

**COMPLEMENTARY AGREEMENT FOR THE WORKFORCE MOBILITY
OF KAHNAWÀ:KE WORKERS INTO THE QUEBEC CONSTRUCTION
INDUSTRY**

BETWEEN

THE MOHAWK COUNCIL OF KAHNAWÀ:KE
(Hereinafter called “Kahnawà:ke”)

AND

THE KAHNAWÀ:KE LABOR OFFICE
(Hereinafter called the “KLO”)

AND

LE GOUVERNEMENT DU QUÉBEC
(Hereinafter called “Québec”)

AND

LA COMMISSION DE LA CONSTRUCTION DU QUÉBEC
(Hereinafter called the “CCQ”)

(Hereinafter collectively called “the Parties”)

PREAMBLE

WHEREAS Kahnawà:ke and Québec have signed a *Statement of Understanding and Mutual Respect*, dated June 10th 2009, providing for the negotiation of specific agreements in a number of areas;

WHEREAS Kahnawà:ke and Québec signed the *Labor Agreement between the Mohawk Council of Kahnawà:ke and the Government of Quebec*, approved by order in council on July 24, 2014 (730-2014) (Hereinafter: "*Labor Agreement*");

WHEREAS the Kahnawà:ke and Québec agree that their respective labour institutions (i.e. the Kahnawake Labor Office "KLO", the Kahnawà:ke Economic Development Commission "KEDC", the Ministère du Travail, de l'Emploi et de la Solidarité sociale "MTESS", the Commission des normes, de l'équité, de la santé et de la sécurité du travail "CNESST", the Commission de la construction du Québec "CCQ" and the Régie du bâtiment du Québec "RBQ") will collaborate to implement the *Labor Agreement* and the present Agreement;

WHEREAS section 20.1 of the *Act respecting labor relations, vocational training and workforce management in the construction industry* (CQLR, chapter R-20) (Hereinafter: "Act R-20") authorizes Kahnawà:ke and Québec to implement any agreement entered into on a matter covered by the Act R-20;

WHEREAS pursuant to article 10 of the *Labor Agreement*, Kahnawà:ke and Québec have committed to facilitate workforce mobility of Kahnawà:ke workers and contractors who wish to participate in the construction industry outside the Territory¹, in accordance with the rules of the Québec Regime;

WHEREAS Kahnawà:ke and Québec signed in 2017 the *Agreement on Economic Development and Job Creation between Québec and Kahnawà:ke* in order to promote economic development and employment for the Mohawks of Kahnawà:ke, including workers willing to work off the Territory, and approved by decree on December 21st, 2016 (1123-2016);

WHEREAS Québec commits to taking the measures required so that the obligations of the CCQ mentioned in the present Agreement can be implemented.

WHEREAS Québec commits to taking the measures required to enable the CCQ to independently conclude administrative agreements with the KLO.

WHEREAS efforts to integrate Kahnawà:ke workers into the construction industry outside the Territory are also part of efforts to implement the *Agreement on economic development and job creation*.

¹ The Labor Agreement defines the « Territory » as the "Territory of Kahnawà:ke and the whole of the Honoré-Mercier Bridge", and the "Territory of Kahnawà:ke" as:

- 1° "all lands contained within the area commonly known as Kahnawà:ke Indian Reserve No. 14;
- 2° if applicable:
 - a) any lands added to the lands identified in subsection 1;
 - b) any lands set aside for the use and benefit of the Mohawks of Kahnawà:ke in accordance with section 36 of the *Indian Act* (Revised Statutes of Canada, 1985, chapter I-5);
 - c) any public lands placed under the management or administration of the Mohawks of Kahnawà:ke;
 - d) following an agreement with the communities concerned, all lands contained within the area commonly known as Doncaster Indian Reserve No. 17 and any lands added to those lands;"

WHEREAS the KLO is the duly authorized Kahnawà:ke institution acting for Labor, and the KEDC is the duly authorized Kahnawà:ke institution acting for Labor Force and Business Development.

THE PARTIES AGREE TO THE FOLLOWING:

INTERPRETATION

1. The preamble forms an integral part of this Agreement.
2. This Agreement is complementary to the *Labor Agreement*.
3. The definitions contained in section 2 of the *Labor Agreement* apply to the present Agreement.

PURPOSE OF THE AGREEMENT

4. Pursuant to section 10 of the *Labor Agreement*, the Parties will work collaboratively to develop measures which support Kahnawà:ke work force mobility, in particular of workers who want to work outside the Territory.

MEASURES

In order to promote work force mobility of Kahnawà:ke workers to the construction industry outside the Territory, the Parties agree to develop, promote and fund measures described below for both Kahnawà:ke workers and contractors registered at the CCQ who hire them.

Short-term measures:

Promote access

5. Québec and the CCQ commit that Kahnawà:ke workers will be admitted to the Québec Construction Industry Trade Qualification Exam if they have worked the necessary hours, taking into account the credits applicable for training and apprenticeship hours recognized under the fourth paragraph of section 15 of the *Regulation respecting the vocational training of the workforce in the construction industry* (CQLR, chapter R-20, r. 8). The hours worked recognized by trade for admission to the qualifying examination and for classification in apprenticeship will be attested by way of official letter of the KLO. The letter will be on official KLO letterhead, signed by the KLO Construction, Certification and Fair Wage Manager or the KLO Director, and will contain the following information:

- a) the worker's name, address and Social Security Number (S.I.N.);
- b) name of the employer for who the worker is credited hours;
- c) the dates the worker worked for the employer;
- d) the hours credited to the worker by trade and task.

Promote access to enhanced training

6. Québec and the CCQ commit to put in place measures to enhance training of Kahnawà:ke workers who have access to the training fund for workers in the construction industry. These measures include the development activities and provision of preparatory courses and upgrades prior to development activities and qualification exams.

7. The Parties undertake to facilitate the provision of English language development activities in training centers in and near Kahnawà:ke.

Adapt services and tools

8. Québec and the CCQ commit to facilitate the provision of services and documents in English for Kahnawà:ke workers and contractors registered at the CCQ, including:

- a) Translation of communications sent to Kahnawà:ke workers and contractors;
- b) Access to English language development activities or to a translator;
- c) Access to a reader for the qualifying exam for certain trades.

9. The KLO and KEDC will promote access of Kahnawà:ke workers to French courses adapted for construction trades and occupations.

10. The Parties will develop information and promotion tools for Kahnawà:ke workers to facilitate the understanding of the trades' and occupations' processes of the Québec Regime.

Medium and long-term measures:

Promote referrals

11. The Parties commit to identify the most appropriate solutions, including the ones that may require legislative or regulatory amendments, to enable the KLO to refer Kahnawà:ke workers to contractors located outside the Territory.

12. The Parties will work together to define effective referral mechanisms for Kahnawà:ke workers.

13. The Parties will facilitate access by the KLO to contractors likely to hire Kahnawà:ke workers.

Promote qualification, access and retention

14. The Parties commit to identify the most appropriate solutions, including the ones that may require regulatory amendments, to promote a greater inclusion of Kahnawà:ke workers by favoring their qualification, access to work and work retention, mainly by:

- a) Qualifying and giving access to employment opportunities for workers who do not have education prerequisites;
- b) Giving access to development activities of the Québec Regime to Kahnawà:ke workers who hold a certificate of competency;
- c) Promoting trades and occupations of the construction industry to Kahnawà:ke graduates;
- d) Allowing regular workers of an enterprise to benefit from mobility throughout the province with their employers;
- e) Supporting the access to the labor pools of the construction industry outside the Territory for Kahnawà:ke workers without diploma.

15. In addition to the commitment taken in section 8, and given labor market demands, Québec commits to give priority to English language training for Kahnawà:ke workers and to the recognition of training offered outside of Québec.

16. Québec commits to support KLO's offer to provide upgraded trainings in English to develop the qualification of Kahnawà:ke workers.

17. The Parties undertake to put in place measures to promote workplaces free from all forms of discrimination in hiring and employment.

18. The Parties undertake to put in place measures to increase awareness and to promote the workforce mobility of Kahnawà:ke workers in the construction industry outside the Territory.

EXCHANGE OF INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION

19. The KLO and the CCQ will share information required for the implementation and application of this Agreement. For this purpose, KLO will establish and manage an Accountability and Resource Management System (ARMS), or another similar system, to which the CCQ and KEDC will have access rights. The Parties recognize the confidential nature of this information and agree to treat it in accordance with the provisions of the *Act respecting Access to Documents Held by Public Bodies and the Protection of Personal Information* (CQLR, c A-2.1).

20. The Parties agree to use the information provided under this Agreement for the sole purpose of implementing and applying this Agreement.

LIAISON COMMITTEE

21. Once the Workforce Mobility Working Group has provided the Liaison Committee mentioned in section 16 of the *Labor Agreement* with the final implementation report in accordance with article 29 of this Agreement, all matters dealing with the implementation, interpretation and application of the present Agreement will be submitted to the Liaison Committee and subject to its rules.

SCOPE

22. Nothing in this Agreement or in the *Labour Agreement* should be interpreted as amending the rights and obligations of employers and workers who are subject to the Québec Regime or be used to interpret the provisions of the *Act respecting labour relations, vocational training and workforce management in the construction industry* (RLRQ chapter R-20) applicable to such persons.

23. The present Agreement is not a treaty within the meaning of the Constitutional Act, 1982 and must in no way be construed as having the effect of a repeal, waiver, negation or recognition of an aboriginal right, treaty right, or other rights and interests held by the Mohawks of Kahnawà:ke.

AMENDMENTS

24. The Parties may, by mutual agreement, amend this Agreement.

25. As the only requirement, to be valid, these amendments must be made in writing and signed by the Parties or their authorized representatives, namely, for le Québec, the Deputy Minister of the MTESS, for Kahnawà:ke, the Chief responsible for the Labor portfolio, and for the CCQ, the President and CEO.

26. The Parties agree that the CCQ and the KLO, following the signing of the present Agreement, are authorized to enter into administrative agreements with each other in order to act on and implement the present Agreement.

TERMINATION

27. This Agreement may be terminated by any of the Parties by way of a written notice of termination sent from one party to the other by any means enabling proof of receipt. Termination shall enter into force six (6) months after the date of receipt of the notice,

unless the Parties have agreed to terminate this Agreement before the end of the six (6) month period.

This Agreement may also be terminated by the coming into force of another agreement explicitly replacing it.

IMPLEMENTATION

28. The Parties commit to work diligently to implement the present Agreement. To this end, the Parties agree to collaborate to produce an implementation plan of the present Agreement after its signing and start its implementation as soon as possible. This plan must specify the phases and a timeline for the implementation as well as transitional measures, if need be.

29. The Workforce Mobility Working Group, actually in operation and responsible for the implementation of the article 10 of the *Labor Agreement*, will have the mandate to develop the implementation plan for the present Agreement and to provide it to the Liaison Committee.

30. As stated in the *Labor Agreement*, the Liaison Committee will also have the mandate to implement the present Agreement, foster an exchange of information between the Parties and, when relevant, formulate opinions and recommendations.

In addition, the Liaison Committee has the mandate to continuously promote, ensure, and monitor the harmonious interaction between the two Regimes.

COMING INTO FORCE

31. The provisions of this Agreement will come into force once this Agreement has been signed by the Parties.

32. The Parties understand that some of the provisions of the present Agreement may require legislative amendments in order to be properly implemented. If so, Québec commits to taking the necessary steps to this end, including the tabling of a bill to the National Assembly, within a reasonable timeline.

IN WITNESS WHEREOF the Parties declare that they have read this Agreement and sign as follows:

For Kahnawà:ke

For Québec

Michael A. Delisle Jr.
Port-folio Chief responsible for Labor

Jean Boulet
Minister of Labour, Employment and
Social Solidarity

At _____

At _____

This _____ day of _____
year 2020

This _____ day of _____
year 2020

Gina Deer
Port-folio Chief responsible for
Kahnawà:ke / Quebec Relations and for
Economic Development

Sylvie D’Amours
Minister responsible for Indigenous
Affairs

At _____

At _____

This _____ day of _____
year 2020

This _____ day of _____
year 2020

Olivier Montour
Director
Kahnawà:ke Labor Office

Sonia LeBel
Minister responsible for Canadian
Relations and the Canadian
Francophonie

At _____

At _____

This _____ day of _____
year 2020

This _____ day of _____
year 2020

Diane Lemieux
President and CEO
Commission de la construction du
Québec

At _____

This _____ day of _____
year 2020