

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE NASKAPI VILLAGE OF KAWAWACHIKAMACH
FOR THE PERIOD FROM
APRIL 1ST, 2014 TO MARCH 31ST, 2015**

**AGREEMENT ON THE PROVISION OF POLICING SERVICES
IN THE MUNICIPALITY OF KAWAWACHIKAMACH
FOR THE PERIOD FROM April 1st, 2014 TO March 31st, 2015**

AMONG

THE NASKAPI VILLAGE OF
KAWAWACHIKAMACH
represented by the Mayor
(hereinafter referred to as the "The Municipality")

AND

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA
represented by the Minister of Public Safety and
Emergency Preparedness
(hereinafter referred to as "Canada")

AND

THE GOVERNMENT OF QUEBEC
represented by the ministre de la Sécurité publique,
the ministre responsable des Affaires
intergouvernementales canadiennes et de la
Francophonie canadienne, and by the ministre
responsable des Affaires autochtones
(hereinafter referred to as "Quebec")

(hereinafter collectively referred to as the "Parties")

WHEREAS the Parties agree on the importance that the Municipality provide professional policing services that are dedicated and responsive to the needs and culture of the Municipality of Kawawachikamach (hereinafter referred to as the "Municipality"), in accordance with the applicable statutes and regulations;

WHEREAS Canada and Quebec, while respecting their own jurisdictions, shall provide a financial contribution for the expenses incurred by the Municipality to establish and maintain policing services within the Municipality being served;

AND WHEREAS Canada shall provide its share of the financial contribution under this Agreement in accordance with its First Nations Policing Program (FNPP) and in compliance with the policies and terms and conditions related thereto.

CONSEQUENTLY, the Parties agree as follows:

PART I INTERPRETATION PROVISIONS

1.1 DESCRIPTION OF THIS AGREEMENT

This Agreement, including the Preamble and Schedules A (Police Force Budget), C (Due Dates), G (Regulation on Internal Discipline), and H (Model for Provisions Applicable to Criminal Allegation Cases), that forms an integral part of this Agreement, constitutes the entire agreement among the Parties and supersedes all previous and subsequent documents, negotiations, understandings and undertakings.

Schedules B (Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding), D (Unexpended Funding Statement), E (Cash Flow Statement), F (Territory Map), are attached for information purposes only.

1.2 APPLICABLE LEGISLATION

This Agreement shall be governed by and interpreted in accordance with the laws in force in the province of Quebec.

1.3 DECLARATION OF NULLITY, INVALIDITY OR INAPPLICABILITY BY A COMPETENT COURT

Should any provision of this Agreement be declared null, void or inapplicable by a competent court, all other provisions of this Agreement not related to the provision declared null, void or inapplicable shall retain full force and effect; moreover, the Parties agree to remedy such nullity, invalidity or inapplicability as soon as possible so that the Agreement's objectives can be achieved.

1.4 LEGAL SCOPE OF THE AGREEMENT

1.4.1 This Agreement shall not serve to recognize, define, affect, limit or create Aboriginal rights or treaty rights. It shall not be interpreted to be an agreement or treaty within the meaning of section 35 of the *Constitution Act, 1982* (R.S.C. 1985 app. II, n. 44).

1.4.2 This Agreement shall not serve to create a partnership, an association, a joint venture, or an employer-employee or agency relationship among the Parties.

1.4.3 The territory covered by this agreement is as follows:

« The territory of the community of Kawawachikamach, being Category IA-N and Category III lands situated within their perimeter as defined in accordance with the *Act respecting the land regime in the James Bay and New Québec territories* (R.L.R.Q. ch. R-13.1) and the *Cree-Naskapi (of Québec) Act* S.C. 1984, ch. 18»

The Parties agree that if Canada, Quebec and the Municipality agree in writing to extend the territory, they shall discuss the amendments required to this Agreement to fund the policing services therein.

The territorial description applies strictly to this Agreement and is without prejudice to the respective positions of the Municipality, Canada and Quebec with regard to the Municipality's territorial boundaries.

1.4.4 The Agreement is binding upon the successors and assigns of the Parties.

1.5 PURPOSES OF THE AGREEMENT

The purposes of this Agreement are as follows:

- a) to maintain the "Police Force of Kawawachikamach" (hereinafter referred to as the "Police Force") that will be responsible for ensuring the provision of policing services in the Municipality, in accordance with the *Police Act* (CQLR, chapter P-13.1);
- b) to provide a contribution from Canada and Quebec for the funding of the policing services covered by this Agreement.

PART II
PROVISION OF POLICING SERVICES

2.1 ESTABLISHMENT AND ADMINISTRATION OF THE POLICE FORCE

- 2.1.1 The Police Force shall consist of a minimum of four (4) officers (full-time equivalent positions), including the Chief of Police.

The Police Force shall be assisted in its work by support staff.

- 2.1.2 The Municipality shall be responsible for the establishment and administration of the Police Force. It shall be the employer of the members of the Police Force, including the Chief and support staff, and shall also be responsible for their appointment. The Municipality shall draw up their employment contracts, including paragraph 5.4.2 of this Agreement.
- 2.1.3 The Municipality may establish internal policies and procedures for the administration of the Police Force.

2.2 MISSION AND RESPONSIBILITIES OF THE POLICE SERVICE

- 2.2.1 The mission of the Police Force is outlined in sections 48 et 69 of the *Police Act*.

- 2.2.2 In order to provide policing services within the territory described in paragraph 1.4.3 and in compliance with the principles set out in section 48, paragraph 2, of the *Police Act*, the Police Force shall be responsible for:

- a) ensuring a police presence that makes it possible to respond to requests for assistance in a reasonable time;
- b) conducting investigations, which includes securing the crime scene, identifying the complainant and witnesses, taking statements, gathering clues and evidence, arresting the suspect, if possible, issuing statements of offence and making follow-up court appearances;
- c) implementing crime prevention measures and programs.

- 2.2.3 In police investigations and operations, the Chief of Police and police officers shall act freely and independently. Accordingly, the Municipality, its employees and any organization established by the Municipality shall not attempt to interfere with or give any instruction, directly or indirectly, to members of the Police Force or its Police Director.

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- 2.2.4 The Parties recognize that effective policing services require mutual assistance and operational cooperation among the various police authorities that operate in Quebec, in accordance with their respective mandates and the applicable laws.
- 2.2.5 This Agreement does not aim to change the mandate of the Royal Canadian Mounted Police (RCMP) or the Sûreté du Québec (SQ) under the applicable legislation.

2.3 HIRING STANDARDS AND REQUIRED QUALIFICATIONS

- 2.3.1 The Police Director shall hire members of the Police Service in accordance with the standards set out in section 115 of the *Police Act* and any regulation made under section 116 of that Act.

If the candidate has completed basic training in police patrolling at an institution other than the École nationale de police du Québec (ENPQ), the Municipality shall ensure, prior to hiring, that the candidate has submitted proof of equivalency recognized by the ENPQ pursuant to section 15 of the By-law to Establish the Training Plan Regulation of the École Nationale de Police du Québec (CQLR, chapter P-13.1, r. 4).

- 2.3.2 In addition to meeting the hiring standards and required qualifications, the candidate selected by the Municipality for the position of Police Director must possess relevant experience in managing a police service. The Municipality shall give preference to candidates who have a university degree or a certificate in police management, granted or recognized by the ENPQ, or, failing that, shall ensure that the candidate obtains such a degree or diploma in a reasonable time.
- 2.3.3 The Police Director shall ensure that members of the Police Service's support staff have good moral character and the qualifications needed to work in environments where confidential information is kept.

2.4 SPECIAL PROVISIONS FOR OBTAINING THE STATUS OF POLICE OFFICER

- 2.4.1 Auxiliary police officers employed when this Agreement comes into effect and appointed under previous agreements on the provision of policing services shall obtain the status of police officer. This recognition is valid only if they maintain their employment with the Municipality as peace officers.
- 2.4.2 The special constables appointed under section 107 of the *Police Act* and employed when this Agreement comes into effect shall obtain the status of police officer. This recognition is valid only if they maintain their employment with the Municipality as peace officers.

2.5 SWEARING IN

The Director of Police shall take the oaths set out in schedules A and B of the *Police Act* before the Mayor, while the other police officers shall take the same oaths before the Director of Police.

2.6 REGISTER

2.6.1 The Municipality shall maintain an up-to-date register of members of the Police Service that includes the following information:

- a) swearing-in date;
- b) employment start date (and end date, if applicable);
- c) job description (duties, full-time, part-time job (number of hours));
- d) class 4A driver's licence number and expiry date;
- e) diploma(s) and/or equivalency recognized by the ENPQ and date(s) obtained;
- f) title of professional firearms certification(s) and recertification(s) and date(s) obtained;
- g) title of professional pepper spray certification(s) and recertification(s) and date(s) obtained;
- h) title of professional conducted energy device certification(s) and recertification(s) and date(s) obtained;
- i) title of any other relevant certification involving intermediary weapons, including "expandable baton," and date(s) obtained.

2.6.2 For each member of the Police Force, all supporting documents shall be kept in a personal file, under lock and key, and a copy of each file shall be sent promptly to the Quebec Ministère de la Sécurité publique (MSP). A copy of any supporting document shall also be sent promptly to the MSP on request.

2.7 ETHICS AND INTERNAL DISCIPLINE

2.7.1 The Municipality shall adopt a regulation on internal discipline with which police officers, including the Police Director, must comply, in addition to the obligations set out in the Code of Ethics of Québec Police Officers (CQLR, chapter P-13.1, r.1).

As set out in section 258 of the *Police Act*, this regulation sets out the duties and standards of conduct which police officers must observe in order to ensure their

effectiveness, the quality of their services and respect for the authorities to which they report. More specifically, it must indicate the types of conduct that constitute breaches of discipline, establish a disciplinary procedure, determine the powers of disciplinary authorities, and specify sanctions.

- 2.7.2 Within 30 days of this Agreement coming into effect, the Municipality shall send a copy of this regulation to Quebec and Canada, and it shall send to them any amendments thereto without delay.
- 2.7.3 In cases where the Police Director is the subject of a complaint, the Municipality is responsible for applying the disciplinary procedure set out in the regulation and imposing sanctions, as needed.

2.8 CRIMINAL ALLEGATIONS

- 2.8.1 The Municipality shall establish provisions, based on an internal policy, employment contract or collective agreement, to be applied in cases of criminal allegations against members of the Police Force and shall include the circumstances for applying the various measures.
- 2.8.2 The Municipality may follow the model of provisions applicable to criminal allegation cases in Schedule H.

Within 30 days of this Agreement coming into effect, the Municipality shall send a copy of these provisions to Quebec and Canada, and it shall send any amendments thereto without delay.

Unless it adopts and sends its own provisions applicable to criminal allegation cases, the Municipality shall be deemed to have adopted those in Schedule H.

2.9 RESPONSIBILITIES OF THE POLICE DIRECTOR

- 2.9.1 In addition to meeting the obligations set out in the *Police Act*, the Director of the Police Force shall bear full responsibility for managing the Police Force in accordance with efficient police management procedures already in place. The Director's duties include:
 - a) assisting the Municipality in managing the Police Force and support staff and ensuring that policies and procedures established by the Municipality are being respected;
 - b) managing the operations of the Police Force and support staff and coordinating police operations;

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- c) ensuring compliance with the *Code of Ethics of Québec Police Officers*, the regulation on internal discipline and provisions applicable to criminal allegation cases;
 - d) ensuring that materials and equipment made available to the Police Force are used solely for the provision of policing services;
 - e) providing the MSP with a copy of the continuous training plan, which must be sent to the ENPQ no later than April 1 of each year under sections 3 to 6 of the *Police Act* and providing Canada with a general follow-up of this plan;
 - f) reporting to the Municipality on disciplinary files and operations and administration of the Police Force, including public complaints.
- 2.9.2 The Director of Police shall adopt operational directives that comply with the Manual of Police Practices provided to the Police Force by the MSP, in accordance with section 304 of the *Police Act*, and may adapt them to the cultural and local realities of the community, in accordance with the applicable statutes and regulations.
- 2.9.3 The Director of Police shall ensure that the members of the Police Force comply with the applicable statutes and regulations and hold the required professional certifications and recertifications for:
- a) use of firearms;
 - b) use of pepper spray;
 - c) use of conducted energy devices;
 - d) use of intermediary weapons.
- 2.9.4 The Director of Police shall ensure that pertinent information is registered with the *Centre de renseignements policiers du Québec* (CRPQ) according to the procedure agreed upon with the SQ.

2.10 REDUCTION IN PAY OR DISMISSAL OF THE POLICE DIRECTOR

The Municipality may terminate the employment or reduce the pay of the Director of Police with cause by passing a resolution to that effect. The Municipality shall promptly inform Quebec in writing of the termination of employment of the Director of Police.

**PART III
FACILITY AND EQUIPMENT**

3.1 POLICE FACILITY

- 3.1.1 The Municipality shall provide a police facility for the use of the Police Force for the provision of policing services.

3.2 MATERIAL AND EQUIPMENT

- 3.2.1 The Municipality, further to recommendations from the Director of Police, shall supply material and equipment needed to provide policing services, with the funds provided by Canada and Quebec and, in regards to firearms, in accordance with the applicable firearms statutes and regulations.
- 3.2.2 The Municipality shall provide to Canada and Quebec a complete inventory of weapons of the Police Force, including intermediary weapons:
- a) within thirty (30) days of the commencement of this Agreement, if before signing this Agreement, the Municipality did not provide Canada and Quebec with a complete inventory;
 - b) within four (4) months following the end of each fiscal year, as described in paragraph 4.9.1;
 - c) upon the expiration or termination of this Agreement;
 - d) without delay, upon request from Quebec.

3.3 DISPOSAL OF MATERIAL AND EQUIPMENT

- 3.3.1 The Municipality is responsible for the maintenance of material and equipment of the Police Force.
- 3.3.2 The Municipality agrees to replace the material and equipment if:
- a) the replacement cost of the material or equipment is less than the cost to maintain it; or
 - b) the replacement of the material or equipment is necessary due to wear or obsolescence.

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- 3.3.3 During the term of this Agreement, material and equipment may be sold by the Municipality at fair market value.

The proceeds of such sales, should they exceed \$5,000, shall be credited to Canada and Quebec, in proportion to their initial contributions as set out in paragraph 4.2.2. The proceeds of such sales shall exclude any amortisation costs. The sum due to Canada and Quebec can be reimbursed to them by:

- a) reducing proportionally the payment to be made under this Agreement or any other subsequent agreement;
 - b) in any other circumstance, the amount owed shall become an amount owing to Canada and Quebec, as the case may be, and it shall be reimbursed no later than thirty (30) days following the transaction date.
Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.
 - c) notwithstanding subsections 3.3.3 a) and b), Canada and Quebec may, jointly and in writing, agree that the Municipality keep the proceeds of the sales to acquire material and equipment for the provision of policing services.
- 3.3.4 Upon the expiration or termination of this Agreement, The Municipality shall dispose of the Police Force material and equipment in accordance with subsection 6.7.

3.4 INSURANCE

- 3.4.1 The Municipality shall contract and maintain a comprehensive general liability insurance covering the facilities required for the provision of policing services, the activities of the Police Force, its officials, police officers and other employees and agents assigned to policing activities, including the activities of the Municipality under this Agreement.

This insurance shall offer protection in an amount of no less than ten million dollars (\$10,000,000) per occurrence, insuring against bodily injury, personal injury and property damage, including loss of use thereof, incurred by a third party. In addition to providing blanket coverage for civil liability, the policy shall also contain a cross liability clause. It shall provide Quebec and Canada with similar coverage and protection to that provided to the other insured parties and beneficiaries.

- 3.4.2 The Municipality shall contract and maintain insurance coverage of no less than two million dollars (\$2,000,000) for motor vehicles owned, used by or registered to the Police Force.

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- 3.4.3 The Municipality shall provide Canada and Quebec with proof of insurance (copy of insurance policy or insurance policies, including any riders) within thirty (30) days following the commencement of this Agreement and, subsequently, within thirty (30) days of the renewal or amendment of the insurance.
- 3.4.4 The Municipality shall advise Canada and Quebec, without delay, if the insurer terminates or amends the insurance.

PART IV
FUNDING ARRANGEMENTS FOR POLICING SERVICES

4.1 INFORMATION TO THE PUBLIC

- 4.1.1 The Municipality hereby agrees that Canada and Quebec may publicly announce their contribution with respect to funding of policing services in the form of a news release, a press briefing or conference, advertising, or otherwise. The Municipality shall provide Canada and Quebec with the required and reasonable assistance that Canada and Quebec deem necessary for the public announcement.
- 4.1.2 Except as necessary to comply with the Parties' requirements regarding public accounts, Canada and Quebec shall ensure that all public announcements of their funding contribution are made at the same time and recognize the contribution of the other Party.

4.2. FUNDING AMOUNT AND BUDGET

- 4.2.1 The maximum amount of the policing service costs funded by Canada and Quebec shall be established in accordance with the budget in Schedule A of this Agreement, at \$758,700 for Fiscal Year 2014-2015.
- 4.2.2 The annual contributions of Canada and Quebec shall be established for 2014-2015 fiscal year in accordance with the following ratio: fifty-two per cent (52%) for Canada and forty-eight per cent (48%) for Quebec.

For Fiscal Year 2014-2015 the respective contributions of Canada and Quebec shall be:

- a) \$394,524 for Canada;
 - b) \$364,176 for Quebec.
- 4.2.3 The Municipality shall respect the budget set out in Schedule A (Police Force Budget). However, it may reallocate funds between budget items, without authorization or preparing an amended budget, when the reallocation is less than the lesser of the following amounts:
- a) twenty per cent (20%) of one of the amounts identified under one of the budget items in Schedule A, or
 - b) \$100,000.

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- 4.2.4 If the reallocation is higher than the lesser of the amounts indicated in 4.2.3, or if the budgetary reallocation requires the addition of a new eligible budget item or the removal of an existing budget item, the Municipality shall obtain the written authorization of Canada and Quebec.
- 4.2.5 The Municipality shall also obtain the written authorization of Canada and Quebec to carry out a reallocation when the budgetary reallocation could have as a result that all budgetary reallocations carried out by the recipient under paragraph 4.2.3 for a fiscal year exceed 20% of the total contribution by Canada and Quebec for that fiscal year.
- 4.2.6 The authorization request under paragraphs 4.2.4 and 4.2.5 and the information required therein shall be submitted in accordance with the requirements of Quebec and Canada (see Schedule B – Request and Approval Form for Carryover of Unexpended Funding and Reallocation of Funding).
- 4.2.7 Budgetary reallocations shall be clearly identified in the quarterly cash flow statement referred to in paragraph 4.3.1 and the audited annual financial statements referred to in paragraph 4.9.2.

4.3 PAYMENT SCHEDULE TERMS AND CONDITIONS

- 4.3.1 At the beginning of each fiscal year, the Municipality shall prepare a cash flow statement, in accordance with the budget submitted in Schedule A, and shall provide it to Canada and Quebec, upon the signing of this Agreement for the sole or first fiscal year, or before April 15 of the fiscal year in question for a subsequent fiscal year. The cash flow statement shall be submitted in accordance with the requirements of Canada and Quebec (Schedule E Cash Flow Statement) and shall be updated quarterly, including the statement of revenues and expenditures for the preceding quarter and the projections for future quarters. The Municipality shall include general ledger entries pertinent to the Police Force.

- 4.3.2 The payment schedule for Canada is as follows:

For Fiscal Year 2014-2015, Canada shall pay the Municipality its annual contribution based on the following terms:

Fifty percent (50%) of its share in July, 2014 and twenty-five percent (25%) of its share, on October 1st, 2014, and January 1st, 2015 of the fiscal year covered by this Agreement.

- 4.3.3 The payment schedule for Quebec is as follows:

For Fiscal Year 2014-2015, Quebec shall pay the Municipality its annual contribution based on the following terms:

twenty-five percent (25%) of its share on June 1st, 2014, August 1st, 2014, November 1st, 2014 and February 1st, 2015 of the fiscal year covered by this Agreement.

- 4.3.4 Canada and Quebec may withhold their share if they have not received the cash flow statement referred to in paragraph 4.3.1 and the documents referred to in section 4.9 within the time frames established by this Agreement (Schedule "C" - Due Dates).
- 4.3.5 If funding has been received by the Municipality under a previous agreement and not spent, the Municipality acknowledges that it is owed to Canada and Quebec.
- 4.3.6 Canada and Quebec may authorize the Municipality to retain that amount as partial payment of their respective obligations and thus proportionally reduce their payments.

4.4 CONDITIONS OF FUNDING

- 4.4.1 The contribution of funds made by Canada or Quebec, under this Agreement, is contingent on:
 - a) the existence of the annual appropriation required, granted by Parliament to the Department of Public Safety and Emergency Preparedness, to fund Aboriginal policing services for the fiscal year during which the payment of Canada's contribution is likely to become due, pursuant to section 40 of the *Financial Administration Act*, (R.S.C.1985, c. F-11);
 - b) the existence of the annual appropriation required, granted by the National Assembly to the Ministère de la Sécurité publique, to fund Aboriginal policing services for the fiscal year during which the payment of Quebec's contribution is likely to become due.
- 4.4.2 In the event that funding is no longer available or has been decreased for Aboriginal policing services, Canada or Quebec may reduce their contribution or terminate this Agreement. Such a reduction or termination will take effect thirty (30) days after receipt of a notice that Canada or Quebec shall provide to the other Parties.
- 4.4.3 If, following the receipt of a notice with regards to a contribution reduction, the Municipality is of the opinion that it can no longer meet its obligations under this Agreement, it may, upon providing written notice to Canada and Quebec, terminate this Agreement thirty (30) days following the receipt of the notice by Canada and Quebec.
- 4.4.4 The Municipality agrees to declare, in writing, within thirty (30) days of the effective date of this Agreement, all amounts owing to Canada or Quebec under any agreement or

legislation. The Municipality agrees that such amounts can be offset through the contributions provided by Canada and Quebec under this Agreement.

4.5 UNEXPENDED FUNDING, CARRY-OVER AND DEFICIT

- 4.5.1 Any unexpended funding remaining upon expiry of this Agreement constitutes a debt due to Canada and to Quebec and shall be reimbursed to Canada and Quebec in proportion to their initial contributions as set out in paragraph 4.2.2.
- 4.5.2 At the end of each fiscal year, any deficit remains the responsibility of the Municipality and cannot be carried forward to the next fiscal year.

4.6 ALLOCATION OF EXPENSES AND ADMISSIBLE COSTS

- 4.6.1 The Municipality shall allocate contributions obtained under this Agreement exclusively to the following expenses, which must not exceed what is set out in Schedule A:

- a) Pay and benefits for the Director of Police, police officers and support staff pursuant to paragraph 2.1.1, including permanent, temporary and civilian staff as well as professional, technical, custodial, clerical and administrative staff. Pay and benefits may include:
 - i. overtime pay;
 - ii. Mandatory Employment Related Costs (MERCs), private pension plan contributions and other employee benefit plans;
 - iii. workers compensation programs;
 - iv. severance and other human resource-related contingent liabilities;
 - v. isolation/remoteness pay;
 - vi. shift premiums;
 - vii. maternity leave;
 - viii. plain clothes allowances;
 - ix. sick leave; and
 - x. employee assistance programs.
- b) Administrative expenses approved in the budget including:
 - i. office telephone and fax;
 - ii. postage and courier costs;
 - iii. office supplies;
 - iv. office furniture;
 - v. office equipment purchases and leases (such as photocopiers);
 - vi. printing;

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- vii. translation services;
 - viii. standard bank fees, excluding interest and loans;
 - ix. promotional or community relations items.

Administrative expenses shall not exceed 15% of the total value of this Agreement and shall be supported by appropriate documentation.

- c) Police equipment, including:
 - i. uniform/officer kit;
 - ii. provincially approved use of force equipment (handcuffs, batons, guns, etc.); and
 - iii. ammunition, photographic equipment, portable radios and protective equipment (vests, helmets, shields, etc.).
- d) Transportation expenses and related equipment, including:
 - i. vehicles, boats, ATVs, and snowmobiles (including expenses for repairs and maintenance);
 - ii. licensing fees and fuel;
 - iii. accessories (including lights, sirens and in-car video) and moveable docks; and
 - iv. cargo shipping for employees in remote locations.
- e) Expenses related to employee travel to and from remote locations.
- f) Expenses related to prisoners' keep and escorts.
- g) Information technology and communications equipment and associated expenses, including:
 - i. radios, computers and related information technology equipment, including but not limited to in-car information technology equipment;
 - ii. software;
 - iii. closed circuit television;
 - iv. Internet;
 - v. computer-aided dispatch and records management systems;
 - vi. electronic vehicle licensing information from the Canadian Police Information Centre;
 - vii. pagers, cell phones, tablets, satellite phones, dispatch equipment and moveable telecommunication towers attached to the police detachment;
 - viii. audio/visual aids; and
 - ix. repairs and maintenance for information technology and communications equipment.

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- h) Training and recruitment expenses, as well as advertising, including:
- i. recruit assessment;
 - ii. travel to and from training;
 - iii. training allowances to defray living expenses while in training (not exceeding amounts set in National Joint Council guideline);
 - iv. promotional exams;
 - v. re-qualification training;
 - vi. drivers' education; and
 - vii. training/upgrading required to allow otherwise unqualified candidates to meet minimum hiring standards.
- i) Rent subsidies for housing of officers, where applicable.
- j) Expenses related to the police facility required under section 3.1, including:
- i. rent assessed at fair market value or equivalent costs;
 - ii. costs associated with fire safety and occupational health and safety inspections;
 - iii. costs associated with maintenance;
 - iv. costs associated with environmental assessment and remediation;
 - v. utilities such as electricity, water and sewer, heating and minor repairs;
 - vi. alarm systems; and
 - vii. janitorial equipment and ground maintenance supplies.
- k) Expenses to assist the recipient in fulfilling the obligation set out in paragraph 3.1.1 under which the recipient shall provide a police facility, where the police facility is owned by and remains the property of the Municipality, including:
- i. renovation of an existing police facility;
 - ii. onsite construction of a new, permanent police facility; and
 - iii. acquisition and installation of a modular police facility built offsite.
- l) Expenses related to the insurance premiums required under section 3.4 of this Agreement.
- m) Legal costs related to the operations of the Police Force, excluding those related to the negotiation of this Agreement; and
- n) Professional fees related to the preparation of financial statements required under this Agreement.

4.6.2 The Parties agree that only the expenses covered under paragraph 4.6.1 are admissible under this Agreement.

4.7 DECLARATIONS OF THE MUNICIPALITY

- 4.7.1 The Municipality declares that the Budget in Schedule A describes all funds from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

The Municipality shall, upon receipt, declare in writing any funds subsequently received from any other source used directly or indirectly, in whole or in part, to attain the objective of this Agreement.

- 4.7.2 If any funds provided by another federal or Quebec department or agency are used directly or indirectly, in whole or in part, to attain the objective of this Agreement, then Canada and Quebec may reduce their respective contribution or request a total or partial reimbursement of such an amount.

The amount of the reduction or the reimbursement due to Canada or Quebec is equal to the amounts provided by the other federal or Quebec department or agency. Canada or Quebec must notify the other parties in writing of the amount of the reduction carried out and may agree upon a smaller amount to be due.

4.8 MAINTENANCE OF ACCOUNTING RECORDS, FINANCIAL FILES AND DOCUMENTS

- 4.8.1 The Municipality shall:

- a) maintain separate accounting records, including a separate bank account, clearly identifying revenues and expenditures for the provisions of policing services;
- b) maintain financial records with respect to the funds provided under this Agreement in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants Handbook, including records of all expenditures made by the Municipality in relation to policing services and invoices, receipts and vouchers relating thereto;
- c) retain all materials and records relating to this Agreement upon its effective date, for a period of no less than five (5) years following the expiry or termination of this Agreement;
- d) allow Canada and Quebec to access activity sites and its place of business and make available to them any supporting documentation, files, records or other documents at their request.

4.9 REPORTING AND ACCOUNTABILITY

4.9.1 The Municipality shall, within four (4) months following the end of each fiscal year, provide Canada and Quebec with an annual report of the activities of the Police Force, including the following information:

- a) a description of the Police Force's police and civilian personnel, including an organizational chart;
- b) the Police Force's hiring and training activities;
- c) statistical data on caseload information handled by the Police Force;
- d) activities and programs delivered by the Police Force or in which it is involved, such as school visits, drug education, crime prevention, etc.;
- e) an inventory of vehicles;
- f) a description of the police facility, facility conditions and any improvements or any work carried out over the past year;
- g) statistical data on complaints from the public in regard to the Police Force, including the nature of the complaints;
- h) complete inventory of weapons, including intermediary weapons.

4.9.2 Within six (6) months following the end of each fiscal year, The Municipality shall provide Canada and Québec with financial statements that comply with the following requirements:

- a) the statements have been audited in accordance with generally accepted accounting principles as prescribed in the Canadian Institute of Chartered Accountants Handbook;
- b) they include in particular an income and expense statement for all the funding received and expenses incurred for the delivery of policing services;
- c) they provide information on all transactions over \$5,000 involving goods procured with funds provided under this Agreement or a previous agreement;
- d) they relate specifically to the delivery of policing services;
- e) they were prepared by professional accountants who are independent of the Municipality and are active members in good standing of the Ordre des comptables professionnels agréés du Québec (CPA).

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- 4.9.3 Within thirty (30) days following the end of each quarter in a fiscal year, the Municipality shall provide Canada and Quebec with the updated cash flow statement provided for in paragraph 4.3.1, including the income and expense statement for the previous quarter and projections for upcoming quarters, presented in accordance with their requirements.
- 4.9.4 The Municipality shall provide supporting documents requested by Canada and Quebec for the financial statement provided for in paragraph 4.9.2 or the cash flow statement provided for in paragraph 4.3.1, including relevant general ledger entries, within the time frames set out in these sections for the production of financial statements and the cash flow statement.
- 4.9.5 The Municipality shall provide Canada and Quebec with any additional information that may be sought that Canada and Quebec deem necessary for the purposes of this Agreement.

4.10 OVERPAYMENT

- 4.10.1 The Municipality is deemed to have received an overpayment of contributions provided by Canada and Quebec under this Agreement in the following circumstances:
- a) sums were paid to the Municipality but remained unexpended by the end of the last fiscal year covered by the Agreement or the date of termination of this Agreement;
 - b) The Municipality's financial statements, audited by an independent certified accountant, have been completed and an overpayment has been identified as a result of inadmissible expenditures or costs;
 - c) Canada or Quebec carries out a financial analysis or audits the financial statements of the Municipality and an overpayment is identified as a result of inadmissible expenditures or costs;
 - d) for any other reason, the Municipality was not entitled to the contributions, or Canada and Quebec determine that the sums paid exceed the amount to which the Municipality was entitled.
- 4.10.2 The Municipality recognizes that an expenditure or cost may be deemed inadmissible where there is no related invoice, receipt or other supporting document or where, in the opinion of Canada or Quebec, the expenditure or cost cannot be substantiated.
- 4.10.3 Any overpayment is then considered a debt to Canada and Quebec, at their respective rate of funding, and due by the Municipality. **The overpayment shall be repaid to them no later than thirty (30) days following the date of receipt of notice from Canada or**

Quebec. If, however, the overpayment has been identified in the audited financial statement, as set out in paragraph 4.9.2, then the due date for the reimbursement shall be the date of the submission to Canada and Quebec of the audited financial statement. Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.

- 4.10.4 Any unexpended funding may be offset by reducing any other contributions made by Canada and Quebec.

4.11 INTEREST CHARGES

Any overpayment remaining owing to Canada and unpaid shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

4.12 AUDIT BY CANADA OR QUEBEC

- 4.12.1 The Municipality agrees that Canada or Quebec may appoint independent auditors, at their expense, during the term of this Agreement and within five (5) years following the expiry or termination thereof to review the records maintained by the Municipality in order to ensure compliance with all financial and non-financial provisions of this Agreement, including the management of funds provided by Canada and Quebec and the consistent application of generally accepted accounting principles in the maintenance of financial records.
- 4.12.2 The Municipality shall provide independent auditors with access, without charge, to the facilities during regular business hours within seventy-two (72) hours after receiving written notification and shall make available to them any supporting document, record, register or other document when requested. The Municipality shall provide the independent auditors with copies of records and registers when requested, without charge.
- 4.12.3 The results of audits performed by Canada may be made available to the public through posting on the Public Safety Canada Internet site (www.publicsafety.gc.ca).

4.13 ASSIGNMENT AND SUBCONTRACTING

- 4.13.1 The Municipality shall not encumber or assign its rights under this Agreement without the written permission of Canada and Quebec.

-
- 4.13.2 The Municipality may delegate to an agent the administrative management of the policing services. For that purpose, it shall undertake a contract that details the services provided and the responsibilities and undertakings of the agent toward the Municipality.

The monetary value of such contract shall not exceed fifteen percent (15%) of the annual budget of each fiscal year. The Municipality shall report this contract to Canada and Quebec, provide them with an amended budget to reflect the contract and enable them to ensure that it complies with the terms of this Agreement.

- 4.13.3 In all contracts it awards, the Municipality shall, if applicable, require that each subcontractor agrees in writing to abide by the terms and conditions of this Agreement. These terms and conditions shall apply to the subcontractor's work, the services provided by the subcontractor and property acquired by the subcontractor on the Municipality's behalf. The Municipality shall, when so requested by Canada or Quebec, provide a copy of the contract with any subcontractor with which the Municipality does business.

PART V GENERAL PROVISIONS

5.1 DIRECT OR INDIRECT BENEFITS

No member of Parliament or current or former public office holder of Canada or Quebec may receive a direct or indirect benefit from this Agreement or obtain any advantage resulting from it unless they are complying with Canada's and Quebec's laws, regulations or policies, as the case may be, including, for Canada, the requirements under the *Parliament of Canada Act* (R.S.C. 1985, c. P-1.01), the *Conflict of Interest Act* (S.C. 2006, c. 9), or the *Values and Ethics Code for the Public Sector*.

5.2 LOBBYING

Any person lobbying on behalf of the Municipality must comply with the *Lobbying Act* (R.S.C. 1985, c. 44) and the *Lobbying Transparency and Ethics Act* (R.S.Q. c. T-11.011). (Note: This provision does not apply to acts performed by members of the council of a municipality of a band, persons on their staff or employees, when acting in their official capacity, as defined in subsection 2(1) of the *Indian Act* (R.S.C. 1985, c. I-5) or of the Council of an Indian band established by an Act of Parliament.) The Naskapis are not subject to the Indian Act.

5.3 ETHICS, PROFESSIONAL CONDUCT AND CONFLICT OF INTEREST

It is understood that this Agreement shall apply in accordance with the applicable rules of ethics, professional conduct and conflict of interest.

5.4 NO PARTNERSHIP

- 5.4.1 The Municipality shall not represent itself, in an agreement with a third party or otherwise, as being an associate, partner, joint-venturer, agent or employee of Canada or Quebec as a result of this Agreement. Canada and Quebec have no responsibility for fulfillment of any obligation into which the Municipality may enter into as a result of this Agreement, including, without limitation, any loan, capital lease or other long-term obligation.
- 5.4.2 It is agreed that personnel employed as a result of this Agreement are and shall remain persons providing services to the Municipality, and nothing in this Agreement is to be read or construed as conferring upon the Municipality or its members, officers, employees, agents or contractors the status of officer, employee, servant or agent of Canada or Quebec or the status of a person acting in a partnership or a joint venture with Canada or Quebec.

-
- 5.4.3 The Municipality shall include in employment contracts with its police and civilian employees a clause stating that these employees acknowledge they are not engaged as employees or agents of Canada and/or Quebec.

5.5 INDEMNIFICATION

- 5.5.1 The Municipality shall indemnify and save harmless Canada and Quebec and their respective employees and agents and take up their defence from and against all claims, losses, damages, costs, expenses or actions, existing or future, arising from injury, death or property damage caused by any act, omission or delay or negligence on the part of the Municipality or its employees or agents in carrying out this Agreement. Such indemnity shall survive the termination or expiry of this Agreement for matters that occurred prior to the termination or expiry of this Agreement.
- 5.5.2 Neither Canada nor Quebec shall be responsible for the death, or any bodily or personal injury or property damage of any nature whatsoever that the Municipality or its members, employees, agents or third parties may suffer or sustain, during the implementation of this Agreement, unless these damages have been caused by the fault of an employee or agent of Canada or Quebec in the performance of their duties.

5.6 DISCLOSURE

- 5.6.1 Information gathered by the Parties in carrying out this Agreement is bound by the rights and protection contained under pertinent legislation regarding access to information and privacy law.
- 5.6.2 Canada and Quebec have the right to make this Agreement public along with any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.
- 5.6.3 The Municipality authorizes Canada and Quebec to share between one another any information related to this Agreement, including any reports, audits, evaluations or other documents produced in connection with this Agreement and any information contained therein.

PART VI FINAL PROVISIONS

6.1 ACCOUNTABILITY OF THE MUNICIPALITY

The Municipality shall remain, at all times, accountable for the obligations and responsibilities attributed to it which are contained in this Agreement or that may arise in carrying out this Agreement and the Municipality shall, at all times, ensure that all the obligations under this Agreement are fulfilled.

6.2 AMENDMENT

This Agreement may be amended by the mutual written consent of the Parties. In order to be valid, any amendments to this Agreement must be made in writing and signed by the Parties.

6.3 LIASON COMMITTEE

The Parties may establish a Liaison Committee for the purposes of monitoring the implementation of this Agreement, ensuring ongoing communication among the Parties and attempting, where applicable, to resolve through discussions among the Parties any disputes that may arise from any issues relating to the interpretation and application of this Agreement.

6.4 DEFAULT

6.4.1 Where there is default, or there is, in the opinion of Canada or Quebec, a likelihood of default of the Municipality, or where the Municipality or one of its representatives, agents or subcontractors makes or has made a false or misleading statement, Canada and Quebec may:

- a) reduce the contribution paid to the Municipality;
- b) suspend any payment; or
- c) terminate the Agreement in accordance with the terms set out in subsection 6.6.

The Parties agree that any situation where, in the opinion of Canada or Quebec, the Police Force is no longer able to deliver the policing services funded under this Agreement constitutes default.

6.4.2 Where there is such default, Canada or Quebec shall provide the other Parties with written notice indicating the said default and setting out their intention, to exercise the

rights under paragraph 6.4.1, if the Municipality does not remedy the default within thirty (30) days.

- 6.4.3 Canada and Quebec shall not be considered as having waived a remedy or a right under this Agreement other than by written notice to all Parties to this effect. The fact that Canada or Quebec refrains from exercising a remedy or any right under this Agreement or other applicable law shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on Canada or Quebec shall not prevent Canada or Quebec in any way from later exercising any other remedy or right under this Agreement or other applicable law.

6.5 TERMINATION

- 6.5.1 This Agreement may be terminated under the following conditions:

- a) by Canada or Quebec, when, as set out in paragraph 4.4.2, funding is no longer available or the appropriation has been decreased;
- b) by the Municipality, as set out in paragraph 4.4.3, following a reduction of funds by Canada or Quebec, whereby the Municipality can no longer fulfill its obligations under this Agreement;
- c) by Canada or Quebec, if the Municipality has not remedied the default to the satisfaction of Canada or Quebec within the thirty (30) day period as set out in paragraph 6.4.2; or
- d) at any time, by any Party, even if there is no default committed by another Party.

- 6.5.2 The termination shall take effect:

- a) subject to paragraph 6.5.1 a), thirty (30) days upon receipt of the notice that Canada or Quebec, as the case may be, informs the other Parties;
- b) subject to paragraph 6.5.1 b), thirty (30) days upon receipt, by Canada and Quebec, of a notice from the Municipality to this effect;
- c) subject to paragraph 6.5.1 c), on the date indicated in the notice provided by Canada or Quebec to this effect; or
- d) subject to paragraph 65.1 d), upon expiry of ninety (90) days following the date of receipt of a written notice to this effect to the other Parties, unless all the Parties agree upon another date in writing.

6.6 OBLIGATIONS OF THE MUNICIPALITY IN THE EVENT OF TERMINATION OR NON-RENEWAL OF THE AGREEMENT

6.6.1 Upon termination or expiry of this Agreement, if it is not being renewed, the Municipality shall:

- a) provide Canada and Quebec with a complete inventory of weapons of the Police Force, including intermediary weapons;
- b) remit immediately to the SQ weapons belonging to the Police Force, including intermediary weapons, as well as all documents, files, evidence and seized weapons or weapons under the control of the Police Force, including intermediary weapons;
- c) ensure that weapons belonging to the Police Force, including intermediary weapons, in accordance with the applicable statutes and regulations, are sold to another Police Service or destroyed in a timely manner;
- d) sell at market value, all other material and equipment acquired with funds provided under this Agreement;
- e) pay all the amounts due for goods and services provided under this Agreement before its termination or expiry;
- f) reimburse Canada and Quebec their share of contributions paid but not spent, in proportion to their initial contributions, within thirty (30) days following the termination or expiry of this Agreement;
- g) reimburse, when applicable, Canada and Quebec any other funds due to them under this Agreement in accordance with the terms and conditions covering each of these sums; and
- h) conclude immediately with the police service replacing the police Force funded under this Agreement, an occupancy agreement for the police facility referred to in paragraph 3.1.1, or, if this police service does not require this police facility and it is funded under this Agreement or a previous Agreement, sell the police facility in accordance with the terms and conditions set out in subsection 3.3.

6.6.2 The proceeds of the sale of any material and equipment shall be considered as an amount owing to Canada and Quebec in proportion to their respective initial contributions and shall be reimbursed no later than thirty (30) days following the transaction date. Note: Reimbursements due to Canada shall be made to the Receiver General of Canada and reimbursements due to Quebec shall be made to the Minister of Finance of Quebec.

-
- 6.6.3 Any amount remaining owing to Canada and unpaid after such a deadline shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, plus three percent (3%), from the due date to the settlement date.

6.7 CARRYING OUT CERTAIN OBLIGATIONS

The obligations and the provisions set out in subsections 1.2, 1.4, 4.9, 4.10, 4.11, 4.12, 5.4, 5.5, 5.6, 6.1 and 6.6 will continue to be in effect beyond the termination or expiry of this Agreement.

6.8 NOTICE

- 6.8.1 Any notice, request, information or any other document required with respect to this Agreement shall be deemed to be served if mailed or transmitted by fax. Any notice sent or transmitted by fax shall be deemed to have been received one business day after it was sent; any mailed notice shall be deemed to have been received eight (8) business days following its mailing.

All correspondence shall be sent to the following coordinates:

For Canada:

Public Safety Canada
Emergency Management and Programs Branch
First Nations Policing Program
Attn: Manager, Quebec
115 Du Loup St
Wendake QC G0A 4V0
Fax: 418-840-1872

For Quebec:

Direction principale de la sécurité dans les palais de
justice et des affaires autochtones et du Nord
Ministère de la Sécurité publique du Québec
2525 Laurier Blvd
Québec QC G1V 2L2
Fax: 418-646-1869

For the Municipality:

Naskapi Village of Kawawachikamach
C. P. 5111
Kawawachikamach (Québec) G0G 2Z0
Fax : 418 585-3130

6.8.2 Each Party shall notify the other Parties in writing of any change of address or fax number.

6.9 DURATION OF AGREEMENT

6.9.1 This Agreement will come into effect on the date on which it is signed by all Parties and covers the period from April 1st, 2014 to March 31st, 2015 unless it is terminated in accordance with subsection 6.5.

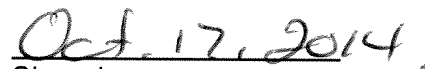
6.9.2 However, if the Parties expressly agree, in a written notice sent to the other Parties before March 31, 2015, to maintain the provisions of this Agreement, these provisions, except the sections regarding funding in Part IV, shall remain in force until a new agreement on the provision of policing services is entered into. Nonetheless, if such a new agreement is not entered into before March 31, 2016, the provisions of this Agreement will expire.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have signed:

FOR THE MUNICIPALITY,



THE MAYOR




Signed on

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA,



MINISTER OF PUBLIC SAFETY
AND EMERGENCY PREPAREDNESS



Signed on


FOR THE GOVERNMENT OF QUEBEC,



THE MINISTRE DE LA SÉCURITÉ PUBLIQUE

12 décembre 2014
Signed on

and



THE MINISTRE RESPONSABLE DES AFFAIRES
INTERGOUVERNEMENTALES CANADIENNES
ET DE LA FRANCOPHONIE CANADIENNE

19/12/14
Signed on

and



THE MINISTRE RESPONSABLE DES AFFAIRES
AUTOCHTONES

17/12/2014
Signed on

SCHEDULE « A »

Budget

Annex A – Budget for the Police Force

* Instructions : Please complete the Blue cells only. The totals and percentages are calculated automatically.

	2014-2015	
Number of Officers	4,0	
Revenue Sources	BUDGET	
	2014-2015	
Contribution of Canada	\$394 524,00	
Contribution of Québec	\$364 176,00	
Total Revenues	\$758 700,00	
Percentage (Canada)	52%	
Percentage (Québec)	48%	
Proposed cost categories* (Proposed eligible cost categories)	Enter the type of expenditures according to your General Ledger	
Salaries and benefits	\$588 700,00	
Administrative expenses	\$5 000,00	
Expenses, which are deemed reasonable through a detailed budget review, necessary to fulfil the roles and responsibilities of the police governing authority		
Police Equipment	\$70 000,00	
Transportation Expenses and related equipment	\$5 000,00	
Expenses related to employee travel to and from remote locations		
Expenses related to prisoners' keep and escorts		
Information technology and communications equipment	\$15 000,00	
Training and recruitment expenses	\$20 000,00	
Rent subsidies for housing for officers		
Police facility costs	\$22 500,00	
Policing infrastructure expenditures	\$1 000,00	
Insurance premiums	\$4 000,00	
Legal costs	\$20 500,00	
Professional Fees	\$7 000,00	
Total eligible proposed costs	\$758 700,00	

* ununded categories may be deleted

SCHEDULE « B »
**Request and approval form for carryover of unexpended
funding and reallocation of funding**

**REQUEST AND APPROVAL FORM FOR CARRYOVER OF UNEXPENDED FUNDING AND REALLOCATION OF
FUNDING**

Agreement title : _____ Recipient name: _____ Agreement start date: _____	Request Date: _____ Agreement end date: _____
--	--

SELECT THE OBJECTIVE OF YOUR REQUEST BY CLICKING ON THE APPROPRIATE CHECKBOX BELOW :

- ☐ *Carryover of unexpended funding for use in the following fiscal year*
- ☐ *Reallocation of funds between eligible cost categories*
- ☐ *Reallocation of funds to a new eligible cost category*
- ☐ *Reallocation of funds after the removal of an eligible cost category*

Revenue sources	Approved budget for 20XX-20XX	Unexpended amounts to carryover	Reallocated amounts	Forerasted budget for 20XX-20XX
Contribution of Canada				
Contribution of the Province				
Total Revenues	\$0,00	\$0,00	\$0,00	\$0,00
% (Canada)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
% (province)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Proposed eligible cost categories*				
Salaries and benefits				
Administrative expenses				
Police equipment				
Transportation expenses				

Information technology & communications equipment				
Training and recruitment expenses				
Policy facility costs				
Insurance				
Legal costs				
Professional and consulting fees				
Expenses for evaluation of activities of police service				
Total eligible proposed costs	\$0,00	\$0,00	\$0,00	\$0,00

* unfunded categories may be deleted

JUSTIFICATION: TO BE COMPLETED BY THE RECIPIENT ONLY

Briefly justify the reasons for the carryover of the unexpended funding to the next fiscal year and /or the reasons for the reallocation of funding between existing eligible cost categories including the removal and/or the addition of new eligible cost category as per the FNPP Terms&Conditions:

Submitted by: _____ Signature: _____ Date: _____
 Print name and title - - - - -

FOR DEPARTMENTAL USE ONLY

Program Officer Recommendation:

Program Officer's name: _____ Date: _____

Approved by: _____ Signature: _____ Date: _____
 (APD RCM) Print name - - - - -

FOR THE PROVINCE USE ONLY

Approved by: _____ Signature: _____ Date: _____
 Print name abd Title - - - - -

SCHEDULE C

Due Dates

Notice: Failure by the Council to produce a document on the list within the time frame set constitutes default pursuant to section 6.4.1 and gives Quebec and Canada the right to suspend payment of their respective contributions.

Subsection	Documents to Be Produced by the Council	Time Frame
2.7 and 2.8	Code of Conduct and policy for criminal allegation cases	<ul style="list-style-type: none">• Within 30 days of the effective date on the Agreement
3.1.6	Certification of rental value	<ul style="list-style-type: none">• Within one year of the Agreement being signed
3.1.2 and 3.1.3	Fire inspection report	<ul style="list-style-type: none">• Within one year of the Agreement being signed
3.2.2	Inventory of weapons available to the Police Service, including intermediary weapons	<ul style="list-style-type: none">• Within 30 days of the effective date of the Agreement, if an inventory was not submitted to Quebec and Canada prior to the signing of this Agreement by the Council• Within 4 months following the end of each fiscal year, as outlined in paragraph 4.9.1• Upon expiry or termination of the Agreement• At the request of Quebec
3.4.3	Proof of insurance coverage	<ul style="list-style-type: none">• Within 30 days of the effective date on the Agreement• Within 30 days of renewal or of any amendment to the coverage
4.3.1	Cash flow statement	<ul style="list-style-type: none">• When the Agreement is signed• Before April 15 of each subsequent year

4.4.4	Declaration of amounts due to Canada and Quebec	<ul style="list-style-type: none"> • Within 30 days of the effective date on the Agreement
4.9.1	Annual report of the activities of the Police Service	<ul style="list-style-type: none"> • July 31 of each subsequent year
4.9.2	Audited financial statements	<ul style="list-style-type: none"> • September 30 of each subsequent year
4.9.3	Updated cash flow statement	<ul style="list-style-type: none"> • Within 30 days of the end of each quarter
4.9.4	Supporting documentation, including relevant General Ledger entries	<ul style="list-style-type: none"> • Within 30 days of the end of each quarter

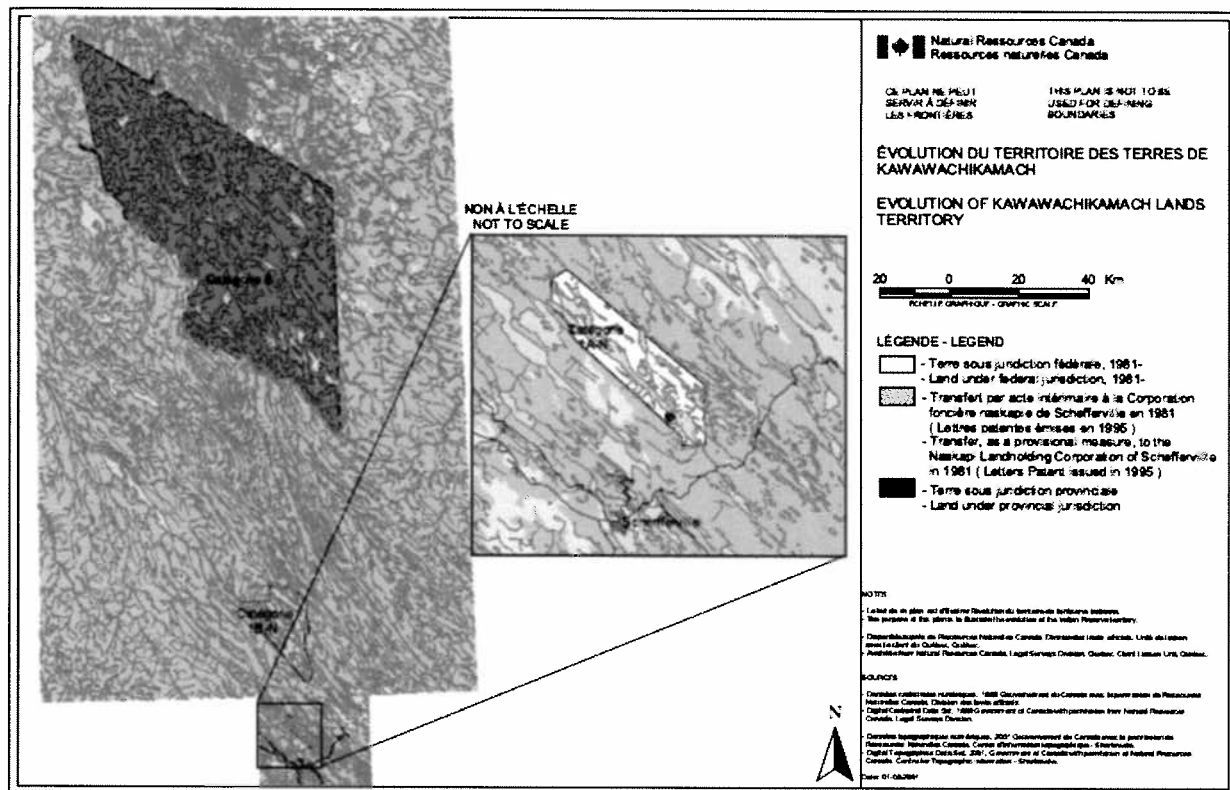
SCHEDULE « D »
Cash Flow Statement

[illegible]

Approved Unexpended Funding Statement

39

MAP



Schedule G

BY-LAW NO. 11

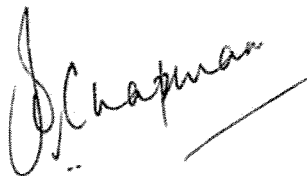
(Respecting the Personnel Policy for the Naskapi Police Force)

The Council of the Naskapi Village of Kawawachikamach, at a meeting duly held on the seventeenth day of July 1997 at the Village of Kawawachikamach, hereby enacts the present By-law No. 11 establishing the Naskapi Police Force:

1. The Council of the Naskapi Village of Kawawachikamach hereby adopts as the Personnel Policy for the Naskapi Police Force the document entitled "Naskapi Village of Kawawachikamach. Personnel Policy for the Naskapi Police Force. 11 July 1997" appended hereto;
2. Such Personnel Policy shall take effect from the start of the working day on 11 July 1997;
3. All the policies, resolutions and other documents establishing rules and regulations for the employees of the Naskapi Police Force heretofore adopted by the Council of the Naskapi Village of Kawawachikamach be, and they are hereby, rescinded as of the start of the working day of 11 July 1997;
4. The Assistant Clerk of the Village, Ms Jean Chapman, is hereby authorized to issue certified copies of this By-law.

I, the undersigned, Jean Chapman, Assistant Clerk of the Naskapi Village of Kawawachikamach hereby certify that the preceding is a true copy of By-law No. 11 Respecting the Personnel Policy of the Naskapi Police Force adopted by the Council of said Village at a meeting held in Kawawachikamach, Quebec, on the 17th day of July 1997.

Signed in Montreal, this 28th day of July 1997.

A handwritten signature in cursive script, appearing to read "J. Chapman", with a horizontal line drawn underneath it.

NASKAPI VILLAGE OF KAWAWACHIKAMACH

PERSONNEL POLICY

NASKAPI POLICE FORCE

11 July 1997

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A. DEFINITIONS

In this Personnel Policy, the following terms shall have the following meanings unless the context clearly indicates otherwise:

A. I COUNCIL

"Council" means the Council of the Village.

A. II VILLAGE

"Village" means the Municipality of the Naskapi Village of Kawawachikamach.

A. III YEAR

"Year" means the Village's fiscal year, which is 1 April to 31 March.

A. IV ANNIVERSARY YEAR

"Anniversary year" in respect of an employee means a one year period commencing on the date the employee started to be employed as a member of the Police Force or commencing on any anniversary of such date.

A. V EMPLOYER

"Employer" means the Village acting through the Council, or through any other person or body authorized by the Council.

A. VI EMPLOYEE

"Employee" means an employee of the Village who is a member of the Police Force.

A. VII PERMANENT EMPLOYEE

"Permanent employee" means an employee who has successfully completed the Special Constable Basic Training Course provided by the Quebec Police Institute or equivalent training course approved by Council, and is engaged as a Permanent employee by resolution of the Council. There are two categories of Permanent employee as follows:

(a) Permanent Full-Time Employee

A Permanent Full-Time employee is a Permanent employee whose average work week in an anniversary year is 37.54 hours or more.

(b) **Permanent Part-Time Employee**

A Permanent Part-Time employee is a Permanent employee whose average work week in an anniversary year is less than 37.54 hours.

A. VIII SUPERNUMERARY CONSTABLE

A supernumerary constable is an employee other than a permanent employee. A supernumerary constable may work on either a full- or part-time basis.

A. IX SEXUAL HARASSMENT

"Sexual harassment" means any conduct, comment, gesture or contact of a sexual nature

- (a) that is likely to cause offence or humiliation to an employee; or
- (b) that might, on reasonable grounds, be perceived by an employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

A. X IMMEDIATE FAMILY MEMBERS

"Immediate family members" means:

- a the spouse of the employee, including a common law spouse;
- b the father and mother of the employee and the spouse of the father or mother, including a common law spouse;
- c the children of the employee;
- d the brothers and sisters of the employee;
- e the father-in-law and mother-in-law of the employee and the spouse of the father-in-law or mother-in-law, including a common-law spouse, and
- f any relative of the employee who resides permanently in the employee's household or with whom the employee permanently resides.

A. XI POLICE FORCE

"Police Force" means the Naskapi Police Force of the Village.

B. APPLICABILITY OF PERSONNEL POLICY

This Personnel Policy, including any modifications made thereto from time to time by By-law of the Village, is applicable to all employees, except those employees to the extent their contracts of employment provide that the Personnel Policy is not applicable in whole or in part. In implementing this Personnel Policy for the Chief Constable, the Council, or any person designated by Council, may assume any function assigned by this Personnel Policy to the Chief Constable.

An up-to-date copy of the Personnel Policy shall be posted in the Naskapi Police Station, in a readily accessible place where it is likely to be seen by employees.

When an employee is engaged, an up-to-date copy of the Personnel Policy shall be remitted to her/him and she/he shall agree to be bound by the terms of the Personnel Policy, and any modification thereto or replacement thereof, by signing an acknowledgement of receipt. A copy of any modification to or replacement of the Personnel Policy shall be remitted to an employee once it has been adopted by Council.

C. RESPONSIBILITY FOR MAKING AND IMPLEMENTING THE PERSONNEL POLICY

C. I COUNCIL

The Village, through the Council, is responsible for making the personnel policy for the Police Force.

C. II CHIEF CONSTABLE

The Chief Constable of the Police Force is responsible for implementing this Personnel Policy except as otherwise indicated herein. When the Chief Constable is absent from Kawawachikamach for more than one working day, the Chief Constable shall designate another person to perform her/his duties as Chief Constable during her/his absence.

C. III NASKAPI POLICE COMMITTEE

By-law No. 143 (which repeals By-laws No. 75 and 138) of the Naskapi Band of Quebec establishes the Naskapi Police Committee. The Naskapi Police Committee, when requested by the Council, is hereby mandated to make recommendations to Council on the hiring and firing of employees as contemplated in this Personnel Policy.

D. SEXUAL HARASSMENT RELATED TO WORK

"Sexual Harassment" is defined in Section A.IX of the Personnel Policy.

Every employee is entitled to work free of sexual harassment. Council will make every reasonable effort, including taking disciplinary action where appropriate, to ensure that no employee is subjected to sexual harassment related to his/her work. The fact that the sexual harassment occurred outside of the work place shall not in of itself preclude recourse under this section.

An employee who is sexually harassed shall inform the Police Committee who shall, within ten working days, fully investigate the matter and make its recommendations to Council. The decision of Council will be communicated in writing to the appellant no later than five working days from the date of the recommendation from the Police Committee. Neither the Police Committee nor Council will disclose the name of a complainant or the circumstances related to the complaint to any person except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures.

Employees have the right to seek redress under the *Canadian Human Rights Act* in respect of sexual harassment as follows:

Section 14 of the *Canadian Human Rights Act* provides as follows:

14.(1) **Harassment** - It is a discriminatory practice,

- (a) in the provision of goods, services, facilities or accommodation customarily available to the general public,
- (b) in the provision of commercial premises or residential accommodation, or
- (c) in matters related to employment,

to harass an individual on a prohibited ground of discrimination.

2. Sexual Harassment

Without limiting the generality of subsection (1), sexual harassment shall, for the purposes of that subsection, be deemed to be harassment on a prohibited ground of discrimination.

E. HIRING

The Village reserves the right to refuse to hire any person who is indebted to the Village or the Naskapi Band of Quebec unless that person first authorizes the Village, in writing, to deduct from her/his wages an amount to be applied against such indebtedness which is equivalent to that which would be subject to seizure under the laws of the Province of Quebec.

E. I PROCEDURE

(a) Internal Hiring

If a new position is created on the Police Force, or if a vacancy occurs in an existing position on the Police Force, that position may be filled at the discretion of Council from among existing employees, with preference being given, first to Permanent Full-Time employees, second to Permanent Part-Time employees and third to supernumerary constable. All position openings shall be posted in the Police Station for at least 5 working days. All applicants shall be screened, and potential candidates interviewed. Such screening and interviewing may, at the request of Council, be done by the Naskapi Police Committee. Prior to their interview all candidates will be provided with a job description for the vacant position, which will describe the duties and responsibilities, the salary or salary range for the position, the other terms and conditions, and any other relevant information. The Police Committee, if requested by Council to do so, will recommend a candidate to Council. Council, at its discretion, may offer the position to that candidate or offer the position to another candidate. Council will notify the remaining candidates of the outcome. The successful candidate will sign a copy of the job description as agreement to the terms and conditions of her/his employment with the Police Force. The successful candidate will be given an up-to-date copy of the Personnel Policy and she/he shall agree to be bound by the terms thereof by signing an acknowledgement of receipt.

(b) External Hiring

If a new position is created on the Police Force, or a vacancy occurs in an existing position on the Police Force, and if a qualified candidate is not available from among employees, a new employee will be hired in accordance with the following:

- i) All position openings shall be posted in the Police Station, Band Office, the Municipal Garage, and the Manikin Centre for at least 5 working days. All position openings shall, if possible, be announced on Naskapi Radio for at least three days.
- ii) All applicants shall be screened, and potential candidates interviewed. Such screening and interviewing may, at the request of Council, be done by the Naskapi Police Committee. Prior to their interview all candidates will be

provided with a job description for the vacant position, which will describe the duties and responsibilities, the salary or salary range for the position, the other terms and conditions, and any other relevant information.

- iii) The Naskapi Police Committee, if requested to do so by Council, will recommend one or more candidates to Council. Council may itself recommend one or more other candidates. Council will submit to the Quebec Department of Public Security a list of the names of all of such recommended candidates who are not already special constables appointed under the *Police Act*, with a resolution asking that the Sûreté du Québec carry out character investigations of such candidates. If, after the character investigations, the number of candidates qualifying for the position exceeds the number of position openings, the Naskapi Police Committee, if requested by Council, will make its recommendations to Council. Council may then offer the position or positions to such candidates recommend by the Naskapi Police Committee or to any other qualifying candidate. Council will notify the remaining candidates of the outcome. A successful candidate will sign a copy of the Job Description as agreement to the terms and conditions of his/her employment with the Police Force. A successful candidate will be given an up-to-date copy of the Personnel Policy and she/he shall agree to be bound by the terms therein by signing an acknowledgement of receipt.

E. II PROBATION

(a) Permanent Employees

- i) All new permanent employees shall undergo a probationary period of a minimum of 90 days and a maximum of 180 days. The period will be determined by Council after considering a recommendation from the Chief Constable.
- (ii) Prior to the end of the probationary period, a written review of the new employee's work performance shall be prepared by the Chief Constable. This review shall be tabled with the Police Committee and the Council. The Police Committee may make its recommendations to Council respecting such review. Council shall decide whether to extend the probationary period, to end the probationary period or to terminate the employee's employment. The total probationary period may not in any event exceed 180 days.
- (iii) The permanent employee on probation, or the employer, may at any time during the first ninety days of the probation period end the employment with a one week written notice. Between 90 days and 180 days, two weeks

written notice is required. Such notice shall not be required if the employee is dismissed for cause.

- (iv) Upon the taking of the decisions contemplated in (ii) or (iii) above, it is the responsibility of the Chief Constable to advise the Payroll Clerk of the status of the employee.

(b) Supernumerary Constable

- i) All new supernumerary constables shall undergo a probationary period of a minimum of 90 days and a maximum of one year. The period will be determined by Council after considering a recommendation from the Chief Constable.
- (ii) Prior to the end of the probationary period, a written review of the new employee's work performance shall be prepared by the Chief Constable and in such review the Chief Constable shall recommend whether the supernumerary constable should take the Special Constable Training Course provided by the Quebec Police Institute or equivalent training approved by Council. This review shall be tabled with the Police Committee and the Council. The Police Committee may make its recommendations to Council respecting such review. Council shall decide whether to extend the probationary period, to end the probationary period and have the constable take the said training or to terminate the employee's employment. The total probationary period may not in any event exceed one year.
- (iii) Should the supernumerary constable successfully complete the Special Constable Training Course or equivalent approved by Council, Council by resolution shall thereupon engage him as a permanent employee and he shall be subject to a probationary period as if he were a new permanent employee. If the supernumerary constable does not successfully complete the Special Constable Training Course or equivalent approved by Council, Council will decide, after considering recommendations of the Chief Council and the Police Committee, whether to terminate his employment or to re-inscribe the employee in the said training course or the parts thereof which he had failed.

- (iv) A supernumerary constable, or the employer, may at any time during the first ninety days of employment end the employment with a one week written notice. Between 90 days and one year, two weeks written notice is required. Such notice shall not be required if the employee is dismissed for cause.
- (v) Upon the taking of the decisions or the happening of the events contemplated in (ii), (iii) or (iv) above, it is the responsibility of the Chief Constable to advise the Payroll Clerk of the status of the employee.

F. RESIGNATION AND ABSENCE

Permanent employees are required to give two weeks' notice prior to their leaving. Any absence by an employee for three consecutive working days or for five non-consecutive working days within a period of ten consecutive working days without written permission from the Chief Constable, or for valid cause as determined by the Chief Constable, will be regarded as a voluntary resignation.

G. OFFENSES, PENALTIES AND RE-INSTATEMENT AFTER SUSPENSION

G. I OFFENSES FOR EMPLOYEES

Offenses for employees are defined as the following:

- a) failure to report for work within 15 minutes or more after the start of duty;
- b) leaving the Police Station without valid reason or without the permission of the Chief Constable;
- c) releasing confidential information without proper authorization;
- d) being under the influence of drugs and/or alcohol on duty;
- e) drinking or using drugs on duty;
- f) sleeping while on duty;
- g) wilful slowness to perform a task;
- h) intentional and repeated mistakes;
- i) failing to attend a meeting or meetings while travelling on the Police Force's official business;
- j) refusing to follow instructions given by a superior;
- k) failing to remain in the Village of Kawawachikamach without valid reason.

G. II PENALTIES FOR OFFENSES

a) First Offence

An employee who commits a first offence as defined in Section GI(a-k) above will receive a warning in writing with or without a suspension. If suspended, the employee will be sent home, and will not be paid from the time of the offence for the remainder of that day, and for the working day following the offence. If there is a suspension, a copy of the suspension will be sent by the Chief Constable to the Payroll Clerk, who will be responsible for making the appropriate deductions.

b) Second Offence

If a second offence is committed within a one hundred and eighty-day period, the employee will receive a second warning in writing. The employee will be suspended and sent home and will not be paid for the remainder of that day nor for the following two working days. A copy of the warning will be sent by the Chief Constable to the Payroll Clerk, who will be responsible for making the appropriate deductions.

c) Third Offence

An employee who commits a third offense within a one hundred and eighty-day period shall be issued a written notice of suspension without pay for at least twenty working days. A copy of the notice of suspension will be sent by the Chief Constable to the Payroll clerk, who will be responsible for making the appropriate deductions. The suspended employee will be ineligible to take training through the Naskapi Local Management Board for the duration of her/his suspension.

G. III RE-INSTATEMENT OF EMPLOYEE SUSPENDED FOR TWENTY DAYS OR MORE

Following a suspension of twenty working days or more, in order to be reinstated, whether to the same or a different position, the employee shall apply to the Naskapi Police Committee who shall make its recommendation to Council. Council may or may not reinstate such employee, with or without conditions.

All warnings must be in writing, in Naskapi, English or French, depending on whether the first spoken language of the employee is Naskapi, English or French, as the case may be, signed by the Chief Constable.

H. REPLACEMENT OF EMPLOYEES DUE TO SUSPENSION

H. I REPLACEMENT FOR TWO DAYS OR LESS

The Chief Constable, may, at her/his sole discretion, find a replacement for an employee who has been suspended for two days or less. The replacement be anyone qualified for and capable of doing the job of the suspended employee. If the replacement is a member of the Police Force, there will be no change in the replacement's wage rate. If the replacement is not a member of the Police Force, she/he shall remain on duty for the duration of the suspension at a wage agreed upon in advance. The Chief Constable shall inform the Payroll Clerk who shall make the appropriate payment to the replacement, and the appropriate deduction from the suspended employee.

H. II REPLACEMENT FOR MORE THAN TWO DAYS

The Chief Constable, may, at her/his sole discretion, find a replacement for an employee who has been suspended for more than two days. The replacement shall be anyone who is qualified for and capable of doing the job of the suspended employee. The replacement's salary shall be decided by Council. If the suspension is for one week or more, the replacement shall fill that position for as long as it takes to replace the suspended employee. The Chief Constable shall keep the Payroll Clerk informed of replacements.

I. INSTANT DISMISSAL

The Chief Constable is authorized to dismiss, without notice, an employee who commits any of the following acts:

- I without just cause in the line of duty, places her/his own life, or the life of another person, in danger,;
- II is abusive or indulges in physically violent behaviour against her/his superior;
- III stays in the Police Station or in a vehicle of the Police Force under the influence of drugs or alcohol after having received a written warning and requested by his/her superior to leave the Police Station or the vehicle in question;
- IV steals money or other property from the Village, the Police Force, or any other person in the line of work;
- V is responsible for any wilful or negligent act or omission which seriously prejudices the interests, property or reputation of the Village, the Police Force or the Naskapi Band of Quebec;
- VI becomes ineligible to be a special constable under the *Police Act*;
- VII is imprisoned pursuant to a conviction in a court of law.

K. APPEAL OF SUSPENSION OR DISMISSAL

Any employee who has been suspended or dismissed may appeal through the following procedure:

- I The appellant shall give a notice of appeal in writing to the Police Committee not more than ten working days after the dismissal or suspension.
- II Within five working days a hearing will be convened by the Police Committee and, at that meeting, the Police Committee will hear the appellant and the Chief Constable.
- III The recommendation of the Police Committee will be communicated to Council within two days of its meeting with the appellant and the Chief Constable.
- IV The decision of the Council will be communicated in writing to the appellant no later than twenty working days from the date of receipt by the Police Committee of the notice of appeal.
- V If the decision to suspend or dismiss is overturned by Council, it will reinstate the employee and will strive to alleviate any circumstances that led to the initial dismissal. The employee will not, however, be entitled to any retroactive pay or to any other compensation or benefit for the period of her/his suspension or dismissal, unless the Council decides otherwise.

The procedure above does not deprive an employee of her/his right either to sue the Village in court for unjust dismissal or to lodge a complaint for unjust dismissal with an inspector under the *Canada Labour Code*.

L. GRIEVANCE PROCEDURE

L. I GRIEVANCE PROCEDURE

Any employee who feels that she/he is not being fairly dealt with may take the following action:

- a) Discuss the problem or grievance with the Chief Constable;
- b) If the above does not resolve the problem, the employee may, within ten working days of the discussion, set out the matter in writing to Council, which shall dispose of the problem or grievance with the next fifteen working days.
- c) Depending on the severity or complexity of the problem or grievance, other procedures, including mediation, may be utilized at the sole discretion of Council.

The procedure in above does not deprive an employee of her/his right to seek redress elsewhere.

M. EMPLOYEE BENEFITS

M. I PENSION PLAN

All Permanent employees are obliged to join the Pension Plan and abide by the terms and conditions that may from time to time come into effect.

M. II GROUP HEALTH INSURANCE PLAN

All Permanent employees are obliged to join the Group Health Insurance Plan and abide by its terms and conditions that may from time to time come into effect.

M. III DESIGNATED HOLIDAYS

(a) An employee who has worked 30 (thirty) days is entitled to his/her regular pay on the following designated holidays not worked:

New Year's Day
 Good Friday
 Victoria Day
 Canada Day
 La Fête Nationale
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

(b) An employee who is required to work on a designated holiday mentioned in (a) shall be given a holiday and pay in accordance with section 196 of the *Canada Labour Code* the Canada at some other time, which may be by way of addition to her/his annual vacation or granted as a holiday with pay at a time convenient to both the Village, as determined by the Chief Constable, and the employee.

(c) To be entitled to holiday pay, an employee must have worked the day immediately preceding and immediately following the holiday or have been on vacation or other approved

leave. Any exception to this rule must have the prior written approval of the Chief Constable.

(d) If an employee was not entitled to wages for at least 15 days during the 30 days immediately preceding a designated holiday she/he is not entitled to any holiday pay unless the reason she/he did not work at least 15 days is because work was not made available to her/him, in which event, instead of regular pay, the employee receives as holiday pay 1/20th of the wages earned during those 30 days.

M. IV VACATION

a) Permanent Employees

Permanent employees will earn vacation leave with pay, subject to the following conditions:

- i) Accumulation of vacation leave starts with the commencement of work;
- ii) A Permanent employee may use accumulated vacation time with pay only after one year of continuous permanent employment. Any vacation leave taken during the first year of employment must have the prior written approval of the Chief Constable but without pay.
- iii) A Permanent employee must submit a written request at least four weeks prior to her/his intended use of vacation to the Chief Constable who will be responsible for authorising or denying, in writing, the requested vacation at least two weeks before the commencement of the vacation requested.
- iv) The Chief Constable will authorize vacation based on the seniority and the position of the employee, bearing in mind the need to ensure that policing services for the community are available in a consistent and efficient manner during an employee's absence.
- v) Vacation leave time must be used up within the anniversary year following that in which the vacation is earned. Any carry-over of vacation leave time must be requested in writing and approved by the Chief Constable.
- vi) In the event that a Permanent employee is granted a leave of absence, any vacation leave time that ordinarily would have accumulated for that period will be deducted on a prorated basis.

- vii) Entitlement for vacation leave with pay for Permanent Employees is as follows:

after 1 to 5 years of employment	2 weeks
after 6 years of employment	3 weeks

b. **Supernumerary constables**

Supernumerary constable will accrue vacation benefits in accordance with the necessary standards set from time to time by the Canada Labour Code. Supernumerary Constables are not eligible for vacation leave with pay.

M. V EMPLOYMENT INSURANCE

All Permanent employees and supernumerary constables must contribute to unemployment insurance at the rates established by the Employment Insurance Commission. The employer will contribute to employment insurance for each employee at the rates established by the Employment Insurance Commission.

The Village will abide by E.I.C. reporting requirements for its employees and will not jeopardize the integrity of the Village by submitting false or incomplete information to E.I.C. or by creating a situation that allows for abuse of the system.

N. LEAVE BENEFITS

N. I BEREAVEMENT LEAVE

Employees shall be entitled to bereavement leave upon the death of immediate family members, not to exceed three working days, with travel time not to exceed two working days, for a total of five working days. Refer to Section A.XII for a definition of "immediate family." Such bereavement leave shall be with pay for employees who have completed three consecutive months of employment at the time the death in the immediate family occurs.

N. II LEAVE OF ABSENCE

a) Permanent Employees

- i) A Permanent employee requesting a leave of absence must submit a letter to the Chief Constable. A leave of absence may or may not be granted at the discretion of the preceding.
- ii) An employee who is granted a leave of absence (including maternity and sick leave) will accumulate vacation benefits only for the period during the anniversary year that she/he works.

e.g.: If an employee is entitled to 15 working days vacation for working a full year, but that employee has taken 6 months leave of absence, that employee will be entitled only to 7-1/2 days vacation.
- iii) The Village's contributions towards Employment Insurance, Group Health Insurance, pension plans and other programmes will be suspended during the leave of absence period, unless otherwise agreed to, or unless otherwise required by law, or unless otherwise specified in said programmes or plans, provided that any such arrangements are made in advance of the leave of absence.

b) Supernumerary Constables

- i) Supernumerary constables are entitled to leaves of absence only to permit them to practice traditional harvesting or cultural activities, or to escort an immediate family member for medical treatment outside Kawawachikamach or Schefferville.
- ii) A supernumerary constable requesting a leave of absence must submit a letter to the Chief Constable. A leave of absence may or may not be

granted at the discretion of the preceding. A supernumerary constable requesting a leave of absence to act as a medical escort to an immediate family member must submit written proof to that effect from the relevant health or social services institutions.

- iii) Employee unemployment insurance participation will be suspended during the leave of absence period.

N. III MATERNITY LEAVE

- a) An employee who becomes pregnant is entitled to leave without pay in accordance with the regulations stipulated under the Employment Insurance benefits.
- b) The provisions of N. II a) iii) will apply in such circumstances.

N. IV PATERNITY LEAVE

- (a) An employee is entitled to paternity leave in accordance with the regulations stipulated under the Employment Insurance benefits.
- (b) The provisions of N. II a) iii) will apply in such circumstances.

N. V MARRIAGE LEAVE

- (a) After the completion of one year's continuous employment, an employee shall be granted leave with pay for up to five days for the purposes of marriage and honeymoon.
- (b) The provisions of N. II a) iii) will apply in such circumstances.

N. VI SPECIAL LEAVE

Special leave with or without pay can be granted to an employee for extenuating circumstances not covered in this policy by Council, for a period up to a maximum of five working days in any anniversary year.

N. VII SICK LEAVE WITHOUT PAY

An employee who has completed three consecutive months of employment can take up to twelve weeks of sick leave without pay without being subject to lay off, dismissal, suspension, demotion or discipline, provided that the employee, if requested in writing by the Chief Constable within fifteen days after her/his return to work, provides to the latter a certificate of a qualified medical practitioner certifying that the employee during her/his sick leave was incapable of working due to illness or injury for a specified period of time and that that period coincides with the absence of the employee from work. In other respects, section 239 of the *Canada Labour Code* governs sick leave without pay.

N. IX PERSONAL LEAVE

At the option of the Permanent employee, a maximum of 5 days of the 15 days sick leave may be classified as personal leave with pay, subject to the following conditions and restrictions:

- a) Personal leave with pay cannot be combined with other types of leave except in special circumstances authorized by Council.
- b) Personal leave with pay cannot be taken for more than two consecutive days at any given time.
- c) Notwithstanding the above, personal leave with pay may or may not be granted to a Permanent employee, upon written request, for up to 5 consecutive days. Such requests must be authorized in advance in writing by the Chief Constable.

Supernumerary constables are not eligible for personal leave with pay.

N X SIMULTANEOUS ABSENCES

Employees, where possible, must coordinate their absences from work - especially vacation leave time. The Police Force cannot be left without essential personnel for any extended period, to ensure that the services being offered are provided in a consistent and efficient manner.

P. HOURS OF WORK/OVERTIME**P I HOURS OF WORK**

The average work week for employees is 37.54 hours. The Chief Constable, subject to the *Canada Labour Code* and Regulations thereunder, may establish a work schedule for the Police Force which will provide for employees to work more than the average hours in any particular week.

P. II OVERTIME

As a general rule, no overtime is permitted. However, in emergency situations, with the written authorization of the Chief Constable, overtime may have to be worked and compensation will be made on an hour-for-hour basis. Such overtime shall be paid at the rate of one and one-half times the regular wage.

P. III ON CALL

In lieu of wages, an employee on call for a period shall be paid a premium for such period equivalent to one-quarter the regular wages the employee would have earned for such period.

Q REPORT OF HOURS WORKED

After each day worked, an employee must submit a written report of hours worked to the Chief Constable. The Chief Constable is authorized to make the necessary adjustments if the report is not accurate. The Chief Constable must submit all approved reports of hours worked to the Payroll Clerk.

R. EVALUATION**R I REQUIREMENTS**

- a) All Permanent employees must undergo a performance evaluation annually, the period of which will be from 1 January to 31 December.
- b) Each employee may be required to respond to an evaluation questionnaire and the Chief Constable will also evaluate them.
- c) The signed evaluation forms will be submitted to Council for review and decision.
- d) Council will decide on pay increases based on performance and on available budgets.

R II ACCESS

All evaluations will be kept confidential.

S. SEVERANCE

S. I PERMANENT EMPLOYEES

- (a) Upon termination of employment, a Permanent employee will receive:
- (i) any vacation pay earned and not paid for any completed anniversary year, and
 - (ii) the vacation pay to which she/he would have been entitled had she/he completed the current anniversary year of employment, but only in the proportion which the completed portion of the current anniversary year up to the date of termination bears to the entire anniversary year.
- (b) In addition, if the Village, other than for cause, terminates the employment of a Permanent employee who has completed twelve consecutive months of employment, the Band shall pay to the employee severance pay equal to the greater of:
- (i) two days wages in respect of each completed year of employment, and
 - (ii) five days wages.

In other respects, the severance pay shall be governed by the provisions of Sections 235 and following of the *Canada Labour Code*.

S. II SUPERNUMERARY CONSTABLES

Upon termination of employment, supernumerary constables are not entitled to receive any severance pay and they shall only be entitled to receive unpaid vacation pay equivalent to 4% of their gross salary for the period covered by their temporary employment.

T. TRAVEL POLICY

Employees travelling on business of the Police Force will receive their regular salary for the time they travel on official business. If an employee's return is delayed due to flight cancellation, she/he will receive her/his regular salary for the day(s) until she/he can return to her/his place of work. Any employee who, through negligence, fails to attend the meeting she/he was sent to, or fails to return the expected day, will not be paid her/his salary for the full duration of the trip, shall reimburse all the travel expenses incurred by the Village, and shall be subject to a one day suspension without pay.

Travel requests will be granted subject to: the availability of funds; mandates; ensuring adequate representation at a function; and if the traveller's absence will not affect the smooth operation of the Police Force's activities.

Travel must be approved in advance by the Chief Constable and purchased through a Purchase Order duly approved by the Chief Constable.

Allowable travel advances and expenses under \$500, shall be determined by the Chief Constable. Amounts over 500\$ shall be decided by Council resolution.

All advances should be requested within two (2) working days of the date required, by filling out a requisition form indicating the amount needed and the date and purpose of the advance.

The employee is responsible for providing receipts where applicable and filing a travel claim upon return.

All unspent funds must be returned to the Police Force.

Advances for international travel will be calculated using the above formula plus or minus the current exchange rate for the country being visited.

U. MANDATORY RETIREMENT AT AGE 65

U. I MANDATORY RETIREMENT

An employee must retire when he/she has attained 65 years of age. For purposes of Section S of the Personnel Policy, such mandatory retirement shall be deemed to be termination of employment other than for cause and no compensation other than that contemplated by Section S shall be due by the Village to an employee by reason of his/her mandatory retirement at age 65.

U. II TRANSITIONAL PROVISION

Notwithstanding Section U.1, any employee who has attained 65 years of age prior to 18 January 1998 shall not be required to retire until 18 January 1998.

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SCHEDULE H

Model for Provisions Applicable to Criminal Allegation Cases

This grid, which is based on the one used by Sûreté du Québec, may be used as a reference by chiefs of police in the event criminal charges are brought against a member of the police force.

SITUATIONS			OPTIONS					NOTES
			RD	TA	FP	HP	NP	
INVESTIGATION			x	x	x			
ACCUSATION	Offenses** and statutory laws		x	x	x			
	Indictable offenses and hybrid offenses	* Potentially related to performance of duties or status as a police officer	x	x	x			
	Indictable offenses and hybrid offenses treated as indictable	Not related to performance of duties				x		*** Reimbursement of half pay if acquitted
VERDICT	Found guilty of an indictable offense						x	
	Found guilty of an offense or violation of statutory law		x	x	x			
	Acquitted		x	x	x			
INCARCERATION	After appearance and until the verdict, as long as detention lasts						x	
	After sentencing, as long as detention lasts						x	
APPEAL requested by the Crown after an acquittal			x	x	x			

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

Abbreviations:

- RD: Regular duty
- TA: Temporary assignment
- FP: Full pay
- HP: Half pay
- NP: No pay

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- * The expression "potentially related to performance of duties or status as a police officer" does not apply to a crime committed under circumstances in which it is unreasonable to claim that the crime in question could be related to the accused's police duties or status as a police officer.
- ** In cases where a criminal offense is unrelated to the accused's performance of duties, full pay is replaced by 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 motion for continuance by the Attorney General, the twelve (12)-month period will be extended by a period equal to the number of days between the originally scheduled trial start date and the continuance date. The half pay will be reimbursed if the officer is acquitted.
- *** An officer accused of an indictable offense will also be reimbursed for half pay if he or she is found guilty of a charge reduced to a summary offense.