

AGREEMENT
ON CERTAIN MATTERS RELATED TO THE
AGREEMENT
ON
GOVERNANCE IN THE EEYOU ISTCHEE JAMES BAY TERRITORY
BETWEEN
THE CREES OF EEYOU ISTCHEE
AND
THE GOUVERNEMENT DU QUÉBEC

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**AGREEMENT
ON CERTAIN MATTERS RELATED TO THE AGREEMENT ON
GOVERNANCE IN THE EYYOU ISTCHEE JAMES BAY TERRITORY**

Between: **THE GOUVERNEMENT DU QUÉBEC**,
represented by the ministre des Affaires
municipales, des Régions et de l'Occupation du
territoire, Laurent Lessard, the ministre responsable
des Affaires autochtones, Geoffrey Kelley, and the
ministre responsable des Affaires
intergouvernementales canadiennes et de la
Francophonie canadienne, Yvon Vallières,

(hereinafter, “**Québec**”)

And: **THE CREES OF EYYOU ISTCHEE**, acting
through the Grand Council of the Crees (Eeyou
Istchee) and the Cree Regional Authority,
represented by Dr. Matthew Coon Come, Grand
Chief and Chairman, and Ashley Iserhoff, Deputy
Grand Chief and Vice-Chairman,

(hereinafter, the “**Crees**”)

(Québec and the Crees hereinafter called together
the “**Parties**” and separately a “**Party**”)

PREAMBLE

WHEREAS on May 27, 2011, the Parties signed the *Framework Agreement on Governance in the Eeyou Istchee James Bay Territory*;

WHEREAS pursuant to the Framework Agreement, the Parties have concluded the *Agreement on Governance in the Eeyou Istchee James Bay Territory*;

WHEREAS the Parties wish to conclude, concurrently with the *Agreement on Governance in the Eeyou Istchee James Bay Territory*, a separate agreement concerning certain matters related thereto;

THE PARTIES AGREE AS FOLLOWS:

CHAPTER I DEFINITIONS

1. For the purposes of this Agreement and unless otherwise expressly provided or indicated by the context, the following words and phrases shall mean:
- (a) “**Agreement**”: this *Agreement on certain Matters related to the Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the Gouvernement du Québec (“*Entente*”);
 - (b) “**Category I Lands**”: Category IA Lands and Category IB Lands (“*Terres de la catégorie I*”);
 - (c) “**Category IA Lands**”: the Category IA lands within the meaning of Sections 4 and 5 of the *James Bay and Northern Quebec Agreement*, of the *Act respecting the Land Regime in the James Bay and New Québec Territories*¹ and of the *Cree-Naskapi (of Québec) Act*² (“*Terres de la catégorie IA*”);
 - (d) “**Category IB Lands**”: the Category IB lands and Special Category IB lands within the meaning of Sections 4 and 5 of the JBNQA and of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terres de la catégorie IB*”);
 - (e) “**Category II Lands**”: the Category II lands within the meaning of Sections 4 and 5 of the JBNQA and of the *Act respecting the Land Regime in the James Bay and New Québec Territories* (“*Terres de la catégorie II*”);
 - (f) “**Category III Lands**”: lands, other than Category I Lands and Category II Lands, situated in the Territory (“*Terres de la catégorie III*”);
 - (g) “**CRÉ-BJ**”: the regional conference of elected officers established for the territory of the Municipalité de Baie-James and the territories of the cities of Chapais, Chibougamau, Lebel-sur-Quévillon and Matagami pursuant to the *Act respecting the Ministère des Affaires municipales, des Régions et de l’Occupation du territoire*³ (“*CRÉ-BJ*”);
 - (h) “**Cree Regional Authority**”: the public corporation contemplated in Section 11A of the *James Bay and northern Quebec Agreement* and established as a legal person in the public interest by the *Act respecting the Cree Regional Authority*⁴ (“*Administration régionale crie*”);
 - (i) “**Crees**” or “**Crees of Eeyou Istchee**”: the persons eligible pursuant to paragraphs 3.2.1, 3.2.2 and 3.2.3 of Section 3 of the JBNQA including the Crees of Oujé-Bougoumou (“*Cris*” ou “*Cris d’Eeyou Istchee*”);
 - (j) “**Crees of Oujé-Bougoumou**”: the collectivity composed of persons identified as affiliated to the community known as Oujé-Bougoumou, and including persons enrolled or entitled to be enrolled as Cree beneficiaries under the JBNQA, and acting through the Oujé-Bougoumou Eenuch Association until such time as the Oujé-Bougoumou Band is constituted as a corporation under the *Cree-Naskapi (of Québec) Act* and, thereafter, the Oujé-Bougoumou Band (“*Cris d’Oujé-Bougoumou*”);
 - (k) “**Cree Community**”: a collectivity of Crees for whom Category I Lands have been allocated pursuant to the JBNQA, as well as the Crees of Oujé-Bougoumou (“*Communauté crie*”);
 - (l) “**Cree Nation Government**”: the Cree Nation Government contemplated in section 12 of the *Governance Agreement* (“*Gouvernement de la nation crie*”);

¹ R.S.Q., c. R-13.1.

² S.C. 1984, c. 18.

³ R.S.Q., c. M-22.1.

⁴ R.S.Q., c. A-6.1

- (m) **“Fiscal Equity Agreement”**: an agreement concluded between, on the one hand, the Municipalité de Baie-James and, on the other, any of the ville de Chapais, the ville de Lebel-sur-Quévillon, the ville de Matagami or the Locality of Radisson for the period from January 1, 2012 to December 31, 2014 respecting the provision of certain municipal services to a Zone of Service and entitled “*Entente sur l’équité fiscale, la fourniture de services sur la protection incendie, la cueillette et la disposition des ordures (matières résiduelles)*” (“*Entente sur l’équité fiscale*”);
- (n) **“Framework Agreement”**: the *Framework Agreement on Governance in the Eeyou Istchee James Bay Territory* signed by the Crees and Québec on May 27, 2011 (“*Accord cadre*”);
- (o) **“Governance Agreement”**: the *Agreement on Governance in the Eeyou Istchee James Bay Territory* between the Crees of Eeyou Istchee and the Gouvernement du Québec signed concurrently with this Agreement (“*Entente sur la gouvernance*”);
- (p) **“James Bay and Northern Québec Agreement”** or **“JBNQA”**: the agreement approved, given effect and declared valid by the *Act approving the Agreement concerning James Bay and Northern Québec*⁵ and by the *James Bay and Northern Québec Native Claims Settlement Act*⁶ (“*Convention de la Baie James et du Nord québécois*” ou “*CBJNQ*”);
- (q) **“Jamésiens”**: the residents of the Municipalities and of the Municipalité de Baie-James, except for the Crees, who identify themselves as “Jamésiens” (“*Jamésiens*”);
- (r) **“Localities”**: the localities of Radisson, Valcanton and Villebois contemplated in the *James Bay Region Development and Municipal Organization Act*⁷ (“*Localités*”);
- (s) **“Municipalité de Baie-James”** or **“MBJ”**: the municipality designated in the *James Bay Region Development and Municipal Organization Act* (“*Municipalité de Baie-James*” ou “*MBJ*”);
- (t) **“Municipalities”**: the ville de Chibougamau, ville de Chapais, ville de Matagami and ville de Lebel-sur-Quévillon (“*Municipalités*”);
- (u) **“Paix des braves”**: the *Agreement concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec* concluded on February 7, 2002 (« *Paix des braves* »);
- (v) **“Regional Government”**: the public regional government established pursuant to section 76 of the *Governance Agreement* (“*Gouvernement regional*”);
- (w) **“Territory”**: the term “Territory” shall mean, for the purposes of the *Governance Agreement* and subject to sections 5, 14, 79 and 80 of the *Governance Agreement*, the area in Québec south of the 55th parallel of latitude, (excluding the area in the vicinity of Schefferville south of the 55th parallel of latitude), and west of the 69th meridian of longitude, and including the Category I Lands and the Category II Lands of the Crees of Whapmagoostui, and with the southern boundary coinciding with the southern limits of the Cree Traplines as defined in Section 24 of the JBNQA and the territories of the Mistissini and Whapmagoostui trapping areas located north of the 55th parallel as described in Schedule 1 of Section 24 of the JBNQA.

With regard to the governance Category III Lands and for the purposes of this Agreement and of Chapters IV to VIII inclusively of the *Governance Agreement*, the term “Territory” shall mean, subject to the conclusion of the arrangements

⁵ S.Q. 1976, c. 46.

⁶ S.C. 1976-77, c. 32.

⁷ R.S.Q., c. D-8.2.

provided for in sections 5, 14, 79 and 80 of the *Governance Agreement*, the territory bounded to the west by the west boundary of Québec, to the south by the parallel of latitude 49°00' North, to the east by the electoral districts of Roberval, Dubuc and Saguenay and by the extension northerly of the west boundary of the electoral district of Saguenay and to the north by the parallel of latitude 55°00' North.

Nothing in this definition shall be interpreted as reducing, enlarging or otherwise affecting the territorial application of the rights of the Crees or of any other Aboriginals under the terms of the JBNQA or otherwise. This definition is for the purposes of this Agreement and the *Governance Agreement* and does not modify the definition of "Territory" provided for in Sub-Section 1.16 of the JBNQA or in paragraph 22.1.6 of the JBNQA for the purposes of Section 22 thereof ("*Territoire*");

- (x) "**Zone of Service**": an inhabited zone in the Territory, as defined in the second paragraph of section 1(w) that, as of the date of this Agreement, receives certain municipal services from the ville de Chapais, the ville de Lebel-sur-Quévillon, the ville de Matagami or the Locality of Radisson pursuant to a Fiscal Equity Agreement and that is described in such Fiscal Equity Agreement ("*Aire de service*").

CHAPTER II LOCALITIES AND ZONES OF SERVICE

A. LOCALITIES

2. The Regional Government shall ensure that the municipal services provided to taxpayers residing in the Localities shall continue for a period of five (5) years from the date of the establishment of the Regional Government, with the same type and level of services as of the date of this Agreement. During this period, the Localities shall have a level of administrative and financial support from the Regional Government at least equivalent to that provided by the Municipalité de Baie-James as of the date of this Agreement. The level of services and administrative and financial support shall be established by reference to the budgetary projections for 2012 of the Municipalité de Baie-James and of the Localities.

B. ZONES OF SERVICE

3. The Regional Government shall ensure that the municipal services provided to the residents in the Zones of Service as of the date of this Agreement by the Municipalities of Chapais, Lebel-sur-Quévillon and Matagami and by the Locality of Radisson pursuant to the Fiscal Equity Agreements shall continue to be provided in accordance with the relevant Fiscal Equity Agreements, which shall be renewed upon their expiry for an initial additional period of three (3) years on the same terms and conditions, but subject to annual indexation in accordance with the same indexation formula applied by the Municipalité de Baie-James as at the date of the *Governance Agreement*.
4. Upon the expiry of such additional period, each Fiscal Equity Agreement shall be automatically renewed for successive additional periods of three (3) years, unless either party thereto notifies the other of its intention to terminate such agreement twelve (12) months prior to the expiry of the initial additional period or relevant successive additional period, as the case may be.

CHAPTER III MUNICIPALITÉ DE BAIE-JAMES

A. EMPLOYEES

5. The employees of the Municipalité de Baie-James and the employees of the CRÉ-BJ whose functions are transferred to the Regional Government (those of the Regional Land and Natural Resource Commission and the Local Integrated Land and Resource Management Panels for the James Bay), who are in office at the time of the establishment of the Regional Government shall automatically become, without any reduction in salary, employees of the Regional Government upon its establishment and shall retain their seniority and employment benefits.
6. Such employees may not be laid off or dismissed by reason only of the replacement of the Municipalité de Baie-James by the Regional Government, subject to the right of the latter to determine the number and type of employees required for its operations. Nothing herein shall affect the rights of the Regional Government regarding lay-offs or dismissal, subject to the notice requirements under the applicable collective agreements or applicable laws, as the case may be.
7. The abolition of the Municipalité de Baie-James shall be deemed, with respect to the employees mentioned in section 5, constitute a transfer of business to the Regional Government. Any collective agreement in force shall be transferred to the Regional Government.

B. PLACE OF WORK

8. The place of work of the employees mentioned in section 5 shall not be affected by reason only of the replacement of the Municipalité de Baie-James by the Regional Government and shall be maintained for a period of five (5) years from the date of establishment of the Regional Government, provided that, during such period, the Regional Government shall have the normal right of an employer to relocate employees in order to meet its operational needs, subject to the notice requirements under the applicable collective agreements or applicable laws, as the case may be.

C. EMPLOYMENT POLICY

9. In consideration of the protection afforded to MBJ employees to the date of establishment of the Regional Government, the MBJ and the CRÉ-BJ shall, in consultation with the Cree Regional Authority, develop and implement as soon as possible certain elements of the employment policy provided for in section 148 of the *Governance Agreement* in order, in particular, to promote the access of Cree workers to employment opportunities.

D. HEAD OFFICE AND PLACE OF BUSINESS

10. The head office and the principal places of business of the MBJ shall remain where they are located as of the date of this Agreement for the first five (5) years of existence of the Regional Government. However, the Regional Government may, during such period, establish such other offices and places of business elsewhere in the Territory, in particular, in the Cree Communities, and take such other measures, including, in particular, work at distance, subcontracting and service agreements, as may be useful to promote the access of Cree workers to employment opportunities.

CHAPTER IV FINAL PROVISIONS

A. AGREEMENT

11. This Agreement may be amended from time to time with the consent of the Parties.

12. This Agreement shall come into force on the date of its signature by the Parties.

B. IMPLEMENTATION COMMITTEE

13. The Implementation Committee contemplated in the *Governance Agreement* shall exercise the mandates provided for therein in respect of this Agreement.

C. REVIEW

14. Within five years of the coming into force of this Agreement, the Parties and the Jamésians shall review the implementation of this Agreement and all matters related thereto.

D. INTERPRETATION

15. The preamble forms an integral part of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED AT QUÉBEC CITY ON THIS 24TH DAY OF JULY 2012:

FOR QUÉBEC:

FOR THE CREES:

Laurent Lessard

Ministre des Affaires municipales, des Régions et de l'Occupation du territoire

Dr. Matthew Coon Come

Grand Chief of the Grand Council of the Crees (Eeyou Istchee)

Chairman of the Cree Regional Authority

Geoffrey Kelley

Ministre responsable des Affaires autochtones

Ashley Iserhoff

Deputy Grand Chief of the Grand Council of the Crees (Eeyou Istchee)

Vice-Chairman of the Cree Regional Authority

Yvon Vallières

Ministre responsable des Affaires intergouvernementales canadiennes et de la Francophonie canadienne