DIRECTIVE ON THE TRANSPORTATION OF FOOD, PERSONAL EFFECTS AND FURNITURE FOR EMPLOYEES ASSIGNED IN NUNAVIK

Department responsible: Material Resources	Approved by: Director General
Effective date: January 1, 2003	Amended: April 1, 2007, June 20, 2011 and June 15, 2023
References: CC Resolution: 2010/2011-36 and 37 Collective agreements: Teachers: Chapters 11-0.00 and 12-0.00 Support staff: Chapter 6-6.00 Professionals: Chapter 10-0.00 By-law respecting the employment conditions of management personnel: Sec. 4.11	

1. PREMISE

- 1.1 <u>purpose</u> This directive aims to establish the rules for the transportation of cargo by employees assigned to Nunavik and who are entitled to regional disparity benefits as per the collective agreements or the By-law respecting the employment conditions of management personnel.
- 1.2 <u>definitions</u> In this directive, the following expressions and terms mean:
 - dependent: the spouse and/or 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 or her status as a dependent if no public secondary school is accessible where the employee lives;

b) **child**: a child of an employee, of his or her spouse or of both, or a child living with the employee for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the employee for his or her financial support and who is under 18 years of age; every such



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

- c) employee: an employee who is entitled to cargo benefits;
- d) furniture: movables that serve to decorate and embellish a residence, such as a television, microwave oven, computer, electrical appliances, filing cabinet and other objects of a 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 perform his or her duties;
- g) point of departure: legal domicile in Canada at the time of engagement of the employee;
- h) **spouse**: persons who:
 - i. are related by marriage or civil union and cohabiting; or
 - ii. are of a different sex or the same sex, are living together in a conjugal relationship and are the father and/or mother of the same child; or
 - iii. are of a different sex or the same sex and have been living in a conjugal relationship for a period of at least one (1) year.

However, persons shall cease to be considered as spouses upon the dissolution of the marriage through divorce or annulment, or the dissolution of the civil union according to law or, if they are married or living in a conjugal relationship, upon a de facto separation for more than three (3) months.

 Transportation: Department, whose warehouse is located in Dorval and at the KI head office, providing various transportation services.



2. **GENERAL PRINCIPLES**

2.1 application Based on the employee's employment status, a cargo benefit is granted for the transportation of personal effects, utensils and food. Such benefits are granted for relocation purposes at the beginning of every school year. These benefits do not apply to employees paid by the lesson, by time sheet or hired as a substitute or occasional teacher.

spouse receiving If both spouses work for Kativik Ilisarnilirinig (KI) or if each works benefits from other for a different employer in the public and parapublic sectors, only source one of the two may receive the premium applicable to the employee with dependent(s) if he or she has one or more dependents other than his or her spouse. If he or she has no dependent other than his or her spouse, each shall be entitled to the premium for those with no dependents, not with standing the definition of the term "dependent" found in section 1.2 a).

- 2.2 limit When an employee exceeds the cargo benefit to which he or she is entitled, the employee is held personally responsible for any additional costs incurred.
- 2.3 use of the most Every employee is responsible for ensuring that he or she uses economical means the most economical means to transport by air his or her 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 benefits for these dependents is determined at the time of the event connected to the benefit.
- 2.5 report of Any unused portion of the cargo benefit may not be carried over the benefit the next year. However, the transportation of personal effects and furniture at the time of hiring may be used anytime during the first 12 months of employment.

Procedure

- 2A) benefits granted No benefit attached to a relocation is retroactive, i.e., an employee to new who has no dependent(s) when relocating, may not claim dependents 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 or she has at that time.
- 2B) road Transportation from the point of supply to Air Inuit or Canadian transportation North shall be carried out by road transportation, not by another airline.



3. RELOCATION

3.1 <u>expenses</u> Expenses related to a relocation shall be paid by the employee reimbursed or and reimbursed by KI or directly assumed by KI.

A) CONDITIONS TO RECEIVE THE RELOCATION BENEFIT

3.2 An employee is entitled to the relocation benefit in the following situations:

recruitment

 a) when an employee is recruited more than 50 kilometres from the place of assignment, he or she is entitled to a relocation benefit between his or her recognized point of departure and the locality of assignment;

leave of absence for educational purposes

b) when an employee obtains a leave of absence for educational purposes, he or she is entitled to a relocation benefit between his or her locality of assignment and his or her point of departure or the locality where her or she is to study in the Province of Quebec;

reassignment

c) when an employee is assigned to another community, he or she is entitled to a relocation benefit between his or her locality of assignment and the locality where he or she has been reassigned.

3.3 <u>restrictions</u> An employee is not entitled to the relocation benefit under 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 KI and the union agree otherwise;

when both spouses work for KI b) when an employee's spouse also works for KI and is claiming the same expenses;

B) CONTENT OF THE RELOCATION BENEFIT

The relocation benefit includes the following advantages:

- 3.4 <u>adults and</u> Transportation of the employee's personal belongings and those <u>child of 12 years</u> of his or her dependents up to a maximum of 228 kg (kg) for each <u>old and over</u> adult or each child aged 12 years and over.
- 3.5 <u>additional cargo</u> That weight is increased for the employee by 45 kg per year of for the employee service in Nunavik in the employ of KI, when he or she is relocated to his or her point of departure or to another community.



- 3.6 <u>child under</u> Transportation of personal belongings for dependents under 12 12 years old years of age, up to a maximum of 137 kg.
- 3.7 <u>utensils</u> Transportation of utensils up to 45 kg.
- 3.8 <u>other furniture</u> Transportation of furniture other than the furniture provided by <u>in special cases</u> KI, if necessary and as pre-authorized by KI.
- 3.9 <u>transportation</u> The employee shall be reimbursed for the transportation costs of <u>of personal effects</u> his or her personal effects and those of his or her dependents, <u>and social trips</u> when using any of their social trips, up to a maximum of 90 kilograms (kg) per person per school year.

The benefit can be used for one or several social trips, provided the total weight does not exceed 90 kg per school year. All the supporting receipts must be submitted for reimbursement in only one single claim, once per person per calendar year.

3.10 purchases In order to promote Nunavik's economy, the benefits provided in in Nunavik sections 3.4, 3.6 and 3.7 allow for the reimbursement, upon presentation of original receipts, of an employee's transportation costs included in the price of his or her personal effects (other than food) as defined in section 1.2 e) purchased in a Nunavik community. Only transportation and handling costs are subject to reimbursement.

Transportation is payable only once and must not exceed what it would have been had the purchase(s) occurred in Montreal and the goods shipped to the employee's community of assignment.

3.11 vehicle

KI shall assume the cost of transportation, preferably by boat, of an all-terrain vehicle, snowmobile, motorcycle or any car up to a maximum of \$1,000. The employee may elect to use Air Cargo instead. In that case, the employee may not use any other cargo allocation to offset the expense. The employee is responsible for contacting the boat or air cargo provider and making the transportation arrangements. The reimbursement shall be made against a receipt and receiving the documentation subject to section 3B).



Procedure

3A)

designated Employees applying for reimbursement for transportation of air carriers personal effects purchased in Nunavik must use:

> Canadian North: for any cargo between Montreal and Kuujjuaq, Kangiqsualujjuaq, Tasiujaq, Aupaluk, Kangirsuk, Quagtag, Kangiqsujuaq and Salluit

> Air Inuit: for any cargo between Montreal and Kuujjuaraapik, Umiujaq, Inukjuak, Puvirnituq, Akulivik and Ivujivik

3B)

reimbursement Employees applying for reimbursement for the transportation of for local purchases personal effects purchased in Nunavik must:

- a) ask the retailer for a single invoice to this effect;
- b) ensure that the invoice indicates the weight in kg of the goods purchased, the price thereof and the rate allocated by KI for transportation;
- ensure that the handling costs, where applicable, are indicated separately from the transportation costs on the invoice:
- d) submit a written request to Transportation within ninety (90) days following the purchase;
- 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 When an employee is entitled to a leave of absence for a reason purposes/mobility other than for educational purposes, and when its duration is allowance equal to or greater than 6 months or when KI 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 amount of the mobility allowance is equivalent to the mobility allowance which would have been allocated in the case of a allowance definite departure from Nunavik.



- 4.3 <u>use of mobility</u> The mobility allowance shall be used for transportation between the place of assignment and:
 - allowance a) the nearest locality in Nunavik where secure storage is possible;
 - b) the employee's point of departure; or
 - c) another locality agreed to by KI.
- 4.4 <u>deduction of the allowance</u> Should an employee who received a mobility allowance resign during his or her leave of absence, this allowance is deducted from the allowance for relocation to which he or she would have been entitled.

5. FOOD TRANSPORTATION DURING THE SCHOOL YEAR

- 5.1 <u>application</u> The food transportation benefit applies to any employee assigned in Nunavik, except for those employees employed by the lesson, paid by time sheet or hired as substitute/occasional workers.
- 5.2 <u>maximum weight</u> The employee who must provide for his or her own food provisions per school year 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 <u>calculation</u> The employee who is working part-time on a regular basis or on contract is entitled to the basic allowance provided for in section 5.A in proportion to his or workload and number of working day.
- 5.4 <u>proportion of air and mail cargo</u> A maximum of 50% of the weight allowed may be shipped via air and mail cargo; the balance must be shipped by mail.
- 5.5 <u>maximum</u> The employee may choose any food supplier, from anywhere, but reimbursement the costs reimbursed may not be greater than the shipping costs between Montreal and the community of assignment.
- 5.6 <u>purchases in Nunavik/ food</u> In order to promote Nunavik's economy, the Council of Nunavik/ food Commissioners has temporarily extended the reimbursement of allowances provided for in section 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 Montreal and the employee's community of assignment and is



limited to a maximum per kg as established in Appendix A.

procedure Original receipts issued by the store indicating the weight in kg must be provided and sent to Transportation before June 30th.

Reimbursement claims must be sent in bulk for amounts of at least \$50.00 worth of transportation unless it is a final claim.

5.7 <u>transportation</u> Although the transportation of food cargo between the airport to the employee's and the employee's residence is the responsibility of the employee, the school administration may authorize the use of an available KI vehicle to transport food cargo according to the Directive on the *Use of KI vehicles*.

5.8 <u>exclusive uses</u> The allowance for food transportation is not to be used for purposes other than the transportation of food.

Procedure

5A) <u>calculation</u> The allowance is established as follows for the employee and his or her dependents:

1) Non-teaching employees

(basic allowance) X (% workload) X (<u>days worked</u>) = Allowance 261

2) Teachers

(basic allowance) X (% workload) X (<u>days worked</u>) = Allowance 200 days

6. REIMBURSEMENT OR REMITTANCE METHOD

There are 2 options to cover the transportation of food benefit: the reimbursement or remittance method.

An employee can change the method of this benefit only once per lifetime. A written request must be sent to HR prior to April 1st to be applied on July 1st of the following year.

Option 1: The reimbursement method is explained in sections 6.1 to 6.5.

Option 2: The remittance method is explained in section 6.6.



- 6.1 Option 1: In the following situations, the employee has the choice to pay Charge KI directly or for the cargo transportation and submit to KI a claim for payment by the reimbursement, or request KI to cover the payment directly:
 - a) relocation;

emplovee

b) food cargo by air transportation.

In the following situations, the employee must always pay for the transportation of cargo and claim for reimbursement by KI (excluding insurance):

- a) shipment by mail (Canada Post)
- b) shipment by sealift
- 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 effects or furniture.

Option 1: Any additional costs incurred besides the actual cost per kg will Extra fee not be reimbursed by KI, the rule being:

Weight of shipment (kg) X Rate per kg = Refundable amount

- 6.3 Option 1: The cost of cargo transportation arranged by the employee is limitation reimbursed up to the maximum it would have cost had the employee used the services of the designated air carrier.
- Option 1: Any unused kg will be reimbursed by KI by no later than Unused kg September 1st of the following year.
- 6.5 Option 2: The remittance method consists of receiving a food cargo Remittance method allocation spread over the year by means of direct payment on each pay check.

7. SHIPMENT BY SEALIFT

- 7.1 responsibility Any employee who wishes to ship cargo via the annual sealift is required to handle all matters related to the transportation of his or her cargo.
- 7.2 <u>payment for</u> Shipments by sealift must be paid by the employee who can claim <u>shipment by</u> the reimbursement from KI upon presentation of original receipts <u>sealift</u> and properly marked personal effects or food cargo.



8. INSURANCE

- 8.1 <u>KI liability</u> KI is not liable for any damages incurred during the transportation of an employee's cargo, whether by air transport, sealift, Canada Post or ground transportation.
- 8.2 <u>employee should</u> The employee is solely responsible for taking out insurance to <u>contract insurance</u> cover any loss or damage to his or her belongings during transportation. The cost of that insurance will not be reimbursed by KI, under any circumstances.
- 8.3 shipment of dangerous goods is strictly regulated and dangerous goods should be avoided. The employee is responsible for making the necessary arrangements since the shipper is responsible for any damages or injuries caused by dangerous goods improperly packaged or shipped.

9. FINAL PROVISIONS

- 9.1 <u>falsified</u> An employee who knowingly makes a false declaration or claims an expense that was already reimbursed to another claimant may be subject to the payment of an additional administration cost, to disciplinary measures and to appropriate sanctions.
- 9.2 acquired right Any benefit granted in addition to the collective agreements or the By-law respecting the conditions of employment of management personnel shall not be considered as an acquired right for an employee and can be discontinued by KI at any time, when deemed necessary.

Procedure

9A) <u>addresses</u> <u>Canadian North Cargo (Excel Cargo)</u>

and contacts 800, boul. Stuart Graham, bureau 120 Montréal / Dorval (Québec) H4Y 1J6

Tel.: (514) 631-8560 Fax: (514) 631-5763

Air Inuit/Cargo Zone

800, boul. Stuart Graham, bureau 110 Montréal / Dorval (Québec) H4Y 1J6

Tel.: (514) 636-3901 Fax: (514) 636-7414

<u>KI Transportation</u>

9641. Chemin de la Côte-de-Liesse

Montréal / Dorval (Québec) H9P 1A3

Tel.: (514) 633-8678 Fax: (514) 633-8650



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10. APPLICATION OF THIS DIRECTIVE

10.1 <u>previous</u> This Directive replaces all other directives of KI in this area, while <u>provisions</u> 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 <u>responsibility</u> Any person referred to in this Directive must comply with all its provisions and all managers of KI are responsible for ensuring 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.



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APPENDIX A Summary of transportation benefits for employees

A) First year

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

Must be used within 12 months following the hiring date.

B) Subsequent rs

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

C) At the employment termination

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

- Must be used within 12 months following the employee's hiring date.
- ** This additional benefit is not available to dependents and Adult Education teachers except under the application of section 11-14.01 and 11-14.02 of the collective agreement.

