

**CANADIAN HUMAN RIGHTS TRIBUNAL**

BETWEEN:

**FIRST NATIONS CHILD AND FAMILY CARING SOCIETY  
ASSEMBLY OF FIRST NATIONS**

Complainants

– and –

**CANADIAN HUMAN RIGHTS COMMISSION**

Commission

– and –

**ATTORNEY GENERAL OF CANADA  
(Representing the Honourable Minister of Indigenous Services)**

Respondent

– and –

**CHIEFS OF ONTARIO  
AMNESTY INTERNATIONAL CANADA  
THE NISHNAWBE ASKI NATION  
FIRST NATIONS LEADERSHIP COUNCIL**

Intervenors

– and –

**FIRST NATIONS OF QUEBEC AND LABRADOR HEALTH AND SOCIAL  
SERVICES COMMISSION**

Applicant

– and –

**ASSEMBLY OF FIRST NATIONS QUEBEC-LABRADOR**

Co-Applicant

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**AFFIDAVIT OF M. RICHARD GRAY**

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I, the undersigned, **Richard Gray**, Social Services Manager of the First Nations of Quebec and Labrador Health and Social Services Commission ("FNQLHSSC") with its place of

business at 250 Place Chef-Michel-Laveau, Suite 102, Wendake, Quebec, G0A 4V0, I **SOLEMNLY AFFIRM THAT:**

1. I am a Mi'gmaq from the community of Listuguj.
2. English is my mother tongue and the language I prefer to use daily.
3. However, I am fluent in French, both spoken and written.
4. Since 2006, I have held the position of Social Services Manager at the First Nations of Quebec and Labrador Health and Social Services Commission (hereinafter "FNQLHSSC").
5. I also held the position of Telemedicine Initiatives Coordinator at FNQLHSSC. I also served as Director of Social Services at the Listuguj Social Services Center for seven (7) years.
6. In my current role, I lead the social services team whose mission is to support First Nations communities in child protection and preventive front-line services in First Nations Child and Family Services (hereinafter "FNCFS") as well as community wellness workers and staff.

***Linguistic Issues Related to the Final Agreement on Long-Term Reform of the First Nations Child and Family Services Program (hereinafter "the Agreement") and its Availability in Both Official Languages of Canada***

7. On July 7, 2024, I learned that the Agreement would be submitted for vote at the Special Chiefs Assembly, to be held on September 17 to 19, 2024, in Winnipeg.
8. On July 11, 2024, the Assembly of First Nations (hereinafter "AFN"), Chiefs of Ontario (COO), Nishnawbe Aski Nation (NAN), and the Attorney General of Canada (representing the Minister of Indigenous Services Canada) concluded the Agreement. This Agreement was made available in English on the AFN website the same day.

9. On July 24, 2024, Marjolaine Sioui, Executive Director of FNQLHSSC, and I had a Teams meeting with Pascal Dubé and Dany Vallerand, the Director and Manager of the Quebec Regional Office of Indigenous Services Canada (ISC), respectively. The meeting took place from 9:30 to 10:00. During our discussion, we expressed our concerns about the lack of a French version of the Agreement. Mr. Dubé informed us that a summary of the Agreement in French was being prepared.

11. On July 26, 2024, I filed a complaint with the Office of the Commissioner of Official Languages by telephone, stating that on July 11, 2024, ISC made the Agreement available in English only. I informed the Commissioner that this prejudices First Nations communities that use French as their working language because of concerns that they would have less time to properly review the Agreement before it is ratified.

12. On July 30, 2024, Marjolaine Sioui and I, who was copied on the email, received only a draft summary of the Agreement in both French and English. The complete French version of the Agreement was still not available.

13. On July 31, 2024, Michaël Paulin, investigator at the Office of the Commissioner of Official Languages (hereinafter "Commissioner"), contacted me by email to inform me that he was responsible for my complaint and asked questions to better understand the context and implications of the complaint.

14. The Commissioner's questions aimed to validate the alleged facts, to determine if other information should be shared, and understand my expectations regarding the complaint. I responded to the Commissioner's email the same day.

15. On August 1, 2024, I provided additional details to the Commissioner, notably stating that the publication of the Agreement's summary in French by ISC was insufficient and that an engagement session was scheduled for August 29, 2024, with the Chiefs of the Assembly of First Nations Quebec-Labrador. Considering that the engagement session was scheduled for August 29, I mentioned to the Commissioner that this left very little time for

communities whose working language is French to properly analyze the Agreement. For me, this was a clear case of discrimination.

16. The same day, Michaël Paulin confirmed receipt of my emails and advised that he would keep me informed of the investigation's progress.

17. On August 2, 2024, I sent another email to the Commissioner to mention that AFN had informed us that the Agreement would be available in French only on August 9, 2024.

18. On the same day, ISC stated by email that the Agreement would be available no later than August 12, 2024.

19. On August 6, 2024, we received from ISC a summary of the Agreement in French and English. However, the complete version of the Agreement was still not available in French.

20. On August 9, 2024, I received an email informing me of the Official Languages Commissioner's intention to conduct an investigation into two complaints filed against ISC regarding the Agreement (**Exhibit RG-1**).

21. On August 12, 2024, a French version of the Agreement was finally accessible on the AFN website.

22. Members of my teams who have French as their mother tongue have also noted translation errors in the Agreement.

***The Impacts of the Absence of a French Version of the Agreement***

23. From the moment the Agreement was published in its English version on July 11, 2024, I organized an analysis of it, in collaboration with members of my sector as well as colleagues from other sectors of FNQLHSSC.

24. My knowledge of the English language and my long experience in the field of social services allowed me to understand thoroughly the context and implications of the Agreement.

25. However, this was not the case for all members of my sector, many of whom work in French and have only basic English proficiency, which added to the difficulties and extended the time required to study the Agreement.

26. The study of the Agreement required extensive work from my sector as well as other sectors of FNQLHSSC. Analyzing such an Agreement required significant resources and expertise.

27. At one point, eight employees of the FNQLHSSC, including myself, were working full-time on the analysis of the Agreement. There was a need for expertise in Indigenous governance, the legal mechanism for dispute resolution, data collection, health and social services indicators, and the funding structure of the child and family services program.

28. Being aware of the limited resources available to certain First Nations communities, I question how some communities manage to analyze an Agreement of such magnitude in less than 60 days without having to spend a fortune on legal or consulting fees.

29. Of course, it was in fact impossible for French-working communities to analyze the Agreement in just a few days and identify issues specific to them.

30. Even though it is possible for FNQLHSSC to share the results of our analysis with the communities we support, we were placed in a situation where communities working in French could not analyze the Agreement themselves; they had to rely on FNQLHSSC. This was a very uncomfortable situation for communities both politically and for self-determination.

31. With nearly three decades of experience in social services, I have witnessed many situations, but this situation appeared discriminatory for communities that work in French. These communities needed time to properly analyze the Agreement and take a formal position on this matter.

32. I believe we need to implement some protections to prevent such a situation from recurring again in the future, and to my understanding, this is part of the role of the CHRT.

33. Obviously, we do not need to obtain French translations of all exchanges and discussions from the CHRT. However, translating certain important documents is an issue that needs to be addressed quickly to ensure the coherence of our actions and approaches with First Nations communities that work in French.

***The Regional Realities of First Nations in Quebec***

34. One of the primary regional characteristics of Quebec is certainly the situation of our FNCFS agencies.

35. Most First Nations communities in Quebec have taken on responsibilities in youth protection within FNCFS, excluding the so-called “conventioned communities”, namely the Cree, Naskapi, and Inuit, who administer their services according to the James Bay and Northern Quebec Agreement and the Northeastern Quebec Agreement (**Exhibit RG-2**).

36. In 2006, during the First Nations Socioeconomic Forum held in Mashteuiatsh, the federal and provincial governments announced an investment of 3 million dollars over three years for the implementation of first-line prevention services within four communities, Ekuanitshit, Lac-Simon, Mashteuiatsh, and Kitcisakik (**Exhibit RG-3**).

37. In fiscal year 2009-2010, the Quebec region received an investment of 50 million dollars over five years to support the implementation of first-line prevention services in the FNCFS program in all First Nations communities to help reduce the number of youth protection reports and the number of children taken into care.

38. This investment helped enhanced access to prevention and intervention services offered to First Nations children, youth, and families living in the community by developing culturally appropriate services and promoting community development (**Exhibits RG-4**). It was also a form of self-determination for the concerned First Nations communities.

39. These activities and programs offered by first-line prevention services had to be planned and included within five-year action plans. Communities and organizations determine their service offerings after consulting the entire community (children, adolescents, families, elders, band council, etc.) to identify the community's needs and priorities.

40. In this way, each community sets its priorities and needs based on its own realities. The services provided by the communities are based on practices that respect First Nations culture.

41. Currently, there are 16 First Nations Child and Family Services Agencies (FNCFSA) in Quebec. These agencies serve 23 First Nations communities.

42. This is one of the major issues identified by our team in the Agreement, for the First Nations of Quebec, as the Agreement did not take into account that action plans were already in place in communities, through a Prevention Framework developed in collaboration with First Nations, the FNQHSSC and ISC. The Agreement was going to impose the implementation of a national action plan process without considering our regional realities.

43. Finally, the First Nations communities in Quebec promote and support an integrated planning approach. They no longer want to submit plans for a single program which is what was being promoted in the Agreement using this siloed approach. An integrated approach to health, social services, and well-being planning must be promoted instead.

***Technical support to Vicky Chief (Chief of Timiskaming First Nation) for the National Children's Chief Commission (NCCC)***

44. The First Nations-in-Assembly, adopted **resolutions 60/2024**, and **61/2024** to create the NCCC with the goal of establishing a process for negotiating long-term reform. Further **resolutions 88/2024**, **89/2024**, and **90/2024** were adopted to reinforce the NCCC mandate.

45. Consistent with the resolutions of the First Nations-in-Assembly mentioned above, the following steps have been taken to establish the NCCC structure and to get it up and running.

46. Commissioners of the NCCC from every region (other than Ontario, whose First Nations leadership is pursuing a separate negotiation strategy) have been appointed, consistent with Article 2(a) of Resolution 60/2024.

47. The NCCC is the process of establishing a regionally-representative negotiation team with legal support, consistent with Article 2(b) of Resolution 60/2024 and are prepared to start discussions with the government of Canada and negotiate on long-term reform.

48. The terms of reference for the NCCC and the negotiation team were conditionally approved by the First Nations-in-Assembly in December 2024.

49. The NCCC has met several times concerning its Commission mandate.

50. Vicky Chief, the Chief of Timiskaming First Nation, was appointed by the AFNQL on November 10, 2024 to the NCCC as the regional representative for Quebec.

51. I provide technical support to Chief Vicky Chief as the NCCC regional representative on long-term reform in child and family services and Jordan's Principle.

52. In my opinion, the AFNQL and the FNQLHSSC have full competencies, experiences, and authorities, and we must participate and act in this matter to protect the



rights of First Nations in Quebec and ensure continued constructive collaboration with other First Nations in Canada, as we are already doing right now.

53. All the facts stated in this affidavit are true to the best of my knowledge.

**SOLEMNLY AFFIRMED** before me at Wendake, this 30th day of January, 2025.

*Marc-Olivier Brousseau*

*Richard Gray*

**Marc-Olivier Brousseau**

**Richard Gray**

*Commissioner for Oaths in the Province of  
Quebec*

*Social Services Manager, FNQLHSSC*

No. 245727

**EXHIBITS IN THE SUPPORT OF THE AFFIDAVIT OF M. RICHARD GRAY**

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**Exhibit RG-1:** Email titled « Notice of intent to investigate – File 2024-0476-EI » dated August 9<sup>th</sup>, 2024;

**Exhibit RG-2:** Table of the types of Youth Protection Agreements Delegating Responsibilities to First Nations Communities in Quebec;

**Exhibit RG-3:** Implementation Evaluation of the First-Line Social Services Pilot Project in Four Quebec First Nations Communities;

**Exhibit RG-4:** Work guides – First-line services (Units 1 and 2 in bundle).