



Directive on transportation of food, personal effects and furniture for employees assigned in Nunavik

Department responsible: Material Resources	Approved by: _____ Director General
Effective date: January 1 st 2003	Amended April 1 st 2007 June 20, 2011
Reference: CC Resolution: <u>2010/2011-36 and 37</u> <u>Collective agreements:</u> Teachers: Chapters 11-0.00 and 12-0.00 Support staff: 6-6.00 Professionals: Chapter 10-0.00 By-law respecting the employment conditions of management personnel: art. 4.11	

1. Premises

- 1.1 [purposes](#) This directive is to set the rules pertaining to the transportation of cargo by employees who are assigned in Nunavik and who are entitled to benefits for regional disparities as provided in the collective agreements or in the By-law respecting the employment conditions of management personnel.
- 1.2 [definitions](#) In this directive, the following expressions are defined as:
- a) **dependent:** the spouse and child as defined in b) and h) provided that they reside with the employee at the community of assignment.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the employee's place of residence shall not nullify his status as dependent if no public secondary school is accessible where the employee lives;
 - b) **child:** a child of an employee, of his spouse or of both, or a child living with the employee for whom adoption procedures have been undertaken, unmarried and living or domiciled in Canada, who depends on the employee for his financial support and who is under 18 years of age.

Every child under 25 years of age who is a duly registered student attending a recognized learning institution on a full-time basis, or a child of any age who has become totally disabled before reaching his 18th birthday or before reaching his 25th birthday if he was a duly registered student attending a recognized learning institution on a full-time basis and has remained continuously disabled ever since;

- c) **employee:** employee who is entitled to cargo benefits;
- d) **furniture:** movables garnishing that serve to decorate and embellish a residence, such as television, microwave oven, computer, electrical appliances, filing cabinet and other objects of similar nature;
- e) **personal effects:** clothes, bedding, books and other things of comparable nature;
- f) **place of assignment:** locality where the employee is required to exercise his duties;
- g) **point of departure:** legal domicile in Québec at the time of engagement of the employee;
- h) **spouse:** either of two persons who
 - i. are married or joined in civil union and cohabiting;
 - ii. being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
 - iii. are of opposite sex or the same sex and have been living together in a conjugal relationship for at least one (1) year;

it being specified that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by law as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship, cancels this status;

- i) **Transport Services:** the Kativik School Board Transport Services, located in Dorval.

2. General principles

2.1 [application](#) According to the status of employment of the employee, cargo benefit is granted regarding transportation of personal effects, utensils and food. Such benefits are granted at the occasion of the relocation and/or every school year. These benefits do not apply to employees employed by the lesson, paid by time sheet or hired as substitute/occasional.

[spouse receiving benefits from other source](#) If both spouses work for the Board or if both work for 2 different employers in the public and parapublic sectors, only one of the two may avail himself of the premium applicable to the employee with dependent(s), if he has one or more dependents other than his

spouse. If he has no other dependent than his spouse, each shall be entitled to the premium appearing in the “no dependent” scale, notwithstanding the definition of the term “dependent” found in 1.2 a).

- 2.2 [limit](#) When an employee exceeds the cargo benefit he is entitled to, he is held personally responsible for any additional costs incurred.
- 2.3 [use of the most economical means](#) Every employee is responsible for ensuring that he uses the most economical means to transport by air his personal effects and food between the point of supply and the final destination.
- 2.4 [new dependent](#) Should an employee’s status change with the addition of “new” dependents, the right to a benefit for these dependents is determined at the time of the event connected to the benefit.
- 2.5 [report of the benefit](#) The cargo benefit may not be carried over the next year for any unused portion. However, the transportation of personal effects and furniture at the time of hiring may be used anytime during the first 12 months of employment.

<u>Procedure</u>	
2A) benefits granted to new dependents	<i>No benefit attached to the relocation is retroactive, in a sense that an employee who has no dependent when relocating, may not claim relocation benefits a few months later for a new dependent. The benefit is granted at the time of the employee’s relocation with the dependents he is having at that date.</i>
2B) road transportation	<i>Transportation from the point of supply to Air Inuit or First Air should be done by road transportation, not by another airline.</i>

3. Relocation

- 3.1 [expenses reimbursed or assumed by KSB](#) The expenses related to a relocation may be paid by the employee and reimbursed by KSB, or directly assumed by KSB.

A) Conditions to obtain the relocation benefit

- 3.2 An employee is entitled to the relocation benefit in the following situations:
- [recruitment](#) a) when he is recruited more than 50 kilometers from the place of assignment, he is entitled to a relocation benefit between his recognized point of departure and the locality of assignment;
 - [leave of absence for educational purposes](#) b) when he obtains a leave of absence for educational purposes, he is entitled to a relocation benefit between his locality of assignment and his point of departure or the locality where he is to study in the province of Quebec;
 - [reassignment](#) c) when he is reassigned to another community, he is entitled to a relocation benefit between his locality of assignment and the locality where he is reassigned.

- 3.3 [restrictions](#) An employee is not entitled to the relocation benefit in the following situations:
- [breach of contract](#) a) when a teacher is in breach of contract within the first thirty (30) days from the beginning of any school year unless KSB and the union agree otherwise;
- [when both spouses work for KSB](#) b) when his spouse also works for KSB and is claiming the same expenses.

B) Content of the relocation benefit

The relocation benefit includes the following advantages:

- 3.4 [adults and child of 12 years old and over](#) Transportation of the employee's personal belongings and those of his dependents up to a maximum of 228 kilograms for each adult or each child aged 12 years and over.
- 3.5 [additional cargo for the employee](#) That weight is increased for the employee¹ by 45 kilograms per year of service in Nunavik in the employ of KSB, when he is relocated to his point of departure or to another community.
- 3.6 [child under 12 years old](#) Transportation of personal belongings for dependents under 12 years of age, up to a maximum of 137 kilograms.
- 3.7 [utensils](#) Transportation of utensils up to 45 kilograms.
- 3.8 [other furniture in special cases](#) Transportation of furniture other than the furniture provided by KSB, if need be and as pre-authorized by KSB.
- 3.9 [transportation of personal effects and social trips](#) The employee² shall be reimbursed for transportation costs of his personal effects and those of his dependents, when using any of their social trips, up to a maximum of 90kg per person per school year .
- The benefit can be used at the occasion of one or several social trips, provided the total weight does not exceed 90kg per school year. All the supporting receipts must be submitted for reimbursement in only one single claim, once per person per year.
- 3.10 [purchases in nunavik](#) In order to promote the Nunavik economy, the advantages as provided in article 3.4, 3.6 and 3.7 may allow the reimbursement to the employee, upon presentation of original receipts, of transportation costs included in the price of his personal effects (other than food) as defined in section 1.2e) purchased in a Nunavik community. Only transportation and handling costs may be reimbursed.
- The transportation is payable only once and must not exceed what it would have been had the purchase occurred in Montréal and the goods shipped to the employee's community of assignment.

¹ This benefit does not apply to Adult Education teachers except under the application of clauses 11-14.01 and 11-14.02 of the collective agreement

² Idem note 1

- 3.11 [vehicle](#) The Board assumes the cost of transporting by boat an all-terrain vehicle, a snowmobile or a motorcycle³⁴.

Procedure

- 3A) [designated air carriers](#) Any shipment by air must be handled by a designated air carrier as follows:
- First Air:** for any cargo between Montréal and Kuujuaq, Kangiqsualujuaq, Tasiujaq, Aupaluk, Kangirsuk, Quaqtac, Kangiqsujuaq and Salluit;
- Air Inuit:** for any cargo between Montréal and Kuujuaaraapik, Umiujaq, Inukjuak, Puvirnituc, Akulivik and Ivujivik.
- 3B) [reimbursement for local purchases](#) Employees applying for reimbursement for transportation of personal effects purchased in Nunavik must:
- a) ask the retailer for a single invoice to this effect;
 - b) ensure that the invoice indicate the weight in kilograms of the good purchased, the price thereof and the rate allocated by the Board for transportation;
 - c) ensure that the handling costs, when applicable, are indicated separately from transportation costs on the invoice;
 - d) submit a written request to Transport Services within ninety (90) days following the purchase;
 - e) attach the invoice for transportation to the written request.
- [exclusion](#) Transportation costs related to the return of merchandise due to damage, breakage, dissatisfaction with the product or contract cancellation will be charged to the employee.

4. Mobility allowance

- 4.1 [leave for other purposes/ mobility allowance](#) When an employee is entitled to a leave of absence for purposes other than educational, and when its duration is for six (6) months or more or when the Board needs the dwelling as provided for in the collective agreements, a mobility allowance may be obtained when no appropriate storage can be provided in the community of assignment. Otherwise, no mobility allowance is provided.
- 4.2 [amount of the mobility allowance](#) The amount of the mobility allowance shall be equivalent to the allowance which would have been allocated in the case of a definite departure from Nunavik.
- 4.3 [utilization of mobility allowance](#) The mobility allowance shall be used for transportation between the place of assignment and:
- a) the nearest locality in Nunavik where secure storage is possible;

³ Idem note 1

⁴ Motorcycle is not covered for support staff employees

- b) the employee's point of departure;
- c) another locality agreed to by KSB.

4.4 [deduction of the allowance](#) Should an employee who received a mobility allowance resign during his leave of absence, this allowance is deducted from the allowance for relocation to which he would have been entitled.

5. Food transportation during the school year

5.1 [application](#) The food transportation benefit applies to all employees assigned in Nunavik, except for those employees employed by the lesson, paid by time sheet or hired as substitute/occasional.

5.2 [maximum weight per school year](#) The employee who must provide for his own food provisions is entitled to food transportation benefits up to the following weights per school year:

- a) 364 kg via air cargo (food cargo) and 363 kg via mail cargo (food mail) per year per adult and per dependent 12 years of age and older, for a total of 727 kg;
- b) 182 kg via air cargo (food cargo) and 182 kg via mail cargo (food mail) per year per dependent under 12 years of age, for a total of 364 kg.

5.3 [calculation](#) The employee who is working part-time on a regular basis or by contract is entitled to the basic allowance set in article 5.3 in proportion to his workload and number of working days.

5.4 [proportion of air and mail cargo](#) A maximum of 50% of the weight allowed may be shipped via air cargo; the balance must be shipped by mail.

5.5 [maximum reimbursement](#) The employee may choose any food supplier, anywhere, but the costs reimbursed may not be greater than the shipping costs between Montréal and the place of assignment.

5.6 [purchases in Nunavik / food](#) In order to promote the Nunavik economy, the Council of Commissioners has temporarily extended the reimbursement of the allowances as provided in article 5.2, to transportation costs included in the price of food purchased in a Nunavik community. Only transportation and handling costs may be reimbursed. The cost of shipping cannot exceed the shipping costs between Montréal and the employee's community of assignment and is limited to a maximum per kg as established in Annex A.

[procedure](#) Original receipts issued by the store and indicating the weight in kg must be provided and sent to Transport Services before June 30th.

Claims for reimbursement should be sent in bulk for sum of at least \$50.00 worth of transportation unless it is a final claim.

- 5.7 [transportation to the employee's residence](#) Although the transportation of food cargo between the airport and the employee's residence is the responsibility of the employee, the school administration may authorize the use of an available KSB vehicle to transport food cargo according to the Directive on *Use of KSB vehicles*.
- 5.8 [exclusive uses](#) The allowance for food transportation is not to be used for other purposes than the transportation of food.

Procedure

5A) [calculation](#) The allowance is established as follows for the employee and his dependents:

1) non teaching employees

$$(\text{basic allowance}) \times (\% \text{workload}) \times \frac{(\text{days worked})}{261} = \text{Allowance}$$

2) teachers

$$(\text{basic allowance}) \times (\% \text{workload}) \times \frac{(\text{days worked})}{200 \text{ days}} = \text{Allowance}$$

6. Reimbursement or payment by KSB

6.1 [payment by the employee](#) In the following situations, the employee shall always pay for the transportation of cargo and claim for reimbursement by KSB (excluding insurance):

- a) shipment by mail (Canada Post);
- b) shipment by seallift;
- c) expenses related to the transportation of the additional 90 kg during social travel.

The claim must describe the type of goods shipped such as food, personal effect or furniture.

6.2 [choice to make the payment or charge KSB directly](#) In the following situations, the employee has the choice to pay for cargo transportation and claim for reimbursement by KSB, or the employee may request KSB to cover the payment directly:

- a) relocation;
- b) food cargo by air transportation.

6.3 [extra fee](#) Any additional fee incurred besides the actual cost per kilo is not reimbursed by KSB, the rule being:

$$\text{Weight of shipment (kg)} \times \text{Rate per kg} = \text{Amount reimbursable}$$

6.4 [limitation](#) The cost of cargo transportation arranged by the employee is reimbursed up to the maximum it would have cost had the employee used the services of the designated air carrier.

7. Shipment by sealift

- 7.1 [responsibility](#) Any employee who wishes to ship cargo by the annual sealift is required to handle all matters related to the shipping of his cargo.
- 7.2 [payment for shipment by sealift](#) Shipments by sealift must be paid by the employee who must claim a reimbursement by KSB upon presentation of original receipts and properly marked personal effects or food cargo.

8. Insurance

- 8.1 [KSB's liability](#) KSB bears no responsibility for any damages incurred during the transportation of the employee's cargo, whether by air transport, sealift, Canada Post or ground transport.
- 8.2 [employee should contract insurance](#) The employee has the sole responsibility to contract insurance in order to cover any loss or damage to his belongings during their transportation. The cost of that insurance is not reimbursed by KSB, under any circumstances.
- 8.3 [shipment of dangerous goods](#) Shipment of dangerous goods is strictly regulated and should be avoided. It is the responsibility of the employee to make the arrangements on the subject, as the shipper is responsible for any damages or injuries caused by dangerous goods improperly packaged or shipped.

9. Final provisions

- 9.1 [falsified claims](#) An employee who knowingly makes a false declaration or claims for an expense that was already reimbursed to another claimant may be subject to the payment of the additional administration cost, to disciplinary measures and appropriate sanctions.
- 9.2 [acquired right](#) Any benefit granted in addition to the collective agreements or by-law respecting the condition of employment of management personnel are in no case to be considered as an acquired right for an employee and can be discontinued by the Board at any time when deemed necessary.

Procedure – Addresses and contacts

9A) **First Air Cargo (Excel Cargo)**
800, boul. Stuart Graham, suite 120
Montréal / Dorval (Québec) H4Y 1J6
Tel.: (514) 631-8560 Fax: (514) 631-5763

Air Inuit / Cargo Zone
800, boul. Stuart Graham, suite 110
Montréal / Dorval (Québec) H4Y 1J6
Tel.: (514) 636-3901 Fax: (514) 636-7414

KSB Transport Services
Tel.: (514) 631-4593 Fax: (514) 633-8650

10. Application of this directive

10.1 [previous provisions](#) The present directive replaces all other directives of the Board pertaining to this subject, while respecting the policies adopted by the Council of Commissioners where applicable. If such policies are adopted, the provisions of these policies will be integrated into this directive for the benefit of the reader.

10.2 [responsibility](#) Any person referred to in this Directive must abide to all its provisions and all managers of the School Board are responsible to ensure that all its provisions are applied and respected.

The Director of Material Resources is the person responsible for providing support in the interpretation of this Directive and to ensure its revision when necessary.

Annex A
*Summary of
 transportation benefits for employees*

A) First year

	employee	spouse	child 12 years old and older	child under 12 years old
Basic*:	228 kg	228 kg	228 kg	137 kg
Utensils*:	45 kg	--	--	--
Food:	727 kg	727 kg	727 kg	364 kg
During Social travel:	90 kg	90 kg	90 kg	90 kg

B) Following years

	employee	spouse	child 12 years old and over	child under 12 years old
Basic:	--	--	--	--
Utensils:	--	--	--	--
Food:	727 kg	727 kg	727 kg	364 kg
During Social travels:	90 kg	90 kg	90 kg	90 kg

C) At the employment termination

	employee	spouse	child 12 years old and older	child under 12 years old
Basic:	228 kg	228 kg	228 kg	137 kg
Utensils:	45 kg	--	--	--
Additional benefit**:	45 kg X year of services	--	--	--

D) Transportation and handling costs / Food purchased in Nunavik

A maximum of 1.95\$ per kg

* Must be used within 12 months following the hiring date.

** This additional benefit is not available to dependents and to Adult Education teachers except under the application of clause 11-14.01 and 11-14.02 of the collective agreement