

# CHAPTER 11



## FISHERIES CHAPTER OF THE FINAL AGREEMENT



# GENERAL Para's 1-8

LT has the right to harvest Fish and Aquatic Plants for food, social, and ceremonial purposes in the LT Fish Area in accordance with this Agreement, hereinafter referred to as the LT Fishing Right.

Nothing in this Agreement authorizes the sale of Fish or Aquatic Plants, but the Harvest Agreement contains provisions with respect to the sale of Fish.



# TRADE AND BARTER

## Para's 9-12

LT has the right to trade and barter Fish and Aquatic Plants harvested under the LT Fishing Right:

- a. among themselves
- b. with other Aboriginal people of Canada resident in Canada.

For greater certainty: trade or barter does not include sale; and traded or bartered Fish and Aquatic Plants may not be sold.



# SALMON HARVEST LEVELS

## Para's 31-34 (Sockeye only)

Para 31: Sockeye salmon harvest under the LT Fishing Right: from approx. 5,000 to 12,350 depending on the amount of CTAC.

Para 32: LT may, through its Annual Fishing Plan, propose to reduce its Harvest Level by a specified number of sockeye salmon for that year. Para 33 says the reduction will be no more than 50%.

*Para 60 provides for the Parties to enter into a Harvest Agreement (i.e. a commercial allocation). The intent of the reduction in Para 32 would be to transfer part of the Fishing Right allocation (Harvest Level) to the Harvest Agreement, i.e. to enhance the HA allocation by up to 6,175 sockeye.*



# SALMON HARVEST LEVELS

## Para's 31-34 (Sockeye only) (continued)

*It is important to know that if the Fishing Right sockeye are transferred to the Harvest Agreement, and subsequently there is no CCTAC, or the CCTAC is reduced in season and has been taken by fisheries that occur before the fish reach the LT Fish Area – the HA is not implemented and those fish cannot be returned to the Fishing Right Harvest Level*



# ESTABLISHING HARVEST LEVELS

- sockeye salmon have an established Harvest Level under this Treaty
- other salmon species, and Freshwater Fish, do not have established Harvest Levels under this Treaty – they are “non-allocated”
- there is a “Basic Harvest Entitlement” for non-allocated salmon protected under the Treaty (i.e. the Fishing Right), and a process for determining what that number is.
- Freshwater Fish can be harvested under the Fishing Right; at present there is no Harvest Level for any species or stock of Freshwater Fish. LT, or the Minister, may propose that a Harvest Level be established for a species or stock of Freshwater Fish.



# FISHERIES FUND

Para's 22 and 23 provided for a one time payment by Canada of \$3M to establish the LT Fisheries Fund. The value of the Fund is currently estimated at about \$3.7M in 2016 dollars. It will be used to support the funding of on-going fisheries management programs and activities, including:

1. conservation and protection of fish in the LT Fish Area.
2. facilitation of assessment and sustainable management of fish in the Fish Area.
3. promotion of LT participation in stewardship of fish in the LT Fish Area.



The background features a dark red top section and a white middle section. A thin, light brown horizontal line spans the width of the page. From this line, several vertical and diagonal lines of varying lengths and thicknesses extend downwards. Some of these lines have small circles or clusters of dots at their top ends, resembling fishing floats or buoys. The overall aesthetic is minimalist and nautical.

# FISHERIES MANAGEMENT





# Joint Fisheries Committee (JFC): 3 members, one from each Party

Para 67. Will undertake cooperative planning for:

1. LT fisheries under the LT Fishing Right
2. LT fisheries management activities
3. LT monitoring and enforcement activities re LT fisheries
4. LT environmental protections activities re fish, aquatic plants, and fish habitat
5. and other matters as agreed to by the Parties.

Para 68. The JFC may:

1. undertake cooperative planning of other LT fisheries (e.g. commercial)
2. participate in the cooperative planning of other fisheries within the LT Fish Area



# FISHERIES OPERATIONAL GUIDELINES (FOG) (side agreement)

Para 106 of the Fisheries Chapter provides for the creation of this document that sets out the operational principles, procedures, and guidelines to assist the Parties and the JFC in implementing the provisions of the Fisheries Chapter.

*(from Appendix C draft JTC Terms of Reference)*

## **Joint Technical Committee (JTC):**

The FOG provides for the creation of the JTC (which will do all the heavy lifting).

Participants are selected by each of the JFC members, from their own organization.



# Joint Technical Committee (JTC): (continued)

The JTC provides technical support to the JFC so the JFC can carry out its many cooperative planning obligations. To provide that technical support the JTC:

- compiles and analyzes relevant data and information in order to make recommendations to the JFC in regard to the management of fish, fish habitat, and fish harvests in the LT Fish Area.
- recommends appropriate stock assessment and other activities for collection of needed information and data.
- provide technical advice to the JFC concerning any planned fisheries on species/stocks in the LT Fish Area that could affect (or be affected by) the LT Annual Fishing Plan.
- provide advice to the JFC on any other components of the Fisheries Chapter including the setting of harvest levels and adjustments.



## Para 3.5 FOG: Fisheries Management Activities in the LT Fish Area

The JTC will receive, consider, and make recommendations with respect to existing, or proposed, fisheries management activities in the LT Fish Area. Such activities may be brought forward, proposed, or planned by any of the three Parties.



# Para 3.5 FOG: Fisheries Management Activities in the LT Fish Area (continued)

Activities/projects could be included in but not necessarily limited to any of the following categories:

1. spawner escapement estimation
2. stock status assessment
3. research/applied science (*note re chinook indicator stock development*)
4. harvest/catch monitoring
5. habitat restoration
6. stock restoration
7. stock enhancement
8. monitoring and evaluation of projects and programs

The JTC will encourage the Parties to engage in cooperative development of project concepts and plans. The JTC will review each proposed project or activity.



# HARVEST AGREEMENT

## (HA) (side agreement)

The HA provides a Commercial Allocation that is equivalent to the sum of:

- a) 0.7043% of the CCTAC of Upper Fraser sockeye salmon (para 16.a);
- b) that portion of the Fishing Right allocation transferred to this agreement under the Annual Fishing Plan; and
- c) any un-harvested CCTAC that enters the LT Fish Area.

Fishing under licences provided for in the HA are subject to measures necessary for conservation and to FN fisheries for FSC purposes.



# HARVEST AGREEMENT (continued)

Each year (assuming CCTAC may exist), LT will submit a HA Fishing Plan to the JTC.

The term of the HA is 25 years; subject to Para 26 it can be renewed every 25 years in perpetuity.

(Para 26: Any Party may, on giving 240 days notice to the other Parties, reduce the percentage in paragraph 16.a or terminate the Commercial Allocation or this Agreement.)



# **OUTSIDE THE TREATY: WHAT'S HAPPENING?**

- **Commercial Fishing Enterprise (PICFI)**
- **Sport/commercial marine area fisheries:  
impacts on FN access to chinook salmon**
- **Ahousaht Decision: aboriginal right to  
economic benefits**
- **Fraser Salmon Management Council**

