

## **Complementary Agreement no. 8**

(CBJNQ)

BETWEEN

The CREE REGIONAL AUTHORITY, a public corporation duly constituted under Chapter A-6.1, Revised Statutes of Québec 1978, herein acting and represented by Matthew Coon Come, its chairman, duly authorized to execute this Agreement;

and

THE GOVERNMENT OF QUÉBEC (hereinafter referred to as “Québec”) herein represented by the Minister of Manpower and Income Security.

WHEREAS Section 30 of the James Bay and Northern Québec Agreement (hereinafter referred to as the “Agreement”) provides that Québec and the Cree Regional Authority shall from time to time review the operation of the Income Security Program for Cree hunters and trappers (hereinafter referred to as “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 Agreement and an 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 July 1985, the Board submitted to the Government of Québec and the Cree Regional Authority recommendations respecting the revision of the program;

WHEREAS representatives of the Government of Québec and the Cree Regional Authority have considered the said recommendations and other aspects of the program and have agreed on modifications to the program which are necessary and appropriate;

WHEREAS the parties hereto wish to amend the James Bay and Northern Québec Agreement in the manner hereinafter set forth.

NOW, therefore, the parties hereto hereby agree as follows:

1. the parties hereto amend Section 30 of the James Bay and Northern Québec Agreement as specified in Schedule I attached hereto to form part hereof;
2. with respect to the particulars of the maternity leave benefits referred to in section 10 of Schedule I hereto, the parties confirm that it is their intention that the said benefits be established in conformity with the contents of Schedule II attached hereto to form part hereof;
3. with respect to the provisions relating to income from the sale of furs found in section 9 of Schedule I, the parties undertake to review those provisions within two years of their coming into force in the light of experience in applying the said provisions;
4. the parties hereto undertake to review annually the man/day limit for the program and to agree on adjustments they deem necessary. The parties may also, by agreement, determine from time to time the way in which the annual review is to be carried out.

**Annex I**

Amendments to section 30 of the James Bay and Northern Québec Agreement

**1** Paragraph 30.1.3 of Section 30 of the James Bay and Northern Québec Agreement is amended by adding the following sub-paragraph at the end:

“This program must also offer advantages equivalent to those granted under any maternity benefit program of general application in Québec.”.

*[Amendment integrated]*

**2** Paragraph 30.1.7 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.1.7 Subject to sub-paragraphs (d) and (e) of paragraph 30.5.8, payments under the program shall be made to beneficiary units and established on the basis of such beneficiary units.”.

*[Amendment integrated]*

**3** Section 30 of the Agreement is amended by adding after paragraph 30.2.1, the following paragraph:

“30.2.1A If the Board has been advised of the existence of a Local Income Security Program Committee, for a beneficiary unit to be eligible, the name of its head must appear on the Local Income Security Program List submitted to the Board no later than 21 June of each year or on an amended list, if any, submitted to the Board no later than 1 August, of each year.”.

*[Amendment integrated]*

**4** Paragraph 30.2.2 of Section 30 of the Agreement is amended as follows:

(i) The first three lines of the said paragraph are replaced by the following:

“Eligibility to benefits under the program shall be determined in the manner provided in paragraph 30.2.1A and this paragraph. Subject to paragraph 30.2.1A, the following beneficiary units shall be eligible:”;

(ii) Sub-paragraph (e) of paragraph 30.2.2 is replaced by the following:

(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 his 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”;

(iii) Paragraph 30.2.2 is amended by adding, at the end, the following sub-paragraphs:

“(h) any beneficiary unit which, during 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).

“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 of Manpower and Income Security pursuant to a unanimous recommendation of the Board to the effect that it be considered as a land development activity.”.

*[Amendment integrated]*

5 Sub-Section 30.2 of Section 30 of the Agreement is amended by adding after paragraph 30.2.3, the following paragraph:

“30.2.3A Notwithstanding paragraph 30.2.1A, 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.”.

*[Amendment integrated]*

6 Paragraph 30.2.4 of Section 30 of the Agreement is deleted.

*[Amendment integrated]*

7 Paragraph 30.3.2 of the Agreement is amended by replacing the said paragraph by the following:

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

- (a) an amount of \$2,654.00 for the head of the beneficiary unit and \$2,654.00 for his consort, if any, and
- (b) an amount of \$1,064.00 for each family and for each unattached individual not living with his parent, grandparent or child, and
- (c) an amount of \$1,064.00 for each dependent child provided such dependent child is less than eighteen (18) years of age and is not a head of a family.”.

*[Amendment integrated]*

8 Paragraph 30.3.3 of the Agreement is amended by replacing the said paragraph by the following:

“30.3.3

(a) Every beneficiary unit is entitled to receive an amount of \$31.35 per adult for every day spent by the adult in the bush in harvesting or related activities, for every day, not exceeding ten (10) days per year, during which the adult participated as a member in the work of a Local Income Security Program Committee and for every day during which the adult carried out land development activities which have been the subject of a decision of the Minister pursuant to the last sub-paragraph of paragraph 30.2.2, except:

- (i) days for which the unit head receives a salary for such activities;
- (ii) days for which the unit head receives unemployment insurance or manpower training allowances;
- (iii) days for which the unit head receives benefits under a statute as compensation replacing income;
- (iv) days for which the unit head 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 amount referred to in the first paragraph for any day in respect of which the consort receives such benefits, allowances or salary.

(c) The maximum number of days per 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.”.

*[Amendment integrated]*

**9** Paragraph 30.3.4 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.3.4 For the purpose of this Sub-Section, the words “other income” shall mean an amount equal to the sum of:

- (a) the income of the beneficiary unit from the sale of furs in an amount established by the Board or, in the absence of a decision of the Board, in excess of \$750 for every adult member of the beneficiary unit;
- (b) the amounts received pursuant to paragraph 30.3.3;
- (c) all net income from guiding, outfitting or commercial fishing and net income from harvesting and related activities, excluding income contemplated in sub-paragraph (a);
- (d) the net income from land development activities referred to in the final sub-paragraph of paragraph 30.2.2;
- (e) 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 \$3,000, 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.”.

*[Amendment integrated]*

**10** Sub-Section 30.3 of Section 30 of the Agreement is amended by adding after paragraph 30.3.5, the following:

“30.3.5A 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 to the extent and upon the conditions provided in this Section and by the Board, in the amount established pursuant to paragraph 30.3.3.

Notwithstanding the first sub-paragraph, no maternity benefits shall be issued until 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 benefitting from a maternity benefit program of general application in Québec.

An application for maternity benefits must be accompanied by a medical certificate certifying the pregnancy of the person requesting the payments and the anticipated date of delivery. If such request is made for the effects of the pregnancy following delivery or for care of her infant, the medical certificate must certify these effects or such child care.

The period and the amount of the benefits shall be determined by the Board. Such a decision must contain advantages equivalent to those available under any maternity benefit program of general application in Québec.”.

*[Amendment integrated]*

**11** Paragraph 30.3.6 of Section 30 of the Agreement is amended by deleting the second sentence.

*[Amendment integrated]*

**12** Paragraph 30.4.1 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.4.1 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”.

“30.4.1A The Board is a corporation within the meaning of the Québec Civil Code and shall have the general powers of such a corporation and such special powers as are assigned to it by statute.”.

*[Amendment integrated]*

**13** Paragraph 30.4.8 of Section 30 of the Agreement is amended as follows:

(i) by replacing sub-paragraph (a) with the following:

“(a) examine the applications for income security benefits transmitted by the local administrator pursuant to paragraph 30.5.3 in light of the Local Income Security Program List in force on 1 August and prepared by the Local Income Security Program Committees and draw up a definitive list of beneficiaries eligible for the program.”;

(ii) by adding after sub-paragraph (j) the following sub-paragraphs:

“(k) fulfil for a given Cree community the duties of the local administrator contemplated in paragraph 30.4.10, 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 (a) of paragraph 30.3.4 the amounts of income from the sale of furs which 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 (e) of paragraph 30.3.4;

(o) determine the criteria and conditions for maternity benefits contemplated in paragraph 30.3.5A;

(p) determine the amount of the daily benefits, which may not exceed that provided in sub-paragraph (a) of paragraph 30.3.3 and the maximum number of days for which a beneficiary unit may receive maternity benefits, which may not exceed 120 days;

(q) establish the conditions and procedures for reimbursement of the overpayments contemplated in sub-paragraph (f) of paragraph 30.5.8.”.

*[Amendment integrated]*

**14** Sub-Section 30.4 of Section 30 of the Agreement is amended by adding after paragraph 30.4.8, the following paragraph:

“30.4.8A Any recommendation made to the Minister under sub-paragraph (1) of paragraph 30.4.8 must be made pursuant to a unanimous decision of the Board. A measure adopted by the Board under sub-paragraphs (m) to (q) of paragraph 30.4.8 must also be made pursuant to a unanimous decision of the Board, approved by Québec.”.

*[Amendment integrated]*

**15** Sub-paragraph (a) of paragraph 30.4.10 of Section 30 of the Agreement is amended by replacing the said sub-paragraph by the following:

“(a) receive annually applications for income security benefits submitted in the community where he or she carries on his or her duties.”.

*[Amendment integrated]*

**16** Sub-Section 30.4 of Section 30 of the Agreement is amended by adding after paragraph 30.4.10 the following:

“30.4.11 A Cree community may 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.

30.4.12 A local committee shall be composed of not fewer than three nor more than seven members. They shall be chosen for a fixed period in accordance with the custom of that community by and among the adults who are or have previously been beneficiaries of the program. However, one member may be designated by the Council of the Band, as defined in the Cree-Naskapi of Québec Act (S.C. 1983-84, Chapter 18), from among its members.

At the end of their term, the members shall remain in office until they are replaced or reappointed.

30.4.13 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.

Upon its establishment, the committee shall post a notice of its membership in a public place within the Cree community in question.

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

30.4.15 A local committee shall adopt rules of procedure concerning the implementation of paragraphs 30.4.11 to 30.4.16. 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.

30.4.16 No later than 21 June of each year, the list prepared by a local committee pursuant to paragraph 30.4.11 shall be submitted to the Board and posted in a public place within the Cree community in question.

If the Board does not receive the list on the date contemplated in the first paragraph, the Board shall be deemed not to have been informed of the existence of a local committee in conformity with paragraph 30.4.13.”.

*[Amendment integrated]*

**17** Paragraph 30.5.3 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.3 No later than 1 August of each year, the local administrator shall transmit to the Board the applications for income security benefits submitted in the community where he carries out his duties.”.

*[Amendment integrated]*

**18** Paragraph 30.5.4 of Section 30 of the Agreement is amended by replacing the first line of the said paragraph with the following:

“30.5.4 The Board shall review the applications referred to in paragraph 30.5.3 in the light of the Local Income Security Program Lists prepared and submitted by the Local Income Security Program Committees, and shall draw up the definitive list of beneficiaries eligible for the program”.

*[Amendment integrated]*

**19** Paragraph 30.5.6 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.6 No later than 31 August 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 30.5.9 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.”.

*[Amendment integrated]*

**20** Paragraph 30.5.8 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.8 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 1 September, the next payment on or about 2 January, the third payment on or about 1 April and the fourth payment on or about 30 June;

(b) any balance shall be paid after the submission of the information contemplated in paragraph 30.5.10, 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 2 January, the payment to be made on 1 September 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 the 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.”.

*[Amendment integrated]*

**21** Paragraph 30.5.9 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.5.9 Notwithstanding paragraph 30.5.8, 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 community 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 (c) of paragraph 30.5.8 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 sub-paragraphs (a) or (c) of paragraph 30.5.8, the local administrator may issue such payment from the funds held by him.”.

*[Amendment integrated]*

**22** Sub-Section 30.6 of Section 30 of the Agreement is amended by replacing the said Sub-Section by the following:

“30.6 Examination, Review and Appeals.

“30.6.1 Notwithstanding sub-paragraphs (a) to (h) of paragraph 30.2.2, if a Cree believes that consistent with the nature and purposes of the program he or she would 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 unanimous.

“30.6.2 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 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 sub-paragraphs (d) and (e) of paragraph 30.5.8, he or she may appeal to the Board to review its decision.

“30.6.3 An application for a review by the Board shall be brought by an application in writing 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.

“30.6.4 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.

“30.6.5 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 local 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 30.4.16;

(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 unfavourable to the person who requested the review shall be in writing and include reasons and must be transmitted to the party concerned together with information on his or her right to appeal the decision;



(e) in the case of a decision favourable to the person who requested the review, the local committee shall modify the list provided for in paragraph 30.4.11 and submit it to the Board no later than 1 August. The same procedure shall apply for a favourable decision rendered by the general meeting under paragraph 30.6.6.

“30.6.6 A person who believes himself or herself aggrieved owing to a decision made by a Local Income Security Program Committee may appeal to a general meeting of the persons whose names appear on the list prepared by the local committee pursuant to paragraph 30.4.11 within 15 days following the posting of the list contemplated at paragraph 30.4.16 or within 5 days of the appellant’s receipt of the decision after the local committee’s review.

The person designated by the Local Income Security Program Committee to direct its work and coordinate its activities as provided in the second sub-paragraph of paragraph 30.4.13 shall convene the general meeting.

“30.6.7 Before making a decision concerning an appeal, the general meeting shall offer the person concerned the opportunity to express his or her point of view.

“30.6.8 A general meeting may maintain or reverse a decision submitted to it.

The decision of the general meeting shall be transmitted to the party concerned and to the local committee by the person designated by the meeting.

“30.6.9 If a person feels aggrieved by a decision of the general meeting he or she may appeal to the Board. Paragraphs 30.6.3 and 30.6.4 apply to an appeal made pursuant to the first paragraph with the necessary changes.

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

“30.6.11 An appeal may be made to the Commission des affaires sociale concerning a decision rendered by the Board pursuant to paragraph 30.6.10.

“30.6.12 Any appeal made pursuant to this Sub-Section does not suspend the application of a decision made by the local committee, the general meeting or the Board, as the case may be.”.

**[Amendment integrated]**

**23** Paragraph 30.8.1 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.8.1 Subject to modification by the mutual consent of Québec and the Cree Regional Authority, the total number of remunerated man/days contemplated in paragraph 30.3.3 in each year shall not exceed three hundred and fifty thousand (350 000) man/days or such greater number of man/days as may be fixed by Québec after consultation with the Board.

“30.8.1A At least one hundred and eighty-five thousand (185 000) 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 the last sub-paragraph of paragraph 30.2.2.”.

**[Amendment integrated]**

**24** Paragraph 30.8.2 of Section 30 of the Agreement is amended by replacing the said paragraph by the following:

“30.8.2 In the event that, at the commencement of a program year, the Board determines that the estimated total man/days 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 30.8.1 or any modifications pursuant thereto.”

*[Amendment integrated]*

**25** Sub-paragraph (b) of paragraph 2 of Appendix I to Section 30 is amended by adding after paragraph 7 the following:

“(8) the work carried out as a member of a Local Income Security Program Committee, not exceeding ten (10) days per year.”

*[Amendment integrated]*

**26** Appendix I to Section 30 is amended by adding after paragraph 16, the following:

“17. “Local Income Security Program Committee”: shall mean a committee contemplated by Sub-Section 30.4.

“18. “Local Income Security Program List” shall mean the list referred to in paragraph 30.4.11.”

*[Amendment integrated]*

**27** In Section 30 of the French version of the Agreement, the term “La Régie” is replaced, with any required modifications, by the term “l’Office”.

## **Annex II**

### **Income security program for cree hunters and trappers**

#### **MATERNITY BENEFITS**

##### **Proposed Design**

The parties agree that the specific procedures for implementing the maternity benefits provisions for the program should be left to the Board.

The following are the limiting circumstances which both parties agree should be reflected in the Act and the decisions of the Board.

Where the head of the beneficiary unit is a man:

– per diem benefits will be paid to the consort or the head of the beneficiary unit for those days spent by the head of the unit in harvesting and related activities, based on the experience of the beneficiary unit in the previous year or years. That is, claims would be entertained only in cases where the consort had received per diem benefits during the same period in previous years;

– since claims made in the first year of activity of a beneficiary unit will lack the criteria of a previous year’s experience, per diem benefits will be paid to the pregnant consort for those days spent by the head of the unit in harvesting and related activities.

Where the head of beneficiary unit is a woman:

– when the head of the beneficiary unit is unable to participate in harvesting and related activities because of pregnancy, its effects or care or her infant, per diem benefits will be paid for those days falling within

the period which the beneficiary unit normally spends in these activities, based on the experience of previous years;

– since claims made in the first year of activity of a beneficiary unit will lack the criteria of the previous year's experience, the period to be compensated will be determined by the Board.

More particularly, both parties intend that:

– if a woman does not normally accompany the consort in harvesting and related activities, no benefits are to be paid;

– there will be very few claims entertained for maternity benefits during those periods of the year when beneficiary units in a community are not normally engaged in harvesting and related activities;

– there will be few, if any, claims entertained for the summer period or over the Christmas holiday period.

**SIGNATORIES (CBJNQ 8)**

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

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

Signée à Mistassini (Québec), le 27 septembre 1988

Signed at Mistassini, Québec September 27, 1988

L'ADMINISTRATION RÉGIONALE CRIE

THE CREE REGIONAL AUTHORITY

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Le président, Matthew Coon Come, Chairman

GOUVERNEMENT DU QUÉBEC

GOVERNMENT OF QUÉBEC

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Le ministre, André Bourbeau, Minister