

## MEMO

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**SUBJECT:** Tunnuq Harvest, Terms & Conditions of Work

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For what it's worth here are my thoughts regarding *Terms and Conditions of Work* for Tunnuq Harvest.

### **Job Descriptions**

First of all we shouldn't confuse *Terms & Conditions of Work* with *Job Descriptions*. Whereas *Job Descriptions* are job specific, *Terms & Conditions of Work* are universal and apply to each and every employee. It explains mutual expectations regarding basic work performance, conduct, and reward, i.e. attendance, punctuality, treatment of harvest assets, length of working day, working days per week, pay days, breaks, bonus criteria, discipline/termination offenses, and so on. *Job Descriptions* are good but I'm not sure that anybody here has sufficient knowledge of the harvest operation to delineate each job and draft a description. There were leggers, trimmers, skimmers, gutters, hide-pullers, haulers, wrappers, packers, not to mention cooks/helpers, and maintainers. If *Job Descriptions* are to be drafted they shouldn't be included with the *Terms and Conditions of Work*. The idea is to get each and every employee to read and sign a simple universal contract, as it were, entitled *Terms and Conditions of Work*. I think that is absolutely essential. If you want to issue *Job Descriptions*, O.K. but they shouldn't be part of this contract otherwise you're going to have employees regarding the job as their property and resentful of being assigned to different jobs as exigencies dictate. We don't want to impair operational management by restricting the disposition of labour. Also I think we're aiming for the growth of a trained, interchangeable work force as opposed to specialists. *Job Descriptions*, fine, as long as they're not incorporated with the *Terms and Conditions of Work*, and it is made clear to everybody that they refer to specific functions and not to any individual. Nobody owns a job.

### **Supervision**

We're talking lines of communication, responsibility, and authority here. There's an old truism that you shouldn't exercise the authority without accepting the responsibility and you shouldn't be expected to bear the responsibility without possessing the authority. Whoever bears ultimate responsibility for the operational life of the harvest is the person who should exercise the authority. Otherwise you create an untenable situation. That person can delegate part of his authority if he so chooses so I would suggest that the supervisor of all employees is the Project Manager (or the person delegated by him).

## **Purchases/ Reimbursements**

I would include a little section stating that Tunnuq Harvest is not responsible for any lost or damaged personal property, i.e. knives, rifles, jerry cans, radios, etc. brought onto the work site. In light of the Tommy Nakoolak (& his komatik) incident I would also add a line stating that Tunnuq Harvest will not pay for any personal assets used or reimburse any expenses incurred if the use and/or expenditure was not requested and authorized prior to occurrence as evidenced by a duly approved requisition form or invoice.

Finally this shouldn't be a problem as I inform both the Co-op & Northern of the authorized signing authorities for purchases but maybe, just to underline it, a clause stating that no purchases can be made without first obtaining a duly signed purchase requisition.

## **Pay**

Pay will be computed bi-weekly with the first pay cheques being released on the third Friday worked and every second Friday thereafter. There will be absolutely no exceptions to this except in cases of termination/resignation in which case cheques will be issued the first Friday following the week of termination. Vacation pay is calculated and included in the final pay. Pay is calculated on time/work sheets authorized by Project Manager and initialed by employee.

You might want to think when on Friday these cheques will be given out. The original idea was for Tom to pick 'em up and give 'em out Friday afternoon; his idea being not to have his workers pick up a noon cheque and maybe disappear for the week-end.....but he went a bit soft on this. Maybe the HTA secretary can give 'em out Friday afternoon from 3:00 p.m. onwards. As this is something that could impact operational activities maybe Tom should be consulted on this.

## **Rates and Hours of Work**

It might be instructive to refer to a current copy of the Territorial labour standards ordinance. I'm referring to an old 1985 consolidation and unless it has since been amended, it covers all employees other than domestic servants, trappers & commercial fisherman, managers, and members of professional bodies. The ordinance defines the standard work week as not exceeding 8 hours per day and not more than 44 hours per week. (I suspect this may have since changed; that's why I would obtain a current copy of the act.) A person may be employed in excess of the standard work week but the total daily hours may not exceed 10 hours or 54 total in any one week. In the case of seasonal and intermittent work we may apply to the Labour Standards Officer for permission to exceed this but no matter what any hours worked in excess of the standard work week are paid at time and a half.

Now, never having been at the camp while it was operational, I'm not really familiar with what sort of hours the workers put in but I can envisage a guy putting in 10 hours per day 7 days a week. The thing is he may only have actually worked 6 of those hours while the other 4 were spent hanging around waiting for more product to arrive but as long as he is required to be at his work place, busy or not, he is considered to have worked those hours. We glossed over these legal impediments ( number of hours worked, rate per hour, overtime hours, etc.) by stating \$X per day, specifying neither the number of hours nor the hourly rate. One way out is to treat the workers as self-employed (everybody would be happier and there'd be a hell of a lot less book work) but unfortunately you then run the risk of offending Revenue Canada. It might be worthwhile consulting with them about what constitutes self-employed. It's a nebulous distinction but I'm given to understand that for them the acid test of self-employment is whether or not the worker is self-directed and has autonomy and is not assigned or directed in his daily work. In other words the self-employed are those who perform a specific function within a specific time frame for a set price and are then left to their own devices to get on with the job and are not instructed, supervised, or

assigned. With this understanding the hunters could conceivably be considered self-employed..and possibly the haulers..but the line workers I'm afraid not. For sure I would urge you to consult with both the Labour people and Revenue Canada to clarify things before tackling this area.

**Bonus**

If we're going to allude to a bonus we're basically committing Tunnuq Harvest to this expenditure. I've no objection if it is provided for in the funding and doesn't impair the finances. The idea of a bonus is to encourage the growth of good workers and reward those who are good workers. If you're going to award the bonus on an indiscriminate basis you're talking about some sort of gratuity but not a bonus. That implies some sort of variable bonus scheme which means that apart from basic absolute criteria there is also some sort of employee evaluation going on. I was hoping Tom would have performed this function this year but that didn't materialize. I think that Tom could prepare some sort of employee evaluation while overseeing the demobilization and storage at the completion of the harvest. This might mean an extra 2 or 3 days in town at harvest end but I think it should be done and possibly specified in his contract.

The absolute criteria would be things such as:

- a) stay 'til completion of job (therefore those dismissed or quit not eligible).
- b) those hired after start of harvest will receive a pro-rated amount.

The relative criteria would be based on individual employee evaluation and could be structured on something like the following:

rating level⇒	100%	75%	50%	25%	0%
quality of work	30	22.5	15	7.5	0
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attendance	5	3.75	2.5	1.25	0
punctuality	5	3.75	2.5	1.25	0
co-operation	5	3.75	2.5	1.25	0
ability to plan/manage	5	3.75	2.5	1.25	0
amount of supervision required	5	3.75	2.5	1.25	0
education level	5	3.75	2.5	1.25	0
skill level	5	3.75	2.5	1.25	0
work experience	5	3.75	2.5	1.25	0
score					
Initial evaluation by: _____ on _____					
Amended evaluation by: _____ on _____					

The above sample was designed for municipal outside workers; obviously Tunnuq would have to devise its own pertinent criteria and rating levels. At the harvest end evaluation interviews each employee would be acquainted with the definition and meaning of the criteria and rating levels and then go over the initial evaluation with the Project Manager. There would be a space for both employees' and management comments.

The individual's bonus would then be calculated and awarded accordingly; for example, let's say a \$300 bonus has been allocated for a job. Of that you would say, reserve \$100 to be awarded on the basis of the absolute criteria and \$200 on the basis of the evaluation. So an employee, if he

has been with the project for its entirety would receive \$100 plus his evaluation score times the remaining \$200.

Hope this helps...or at least gives food for thought.