

COLLECTIVE AGREEMENT

KATIVIK REGIONAL GOVERNMENT

AND

NUNAVIK POLICE ASSOCIATION

2013 – 2017

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ARTICLE 1 PURPOSE

1.01 The purpose of this collective agreement is to:

- a) Promote orderly relations between the Employer and the Association;
- b) Establish fair and reasonable working conditions for all employees governed by this collective agreement;
- c) Promote and ensure the safety and welfare of employees;
- d) Facilitate the settlement of grievances which may arise between the Employer and the Association or between the Employer and one or several employees;
- e) Promote a sense of belonging within the Kativik Regional Police Force (KRPF).

ARTICLE 2 UNION RECOGNITION

2.01 The Employer recognizes that the Association is the sole collective bargaining agent and employee representative for the purpose of this collective agreement, in accordance with the certification issued by the office of the Labour Commissioner. Neither the Employer nor its representatives will conclude an agreement with an employee which does not respect this collective agreement, without the consent of the Association.

2.02 a) The Employer informs the Association in writing of any modification to the organizational structure and of the influence of said modification on work assignments. In order to give the Association the opportunity to comment before the modification is implemented, the Employer will not implement the modification until sixty (60) days following the date of sending of the above notice to the Association. A modification to the organizational structure will not transfer duties normally executed by members of the Association to employees outside of the bargaining unit.

b) The Employer will not transfer duties normally executed by members of the Association to employees outside of the bargaining unit, except in the case of an emergency where it is impossible to call members of the Association back to work in due time. This paragraph does not apply in the case of a subcontract related to the transportation or guarding of detainees.

2.03 The Employer provides the Association with copies of all KRPF directives impacting the employees. Upon hiring, each employee receives a copy of the collective agreement as well as all applicable disciplinary rules.

ARTICLE 3 SCOPE

- 3.01** This collective agreement applies to all employees covered by the bargaining unit as described in the letter of certification issued by the office of the Labour Commissioner. An employee working for the Employer as a police officer or as a peace officer must possess the qualifications outlined in this collective agreement as well as in the applicable laws and ordinances.
- 3.02** For the purpose of this collective agreement, an employee is considered as being on duty whenever circumstances dictate that he should act to maintain law and order or protect the public's interest, whether he is requested to do so or not. The employee will prepare a detailed written report including the relevant circumstances for his immediate supervisor, thus permitting him to be considered as being on duty, unless such report cannot be completed due to extenuating circumstances.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01** The Association acknowledges that it is the Employer's right to manage, direct and supervise its operations in accordance with its obligations, the provisions of the collective agreement and the law.
- 4.02** This collective agreement must not be interpreted in whole or in part, as a renunciation on the part of the Employer or of the Association of any right or obligation under a current or a future law.
- 4.03** If any part of this collective agreement is or becomes void under a law, this nullity shall not render any other part of this collective agreement void.

ARTICLE 5 DEFINITIONS

For the purpose of applying this collective agreement, the expressions listed below have the following meaning. Unless otherwise indicated by the context, use of the masculine gender includes the feminine.

5.01 "Regular employee" means any employee who:

- 1)** Has taken an oath of office as provided for under the Police Act;
- 2)** Has successfully completed the applicable training course offered by or under the supervision of the École Nationale de police du Québec (ENPQ) or any other approved organism, in accordance with the Police Act;
- 3)** Has completed a probationary period of one thousand eighty (1040) regular hours worked to the satisfaction of the Chief.

All provisions of the collective agreement apply to a regular employee.

5.02 "Probationary employee" means any employee hired for the purpose of becoming a regular employee and who has not yet completed the probationary period of one thousand forty (1040) regular hours worked detailed in paragraph 5.01 3).

a) The Association or the Employer may request that the probation period of an employee be extended. This extension must be approved by both parties.

b) A probationary employee must meet the conditions detailed in paragraphs 5.01 1) and 2).

c) A probationary employee may not lodge a grievance in order to contest his dismissal or the termination of his employment before the end of his probation period.

d) The provisions of the collective agreement apply to a probationary employee, except for the following:

- Article 14 – Employment security;
- Article 30 - Northern benefits: The following clauses apply: 30.01, 30.02 a) i) and ii) apply only at the request of the Employer and ii) for a maximum of twenty five (25) kilograms total, 30.03, 30.04 a) and 30.05. This amount is deducted from the relocation cargo allowance payable to the employee should he successfully complete his probationary period.

5.03 The Employer will give the applicable probationary employee the opportunity to attend the basic training course developed for Native police officers at the ÉNPQ. The Employer will pay all applicable costs providing the employee agrees to remain in the employ of the KRPF for three (3) years following the successful completion of the course. In such a case, should the employee resign before the end of the three (3) year period, he must reimburse the Employer for the cost of the tuition fees incurred by the Employer. The amount of the reimbursement is prorated to the number of months remaining in the three (3) year period.

5.04 "Chief" means the individual or his replacement, responsible for the administration and internal management of the Kativik Regional Police Force in accordance with the Police Act.

5.05 "Temporary replacement employee" means an employee who has taken an oath of office as provided for under the Police Act and who is hired in a position for which he is qualified to:

a) replace a regular or probationary employee absent from work for a reason provided for by this collective agreement;

- b) temporarily assist the regular workforce with a temporary work surplus or in the case of a special event. Such a period will not exceed one (1) month without specific approval of the Association;
- c) assume the duties related to a vacant position during the period it takes to appoint the incumbent of the position;
- d) a temporary replacement employee may not fill a position other than that of Officer.
- e) The provisions of the collective agreement apply to a temporary employee, except for the following:

- **Article 10** - Grievance procedure and disciplinary measures- Until he has completed one thousand forty (1040) hours worked, a temporary replacement employee may not lodge a grievance to contest his dismissal, termination or lay-off;
- **Article 11** - A temporary employee accumulates seniority solely for the purpose of comparison with other temporary employees in the case of vacant or newly created position;
- **Article 12** - Transfer and promotion;
- **Article 14** - Employment security;
- **Article 27** - Deferred salary leave;
- **Article 30** - Northern benefits: The following clauses apply: 30.01, 30.02 a) i) and ii) apply only at the request of the Employer and ii) for a maximum of twenty five (25) kilograms, 30.03, 30.04 a) and 30.05. The temporary employee whose employment period exceeds six (6) consecutive months is entitled to an additional relocation allowance of fifty (50) kilograms. Should the employee become a regular employee, these amounts are deducted from the relocation allowance the employee is entitled to.

5.06 "Transfer" means the permanent movement of an employee from a position to a position with the same or lower salary level. However, the movement from a Regular Constable position or to a Court Liaison Officer position is also considered as a transfer.

5.07 "Assignment" means the temporary movement of an employee from a position to a different position.

5.08 "Relocation" means the movement of an employee from one village to another.

5.09 "Promotion" means the movement of an employee to a position of a higher rank or with a higher salary level.

5.10 "Village" means one of the fourteen (14) communities within the Nunavik region as listed below:

Kuujuaq, Kangiqsualujuaq, Aupaluk, Salluit, Inukjuak, Quaqtaq, Puvimituq, Kuujuarapik, Akulivik, Kangiqsujuaq, Tasiujaq, Umiujaq, Ivujivik, Kangirsuk

- 5.11** "Employer" means the Kativik Regional Government or a KRPf representative, as is applicable.
- 5.12** "Association" means the Nunavik Police Association.
- 5.13** "Parties" means the Employer and the Association.
- 5.14** "Spouse" means either of two people who:
- a) Are married and cohabiting;
 - b) Are living together as parents of the same child;
 - c) Are of the same sex or not and who are and have been living together in a spousal relationship for at least one (1) year under the same roof;
 - d) Under exceptional circumstances, the parties may agree to consider an employee's partner as her/his spouse.
- 5.15** "Child" means the offspring, the legally adopted or the customarily adopted child of an employee or of that employee's spouse who resides with the former or a minor of whom the employee is the legal guardian.
- 5.16** "Dependant" means a person residing with the employee, who is the employee's spouse or his child when the latter:
- is less than 18 years old and depends on the employee for financial support;
 - is less than 18 years old and does not have full-time employment;
 - is less than 25 years of age and is a full-time student at an accredited school, college, or university.
- Income earned by an employee's spouse does not cancel the spouse's status of dependant, if he is not eligible for Northern benefits.
- 5.17** "Inuk or Inuit" means a person or a group of people considered as such within the scope of article 1.10 of the *James Bay and Northern Quebec Agreement*, as it is applicable when such a definition is applied.
- In the application of the collective agreement, the terms Inuk or Inuit apply only to a person or a group of people of Inuit ancestry born or residing in the Province of Quebec and to their adopted child.
- 5.18** "Certified police officer" means a police officer who has successfully completed the required training offered by the École Nationale de la Police du Québec (ÉNPQ) or any other approved organism, in accordance with the Police Act.

5.19 "Point of origin" means the point of origin of an employee and is defined as the airport among the following, which is nearest to the employee's legal domicile at the time of his appointment:

- o Iqaluit
- o Quebec City
- o Montreal
- o La Grande
- o Any location within the Nunavik region
- o Ottawa

For the purposes of article 30 only, if the point of origin is the same as the place of work or is an airport north of the 55th parallel, the point of origin is determined as above or is Montreal, whichever is more advantageous for the employee.

5.20 "Relative" means a relative of an employee or of his spouse, a dependant, a spouse, a son or a daughter, a mother, a father, a brother, a sister, a grand-parent or a grandchild.

This definition applies only for the purposes of taking additional trips for justified reasons as defined in clause 5.23.

When it is necessary to do so, the employee will provide the Employer, with the names of the persons that are to be considered as his relatives.

5.21 "Justified reasons" means an employee who must travel for one of the following reasons:

- i. To visit a relative who is sick in an hospital or a nursing station located in a village other than the place of work of the employee;
- ii. To visit an employee's or an employee's spouse's relative who is sick in his home community;
- iii. To attend the bereavement of an employee's or an employee's spouse's relative;
- iv. To participate in the search and rescue of a lost or missing relative;
- v. Or for any other reason that is authorized by the Chief.

For the purpose of applying the present clause, the term "sick" shall be interpreted as including treatments that cannot be provided at the local hospital or nursing station or at the place of work of the employee.

5.22 "Trip" for the purpose of applying Article 30, the expression "trip" means a round trip by aircraft.

ARTICLE 6 NON-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- 6.01** An employee must not be discriminated against based on any of the following factors: age, social condition, civil status, language, ethnic origin, political beliefs, race, religious beliefs or the absence of such beliefs, sex or sexual orientation, pregnancy, handicap or the use of any means to palliate a handicap.
- 6.02** Hiring practices, job postings and employee records will comply with clause 6.01.
- 6.03** Preference or unfair treatment based on any of the factors described in clause 6.01 constitutes discrimination under the collective agreement.
- 6.04** Notwithstanding the provisions of this article, hiring preference given to an Inuit candidate does not constitute discrimination.
- 6.05 Harassment**

a) Sexual harassment

Sexual harassment constitutes a form of discrimination based on gender and consists of behaviour manifested by repeated and undesired words, acts or gestures with a sexual connotation, and which undermines the dignity or physical or psychological security of the person or which results in unfavourable working conditions or dismissal for the person.

However, one (1) serious act that has a continuous harmful effect may also be considered as sexual harassment.

b) Psychological harassment

Means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

- c)** Every employee has the right to work in an environment free from harassment.
- d)** The Employer must take action to prevent any type of harassment and, whenever the employer becomes aware of such behaviour, to put a stop to it.
- e)** The Association will collaborate with the Employer to prevent the occurrence of situations of harassment.
- f)** A person who is a victim of harassment will not suffer any prejudice in the treatment and settlement of his complaint.

- g) The internal policy on harassment includes mechanisms to process harassment complaints. These mechanisms must avoid any situation where a complainant would be obligated to divulge his or her complaint to the alleged harassing person.
- h) At no time will the internal harassment complaint procedure prevent a plaintiff or another person involved from using any other recourse, for example the grievance procedure.
- i) The prescribed period for submitting a harassment grievance will be no later than ninety (90) days from the last incident of harassment.

ARTICLE 7 RIGHT TO INFORMATION

7.01 Within thirty (30) days of the signing of this collective agreement, the Employer will provide the Association with a list of the names of all employees in the bargaining unit, in alphabetical order, including the following information:

- a) Surname and first name;
- b) Date of birth;
- c) Sex;
- d) Home and office telephone numbers;
- e) Home address;
- f) Date of hire;
- g) Position;
- h) Yearly salary;
- i) Status;
- j) Civil status;
- k) Number of dependants;
- l) Point of origin.

7.02 The Association is notified, in writing within thirty (30) days, when an employee is terminated, hired or is promoted.

7.03 When requested in writing by the Association, the Employer remits copies of any document related to the application of the collective agreement which do not contain personal information, within ten (10) days of receiving the Association's request. Any document containing personal information is provided if the employee concerned consents in writing.

7.04 When requested in writing by the Association, the Employer provides a list detailing any changes in employee work assignments within ten (10) days.

ARTICLE 8 UNION ACTIVITY

- 8.01** An employee who is part of the bargaining unit and who is a member of the Association when this collective agreement is signed as well as those employees who become members after the signing must remain members of the Association for the duration of this collective agreement.
- 8.02** Notwithstanding clause 8.01, the Employer is not required to dismiss an employee whose Association membership is refused, suspended or revoked. The employee continues to pay union dues.
- 8.03** The Employer deducts, without charge, an amount equal to the union dues set by the Association from the pay of the employee. These monies are remitted to the Association remitted by direct deposit on a monthly basis. A statement detailing the amount remitted for each employee is sent to the President of the Association.
- 8.04** The Association may post notices of meetings and any information it deems to be of interest to its members in places agreed to by the parties. This information and these notices are clearly identified as coming from the Association and must not include any defamatory remarks directed at the Employer or any of his representatives.
- 8.05** The Association may be accompanied by an external advisor for any meeting with an Employer representative.
- 8.06** When available, suitable space is provided for Association meetings, without charge.
- 8.07** Employees are not harassed, intimidated or suffer harm due to their participation in union activities.

ARTICLE 9 UNION LEAVE

- 9.01** An Association representative may take leave from his work without loss of pay to discuss a grievance with the Employer in the same village at a time that is mutually agreed to. An Association representative may take leave from his work without loss of pay to accompany an employee who is summoned to a disciplinary meeting with the Employer.
- 9.02** One (1) Association representative and the employee involved in a grievance may take leave from their work with pay to attend the grievance hearing. When several employees are involved in the same grievance, only one (1) employee is entitled to a leave from work.
- 9.03** The Association is entitled to four hundred (400) hours of leave with pay annually for internal union activities. Not more than half (1/2) of the employees in a village may be absent from work at the same time. A request for a leave of absence is submitted to the Employer in writing at least five (5) days in advance.

- 9.04** Within thirty (30) days of the signing of the collective agreement, the Association forwards the names of its elected representatives to the Employer. Only regular employees may become Association representatives.
- 9.05** Two (2) Association representatives may take leave with pay for negotiation meetings, mediation sessions, mediation-arbitration and arbitration meetings or hearings leading to the renewal of the collective agreement. Any hearings are held in Kuujuaq or any other location agreed upon by the parties.

ARTICLE 10 GRIEVANCE PROCEDURE AND DISCIPLINARY MEASURES

10.01 "Grievance" means a disagreement between the Employer and an employee, or several employees or between the Employer and the Association which constitutes a grievance as defined under section 1 of the Québec Labour Code.

- 10.02**
- a) A grievance is lodged in writing and must summarize the facts, identify the problem and the remedial measures required.
 - b) A grievance is submitted in writing to the employee's immediate supervisor within thirty (30) days of the incident which gave rise to the grievance. In cases where the employee or the Association learns of an incident after thirty (30) days but less than six (6) months following the incident, the grievance is submitted within thirty (30) days of the date on which the employee or the Association became aware of the incident which gave rise to the grievance. A copy of the grievance is remitted to the Chief within the same delays;
 - c) A grievance may be modified in so far as the modification does not change the nature of the grievance;
 - d) A technical error does not invalidate a grievance.

10.03 Arbitration

When the Chief has not remitted his decision within thirty (30) days of the submission of the grievance or when the Association does not agree with the Chief's decision, the Association may submit the grievance to arbitration by providing written notice to the Employer within a maximum of sixty (60) days of the date of the submission of the grievance.

The parties may agree to extend time limits for negotiation purposes.

- 10.04**
- a) A grievance is heard by a single arbitrator. The arbitrator is selected by agreement between the parties. If the parties fail to agree, either party may request that the Minister name an arbitrator.
 - b) The fees and expenses of the arbitrator are paid equally by the parties.

- c) Grievance hearings are held in the Employer's offices in Kuujuaq or in Kuujuarapik depending on the coast where the grievance is lodged, unless the parties agree on another location.
 - d) An arbitrator may confirm or annul a disciplinary measure or render any other decision that he judges as equitable under the circumstances, including the reimbursement of all or part of the employee's wages and benefits, if applicable.
- 10.05** In calculating the delays provided for in this article, the first day is not counted and the last day is. Should the last day fall on a Saturday, a Sunday or a statutory holiday, the delay is extended to the following work day.
- 10.06** The delays provided for in this article may be extended by written agreement between the parties.
- 10.07** A grievance must be submitted within the delays provided for in this article. Failure to respect the delays provided for in this article will result in the grievance being considered as withdrawn and null and void.
- 10.08** The Employer may file a grievance with the President of the Association or in his absence, with his designated replacement. In doing so, the Employer must follow the procedure and delays detailed in clauses 10.01 to 10.07, making the necessary adjustments to the text.

Disciplinary measures

- 10.09** Unless the situation requires that immediate action be taken, the Employer meets with an employee by telephone or in person before imposing a disciplinary measure.

When the Employer summons an employee to a meeting concerning disciplinary charges or within the context of an inquiry into professional conduct, the meeting is held during regular working hours and is without loss of pay for the employee. The employee is given five (5) day written notice before the meeting, unless the matter requires that immediate action be taken.

This notice includes the nature and the general factual circumstances surrounding the alleged misconduct.

- 10.10** An employee who is disciplined by the Employer and who believes he has been treated unfairly, may lodge a grievance.
- 10.11** The Employer may not take disciplinary action against an employee more than ninety (90) days after the incident which gave rise to the disciplinary action or more than ninety (90) days following the date that the Chief or the Deputy Chief learns of the incident.
- 10.12** An employee summoned to a disciplinary meeting by the Employer may be accompanied by an Association representative, if he wishes. The Association representative must be from the same village as the Employer representative.

- 10.13** A disciplinary measure brought against an employee may not be taken into account more than two (2) years following the date the measure was imposed, except in the case of the recurrence of an incident that is similar in nature. In the case of a recurrence, the disciplinary measure may be taken into account for an additional two (2) year period.
- 10.14** A disciplinary measure may not be taken into account when a two (2) year period has expired without the recurrence of an incident that is similar in nature. Upon request by the employee such a disciplinary measure is removed from the employee's file.
- 10.15** When the parties are scheduled to discuss a grievance or a disciplinary measure, the employee or the Association may request that the Employer remit a copy of the employee's file to the Association.

ARTICLE 11 SENIORITY

- 11.01** Seniority is recognised for the purpose of applying the collective agreement. The seniority and status of employees at the time of the signing of the collective agreement appears in Appendix B.

On March 1 of each year the Employer provides the Association with an updated seniority list. Seniority accumulated prior to the signing of the collective agreement may not be disputed by a grievance.

11.02 Calculation of seniority

- a) An employee must complete six (6) months worked to the satisfaction of the Chief before he may begin to accumulate seniority. Upon completion of six (6) months worked, all continuous service from his date of hire is recognised as his seniority;
- b) An employee continues to accumulate seniority during any leave of absence provided for in the collective agreement;
- c) An employee on leave of absence due to an occupation illness or accident as defined by the Act respecting Industrial Accidents and Occupational Diseases does not accumulate seniority after a period of thirty-six (36) months. After an absence of sixty (60) months the employee who has not resumed his duties loses his seniority and his employment will be terminated;
- d) An employee suspended for less than three (3) months continues to accumulate seniority;

- e) An employee who takes on a position outside of the bargaining unit retains and continues to accumulate his seniority for a one (1) year period. The employee loses his seniority if he does not return to a position within the bargaining unit within the one (1) year period.

11.03 Recall to work

The recall list is applied by position in the following manner:

- a) the Employer offers the assignment to the qualified Temporary replacement employee in the Village where the work is to be executed by order of total number of hours worked;
- b) the Employer offers the assignment to the qualified Temporary replacement employee from the closest villages by order of total number of hours worked;
- c) the Employer offers the assignment to the qualified Temporary replacement employee from all other villages by order of total number of hours worked;
- d) the Employer offers the assignment to the qualified Temporary replacement employee from outside of the Nunavik region by order of total number of hours worked;
- e) The Employer is not obligated to recall a Temporary employee.

11.04 At the end of an assignment the Temporary replacement employee's name is put on a recall list. The employee's name is removed from the list when:

- i) He resigns;
- ii) He refuses three (3) consecutive calls back to work;
- iii) He is not offered an assignment for a period of two (2) years from the date of the end of his last assignment.

ARTICLE 12 TRANSFER AND PROMOTION

Newly created positions

- 12.01** Eligibility criteria and appointment procedures for newly created positions falling within the bargaining unit are communicated to the Association in writing sixty (60) days before the position is posted.
- 12.02** The working conditions associated with a newly created position falling within the bargaining unit are negotiated with the Association prior to the implementation of the position.

- 12.03** Any disagreement is settled by interest based arbitration as provided for under the Québec Labour Code, following a request by either of the parties. The arbitration board has jurisdiction to resolve all disagreements but may not annul the newly created position.

Vacant position - Constable

- 12.04** The employer maintains a registry of the names of permanent full-time employees who have submitted a request to transfer to another village. The employee may submit a choice of three (3) villages where he wishes to transfer should a Constable position become permanently vacant in said village. However, an employee may not transfer from one village to another more than once within a twenty-four (24) month period.
- 12.05** When a Constable position becomes permanently vacant it is filled within one (1) month of the date that it became vacant. The vacant position is not posted, it is offered to the most senior temporary employee, taking into account that an Inuit employee has priority.
- 12.06** Should the vacant Constable position not be filled using the process defined in clause 12.05, the position is filled using the registry detailed in clause 12.04. The vacant position is offered to the most senior regular employee who has requested a transfer to the Northern Village, taking into account that an Inuit employee has priority.

Vacant position- Senior constable, Sergeant, Criminal Intelligence officer and Investigator

- 12.07** When a Senior Constable, Sergeant, Criminal Intelligence Officer or Investigator position becomes permanently vacant it is posted in Inuktitut, French and English within thirty (30) days of its vacancy. The vacant position is filled using the following procedure.
- 12.08** An employee who satisfies the basic seniority requirements listed below may submit his candidacy in writing for a Senior constable, Sergeant, Criminal Intelligence Officer or Investigator position during the posting period.

The basic seniority requirements are as follows:

| Position | Years of seniority (completed) |
|-------------------------------|--------------------------------|
| Senior Constable | 1 year |
| Sergeant | 2 years |
| Criminal Intelligence Officer | 2 years |
| Investigator | 2 years |

- 12.09** The position is offered to the employee whose name appears on the eligibility list detailed in clause 12.11 and who obtained the highest score for the specific job title, taking into account that an Inuit employee has priority.

12.10 When the position cannot be filled using the eligibility list detailed in clause 12.11, the position is assigned to the employee who obtained the highest score among the employees who have completed the tests and examinations detailed below, taking into account their respective weightings and the fact that an Inuit employee has priority.

a) For a Senior constable position:

- A maximum of 35% for a structured interview by a selection committee;
- A maximum of 40% for a psychometric evaluation;
- A maximum of 15% for the overall appreciation of the employee's file, including the employee's performance evaluation as completed by the supervisor;
- 2% per year of completed seniority, up to a maximum of 10%.

b) For a Sergeant, Criminal Intelligence Officer or Investigator position:

- A maximum of 20% for a structured interview by a selection committee;
- A maximum of 40% for a written examination measuring technical policing competencies;
- A maximum of 20% for a psychometric evaluation;
- A maximum of 10% for the overall appreciation of the employee's file, including the employee's performance evaluation as completed by the supervisor;
- 2% per year of completed seniority, up to a maximum of 10%.

12.11 The name of the employee who has completed the tests and examinations detailed in paragraph 12.10 a) or b) as is applicable, is added to the eligibility list for the specific job title. This eligibility list is valid for twelve (12) months. This period may be extended to twenty-four (24) months after agreement between the parties.

12.12 When an employee is promoted, he receives the salary associated with his new position immediately.

The employee who is promoted is subject to a trial period of six (6) months worked. During this trial period, should the Chief decide that the employee does not meet the requirements of the position, he may return the employee to his previous position. In the case of a grievance, the burden of proof is with the Employer.

During this trial period, the employee may decide to return to his previous position. To do so, the employee must give his supervisor at least fifteen (15) days prior written notice.

12.13 Whenever possible, the examinations and test detailed in clause 12.10 are completed during the employee's working hours. All travel expenses related to the completion of these tests and examinations are paid by the Employer, subject to the terms and conditions detailed in article 28. However, the employee and the Employer will strive to limit the costs associated with the completion of these tests or examinations.

12.14 The employee's name is removed from the eligibility list when the employee refuses a promotion that is offered to him a second time while on the eligibility list for that position. In such a case, the employee may not submit his candidacy to a position of the same job title for a period of twelve (12) months following his second refusal.

Temporary assignment - promotion

12.15 a) When an employee who is the incumbent of a Senior constable, Sergeant or Investigator position is absent for a period of three (3) months or less, the Employer may assign an employee who is a member of the bargaining unit to replace him.

b) When an employee who is the incumbent of a Senior Constable, Sergeant or Investigator position is absent for a period of more than three (3) months, the Employer assigns an employee who is a member of the bargaining unit to replace him. Priority is given to the employee whose name appears on the eligibility list for the relevant position.

c) The Employer informs the Association of the name of the employee and of the probable duration of the temporary assignment. The employee receives the salary associated with the position he is assigned to as of the first day and for the duration of this temporary assignment.

12.16 An employee who is absent from work who wishes to submit his candidacy may do so in writing before his leave.

ARTICLE 13 UNIFORMS AND EQUIPMENT

13.01 A regular employee who works in uniform benefits from an annual points-credits system for the purchase of clothing and other equipment. The clothing and other equipment admissible under this system is defined in appendix A1.

- 13.02** The items listed in appendix A2 are not included in the points-credits system and are remitted to the employee upon hiring and are replaced as needed, at the request of the employee.
- 13.03** The clothing and other equipment remitted to a temporary employee is identical to that remitted to a regular employee. These items are remitted in sufficient quantity as determined by the Employer.
- 13.04** The employee is responsible for the maintenance and cleaning of the clothing and equipment that is remitted to him, as per Appendix A1.
- 13.05** A regular employee is credited with a bank of seven hundred (700) points on January 1st of each year. The employee may carry over a maximum of two hundred (200) points unused as of December 31st, to his bank for the following year.

An employee hired during a given year is credited with a bank containing a number of points that is prorated to the number of days left in the current year.

- 13.06** The number of points credited to an employee for a given year is reduced proportionally to the number of days of his absence. This reduction is not retroactive and is applicable when the employee's absence is of more than ninety (90) days.
- 13.07** The employee may not use his points other than with the Employer. The points are not reimbursable or transferable to another employee.
- 13.08** At latest on January 31st of each year, the Employer informs the employee of the number of points in his bank for the current year.
- 13.09** Except for the items identified in appendix A1 as payable over several consecutive years, the employee must have a sufficient number of points in his bank before making a request to purchase of a piece of clothing or equipment appearing in appendix A1.
- 13.10** Twice a year at latest August 15th and March 15th, an employee may submit a written request on the form provided for this purpose, detailing the clothing and equipment he would like to purchase with his points. The employee may not in order clothing or equipment over and above the normal requirements for his regular duties.

The employee is responsible for the exactness and the updating of this measurements appearing on the form.

The clothing thus ordered is remitted to the employee at latest on May 1st for summer clothing and at latest on October 1st for winter clothing.

- 13.11** The Employer may obligate an employee to purchase a piece of clothing or of equipment when the piece of clothing or of equipment is outdated or is not in proper condition. The value of this item is then deducted from the employee's bank. Should the employee not have enough points in his bank, the amount is deducted from the employee's bank for the following year.

13.12 It is strictly forbidden for an employee to sell a piece of equipment or clothing among those detailed in appendices A1 and A2.

13.13 All clothing and equipment remains the property of the Employer.

A piece of clothing or equipment that is damaged or destroyed in the course of the employee's regular duties is replaced without cost by the Employer. At the request of the Employer an employee must remit all unusable items of clothing or equipment when the employer furnishes new items.

Upon his definitive departure, the employee must return the equipment and clothing given to him by the Employer. Should the employee fail to do so, the Employer will withhold an amount equivalent to the value of the clothing and equipment on the employee's last pay check.

13.14 The parties agree to form a committee whose mandate is to make recommendations to the Employer concerning employee uniforms and equipment. The committee is composed of one (1) Employer representative and one (1) representative from the Association.

The Employer may, at his expense, decide to modify the equipment or clothing worn by the employees.

13.15 a) An employee who is required to work in civilian clothes on a temporary basis because the employee was not provided a uniform or for any other reason requested by the Chief or by another Management employee receives a stipend of eight dollars (\$8.00) per day.

b) At latest January 15th of each year, an employee who is required to wear his civilian clothes to work on a regular basis must choose between the bank detailed in clause 13.05 or receiving an amount of two point five per cent (2.5%) of his annual salary for his clothing expenditures. The choice of the employee is valid for a period of twelve (12) months.

c) The amounts detailed in paragraphs a) and b) are paid each pay period. These amounts are not payable when an employee is absent from work for a period of more than ninety (90) days.

13.16 Every employee must obey the rules and regulations governing the use of a sidearm.

13.17 An employee is issued capsicum pepper spray and is trained in its use.

13.18 A custom fit bullet-proof vest is issued to each employee. The vest is replaced every five (5) years or when damaged or unsafe. The Employer and the Association determine the type of vest to be issued.

13.19 A police officer who has taken an oath of office will receive an identification card, showing the employee's photograph and the Chief's signature and a badge showing the employee's badge number.

- 13.20** A bilingual copy of the *Criminal Code* and any amendments, a copy of all regulations that employees have to enforce and a copy of the *Code of Penal Procedure* are available to employees at all times at each police station.

ARTICLE 14 EMPLOYMENT SECURITY

- 14.01** The Employer maintains the minimum number of police officers shown below in each Northern village.

In case of an emergency or to resolve a pressing staffing problem the Employer may temporarily relocate a police officer from one village to another. The Employer informs the Association of any changes made to the assignments below and indicates the probable duration of the change.

| NORTHERN VILLAGE | POSITIONS |
|--------------------|--|
| Kuujuarapik | 1 sergeant, 3 constables |
| Umiujuaq | 1 senior constable, 2 constables |
| Inukjuaq | 1 sergeant, 4 constables |
| Puvirnituk | 1 sergeant and 5 constables |
| Akulivik | 1 senior constable and 2 constables |
| Ivujivik | 1 senior constable and 2 constables |
| Salluit | 2 sergeants and 4 constables |
| Kuujuaq | 2 sergeants, 5 constables |
| Kangisualujuaq | 1 senior constable, 2 constables |
| Tasiujuaq | 1 senior constable, 2 constables |
| Aupaluk | 1 senior constable, 2 constables |
| Kangirsuk | 1 senior constable, 2 constables |
| Quaqtaq | 1 senior constable, 2 constables |
| Kangisujuaq | 1 senior constable, 2 constables |
| Additional support | 1 criminal intelligence officer, 2 investigators, 2 court liaison officers |

- 14.02** For the duration of this collective agreement, the Employer will attempt to maintain the employment of all employees who have accumulated one (1) year of seniority, unless such an employee resigns, is dismissed for proper and sufficient cause which is proven by the Employer or if the employee's employment is terminated for any other valid reason provided for by the collective agreement.

- 14.03** Should the KRPF be amalgamated with another police force, in accordance with the Police Act or with any other applicable Law, without prejudice to the Minister of Public Security's jurisdiction and authority, the Employer will request that the amalgamation agreement guarantee the employment, the seniority, the salary, the rank and other benefits of all employees working as police officers on the date that the amalgamation becomes effective.
- 14.04** The Employer will request and make representations in order that an amalgamation, annexation, loan of service or exchange of services agreement or any other similar agreement provide for and guarantee, upon termination of said agreement and upon reactivation of the Employer's police force or if it has been maintained, the integration or reintegration of former regular employees within the KRPF or the maintenance of all employees and regular positions which existed on the date of the signature of the agreement, unless otherwise agreed to by the Employer and the Association. The integration or reintegration, will apply in accordance with the employee's seniority upon the effective date of the integration or reintegration. Employees hired under such an agreement or following its implementation, are not covered by this article.
- 14.05** In the event of the modification to the legislative requirements necessary for a police officer to maintain his certification, the Employer will not dismiss any employee because he does not meet the certification requirements. When the required training may be completed within one (1) year of the implementation of the change in legislation, the Employer will pay for the cost of the required courses in order to allow the concerned employees the opportunity to meet the new requirements.
- 14.06** Nothing in this clause may be interpreted as depriving the Employer of its right to establish a police force on its territory in accordance with the Act respecting Northern villages and the Kativik Regional Government or as causing prejudice to the jurisdiction and authority of the Minister of Public Security under the Police Act or any other applicable law.

ARTICLE 15 CIVIL AND PENAL LIABILITY

15.01 Judicial action taken against an employee

If criminal or civil action or professional conduct proceedings are brought against an employee with respect to an action which was taken while performing his duties or which is incidental to the employee's work as a peace officer in accordance with the *Police Act*, the Employer will provide the services of an attorney chosen by the employee. However, in the case of a civil action where the Employer is named as a co-defendant, the employee may retain his own attorney only if a conflict of interests exists. The fees of said attorney must be previously agreed to with the Employer.

This clause does not apply in cases where proceedings are brought against an employee as a result of an action which does not fall within the scope of the employee's duties. For the purpose of this article, an action which does not fall within the scope of an employee's duties is defined as an action taken solely for the employee's personal benefit and that falls outside of a police operation.

- 15.02** With respect to a civil action taken against the employee related to an action taken by the employee while performing his duties, the Employer will compensate the employee for the amount of any conviction, except in cases of serious misconduct on the employee's part.

For the purpose of this clause, serious misconduct is defined as a voluntary action or gross negligence of an extremely serious nature which demonstrates wanton disregard for the safety of others, intent to harm or wanton disregard for the Employer's code of discipline.

- 15.03** Unless the Employer initiates proceedings, any employee summoned before a coroner, a board of inquiry or any other similarly empowered organization to testify about action which was taken while performing his duties or which is incidental to his work will be represented by an attorney retained and paid for by the Employer after consulting with the employee. Should the Employer initiate proceedings, and these proceedings are declared unfounded, the Employer will fully compensate the employee for expenses that he incurred to defend himself.

- 15.04** This article also applies to former regular, probationary replacement and temporary employees, for incidents which occurred while they were employed by the Employer.

- 15.05** An employee who is charged with a criminal offence may be assigned to administrative duties or if no such duties are available or appropriate, he can be suspended with pay. Exceptionally, an employee may be suspended with half pay or without pay. The applicable measure will be determined according to Appendix D.

In all cases, in order to remain eligible to receive salary payments, a suspended employee must remain available for work with the Employer. The suspended employee may make a request in writing to the Chief in order to obtain authorisation to perform alternate work. A suspended employee remains subject to Code of Discipline and the Police Act. Written proof of any monies earned through alternate employment during a suspension with pay must be submitted to the Employer on a regular basis. Any salary payment made to the suspended employee will be reduced proportionally.

A suspended employee who leaves the North is no longer entitled to the payment of northern benefits as of the date of his departure.

Article 28 does not apply to a suspended employee who is transferred to a Northern village in order to perform administrative duties when the expected duration of the transfer is of three (3) months or more. However, said employee is entitled to:

- the highest CLD allowance between the CLD allowance for his village of origin and the CLD allowance for the village he is transferred to;
- to the application of clause 30.02 a) ii) for a maximum of twenty-five (25) kilograms.

A suspended employee who refuses such a transfer is considered as no longer available for work.

- 15.06** The Employer compensates an employee for any personal belongings that are damaged, lost or stolen while the employee is performing his duties or is performing an activity that is directly related to his duties. Personal belongings include articles such as dental prosthesis, glasses, contact lenses, watch or civilian clothing. However, the Employer does not compensate the employee if the employee was negligent.

ARTICLE 16 WORK SCHEDULES

- 16.01** The normal work week is of forty (40) hours. The normal work day is of eight (8) or ten (10) hours, as determined by the Employer.

An employee is entitled to a one (1) hour meal period that may be taken in the location of his choice. However the employee must remain on standby during his meal period. The meal period is paid at the employee's standby salary rate. The meal period is not included in the employee's normal work day.

- 16.02** Work schedules are prepared by the Employer following the guidelines appearing in Appendix C. Day shift hours fall between 7:00 a.m. and 7:00 p.m. Evening shift hours fall between 3:00 p.m. and 4:00 a.m. Night shift hours fall between 8:00 p.m. and 8:00 a.m.

Except in a case where immediate action must be taken or for reasons related to operational requirements which make it impossible to do so, the Employer informs the employees seven (7) calendar days before a change is made to his work schedule.

- 16.03** An employee is entitled to two (2) consecutive days off per work week, unless the employee and the Employer agree otherwise.
- 16.04** An employee may exchange his working hours with another employee in the same village providing the Employer agrees.

ARTICLE 17 CLASSIFICATION AND SALARIES

17.01 Salary scale

| Seniority | January 1, 2013 | January 1, 2014 | January 1, 2015 | January 1, 2016 | July 1, 2016 | January 1, 2017 | July 1, 2017 |
|---|-----------------|-----------------|-----------------|-----------------|--------------|-----------------|--------------|
| Level | | | | | | | |
| UNCERTIFIED POLICE OFFICERS | | | | | | | |
| Regardless of seniority | \$49 086,77 | \$50 068,50 | \$51 069,87 | \$52 091,27 | \$52 351,72 | \$53 398,76 | \$53 665,75 |
| CERTIFIED POLICE OFFICERS | | | | | | | |
| Six (6) months and less (62%) | \$49 086,77 | \$50 068,50 | \$51 069,87 | \$52 091,27 | \$52 351,72 | \$53 398,76 | \$53 665,75 |
| More than six (6) months (65%) | \$51 740,64 | \$52 775,46 | \$53 830,96 | \$54 907,58 | \$55 182,12 | \$56 285,76 | \$56 567,19 |
| More than twelve (12) months (73%) | \$58 108,78 | \$59 270,95 | \$60 456,37 | \$61 665,50 | \$61 973,83 | \$63 213,30 | \$63 529,37 |

| Seniority | January 1, 2013 | January 1, 2014 | January 1, 2015 | January 1, 2016 | July 1, 2016 | January 1, 2017 | July 1, 2017 |
|--|--------------------|--------------------|--------------------|--------------------|-----------------|--------------------|-----------------|
| Level | | | | | | | |
| More than twenty four (24) months (85%) | \$67 660,84 | \$69 014,06 | \$70 394,34 | \$71 802,23 | \$72 161,24 | \$73 604,46 | \$73 972,49 |
| More than thirty six (36) months (93%) | \$74 028,93 | \$75 509,51 | \$77 019,70 | \$78 560,09 | \$78 952,89 | \$80 531,95 | \$80 934,61 |
| More than forty eight (48) months (100%) | \$79 600,99 | \$81 193,01 | \$82 816,87 | \$84 473,21 | \$84 895,58 | \$86 593,49 | \$87 026,46 |
| Investigator or Sergeant | | | | | | | |
| Regardless of seniority (110%) | \$87 561,09 | \$89 312,32 | \$91 098,56 | \$92 920,53 | \$93 385,14 | \$95 252,84 | \$95 729,10 |

17.02 Placement in the salary scale and progression

Certified police officer

An employee who is a certified police officer is integrated into the salary scale taking into account the number of years he has worked as a police officer within a recognised police force or organization as well as all hours worked for the Employer as a temporary replacement employee or in any other peace officer status. Two thousand eighty (2080) regular hours worked will be considered as being equivalent to one (1) year of experience.

An employee who is a certified police officer progresses in the salary scale detailed in clause 17.01 on the basis of his accumulated seniority.

Others

In all other cases, the employee is placed at the first step of the scale and does not progress within the salary scale until he becomes a certified police officer.

17.03 The regular hourly rate of a regular, probationary or a temporary replacement employee is calculated by dividing his annual salary rate by two thousand and eighty (2080).

17.04 The employee is paid every second Thursday by direct deposit into his account in the financial institution of his choice. When a pay day coincides with a statutory holiday, if possible, the employee is paid on the preceding workday.

17.05 The following information appears on the employee's bank statement:

- surname and name;
- job title;
- regular hours;
- hourly rate;
- overtime hours;
- gross and net salary;
- RRSP contributions (Employer and Employee);
- other amounts paid (identified individually);

- other amounts deducted (identified individually);
- all banked hours (identified individually);
- pay period.

17.06 Reimbursement

Before claiming monies paid in excess to an employee, the Employer must reach an agreement with him on the terms and conditions of reimbursement. If the parties fail to reach an agreement, the Employer shall set the applicable terms of reimbursement as if it was a seizure of salary under the Civil Code of Procedure of Quebec. If the employee's employment is terminated for whatever reason, before any debt owed to the Employer is paid back to the Employer, the latter may refund himself from any money normally payable to the employee by reason of his termination, without prejudice for the Employer to claim from the individual any outstanding amount left after the application of the present clause.

17.07 Error

If the Employer commits an error and forgets to pay an employee on the predetermined date or pays him less than he is entitled to, the Employer agrees, after receiving a request from the employee, to take the necessary steps to rectify the situation immediately as long as the necessary documents have been provided by the employee.

17.08 Termination of employment

In the event of a permanent termination of employment, the Employer remits all sums due to the employee within fifteen (15) working days of his departure.

17.09 Information

In the case of a grievance or an inquiry into a disagreement on an issue concerning the payment of salary to an employee, the employee or the Association may request that the Employer submit written documentation detailing the issue. These documents are submitted within ten (10) days of the request.

ARTICLE 18 OVERTIME AND STANDBY PAY

18.01 Overtime

All hours worked by an employee over and above eighty (80) hours within two (2) calendar weeks, that are required by the Employer, are considered as overtime hours and are paid at one and a half (1 ½) times the employee's regular hourly rate.

An employee may bank a maximum of eighty (80) hours of overtime per year. These hours must be used to extend an employee's vacation period, after prior approval of the Captain.

Any unused hours are paid to the employee at latest on December 31st of each year.

18.02 An employee may not be obligated to work overtime hours during his annual leave or on days off immediately following or preceding his annual leave.

18.03 a) When an employee is summoned before a court, a coroner, a board of inquiry, a professional conduct committee, the Employer or any other similarly empowered organization, such summons is considered a call back to work and is remunerated accordingly. When the employee is summoned during regular working hours, the employee is remunerated at his regular hourly rate.

b) When an employee must attend court or is summoned in front of another authority during his vacation, because the case could not be postponed, the employee is entitled to twelve (12) hours remuneration at an hourly rate of time and a half (150%) for each full day or part of day he must be in attendance. In addition, the employee will receive one (1) additional day of paid vacation for each full day or part day spent in attendance or travelling.

c) The employee is reimbursed for meal and accommodation expenses as well as return travel expenses to and from the place where he was vacationing for upon presentation of appropriate vouchers."

18.04 Work performed within fifteen (15) minutes of the end of an employee's shift is not paid.

18.05 An employee who works five (5) hours over and above his regular shift, is entitled to a one (1) hour meal break remunerated at one and a half (1 ½) times the employee's regular hourly rate.

Call back to work

18.06 a) All hours worked by an employee who is called back to work by the Employer while he is off duty are considered as call back hours. An employee who is called back to work is entitled to a minimum payment of three (3) hours at his applicable hourly rate.

b) This clause also applies to an employee who is required to appear before a court, a coroner, a board of inquiry, a professional conduct committee, the Employer or any other similar organization, within the context of his duties as a police officer.

c) When an employee recalled to work a second time within three (3) hours of his first recall, the hours worked are covered by the first recall.

18.07 When the Employer calls an employee into work not more than one (1) hour before the beginning of his regular shift clause 18.06 does not apply.

18.08 1) Standby premium

a) An employee who is required to remain on call outside of his regular working hours is paid one (1) hour at his regular hourly rate for every four (4) hours that he remains on call.

- b) Between 19h00 and 7h00 when no officers are on duty, the Employer maintains two (2) officers on call. These officers are paid as defined in paragraph a) above.
- c) Between 19h00 and 7h00, when one (1) officer is on duty, the Employer maintains one (1) officer on call. This officer is paid as defined in paragraph a) above.

2) Senior constable premium

An employee who is the incumbent of a Senior Constable position is paid a premium equivalent to five percent (5%) of his regular salary for the hours the employee works as a Senior Constable. This premium is not applicable in the calculation of the employee's overtime rate and is not paid to the employee when he is absent from work.

- 18.09** An employee who is on call and is called back to work is paid in accordance with clause 18.06. In this case, clause 18.08 does not apply for a number of hours equal to the number of hours paid for the call back to work.

18.10 Training courses

- a) Training courses outside of Nunavik

When an employee is required by the Employer to attend a training course outside of Nunavik he shall be paid his regular daily or weekly salary for each day or week that he is in training.

- b) Training courses within Nunavik

When an employee is required by the Employer to attend a training course within Nunavik, outside of his regular working hours, any hours thus worked are paid to the employee at his regular hourly rate or at time and a half (1 ½) as is applicable. These hours may be taken as equivalent time off up to a maximum of eight (8) hours per day. This time off may be used on a date agreed to by the employee and his immediate supervisor.

18.11 Travel time

- a) The employee will be considered as being at work for a maximum of eight hours (8) for the time necessary to travel to the training facility and for the time necessary to return to his place of work. These hours of travel time are paid to the employee at his regular hourly rate or at time and a half (1 ½), as is applicable.
- b) Travel arrangements and training schedules must be approved by the employee's immediate supervisor.
- c) Travel time is defined as one of the following:
 - 1) The period beginning at the check-in time determined by the public carrier or charter operator and ending one (1) hour after the employee's arrival at the destination;

- 2) The period beginning when the employee leaves by taxi, rented or personal vehicle and ending when the employee arrives at his temporary place of work or place of rest excluding any personal stops during the trip;
- 3) Outside of his basic workweek and when it is authorized by the employee's immediate supervisor, the time spent in a place other than his regular place of work, up to eight (8) hours per day.

ARTICLE 19 STATUTORY HOLIDAYS

- 19.01** An employee is entitled to one hundred and twenty (120) hours of paid leave annually in lieu of all applicable statutory holidays, including June 24 (Saint-Jean Baptiste). An employee must use a minimum of eight (8) hours of leave at a time. This leave may be used at a time agreed upon by the employee and his immediate supervisor.
- 19.02** The number of hours a newly hired employee or an employee whose employment is terminated is entitled to annually is prorated to the number of months the employee works in said year. A newly hired employee is entitled to ten (10) hours of leave for each full month remaining in the calendar year. An employee who is terminated is entitled to ten (10) hours for each full month worked in the current calendar year.
- 19.03** Hours of paid leave in lieu of statutory holidays that are not used before December 31 are paid to the employee or transferred to the employee's Pension plan (RRSP) if so requested by December 5th of the current year.

ARTICLE 20 SPECIAL LEAVES

- 20.01** The employee is entitled to the following special leaves with pay. These special leaves of absence will not affect other days off or days of annual leave.
- a) In the case of his wedding the employee is entitled to one (1) working day, when he is scheduled to work.
 - b) In the case of the death of his spouse, child or his spouse's child the employee is entitled to seven (7) consecutive days including the day of the funeral.
 - c) In the case of the death of his father, mother, brother or sister the employee is entitled to three (3) working days including the day of the funeral.
 - d) In the case of the death of his in-laws, his grandparents or his grandchildren the employee is entitled to one (1) working day.
 - e) In the case of his relocation to another village, requested by the Employer, the employee is entitled to two (2) working days.

- f) When an employee must travel to a Canadian destination other than his place of work for any event mentioned in paragraphs a) to d) he is entitled to additional days of paid leave in order to make the trip. Travel arrangements must be as efficient as possible.
- g) Paragraphs b), c) and d) apply to both biological and adopted family members.
- h) In case of a funeral in a Northern Village, employees will benefit from a leave with pay for the duration of the funeral service and for the purposes of attending the funeral. The employee's immediate supervisor must be notified in advance of such an absence. This paragraph does not restrict the right of an employee to benefit for the leaves provided for in paragraphs b), c) and d) when he meets the requirements.

20.02 In all cases provided for in clause 20.01 the employee must provide proof or a certificate confirming the reason for the leave of absence upon request from the Employer.

20.03 Traditional leave

An Inuk employee is granted eighty (80) hours of leave without pay per civil year to participate in traditional activities providing he makes the request to his immediate supervisor fifteen (15) days before the beginning of the traditional activity.

20.04 Ranger activities

An employee may obtain a maximum of twenty (20) days per calendar year of leave without pay in order to participate in Ranger activities providing he submits a written request to her/his supervisor fifteen (15) days before the beginning of the Ranger activity.

ARTICLE 21 VACATION

21.01 All regular and probationary employees are entitled to paid vacation on the basis of their number of years of seniority, in accordance with vacation entitlements determined as of January 1 of each year.

21.02 When an employee is on a leave of absence for more than three (3) months, his vacation entitlement is prorated to the number of months the employee works in the current year. An employee's annual vacation entitlement is not reduced due to one or more disability periods totalling not more than three (3) months per year. An employee's annual vacation entitlement is not affected by an absence due to a work accident or an industrial illness.

21.03 An employee is entitled to:

- a) ten (10) hours of paid vacation per month of service prorated to the number of days since his date of hire, if he has completed less than one (1) year of seniority;
- b) one hundred and sixty hours (160) of vacation each year when he has completed one (1) year but less than five (5) years of seniority;
- c) two hundred (200) hours of vacation each year when he has completed five (5) years but less than ten (10) years of seniority;
- d) Two hundred and forty (240) hours of vacation each year when he has completed ten (10) years of seniority or more.

When an employee completes five (5) or ten (10) years of service after the 1st of January, the employee's vacation entitlement is prorated for the current year on the basis of the number of days left in the year.

21.04 A request for annual leave to be taken between:

- April 1 and September 30, must be submitted before February 15.
- October 1 and March 31, must be submitted before August 15.

When an employee does not submit his vacation request before February 15 or August 15 as is applicable, his vacation will be scheduled without regard to his seniority.

21.05 An employee's vacation is granted to by village and by seniority on the date agreed to between the employee and the applicable Management employee. Vacation may not be taken on more than three (3) separate occasions each year.

21.06 When two (2) or more employees in the same village make a request to schedule vacation during the Christmas break period, each employee is entitled to include one (1) of the two (2) following holidays, either Christmas or New Year's in his vacation schedule. Also, the employee's vacation will end before December 29th or will begin on December 29th, as is applicable.

21.07 The Employer confirms the vacation schedule in writing before February 28 or before August 30, as is applicable, taking into account that not more than half (1/2) of the employees in a village may be on vacation at the same time.

21.08 The vacation schedule of an employee who is transferred or relocated to another village is not modified and does not affect the vacation schedule of the employees in the village to which he is transferred or relocated.

21.09 The employee on vacation continues to receive his regular salary. Salary due during the holiday period may be paid to the employee before his departure date, should the employee request it at least ten (10) working days before his scheduled date of departure from work.

- 21.10** The employee absent from work due to disability or a work accident at the time scheduled for her/his vacation may postpone his vacation until later in the same year or, if he has not returned to work by the end of the year, until the subsequent year. Arrangements to reschedule his vacation period must be made between the employee and a Management employee.
- 21.11** Vacation hours that are not used before December 31 are paid to the employee or transferred to the employee's Registered retirement savings plan (RRSP) if so requested at the latest December 5th of the current year.
- 21.12** An employee who leaves during the course of the year will see his vacation entitlement reduced proportionally to the number of days left in the year. However an employee may not receive a vacation entitlement that is less than that provided for in the Law.

If the employee has used more vacation days than he had accumulated, he will reimburse the employer for the vacation days used over and above the vacation entitlement that he had accumulated.

ARTICLE 22 SICK LEAVE

- 22.01** As of January 1, each employee is entitled to ninety-six (96) hours of sick leave with pay each year. These hours of sick leave are available as of January 1 of each year but accumulated at the rate of eight (8) hours per month worked.

At the end of the calendar year, unused hours are paid to the employee or transferred to the employee's Registered retirement savings plan (RRSP) if so requested at the latest December 5th of the current year.

- 22.02** An employee who is absent from work for three (3) consecutive days or more must provide a medical certificate confirming his illness upon request from the Employer. In a village without a doctor, a certificate prepared by a nurse is accepted.
- 22.03** The employee must notify his immediate supervisor of his absence before the beginning of his shift.

ARTICLE 23 GROUP INSURANCE

- 23.01** The Employer maintains a group insurance policy in effect, containing the same coverage as the insurance policy applicable to Kativik Regional Government unionised employees.

Should the insurance provider modify the group insurance plan, the Employer meets with the Association representatives to inform them of said modification. As well, at the time of renewal, the parties meet to exchange information about the planned changes.

23.02 The employees and their dependants are covered by a group insurance plan whose conditions of application are described in the applicable insurance policy and that offers the following benefits:

- life insurance;
- accidental death and dismemberment benefit;
- salary insurance;
- hospital care in Canada;
- medication insurance;
- health practitioners services;
- medical supplies insurance;
- other services.

23.03 The employee may benefit from this group insurance plan from his first day of work.

23.04 As long as they are covered by other regimes, the JBNQA beneficiary employees are covered under the policy referred to in clause 23.01 for life insurance, accidental death and dismemberment benefit, travel insurance and the salary insurance benefit only.

23.05 The premium payable is shared equally by the Employer and the employee for the benefits that apply to him, unless otherwise specifically provided for by the collective agreement or by a law. The portion of the premium paid by the employee is used to pay the premium associated with the salary insurance benefit.

23.06 Salary advance

An employee who is absent from work due to an accident or an illness other than a work accident or professional illness, may request, in writing, that the Employer continue to pay him fifty five percent (55%) of his gross regular salary up to a maximum of one thousand dollars (1 000.00\$) per week and this, for a maximum period of four (4) weeks. However the employee must first use all outstanding sick days and banked overtime.

The Employer pays this salary advance to an employee who:

- has agreed in writing to reimburse the Employer for any amounts owed, should said amounts not be reimbursed to the Employer by other sources;
- has submitted a claim to the insurance provider in order to obtain salary insurance benefits for said accident or illness.

A copy of the reimbursement agreement signed by the employee is forwarded to the Association.

Following his return to work, an employee may buy back any sick days used over and above those days used to cover the elimination period provided for in the insurance contract. The employee must submit a request in writing to the Human Resource Office within thirty (30) days of his return to work.

ARTICLE 24 REGISTERED RETIREMENT SAVINGS PLAN (RRSP)

24.01 Registered Retirement Savings Plan (RRSP) account carrier

The Employer designates the RRSP account carrier and informs the Association.

24.02 Eligibility

- a) A regular employee must contribute to an individual RRSP account. In order to become eligible, the regular employee must complete all relevant documentation in order to open an individual RRSP account with the RRSP account carrier designated by the Employer.
- b) All administrative costs and fees are paid by the employee.

24.03 RRSP contribution levels

- a) The Employer contributes an amount equivalent to six percent (6%) of the employee's regular basic weekly salary including the applicable cost of living differential allowance.
- b) The employee contributes an amount equivalent to four percent (4%) of his regular basic weekly salary. The employee's contribution is deducted from his salary.
- c) An employee may increase his contribution level by sending a written request to the Human Resources Office at least thirty (30) days before the new percentage becomes applicable.
- d) The Employer and the employee's contributions are deposited biweekly in the employee's RRSP account as defined in paragraph 24.02 a).

ARTICLE 25 OCCUPATIONAL INJURY AND DISEASE

25.01 When an employee is on leave due to an occupational injury or disease and he receives an indemnity under the Workmen's compensation Act (CSST) or under the Crime Victims Compensation Act (IVAC), the Employer will pay the employee an additional indemnity. This additional indemnity is paid in order to compensate the difference between the indemnity the employee receives under the Workmen's compensation Act and the employee's regular basic weekly salary including the employee's cost of living allowance.

25.02 The employee who moves South of the 55th parallel for more than three (3) months while on leave due to a work accident or illness is no longer entitled to a cost of living allowance.

This clause does not apply to an employee who is residing South of the 55th parallel;
- at the request of the Employer;

- in order to receive medical treatment that is not available in Nunavik. In such a case, the employee is entitled to receive a cost of living allowance for a maximum of nine (9) months.

25.03 Salary advance

An employee who is absent from work due to a work accident or a professional illness may request, in writing, that the Employer continue to pay him fifty five percent (55%) of his net regular salary up to a maximum of one thousand dollars (1 000.00\$) per week and this, for a maximum period of eight (8) weeks following the payment of the initial two (2) week period by the Employer, as is applicable.

The Employer pays this salary advance to an employee who:

- has agreed in writing to reimburse the Employer for any amounts owed, should said amounts not be reimbursed to the Employer by other sources;
- has submitted a claim to the Commission de la Santé et la Sécurité au travail (CSST) in order to obtain benefits for said accident or illness and has signed any necessary documents in order to allow for the reimbursement to the Employer.

Should the employee's claim be refused by the CSST the employee will submit a claim to the insurance provider in order to obtain salary insurance benefits for said accident or illness and sign any necessary documents in order to allow for the reimbursement to the Employer.

A copy of all CSST forms related to the employee's claim as well as the reimbursement agreement signed by the employee is forwarded to the Association.

ARTICLE 26 PARENTAL LEAVES

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| Section I | General Provisions |
|------------------|---------------------------|

- 26.01** Unless otherwise specifically provided for, the present article cannot have the effect of granting an employee a benefit, monetary or non monetary, which he would not have had if he had remained at work.
- 26.02** Same sex spouses are eligible to all the benefits under the present article. However, in the case of maternity and paternity leaves, these benefits will only be granted to one (1) of the spouses.
- 26.03** The Employer does not reimburse the employee for the amounts that the Canada Employment and Immigration Commission (C.E.I.C.) could require her to repay under the Unemployment Insurance Act, when the employee's salary exceeds the insurable maximum by one and one half (1 ½) times.

Section II Maternity Leave

- 26.04** a) A pregnant employee is entitled to a maternity leave of twenty (20) weeks' duration, which, subject to clauses 26.08 and 26.09, must be consecutive.
- b) An employee who becomes pregnant while benefiting from a leave of absence or a partial leave of absence provided for in this article is also entitled to the maternity leave and the indemnities provided for in clauses 26.13 and 26.14, whichever the case.
- c) An employee is also entitled to a maternity leave in the case of an interruption of her pregnancy after the beginning of the twentieth (20th) week preceding her expected due date.
- d) An employee whose spouse dies while on maternity leave is entitled to receive the payment of the balance of the employee's twenty (20) weeks of maternity leave and benefits from any rights and benefits pertaining to such leave.
- 26.05** The distribution of the maternity leave before and after the birth is at the employee's discretion and includes the date of delivery.
- 26.06** The maternity leave may be of a lesser duration than that provided for in clause 26.04. If the employee returns to work within two (2) weeks following the birth, she must produce, at the Employer's request, a medical certificate confirming that she is sufficiently recovered to resume work.

26.07 Notice

To obtain the maternity leave, an employee must give written notice to the Employer at least three (3) weeks before the date of departure. This notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and stating the expected date of the birth.

The delay of submission of the notice may be less if a medical certificate attests that the employee must leave work sooner than expected. In the case of an unforeseen event, the employee is exempted from the formality of the notice provided that she remits a medical certificate to the Employer stating that she had to leave work without delay.

Section III Interruptions and extensions of maternity leave

- 26.08** An employee who has sufficiently recovered from the delivery but whose child must remain in a health facility may interrupt her maternity leave by returning to work.

An employee whose child is hospitalized within fifteen (15) days of his birth is also entitled to this right.

In this case the leave may only be interrupted once. The employee may take the rest of the leave when the child returns home.

26.09 Upon request, an employee may interrupt her maternity leave, in the following cases:

- If her child is hospitalised;
- If the employee is ill, other than an illness related her pregnancy;
- If the employee must fulfil a parental obligation provided for in the Labour standards Act.

The number of weeks during which the maternity leave may be interrupted is equivalent to the number of weeks the child is hospitalised, but may not exceed fifteen (15) weeks. In all other cases, the maximum number of weeks during which the maternity leave may be interrupted is six (6) weeks.

During such an interruption, the employee is considered as being on a leave without pay and will receive neither benefits nor salary from the Employer. She nonetheless receives the benefits provided for in clause 26.32.

26.10 When resuming an interrupted maternity leave as provided for in clause 26.08 or 26.09, the employee is entitled to the benefits she would otherwise have received if she had not availed herself of such an interruption, and this, for the number of weeks remaining in accordance with clauses 26.13 or 26.14, whichever the case.

26.11 If the birth occurs after the due date, the employee is entitled to extend her maternity leave for the length of time the birth is overdue, unless she has at least two (2) weeks of maternity leave left after the birth.

The employee may extend her maternity leave if her child's health or if her own health requires that she does so. The duration of such extension is that stated on the medical certificate which the employee must provide.

During these extensions, the employee is considered to be on a leave without pay and does not receive either benefits or salary. The employee receives the benefits provided in clause 26.16 for the first six (6) weeks of the extension of her leave only and, after, will receive the benefits outlined in clause 26.30.

Section IV Maternity Leave Benefits

26.12 The maternity leave benefits provided for in clause 26.14 are only paid as supplements to parental insurance benefits or, in the cases stipulated hereafter, as payments during a period of absence for which the Quebec Parental Insurance Plan does not apply.

26.13 **Indemnity for employees not eligible under the Quebec Parental Insurance Plan**

- a) A full-time employee who is declared ineligible for benefits under the Quebec Parental Insurance Plan and who has accumulated twenty (20) weeks of service is

entitled to the payment of an indemnity equal to ninety-three percent (93%) of her/his regular weekly salary for a period of ten (10) weeks.

- b) A part-time employee who is declared ineligible for benefits under the Quebec Parental Insurance Plan who has accumulated twenty (20) weeks of service is entitled to the payment of an indemnity equal to ninety-five percent (95%) of his regular weekly salary for a period of ten (10) weeks.

26.14 Complementary compensation for employees eligible under the Quebec Parental Insurance Plan

An employee who is eligible and who receives benefits under the Quebec Parental Insurance Plan is entitled to receive the following complementary compensation from the Employer, during her maternity leave:

- a) For each week she is receiving or could receive unemployment insurance benefits, up to a maximum of twenty (20) weeks, complementary compensation equal to the difference between ninety-three percent (93%) of her regular weekly salary and the amount of the unemployment insurance benefit that she is entitled to. This complementary compensation is calculated on the basis of the unemployment insurance benefits that an employee is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

If the C.E.I.C. reduces the number of weeks of unemployment insurance benefits to which the employee would otherwise have been entitled if she had not availed herself of the unemployment insurance benefits before her maternity leave, the employee continues to receive, for a period equivalent to the weeks deducted by the C.E.I.C., the complementary compensation provided for in this paragraph as if she had, during this period, availed herself of the unemployment insurance benefits.

- b) When the employee resumes a maternity leave interrupted by virtue of clauses 26.08 or 26.09, the Employer pays the employee the compensation to which she would have been entitled had she not availed herself of such an interruption.
- c) The Employer may not compensate, by the compensation paid to the employee on maternity leave, a reduction in unemployment insurance benefits resulting from the salary earned in the employ of another Employer.

Notwithstanding the provisions of this paragraph, the Employer provides this compensation if the employee proves that the salary earned from another Employer is regular salary, by means of a letter to this effect from the Employer who pays it. If the employee proves that only a portion of this salary is regular, the compensation is limited to this portion.

- d) The total of the amounts received by the employee during her maternity leave, including unemployment insurance benefits, compensation and salary must not

exceed ninety-three percent (93%) of the basic regular weekly salary paid by the Employer.

26.15 Calculation of compensation

- a) No compensation is paid when the employee is on paid vacation.
- b) The compensation is paid by the Employer within the two (2) weeks following the beginning of the leave, at two (2) week intervals. In the case of the employee who is eligible for unemployment insurance benefits, the first payment is made fifteen (15) days after the Employer receives proof that the employee is receiving unemployment insurance benefits. For purposes of applying this paragraph, a statement of benefits, a cheque stub or other information provided by the C.E.I.C. to the Employer by means of a statement will be considered as proof of the payment of benefits.
- c) The regular weekly salary of the permanent part-time employee is the regular weekly salary averaged over the twenty (20) weeks immediately preceding her/his leave. If, during this period, the employee received benefits fixed at a certain percentage of her regular salary, it is understood that for the purpose of calculating her/his regular salary during her/his leave, reference is made to the regular salary on which the above-mentioned benefits were established.

If during this twenty (20) week period the salary scales are adjusted, the adjusted amount will be considered as the regular weekly salary. If, however, the leave includes the date at which the salary scales are adjusted, the regular weekly salary of the employee is calculated, as of this date, according to the salary scale adjustment which applies.

Any period in which the employee on special leave, as provided for in clause 26.18, does not receive any compensation from the CSST (Health and Safety Commission) is exempt for the purposes of calculating the employee's weekly base salary.

26.16 Other benefits

During the maternity leave and any extensions provided for in Sections II and III of this article, the employee, insofar as she is normally entitled to them, benefits from the following:

- accumulation of vacation;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- the right to apply for a posted position and to obtain it in accordance with the dispositions of the collective agreement as if she were at work.

Also, the employee, insofar as she is normally entitled to them, benefits from the following for a maximum of seventy (70) weeks:

- pension plan (RRSP), as long as she/he employee maintains her contribution, when applicable;
- salary insurance;
- life insurance;
- supplementary life insurance;
- health insurance;

Also, the employee, insofar as she is normally entitled to them, benefits from the following for a maximum of twenty-six (26) weeks:

- All northern benefits, including annual leave trips, if the employee remains in Nunavik or if the employee must leave the Nunavik region for medical reasons.

26.17 The employee may defer her weeks of vacation, if said weeks fall within her maternity leave and if, no later than two (2) weeks before the expiry of said maternity leave, she notifies the Employer in writing of the date of such deferral.

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| <p>Section V: Provisional assignment and Special Leaves Concerning Pregnancy and Breast-feeding</p> |
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26.18 Provisional assignment and Special Leave – Preventive Withdrawal

An employee may request a provisional assignment to another position in the following cases:

- a) she is pregnant and her working conditions expose her or her unborn child to infectious diseases or to physical dangers;
- b) her working conditions involve dangers for the child whom she is breast-feeding;

The employee must present a medical certificate to this effect as soon as possible. The reassigned employee maintains the rights and privileges associated with her regular position. A copy of the employee's request for provisional assignment is forwarded to the Association.

26.19 If the provisional assignment is not carried out immediately, the employee is entitled to a special leave which begins immediately. Unless a provisional assignment is implemented, the special leave ends on the date of the birth or at the end of the period during which the child is breast-fed, as is applicable.

26.20 During the special leave provided for in clauses 26.18 and 26.19, the employee is covered by the provisions of the Workmen's compensation Act relating to preventive measures for the pregnant or breast-feeding employees, with regard to her indemnity.

26.21 When an employee other than the employee requesting the provisional assignment agrees, he may exchange his position with that of the employee requesting the provisional assignment for the duration of said assignment, subject to Employer's

approval. This provision will apply only when both employees meet the normal requirements of the job. In such a case, both employees maintain all rights and privileges pertaining to their respective regular positions.

26.22 Other Special Leaves

An employee is entitled to a special leave in the following circumstances:

- a) when a complication in the pregnancy or a risk of miscarriage requires her to be absent from work for the period prescribed by a medical certificate. The medical certificate must attest the complication or the risk of miscarriage and the expected date of delivery. Such special leave cannot be extended beyond the fourth (4th) week preceding the due date.
- b) upon presentation of a medical certificate that provides for the duration, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week preceding the due date. The employee may avail herself of a sick leave or of the salary insurance benefits, as is applicable.
- c) for visits related to the pregnancy with a health care professional and which are attested to in a medical certificate or a written report signed by a midwife. In this case, the employee is entitled to paid special leave, up to a maximum of four (4) days. This paragraph also applies in the case of an employee who adopts a child. These leaves may be taken as half (1/2) days.

26.23 During the special leaves granted under clauses 26.18 and 26.19, the employee receives no salary but is entitled to the benefits provided for in clause 26.16, insofar as she is normally entitled to them.

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| Section VI: Birth and paternity leaves |
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26.24 Birth leave

The employee whose spouse gives birth is entitled to a leave of a maximum duration of five (5) working days, of which only the first two (2) are paid.

The employee is also entitled to this leave if an interruption of his spouse's pregnancy occurs after the beginning of the 20th week of the pregnancy.

This leave may be discontinuous and cannot be taken after the expiry of the fifteen (15) days following the arrival of the child at home.

26.25 Paternity Leave

- a) The employee whose spouse gives birth is entitled to a leave of a maximum duration of five (5) weeks, which may be divided into weeks. This leave must end no later than the end of the fifty-second (52nd) week following the week of the child's birth.

- b) During this leave, the employee receives the complementary compensation provided in clause 26.14 for a maximum period of five (5) weeks, if he is eligible for unemployment insurance, or the indemnity provided in clause 26.13 if he is not eligible for unemployment insurance, for the same period.

26.26 An employee whose child is hospitalized may interrupt his paternity leave by returning to work for the duration of the hospitalisation.

26.27 During these leaves, the employee is entitled to the benefits provided for in clause 26.16, insofar as he is normally entitled to them.

Section VII Leaves for adoption

26.28 a) The employee who legally adopts a child is entitled to a leave of a maximum duration of seventeen (17) weeks. Should both parents be KRG employees they may both benefit from the leave. In this case, the maximum total duration of their combined leaves must not exceed seventeen (17) weeks.

The leave begins when the child is placed in the employee's care and ends a maximum of seventeen (17) weeks after the week the child was placed in the employee's care.

b) During this leave, the employee receives the complementary compensation provided in clause 26.14 for a maximum period of fifteen (15) weeks, if he is eligible for unemployment insurance, or the indemnity provided in clause 26.13 if he is not eligible for unemployment insurance, for a period of ten (10) weeks.

c) In the cases provided for in the preceding paragraph, the provisions related to the maintenance of benefits provided in clauses 26.16 and 26.17 apply.

d) The present clause does not apply to an employee who adopts the child of his spouse. However, said employee is entitled to a parental leave as described in clause 26.31.

26.29 The employee who legally adopts a child is entitled to a leave of a maximum duration of five (5) working days, of which, only the first two (2) are paid.

This leave may be discontinuous and cannot be taken after the expiry of the fifteen (15) days following the arrival of the child at home.

26.30 The employee who goes outside of Quebec in order to adopt a child is entitled to, a leave without pay for the time necessary for such travel, upon written request to the Employer if possible two (2) weeks in advance. If this trip results in the child being placed in the employee's care, clause 26.28 applies as of the date the employee left on leave.

Section VIII Parental Leaves without Pay and Partial Leaves without Pay

26.31 Following a written request submitted to the Employer at least three (3) weeks in advance, the employee who wishes to extend her maternity leave, his paternity leave or his adoption leave or the employee covered by paragraph 26.28 d) receives the benefits from one of the two (2) options outlined below, and this, at the conditions specified therein:

- a) a leave without pay of no more than fifty-two (52) continuous weeks starting at the moment which the employee decides and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after the child was placed in the employee's care;
- b) a leave or a partial leave without pay of a maximum duration of two (2) years, leave which immediately follows the maternity leave, the paternity leave or the leave for adoption or the adoption.

The employee may modify his choice for the period beyond the fifty-second (52nd) week of his leave as long as he submits a written notice to the Employer thirty (30) days before the end of his fifty-second (52nd) week of leave.

The part time employee is also entitled to a partial leave without pay. However, all other provisions of the collective agreement, related to the determination of a number of hours worked, remain applicable.

In the case of a partial leave without pay, the request must indicate the arrangement of such leave. In the case of disagreement with the Employer as to the number of days, the employee has the right to a maximum of two and one half (2 ½) days per week or the equivalent. Failing agreement on the distribution of these days the Employer determines the work schedule.

The employee may avail himself of the above mentioned leave at any time within the two (2) years following the birth or the adoption of his child, but the end of the leave cannot be beyond the limit set at two (2) years from the birth or the adoption.

To benefit from either one of the leaves provided above, the request must state the expected date of return to work.

26.32 During the leave without pay, the employee accumulates his seniority and maintains his experience. Also, he accumulates his experience for the purpose of step advances, up to the first fifty-two (52) weeks of his leave.

He may continue to participate to any insurance plans he is entitled to, by so asking at the beginning of his leave and by paying, with a post dated cheque, his share of the premiums for the first fifty-two (52) weeks of his leave and after by paying the entire cost and the taxes on this amount, all of it subject to the clauses and stipulations of the

group insurance plan in effect. However, the Employer and the employee may agree on different means of reimbursement.
During his leave without pay, the employee may maintain her/his contribution to the pension plan (RRSP), according to the provisions of the plan.

During a partial leave without pay, the employee accumulates his seniority on the same basis as before the leave and, for the proportion of hours worked, is governed by the provisions applicable to part time employees.

- 26.33** An employee may take his accumulated or deferred annual vacation immediately prior to his leave without pay or partial leave without pay provided there is no interruption with her maternity leave, his paternity leave, or adoption leave, whichever the case.
- 26.34** The employee who wishes to end her/his leave without pay before the anticipated date must give a written notice of her/his intentions at least twenty-one (21) days prior to his return to work.

Section IX Return to work

- 26.35** Four (4) weeks before the expiration of a maternity leave, a paternity leave, an adoption leave or a parental leave, the Employee must send employer a notice indicating the date on which he will be returning to work.

The employee who does not send such a notice must return to work upon expiration of his leave unless the leave has been extended as provided for in the present article.

An employee who fails to return to work on the date provided in his initial notice is considered as having resigned as of said date.

- 26.36** Upon the return of an employee from any leaves provided for in the present article, the employee returns to his position.

In the event that her or his position has been abolished or that he has been displaced, the employee is entitled to all the rights and privileges he would have benefited from if he had been at work.

ARTICLE 27 DEFERRED SALARY LEAVE

- 27.01** a) An employee who holds a permanent position and who has completed three (3) years of seniority may request a deferred salary leave.
- b) A maximum of two (2) employees, not more than one (1) employee per village, may be absent from work on deferred salary leave at the same time. In all cases, priority is given to Inuk employees. The parties may agree to increase the

maximum number of employees who may take a deferred salary leave at the same time.

- c) An employee cannot apply for another deferred salary leave unless two (2) years have elapsed from the date of his return to work from a prior leave or the termination date of his last contract.
- d) The granting of a deferred salary leave will be subject to the ability of the respective village to accommodate such a leave. However, the granting of a leave will only be withheld for serious reasons. If more than one (1) employee requests a leave for the same period, the employee with the most seniority will be given priority
- e) The duration of a deferred salary leave may vary from six (6) months to twelve (12) months. The employee may chose to defer his salary for a period of two (2), three (3), four (4), or five (5) years.

An employee who benefits from a deferred salary leave must return to work for a period at least equal to that of the leave. Upon his return, if the position the employee occupied at the beginning of his leave has been abolished or if he has been displaced, the employee has the same rights that he would have, had he remained at work.

- f) To participate in the Deferred Salary Leave Plan (DSLPP), an employee must apply in writing to the Human Resource Office with a copy to the Union. A request for deferred salary leave must be submitted at least ninety (90) days before the date the employee's participation in the DSLPP is to begin.
- g) Approval or refusal of a deferred salary leave will be provided within thirty (30) days of the reception of the employee's application. Should the request for leave be denied, the Employer will indicate the reasons motivating the refusal in writing to the employee, with a copy to the Union.
- h) The employee may pay his group insurance premiums and RRSP contribution before his leave period. The employee must confirm his decision in writing at the time of signing of his contract and pay the amounts determined by the employer in order to cover said premiums or contributions. Any readjustments due to amounts owed by the employee or to amounts overpaid by the employee are made as soon as possible, but at latest on the last four (4) pay periods before the date the employee is scheduled to begin his leave.
- i) The duration of the leave and the percentage of salary (as defined in the contract) paid while participating in the plan is as follows:

| DURATION OF THE LEAVE | DURATION OF THE PARTICIPATION IN THE PLAN (CONTRACT) | | | |
|-----------------------|--|---------|---------|---------|
| | 2 years | 3 years | 4 years | 5 years |
| 6 months | 75.00% | 83.33% | 87.50% | 90.00% |
| 7 months | 70.80% | 80.56% | 85.42% | 88.33% |
| 8 months | 66.67% | 77.78% | 83.33% | 86.67% |
| 9 months | | 75.00% | 81.25% | 85.00% |
| 10 months | | 72.22% | 79.15% | 83.33% |
| 11 months | | 69.44% | 77.08% | 81.67% |
| 12 months | | 66.67% | 75.00% | 80.00% |

The deferred salary leave may be taken during the last year of the employee's participation in the plan and after all the monies have been accumulated according to the provisions of the employee's contract.

- j) During his leave, the employee accumulates his seniority and may continue to be covered by the insurance and the pension plan, provided that he pays the entire cost of the premiums or contributions. The employee is not eligible for other advantages conferred to permanent employees who are at work.
- k) The employee may put an end to his participation in the Plan by giving at least sixty (60) days written notice to the Human Resources Office.

ARTICLE 28 TRAVEL EXPENSES

28.01 General provisions

- a) The reimbursement of travel expenses is intended to compensate the expenses incurred by an employee when he is obligated to travel in the execution of his duties. The Employer and the employees will strive for cost effectiveness when planning business travel. Employees will use reasonable diligence in order to verify the accuracy of any charge vouchers they sign. Personal expenses will not be authorized or reimbursed by the Employer.
- b) Such travel expenses will be paid in advance if so requested by the employee, at least ten (10) working days in advance. A maximum of fifty percent (50%) of the cost of meals for the days travelled will be paid as an advance. Final adjustments will be made accordingly when the employee submits a revised travel expenses form, or within fifteen (15) working days of the employee's return, at which time, any amounts owing will be deducted from the employee's pay cheque.

28.02 General principles

- a) Except for special situations where the employee does not have the choice to incur them, all work-related travel expenses must be previously identified and approved by the employee's immediate supervisor.
- b) To be reimbursed the employee must claim his travel expenses on the appropriate forms which must be signed by his immediate supervisor and accompanied by the pertinent vouchers. The claim is submitted within fourteen (14) days of the return to the office unless special circumstances justify a longer delay.
- c) An employee must obtain written authorization and notify the Chief in advance for all personal expenses charged to the Employer. All personal expenses must be reimbursed within thirty (30) days after they have been incurred. If they are not reimbursed within that delay, then the Employer may withhold the corresponding amount on the employee's pay.
- d) Notwithstanding paragraph 28.02 c), the Employer may deduct the amount owed from any monetary bank accrued in favour of the employee, excluding regular salary. If the amount in such bank is insufficient, the Employer will proceed as provided for in clause 17.06.

28.03 Description of allowances

a) Transportation

The cost of transportation is considered as follows:

- i. Public carrier: as identified and authorized by the Employer.
- ii. Chartered aircraft: when specifically authorized by the Employer.
- iii. Rented vehicles (cars, snowmobiles, boats): where this is the most reasonable or economical means of travel. When renting vehicles, employees are to ensure that the rental charge includes an item for insurance coverage (same coverage that the KRG requires from regular lessors) for damages to the vehicle and that there is insurance against all liability.
- iv. Privately owned vehicle (car, snowmobile, boat):
 - 1) A privately owned vehicle may be used, with prior approval of the Chief or of a Management employee, as is applicable, when because of the additional time or costs involved, commercial transportation is more costly or less practical. For such use, the Employer shall not incur any liability.
 - 2) An allowance of forty-three cents (0,43 \$) per kilometre for travel South of the 55th parallel and an allowance of fifty-two cents (0,52 \$) per kilometre for travel North of the 55th parallel. These amounts are revised annually as provided for under the *Directive sur les frais remboursables lors d'un*

déplacement et autres frais inhérents du Conseil du trésor (CT 194603 of March 30, 2000 and modifications). A copy of revised amounts are sent to the Union.

v. Taxi:

1) Taxis are authorised for repeated trips between the same place where no convenient public transportation is available or when renting a car would be more costly.

2) Entitlements:

North of the 55th parallel: From point of departure to airport: normal commercial rate with receipt.

South of the 55th parallel: Normal commercial rate - Maximum of \$50.00 per day with receipts.

b) Accommodation - lodging

The cost of accommodation for lodging is considered as follows:

i. Commercial accommodation:

As per the corporate rate agreed to between the Employer and a commercial accommodation supplier. The use of such a commercial supplier will be prioritized unless, and with the prior approval of the Chief, it is not practical or otherwise more expensive than to use other commercial accommodation suppliers, with whom the Employer has not yet agreed to corporate rates. In this case the entitlements are :

Travel not exceeding seven (7) calendar days:

South of the 55th parallel: Maximum one hundred and forty dollars (\$140) per day including taxes.

North of the 55th parallel: The amount paid will be reimbursed upon presentation of the receipt.

Commercial accommodation expenses must be accompanied by receipts

Accommodation exceeding seven (7) calendar days:

Unless unavailable, appropriate arrangements will be made for suitable rental accommodation at weekly or monthly rates. This must be arranged prior to the start of the period of travel.

ii. Non-commercial accommodation:

If travel status is for seven (7) days or less, when an employee makes private arrangements for overnight accommodations, he may claim that a maximum of eighty (\$80.00) per night north of the 55th parallel and forty (\$40.00) south of 55th parallel, be paid by the Employer to the individual the employee stayed with. The employee must complete a Travel Expense Form indicating the name and address of the said individual as 'other payee'.

If travel status is for more than seven (7) days, then the parties will try to arrange the accommodation so that cost effectiveness be attained. In this case, the employee is expected to look, and the Employer could arrange, for suitable rental accommodation at a weekly or a monthly rate that would be more economical. These arrangements must be made prior to the beginning of the period of travel or shortly after the employee's arrival. At no time will the allocation exceed the above mentioned daily rates.

The expression "private accommodations" does not include the employee's home.

(iii) Accommodations provided by the Employer

The employer may provide temporary accommodations for an employee during a business trip. In such a case, the employee is not entitled to an accommodation allowance.

c) Meals and Incidental expenses

Expenses claimed under this heading are for the cost of meals consumed and for such incidental expenses as tips to service personnel, etc.

- i. A per diem rate up to a maximum of eighty dollars (\$80.00) may be claimed for travel North of the 55th parallel, and sixty-five dollars (\$65.00) for travel South of the 55th parallel.

In the event an employee travels for a part of a day only, the following amounts may be claimed:

| Meals * | North of the 55 th parallel | South of the 55 th parallel |
|-------------|--|--|
| Breakfast | \$14.00 | \$ 12.00 |
| Lunch | \$21.00 | \$ 18.00 |
| Dinner | \$ 30.00 | \$ 25.00 |
| Incidentals | \$ 15.00 | \$ 10.00 |

If meals are provided as part of the cost of transportation or otherwise paid by the Employer, they cannot be claimed by the employee.

- ii. Where the return trip is made in one day, the amount claimable shall be on the basis of meals only.
 - iii. However, when a trip North of the 55th parallel is scheduled two (2) weeks in advance and is of seven (7) day duration or more, the maximum per diem is of eighty dollars (80.00\$) for the first seven (7) days of travel and of sixty-five dollars (\$65.00) per day or four hundred and fifty-five dollars (\$455.00) per week as of the eighth day of travel.
- d) The temporary replacement employee residing at his place of assignment is not entitled to the application of this clause. For the purpose of this clause, the temporary replacement employee's place of assignment is the location of his first point of assignment following his hiring.

***Note:**

Breakfast entitlement is considered if the travel starts or the public carrier check-in time is before 7:30 a.m. or if the trip ends after 8:00 a.m.

Lunch entitlement is considered if the travel starts or the public carrier check-in time is before 11:30 a.m. or if the trip ends after 1:00 p.m.

Dinner entitlement is considered if the travel starts or the public carrier check-in time is before 4:30 p.m. or if the trip ends after 7:00 p.m.

28.04 Vacation taken during business travel

- a) An employee who is authorised to take four (4) days of vacation or more while travelling on business must pay all of his expenses for each of these days. Also, when at the Employer's request, an employee accepts to work four (4) days or more during his annual vacation, the Employer will reimburse the employee for all of his expenses for each day worked.
- b) In case of money owed to the Employer by virtue of paragraph 28.04 a), the Employer may deduct the amount owed from any monetary bank accrued in favour of the employee, excluding regular salary. If the amount in such bank is insufficient, the Employer will proceed as provided for in clause 17.06 to recoup the amounts owed.

28.05 Responsibility

An employee travelling for business who, because of his own negligence, does not perform his duties will be personally responsible for all additional cost.

ARTICLE 29 NORTHERN BENEFITS ENTITLEMENT

29.01 General principle

An employee whose permanent place of residence is North of the 55th parallel is entitled to receive Northern benefits, subject to his status.

29.02 Minimum entitlement

An employee is entitled to receive at least the Northern benefits allocated to an employee without dependants.

29.03 Employee with dependants

An employee with dependants is entitled to the Northern benefits allocated to an employee without dependants, as well as to benefits for his spouse and eligible dependants, as described below.

29.04 Non duplication of Northern benefits

An employee may not receive Northern benefits as described in articles 30 and 31 for his spouse and/or dependants when his spouse and/or dependants receive similar benefits from their employer. Depending on the nature of the benefit, paragraphs a) or b) apply.

- a) In the case of the Northern benefits provided for under article 31 Annual Leave Trip (ALT), when establishing the ALT maximum entitlement value for the employee and his dependants at the beginning of a calendar year, the Employer will take into account any such trip entitlement granted to the employee's spouse and/or dependant by his respective employer.

The employee's ALT maximum entitlement value is then reduced by the dollar value of any entitlement granted to the employee's spouse or dependants by his respective employer.

- b) In the case of all other Northern benefits, should the employee's spouse or dependants receive the same or a similar Northern benefit from his respective employer, the employee's benefit entitlement for said spouse or dependants is reduced accordingly.

29.05 Dependant status

- a) Upon hiring the employee completes and signs a Dependant Status Form providing all necessary information related to his dependants. The employee is responsible for informing the Employer of any changes related to his dependants.

When the employee submits a new change in status form, his status will be changed retroactively. This retroactivity is applicable for a maximum period of six (6) months.

When a change is made in an employee's dependant's status following a request for clarification by the employer, this change is retroactive for a maximum period of six (6) months from the date of the employer's request.

- b) When an employee decides to displace one or all of his dependants south of the 55th parallel on a permanent basis and for a period of three (3) consecutive months or more, his Northern benefits entitlement will be reduced accordingly. This paragraph does not apply when the employee's dependant is enrolled in a vocational program that is not offered in Nunavik or is attending a recognised College or University.
- c) When an employee decides to displace one or all of his dependants south of the 55th parallel, on a temporary basis, for a maximum period of three (3) consecutive months and no more than once a year, or as a result of a maternity or of a sick leave, the employee is still considered as an employee with dependants.
- d) When an employee decides to move to his place of work without her/his family for an undetermined period, he will be entitled to the cost of living differential allowance, the food allowance, the annual leave trips and relocation allowance for an employee without dependants. His status will be changed upon arrival of his family.

ARTICLE 30 NORTHERN BENEFITS: ALLOWANCES

30.01 Cost of living differential allowance

The employee residing North of the 55th parallel or working South of the 55th parallel while retaining his residence North of the 55th parallel, will receive, on a pro rata basis of his expected service during the reference year from January 1st to December 31st, an annual cost of living differential allowance based on the sector where he resides that is determined as follows:

| SECTOR | VILLAGES |
|---------------|---|
| 1 | Kuujuaq and Kuujuarapik |
| 2 | Inukjuak, Puvurnituk and Umiujaq |
| 3 | Akulivik, Ivujivik, Salluit, Kangiqsujuaq, Quaqtak, Kangirsuk, Aupaluk, Tasiujaq, Kangiqsualujuaq |

| | | Date of signature collective agreement |
|-----------------|--------------------|--|
| Sector 1 | without dependants | \$8 500,40 |
| | with dependants | \$13 599,28\$ |
| Sector 2 | without dependants | \$10 032,91 |
| | with dependants | \$17684,06 |
| Sector 3 | without dependants | \$11 833,71 |
| | with dependants | \$20 861,62 |

These annual amounts are converted into an hourly rate and are paid on the basis of every hour paid, except for hours paid as overtime.

Following the date of signature of this collective agreement, the amounts of the cost of living allowance appearing above are increased on the same date and by a percentage equivalent to the increases applied to the cost of living allowance amounts in all other collective agreements applicable to the unionised employees of the Kativik Regional Government. However, an increase or change to the above cost of living amounts applicable on a date that falls before the date of the signature of this collective agreement is not retroactive.

30.02 Relocation allowance

a) Entitlement

When an employee is recruited or reassigned to a position after a lay-off or a transfer, either at his request or at the request of the Employer, or when an employee is dismissed or has resigned after his probation period (or if the move occurs within one month following this date), and providing that the employee is relocated to a distance greater than fifty (50) kilometres from his point of origin the Employer will pay the following expenses:

- i) the airfare for the employee and his dependent(s) if any;
- ii) The cost of the transportation or of delivery of his personal belongings and those of his dependants from the airport of the employee's point of origin to the airport of his point of assignment.

The Employer will pay up to the following weights:

- 455 kilograms for the employee
- 227 kilograms for each of the employee's dependants

- iii) **The insurance coverage** for the transportation of the employee's personal belongings, up to a maximum value of fifteen thousand dollars (15 000, 00 \$). Additional insurance coverage will be charged to the employee, at the rate paid by the Employer.

Except for dangerous goods, there is no restriction on what the employee may transport within the above weight limit. Dangerous goods are the entire responsibility of the employee.

- iv) Upon presentation of the pertinent vouchers, an amount of one hundred dollars (100 \$) plus applicable taxes, for **excess baggage**, is allocated to the employee in the case of his relocation to his place of work. This amount is not cashable.

b) Unused relocation allowance

- i) The employee who does not use all the relocation allowance that he was allocated by virtue of paragraph 29.02 a) is entitled to use the unused portion of said allowance for a period of up to six (6) months.
 - ii) The employee may also use any unused allowance to transport personal belongings through sea lift during the season following his relocation. In such a case, the Employer will pay the transportation costs, up to the value of the unused kilograms multiplied by the cargo rate applicable on the date of the employee's relocation.
- c) The employee who pays for the shipping of his personal belongings to his place of work will be reimbursed for these expenses, up to the amounts allotted by virtue of paragraph 30.02 a), upon presentation of the pertinent vouchers. This reimbursement is applicable provided that these expenses are not reimbursed by another organisation or plan.
- d) When an employee who is relocated at his request resigns from his position within twelve (12) months of the date of his relocation, he must reimburse the Employer for relocation expenses. This reimbursement is prorated to the number of months remaining in the twelve (12) month period.

30.03 Food allowance

- a) An employee residing North of the 55th parallel receives, on a pro rata basis of her/his expected service during the reference year starting January 1st to December 31st, a yearly food allowance, in dollars, based on the following weights:
 - Employee without dependants: 727 kilograms
 - Employee and her/his spouse or first dependant: 1091 kilograms

- For each additional child other than the child considered as the first dependant: 200 kilograms per child.
- b) The value of the Annual Food Allowance (AFA) is established using the following method of calculation:
- Step 1: The Total Cost of Food Cargo (TCFC) is established as follows:
The dollar value of the public airline food or general cargo rate, as is applicable for the specific Northern Village, multiplied by the number of kilograms defined above;
- Step 2: Each item in the grocery cart used by Statistics Canada to define the annual cost of living increase is sorted according to the level of subsidy provided for in the Nutrition North program. Levels of subsidy are L1 (fully subsidised), L2 (Partially subsidised) and NS (no subsidy). The total weight of the items of the grocery cart for each level of subsidy is then divided by the weight of the total grocery cart. The results are converted into a percentage for L1, L2 and NS;
- Step 3: The dollar value of the subsidy applicable for the current year for each level of subsidy (L1 and L2) as determined by the Nutrition North program for each Northern Village is available at www.nutritionnordcanada.ca.
- The dollar value of the subsidy for L1 is multiplied by the percentage for L1 determined in Step 2 and then by the total number of kilograms as defined in paragraph a).
- The dollar value of the subsidy for L2 is multiplied by the percentage for L2 determined in Step 2 and then by the total number of kilograms as defined in paragraph a);
- Step 4: The dollar value of the Annual Food Allowance is determined as follows:
The dollar amount of the TCFC determined in Step 1 - (minus) the sum of the dollar amounts for the subsidies determined in Step 3.
- c) Should this annual food allowance be lower than that currently being paid to the employee as of the date of signature of the collective agreement, the employee's current rate will be maintained until the applicable annual food allowance reaches the employee's rate or until the employee's dependant situation changes and thus changing her/his applicable rate to be equal or lower than the annual food allowance.
- d) This annual amount is converted into an hourly rate and is paid on the basis of every hour paid, except the hours paid in overtime.

30.04 Lodging

The employer will provide lodging for the employee and his dependants, as is applicable.

- a) Transit: This type of lodging includes the following: refrigerator, stove with oven, dishes, utensils, colour television, appropriate furniture, beds,

mattresses, washer and dryer. No rent is charged to the employee for this type of lodging.

- b) Private lodging: This type of lodging includes the following: refrigerator, stove with oven, appropriate furniture, beds, mattresses, washer and dryer. Rent is charged to the employee for this type of lodging.

30.05 Transportation of mortal remains

When an employee, his spouse or one of his dependents dies, the cost of returning the mortal remains to the employee's point of origin is paid by the Employer.

- 30.06** When an employee is on leave for a period of three (3) months or more and the Employer requires her/his transit lodging for another employee, the Employer pays the cost of transportation or of delivery of the employee's personal effects to the airport of the employee's point of origin as per the entitlements detailed in paragraphs 30.02 a) ii, iii and iv.

ARTICLE 31 NORTHERN BENEFITS: ANNUAL LEAVE TRIPS

31.01 Maximum yearly entitlement value

- a) The maximum round trip entitlement value per calendar year for an employee with several dependants is equivalent to eight (8) trips.
- b) The maximum round trip entitlement value per calendar year for an employee with one (1) dependant is equivalent to six (6) trips.
- c) The maximum round trip entitlement value per person per calendar year is equivalent to three (3) trips.
- d) Exceptionally, one (1) additional trip for justified reasons as described in clause 5.23 may be granted to the employee and any of his eligible dependants, at any time of year, within the limits of the employee's annual leave trip (ALT) maximum entitlement value and providing the additional trip receives the approval of the Chief.
- e) An employee and each of his eligible dependants may take three (3) round trips, without exceeding the ALT maximum entitlement value of the employee.
- f) An employee may use a maximum of two (2) ALTs for one of her/his children who is a minor or who is under twenty five (25) years of age and is a full-time student, his spouse or his dependant, living in a location other than the employee's place of work. The cost of said trip will be deducted from the employee's ALT maximum entitlement value.

31.02 Acquisition of the ALT entitlement

- a) The ALT entitlement earned by an employee is prorated to the number of months that he has worked or to the number of months since the employee's dependant status has changed. In the case of a part time employee, the ALT entitlement is prorated to the number of hours provided for in the employee's work schedule.
- b) A month is calculated as a full month when an employee is hired between the first and the fifteenth day of the month or when an employee stops working between the sixteenth and the last day of a month. When the employee's family situation changes in the course of a year and such a change occurs between the first and the fifteenth day of a month the modification will be applied for the entire month.
- c) An ALT entitlement is vested to an employee and his dependant(s) when it has been earned or when the entitlement will be earned within the following three (3) months and prior to the end of the year.

31.03 Restrictions

An employee may not:

- a) Transfer any unused portion of his ALT entitlement from one calendar year to another.
- b) Convert into cash any unused ALT entitlement or portion of an ALT entitlement.
- c) When, within a calendar year, an employee or any of his dependants has used his earned ALT entitlement, such that, before the end of that year, there remains at least the value of one half (0.5) of an ALT, exceptionally, the Employer will consider that the residual fraction of an ALT is equivalent to one (1) ALT entitlement. In such a case, the employee may benefit from that trip within that calendar year providing that the maximum annual value of the entitlement and the number of trips for said year are not exceeded.

31.04 Maximum ALT Value

- a) Subject to the rules defining the earning of the ALT entitlement, the employee's maximum value of the ALT entitlement is based on:
 - the cost of the ticket, at the Employer's contract airfare rate, when available;
 - or
 - the regular airfare between the place of work and the point of origin of the employee.

This amount is calculated once a year on January 1 or:

- on the date of hiring of the employee, if the employee is hired after January 1;
- on the date when a change occurs in the family dependants after January 1;
- when the employee's status changes during the year.

The value of the ALT entitlement does not constitute a taxable benefit for a given year for the employee until the employee claims a reimbursable ALT expense.

- b) The maximum value of the ALT entitlement is adjusted at any time during the year when there is a change in the airfare of any of the applicable airlines. The maximum value of the ALT entitlement is modified as of the month in which said change took place. If the change occurs between the first and the fifteenth day of the month, the modification will be applied to the entire month.
- c) The regular airfare cost is used for the reimbursement of gasoline costs. However the employer's contract airfare price is used for any airline ticket reimbursement.

31.05 ALT request

A request to use an ALT must be submitted in writing or by email.

The request must be approved by the employee's immediate supervisor before the Employer purchases the airline ticket. A trip for justified reasons must be identified as such on the request before approval by the Employer.

31.06 General rules of ALT use

- a) Unless otherwise specifically provided for, each time a ticket is purchased from an airline by the Employer as an ALT or is reimbursed to the employee by the Employer, said ticket will be considered as one (1) round trip. The cost of such a ticket will be deducted from the employee's maximum ALT entitlement value. For calculation purposes, a one (1) way ticket is calculated as one half (1/2) of one (1) trip.
- b) During a given year, an employee may refund a trip that has been deducted from his ALT entitlement in order to charge the employer another trip within the same year.

However, an employee is responsible for any amounts incurred over and above his accrued ALT entitlement value. In such a case, the employee must make

arrangements to reimburse the amount owed to the Employer over a maximum period of twelve (12) months.

- c) A trip initiated on December 15 (departure) and ending on January of the next year (return) is deducted from the ALT entitlement of the year within which it was initiated.
- d) A trip purchased in a year and used in the following year will be deducted from the ALT entitlement of the year within which the trip is taken.
- e) An employee who takes a minimum of four (4) days of vacation while travelling on business or training for the Employer, must reimburse fifty percent (50%) of the value of the airfare cost for the business trip, up to a maximum of fifty percent (50%) of a round trip to his point of origin.

In such a case, the employee may:

- Reimburse the employer upon return from his trip;
 - Deduct fifty percent (50%) of the value of a trip, from his ALT entitlement, if such a trip is vested to the employee.
- f) An employee who works at least four (4) days while he is on vacation at the request of a Management employee, is compensated for fifty percent (50%) of the cost of the airfare of the trip.

The Employer will then credit the ALT entitlement of the employee for fifty percent (50%) of the value of an ALT, providing that adding such an amount does not exceed the employee's ALT maximum entitlement value.

31.07 Flight to a destination other than the point of origin

- a) An employee may use his ALT entitlement in order to travel from his place of work to a destination other than his point of origin, but never further than his point of origin providing that:
 - The employee's destination is within Nunavik or Iqualuit;
 - The employee uses a Nunavik owned air carrier.
- b) A flight from the employee's place of work used to bring the employee and his dependant(s) to a destination other than the employee's point of origin and the return flight to the employee's place of work will be considered as a one (1) way trip.

31.08 Travel by charter

- a) The Employer will issue a travel warrant for an amount equivalent to the value of one (1) ALT. If the charter trip cost exceeds the value of one (1) ALT, the employer will issue a travel warrant for an amount equivalent to the value of one (1) ALT for the employee and one (1) or more ALT for the employee's dependants travelling on the chartered plane, when said entitlement is accumulated.
- b) The Employee who wishes to travel by charter is responsible for the reservation of said charter with the airline and must submit a copy of the quotation from the airline and the list of passengers travelling with him. Following the trip, the employee will submit a copy of the passenger manifest issued by the carrier.

31.09 ALT reimbursement

- a) The employer will reimburse the employee who has paid for a trip upon presentation of the following supporting documents:
 - An Expense Claim Form signed by the immediate supervisor or the Chief, as is applicable.
 - The Travel warrant signed by the immediate supervisor or the Chief, as is applicable.
 - A copy of the ticket or a proof that the trip was paid for by the employee.
 - Pertinent documents proving that the trip was completed.

A request for reimbursement must be submitted on or before January 15th of the following year. The value of this trip is then deducted from the employee's ALT entitlement.

b) Reimbursement of a charter flight

- i. In the case of the reimbursement of a charter flight the following additional rules apply:
 - When the number of passengers is less than four (4) people the Employer will reimburse a maximum value of one (1) ALT, as long as said value has been accumulated by the employee ;
 - When the number of passengers is of four (4) people or more and the employee and his dependants account for fifty percent (50%) or more of the number of passengers appearing on the passenger manifest of the charter flight, the Employer will reimburse the full price of the charter flight up to the maximum of the ALT entitlement that the employee has accumulated;
 - When the number of passengers is four (4) people or more and the employee and his dependants account for less than fifty percent (50%) of the number of passengers appearing on the passenger manifest of the charter flight, the Employer will reimburse as per the following

formula, up to the full ALT entitlement that the employee has accumulated:

Reimbursement = TOTAL NUMBER OF PASSENGERS - (Number of passengers - employee and his dependants *divided by* Total number of passengers on charter passenger manifest) *multiplied by* two (2) *multiplied by* (Full cost of the chartered flight)

- ii. If the cost of the charter exceeds the value of one (1) ALT, the employee has the option of paying the balance or using additional annual leave trips, when they are accumulated.
- c) The employer will not pay or reimburse any expenses other than the cost of the airfare.

31.10 Unused airline ticket

- a) Any unused airline ticket which has been deducted from the employee's ALT maximum entitlement must be submitted to the Travel Services. Travel services will return the ticket to the travel agency or to the airline and request a refund. Travel services will inform the Finance Department.
- b) Thirty (30) days following the date on which all of the necessary documentation was submitted to Travel services, the employee's ALT maximum entitlement will be credited for said trip. If there is a penalty fee, this fee will be deducted from the employee's ALT maximum entitlement.

31.11 Gasoline allowance

At any time during the year, an employee may decide to convert the value of one (1) ALT, either for himself or for one (1) of his dependents, into a gasoline allowance of equal dollar value. The employee must inform his immediate supervisor of such a request.

31.12 Reimbursement procedure

- a) To receive the reimbursement of a gasoline purchase, the employee must submit an expense claim to his immediate supervisor for approval. This expense claim must be accompanied by his gasoline receipts or any other pertinent document proving that gasoline has been paid for by the employee. The supervisor will submit the employee's expense claim to the Finance Department for payment.
- b) In order to be eligible for reimbursement with a gasoline allowance, the gasoline may be purchased at any time during the year. However, the reimbursements will be paid four (4) times a year.

The dates for payment of gasoline allowance reimbursements will be determined yearly by the Finance Department. These dates will be no more than four (4) months or no less than two (2) months apart.

The first reimbursement of the allowance each year will be made in time to allow any information concerning gasoline purchased since the last reimbursement in the previous year to be included on T4 and Relevé 1 statements for the previous year.

A request for reimbursement must be submitted on or before January 15th of the following year.

The last reimbursement of each year will be made no later than November 15. The Finance Department will set reasonable deadlines for receiving expense claims for a gasoline allowance reimbursement and will ensure that the reimbursement is paid within ten (10) working days.

c) To be considered as an eligible expense:

- The gasoline must be purchased in a Northern village.
- All supporting credit card, charge account or cash receipts must include the name of the employee or one of his dependants.
- The total annual gasoline allowance payable will be deducted from the employee's ALT entitlement. The gasoline allowance will be considered as taxable income and will not be eligible for any tax credit or deduction.

ARTICLE 32 APPENDICES AND LETTERS OF AGREEMENT

32.01 Any amendment to this collective agreement will be filed under section 72 of the *Labour Code*.

32.02 Appendices and letters of agreement form an integral part of the collective agreement.

ARTICLE 33 DURATION OF THE COLLECTIVE AGREEMENT AND RETROACTIVITY

33.01 This collective agreement comes into effect on January 1st 2017 and will remain in effect until December 31st, 2017.

33.02 The collective agreement will remain in effect until the signing of a new collective agreement.

33.03 Clause 17.01 applies retroactively to an employee who is employed by the Employer on the date of signature of this collective agreement as well as to an employee who was employed by the Employer on July 1st 2015 and who had accumulated at least three (3) years of seniority on the date that he left the employ of the Employer.


Any retroactive amounts due to an employee subsequent to the application of clause 17.01 are paid within sixty (60) days of the signature of this collective agreement.

IN WITNESS THEREOF, THE PARTIES HAVE SIGNED IN KUUJJUAQ ON MAY 25, 2017

KATIVIK REGIONAL GOVERNMENT

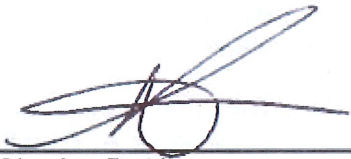


Jennifer Munick,
Chairperson



Ina Gordon,
Corporate Secretary

NUNAVIK POLICE ASSOCIATION



Charles Boulianne
President



Bradley Knopp
Vice-president

APPENDIX A- UNIFORMS AND EQUIPMENT

APPENDIX A1- CLOTHING AND EQUIPMENT COVERED BY THE POINTS SYSTEM

| DESCRIPTION | COST/POINTS |
|--------------------------------------|-------------|
| Parka ¹ | 700 |
| Goretex jacket (Shell) ² | 305 |
| Polar Fleece ling - Jacket | 108 |
| Uniform shirt - long sleeved | 33 |
| Uniform shirt - short sleeved | 31 |
| Mock neck shirt | 22 |
| T-shirt | 13 |
| Wool sweater | 85 |
| Cargo pants | 52 |
| Winter pants (lined) | 100 |
| Black boots | 120 |
| Work gloves – regular | 41 |
| Work gloves – winter | 33 |
| Baseball cap | 11 |
| Tuque | 15 |
| Travel bag (with POLICE inscription) | 60 |
| Notepad - metal | 40 |
| Flashlight with holder | 75 |
| Multi-tool with holder | 75 |
| Earpiece for radio with microphone | 125 |
| Exterior shell bullet-proof vest | TBD |

¹ Payable over four (4) consecutive years

² Payable over two (2) consecutive years

APPENDIX A2 - CLOTHING AND EQUIPMENT NOT COVERED BY THE POINTS SYSTEM

| DESCRIPTION | REPLACEMENT |
|------------------------------|--|
| Badge wallet | As needed |
| ID card | As needed |
| Badge | N/A |
| Oath (paper) | N/A |
| Name tag | N/A |
| ID card | N/A |
| Bullet-proof vest (interior) | Every five (5) years (Expiry or certification date) |
| Duty belt – (Interior) | As needed |
| Duty belt – (Exterior) | As needed |
| Glock 17 Pistol | N/A |
| Ammunition | As needed |
| Safety case (pistol) | As needed |
| Holster (pistol) | N/A |
| Holster -ammunition | As needed |
| Handcuffs | As needed |
| Handcuff case | As needed |
| Key handcuffs | As needed |
| OC spray canister | As needed |
| Case OC spray canister | As needed |
| Telescopic baton | As needed |
| Holder baton | As needed |
| Pouch Latex Gloves | As needed |
| Radio | As needed |
| Radio holder | As needed |
| Earpiece - radio | As needed |
| Note pad | As needed |
| Belt loops (Package of 4) | As needed |

APPENDIX B – SENIORITY LIST AS OF MARCH 2, 2017

| Name | Seniority Date | Rank | Status |
|----------------------------|--------------------|-----------|---------|
| Boulianne, Charles | May 12, 1994 | Sergeant | Regular |
| Sangoya, Timothy | December 12, 1998 | Constable | Regular |
| Lafleur, Jean Mathieu | April 29, 2002 | Sergeant | Regular |
| Barnaby, Kenneth | July 19, 2004 | Sergeant | Regular |
| Snowball, Sammy | February 3, 2007 | Sergeant | Regular |
| Gamache, Sean-Anthony | March 20, 2007 | Constable | Regular |
| Lundie, Mark | September 4, 2006 | Constable | Regular |
| Mask, Craig | August 6, 2007 | Sergeant | Regular |
| Filteau, Michael | August 28, 2007 | Sergeant | Regular |
| Turle, Paul | February 10, 2008 | Constable | Regular |
| Knopp, Bradley | May 7, 2008 | Constable | Regular |
| Pelletier, Jean-Francois | October 9, 2008 | Constable | Regular |
| Croteau, Rick | May 22, 2009 | Constable | Regular |
| Perrier, Danick | August 15, 2009 | Constable | Regular |
| Longstreet, Shaun | October 28, 2009 | Sergeant | Regular |
| Chiasson, Frantz | February 18, 2010 | Sergeant | Regular |
| Ketchum, Nicholas | January 12, 2009 | Constable | Regular |
| Lavoie-Gauthier, Joannie | November 20, 2012 | Constable | Regular |
| Dion-Sinotte, Maxime | November 21, 2012 | Constable | Regular |
| Mercier, David | March 20, 2013 | Constable | Regular |
| Faucher-Pothier, Guillaume | April 18, 2013 | Constable | Regular |
| Perron, Thomas | April 26, 2013 | Constable | Regular |
| Thibodeau-Dion, Maxime | May 3, 2013 | Constable | Regular |
| Vallee, Maxime | April 7, 2014 | Constable | Regular |
| Caron, Gabriel | May 2, 2014 | Constable | Regular |
| Dion, Marc-Andre | May 2, 2014 | Constable | Regular |
| Mercier, Maxime | July 21, 2014 | Constable | Regular |
| Duclos, Marc-Olivier | August 9, 2014 | Constable | Regular |
| Miclette-Cordeau, Kevin | September 14, 2014 | Constable | Regular |
| Filion, Alexandre | October 1, 2014 | Constable | Regular |
| Lecuyer, Andreanne | October 16, 2014 | Constable | Regular |
| Perreault, Elizabeth | March 20, 2015 | Constable | Regular |
| Martel, Renaud | May 4, 2015 | Constable | Regular |
| Johnson, Matthew | May 12, 2015 | Constable | Regular |
| Huot, Maxime | May 22, 2015 | Constable | Regular |

| Name | Seniority Date | Rank | Status |
|--------------------------------|-----------------------|-------------|---------------|
| Mondoux, Jean-Francois | August 18, 2015 | Constable | Regular |
| Quevillon, Jeremie | November 17, 2015 | Constable | Regular |
| Brisebois, Marc-Andre | November 27, 2015 | Constable | Regular |
| Panneton, Melanie | March 2, 2016 | Constable | Regular |
| Pelletier, Francois | March 14, 2016 | Constable | Regular |
| Turner, Matthew | April 18, 2016 | Constable | Regular |
| Gagnon, Shelly-Ann | April 27, 2016 | Constable | Regular |
| Tremblay, Jean-Michel | May 20, 2016 | Constable | Regular |
| Valliere, Yan | May 20, 2016 | Constable | Regular |
| Levac, Yannick | May 20, 2016 | Constable | Regular |
| Poulin, Audrey | May 25, 2016 | Constable | Regular |
| Labrie, Guillaume | August 13, 2016 | Constable | Regular |
| Hardy, Yanik | August 15, 2016 | Constable | Regular |
| Larivee, Tanya | September 19, 2016 | Constable | Regular |
| Sampson, Christopher | September 27, 2016 | Constable | Regular |
| Boreland, Joshua | October 3, 2016 | Constable | Regular |
| Grenier, Frederik | October 10, 2016 | Constable | Probationary |
| Carrier, Philippe-Antoine | October 24, 2016 | Constable | Probationary |
| Marcotte-Petit, Jean-Sebastien | October 25, 2016 | Constable | Regular |

APPENDIX C – WORK SCHEDULES

2 CONSTABLES, 1 SERGEANT OPTION 1

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | |
|-----|--------|---|---|---|----|---|---|--------|---|---|---|----|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| SGT | 1 | 1 | 1 | 1 | 1A | H | H | 1 | 1 | 1 | 1 | 1A | H | H |
| C 1 | H | H | 2 | 2 | 2A | 2 | 2 | 2 | 2 | H | H | 1 | 1 | 1 |
| C 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 2 | 2A | 2 | 2 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

2 CONSTABLES, 1 SERGEANT OPTION 2

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | |
|-----|--------|---|---|---|----|---|---|--------|---|---|---|----|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| SGT | 1 | 1 | 1 | 1 | 1A | H | H | 1 | 1 | 1 | 1 | 1A | H | H |
| C 1 | 1 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 2 | 2A | 2 | 2 |
| C 2 | H | H | 2 | 2 | 2A | 2 | 2 | 1 | 2 | H | H | 1 | 1 | 1 |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**3 CONSTABLES, 1 SERGEANT
OPTION 1**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | |
|------------|--------|---|----|----|----|----|----|--------|---|----|----|----|----|----|--------|---|----|----|----|----|----|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| SGT | 1A | 1 | 1A | 1A | 1A | H | H | 1A | 1 | 1A | 1A | 1A | H | H | 1A | 1 | 1A | 1A | 1A | H | H |
| C 1 | 2A | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | H | H | 2A | 2A | 2A | 2A | 2A |
| C 2 | 1 | H | H | 2 | 2 | 2 | 2 | H | H | 2A | 2A | 2A | 2A | 2A | 2A | 2 | 2 | H | H | 1 | 1 |
| C 3 | H | H | 2A | 2A | 2A | 2A | 2A | 2A | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**3 CONSTABLES
OPTION 1**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | |
|------------|--------|---|---|---|----|---|---|--------|---|---|---|----|---|---|--------|---|---|---|----|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| C 1 | 1 | 1 | 1 | 1 | 2 | H | H | H | H | 2 | 2 | 2A | 2 | 2 | 2 | 2 | H | H | 1A | 1 | 1 |
| C 2 | H | H | 2 | 2 | 2A | 2 | 2 | 2 | 2 | H | H | 1A | 1 | 1 | 1 | 1 | 1 | 1 | 2 | H | H |
| C 3 | 2 | 2 | H | H | 1A | 1 | 1 | 1 | 1 | 1 | 1 | 2 | H | H | H | H | 2 | 2 | 2A | 2 | 2 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**3 CONSTABLES
OPTION 2**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | |
|-----|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| C 1 | 2 | H | H | 2 | 2 | 2 | 2 | 2A | 2 | 2 | H | H | 1 | 1 | 1A | 1 | 1 | 1 | 1 | H | H |
| C 2 | 2A | 2 | 2 | H | H | 1 | 1 | 1A | 1 | 1 | 1 | 1 | H | H | 2 | H | H | 2 | 2 | 2 | 2 |
| C 3 | 1A | 1 | 1 | 1 | 1 | H | H | 2 | H | H | 2 | 2 | 2 | 2 | 2A | 2 | 2 | H | H | 1 | 1 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**3 CONSTABLES, 1 SERGEANT
OPTION 2**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | |
|-----|--------|----|----|----|----|---|---|--------|----|----|----|----|---|---|--------|----|----|----|----|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| SGT | 1A | 1A | 1A | 1A | 1A | H | H | 1A | 1A | 1A | 1A | 1A | H | H | 1A | 1A | 1A | 1A | 1A | H | H |
| C 1 | H | H | 1 | 1 | 1A | 1 | 1 | 1 | 1 | H | H | 2A | 2 | 2 | 2A | 2A | 2A | 2A | 2A | H | H |
| C 2 | 1 | 1 | H | H | 2A | 2 | 2 | 2A | 2A | 2A | 2A | 2A | H | H | H | H | 1 | 1 | 1A | 1 | 1 |
| C 3 | 2A | 2A | 2A | 2A | 2A | H | H | H | H | 1 | 1 | 1A | 1 | 1 | 1 | 1 | H | H | 2A | 2 | 2 |
| | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

4 CONSTABLES

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | | |
|-----|--------|---|--------|--------|--------|--------|--------|--------|---|--------|--------|--------|--------|--------|--------|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | |
| C 1 | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 A | 1 A |
| C 2 | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 A | 1 A | 1 A | 1 | 1 A | 1 A | 1 A | H | H | |
| C 3 | 2 A | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 A | 1 A | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | |
| C 4 | 2 | 2 | 2 | H | H | 1 A | 1 A | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | H | H | 2 | 2 | 2 | 2 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

4 CONSTABLES, 1 SERGEANT OPTION 1

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| S G T | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H |
| C 1 | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 | 2 | 2 A | 2 A | 2 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | 1 A | 1 A | H | H |
| C 2 | H | H | 2 A | 2 A | 2 A | 2 | 2 | 2 A | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | 1 A | 1 A | H | H |
| C 3 | 2 A | H | H | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | 2 A | H | H | 1 A | 1 A | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 | 2 |
| C 4 | 2 A | 2 A | 2 A | H | H | 1 A | 1 A | 1 A | 1 | 1 A | 1 A | 1 A | H | H | H | H | 2 A | 2 A | 2 A | 2 | 2 | 2 A | H | H | 2 A | 2 A | 2 A | 2 A |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 8:00 – 17:00, Stand by 17:00 – 08:00

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**4 CONSTABLES, 1 SERGEANT
OPTION 2**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | |
|-------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S |
| S G T | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H | 1 A | 1 A | 1 A | 1 A | 1 A | H | H |
| C 1 | 2 | 2 | H | H | H | 1 A | 2 | 2 A | 2 A | 2 A | H | H | H | 1 A | H | H | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 A |
| C 2 | 2 A | 2 A | 2 A | H | H | H | 1 A | H | H | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 | 2 | H | H | H | H | 1 A | 2 |
| C 3 | H | H | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 | 2 | 2 | H | H | H | 1 A | 2 | 2 A | 2 A | 2 A | H | H | H | 1 A |
| C 4 | H | H | H | 2 A | 2 A | 2 A | 2 A | 2 | 2 | H | H | H | 1 A | 2 | 2 A | 2 A | 2 A | H | H | H | 1 A | H | H | 2 | 2 | 2 | 2 | H |

Shift 1A – 08:00 – 17:00

Shift 2 – Stand by 08:00 – 17:00, Work 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 2A – 17:00 – 02:00, Stand by 02:00 – 08:00

**5 CONSTABLES, 1 SERGEANT
OPTION 1**

| | WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | | WEEK 5 | | | | | | | |
|-------------|--------|---|---|---|----------------|---|---|--------|---|---|---|---|----------------|---|--------|---|---|---|---|----------------|---|--------|---|---|---|---|----------------|---|--------|---|---|---|----------------|---|---|---|
| | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | |
| S G T | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | |
| C 1 | H | H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 _A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 | 1 | 1 |
| C 2 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 _A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | |
| C 3 | 2 | 2 | 2 | 2 | 2 _A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 |
| C 4 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 _A | H | H | |
| C 5 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 _A | H | H | H | H | 2 | 2 | 2 | 2 | 2 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 08:00 – 17:00, Shift 2 – 17:00 – 02:00, Stand by 02:00 – 08:00,

Shift 2A – 17:00 – 02:00

**5 CONSTABLES, 1 SERGEANT
OPTION 2**

| WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | | WEEK 5 | | | | | | | |
|--------|---|---|---|---|--------|--------|--------|---|---|---|---|--------|--------|--------|---|---|---|---|--------|--------|--------|---|---|---|---|--------|--------|--------|---|---|---|---|--------|--------|--------|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | |
| 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | |
| 2 | 2 | H | H | H | 1 A | 1 A | 1 | 1 | 1 | 1 | 1 | H | H | H | H | 2 | 2 | 2 | 2 A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | H | 2 A |
| 1 | 1 | 1 | 1 | 1 | H | H | H | H | 2 | 2 | 2 | 2 A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 | 2 | H | H | H | 1 A | 1 A |
| H | H | 2 | 2 | 2 | 2 A | H | H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 | 2 | H | H | H | 1 A | 1 A | 1 | 1 | 1 | 1 | 1 | H | H | |
| H | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | H | 2 A | 2 | 2 | H | H | H | 1 A | 1 A | 1 | 1 | 1 | 1 | 1 | H | H | H | H | 2 | 2 | 2 | 2 A | H | |
| 2 | 2 | 2 | H | H | H | 2 A | 2 | 2 | H | H | H | 1 A | 1 A | 1 | 1 | 1 | 1 | 1 | H | H | H | H | 2 | 2 | 2 | 2 A | H | H | H | H | 2 | 2 | 2 | 2 | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 08:00 – 17:00

Shift 1A – 08:00 – 19:00

Shift 2 – 17:00 – 04:00, Stand by 04:00 – 08:00

Shift 2A – Stand by 08:00 – 17:00, Shift 17:00 – 04:00, Stand by 04:00 – 08:00

**5 CONSTABLES, 1 SERGEANT
OPTION 3**

| WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | | WEEK 5 | | | | | | | |
|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|---|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | |
| 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | |
| H | H | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 3 | 2 | 2 | 3 | 3 | 3 | 3 | H | H | H | 4 | 4 | 4 | 4 | 4 | H | |
| 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 3 | 2 | 2 | 3 | 3 | 3 | 3 | H | H | H | 4 | 4 | 4 | 4 | 4 | H | H | H | 1 | 1 | 1 | 1 | 1 | |
| 2 | 2 | 2 | H | H | 3 | 2 | 2 | 3 | 3 | 3 | 3 | H | H | H | 4 | 4 | 4 | 4 | 4 | H | H | H | 1 | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 |
| 2 | 3 | 3 | 3 | 3 | H | H | H | 4 | 4 | 4 | 4 | 4 | H | H | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 3 | 2 |
| H | 4 | 4 | 4 | 4 | 4 | H | H | H | 1 | 1 | 1 | 1 | 1 | 1 | H | H | 2 | 2 | 2 | 2 | 2 | 2 | 2 | H | H | 3 | 2 | 2 | 3 | 3 | 3 | 3 | H | H | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 08:00 – 17:00

Shift 2 – 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 3 – 17:00 – 02:00

Shift 4 – 23:00 – 08:00

**5 CONSTABLES, 1 SERGEANT
OPTION 4**

| WEEK 1 | | | | | | | WEEK 2 | | | | | | | WEEK 3 | | | | | | | WEEK 4 | | | | | | | WEEK 5 | | | | | | | |
|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|--------|---|---|---|---|---|---|---|
| M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | |
| 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | 1 | 1 | 1 | 1 | 1 | H | H | |
| 4 | 4 | 4 | 4 | 4 | H | H | H | H | 3 | 3 | 3 | 3 | 3 | 3 | 3 | H | H | 4 | 4 | 4 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 3 | 2 | 2 | |
| H | H | 3 | 3 | 3 | 3 | 3 | 3 | 3 | H | H | 4 | 4 | 4 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 3 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | H | H | |
| 3 | 3 | H | H | 4 | 4 | 4 | 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 3 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | H | H | H | H | 3 | 3 | 3 | 3 | 3 | |
| 2 | 2 | 2 | H | H | 1 | 1 | 1 | H | H | 2 | 3 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | H | H | H | H | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | H | H | 4 | 4 | 4 |
| 1 | H | H | 2 | 3 | 2 | 2 | 4 | 4 | 4 | 4 | 4 | H | H | H | H | 3 | 3 | 3 | 3 | 3 | 3 | 3 | H | H | 4 | 4 | 4 | 2 | 2 | 2 | H | H | 1 | 1 | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Shift 1 – 08:00 – 17:00

Shift 2 – 17:00 – 02:00, Stand by 02:00 – 08:00

Shift 3 – 17:00 – 02:00

Shift 4 – 23:00 – 08:00

APPENDIX D – GRID FOR ADMINISTRATIVE MEASURES

Grid for Temporary Suspensions in the case of Penal and Criminal offences*

| SITUATIONS | APPLICABLE OPTIONS | | | | | NOTES |
|--|--------------------|------|------|------|------|---|
| | R.D. | A.D. | R.V. | S.P. | W.P. | |
| INVESTIGATION | X | X | X | X | | |
| Criminal, statutory and bylaw offences ** | X | X | X | X | | |
| After guilt on strictly indictable offences and the appeal of such a conviction | X | X | X | X | X | *until a disciplinary decision or for a maximum of ninety (90) days |
| After guilt on dual offenses or summary convictions offences and the appeal of such a conviction | X | X | X | X | | *until a disciplinary decision or for a maximum of ninety (90) days |
| After acquittal | X | X | X | X | | |
| INCARCERATION | | | | | | |
| After appearance and until the verdict, as long as detention lasts | | | | | X | |
| After sentencing | | | | | X | *until a disciplinary decision or for a maximum of ninety (90) days |
| Appeal requested by the Crown after an acquittal | X | X | X | X | | |

Note: This grid applies to all officers on sick leave.

Abbreviations:

- R.D. – Regular Duty
- A.D. – Administrative Duty
- R.V. – Relocation to another Northern Village
- S.P. – Suspension with pay
- W.P. – Suspension without pay

*When a disciplinary or ethics decision is not rendered within ninety (90) days of the beginning of the suspension, the officer returns to the status he had prior to the suspension, unless section 119 of the Police Act applies.

**In cases where the criminal offence is unrelated to his duties, the suspension with pay can be replaced by a suspension with half pay twelve (12) months after the charges were filed if the trial has not begun.

If the trial has not begun as a result of a request of the Crown, the twelve (12) month period is extended by the number of days between the original trial date and its new date.

APPENDIX E- DEFERRED SALARY LEAVE CONTRACT

ARTICLE 1 - DURATION OF THE CONTRACT

This contract will come into force on _____ and will expire on _____.

ARTICLE 2 - DURATION OF THE DEFERRED SALARY LEAVE

The duration of the leave shall be of () continuous months, beginning on _____ and ending on _____.

ARTICLE 3 – SALARY AND ANNUAL LEAVE TRIP ENTITLEMENT

The value of the Cost of living differential and the Food allowance to which the employee is entitled is included in his salary. During each of the years referred to in article 1 of this contract, the employee will receive ____% of the salary she/he would have normally received had he not participated in the deferred salary leave plan.

During each year of this contract, the employee will receive ____% of the ALT entitlement she/he would have been entitled had he not signed this contract.

ARTICLE 4 – BENEFITS ENTITLEMENT

- A) During each of the years of the application of the present contract, except during the period of his leave, the employee will continue to benefit from the days of sick leave which will be paid at the percentage of salary defined in article 3 of the present contract;
- B) During the deferred salary leave, the employee will not be entitled to any of the advantages provided for in the collective agreement, except for those provided for in paragraph 27.01 j) of the collective agreement. The employee must notify the Human Resources Office of any disability period that occurs during his leave.
- C) For each year of participation in the Plan during which the employee is at work, his vacation will be remunerated at the percentage of salary provided for in Article 3.

The employee will not accumulate vacation days while he is on deferred salary leave. However, the employee may defer a maximum of ten (10) vacation days until he returns to work following his deferred leave.

ARTICLE 5 - RETIREMENT, WITHDRAWAL, DISMISSAL OR RESIGNATION OF THE EMPLOYEE

The present contract will expire on the date of the retirement, the dismissal, the resignation or the voluntary withdrawal of the employee from the plan. In such a case the Employer will reimburse the employee an amount equal to the difference between: the salary to which he would have been entitled to had he not participated in the plan and the salary actually paid for the period of the application of the present contract. This amount is paid without interest.

ARTICLE 6 - LEAVE WITHOUT PAY

For the duration of his participation in the deferred salary leave plan, the employee will not be entitled to any type of leave without pay, except for traditional leaves provided under clause 20.03 of the collective agreement. However, the employee is not entitled to leave for traditional activity during his deferred salary leave.

ARTICLE 7- DEATH OF THE EMPLOYEE

The present contract will expire on the date of the death of the employee. In such a case the Employer will reimburse the employee's estate an amount equal to the difference between: the salary to which he would have been entitled to had he not participated in the plan and the salary actually paid for the period of the application of the present contract. This amount is paid without interest.

ARTICLE 8 - DISABILITY

Should the employee develop a disability during his participation in the deferred salary leave plan, the following conditions apply:

When the employee's disability occurs while the employee is on leave, he must notify the Human Resources Office of his disability. The employee's leave will not be interrupted and the employee will continue to be entitled to his deferred salary, as provided for in the present contract. Should the employee continue to be disabled at the date that his leave is scheduled to end, the employee will be entitled to the benefit provided for under the group insurance policy, as long as he is eligible.

When the employee's disability occurs while the employee is participating in the deferred salary leave plan, but before the employee takes his leave, the employee concerned must choose, either:

- a) To continue to participate in the deferred salary leave plan until such time as he is no longer disabled. The employee will then receive his insurance benefit, in accordance with the Insurance Plan, based on the salary as provided for in article 3 of the present contract.

In the event that the employee's disability still exists at the beginning of the last year of the application of the present contract, said contract may be interrupted until the end of the employee's disability. During this interruption, as long as the Group Insurance Plan so allows, the employee will be entitled to a weekly insurance benefit based on his regular salary.

However, the deferred salary leave may not exceed a maximum of one (1) year after the date upon which the contract was originally scheduled to end.

- b) To terminate his contract. The conditions provided for under article 5 will then apply. The weekly insurance benefit payable to the employee will then be based on his regular salary.

Should the employee's disability last for more than two (2) years, at the end of the two (2) year period, the present contract will expire and the conditions provided for in article 5 will then apply.

ARTICLE 9 - WORK ACCIDENT OR INDUSTRIAL DISEASE.

An employee may receive an indemnity under the Workmen's Compensation Act resulting from a recognized work accident or industrial disease for a maximum period of thirty-six (36) months and continue his participation in the deferred salary leave plan. Following this period the present contract will expire and the conditions provided for in article 5 will apply. However, in all cases, the present contract may not be extended for more than one (1) year after the date upon which the contract was originally scheduled to end.

ARTICLE 10 – MATERNITY, ADOPTION AND PARENTAL LEAVES

Should the employee benefit from a maternity, an adoption or a parental leave, during his participation in the deferred salary leave plan, the following conditions apply:

When the maternity, adoption or parental leave takes place during the deferred salary leave, the employee's participation in the deferred salary leave plan will not be interrupted by the maternity, adoption or parental leave.

When the maternity, adoption or parental leave takes place before the employee's deferred salary leave, the employee's participation in the deferred salary leave plan will be interrupted for the duration of the maternity, adoption or parental leave. During this interruption, the provisions of the collective agreement concerning maternity, adoption or parental leaves will apply.

However, the present contract and the subsequent deferred salary leave cannot be extended beyond a maximum of four (4) years following the date on which the employee began deferring his salary.

When the maternity, adoption or parental leave begins before the deferred salary leave and has not ended before the scheduled date of the beginning of the leave the employee must chose, either:

- a) To defer his deferred salary leave. However, in all cases, the present contract may not be extended for more than one (1) year after the date upon which the contract was originally scheduled to end.
- b) To terminate his participation in the deferred salary leave plan. In this case, the provisions of article 5 apply.

ARTICLE 11 - BREACH OF CONTRACT AND APPLICABILITY

When the employee voluntarily terminates his employment, after having taken his deferred salary leave and without having honoured his obligation to return to work for a period of time equivalent to that of his deferred salary leave, the employee will be reimburse the costs incurred by the Employer to replace said employee.

ARTICLE 12 - APPLICABLE PROVISIONS

The provisions of clause 27.01, pertaining to the Deferred Salary Leave Plan of the collective agreement are considered as being an integral part of the present contract.

In witness thereof the parties have signed in _____ on this ____ day of _____ 20____.

EMPLOYEE

FOR THE EMPLOYER

c. c. Employee file, Association, Immediate supervisor

LETTER OF AGREEMENT NUMBER 1

BETWEEN:

KATIVIK REGIONAL POLICE FORCE
HEREAFTER REFERRED TO AS "THE KRPF"

AND:

L'ASSOCIATION DES POLICIERS ET POLICIÈRES DU NUNAVIK
HEREAFTER REFERRED TO AS "THE ASSOCIATION"

CONCERNING THE IMPLEMENTATION OF MEASURES TO INCREASE AND TO STABILIZE THE WORKFORCE OF THE KATIVIK REGIONAL POLICE FORCE (KRPF)

THE PARTIES AGREE TO THE FOLLOWING:

1. Notwithstanding the provisions of the collective agreement, the Association accepts that the KRPF implement the following measures in order to support the hiring of graduates from the ÉNPQ and the hiring of certified police officers;

- a) Hiring of experienced or of certified police officers in a full time position

A certified police officer is integrated into the salary scale provided for in the collective agreement taking into account the number of years the officer has worked as a police officer within a recognised police force or organization.

- b) Training of a special constable employed by the KRPF

The following conditions apply to a special constable employed by the KRPF who possesses the qualifications to be admitted to the *Programme de formation initiale qualifiante en patrouille gendarmerie*. The special constable:

- must remain in the employ of the KRPF for at least three (3) calendar years after the successful completion of his program;
- continues to accumulate seniority while he is in the program at the ÉNPQ;
- maintains his regular weekly salary while he is in the program at the ÉNPQ;
- who attends and completes the program at the ÉNPQ, will be reimbursed by the KRPF for the tuition fees paid to the ÉNPQ, upon completion of the program. The special constable who does not complete the program is deemed to have resigned from his employment with the KRPF on the date that his participation in the program ended.

c) Financial Incentive applicable to new graduates of the ÉNPQ

Upon presentation of the appropriate receipts, a police officer who has not been previously employed by a police force or organisation and who is a certified police officer will be reimbursed by the employer for tuition fees paid to the ÉNPQ provided he meets the following conditions:

- he has been in the employ of the KRPF for one (1) calendar year;
- he is the incumbent of a permanent position.