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Grand Council of the Crees (Eeyou Istchee)
Grand Conseil des Cris (Eeyou Istchee)

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Cree Nation Government
Gouvernement de la Nation Crie

Cree Nation Government

BYLAW 2011-13

2023 Consolidated By-Law Concerning Eeyou-Eenou Police Force Working Conditions for Officers

Adopted December 16, 2010

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PART I
GENERAL TERMS AND DEFINITIONS

1. PURPOSES

1.1 The purpose of this By-Law is, among other things, to establish fair, reasonable and transparent working conditions for all police officers governed by this By-law.

Amended by Resolution BC 2013-16

2. DEFINITIONS

For the purposes of this By-law:

2.1 Child means the offspring, the legally adopted or the customary adopted child of an Officer, or of an Officer's Spouse where the latter resides with an Officer, and includes a person less than 18 years of age for whom the Officer is the guardian.

2.2 Cree Community means one of the following Cree communities: Chisasibi, Eastmain, Mistissini, Nemaska, Oujé-Bougoumou, Waskaganish, Waswanipi, Wemindji or Whapmagoostui.

2.3 Cree Officer means an Officer who is a Cree beneficiary within the meaning of the James Bay and Northern Québec Agreement.

Amended by Resolution BC 2013-16

2.4 Cree Nation Government or CNG means the public corporation duly constituted under chapter 89 of the Statutes of Québec 1978, now the legal person duly established in the public interest under the Act respecting the Cree Nation Government, R.S.Q. c. G-1.031.

2.5 CNG Council or Council means the Council of the CNG as established by An Act respecting the Cree Nation Government, R.S.Q. c. G-1.031, as amended from time to time;

2.6 Cultural Leave means special leave for Cree Officers for the purpose of exercising Cree traditional activities in Cree territory.

2.7 Dependant means a person residing with an Officer who is either such Officer's Spouse or Child.

2.8 Eeyou-Eenou Police Force or EEPF means the regional police force established or to be established pursuant to Section 19 of the James Bay and Northern Québec Agreement, as amended, and pursuant to Division V.1 of Chapter I of Title II of the Police Act, R.S.Q. c. P-13.1.

2.9 EEPF Interview Committee means the committee contemplated by section 41 of the Policing By-law.

Amended by Resolution BC 2013-16

2.10 Employer means, for the purposes of this By-Law, the CNG.

2.11 Leave with Deferred Salary means a leave contemplated by section 34.

Amended by Resolution BC 2013-16

2.12 Medical Certificate means a written statement outlining a medical diagnosis of a condition which has resulted in the absence of an Officer and which is signed by a recognized medical professional who is legally authorized to diagnose such a condition.

2.13 Modalities Agreement means the "Agreement Concerning the Modalities relating to the Provision of Police Services by the Eeyou-Eenou Police Force" between the Gouvernement du Québec and the CNG which came into force on June 18, 2009, and as applicable, subsequent versions of this agreement as amended or replaced from time to time.

2.14 Officer means, for the purposes of this By-law, a police officer, member of the EEPF, who is not a Senior Officer.

a) Contractual Officer means an Officer whose services have been retained by the CNG for a specific period of time and according to the terms of such Officer's hiring letter, to temporarily fill a position, to execute specific tasks or to complete a specific mandate for the EEPF.

b) Full-time Officer means an Officer hired by the CNG to work for the EEPF on a full-time, continuous basis to perform duties and responsibilities in accordance with a work schedule established pursuant to section 8.

c) Part-time Officer means an Officer hired by the CNG to work for the Eeyou-Eenou Police Force on a part-time, basis to perform duties and responsibilities in accordance with a work schedule established pursuant to section 11.

d) Probationary Officer means an Officer hired by the CNG to work for the Eeyou-Eenou Police Force and who has not completed the probation period required pursuant to section 9 to become a Regular Officer.

e) Regular Officer means a Full-time or Part-time Officer hired by the CNG to work for the Eeyou-Eenou Police Force who has successfully completed the probation period provided for in to section 9.

2.15 Police Director means the person appointed by the CNG to assume the direction and command of the Eeyou-Eenou Police Force including the responsibility for the administration, operation and internal management of such police force on a day-to-day basis, in accordance with the CNG Policing By-law. For the purposes of this By-law and in accordance with the responsibilities attributed to him herein, the Police Director acts on behalf of the CNG.

2.16 Policing By-law means the CNG Policing By-law approved by GCCEI-CNG Council-Board Resolution No. 2010-30, as amended from time to time.

2.17 Place of Origin means the community in which an Officer is domiciled at the time of his hiring by the Employer or at the time of the coming into force of this By-law, as

applicable.

2.18 Probation Period means the probationary period following the hiring or re-hiring of an Officer, as applicable, as stipulated in sections 9.2, 9.3 and 9.4, respectively.

2.19 Promotion means the movement of an Officer from a position in one class of employment to a position in another class of employment, in which the salary scale of the latter is higher than that of the former.

2.20 Reference Year means the period from April 1 of one year to March 31 of the following year.

2.21 Senior Officer means a police officer, member of the Eeyou-Eenou Police Force, other than an Officer, who is responsible for the administration, operational supervision and internal management of the police force and who is not an employee within the meaning of the applicable legislation, including those police officers holding the rank of inspector, captain or lieutenant or a higher rank within such police force.

Amended by Resolution BC 2013-16

2.22 Special Constable means a special constable within the meaning of either section 107 or section 108 of the Police Act (R.S.Q. c. P-13.1).

Amended by Resolution BC 2013-16

2.23 Spouse means either of two persons who:

a) are married or in a civil union and cohabiting;

b) being of opposite sex or the same sex, are living together in a de facto union and are the father and/or mother of the same child;

c) are of opposite sex or the same sex and have been living together in a de facto union for one year or more. Dissolution of the marriage or civil union in question, or in the case of a de facto union, the separation of the two persons for more than three (3) months, shall entail the loss of status as a Spouse for the purposes of this By-law.

2.24 Temporary Assignment means the assignment, pursuant to section 6.1, of an Officer from his regular position to another position for a period of between four (4) and twenty six (26) consecutive weeks in order to ensure continuity in the latter position, which position may or may not be at the same level as his regular position or within the same class of employment.

2.25 Transfer means the permanent move of an Officer from one work location to another work location resulting from a decision of Police Director.

3. GENERAL PROVISIONS Amended by Resolution BC 2013-16

3.1 Subject to Division 2 of Title V of the Policing By-law, the Police Director may delegate any of his decision-making powers contemplated by this By-law to a Senior Officer, but he shall remain responsible for ensuring respect for the approved annual budget of the Eeyou-Eenou Police Force.

3.2 Every Twenty-four (24) months from the coming into force of this By-law, the Police Director and the CNG Treasurer shall report to the CNG Council regarding the implementation of this By-law.

4. FIELD OF APPLICATION

4.1 This By-law shall apply to Eeyou Eenou Police Force Officers as defined in section 2.14, and also subject to the following:

Probationary Officers

4.1.1 The following benefits do not apply to a Probationary Officer : Leaves of Deferred Salary and leaves of absence without pay Termination notice and indemnity Cultural leave

Amended by Resolution BC 2013-16

Contractual Officers

4.1.2 The following benefits do not apply to a Contractual Officer : Sick leave Leaves and Deferred Salary and leaves of absence without pay Cultural leave Annual leave

Amended by Resolution BC 2013-16

Part-time Officers

a) A Part-time Officer shall be entitled to benefit from sections6.1 (temporary assignments),10 (lodging in a Cree community),20 (moving and relocation expenses), 21 (temporary assignment expenses), 29 (statutory holidays), 30 (special leave) and 32 (home leave), and may also be entitled to benefit from section 5 (insurance and pension plan), as applicable, according to the terms of the insurance plan and the pension plan

Amended by Resolution BC 2013-16

b) A Part-time Officer shall be entitled to benefit from sections 15 (seniority premiums), 16 (night shift premiums), 19 (special allowance), 24 (annual leave), 25 (cultural leave), 27 (special family leave) and 31 (sick leave) on a pro rata basis in proportion to the hours worked compared to those of a Full-time Officer.

Amended by Resolution BC 2013-16

c) A Part-time Officer shall also be entitled to section 28 (maternity, paternity and parental leave), in accordance with the applicable legislation.

4.2 For greater clarity, this By-law shall not apply to Senior Officers, Special Constables, auxiliaries, cadets or the civilian staff of the Eeyou-Eenou Police Force, the latter being non-police personnel.

Amended by Resolution BC 2013-16

5. INSURANCE AND PENSION PLAN

5.1 Participation in the pension plan is mandatory for an Officer who meets the eligibility requirements of the James Bay Cree-Naskapi Pension Plan, as modified from time to time.

Amended by Resolution BC 2013-16

5.2 Participation in the applicable group insurance plan is mandatory for an Officer once the waiting period is over, which shall be six (6) months from the date of the commencement of his employment with the EEPF.

Amended by Resolution BC 2013-16

5.3 A non-native Officer shall also participate in an extended health insurance plan equivalent to CNG "Class F" employees, according to the terms and conditions of the applicable group insurance plan.

Amended by Resolution BC 2013-16

5.4 Group insurance premiums shall be shared equally between an Officer and the CNG.

Amended by Resolution BC 2013-16

5.5 This section 5 is subject to the terms and conditions of the applicable pension plan and the applicable group insurance policies.

Amended by Resolution BC 2013-16

6. TEMPORARY ASSIGNMENTS

6.1 A Temporary Assignment shall only result from a decision of the Police Director, and for the purposes of this By-law, an assignment made at the request of an Officer shall not be considered a Temporary Assignment.

6.2 In the case of a Temporary Assignment to a higher salary structure grade for a minimum of four (4) and a maximum of twenty six (26) consecutive weeks, and subject to the Officer performing most of the normal tasks of the higher grade position in a satisfactory manner, the Employer shall provide the Officer a Temporary Assignment pay allowance of fifty percent (50%) of the difference between his actual base remuneration and the base remuneration of the position to which he is temporarily assigned, for the period of the Temporary Assignment.

6.3 In the case of a Temporary Assignment pursuant to section 6.2 effected to fill a vacant position, such assignment may be renewed by the Police Director for a maximum of one additional term of between four (4) and twenty six (26) consecutive weeks.

6.4 In the case of a Temporary Assignment pursuant to section 6.2 effected to temporarily replace an individual, such assignment may be renewed by the Police Director for one additional term of between four (4) and twenty six (26) consecutive weeks, and may be additionally extended in exceptional circumstances.

6.5 The salary of an Officer subject to a Temporary Assignment shall not be decreased as a result of such assignment, irrespective of the salary normally associated with such position or class of employment.

6.6 Temporary Assignments of Officers are to be effected according to their specific knowledge, competence and seniority, the whole subject to the discretion of the Police Director.

6.7 For greater certainty, the temporary assignment of an Officer to a position with a higher salary structure grade for less than four (4) weeks shall not be considered to be a Temporary Assignment and his remuneration shall remain the same for that period.

Amended by Resolution BC 2013-16

7. TRANSFERS

7.1 A Transfer shall not entail any modification in an Officer's salary.

7.2 Transfers of Officers are to be effected according to their specific knowledge, competence and seniority, the whole subject to the discretion of the Police Director.

8. PROMOTION

8.1 The CNG Management Committee shall be responsible for promoting EEPF personnel, further to recommendations of the EEPF Interview Committee, as provided by the Policing By-law.

Amended by Resolution BC 2013-16

9. PROBATION

9.1 This section 9 shall apply to an individual hired as a Full-time or Part-time Officer, and reference to an "Officer" in this section 9 shall be deemed to refer to either of them.

9.2 Subject to section 9.3, and unless informed otherwise as contemplated in section 13.4 a), the probation period for a newly hired Officer shall be one thousand and forty (1040) hours.

Amended by Resolution BC 2013-16

9.3 In the event that a performance evaluation and the related decision of whether to retain a Probationary Officer has not been rendered at the end of such period, the probation period may be extended at the discretion of the Police Director for an additional period of up to one thousand and forty (1040) hours and any additional probation conditions shall be communicated in writing to the Officer in question.

Amended by Resolution BC 2013-16

9.4 An Officer who is hired more than two (2) years after having resigned from the EEPF or one of its predecessors shall also be subject to section 9.2, unless the Police Director decides otherwise.

10. OFFICER LODGING IN A CREE COMMUNITY

10.1 An Officer shall reside on Category IA lands of the Cree Community in which he serves unless otherwise authorized in writing by the Police Director, with reasons, due to exceptional circumstances.

10.2 An Officer appointed or transferred to work on a regular basis in a Cree Community in which, at the time of his hiring or Transfer, he is not domiciled or is not a band member, may opt for lodging to be provided by the Employer, subject to the following:

a) such community must be at least one hundred kilometres (100km) from his Place of Origin;

b) where the Officer or his Spouse have private lodging or band lodging in the community of appointment at the time of his hiring or Transfer, as applicable, he shall not be entitled to opt for lodging pursuant to this section 10.2; and

c) the availability of lodging in the community in question.

10.3 An Officer contemplated by section 10.2 whose Spouse is a band member of the Cree Community to which he is appointed, but whose Spouse does not have band lodging at the time of his engagement, may opt for temporary lodging to be provided by the Employer, subject to the following:

a) the Officer and his Spouse must actively and consistently continue to seek band lodging and private lodging in the community;

b) at the Employer’s request, the Officer must be able to substantiate the active and consistent pursuit of such band lodging and private lodging with documentary proof; and

c) the availability of lodging in the community in question.

10.4 An Officer who is allocated Employer lodging pursuant to section 10.2 or section 10.3 shall pay the Employer a monthly rent according to CNG policy, and such rent shall be deducted from the Officer’s pay on an on-going basis.

10.5 The Employer shall assume the annual heating costs of the lodging unit contemplated by section 10.4.

10.6 For clarity, this section 10 shall apply to an Officer subject to a Transfer but shall not apply to an Officer subject to a Temporary Assignment.

PART II
CONDITIONS REGARDING WORKING HOURS

11. WORK SCHEDULE

11.1 The work schedule of an Officer shall be determined by his function. An Officer whose significant functions include patrolling shall regularly work either nine (9) hour shifts or twelve (12) hour shifts. An Officer with other functions, such as a Court Liaison Officer, an Investigator-Advisor and Crime Scene Technician or a Crime Intelligence and Prevention Technician, shall work eight (8) hour shifts.

Amended by Resolution BC 2013-16

11.2 The Police Director shall determine whether an Officer shall regularly eight (8) hour shifts, including one (1) hour for meals; work nine (9) hour shifts, including one (1) hour for meals, or twelve (12) hour shifts, including one-and-a-half (1.5) hours for meals. Each such shift shall be considered a work day for the purposes of this By-law. Schedule 3 provides examples of work schedules for Officers regularly working nine (9) hour shifts or twelve (12) hour shifts.

a) The average number of working days for an Officer regularly working eight (8) hour shifts is 260 days spread out over a twelve (12) month period and his work schedule shall be over a seven (7) day period.

b) The average number of working days for an Officer regularly working nine (9) hour shifts is 219 days spread out over a twelve (12) month period and his work schedule shall be over a thirty-five (35) day period.

c) The average number of working days for an Officer regularly working twelve (12) hour shifts is 167 days spread out over a twelve (12) month period and his work schedule shall be over a twenty-eight (28) day period.

Amended by Resolution BC 2013-16

11.3 For greater clarity, except for an Officer regularly working eight (8) hour shifts, Full-time Officer's regular working schedule shall average a maximum of forty (40) hours of work per week over a period of either twenty-eight (28) days or thirty-five (35) days, in accordance with the applicable legislation.

Amended by Resolution BC 2013-16

11.4 A Part-time Officer's regular working schedule shall be as stipulated by the Employer and may average a maximum of forty (40) hours of work per week over a period of either twenty-eight (28) days or thirty-five (35) days, in accordance with the applicable legislation.

Amended by Resolution BC 2013-16

11.5 Subject to his supervisor's approval, an Officer regularly working nine (9) hour shifts may take from two (2) to six (6) consecutive days off and an Officer regularly working twelve (12) hour shifts may take from two (2) to eight (8) consecutive days off.

11.6 An Officer may not be required to work more than seven (7) consecutive days without having at least one (1) day off, with the exception of the period from the Sunday before Christmas until the Sunday after New Year's Day.

11.7 An Officer absent for three (3) or more consecutive work days without authorization and who does not give a valid reason for such absences within this period shall be considered to have resigned from his position, unless the Police Director decides otherwise.

a) The Employer shall make all possible attempts to contact the Officer in this period and shall document such attempts.

11.8 In the event that an Officer does not report for work at the assigned hour, the on-duty Officer shall so inform his supervisor, and if so authorized by his supervisor, the latter shall remain on duty.

12. ON-CALL

12.1 An Officer shall remain available for potential work as an on-call, back-up Officer if so instructed by his supervisor or a Senior Officer, and shall remain on-call until instructed otherwise by his supervisor or a Senior Officer.

12.2 In the event that an Officer is required to be on-call pursuant to section 12.1, he shall be entitled to receive compensation equivalent to one (1) hour of his base salary for each four (4) hours that he remains on-call, which amount shall be pro-rated as applicable. Notwithstanding section 14, these hours shall not be considered overtime.

12.3 In the event that an Officer who is on-call or who is off-duty is required to report for duty by his supervisor or a Senior Officer (a "recall"), he may be entitled to overtime pursuant to section 14, as applicable.

a) An Officer who is recalled shall be remunerated for a minimum of three (3) hours, even if the period of the recall is less than three (3) hours.

b) Once the situation which made it necessary to recall an Officer has been resolved, the Officer shall be placed off duty.

c) If an Officer is recalled again within three (3) hours of the first recall, such work shall be covered by the first recall.

d) If an Officer is required by his supervisor or a Senior Officer to report for duty one (1) hour or less before his regular shift, such work shall not be considered a recall.

Amended by Resolution BC 2013-16

12.4 If an Officer is summoned before a court, a coroner, a board of inquiry, an administrative tribunal, professional conduct committee, the Employer or any other similarly empowered organization, on a day for which he is not scheduled to work, such summons shall be considered a recall.

Amended by Resolution BC 2013-16

PART III
CONDITIONS REGARDING REMUNERATION

AND EMPLOYMENT-RELATED EXPENSES

13. REMUNERATION

13.1 Subject to section 39, a Full-time Officer's remuneration shall be determined according to the salary grade table in Schedule 1 applicable to his position.

13.2 Subject to section 39, a Part-time Officer's remuneration shall be determined on a pro rata basis according to the salary grade table in Schedule 1 applicable to his position.

13.3 In the event that an Officer has previous experience as a police officer or special constable with another police force, the CNG Management Committee on behalf of the Employer may, at its sole discretion, recognize such experience and classify the Officer at the time of hiring at a salary grade commensurate with this experience.

13.4 At the time of hiring by the Employer or at the time of the coming into force of this By-law, as applicable, an Officer shall be informed, in writing, of the following:

a) in the case of a newly hired Officer only, his probationary status and related probation conditions;

b) the regular, part-time or contractual and temporary nature of his position, as applicable;

c) his class of employment;

d) his salary and benefits; and

e) his job description.

13.5 Pursuant to subsection 34.2.1, for the purposes of determining an Officer's remuneration pursuant to this section 13, time taken as Leave with Deferred Salary leave shall not be considered as months of service.

13.6 Upon the recommendation of either:

(a) the CNG Human Resources Director and the CNG Treasurer; or,

(b) the CNG Management Committee, the CNG Executive Committee may amend the salary grade table in Schedule 1.

14. OVERTIME

14.1 Overtime is the time worked by an Officer at the specific request of his supervisor or a Senior Officer in excess of his regular work day as determined pursuant to section 11.1 or in excess of the total number of hours contemplated in his work schedule established pursuant to section 11.3 or 11.4.

14.2 Only overtime which has been previously approved by an Officer's supervisor or a Senior Officer shall be paid or taken in time (i.e., "banked"), in accordance with this section 14.

14.3 For the purpose of computing overtime, annual leave, cultural leave, statutory holidays or leave in lieu of statutory holidays and special leaves contemplated by section 30 are counted as days of work, as applicable.

Amended by Resolution BC 2013-16

14.4 Overtime shall either be paid on the basis of an Officer's regular hourly wage plus a premium of 50%, or, if so authorized by a Lieutenant, it may be taken in the form of equivalent time-off (i.e., 150% of the number of overtime hours worked).

14.5 For the purposes of this section 14, the regular hourly wage of a Full-time Officer or a Part-time Officer is calculated by dividing his annual salary, as determined according to Schedule 1, by 2,080.

14.6 Overtime may be banked up to a maximum level of one hundred and fifty (150) hours at any given time. Such accumulated hours account for the calculation of 1.5 hours for each hour worked on overtime (i.e., 100 hours of overtime worked equals 150 hours banked).

Amended by Resolution BC 2013-16

14.7 Overtime may only be banked upon the written request of an Officer.

14.8 An Officer may only use his banked hours with the prior, express permission of his supervisor, who shall assess an Officer's request in view of policing service requirements.

14.9 An Officer who wishes to be paid for any of his banked overtime hours must submit a written request to the Employer, following which the Employer shall issue payment within a reasonable delay, normally within forty-five (45) days of the end of the Officer's working schedule period (e.g., 28-day or 35-day work schedule).

Amended by Resolution BC 2013-16

14.10 An Officer assigned to light duties should not be assigned to perform overtime except in exceptional circumstances

Amended by Resolution BC 2013-16

14.11 An Officer shall not be entitled to overtime when he is receiving training and the working hours cannot be controlled.

15. SENIORITY PREMIUMS

15.1 An annual seniority-based salary adjustment shall be provided to a qualifying Officer in the form of a lump sum payment on or around December 15 of every year on the basis of years of service with the EEPF as of that date, as follows:

a) 5 to 9 years of service: $90.00;

b) 10 to 14 years of service: $180.00;

c) 15 to 19 years of service: $275.00;

d) 20 to 24 years of service: $365.00;

e) 25 to 29 years of service: $455.00;

f) 30 years and more of service: $545.00.

15.2 In the event that the Employer hires an Officer who was previously employed by the EEPF, the CNG Management Committee may, at its discretion, recognize such Officer's previously accumulated seniority for the purposes of this section 15, provided that his period of non-employment was not greater than twenty-four (24) months.

15.3 This section 15 shall not have retroactive effect. Specifically, an Officer's years of service with a police force other than the EEPF shall not be considered in calculating seniority for the purposes of this section 15.

15.4 Pursuant to subsection 34.2.1, for the purposes of determining an Officer's seniority premiums pursuant to this section 15, time taken as Leave with Deferred Salary shall not be considered as months of service.

15.5 This section 15 shall not apply to Contractual Officers.

16. NIGHT SHIFT PREMIUMS

16.1 An Officer who regularly works nine (9) or twelve (12) hour shifts and who is regularly assigned to work on a schedule which includes night shifts shall receive the following annual night shift premiums:

a) First six (6) years of service with the EEPF: $500;

b) Seventh (7) year and subsequent years of service with the EEPF: $1,000.

Amended by Resolution BC 2013-16

16.2 An Officer who qualifies for a premium pursuant to section 16.1 shall receive the applicable premium in the form of a lump sum payment on or around December 15 of each year, pro-rated as applicable. The reference period for the purpose of the calculation of this premium is from January 1 to December 31 of each year.

Amended by Resolution BC 2013-16

16.3 An Officer who ceases to be employed with the EEPF, for any reason, shall receive the premium contemplated by section 16.1 on a pro rata basis, as applicable, on the basis of the number of months of service to that time.

16.4 Pursuant to subsection 34.2.1, for the purposes of determining an Officer's night shift premiums pursuant to this section 16, time taken as Leave with Deferred Salary shall not be considered as months of service.

16.5 For greater certainty, an Officer who regularly works eight (8) hour shifts shall not receive a night shift premium pursuant to section 16.1.

Amended by Resolution BC 2013-16

16.6 An Officer who has been suspended without pay, on short-term disability, on long-term disability, on parental leave, on maternity leave, on paternity leave, on light duties or on Leave with Deferred Salary shall receive the premium contemplated by section 16.1 on a pro rata basis only for the period in which he regularly works shifts which include night shifts.

Amended by Resolution BC 2013-16

17. TRAVEL EXPENSES

17.1 The purpose of a travel expenses reimbursement is to reimburse an Officer for necessary, reasonable expenses incurred by him, on behalf of the EEPF, while performing his duties.

Amended by Resolution BC 2013-16

17.2 In order to receive a reimbursement for valid travel expenses incurred by him, an Officer shall complete the forms and follow guidelines established in the relevant EEPF human resources policy.

Amended by Resolution BC 2013-16

18. OVERPAYMENT

18.1 In the event that the Employer pays an Officer more than he is entitled to receive and where the Officer is not responsible for such error, the Employer and the Officer shall attempt to agree on a method of reimbursement.

a) If no agreement is reached within one (1) month, the Employer shall deduct an amount not exceeding ten percent (10%) of the Officer's bi-weekly pay until the complete amount owed by the Officer is reimbursed to the Employer.

18.2 In the case of termination of an Officer's employment, or where the Employer pays an Officer more than he is entitled to receive and the Officer is responsible for such error, section 18.1 shall not apply and the Employer shall be entitled to recuperate the total overpayment amount from the Officer or former Officer, including through his pay.

Amended by Resolution BC 2013-16

19. SPECIAL ALLOWANCE

19.1 Subject to section 19.2, an Officer assigned to work on a regular basis in a Cree Community shall receive an annual special allowance calculated as follows: $7,500.00 per year for the Officer; $1,000.00 per year for the Officer's Spouse, if applicable; and $750.00 per year for each Child of the Officer, if applicable.

19.2 The special allowance referred to in section 19.1 may not exceed $10,000.00 per Reference Year.

19.3 The amount of a special allowance referred to in section 19.1 shall be adjusted on a pro rata basis in proportion to the time worked in the Cree Community in relation to a Reference Year, if applicable.

19.4 If both members of a couple living as Spouses work for the Eeyou-Eenou Police Force or the CNG in any given year neither may receive the amounts for a Spouse and only one (1) of these two (2) individuals may obtain the additional amounts for children referred to in section 19.1.

a) In this case, the individuals concerned shall send written notice to the Employer, signed by each of them, indicating which of the two should receive the special allowance relating a Child, as applicable.

19.5 For the purposes of this section 19, a child remains a Dependant of the Officer notwithstanding the age of the child if the child is residing with the Officer or his Spouse and if the child is mentally or physically handicapped, as supported by a Medical Certificate.

19.6 A Part-time Officer or Contractual Officer shall only be entitled to a special allowance referred to in section 19.1, or a pro rata portion thereof, if he is not entitled to receive such a special allowance from another source

Amended by Resolution BC 2013-16

19.7 An Officer who is recruited from a Cree Community and is required to relocate to Amos for a full-time position shall also be entitled to receive the special allowance provided in section 19.1.

19.8 An Officer must promptly notify the Employer of any change in status that may affect the special allowance contemplated by this section 19, including the status of any of his Dependants.

Amended by Resolution BC 2013-16

20. MOVING AND RELOCATION EXPENSES

20.1 This section 20 shall apply to:

a) a Regular Officer who is subject to a Transfer by the Employer from one Cree Community to another, or between a Cree Community and another location, and who must change his residence as a consequence of such a Transfer; or,

b) a newly hired Officer who must change his residence in order to occupy the position offered, who cannot receive reimbursement of his moving expenses from another source.

20.2 An Officer contemplated by section 20.1 shall be informed of the location of his new work place upon hiring, or at a reasonable time prior to the date of his Transfer, as applicable.

20.3 Subject to the prior approval of the Police Director, a transferred or newly hired Officer may be provided with the following leaves of absence and associated benefits:

a) Unless lodging is provided by the Employer, a leave of absence with pay for a maximum of five (5) days including travel time, to find a new residence. Subject to the prior approval of the Police Director, the Employer may also reimburse the Officer's reasonable travel costs to and from the new work place, and hotel costs for a maximum of three (3) nights for himself, and if necessary, his Dependants, and the cost of meals for a maximum of three (3) days for the Officer and his Dependants, all subject to CNG policy. For clarity, such leave of absence and associated benefits shall not apply if the Employer provides lodging to an Officer.

b) A leave of absence with pay for a maximum of three (3) days in order to move to the new residence. Subject to the prior approval of the Police Director, the Employer may reimburse the reasonable travel and related meal expenses of the Officer and his Dependants to the new place of residence, according to CNG policy and subject to section 20.4.

20.4 The travel expenses contemplated by subsection 20.3 b) may include reasonable expenses relating to moving the moveable belongings of an Officer's household and related moving insurance expenses, subject to the following:

a) The Employer shall only reimburse moving expenses for which the Police Director has given his prior approval, subsequent to the Officer having provided the Employer with detailed quotes from at least three (3) moving companies, and which expenses have been incurred for the benefit of the Officer.

b) The Employer shall not pay the cost of moving any unusually large or fragile furniture, any vehicle, including a snowmobile or all-terrain vehicle, any boat, any private airCNGft or any other objects not directly related to household use.

20.5 Subject to the foregoing, the Employer shall only be responsible for reimbursing the expenses described in section 20.3 and section 20.4 to a maximum total of $4,000.00.

20.6 Notwithstanding section 20.5, but otherwise subject to the foregoing, the Employer shall only be responsible for reimbursing the Officer's expenses described in section 20.3 and section 20.4 in relation to isolated communities, being those communities which are not accessible by a year-round road system, to a maximum total of $6,000.00.

20.7 Other than the foregoing, the Employer shall not be responsible for any other moving and relocation expenses of an Officer and his Dependants.

20.8 An Officer who resigns, is dismissed, laid off or who is not retained following his probationary period shall be entitled to the same benefits as set out in section 20.4, and either section 20.5 or 20.6 as applicable, with respect to his and his Dependants' return to their Place of Origin, provided that such move occurs within two (2) weeks of the Officer's resignation, dismissal, lay-off or the end of his probationary period, as applicable.

20.9 For clarity, this section 20 shall not apply to the Temporary Assignment of an Officer.

21. TEMPORARY ASSIGNMENT EXPENSES

21.1 This section 21 shall apply to an Officer who is subject to a Temporary Assignment pursuant to section 6.1.

21.2 The Employer shall either provide or assume the cost of lodging of such Officer for the duration of the Temporary Assignment, subject to availability. In the latter case, such costs are subject to the prior approval of a Captain.

21.3 Lodging provided pursuant to section 21.2 shall be destined solely for the Officer in question and not for his Dependants. The Police Director may require such Officer to share accommodations with other individuals.

21.4 For the term of his Temporary Assignment, an Officer shall be entitled to reimbursement from the Employer for transportation costs incurred with respect to return trips to the community from which he was assigned for every full six (6) week period of the Temporary Assignment, subject to the prior approval of the Police Director.

22. TERMINATION INDEMNITY AND NOTICE

22.1 In the case of an Officer who has completed the probation period provided for in section 9, and unless such Officer is dismissed for cause, the Officer shall receive appropriate prior notice of the Employer's decision to terminate his employment, or an indemnity in lieu of notice. In the latter case, the Employer shall calculate such an indemnity according to this section 22.

22.2 As applicable pursuant to section 22.1, an Officer shall be entitled to two (2) weeks salary for each full year of uninterrupted service with the Eeyou-Eenou Police Force or one of its predecessors up to a maximum indemnity equivalent to twenty six (26) weeks salary.

a) For clarity, any termination-related indemnity paid pursuant to sections 22.1 and 22.2 shall be deemed to include any required payment in lieu of notice.

22.3 No indemnity shall be paid to an Officer who voluntarily leaves his employment with the Employer, whose employment is terminated for a disciplinary reason or whose employment is terminated pursuant to the terms of a contract or pursuant to the terms of an Officer's hiring letter.

PART IV
CONDITIONS REGARDING ANNUAL AND SHORT-TERM LEAVES

23. GENERAL PRINCIPLES FOR LEAVES

23.1 Unless otherwise provided by this By-law, an Officer shall apply for any form of leave, and all leave is subject to the prior approval of a Lieutenant.

23.2 In deciding the acceptability of an Officer's request for leave or its duration, each case shall be reviewed on its merits, taking into account any special circumstances and the employment history of such Officer.

23.3 Whenever possible, an Officer should give prior notice to his supervisor regarding any foreseeable circumstance which may give rise to an application for special leave including special family leave. Exceptionally, in an emergency, an Officer's supervisor may give him permission to be absent from work.

24. ANNUAL LEAVE

24.1 A Reference Year is a period of twelve (12) consecutive months, from April 1 of one year to March 31 of the following year, in which an Officer progressively acquires entitlement to annual paid leave.

24.2 Subject to section 24.3, an Officer shall be entitled to accumulate entitlement to annual leave in accordance with Schedule 2 on the basis of his years of service with the EEPF or one of its predecessors contemplated by section 40.1, or seniority with another police force as so recognized by the CNG Management Committee at its discretion, as of April 1 of a given Reference Year.

Amended by Resolution BC 2013-16

24.3 An Officer who has not yet accumulated one (1) year of uninterrupted service with the Eeyou-Eenou Police Force or one of its predecessors contemplated by section 40.1, as of April 1 of a given Reference Year, shall acquire pro-rated entitlements to annual leave calculated according to the number of days between the date of his hiring and the following March 31 and the applicable ratio provided in Schedule 2. Such Officer shall be entitled to take this acquired annual leave in the following Reference Year.

24.4 An Officer's annual leave must be taken within (12) months following the end of a Reference Year.

a) Exceptionally, with the approval of the Police Director, an Officer may take his annual leave in the next Reference Year on the basis of extraordinary circumstances.

24.5 An Officer shall make his request for annual leave to the Employer no later than March 31 of each Reference Year. Within sixty (60) days of receipt of such request, a Lieutenant may either approve or modify it, in order to ensure adequate levels of police services.

Amended by Resolution BC 2013-16

24.6 An Officer shall receive at least two (2) weeks notice prior to the commencement of his annual leave, unless otherwise agreed to by a Lieutenant.

Amended by Resolution BC 2013-16

24.7 In no event shall an Officer receive monetary compensation in lieu of untaken annual leave days during the term of his employment.

24.8 In the event that an Officer is absent owing to illness, accident or maternity, paternity or parental leave during a Reference Year, such Officer is entitled to benefit from annual leave normally accumulated within that Reference Year as if the Officer had been

working during the period of such absence.

24.9 An Officer shall take his annual leave in periods of at least five (5) consecutive days. Any remaining period of less than five (5) days must be taken consecutively, unless otherwise approved by an Officer's immediate supervisor.

24.10 An Officer may not take his annual leave between the Sunday before Christmas and the Sunday after New Year's Day.

a) A Lieutenant may, at his sole discretion, exceptionally allow an Officer to take annual leave during this period.

Amended by Resolution BC 2013-16

24.11 Pursuant to subsection 34.2.1, for the purposes of determining an Officer's annual leave entitlements pursuant to Schedule 2, time taken as Leave with Deferred Salary shall not be considered as months of service.

25. CULTURAL LEAVE

25.1 The Employer respects and encourages its Cree Officers to respect their cultural traditions, including taking leave in relation to Cree traditional activities in Cree territory.

25.2 A Lieutenant shall attempt to accommodate and take appropriate measures to facilitate the taking of such Cultural Leaves by its Cree Officers, subject to the following:

a) Policing services shall be maintained in accordance with applicable legislation;

b) A Cree Officer regularly working eight (8) hour shifts shall be entitled to five (5) paid days of Cultural Leave, in addition to annual leave (section 24) and statutory holidays (section 26)

c) A Cree Officer regularly working nine (9) hour shifts shall be entitled to four (4) paid days of Cultural Leave, in addition to annual leave (section 24) and leave in lieu of statutory holidays (section 26);

d) A Cree Officer regularly working twelve (12) hour shifts shall be entitled to three (3) paid days of Cultural Leave, in addition to annual leave (section 24) and leave in lieu of statutory holidays (section 26); and

e) Days of Cultural Leave cannot be carried over from one Reference Year to another and in no event shall an Officer receive monetary compensation for untaken days of Cultural Leave during the term of his employment.

Amended by Resolution BC 2013-16

25.3 Any difficulty resulting from the application of this section 25 shall be resolved by the Police Director.

26. STATUTORY HOLDIAYS AND LEAVE IN LIEU OF STATUTORY HOLIDAYS

26.1 An Officer regularly working 9-eight (8) hour shifts shall be entitled to the statutory holiday days contemplated by CNG human resources policy, including the National Holiday, as of the coming into force of this By-law.

Amended by Resolution BC 2013-16

26.2 An Officer regularly working 9-hour shifts shall be entitled to 8 days of leave each Reference Year in lieu of statutory holidays, including the National Holiday, as of the coming into force of this By-law.

26.3 An Officer regularly working twelve (12) hour shifts shall be entitled to 9 days of leave each Reference Year in lieu of statutory holidays, including the National Holiday, as of the coming into force of this By-law.

26.4 Contractual Officers and Part-time Officers shall not be entitled to take leave in lieu of payment of statutory holidays

Amended by Resolution BC 2013-16

26.5 Contractual Officers and Part-time Officers shall be paid an indemnity equal to one day of work for each statutory holiday provided by the applicable legislation, whether or not they work on such day. For clarity, Contractual Officers and Part-time Officers who work on such a statutory holiday shall be entitled to this indemnity, in addition to their regular salary for working on that day.

Amended by Resolution BC 2013-16

26.6 Days of leave in lieu of statutory holidays cannot be carried over from one Reference Year to another and in no event shall an Officer receive monetary compensation for untaken days of leave in lieu of statutory holidays during the term of his employment.

27. SPECIAL FAMILY LEAVE

Bereavement

27.1 An Officer's entitlement to special family leave with pay for bereavement shall be as follows:

a) In the event of the death of his Spouse or Child, he shall be entitled to five (5) working days, including the day of the funeral.

b) In the event of the death of his father, mother or sibling, he shall be entitled to three (3) working days, including the day of the funeral.

c) In the event of the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law or grandchild, he shall be entitled to three (3) working days, including the day of the funeral.

27.1.1 At the sole discretion of the Police Director, an Officer who finds it impossible to return to work following the expiration of the special family leave for bereavement may be

granted additional time without pay.

Officer's Marriage/Divorce

27.2.1 In the case of Contractual Officers and other Officers with less than one (1) year of continuous employment, an Officer may be granted up to one (1) working day with pay as special family leave for the purpose of getting married or entering into a civil union.

27.2.2 After the completion of one (1) year of continuous employment, an Officer may be granted up to three (3) working days with pay as special family leave for the purpose of getting married or entering into a civil union.

27.2.3 In order to be eligible for the leave specified in subsection 27.2.1, an Officer shall provide his supervisor with at least fourteen (14) days notice of his intention to apply for this marriage/civil union leave.

27.2.4 Additional working days to be taken in excess of the leave specified in subsection 27.2.1 shall be requested as annual leave pursuant to section 24.

27.2.5 In the event of an Officer's divorce, a Captain, at his sole discretion, may grant the Officer one (1) day without pay, if court attendance is required.

28. MATERNITY, PATERNITY AND PARENTAL LEAVE

General Provisions

28.1.1 An Officer on maternity, paternity or parental leave may make an application on his own behalf for benefits under the Québec Parental Insurance Plan.

Amended by Resolution BC 2013-16

28.1.2 An Officer must give written notice to his Lieutenant at least three (3) weeks before the date of the anticipated departure.

Amended by Resolution BC 2013-16

28.1.3 The provisions of this section 28 regarding maternity, paternity and parental leave are subject to change according to applicable legislation and regulations. In the case of inconsistency between the provisions of this section 28 and applicable legislation and regulations, the latter shall prevail.

Amended by Resolution BC 2013-16

Reassignment and Preventive Leave

28.2.1 An Officer who is pregnant or nursing may make a reassignment request to the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the foetus or child.

28.2.2 Such a reassignment request must be made to the Employer and accompanied by a Medical Certificate indicating the potential risk and the activities or conditions to avoid

in order to eliminate the risk.

28.2.3 Upon receipt of such a reassignment request, the Employer shall examine the request with the Officer and, where reasonably feasible, shall grant such request.

28.2.4 An Officer who has made a reassignment request shall be entitled to a leave of absence with pay until the Employer informs her in writing of his decision.

28.2.5 An Officer whose reassignment request is granted shall continue to receive her regular wages and benefits.

28.2.6 An Officer whose reassignment request is not granted shall be granted a leave of absence without pay for the duration of the risk indicated in the Medical Certificate.

28.2.7 Notwithstanding subsection 28.2.3, an Officer who is pregnant or nursing shall be granted a preventive leave if she provides the Employer with a Medical Certificate indicating that she is unable to work due to the pregnancy or nursing and indicating the duration of that inability.

28.2.8 An Officer whose job functions have been modified, who has been reassigned or who is on a preventive leave shall promptly, but in no event with less than two (2) weeks notice, inform the Employer of any change in her health condition and provide a Medical Certificate to this effect.

28.2.9 The Employer may require a pregnant or nursing Officer to attend a medical examination with its designated physician if the Officer appears unable to perform an essential function of her job.

28.2.10 If the designated physician determines that the Officer is unable to perform an essential function of her job, the Employer may reassign her or put her on an unpaid preventive leave during the period of this inability.

Maternity Leave

28.3.1 An Officer who provides a Medical Certificate certifying that she is pregnant, shall be granted a maternity leave without pay of up to eighteen (18) consecutive weeks.

28.3.2 The maternity leave may not begin earlier than sixteen (16) weeks prior to the estimated due date and may not end later than eighteen (18) weeks following the actual date of birth.

Paternity Leave

28.4.1 An Officer who provides a Medical Certificate certifying that his Spouse is pregnant, shall be granted a paternity leave without pay of up to five (5) consecutive weeks.

28.4.2 The paternity leave may not begin earlier than the week of the actual date of birth and may not end later than fifty-two (52) weeks following the actual date of birth.

Parental Leave

28.5.1 An Officer shall be granted a parental leave without pay of up to fifty-two (52) consecutive weeks to care for his new-born Child.

28.5.2 The leave of absence may only be taken during the seventy (70) week period beginning on the day of such Child's birth, or on the day the Child comes into the care of the Officer, as applicable.

28.5.3 The aggregate amount of leave that may be taken by two Officers or Senior Officers who are spouses for maternity and parental leave in respect of the same birth or adoption shall not exceed seventy (70) weeks.

28.5.4 An Officer with a minimum of sixty (60) days of continuous service is entitled to five (5) days paid leave and two (2) additional unpaid days for travel purposes to attend the birth, or adoption, of his Child, as applicable.

28.5.5 A Regular Officer who becomes a grandparent, by birth or by adoption, is entitled to three (3) days paid leave for the same purpose.

Reinstatement and Benefits Continuation

28.6.1 An Officer on maternity, paternity or parental leave must give written notice to the Employer indicating the date he will return to work at least twenty-one (21) days prior to such date, and preferably twenty-eight (28) days prior to such date.

Amended by Resolution BC 2013-16

28.6.2 An Officer who takes a maternity, paternity or parental leave is entitled to be reinstated in the position that the Officer occupied prior to such leave.

28.6.3 Where for any valid reason the Employer cannot reinstate an Officer in his previous position, the Officer shall be reinstated in a comparable position with the same salary and benefits.

28.6.4 Upon reinstatement, the Officer is entitled to receive the salary and benefits that the Officer would have been entitled to receive had the Officer been working during such leave.

28.6.5 The benefits and the continuous service of an Officer who takes a maternity, paternity or parental leave shall accumulate during the entire period of such leave.

28.6.6 As applicable, where continued shared contributions are required from an Officer during such leave, the Officer must continue to pay those contributions, unless the Officer notifies the Employer of his intention to discontinue contributions during that period. The Officer's failure to pay those contributions shall have the effect of discontinuing his shared benefits during such leave.

28.6.7 Provided that an Officer's applicable contributions are made, the Employer shall continue to pay its contributions with respect to an Officer's benefits during the leave in question.

29. LEAVE FOR FAMILY RESPONSIBILITIES

29.1 An Officer may be absent from work, without pay, for up to ten (10) days per year to fulfil obligations relating to the care, health or education of his Child or the Child of his Spouse, or because of the state of health of his Spouse, father, mother, sibling or one of his grandparents.

Amended by Resolution BC 2013-16

29.2 In the case of a Regular Officer, up to three (3) of the ten (10) days contemplated by section 29.1 may be taken as part of the paid sick leave contemplated by section 31.1 where the obligations are related to the health of his Child under sixteen (16) years old.

Amended by Resolution BC 2013-16

29.3 An Officer is required to notify his Lieutenant as soon as possible of an absence contemplated by this section 29 and to take the reasonable means at his disposal to limit the taking and the duration of the leave.

Amended by Resolution BC 2013-16

30. SPECIAL LEAVE

Moving

30.1.1 When an Officer moves from one residence to another, the Officer may be granted one (1) day of leave with pay per year, subject to the approval of his lieutenant.

a) Such leave shall not be combined with the leave provided for by section 20.3, if applicable.

Amended by Resolution BC 2013-16

Voting

30.2.1 An Officer is entitled to sufficient time to allow him to exercise his right to vote during polling hours.

30.2.2 For provincial and federal elections, the Employer must ensure that an Officer has at least four consecutive hours to vote while the polling stations are open.

30.2.3 The period which the Employer shall provide to the Officer for voting shall be determined at the discretion of his supervisor.

Court Attendance

30.3.1 Where an Officer has been subpoenaed to appear as a witness in connection with a judicial proceeding in which he is not a party or which is not related to his professional duties, he shall be granted time to testify in accordance with the subpoena, the whole without pay.

30.3.2 Special leave is not applicable in the case of an Officer who is a party to a judicial proceeding and by virtue of which he is required to appear in court.

a) In such cases, the Officer may apply for annual leave or a leave of absence without pay and a Captain may, at his discretion, accept or refuse this application.

30.3.3 Court attendance directly related to an Officer's professional duties is considered part of his functions as an EEPF Officer and is not considered as leave for the purposes of this section 30.

30.3.4 The payment of an indemnity or a reimbursement of expenses, if any, to an Officer or former Officer of the EEPF who is required to attend Court in relation to his professional duties as a peace officer with the EEPF or another police force shall be subject to the applicable EEPF human resources policies.

Amended by Resolution BC 2013-16

31. SICK LEAVE

31.1 On April 1 of each Reference Year, a Regular Officer shall be credited with one hundred and eight (108) hours of sick leave per year, independently of his work schedule (8, 9 or 12-hour shifts). An Officer on probation accumulates nine (9) hours of sick leave per month of work with the EEPF, subject to the following:

a) Sick leave hours may only be used for the purpose of illness or injury, and cannot be carried over from one Reference Year to the next; and

b) Unused sick leave hours shall be considered to be cancelled without compensation on March 31 of the Reference Year in which they were accumulated.

Amended by Resolution BC 2013-16

31.2 An absence of three (3) consecutive days or more by an Officer for illness or injury shall require the presentation of a Medical Certificate. The Employer reserves the right to contest such Medical Certificate and to have such Officer examined by its own medical experts.

a) At its sole discretion, the Employer may request a Medical Certificate for an absence of one day.

Amended by Resolution BC 2013-16

31.3 An Officer who is frequently absent for one (1) or two (2) day periods throughout the year may be required to undergo a full medical examination to determine if he is fit for his duties, in accordance with EEPF human resources policies.

Amended by Resolution BC 2013-16

31.4 In the event of an Officer's resignation or the termination of his employment, any of his remaining sick leave days shall be deemed to have no monetary value and in no circumstances shall he receive compensation for them.

31.5 In the event that an Officer is absent from work due to illness or injury for five (5) or more consecutive days, the Officer's group insurance plan may apply, in which case the Officer shall be paid in accordance with its terms.

a) An Officer may not use sick leave days where it is possible for him to receive benefits pursuant to his group insurance plan.

32. HOME LEAVE

32.1 Except for an Officer entitled to transportation expenses pursuant to section 21.4, in the event that the Employer effects the Transfer of an Officer to a location other than his Place of Origin, the Employer shall reimburse the Officer for his reasonable expenses and those of his Dependants, as applicable, relating to return trips to the Officer's Place of Origin, subject to the provisions of this section 32.

a) An Officer residing in a Cree Community at the time of his engagement and assigned to a full-time position in a location other than a Cree Community shall also be reimbursed by the Employer for his reasonable expenses relating to return trips to his Place of Origin, subject to the provisions of this section 32.

32.2 The Employer shall reimburse such Officer's incurred, reasonable travel expenses to his Place of Origin as contemplated in section 32.1, up to a maximum of three (3) return trips per Reference Year, and subject to the following:

a) The Officer's Place of Origin must be at least one hundred (100) kilometres from the Cree Community or location of Transfer;

b) the reimbursement of these expenses shall be subject to the Employer's prior approval;

c) The Employer shall only reimburse such home leave expenses to a maximum of $4,000 per Reference Year per family unit composed of an Officer, his Spouse and any Child;

d) The Employer shall only reimburse travel expenses of an Officer's Dependants where such Dependants reside with him in the Cree Community or location of Transfer and where they accompany the Officer on the trip in question;

e) An Officer shall inform the Employer of his Place of Origin at the time of his hiring or at the time of the coming into force of this By-law, as applicable;

f) The number of home leaves to which an Officer shall be entitled shall be calculated on the basis of his time worked in the location of Transfer in relation to a given Reference Year.

32.3 The proposed dates of a return trip contemplated by section 32.2 must be requested by an Officer and approved by the Police Director at least two (2) weeks prior to the proposed date of departure, and shall coincide with the approved leave schedule of the Officer. The Employer shall not provide any other leave in relation to such home leaves.

32.4 If both members of a couple living as Spouses are working for the Eeyou-Eenou Police Force or the CNG, they and their Dependants may only collectively benefit from a maximum of three (3) trips per year, to a total maximum of $4,000 for these individuals per Reference Year.

32.5 An Officer who fails to take, or who is unable to take, the return trips contemplated by section 32.2 shall not be entitled to any form of compensation in lieu thereof.

PART V
LEAVES WITH DEFERRED SALARY, LEAVES OF ABSENCE WITHOUT PAY AND SHORT-TERM LEAVE FOR TRAINING PURPOSES

33. LONG-TERM LEAVE - GENERAL

33.1 Leaves with Deferred Salary leave and leave without pay contemplated by section 34.1 and section 35 respectively, may be granted at the discretion of the Police Director in consideration of the need to minimize disruption to the delivery of police services and in accordance with the approved budget for the Eeyou- Eenou Police Force and Part V of this By-Law.

33.2 The Police Director and a Regular Officer who is granted such a leave shall sign an agreement containing the terms and conditions of the leave.

33.3 The Employer may require an Officer who took an authorized leave of absence to provide appropriate confirmation that he is still capable of performing his duties upon his return.

34. LEAVE WITH DEFERRED SALARY

Application

34.1.1 An Officer with at least five (5) years of continuous service with the EEPF may apply for a Leave with Deferred Salary of either three (3), six (6) or twelve (12) months, which is a leave taken subject to salary deferral as outlined in section 34.3.

34.1.2 An application contemplated by subsection 34.1.1 may be granted at the discretion of the Police Director.

34.1.3 An Officer who has been granted long term Leave with Deferred Salary shall notify the Police Director in writing of his planned return to work at least sixty (60) days prior to the anticipated date of his return to work.

34.1.4 An Officer granted Leave with Deferred Salary pursuant to this Part V shall be required to utilize the full term of the sabbatical leave.

34.1.5 An Officer who has completed a Leave with Deferred Salary shall not be eligible to apply for another such leave until he has completed a minimum of five (5) additional years of continuous service with the EEPF, from the date of his return to work.

Impact of the Leave with Deferred Salary

34.2.1 For the purposes of determining an Officer's remuneration pursuant to section 13, and for the purposes of determining his entitlements to seniority premiums (section 15), night shift premiums (section 16) and annual leave (section 24), time taken as Leave with Deferred Salary shall not be considered as months of service.

34.2.2 For the duration of the Leave with Deferred Salary, the Officer's and Employer's respective contributions to his pension plan, group insurance plan, Employment Insurance (EI) and CSST deductions shall continue and shall be calculated on the basis of the percentage of the salary the Officer receives pursuant to section 34.3.

34.2.3 Any existing arrangements for salary deductions including rent, user fees, savings bonds and other deductions shall continue during the sabbatical leave.

34.2.4 Subject to subsection 34.2.1, during the term of his Leave with Deferred Salary an Officer shall retain his level of seniority and upon his return to duties he shall continue to accumulate seniority.

34.2.5 An Officer shall not work for another employer during his Leave with Deferred Salary.

Modalities of Leave with Deferred Salary

34.3.1 At the request of a Regular Officer who has been granted a Leave with Deferred Salary, the Employer may withhold a percentage of the Officer's salary (a minimum of 10% and a maximum of 33%) as deferred salary.

a) This percentage shall be calculated on the basis of such Officer's regular gross salary.

34.3.2 A Regular Officer's request shall be made in writing, indicating the desired percentage of his salary deferral, the duration of such deferral and the desired date of commencement of such deferral.

a) The Officer shall provide such request to the Police Director at least thirty (30) days prior to the desired date of commencement of the deferral.

34.3.3 A Regular Officer may cancel his salary deferral pursuant to this section 34.3 at any time by providing notice to the Police Director at least thirty (30) days prior to the desired date of such cancellation, following which the accumulated deferred salary amounts shall be remitted to the Officer.

34.3.4 In the event that a Regular Officer's employment is terminated during the course of his Leave with Deferred Salary, the Employer shall remit the accumulated deferred salary amounts to him, with applicable interest.

35. LEAVE OF ABSENCE WITHOUT PAY

35.1 The Management Committee may, at its discretion, grant a Regular Officer who has accumulated at least three (3) years of continuous service a full-time or part-time long term leave of absence without pay.

a) Such a leave of absence shall be for a minimum of three (3) months and a maximum of twelve (12) consecutive months, though it may be renewed in exceptional circumstances.

b) Such a leave of absence may be used to allow a Regular Officer to accompany his Spouse, where the latter's place of work has temporarily or permanently changed.

c) Such a leave of absence may also be used for a compassionate leave of up to twelve (12) weeks to provide care or support to a family member contemplated by sub-section e) who has a serious medical condition. To be eligible for this leave, the Officer must provide a Medical Certificate stating that such family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued, or from the date the leave was commenced if this date was prior to the issuance of the Medical Certificate.

d) Such compassionate leave may only be taken in one (1) week increments. The period in which the leave of absence may be taken ends when either the family member dies or the twenty-six (26) week period has expired, whichever comes first.

e) For the purposes of compassionate leave contemplated by this section 35, a family member is defined as: the Child or Spouse of the Officer; his parent; his sibling; one of his grandparents; or a comparable family member of his Spouse.

Amended by Resolution BC 2013-16

35.2 A Regular Officer who has been granted a leave of absence pursuant to section 35.1 shall not be eligible to apply for another such leave until he has completed a minimum of three (3) additional years of continuous service with the EEPF, from the date of his return to work.

35.3 A request to obtain or renew a leave of absence without pay pursuant to section 35.1 shall be made in writing to the Police Director at least sixty (60) days prior to the commencement or renewal of such leave.

a) Such request shall specify the reasons for the leave and the dates of its commencement and termination.

35.4 A request for a part-time leave without pay, whereby a Regular Officer temporarily performs his duties on a part-time rather than a full-time basis, shall specify the requested schedule of such leave.

a) Upon approval of such request by the Police Director, the Employer shall enter into an agreement with the Officer regarding the terms and conditions of the leave, including the applicable schedule.

35.5 An Officer who uses his leave of absence for purposes other than those stated in his request pursuant to section 35.3 shall be considered to have resigned as of the date of commencement of the leave of absence.

35.6 Subject to the written consent of the Police Director, an Officer may terminate his leave of absence without pay before the anticipated date of its termination, by providing written notice of such request to the Employer thirty (30) days prior to the desired date of his return to work.

35.7 Upon completion of the leave of absence in accordance with this section 35, the Officer shall be reinstated to the position he held at the time of his departure.

35.8 An Officer on a leave of absence without pay may not make contributions to the group insurance and pension plans during the term of such leave, and he shall not be covered by these plans during the term of this leave.

35.9 During the term of his leave without pay an Officer shall retain his level of seniority and upon his return to duties he shall continue to accumulate seniority.

36. LEAVE FOR TRAINING PURPOSES

36.1 The Police Director may require an Officer to take a short-term leave with pay for police training purposes at any time, and such police training is considered an integral part of the functions of an Officer of the EEPF.

36.2 For each day of such training, an Officer shall be compensated for a regular shift (either (8), nine (9) or twelve (12) hours, as applicable), regardless of the number of hours spent at the training.

36.3 The working schedule of the Officer in question will be adjusted, if necessary, so that the required training shall fall within his regular hours of work.

PART VI
TRANSITIONAL PROVISIONS

37. CONDITIONS FOR RETURNING TO WORK

37.1 The Employer may require an Officer who took an authorized leave of absence from his employment with a predecessor of the EEPF to provide appropriate confirmation that he is still capable of performing his duties upon his return.

38. APPLICATION

38.1 Unless specifically provided otherwise, this Part VI applies to an Officer who was working as a police officer for a Cree Community police force or a police officer providing policing services in Ouje-Bougoumou immediately before commencing his employment with the Employer. This Part VI also applies to a person who was working as a special constable for a Cree Community police force or who was working as a special constable providing policing services in Oujé-Bougoumou and who was subsequently hired by the CNG to work for the EEPF as a police officer in conformity with the Modalities Agreement.

Amended by Resolution BC 2013-16

38.2 Sections 40 and 41 shall not apply to Contractual Officers.

39. REMUNERATION, SENIORITY AND PROMOTIONS

39.1 An individual contemplated by section 38.1 shall, upon the coming into force of this Bylaw, retain his level of seniority accumulated during his previous employment with a Cree Community police force or in providing policing services in Ouje-Bougoumou, for the purposes of determining his remuneration pursuant to section 13.

39.2 This level of seniority shall be calculated on the basis of the number of continuous years of service with a previous employer contemplated by section 39.1.

a) At the Employer's sole discretion, it may recognize an Officer's non-continuous years of service with a Cree Community police force or in providing policing services in Ouje-Bougoumou for the purposes of calculating his seniority, provided that the period of non-employment was not greater than twenty-four (24) months.

39.3 The seniority of a person contemplated by section 13.3 which is recognized by the CNG Management Committee shall also be used to determine his remuneration pursuant to section 13.

Amended by Resolution BC 2013-16

39.4 Any Promotion of an individual contemplated by section 38.1 by his previous employer made after March 31, 2008 shall not be recognized by the Employer or considered in the determination of his remuneration pursuant to section 13.

40. ANNUAL LEAVE

40.1 An individual contemplated by section 38.1 shall, upon the coming into force of this Bylaw, retain his level of seniority accumulated during his previous employment with a Cree Community police force or in providing policing services in Ouje-Bougoumou for the purposes of determining his annual leave pursuant to section 24.

40.2 An Officer shall begin to accumulate annual leave as of the date of the coming into force of this By-Law.

40.3 Subject to any agreement between the Employer and the local government of a Cree Community in relation thereto, any vacation pay or annual leave days accumulated by an individual contemplated by section 38.1 prior to the date of the coming into force of this By-Law in relation to his previous employment with a predecessor of the EEPF contemplated by section 39.1, shall not be the responsibility of the Employer.

40.4 The seniority of a person contemplated by section 24.2 which is recognized by the CNG Management Committee shall also be used to determine his annual leave pursuant to section 24

Amended by Resolution BC 2013-16

41. SICK LEAVE

41.1 An Officer shall begin to accumulate sick leave as of the date of the coming into force of this By-Law.

41.2 Any sick leave accumulated by an individual contemplated by section 38.1 prior to the date of the coming into force of this By-Law in relation to his previous employment with a predecessor of the EEPF contemplated by section 39.1 shall not be the responsibility of the Employer.

42. OVERTIME

42.1 An Officer shall begin to accumulate overtime as of the date of the coming into force of this By-Law.

42.2 Any overtime accumulated by a an individual contemplated by section 38.1 prior to the date of the coming into force of this By-Law in relation to his previous employment with a predecessor of the EEPF contemplated by section 39.1 shall not be the responsibility of the Employer.

Schedule 1

SALARY STRUCTURE FOR EEYOU-EENOU POLICE FORCE OFFICERS

SALARY REGULARLY WORKING 9-HOUR AND 12-HOUR SHIFTS S SALARY Starting Starting Salary $40,128 1 After 12 months $45,301 2 After 24 months $51,144 3 After 36 months $57,735 4 After 48 months $62,927 5 After 60 months $68,594 6 After 72 months $69,965 Salary Structure of Court Liaison Officers S SALARY 3 After 36 months $59,924 4 After 48 months $65,314 5 After 60 months $71,196 6 After 72 months $72,619 Salary Structure of an Investigator, an Investigator-Advisor and Crime Scene Technician and a Crime Intelligence and Prevention Technician S SALARY Starting Starting Salary $40,128 Amended by Resolution BC 2013-16

Schedule 2

ANNUAL LEAVE ENTITLEMENT FOR EEYOU-EENOU POLICE FORCE OFFICER

(, ( ) ( ) ( ) A 1 O O O R Y) (8) (9) (12) Less than 1 year Pro-rated Pro-rated Pro-rated (364 days of service = (364 days of service = (364 days of service = 18 annual leave days) 16 annual leave days) 13 annual leave days) 1 to 15 years 21 18 14 16 to 17 years 22 19 15 18 years 23 20 16 19 years 24 22 17 20 to 21 years 25 23 18 22 to 23 years 26 24 19 24 to 26 years 27 25 20 27 to 28 years 29 27 22 29 to 30 years 20 28 23 31 years 31 29 24 Amended by Resolution BC 2013-16

Schedule 3

Sample Work Schedules of Officers

Amended by Resolution BC 2013-16

Adopted: December 16, 2010

Paul John Murdoch, Corporate Secretary