

**COMPLEMENTARY AGREEMENT DEFINING THE  
COLLABORATION BETWEEN LA COMMISSION DE LA  
CONSTRUCTION DU QUÉBEC AND THE KAHNAWÀ:KE LABOR  
OFFICE REGARDING THE CONSTRUCTION INDUSTRY IN THE  
TERRITORY**

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

**WHEREAS** Québec and Kahnawà:ke agree to allow Kahnawà:ke Workers doing construction work in the Territory the choice to join or not to join a union;

**WHEREAS** the *Labor Agreement* contains provisions defining the work conditions of Kahnawà:ke Workers, depending on their choice to join or not to join a union;

**WHEREAS** section I.1 of chapter III of the *Act respecting labor relations, vocational training and workforce management in the construction industry* (CQLR, chapter R-20) (Hereinafter: "Act R-20") authorizes the implementation of any agreement between Kahnawà:ke and Québec on matters covered by this Act and allowing the application of a distinct regime;

**WHEREAS** the KLO is the duly authorized Kahnawà:ke institution acting for Labor in the Territory;

**WHEREAS** Québec will take the measures required to ensure that the commitments of the CCQ mentioned in the present Agreement can be implemented.

## **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.
- 4- In case of inconsistency between the interpretation of the provisions of the *Labor Agreement* and the present Agreement, the provisions of the latter shall prevail.

### **PURPOSE OF THE AGREEMENT**

- 5- Pursuant to the *Labor Agreement*, the Parties will work collaboratively to develop measures to support the KLO in its endeavors to provide the conditions and benefits defined by the Québec Regime to Kahnawà:ke Workers who choose to work as union Workers in the Territory.

### **MEASURES**

- 6- The following measures define the collaboration between the KLO and the CCQ for the application, in the Territory, of collective agreements and the provisions

of the Act R-20 to the work conditions of Kahnawà:ke Workers who choose to work as union Workers :

### ***Management of collective agreements, benefits and work conditions***

7- Kahnawà:ke Workers who choose to work as union Workers agree to contribute financially to the Québec Regime in accordance with the applicable rules, accept its work conditions, and will enjoy all the benefits related to their trade or occupation.

8- An employer who carries out construction work in the Territory is not required to join the employers' association concerned. However, with respect to Workers who choose to work as union Workers, the employer is bound by their sectoral collective agreement and by the provisions of the Québec Regime regarding Workers' benefits and work conditions.

9- The KLO will provide Workers with basic administrative services.

The KLO, in collaboration with the CCQ, will take the necessary measures to ensure that Kahnawà:ke Workers enjoy the working conditions and benefits to which they are entitled under their sectoral collective agreement and the Québec Regime.

### ***Management of Declarations and Reports***

10- The KLO and the CCQ will define the operational procedures for the administration of the financial contributions of the employer and union Workers, and the transfer of these contributions to the CCQ for their management. These operational procedures will enable union Workers to benefit from the working conditions and benefits described in the applicable collective agreements, as well as the conditions and benefits defined by the Québec Regime.

11- The employer must, on the same day, notify the KLO of the hiring, dismissal, layoff or departure of any Worker, and must also notify the KLO of a Kahnawà:ke Worker's choice to work as a union Worker or not. The KLO communicates the appropriate information to the CCQ within 24 hours of receiving it.

12- The KLO will provide the CCQ with required monthly reports, in accordance with the *Regulation respecting the register, monthly report, notices from employers and the designation of a representative* (R-20, r.11). These monthly reports will be accompanied by the financial contributions required under the Québec Regime.

### ***Management of compliance***

13- For union Workers, the KLO and the CCQ will collaborate to ensure compliance with the norms applicable under the Québec Regime. To this end, the KLO exercises, in the Territory, the same powers and responsibilities as the CCQ and benefits from the same immunities for acts performed in good faith in the exercise of its functions.

The CCQ or Québec cannot be held responsible for the acts performed by the KLO when it exercises inspection and investigative powers.

The offenses and penal provisions provided for in the Act R-20 which are intended to ensure the exercise by the CCQ of inspection and investigation powers also apply to the exercise of inspection and investigation powers by the KLO.

14- The KLO may require the collaboration of the CCQ so that the latter may proceed, outside the Territory, with inspection and investigation regarding construction projects in the Territory.

15- The KLO will collaborate with union associations so that they can fulfill their responsibilities on work sites in the Territory.

### ***Management of a list of Workers***

16- The KLO will be solely responsible to create and manage an updated list of Workers who are qualified to perform construction work in the Territory, specifying each Kahnawà:ke Worker's choice to work as union Worker or not.

### ***Management of conflicts of jurisdiction relating to the exercise of a trade or occupation***

17- There can be no conflict of jurisdiction relating to the exercise of a trade or an occupation in the Territory between Workers who have chosen to work according to the rules of the Québec Regime and those who have chosen to work according to the rules of the *Fair Wage & Benefits Plan for Construction Works in the Mohawk Territory of Kahnawà:ke*.

18- Conflicts of jurisdiction between Workers of the same Regime will be dealt with according to the rules specific to that Regime, namely those of the Québec Regime for union Workers and those of the Kahnawà:ke Regime for non-union Workers.

19- The KLO will be responsible for the management of complaints from Workers working in the Territory, whether these relate to a conflict of jurisdiction or any other subject.

### **EXCHANGE OF INFORMATION AND CONFIDENTIALITY OF PERSONAL INFORMATION**

20- The Parties will share information required for the implementation and application of the present Agreement. They 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).

21- The Parties agree to use the information provided in the present Agreement for the sole purpose of implementing and applying the present Agreement.

### **SCOPE**

22- Nothing in the present Agreement or in the *Labor Agreement* should be interpreted as amending the rights and obligations of Workers when they perform construction work outside the Territory or be used to interpret the provisions of the Act R-20 applicable to such persons.

23- The present Agreement is not a treaty within the meaning of the Constitution 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 the present Agreement.

### **TERMINATION**

25- The present 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

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.

27- The Parties commit to work diligently to implement the present Agreement. To this end, the Parties agree to collaborate to produce an implementation plan for 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.

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

#### COMING INTO FORCE

29- The provisions of the present Agreement will come into force once it is signed by the Parties.

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

**For Kahnawà:ke**

**For Québec**

ORIGINAL SIGNED

Michael A. Delisle Jr.

Port-folio Chief responsible for Labor

At     Kahnawà:ke    

This   7<sup>th</sup>   day of   May    
year 2020

ORIGINAL SIGNED

Jean Boulet

Minister of Labour, Employment and  
Social Solidarity

At   Montréal  

This   13<sup>th</sup>   day of   July    
year 2020

ORIGINAL SIGNED

Gina Deer

Port-folio Chief responsible for  
Kahnawà:ke / Québec Relations and for  
Economic Development

At     Kahnawà:ke    

This   7<sup>th</sup>   day of   May    
year 2020

ORIGINAL SIGNED

Sylvie D'Amours

Minister responsible for Indigenous  
Affairs

At   Québec  

This   5<sup>th</sup>   day of   June    
year 2020

ORIGINAL SIGNED

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Oliver Montour  
Director  
Kahnawà:ke Labor Office

At     Kahnawà:ke    

This   6<sup>th</sup>   day of   May    
year 2020

ORIGINAL SIGNED

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Sonia LeBel  
Minister responsible for Canadian  
Relations and the Canadian  
Francophonie

At     Montréal    

This   9<sup>th</sup>   day of   July    
year 2020

ORIGINAL SIGNED

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Diane Lemieux  
President and CEO  
Commission de la construction du  
Québec

At     Montréal    

This   10<sup>th</sup>   day of   July    
year 2020