

**COMPLEMENTARY AGREEMENT FOR THE IMPLEMENTATION OF
THE KAHNAWÀ:KE REGIME WITH REGARD TO COMPENSATION FOR
VICTIMS OF INDUSTRIAL ACCIDENTS AND OCCUPATIONAL
DISEASES AND THE PROTECTIVE REASSIGNMENT FOR PREGNANT
OR NURSING WORKER**

BETWEEN

THE MOHAWK COUNCIL OF KAHNAWÀ:KE
(hereinafter called "Kahnawà:ke")

AND

LE GOUVERNEMENT DU QUÉBEC
(hereinafter called "Québec")

(hereinafter collectively called "the Parties")

The present Agreement is complementary to the *Agreement on Labour between the Mohawk Council of Kahnawà:ke and le Gouvernement du Québec* (hereinafter called the Labour Agreement), approved by decree on July 24th, 2014 (730-2014), and to be interpreted according to the terms defined hereby.

Interpretation

1. The definitions contained in article 2 of the Labour Agreement apply to the present complementary Agreement, subjected to the following dispositions :

“Québec Contractor” means an employer within the meaning of the AIAOD or AOHS, based on the applicable legislation, whose head office or principal place of business is located outside the Territory of Kahnawà:ke;

“Québec Worker” means a worker within the meaning of the AIAOD or AOHS, based on the applicable legislation, domiciled outside the Territory of Kahnawà:ke.

Purpose

2. The present Agreement establishes the respective scope of application of the Kahnawà:ke Regime and the Québec Regime with regard to compensation for victims of industrial accidents and occupational diseases, protective reassignment for pregnant or nursing workers and employers’ contributions, in order to ensure harmonious interaction between these two regimes.
3. Pursuant to the article 7 of the Labour Agreement, the present Agreement provides for the financial and budgetary arrangements between the Kahnawà:ke Labor Office (hereinafter called “KLO”) and the Commission des normes, de l’équité et de la santé et la sécurité du travail (hereinafter called “CNESST”) concerning the administration of contributions and compensations.

Principles

4. The Kahnawà:ke Regime applies to any Kahnawà:ke Worker who is injured in an industrial accident or who contracts an occupational disease and to any pregnant or nursing Kahnawà:ke Worker, even if this worker is employed by a Québec Contractor.

The Quebec Regime applies to any Quebec Worker who is injured in an industrial accident or who contracts an occupational disease and to any pregnant or nursing Quebec Worker, even if this worker is employed by a Kahnawà:ke Contractor.

The KLO, as the CNESST for Quebec Workers, is responsible for deciding on Kahnawà:ke Worker’s entitlement to benefits under the Kahnawà:ke Regime and to ensure payment of said benefits based on the conditions it has established.

Unless otherwise stipulated by Her Majesty in Right of Canada, the Kahnawà:ke Regime shall not apply to a Kahnawà:ke Worker employed by an employer subject to the *Government Employees Compensation Act* (R.S.C. (1985), ch. G-5).

Funding

5. Kahnawà:ke Contractors are required to contribute to the KLO, for their Workers, the sums needed to finance all the costs of the Kahnawà:ke Regime with regard to compensation for victims of industrial accidents and occupational diseases and the protective reassignment for pregnant or nursing worker, including the ones required for its administration and any other amount incurred by the implementation of the present Agreement, based on the conditions the KLO has established. These contractors are not required to make contributions to the Québec Regime.
6. The application of the Kahnawà:ke Regime does not absolve Québec Contractors from their obligation to declare to the CNESST the salary of any Kahnawà:ke Worker in their employ for the purposes of setting his contribution under the Québec Regime. These contractors are not required to make contributions to the Kahnawà:ke Regime.
7. In the event of an industrial accident or occupational disease, the CNESST will, under the provisions of Division VI of Chapter IX of the AIAOD, applied with the necessary modifications, impute the cost of benefits which it is called on to reimburse to the KLO as compensation pursuant to section 9, or that it is called on to pay pursuant to section 10.

Compensation Mechanisms between Regimes

8. The KLO shall reimburse the CNESST for benefits the CNESST has paid out to a Québec Worker employed by a Kahnawà:ke Contractor.
9. The CNESST shall reimburse the KLO for benefits the KLO has paid out to a Kahnawà:ke Worker employed by a Québec Contractor.
10. When a worker who is suffering from an occupational disease has carried out work that could have caused his disease for more than one employer, at least one of which is a Québec Contractor and at least one of which is a Kahnawà:ke Contractor, the CNESST and the KLO shall determine who will pay the benefits.
11. The Mohawk Council of Kahnawà:ke, through the duly authorized KLO, and the CNESST shall, in an administrative agreement, lay down the terms under which such reimbursements and such payments are made. To this end, they must set up an industrial accident and occupational disease monitoring committee that will work on developing said agreement and see to its harmonious implementation.

Dispute Mechanisms

12. The contestation mechanism of the regime applicable to the worker shall apply in matters of compensation and of preventive reassignment for pregnant or nursing workers.
13. The contestation mechanism of the regime applicable to the employer shall apply in matters of financing.

Public Liability

14. The immunity from prosecution provided for in Division II of Chapter XIII of the AIAOD in the event of an industrial accident or occupational disease covered by the Kahnawà:ke Regime shall apply with regard to workers and employers subject to this Regime and to the Québec Regime.

Budgetary Arrangements

15. The CNESST and the KLO will develop a mechanism to ensure the financial security of the Kahnawake Regime, the administration of which could be entrusted to the CNESST and funded by the KLO contributions.

Exchange of information and confidentiality of personal information

16. The administrative agreement entered into between the CNESST and the Kahnawà:ke Labour Office shall determine, in accordance with the Act respecting Access to documents held by public bodies and the Protection of personal information (CQLR, c A-2.1), the procedures for the exchange of information they hold on employees and employers and that are necessary for the implementation of the present Agreement.

Transitional and Various Dispositions

17. Notwithstanding section 14, the KLO may recover from a Kahnawà:ke Contractor the cost of the benefits it is required to pay to a worker or to reimburse to the CNESST under section 8 for an event that occurred while this contractor was not contributing to the Kahnawà:ke Regime.

The first paragraph ceases to have effect on the day of coming into force of a legislative provision enacted by the MCK allowing the KLO to require Kahnawà:ke Contractors to contribute to the financing of the Kahnawà:ke Regime. The KLO will nonetheless be entitled to take action under the first paragraph in order to recover the cost of benefits resulting from events which happened prior to the coming into force of the said legislative provision.

18. 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 AIAOD applicable to such persons.
19. The present Agreement is not a treaty within the meaning of the Constitutional Act, 1982 and must in no way be construed of having the effect of a repeal, waiver, negation or recognition of an aboriginal right, treaty right, or other right.
20. The provisions of the present Agreement shall prevail over any inconsistent provision of the Labour Agreement.

Amendments and termination of the Agreement

21. . The parties may, by mutual agreement and after consulting the CNESST and the KLO, amend this Agreement. As the only requirement, to be valid, these amendments to the present Agreement must be made in writing and signed by the parties or their authorized representatives, namely, for le Gouvernement du Quebec, the Deputy Minister of the ministère du Travail, de l'Emploi et de la Solidarité sociale, and, for the Mohawk Council of Kahnawà:ke, the chief responsible for the Labour portfolio.
22. This Agreement may be terminated by either party by way of a written notice of termination sent from one party to the other by any means enabling proof of receipt. The notice must also be sent to the CNESST and the KLO.

Termination shall enter into force following the expiration of six months after the date of receipt of the notice.

Coming into force

23. The present Agreement comes into force on January 1st, 2018.

**For the Mohawk Council of
Kahnawà:ke**

Rhonda Kirby

Rhonda Kirby, MCK Labor Portfolio
Chief

Kahnawake, Qc

At
This 4th day of December in the
year 2017

For le Gouvernement du Québec

Dominique Vien

Dominique Vien, Minister responsible
for Labour

Québec

At
This 19 day of December in the
year 2017

Geoffrey Kelley

Geoffrey Kelley, Minister responsible
for Native Affairs

Québec, Qc

At
This 7th day of December in the
year 2017

Jean-Marc Fournier, Minister
responsible for Canadian Relations and
the Canadian Francophonie

Québec, Qc

At
This 20th day of December in the
year 2017