

## **Complementary Agreement no. 15**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a legal person duly established in the public interest under an *Act respecting the Cree Regional Authority*, R.S.Q. c. A-6.1, herein acting and represented by Ted Moses, its Chairman, duly authorized to execute this Complementary Agreement;

AND

The GOVERNMENT OF QUÉBEC (referred to as “Québec”) herein represented by Linda Goupil, ministre d'État à la Solidarité sociale, à la Famille et à l'Enfance, by Rémy Trudel, ministre d'État à la Population, aux Régions et aux Affaires autochtones et ministre responsable des Affaires autochtones and by Michel Létourneau, ministre délégué aux Affaires autochtones et ministre délégué au Développement du Nord québécois;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* stipulates that the Income Security Program for Cree Hunters and Trappers (referred to as “the program”) shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* further provides that the program shall ensure that as an alternative to transfer payment or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* provides that Québec and the Cree Regional Authority shall from time to time review the operation of the program and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program;

WHEREAS Section 30 of the *James Bay and Northern Québec Agreement* and the *Act respecting income security for Cree hunters and trappers who are beneficiaries under the Agreement concerning James Bay and Northern Québec*, R.S.Q. c. S-3.2 provide that the Cree Hunters and Trappers Income Security Board (hereinafter referred to as “the Board”) may recommend when and how revisions to the program should be made;

WHEREAS in December 1995 the Board submitted to Québec and the Cree Regional Authority recommendations respecting the revision of the program;

WHEREAS representatives of Québec and the Cree Regional Authority have considered the said recommendations, the stated objectives of the program and the changing circumstances and requirements of the program and have agreed on modifications to the program and program payments which are necessary and appropriate;

WHEREAS the parties hereto have determined that, given the extent of the modifications to the program agreed upon, it is appropriate to amend the *James Bay and Northern Québec Agreement* by replacing the present text of Section 30 in its entirety.

NOW, therefore, the parties hereby agree as follows:

### **Section 30 Amended and Replaced**

1. The parties hereto amend the *James Bay and Northern Québec Agreement* (hereinafter referred to as “the Agreement”) by replacing Section 30 of the Agreement in its entirety by the new Section 30 attached hereto as Schedule 1 to form part hereof. For greater certainty, the parties confirm their agreement respecting the annual review of the person/day limit for the program provided at paragraph 4 of Complementary Agreement No. 8 to the Agreement executed on September 27, 1988.

*[Amendment integrated]*

#### **Continuation of the Program and Protection of Rights**

2. The parties agree that notwithstanding that Section 30 of the Agreement is being replaced by the new Section 30 attached as Schedule 1 to this Complementary Agreement:

i) this shall not affect the validity of any actions, decisions, resolutions, by-laws, regulations or any other acts validly undertaken in virtue of the program as it existed prior to the coming into force of this Complementary Agreement;

ii) the Income Security Program for Cree Hunters and Trappers referred to in Section 30 of the Agreement shall be continued as amended by the new Section 30 attached hereto as Schedule 1 and reference to “the program” in this new Section 30 shall include, where the context allows, and with respect to the period prior to the coming into force of this Complementary Agreement, the program as it existed up to the coming into force of this Complementary Agreement;

iii) for greater certainty, the coming into force of this Complementary Agreement shall not in and of itself affect rights, benefits, eligibility or entitlements in place at the coming into force of this Complementary Agreement but such rights, benefits, eligibility or entitlements shall become subject to the terms of the new Section 30 from the coming into force of this Complementary Agreement.

#### **Research Project**

3. In order to provide the Cree hunters and trappers, members of the Board, Cree entities, the ministère de l'Emploi et de la Solidarité sociale and all other responsible Québec departments, basic information on programs, resources and agreements likely to assist Cree hunters and trappers in conducting their activities, the parties hereto agree to establish forthwith a research project the details of which are set out at Schedule 2 attached hereto to form part hereof.

#### **Implementation**

4. The amendments to the Agreement set out in Schedule 1 attached hereto to form part hereof shall become operational and be implemented for the program year 2002-3.

**Annex 1  
to Complementary Agreement No. 15**

**CHAPTER 30 Income Security Program for Cree Hunters and Trappers**

**30.1 Definitions**

30.1.1 “Beneficiary unit” shall mean: A family or an unattached individual eighteen (18) years of age or over.

30.1.2 “Community improvement program” shall mean: A project authorized by the local government designed to improve the living conditions in the Cree community and funded by government programs or community funds.

30.1.3 “Consorts” shall mean: Two persons of the opposite sex or of the same sex who, taking into account Cree custom, are married or live together in a *de facto* union.

30.1.4 “Daily net allowance” shall mean: The amount payable per day pursuant to paragraph 30.4.3 less the contribution payable by a beneficiary to the Insurance Fund.

30.1.5 “Dependent child” shall mean: An unmarried child, whatever his or her filiation and taking into account established Cree custom, who depends for his or her support upon the head of family for the greater part of the year or while in the bush and who:

- a) is less than eighteen (18) years of age, or
- b) is eighteen (18) years of age or older and is attending on a full time basis secondary school in the regular stream, or
- c) is eighteen (18) years of age or older, is handicapped and is not receiving financial support or assistance in respect of his or her handicap.

30.1.6 “Disaster” shall mean: An event such as a flood or a forest fire, whatever the cause, resulting in one or more beneficiary units being required to reduce their harvesting and related activities on a scale determined to be significant by the Board.

30.1.7 “Enrolled” shall mean: Having one’s name on the definitive list referred to at paragraph 30.6.4.

30.1.8 “Family” shall mean: Taking into account established Cree custom, consorts with or without a dependent child or an adult with one or more dependent children.

30.1.9 “Far Harvesting Region” shall mean: In respect of a beneficiary unit, the harvesting region associated with the Cree community where the head of the unit is registered for the purpose of the program, which is recognized specifically for the purpose of the program by Québec and the Cree Regional Authority as a “far harvesting region” and which is depicted on a map forming part, of Schedule I to this Section or on a modified map referred to at paragraph 30.4.9.

30.1.10 “Harvesting and related activities” shall mean:

- a) in the case of harvesting activities, all activities involved in the exercise of the right to harvest as provided in Section 24 excluding commercial fishing;
- b) in the case of related activities:
  - i) activities associated with harvesting activities generally carried out by women, and
  - ii) activities commonly practiced by those who also practice harvesting activities, including, inter alia:
    - 1) making or repairing equipment used in hunting, fishing and trapping activity;

- 2) preparation of food supplies, clothing, habitations, materials, equipment and land improvements necessary for harvesting activities;
- 3) picking and processing wild berries;
- 4) processing, transportation and marketing of the products of harvesting activities;
- 5) making of handicrafts from products of harvesting within the household;
- 6) remedial works, protection and enhancement of wildlife;
- 7) surveys or management of wildlife to assist harvesting activity;
- 8) transportation to and from bush camps and harvesting sites;
- 9) the work carried out as a member of a Local Income Security Program Committee, not exceeding ten days per year;
- 10) time spent in a mandatory course for firearm use not exceeding 3 days per year.

30.1.11 "Head of beneficiary unit" shall mean: A head of family or an unattached individual.

30.1.12 "Head of family" shall mean: The member of a family who habitually is the chief provider for the needs of such family, taking into account established Cree custom.

30.1.13 "Local Income Security Program Committee" shall mean: A committee contemplated by paragraph 30.5.14.

30.1.14 "Local Income Security Program List" shall mean: The list referred to in paragraph 30.5.14.

30.1.15 "Sickness" shall mean: A state resulting from illness or injury that prevents the conducting of harvesting or related activities.

30.1.16 "The basic guarantee under the program" shall mean: The sum of the benefits provided to a beneficiary unit referred to in paragraph 30.4.2.

30.1.17 "The basic guarantee under social aid" shall mean: An amount equal to the benefits available to a beneficiary unit in receipt of social aid which has no other source of income.

30.1.18 "The break-even point in the program" shall mean: The minimum level of income which, taking into account only the sum of the benefits provided for in paragraph 30.4.2 and the reduction rate provided for in paragraph 30.4.5, would leave a beneficiary unit in receipt of no such benefits.

30.1.19 "The break-even point under social aid" shall mean: The minimum level of income which would make any beneficiary unit ineligible to receive social aid benefits.

30.1.20 "Time conducting harvesting and related activities" shall mean: A number of days calculated as the total of:

a) the number of days spent away from permanently occupied settlements conducting harvesting and related activities computed so as to include the number of days from each date of departure from such settlement to each date of return to such settlement inclusive, and including single days a major portion of the daylight part of which was spent away from permanently occupied settlements conducting harvesting and related activities;

b) the number of days spent in such settlement and actually spent in the conduct of harvesting and related activities.

30.1.21 "Time spent in salary or wage employment" shall mean: The number of days spent in work that is not a harvesting or related activity and for which the individual received salary or wage.

30.1.22 “Transfer payment programs” shall mean: Family and youth allowances, government old age security pensions, veterans’ pensions and allowances, social aid, mother’s allowances, manpower training allowances, payments to the blind or disabled, guaranteed income supplement for the aged, social assistance for Indians or Inuit and other such programs as may exist from time to time.

## 30.2 General Provisions

30.2.1 An income security program (herein referred to as “the program”) to provide an income guarantee and benefits and other incentives for Cree people who wish to pursue harvesting activities as a way of life is established by and in accordance with this Section.

30.2.2 Subject to the terms of Sub-Section 30.7, the funding of the program established by and in accordance with this Section shall be the responsibility of Québec which shall ensure at all times that the necessary funds are provided to give full effect to the program.

30.2.3 Subject to and in accordance with the provisions of Sub-Section 30.10, the program shall be at least as generous as any guaranteed annual income program of general application that may be established or exist from time to time in Québec whether such program is established or funded by Canada or Québec. This program must also offer advantages equivalent to those granted under any maternity benefit program of general application in Québec.

30.2.4 Notwithstanding anything in this Section, every Cree person shall have the right to benefit, if eligible under such programs, from any transfer payment, workmen’s compensation, employment insurance programs, Canada and Québec Pension Plans and other social insurance programs existing from time to time in Québec, whether established and funded by Québec or Canada.

30.2.5 A person benefiting from the program shall not be entitled to combine the benefits from the program with benefits from social aid, social assistance for Indians or Inuit or guaranteed annual income programs of general application existing from time to time in Québec provided that such person, if eligible, may elect from time to time to benefit from such programs in place of the program.

30.2.6 The payments made pursuant to Sub-Sections 30.4, 30.7 and 30.8 shall be offset against benefits payable for the same period under any social aid, social assistance for Indians or Inuit, guaranteed income supplement for the aged or guaranteed annual income programs of general application existing from time to time in Québec.

30.2.7 Payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units in the manner provided in this Section.

30.2.8 The program shall ensure that hunting, fishing and trapping shall constitute a viable way of life for the Cree people, and that individual Crees who elect to pursue such way of life shall be guaranteed a measure of economic security consistent with conditions prevailing from time to time.

30.2.9 The program shall ensure that as an alternative to transfer payments or guaranteed annual income programs existing from time to time there exists through the program effective incentive to pursue harvesting as a way of life for the Cree people.

30.2.10 The establishment whether by Canada or Québec of guaranteed annual income programs of general application shall not prejudice the rights and guarantees under the program in favour of the Crees established by and in accordance with this Section. However, beneficiaries under the program shall not be entitled to benefit from more than one such program at the same time at their option.

## 30.3 The Right to Benefit and Eligibility

### I. Eligibility

30.3.1 Every Cree person eligible pursuant to Section 3 of the Agreement and ordinarily resident in Québec shall have the right to benefit under the program provided such person is eligible in accordance with the terms and conditions set forth in this Section.

30.3.2 With the exception of a beneficiary unit contemplated by sub-paragraph 30.3.3 i), for a beneficiary unit to be eligible in any given year:

a) the name of its head must appear on the Local Income Security Program List submitted to the Board no later than June 30 of each year or such other date as may be established by the Board, or on an amended list, if any, submitted to the Board no later than September 15 of each year or such other date as may be established by the Board, or

b) if no Local Income Security Program List has been submitted as provided in sub-paragraph a), the name of its head must appear on the last Local Income Security Program List submitted to the Board, or

c) if no Local Income Security Program List has ever been submitted to the Board, the beneficiary unit must have been enrolled in the program in the preceding year under the terms of paragraph 30.3.3.

30.3.3 Eligibility to benefits under the program shall be determined in the manner provided in paragraph 30.3.2 and this paragraph. Subject to paragraphs 30.3.2 and 30.3.6, the following beneficiary units shall be eligible:

a) any beneficiary unit the head of which in the preceding year spent more time conducting harvesting and related activities than time spent in salary or wage employment, excluding, both in the case of harvesting and related activities and salary and wage employment, time spent in guiding, outfitting or commercial fishing or in receipt of employment insurance, workmen's compensation, or manpower training allowances, provided that the head of such beneficiary unit spent at least one hundred and twenty (120) days conducting harvesting and related activities of which at least ninety (90) days were spent away from the settlement conducting such activities, or

b) any beneficiary unit which in the preceding year derived the greater part of its earnings, excluding earnings from guiding, outfitting or commercial fishing, from harvesting and related activities, or

c) any beneficiary unit which in the preceding year was eligible under a) or b) and a member of which in the preceding year suffered from sickness or was the victim of an accident during the exercise of harvesting and related activities which, in either case, resulted in such beneficiary unit not being eligible under a) or b), or

d) any beneficiary unit which in the preceding year was eligible under a) or b) and a member of which in the preceding year was the victim of an accident during seasonal employment as a result of which she became eligible for workmen's compensation and which also resulted in such beneficiary unit not being eligible under a) or b), or

e) any beneficiary unit which in the preceding year was eligible under a) or b) and the head of which in the preceding year was forced to abandon or diminish her harvesting and related activities as a result of government action, development activities, or in order to allow animal populations to increase to a harvestable level, which resulted in such beneficiary unit not being eligible under a) or b), or

f) any beneficiary unit which in the preceding year was eligible under a) or b) and which in the current year is not eligible under a) or b) as a result of the head of such beneficiary unit having been engaged in a manpower, upgrading, training or other self-improvement program in the preceding year, or

g) any beneficiary unit which in the preceding year was eligible under a) or b) and which in the current year is not eligible under a) or b) as a result of the head of such beneficiary unit having been engaged in temporary employment on a community improvement program or project during the preceding year, or

h) any beneficiary unit which, in the preceding year, was eligible under a) or b), and whose head, during the preceding year was unable to participate in harvesting and related activities as a result of her pregnancy, its effects, or care of her infant, making the beneficiary unit ineligible under a) or b), or

i) any beneficiary unit which is not eligible under a) or b) because during the preceding year its head was enrolled in an educational institution completing successfully at least a secondary V level education, or normally recognized equivalent studies, provided its head is under 25 years of age, or

j) any beneficiary unit which is not eligible under a) or b) because during the preceding year it was on a temporary leave from the program in accordance with paragraph 30.3.9, making the beneficiary unit ineligible under a) or b), or

k) any beneficiary unit which is not eligible under a) or b) because during the preceding year it was on a temporary leave from the program in accordance with paragraph 30.3.9 but which has obtained semi-active status under paragraph 30.3.11 and remains in compliance with subparagraph 30.3.12 a), or

l) any beneficiary unit which in the preceding year was eligible under a) or b) and which during the preceding year qualified under the terms of paragraph 30.3.11 to receive benefits in virtue of the semi-active status, or

m) any beneficiary unit which in the preceding year was not eligible under a) or b) but which had semi-active status under paragraph 30.3.11 and which remains in compliance with sub-paragraph 30.3.12 a), or

n) any beneficiary unit which in the preceding year was eligible under a) or b) and whose head during the preceding year was unable to participate in harvesting and related activities as a result of sickness or disaster making the beneficiary unit ineligible under a) or b) but which elected during that year to receive benefits in accordance with the terms and conditions of Sub-Section 30.7 provided that, in any event, the beneficiary unit remains in compliance with paragraph 30.3.6.

30.3.4 In the case of beneficiary units eligible under c), d), e), f), g), k), l), m) and n) of paragraph 30.3.3, such beneficiary units shall be considered eligible and shall have the right to receive the benefits provided under the program applicable to such beneficiary units in the current year and subsequent year subject to any restrictions provided in the program and, notwithstanding paragraph 30.2.5, the members of such beneficiary units shall have the right to receive any other transfer payments, workmen's compensation or employment insurance benefits, Canada Pension Plan or Québec Pension Plan benefits for which they may be eligible during such period.

30.3.5 Notwithstanding paragraph 30.3.2, a beneficiary unit shall continue to be eligible to receive income security benefits during the current year in spite of the death of the head of the beneficiary unit.

30.3.6 Where the head of a beneficiary unit is eligible to benefit from the provisions under Sub-Section 30.7 and elects to benefit from such provisions and provided that days spent in harvesting and related activities and days remunerated pursuant to Sub-Section 30.7 total at least 120 days in a program year, the beneficiary unit may maintain eligibility in the program on this basis for a period not exceeding 3 consecutive years unless the Board decides to extend such period.

30.3.7 The Board or a Local Income Security Program Committee may advise a person eligible under the program to leave the program for reasons of health or security or, if such person appears eligible, to apply to benefit in virtue of appropriate measures provided through the program.

30.3.8 Harvesting or related activities may be replaced, for the purpose of the eligibility of a beneficiary unit, by land development activities, to the extent and on the conditions determined by the Board after a specific activity has been the subject of a decision of the Minister pursuant to a recommendation of the Board to the effect that it be considered as a land development activity.

## II. Temporary Leave

30.3.9 A beneficiary unit shall be entitled to a temporary leave from the program for a period of up to 3 consecutive program-years unless the Board decides to extend such period and provided that:

- a) the head of a beneficiary unit has requested in advance from the Board a temporary leave;
- b) the temporary leave is required as a result of:
  - i) the head of a beneficiary unit or the consort being enrolled in a full time program in a school, university or other institution recognized by the Board for this purpose, or
  - ii) the head of a beneficiary unit or the consort being engaged in a regular full time job;
- c) the head of the beneficiary unit:
  - i) is between the ages of 21 and 26 years old inclusive and has been enrolled in the program as head of a beneficiary unit during the 3 program-years immediately preceding the commencement of the temporary leave, or
  - ii) has been enrolled in the program as head of a beneficiary unit during at least 10 program-years including the 5 program-years immediately preceding the temporary leave;
- d) the temporary leave will only be valid for the program-years during which the head of a beneficiary unit or the consort is actually in school, in training or in a regular full time job;
- e) the beneficiary unit availing itself of a temporary leave:
  - i) shall not, during the temporary leave, lose sick leave benefits already accumulated under the program to which it was entitled at the moment that its participation in the temporary leave commences, and
  - ii) does not have a right to any payment under the program save where the Board otherwise decides provided that such a decision respects the nature and objectives of the program.

## III. Semi-Active Status

30.3.10 The head of a beneficiary unit who wishes to reduce his or her harvesting or related activities or who for medical reasons must reduce those activities may request that the beneficiary unit be designated as semi-active.

30.3.11 A beneficiary unit may avail itself of semi-active status provided the head of the beneficiary unit:

- a) has no medical impediment to continue to conduct harvesting and related activities for a period of at least 20 days and at least 50% of any such period away from a settlement;
- b) has been enrolled in the program for at least 15 years inclusive of any years on temporary leave and including the 5 years immediately preceding the application respecting semi-active status;
- c) is of an age that, if added to the number of years he or she has been enrolled in the program including any years on temporary leave, the total is at least 80;
- d) continues to spend more time during the year conducting harvesting and related activities than time in salary or wage employment within the meaning of sub-paragraph 30.3.3 a).

30.3.12 A beneficiary unit contemplated in paragraph 30.3.10, must decide either:

- a) to maintain for a period up to 5 years, its eligibility for the program as a semi-active unit and to receive payments under the program to which it is entitled, or



b) to receive a lump sum representing 100 % of the value of the sick leave days accumulated by the head of the beneficiary unit and the consort paid at the daily net allowance in force during the last year in which that beneficiary unit was enrolled in the program.

30.3.13 In the case of a beneficiary unit availing itself of the semi-active status under the program:

a) if the beneficiary unit decides to maintain its eligibility in the program as provided at sub-paragraph 30.3.12 a), both the head of a beneficiary unit and the consort shall not be entitled to benefit from the program for a period of 5 years following either the end of the period referred to in sub-paragraph 30.3.12 a) or the end of the year during such period in which it loses eligibility;

b) if the beneficiary unit received the lump sum referred to at subparagraph 30.3.12 b), both the head of a beneficiary unit and the consort shall not be entitled to benefit from the program for a period of 10 years following the last year they were enrolled on the program;

c) if the head of a beneficiary unit or the consort dies, the surviving adult shall keep his or her rights to the benefits provided under the semi-active status for the period remaining for entitlement to those benefits on the conditions provided at paragraph 30.3.12 and this paragraph;

d) in the case of divorce or separation affecting a unit, each of the adults shall keep his or her rights to the benefits under semi-active status for the period remaining for entitlement to those benefits on the conditions provided at paragraph 30.3.12 and this paragraph.

#### 30.4 Calculation of Benefits

##### I. General

30.4.1 The benefits under the program as of July 1, 2002 shall be calculated as provided for in this Sub-Section taking into consideration:

- a) the composition and size of the beneficiary unit eligible to benefit under the program, and
- b) the extent of harvesting and related activities of such beneficiary unit, and
- c) the amount of other income, and
- d) the harvesting region where the beneficiary unit conducted harvesting and related activities.

30.4.2 Any beneficiary unit eligible to benefit under the program shall be guaranteed a basic amount calculated as a sum of:

- a) an amount of \$ 3 818.00 for the head of the beneficiary unit and \$ 3 818.00 for the consort, and
- b) an amount of \$ 1 528.00 for each family and for each unattached individual not living with his parent, grandparent or child, and
- c) an amount of \$ 1 528.00 for each dependent child.

30.4.3 With respect to payment of daily allowances:

a) every beneficiary unit is entitled to receive a daily allowance in an amount of \$ 47.34 per adult for every day spent by the adult in the bush in harvesting or related activities, for every day, not exceeding 10 days per year, during which the adult participated as a member in the work of a Local Income Security Program Committee, for every day, not exceeding 3 days per year, during which the adult attended a mandatory course for firearms use and for every day during which the adult carried out land development activities referred to at paragraph 30.3.8, except:

- i) days for which the head of the beneficiary unit receives a salary for such activities;

ii) days for which the head of the beneficiary unit receives employment insurance or manpower training allowances;

iii) days for which the head of the beneficiary unit receives benefits under a statute as compensation replacing income;

iv) days for which the head of the beneficiary unit receives a salary for work other than harvesting or related activities;

b) in cases where a consort receives benefits, allowances or a salary referred to in sub-paragraph a), the beneficiary unit is not entitled to receive, for this consort, the daily allowance referred to in subparagraph a) for any day in respect of which the consort receives such benefits, allowances or salary;

c) the maximum number of days in a year for which a beneficiary unit may receive the amount provided in sub-paragraph a) is 240 days for each adult in the beneficiary unit except:

i) in the case of a beneficiary unit eligible under sub-paragraph 30.3.3 i) the maximum number of days in the first year for which a beneficiary unit may receive the said amount is 120 days for each adult in the beneficiary unit; and

ii) in the case of a beneficiary unit who is admitted to semi-active status under paragraph 30.3.11, the maximum number of days per year for which a beneficiary unit may receive the said amount is 119 days for each adult in the beneficiary unit;

d) subject to the provisions regarding indexation at paragraph 30.4.10, for the years 2003-4 and 2004-5 the amount of the daily allowance provided at sub-paragraph a) shall be adjusted by adding each year an amount of \$ 2.25.

30.4.4 For the purposes of this Sub-Section:

a) the words "other income" shall mean an amount equal to the sum of:

i) the income of the beneficiary unit from the sale of furs in excess of \$ 15,000.00 or such greater amount or amounts as may be determined by the Board;

ii) the amounts received pursuant to paragraphs 30.4.3 and 30.4.7;

iii) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph a) i);

iv) the net income from land development activities referred to at paragraph 30.3.8;

v) all other net income or salary from any other sources received by the members of the unit except net income received by a dependent child supplementary to his studies and not exceeding \$ 4 313.00, payments received by the unit in respect of child care, family allowances, old age security pensions and guaranteed income supplements, social aid payments and social assistance payments for Indians or any other income, salary or subsidy established by the Board;

vi) the amounts received pursuant to paragraph 30.4.6 and Sub-Sections 30.7 and 30.8;

b) for greater certainty, the words "other income" shall not include amounts received by a beneficiary unit as compensation as a result of hydro electric, mining or forestry development and that does not constitute a salary or income replacement.

30.4.5 Each beneficiary unit eligible to benefit under the program shall receive a sum equal to the amount determined pursuant to paragraph 30.4.2 less an amount equal to the sum of old age security pension payments received by the beneficiary unit and 40 percent of all other income.

## II. Maternity Benefits

30.4.6 With respect to payment of maternity benefits:

- a) when a woman who is the head of a beneficiary unit or who is the consort of the head of that unit is unable to participate in harvesting and related activities as a result of her pregnancy, its effects or care of her infant, the beneficiary unit has the right to maternity benefits under the program equivalent to those available under any maternity benefit program of general application in Québec;
- b) the Board shall determine, taking into account the daily allowance amount payable under paragraph 30.4.3 and the amount payable under paragraph 30.4.7, the period and the amount of the maternity benefits to be paid under this paragraph provided that the amount of such benefits may not exceed on a per diem basis the daily allowance payable under paragraph 30.4.3 combined, if applicable, with the amount payable under paragraph 30.4.7;
- c) notwithstanding sub-paragraph a), no maternity benefits shall be issued unless the Board determines, pursuant to criteria it establishes, that the woman, who is otherwise eligible to receive maternity benefits, would have participated in harvesting or related activities, and provided that she is not benefiting from a maternity benefit program of general application in Québec;
- d) maternity benefits are payable only after the Board has received documentation it considers adequate certifying the pregnancy of the woman requesting the benefits, the effects of the pregnancy or the care of her infant.

## III. Far Harvesting Region

30.4.7 In addition to the amount provided at paragraph 30.4.3, each adult in a beneficiary unit is entitled to receive an additional amount equal to 30 % of the amount provided under paragraph 30.4.3 for harvesting and related activities in a far harvesting region provided that:

- a) such harvesting and related activities are conducted during the period fixed by the Board for the Cree community in which the unit is registered provided that for each Cree community such period, even if varying between communities, shall begin during the Fall season and cover 180 consecutive days;
- b) the amount is only payable in respect of days claimed for which the member of the unit spent the full 24 hours in the far harvesting region;
- c) the number of days per adult per program-year for which this amount is payable shall not exceed 180.

30.4.8 The far harvesting regions are depicted in the set of maps attached as Schedule I. A set of the maps contained in Schedule I certified by the Board shall be held on deposit by the Board.

30.4.9 The following procedure shall apply to any modifications to the maps depicting the far harvesting regions:

- a) the Board may modify the maps depicting the far harvesting regions which presently form part of Schedule I to this Section or any successor map provided that:
  - i) any such modification is made by unanimous decision of the members present at the meeting considering the matter;
  - ii) a copy of the modified map certified by the Board is on deposit with the Board;
  - iii) copies of the modified map certified by the Board are provided to each of the Chairman of the Cree Regional Authority and the Minister within 30 days of the decision of the Board.
- b) Schedule I to this Section shall be deemed to be modified in accordance with the decision of the Board referred to at subparagraph a) thirty days following the date of the said decision.

#### IV. Indexation

30.4.10 Subject to paragraph 30.10.8, the dollar amounts provided for in this Sub-Section shall be indexed annually according to the increase in the cost of living in Québec. If a cost of living index for the Territory computed on a basis similar to that available in Québec becomes available, the Board may by unanimous decision of the members present at the meeting considering the matter, decide to use this index.

#### 30.5 Administration of the Program

##### I. Cree Hunters and Trappers Income Security Board

30.5.1 There is established the Cree Hunters and Trappers Income Security Board (hereinafter referred to as the “Board”). The Board may also be designated under the name in Cree of “NDOO-WHO SHOO-YAN OUJEMAOCH” and under the name, in French of “Office de la sécurité du revenu des chasseurs et piégeurs cris”.

30.5.2 The Board is a legal person within the meaning of the Civil Code of Québec and shall have the general powers of such a legal person and such special powers as are assigned to it by statute.

30.5.3 The Board shall have 6 members. The Cree Regional Authority and Québec shall each appoint three (3) members and shall pay the remuneration and expenses of their respective members.

30.5.4 Four (4) members shall constitute a quorum provided two (2) members appointed by each party are present.

30.5.5 The members of the Board shall each have one (1) vote.

30.5.6 The respective parties shall appoint a Chair and Vice-Chair of the Board who shall hold office for one (1) year from among their appointees in the following manner:

- a) in the first year of the operation of the Board, the Chair shall be appointed by Québec and the Vice-Chair shall be appointed by the Cree Regional Authority;
- b) in the second year of the operation of the Board, the Chair shall be appointed by the Cree Regional Authority and the Vice-Chair shall be appointed by Québec;
- c) in subsequent years, the appointment of the Chair and Vice-Chair of the Board shall take place in the sequence set forth in sub-paragraphs a) and b).

30.5.7 In the absence of the Chair, the Vice-Chair shall act as Chair.

30.5.8 The Chair of the Board shall have a second and deciding vote.

30.5.9 Unless otherwise specifically provided elsewhere in this Section, where it is provided that the Board decides or otherwise acts, it shall do so only in virtue of the vote of the majority of the members present at the meeting considering the matter provided that at least one member appointed by the Cree Regional Authority and one member appointed by Québec form part of the majority.

30.5.10 In addition to the other functions and duties of the Board provided for in this Section, the Board shall:

- a) examine the applications for income security benefits transmitted by the local administrator pursuant to paragraph 30.6.3 in light of the Local Income Security Program List in force on September 15 and draw up a definitive list of beneficiaries eligible for the program;
- b) review all protests and claims resulting from the operation of the program or the procedures established for the program or any other matter contemplated in this Section;

- c) review the operation of the program and procedures established for the program and participate at the request of the Minister in the evaluation of the results of the program;
- d) supervise the administration of the program and procedures established for the program;
- e) establish, pursuant to paragraph 30.4.10, the annual adjustment of the dollar amounts provided for in this Section and where appropriate the cost of living rate to which the payments under the program established by this Section shall be indexed;
- f) establish the administrative procedures and criteria, consistent with the terms of this Section, necessary to implement the program and modify such procedures and criteria from time to time on the basis of experience with the operation of the program;
- g) consult the appropriate local administrator or administrators in all matters respecting the operation of the program in any Cree community or communities;
- h) prepare an estimate of the annual costs of the program for each Cree community, including an amount for each beneficiary unit eligible, and obtain from Québec the funds necessary to cover such costs;
- i) prepare a budget for its own operations and obtain from Québec the funds necessary to cover such costs;
- j) recommend or determine, as the case may be, when and how revisions to the program should be made as provided in Sub-Sections 30.10 and 30.11;
- k) fulfill for a given Cree community the duties of the local administrator contemplated in paragraph 30.5.13 if there is no local administrator in such community;
- l) recommend to the Minister the specific activities to be designated as land development activities and determine the extent to which and the conditions upon which such activities may replace harvesting and related activities for the purposes of the eligibility of a beneficiary unit;
- m) determine, for the purposes of sub-paragraph 30.4.4 a) i), any amount or amounts from the sale of furs greater than \$ 15,000.00 which amounts may vary according to categories of beneficiaries, revenues, territories where harvesting and related activities are carried out or the manner in which such activities are exercised;
- n) determine the income, salaries and subsidies to be excluded pursuant to sub-paragraph 30.4.4 a) v);
- o) determine the criteria and conditions for maternity benefits contemplated in paragraph 30.4.6;
- p) determine the amount of the daily benefits, which may not exceed that provided in sub-paragraph 30.4.3 a) and paragraph 30.4.7 and the maximum number of days for which a beneficiary unit may receive maternity benefits, which may not exceed 240 days;
- q) establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph 30.6.8 f);
- r) establish rules relating to the application of benefits of the head of a beneficiary unit referred to at sub-paragraph 30.3.3 i);
- s) establish rules concerning the conditions of eligibility and participation in regard to temporary leave as provided at paragraph 30.3.9;
- t) decide, in the case of a beneficiary unit entitled to a temporary leave under paragraph 30.3.9, whether such unit may continue to be eligible for temporary leave after 3 consecutive years;
- u) establish, for the purposes of temporary leave from the program, what institutions should be recognized under sub-paragraph 30.3.9 b) i);

- v) decide, in the case of temporary leave from the program, whether a beneficiary unit may, by exception, continue to receive payments under the program as provided at sub-paragraph 30.3.9 e) ii);
- w) where appropriate, advise a person eligible under the program to leave the program for reasons of health or safety or to apply to benefit under other measures provided through the program;
- x) establish the period for each Cree community during which beneficiary units conducting harvesting and related activities in a far harvesting region are entitled to receive an additional amount as provided at paragraph 30.4.7;
- y) determine the information required to be provided by a beneficiary unit respecting time spent conducting harvesting and related activities in a far harvesting region;
- z) establish from time to time the dates on which Local Income Security Program Lists or amended Local Income Security Program Lists must be submitted to the Board;
- aa) determine for the purposes of the sick leave provisions under the program:
  - i) any person other than a doctor who may certify that the individual was unable to practice harvesting or related activities as provided at sub-paragraph 30.7.17 a);
  - ii) any different reference period referred to at sub-paragraph 30.7.17 d);
- bb) make recommendations concerning modifications to the sick leave provisions as provided at sub-paragraph 30.7.31 b);
- cc) administer the Insurance Fund and hold the Insurance Fund in trust as provided at Sub-Section 30.7;
- dd) determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster within the meaning of paragraph 30.7.9;
- ee) determine, as provided at Sub-Section 30.8, what events shall constitute a catastrophe and make recommendations to the Minister;
- ff) fulfill the duties and roles provided in respect of the mechanism for review of the implementation and application of Section 30 as provided at paragraph 30.10.10;
- gg) modify the maps depicting the far harvesting regions forming part of Schedule I of this Section or any successor map referred to at paragraph 30.4.9;
- hh) adopt such administrative rules as it deems necessary and appropriate to give effect to the provisions of this Section.

30.5.11 A measure adopted by the Board under sub-paragraph 30.5.10 n) must be approved by the Minister.

## II. Local Administrator

30.5.12 For each Cree community, the Board shall, following consultations with the responsible Cree local government, appoint a local administrator for the community who shall be an employee of the Board and who shall have an office in the community.

30.5.13 The local administrator shall:

- a) receive annually applications for income security benefits submitted in the Cree community where he or she carries on his or her duties;
- b) see to the proper functioning of the program and the procedures provided for and in accordance with this Section at the community level;

- c) see to the distribution and payment to heads of beneficiary units of sums due in accordance with the provisions of this Section;
- d) keep accurate and verifiable records of all payments made to heads of beneficiary units and costs incurred in administration under this program, in accordance with the procedures and criteria established by the Board;
- e) assist members of beneficiary units to apply for and prepare all necessary documentation respecting eligibility and benefit forms under the program, and other relevant information;
- f) collect and preserve all necessary documentation respecting eligibility and benefits under the program, according to the procedures and criteria established by the Board.

### III. Local Income Security Program Committee

30.5.14 A Cree community shall establish a local committee to prepare a list of persons who are recognized by community custom to be practicing harvesting and related activities as a way of life in compliance with the harvesting traditions and rules of the community.

30.5.15 With respect to the composition of the local committees:

- a) a local committee shall be composed of not fewer than three and not more than seven members;
- b) the members shall be chosen for a fixed period in accordance with the custom of the Cree community by and among the adults who are or have previously been beneficiaries of the program, provided that one member may be designated by the Council of the Band, as defined in the *Cree-Naskapi (of Québec) Act*, S.C. 1984, c. 18, from among its members;
- c) upon its establishment, the committee shall post a notice of its membership in a public place within the Cree community in question;
- d) at the end of their term, the members shall remain in office until they are replaced or reappointed.

30.5.16 The names of local committee members must be submitted to the Board upon the establishment of the local committee. The Board shall also be informed of who among the members, will direct the activities of the committee, coordinate its work and act as a liaison between the committee and the Board.

30.5.17 A quorum for sittings of a local committee shall be at least a majority of the members.

30.5.18 A local committee may adopt rules of procedure concerning the implementation of paragraphs 30.5.14 to 30.5.20. These rules shall be transmitted to the Board. They shall come into force as soon as they are posted by the local committee in a public place within the Cree community in question.

30.5.19 No later than June 30 of each year or such other date as may be established by the Board, the most recent list prepared by a Local Income Security Program Committee pursuant to paragraph 30.5.14 shall be submitted to the Board and posted in a public place within the Cree community in question.

30.5.20 The duties and authority of the Local Income Security Program Committee shall include among others:

- a) to make recommendations to the Board in regard to any aspect of the design, administration or operation of the program in the Cree community where it carries out its duties;
- b) to consult and exchange information deemed necessary by the Board on any matter regarding the design, administration or operation of the program in the Cree community where it carries out its duties;
- c) to prepare the list referred to at paragraph 30.5.14;
- d) to advise a person eligible under the program as provided at paragraph 30.3.7.

### 30.6 Procedures

30.6.1 For the purpose of the program, the program-year shall commence on July 1 of each year.

30.6.2 Each applicant for benefits under the program shall submit an application between July 1 and July 31 each year, unless prevented from doing so by harvesting or related activities, training, education or employment away from the settlement, sickness, accident or other similar circumstances.

30.6.3 No later than August 1 of each year or such other date as may be established by the Board, the local administrator shall transmit to the Board the applications for income security benefits submitted in the Cree community where his or her duties are carried out.

30.6.4 The Board shall review the applications referred to in paragraph 30.6.3 in the light of the Local Income Security Program Lists prepared and submitted by the Local Income Security Program Committees, shall draw up the definitive list of beneficiaries eligible for the program and shall calculate the required funds for each Cree community for the operation of the program during the current year, including administration costs of the program for the current year, taking into account in the estimated total costs any surplus or deficit resulting from the operation of the program in the preceding year.

30.6.5 The Board shall, on the basis of the calculation referred to at paragraph 30.6.4, submit to the Minister a request for the necessary funds for a given period to be determined from time to time by the Board and the Minister shall transfer to the Board, within thirty (30) days of the receipt of such request, the necessary funds to cover the costs of the program including administrative costs for such period.

30.6.6 No later than August 31 of each year, the Board may transfer to the local administrator amounts determined from time to time by the Board sufficient to cover the special payments referred to at paragraph 30.6.9 provided that the amount available to each local administrator is at least equal to 25 % of the total amount paid to beneficiary units in his community in the preceding year.

30.6.7 All funds transferred by the Board to a local administrator shall be held by such local administrator in segregated trust accounts for the specific purpose of payments to heads of beneficiary units in accordance with the provisions of this Section and administration costs incurred by the said local administrator in connection therewith.

30.6.8 The Board shall distribute payments to the heads of beneficiary units through the office of the local administrator, subject to the following provisions:

- a) the first payment, equal to one quarter of the estimated total annual payment, shall be made on or about September 1, the second payment on or about January 2, the third payment on or about April 1 and the fourth payment on or about June 30;
- b) any balance shall be paid after the submission of the information contemplated in paragraph 30.6.11, on the date determined by the Board;
- c) where the head of the beneficiary unit or the consort does not intend to return to his or her settlement before January 2, the payment to be made on September 1 shall be equal to half of the estimated total annual payment;
- d) the Board shall make payments directly to a consort upon request by the consort, in accordance with the criteria established by the Board;
- e) the Board may also, if it considers it necessary and in accordance with the criteria it stipulates, grant to the consort, rather than to the head of the beneficiary unit, the payments due to the unit or that part of the payment attributable to the consort;



f) where the head of the beneficiary unit or the consort has received an amount exceeding that payable for one year, the overpayment must be reimbursed in accordance with the conditions and procedures established by the Board, within the two years following the subsequent application for income security benefits;

g) in the event of the death of the head of a beneficiary unit or the consort in the period following the first payment in a program year and prior to the second payment, the minimum to be paid to the beneficiary unit in respect of the deceased shall be equal to at least a quarter of the estimated total annual payment established for the deceased for the year;

h) the Board may modify any date stipulated in sub-paragraphs a) or c).

30.6.9 Notwithstanding paragraph 30.6.8, the local administrator may issue payments to heads of beneficiary units or the consorts in the following cases:

a) a head of a beneficiary unit or the consort who intends to be absent from the settlement for a period of ten (10) consecutive days or more for the purpose of conducting harvesting and related activities and who has not received the special payment under sub-paragraph 30.6.8 c) for the said period shall be entitled to receive from the local administrator an advance upon his or her next regular payment in the amount of \$ 100.00 per eligible adult in the beneficiary unit;

b) in the event that a head of a beneficiary unit or the consort does not receive from the Board the payment due to him or her pursuant to subparagraphs 30.6.8 a) or c), the local administrator may issue such payment from the funds held by him.

30.6.10 The amount paid under paragraph 30.4.7 shall be paid at the end of the program-year or such other time as may be established by the Board.

30.6.11 Every head of a beneficiary unit shall be required to provide the local administrator with information for the year just ended and with estimated information for the year just commencing respecting the following:

a) information respecting his family necessary for the calculation referred to in paragraphs 30.4.2 and 30.4.3;

b) the amount of time spent conducting harvesting and related activities ;

c) the amount of time spent in wage employment;

d) the revenue derived from such harvesting and related activities and such wage employment;

e) any pertinent information respecting other income referred to in paragraph 30.4.4;

f) information in accordance with the requirements of the Board indicating the amount of time spent conducting harvesting and related activities in a far harvesting region.

30.6.12 The information referred to in paragraph 30.6.11 may be provided in the form appropriate to local circumstances, including in the form of diaries or affidavits.

30.6.13 The local administrator shall collect such information and forward it to the Board.

30.6.14 Québec and the Board shall have the right to verify or audit all procedures, books and documents provided for in this Section and shall have the right to withhold or reclaim funds or adjust allocations of funds in the event of overpayment or abuse.

### **30.7 Sick Leave, Disaster and Insurance Fund**

#### **I. General**

30.7.1 The purpose of this Sub-Section is to provide compensation, complete or partial, for the loss of income that beneficiaries under the program incurred as a result of not being able to conduct harvesting or related activities due to sickness or a disaster.

30.7.2 The days paid pursuant to the provisions of this Sub-Section shall be paid from the Insurance Fund referred to at paragraph 30.7.18.

30.7.3 The days paid pursuant to the provisions of this Sub-Section are not included in the total number of remunerated person/days referred to at paragraph 30.11.1.

## II. Sick Leave

30.7.4 During the 5 years following the coming into force of this Sub-Section, each program beneficiary shall accumulate, in an individual bank of days, for sick leave in accordance with the number of days remunerated pursuant to paragraph 30.4.3 on the following basis per program-year:

DAYS REMUNERATED	DAYS OF SICK LEAVE
Between 1 to 99	1
between 100 to 149	2
between 150 to 199	3
200 and more	4

30.7.5 The maximum number of sick leave days that can be accumulated by a program beneficiary shall be 240.

30.7.6 The members of a beneficiary unit may pool their sick leave days together, however, a member of a unit may only use the sick leave days of the consort after having first completely used his or her own sick leave days and only with the approval of the consort.

30.7.7 There shall be an annual communal bank of days comprising the sum of the days that can be remunerated through the contributions collected during the program year pursuant to paragraph 30.7.20 less the total number of days allocated to the beneficiaries of the program during the program year pursuant to paragraph 30.7.4.

30.7.8 The maximum number of days that can be included in the communal bank each year shall be 2000.

30.7.9 The days included in the communal bank shall first be used to remunerate losses due to disasters up to a maximum of 500 days for each program year. The Board shall determine whether the effects of an event such as a flood or a forest fire are of such significant scale as to qualify as a disaster.

30.7.10 The following provisions shall apply to payments made pursuant to paragraph 30.7.9:

- a) the daily benefit paid shall be equal to the daily net allowance;
- b) payments shall be made only for the program year during which the disaster occurred unless otherwise determined by the Board;
- c) the days remunerated must fall within a period of the year corresponding to the period of the preceding year, or years as determined by the Board, during which harvesting and related activities were conducted by the beneficiary unit;
- d) the days remunerated shall not have the effect of increasing benefits payable to a beneficiary unit beyond the number of days normally remunerated for that unit as determined by the Board and in any event shall not result in an individual receiving remuneration for days exceeding the total number of days for which each adult in a beneficiary unit may receive payments as stipulated at sub-paragraph 30.4.3 c);

e) the days paid shall not be included in the total number of remunerated person/days stipulated at paragraph 30.11.1;

f) no contributions referred to at paragraph 30.7.20 need be paid in respect of the days remunerated.

30.7.11 In cases of sickness, a beneficiary may, after using all sick leave days that he or she has accumulated, be further remunerated from the communal bank:

a) up to the number of days corresponding to his or her share of the days allocated to the unit for the program year in a case where the consort has not consented to the use of his or her individual bank of sick leave days as provided in paragraph 30.7.6; or

b) up to the number of days allocated to the unit for the program year in a case where the consort has consented to the use of his or her individual bank of sick leave days, as provided in paragraph 30.7.6, and those days have been used.

30.7.12 In the event that a beneficiary dies during a program year:

a) the sick days accumulated by the beneficiary shall be cancelled at the end of the program year without compensation or reimbursement to the beneficiary unit;

b) the consort however may during the program year use the sick days accumulated by the deceased beneficiary.

30.7.13 In the event of a separation or divorce, each beneficiary shall keep the number of sick days that he or she has accumulated.

30.7.14 A beneficiary may retain the sick days he or she has accumulated for 3 consecutive program years during which his or her unit is not enrolled under the program or during the time the unit is granted a temporary leave after which the beneficiary who is still not part of a unit that is enrolled under the program shall lose the days that he or she has accumulated.

30.7.15 A consort in a unit enrolled under the program shall lose his or her accumulated sick leave days after 5 consecutive program-years of not making contributions to the Insurance Fund.

30.7.16 Except where otherwise provided in this Section, no compensation or reimbursement shall be made as a result of loss or cancellation of accumulated sick leave days.

30.7.17 A beneficiary unit is entitled to the payment of sick leave benefits under this Sub-Section provided that:

a) a document signed by a doctor or other person recognized for this purpose by the Board, certifies that the beneficiary was unable, during a given period, to practice harvesting or related activities because he or she was sick or injured;

b) the days remunerated are days in a period of time during which the beneficiary usually conducts harvesting or related activities determined with reference to the preceding year, unless the Board determines a different reference period;

c) the days for which a claim is made under this Sub-Section have not been remunerated and are not eligible to be remunerated in virtue of other provisions of the program;

d) the number of days remunerated pursuant to this Sub-Section added to the number of days remunerated pursuant to paragraph 30.4.3 shall not exceed the number of days for which a beneficiary unit was remunerated during the previous year, or such previous years as may be determined by the Board, but in no case shall exceed the number of days for each adult specified at sub-paragraph 30.4.3 c);

e) payments of sick leave benefits shall be made at the end of the program year, or on such other date as may be determined by the Board, at which time the beneficiary unit must be informed of the amounts and number of days that have been remunerated pursuant to this Sub-Section and must also be informed of the number of days that both the head and the consort have remaining in their individual banks.

### III. Insurance Fund

30.7.18 A fund, hereinafter referred to as the “Insurance Fund”, is established to finance the provisions of this Sub-Section relating to sick leave and disaster.

30.7.19 The Insurance Fund shall be administered by the Board.

30.7.20 The Insurance Fund shall be financed through equal contributions from Québec and the beneficiaries of the program in the following manner:

a) each beneficiary unit shall contribute annually to the Insurance Fund for each day remunerated under the program pursuant to paragraph 30.4.3, with the exception of days remunerated for sick leave, disaster and catastrophe, an amount which shall be deducted automatically from the program benefits payable to the beneficiary unit for the program year;

b) Québec shall contribute each year an amount equal to that of the total contributions paid by the beneficiaries for the program year.

30.7.21 During the 5 years following the coming into force of the provisions regarding the Insurance Fund, the contribution to the fund shall be equivalent to 2.4% of the amount paid pursuant to paragraph 30.4.3, divided equally between Québec and the beneficiary units enrolled under the program.

30.7.22 Following the fifth year of the coming into force of the provisions regarding the Insurance Fund :

a) the Board may modify the contributions required provided that:

i) the minimum contribution shall be equal to 0.24 of 1% of the amount payable under paragraph 30.4.3;

ii) the maximum contribution shall not exceed 2.6% of the amount payable under paragraph 30.4.3;

iii) in the event that there are surpluses in the Insurance Fund, the Board may apply such surpluses to lower contributions subject to the following:

1. if the accumulated surplus is under 10% of the amount required to meet the obligations under this Sub-Section, there shall be no change to the contributions;

2. if the accumulated surplus is between 10% and 19% of the amount required to meet the obligations under this Sub-Section, the Board may chose to reduce contributions;

3. if the accumulated surplus is 20% of the amount required to meet the obligations under this Sub-Section or greater, the Board shall reduce the contributions;

b) the Board may, rather than modifying the contributions, increase the number of sick days to which an individual is entitled annually or modify, in a manner consistent with this Sub-Section, the provisions relating to the communal bank;

c) the Board may choose to combine any or all of the measures provided at sub-paragraphs a) and b) of this paragraph;

d) the Board must ensure in all cases that there are sufficient funds in the Insurance Fund to cover all individual sick day banks at the prevailing daily net allowance.

30.7.23 The Insurance Fund shall be held in trust by the Board for the purposes specifically provided for in this Sub-Section.

30.7.24 The contributions of the beneficiaries and of Québec to the Insurance Fund shall be deposited by the Board as they are received in one or several banks contemplated by the *Bank Act*, S.C. 1991, c. 46, or by the *Cooperative Credit Associations Act*, S.C. 1991, c. 48.

30.7.25 The Board may determine from time to time amounts in the Insurance Fund not required at the time for payments to beneficiaries in virtue of this Sub-Section or for other purposes specifically provided for in this Sub-Section and may invest such sums in securities ensuring the protection of the capital and, subject to protection of the capital, a reasonable return.

30.7.26 The assets of the Insurance Fund:

a) shall not be part of the Board's assets and cannot be used by the Board for purposes other than those stipulated in this Sub-Section;

b) are not seizable;

c) may be used in respect of the execution of a judgment by a court of competent jurisdiction against the Board in respect of its management or administration of the Insurance Fund.

30.7.27 The Board shall determine from time to time the amounts required to pay the administrative costs related to the Insurance Fund and such administrative costs shall be paid out of the Insurance Fund.

30.7.28 The Board shall be responsible for maintaining distinct books and accounts for the Insurance Fund.

30.7.29 The fiscal year for the Insurance Fund shall correspond to the program year.

30.7.30 The Board shall each year report to the Cree Regional Authority and to Québec respecting the operations of the Insurance Fund.

30.7.31 Notwithstanding paragraph 30.12.1,

a) the provisions of this Sub-Section and other provisions of this Section related to sick leave, disasters and the Insurance Fund shall cease to have effect and shall be considered rescinded at the end of the program year in which a notice in writing is given by the Cree Regional Authority to Québec stating that the program beneficiaries no longer wish to participate in a sick leave plan provided that such notice shall not be given within the first 5 years of the implementation of this Sub-Section and may only be given within 5 years following that fifth anniversary of the implementation of this Sub-Section;

b) after the provisions of this Sub-Section and of this Section relating to sick leave have been in force for a period of 5 years, they may be modified in whole or in part by agreement between the Chairman of the Cree Regional Authority and the Minister but only after receiving advice from the Board.

30.7.32 In the event that the provisions relating to sick leave, disasters and the Insurance Fund are rescinded as provided at sub-paragraph 30.7.31 a), the Board shall pay all amounts due from the Insurance Fund for the period prior to the rescinding of the sick leave and disaster provisions and shall distribute any balance remaining in the Insurance Fund after such payments in the following proportions:

a) 50% to the beneficiaries of the program in a manner to be determined by the Board, and

b) 50% to Québec.

## 30.8 Catastrophe

30.8.1 For the purposes of this Sub-Section:

a) “catastrophe” shall mean an event such as an earthquake or a major forest fire, whatever the cause, that has a significant impact on the harvesting and related activities of the beneficiaries resulting in a reduction of days spent in harvesting and related activities;

b) the Board shall determine, in a manner consistent with the provisions of this Section and particularly this Sub-Section, what specific events shall constitute a catastrophe.

30.8.2 With respect to payment of benefits in the case of catastrophes:

a) the Board shall make recommendations to the Minister regarding:

i) the appropriateness of applying the provisions related to catastrophes;

ii) the daily rate to be applied for the period to be covered through these provisions and the total amount of compensation to be paid, provided that the daily compensation paid to a beneficiary unit for each day under this measure shall never exceed the daily net allowance;

iii) the number of days to be compensated;

b) no contribution need be paid in respect of benefits paid pursuant to this paragraph and no days for sick leave shall be allocated for the days compensated pursuant to this paragraph;

c) no payment shall be made pursuant to this paragraph if there exist other means of compensation for the days lost as a result of a catastrophe;

d) all individual claims by a beneficiary unit made pursuant to this paragraph must be approved by the Board;

e) the Board may adopt administrative rules respecting the presentation of a claim pursuant to this paragraph, the manner in which the Board shall treat such claim and the manner of payment.

### 30.9 Examination, Review and Appeals

30.9.1 Notwithstanding sub-paragraphs 30.3.3 a) to n), if a Cree believes that, consistent with the nature and purposes of the program, he or she should be considered eligible and should receive benefits under the program, the Board may, upon request from such person, examine or review the case and determine if the grounds given by this person are consistent with the nature and purposes of the program and decide if such person shall be considered eligible and benefit under the program. The decision of the Board must be by unanimous vote of the members present at the meeting considering the matter.

30.9.2 If the head of a beneficiary unit or his consort believes himself or herself aggrieved because the beneficiary unit has been refused income security benefits, because he or she considers the beneficiary unit is entitled to higher income security benefits, because the income security benefits of the beneficiary unit have been reduced, suspended or discontinued, or because the Board has refused to make payments directly to a consort as provided in subparagraphs 30.6.8 d) and e), he or she may appeal to the Board to review its decision.

30.9.3 An application for a review by the Board shall be made in writing within sixty (60) days after the complainant is notified of the decision he or she applies to have reviewed. The application for review must contain a brief account of the grounds invoked and must be sent to the Board.

30.9.4 Upon receipt of the application for review, the Board shall verify the facts and circumstances of the case, examine the grounds invoked and render its decision within sixty (60) days of receiving the application for review. The Board shall immediately give notice in writing to the complainant of the decision rendered, the reasons on which it is based and any right to further appeal.

30.9.5 If a person feels aggrieved by a decision of a Local Income Security Program Committee which he or she has not appealed, he or she may request that the Committee review its decision in accordance with the following procedures:

- a) the request for revision must be presented to the Committee within 15 days following the posting of the list contemplated at paragraph 30.5.19;
- b) the Committee must, before deciding on its review, give the person an opportunity to be heard;
- c) the Committee may maintain or reverse its original decision;
- d) any decision rendered pursuant to sub-paragraph c) that is unfavorable to the person who requested the review shall be in writing and include reasons and must be transmitted to the said person together with information on his or her right to appeal the decision;
- e) in the case of a decision favorable to the person who requested the review, the Committee shall modify the list provided for in paragraph 30.5.14 and submit it to the Board no later than September 15.

30.9.6 If a person feels aggrieved by a decision of the Local Income Security Program Committee pursuant to a review in virtue of paragraph 30.9.5, he or she may appeal to the Board. Paragraphs 30.9.3 and 30.9.4 apply with the necessary changes to an appeal made pursuant to this paragraph.

30.9.7 The Board may maintain or reverse a decision submitted to it.

30.9.8 An appeal may be made to the Tribunal administratif du Québec or its successor concerning a decision rendered by the Board pursuant to paragraph 30.9.7.

30.9.9 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision made by the Local Income Security Program Committee or the Board, as the case may be.

### 30.10 Review of the Program

30.10.1 Québec and the Cree Regional Authority shall from time to time review the operation of the program, procedures and benefits established by and in accordance with this Section and may by mutual consent make any adjustments necessary for the proper functioning of or to give effect to the program, procedures and benefits provided for in this Section including more particularly the provisions of paragraphs 30.2.3, 30.2.8 and 30.2.9.

30.10.2 With respect to the basic guarantee under the program:

- a) in the event that the basic guarantee for families without other income under any social aid, social assistance for Indians or Inuit, or guaranteed annual income program of general application existing in Québec is increased, the program shall be modified by the Board so as to assure that, on the basis of a family of two (2) adults, the present ratio between the basic guarantee under such programs and the basic guarantee under the program is maintained by increasing proportionally each of the amounts provided for at sub-paragraphs 30.4.2 a) and b);
- b) if a guaranteed annual income program of general application is introduced which includes basic guarantees for persons with earned incomes distinct from basic guarantees for persons with no income, the program shall be modified by the Board so as to assure that on the basis of a family of two (2) adults, the basic guarantee under the program and such basic guarantee for persons with earned income under the guaranteed annual income program of general application are equal by increasing proportionally each of the amounts provided for at subparagraphs 30.4.2 a) and b). In no case shall such revision reduce the amounts provided for at sub-paragraphs 30.4.2 a) or b);
- c) the provisions of sub-paragraph 30.10.2 a) shall apply unless the Board by unanimous decision of the members present at the meeting considering the matter decides to apply the provisions of sub-paragraph

30.10.2 b) in which case sub-paragraph 30.10.2 a) and paragraph 30.10.5 shall not apply for such time as the guaranteed annual income program structure contemplated in sub-paragraph 30.10.2 b) exists.

30.10.3 In the event that the weighted average benefits per child under sub-paragraph 30.4.2 c) and under family and youth allowances due to families eligible under the program is less than equal to the weighted average benefits per child that would be due under the basic guarantee in virtue of any social aid, transfer payment or guaranteed annual income program in Québec and family and youth allowances to the same families if they were eligible under such programs, the program shall be modified by the Board by increasing the amount provided for at sub-paragraph 30.4.2 c) by the amount of the difference between the two (2) weighted averages.

30.10.4 Subject to paragraph 30.10.3, in the event that family allowances provided to citizens of Québec at the date of the execution of the Agreement are increased over and above the increase due to indexation, the dollar amount provided for at sub-paragraph 30.4.2 c) shall not be indexed by the Board pursuant to paragraph 30.4.10 until such time as the cumulative increase which would have resulted from the indexing of the amounts provided for at sub-paragraph 30.4.2 c) equals the amount indexed on the same basis, of such increase in family allowances.

30.10.5 In the event that any social aid, social assistance for Indians or Inuit or guaranteed income program of general application which exists in Québec is revised, including increases due to indexation, the program will be modified, in accordance with the provisions of paragraph 30.10.7, if the break-even point for a family of two adults in the program is less than the break-even point for the same family size in such program of general application in Québec. Such modification will never reduce the break-even point in the program.

30.10.6 In the event that any social aid program existing from time to time in Québec is modified or a guaranteed annual income program of general application is established or modified, the Board may request a review of the program if in its opinion it would have been more expensive for Québec, during any period of one (1) year running from July 1 to June 30, to enroll all beneficiaries of the program in such social aid program or such guaranteed income program of general application and in such case the program shall be modified in accordance with the provisions of paragraphs 30.10.7 and 30.10.9.

30.10.7 In the case of modifications to the program effected pursuant to and in accordance with paragraphs 30.10.5 and 30.10.6, Québec shall effect such modifications only after prior consultation with and upon recommendations of the Board. Such modifications to the program not contemplated by paragraphs 30.10.2 and 30.10.3 shall assure that the basic guarantee established by and in accordance with paragraph 30.4.2 for the program shall not be reduced and the exemptions and the reduction rate established by and in accordance with paragraphs 30.4.4 and 30.4.5 for the program shall not be modified unless the Board otherwise decides by unanimous decision of the members present at the meeting considering the matter.

30.10.8 In the event that the benefits of any social aid or guaranteed annual income program of general application existing from time to time in Québec are indexed to an index other than the cost of living index in Québec, the program shall be adjusted by the Board to provide that such index is applied to the dollar amounts provided for at paragraph 30.4.2 and that the index applied to other dollar amounts provided for in the program shall be comparable to the index applied to comparable benefits in such program of general application if same would result in a better maintenance of the relative benefits of the program over the years than would the index currently in use in the program.

30.10.9 In the event that any other guaranteed annual income, transfer payment, or income security programs of general application are established, or are significantly modified from time to time in Québec, whether such programs are established or funded by Canada or Québec:



a) subject to the provisions of this Sub-Section, Québec and the Cree Regional Authority shall review the program and shall by mutual consent make any adjustments necessary to ensure the continued existence of the program and the maintenance of the purpose and principles of the program;

b) a lack of agreement between Québec and the Cree Regional Authority on a matter contemplated in sub-paragraph 30.10.9 a) shall not prejudice the rights of beneficiaries under the program including those set forth in paragraphs 30.2.3, 30.2.8 and 30.2.9 and failing such agreement the necessary adjustments shall be effected through binding arbitration in accordance with the laws of Québec and upon the basis of the principles set forth in this Section. For the purposes of such arbitration, Québec and the Cree Regional Authority shall each appoint one arbitrator. The arbitrators so appointed shall together appoint a third arbitrator.

30.10.10 In addition to the process provided in paragraphs 30.10.1 to 30.10.9, a mechanism for review of the implementation and application of this Section is established as follows:

a) Québec and the Cree Regional Authority may initiate a review by submitting to the Board, with a copy to the other party, a written notice signed by, in the case of Québec, the Minister or one of the members of the Board appointed by Québec and, in the case of the Cree Regional Authority, its Chairman or one of the members of the Board appointed by the Cree Regional Authority, requesting the review of any aspect of the program;

b) the Board shall consider the request within the 90 days following receipt of the written notice referred to at sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority;

c) if the Board does not arrive at a solution satisfactory to both the Minister and the Chairman of the Cree Regional Authority, it shall again consider the matter within 150 days of the date of the receipt of the notice referred to in sub-paragraph a) or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority;

d) should the Board, after considering the matter as provided in subparagraph c), fail to reach a position acceptable to the Minister and the Chairman of the Cree Regional Authority, it shall so notify the Minister and the Chairman of the Cree Regional Authority who may within 45 days following the date of the receipt of such notice from the Board or within any other period agreed to by the Minister and the Chairman of the Cree Regional Authority:

i) determine an agreed upon solution;

ii) designate a third party to inquire, collect relevant information and draft recommendations;

iii) institute a mediation process agreed upon; or

iv) institute the binding arbitration process provided for at subparagraph 30.10.9 b);

e) if an agreement between the Minister and the Chairman of the Cree Regional Authority is achieved, the parties shall within a reasonable delay take the necessary measures to implement their agreement;

f) if there is no agreement between the Minister and the Chairman of the Cree Regional Authority pursuant to subparagraph d) and the parties have not instituted the binding arbitration process provided for at subparagraph 30.10.9 b), Québec, the Cree Regional Authority and the Board shall include the issue in question in the next review of the program held pursuant to paragraph 30.10.1.

### 30.11 Final Provisions

30.11.1 Subject to modification by the mutual consent of Québec and the Cree Regional Authority, the total number of remunerated person/days contemplated at paragraph 30.4.3 in each program-year shall

not exceed three hundred and fifty thousand (350 000) person/days and the total number of remunerated person/days contemplated at paragraph 30.4.7 in each program-year shall not exceed one hundred thousand (100 000) person/days or, in either case, such greater number of person/days as may be fixed by Québec after consultation with the Board.

30.11.2 At least one hundred and eighty-five thousand (185 000) person/days or any greater number of such days as may be fixed by Québec after consultation with the Board, must be spent in harvesting or related activities while other days may be spent in such activities or in land development activities having been the subject of a decision of the Minister pursuant to paragraph 30.3.8.

30.11.3 In the event that, at the commencement of a program year, the Board determines that the estimated total person/days to be remunerated under paragraph 30.4.3 exceeds three hundred and fifty thousand (350 000), it shall review the operation of the program and recommend appropriate measures to be implemented in succeeding years in order to give effect to the provisions of paragraph 30.11.1 or any modifications pursuant thereto.

30.11.4 If, for any program year, the demand for days to be remunerated under paragraph 30.4.7 exceeds 100 000 days, the Board shall, in order to comply with paragraph 30.11.1, determine how the available 100 000 days shall be allocated to beneficiary units claiming such days under paragraph 30.4.7 for that program year.

30.11.5 If, for any program year, the demand against the communal bank for the payment of sick days exceeds the number of days in the communal bank after the payment of days lost due to disasters, the Board shall determine how the days available in the communal bank shall be allocated to beneficiary units claiming such days for that program year.

30.11.6 If, for any program year, the demand for payments due to disasters pursuant to paragraph 30.7.9 exceeds 500 days, the Board shall determine how the days available shall be allocated to beneficiary units claiming such days for that program year.

30.11.7 In the event that the Minister does not receive the recommendation referred to at paragraph 30.11.3 before December 31 of any given year or if he has cause to believe that such recommendations will not give proper effect to the provisions of paragraph 30.11.1, he may, after further consultation with the Board, effect such modifications as are necessary to give proper effect to the provisions of the said paragraph.

30.11.8 Notwithstanding any other Act, the Board may when appropriate obtain from any government department or body any information that it considers necessary respecting the benefits of any kind which such department or body has paid, is paying or would be authorized to pay to any person who receives or applies for benefits under the program.

30.11.9 Subject to the provisions of this Section, the Minister may, after consultation with the Board, establish such further administrative procedures, including requirements for verification of information, and prescribe such penalties as may be necessary to give full force and effect to this Section.

### **30.12 Amendment Clause and Legislation**

30.12.1 Unless otherwise specifically provided in this Section, the provisions of this Section can only be amended with the consent of Québec and the interested Native party.

30.12.2 Legislation enacted to give effect to the provisions of this Section may be amended from time to time by the National Assembly of Québec.

SCHEDULE 1 – Maps of far harvesting regions.

*See plan no. 67 Far Harvesting Region of Chisasibi (Complementary Documents)*

*See plan no. 68 Far Harvesting Region of Eastmain (Complementary Documents)*

*See plan no. 69 Far Harvesting Region of Mistissini (Complementary Documents)*

*See plan no. 70 Far Harvesting Region of Nemaska (Complementary Documents)*

*See plan no. 71 Far Harvesting Region of Oujé-Bougoumou (Complementary Documents)*

*See plan no. 72 Far Harvesting Region of Waskaganish (Complementary Documents)*

*See plan no. 73 Far Harvesting Region of Waswanipi (Complementary Documents)*

*See plan no. 74 Far Harvesting Region of Wemindji (Complementary Documents)*

*See plan no. 75 Far Harvesting Region of Whapmagoostui (Complementary Documents)*

## SCHEDULE 2

### RESEARCH PROJECT

1. The research project shall be the responsibility of the Cree Hunters and Trappers Income Security Board.
2. The research project shall be conducted by an individual chosen by Québec and the Cree Regional Authority who will carry out the research project under the supervision of the Board.
3. The mandate for the research project shall include:
  - a) to prepare a list of all programs, resources and agreements available from Canada, Québec, the Cree Regional Authority, the Cree Trappers Association or offered by other organizations or entities which will be likely to assist Cree hunters and trappers in satisfying their requirements related to the carrying out of their activities;
  - b) to collect, in respect of each of the said programs, resources and agreements, any basic information likely to be helpful to the Cree hunters and trappers, to the members of the Board, to representatives of Québec departments or to representatives of Cree entities;
  - c) to determine the content and format of a document that would both meet the needs of the Cree hunters and trappers, the members of the Board, representatives of Québec departments and representatives of the Cree entities and also be easy to use by all parties;
  - d) to prepare and produce the document referred to in c);
  - e) to identify means to update the document referred to in c) and ways to measure the extent of the use of the document and the level of satisfaction by users as well as the projected cost of such work.
4. The research project shall have a duration of one year which may be extended for a maximum of a further six months.
5. The budget provided by Québec for one year will be approximately \$ 110,000.00 comprising:
  - \$ 70,000.00 in salary (salary of a professional level employee plus 12 %)
  - \$ 40,000.00 in operating costs (travelling expenses, typing, supplies etc.)
6. The parties recognize that there could be a need for a further budget regarding the updating of the document. The person responsible for the research project shall include this matter in the recommendations contemplated in 3 e) above.

### SIGNATORIES (CBJNQ)

EN FOI DE QUOI, les parties aux présentes ont dûment fait signer la présente convention complémentaire à la date et à l'endroit indiqués ci-dessous en 2 exemplaires.

IN WITNESS WHEREOF, the parties hereto have caused 2 copies of this Complementary Agreement to be duly signed on the date and at the place hereinbelow indicated.

SIGNÉ À (QUÉBEC)

Le

SIGNED AT (QUÉBEC)

The

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

\_\_\_\_\_  
Le président Chairman

GOUVERNEMENT DU QUÉBEC

GOVERNMENT OF QUÉBEC

\_\_\_\_\_  
Ministre Minister

\_\_\_\_\_  
Ministre Minister

\_\_\_\_\_  
Ministre Minister