

chapter D-2, r. 1

Decree respecting security guards

Act respecting collective agreement decrees
(chapter D-2, ss. 2 and 6).

(Preamble revoked).

R.R.Q., 1981, c. D-2, r. 1; O.C. 2487-83, s. 1; O.C. 441-84, s. 2; O.C. 635-85, s. 1; O.C. 799-2003, s. 1; O.C. 345-2005, s. 1; O.C. 767-2009, s. 1; O.C. 1127-2013, s. 1.

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SCHEDULE I *(Revoked)*

DIVISION 0.00

CONTRACTING PARTIES

O.C. 1127-2013, s. 2.

0.01. The contracting parties to this Decree are the following:

- (1) for the employer party: Association provinciale des agences de sécurité (A.P.A.S.);
- (2) for the union party: Union des agents de sécurité du Québec, Métallos local 8922.

O.C. 1127-2013, s. 2.

DIVISION 1.00

INTERPRETATION

1.01. For the purposes of the Decree, the following expressions mean:

(1) “security agency”: a person carrying out or having someone else carry out for others security work provided for in paragraph 20;

(1.1) “security guard or guard”: a person who, on behalf of or through a security agency, performs security work mentioned in paragraph 20;

(2) “arm”: firearm;

(2.1) “crossing guard”: an employee whose duty is to ensure the safety of students at school crossings and intersections;

(2.2) “office of the employer”: address of the establishments of the employer as listed in the register of enterprises;

(3) “spouse” means either of 2 persons who:

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

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

(c) are of opposite sex or the same sex and have been living together in a de facto union for 1 year or more;

(3.1) “regular duty”: assignment of a minimum of 4 consecutive weeks comprising 3 or more shifts and a minimum of 21 working hours per week;

(4) “P-1 premium”: benefit paid to a guard having received special training to fight fires and who, upon a customer’s or the employer’s request, becomes a member of his fire-fighting team;

(5) “P-2 premium”: benefit paid to a guard holding a diploma in police techniques and whose customer or employer requires that diploma as a condition for hiring; this premium is also paid to a guard whose duties include the use of radar, or to an agent who is authorized to issue offence statements related to parking violations or to violations provided for in any other Act or regulation;

(6) “P-3 premium”: (a) benefit paid to an incident control officer who is assigned to a psychiatric institution or to the psychiatric department of a general institution and who, in the normal and customary

performance of his duties, is required to intervene physically with beneficiaries; this premium is also paid to an officer who accompanies a beneficiary when he goes from one place to another;

(b) benefit paid to a guard who is assigned to a youth custody facility as defined in the Youth Criminal Justice Act (S.C. 2002, c. 1) and who, in the normal and customary performance of his duties, is required to intervene physically with beneficiaries; this premium is also paid to a guard who accompanies a beneficiary when he goes from one place to another;

(c) benefit paid to a guard whose duties include the care or transportation of adult inmates;

(d) benefit paid to a guard who is assigned to a health care institution and who, at the request of the customer of the employer, is required to intervene physically with persons in the normal and customary performance of his duties;

(7) “P-4 premium”: (a) benefit paid to a guard holding a certificate to the effect that he took a first aid course of at least 16 hours or a CPR course and whose customer or employer requires that certificate as a condition for hiring;

(b) benefit paid to a guard who is required to have training to use a heart defibrillator;

(8) “P-5 premium”: premium paid to a guard assigned to the task of road signalman, with the exception of the one governed by the Act respecting labour relations, vocational training and manpower management in the construction industry (chapter R-20);

(9) “P-6 premium”: benefit paid to a guard working with an arm;

(10) “P-7 premium”: benefit paid to a guard who requires a shelter and who must use his automobile to that effect;

(10.1) *(subparagraph revoked)*;

(10.2) “P-8 premium”: benefit paid to a guard holding a diploma of college studies in industrial and commercial security and whose customer or employer requires that diploma as a condition for hiring;

(10.3) “P-9 premium”: benefit paid to a security guard who is not provided with a uniform;

(10.4) “P-10 premium”: benefit paid to a guard whose customer or employer requires a certificate from the Joint Sector-Based Construction Association on Occupational Health and Safety;

(11) “shift”: for the purpose of determining the status of an employee, a shift is a maximum period of 12 consecutive hours, without considering the interruptions for meals, during which an employee performs for his employer the services required;

(12) “Class A employee”: an employee who performs security work, without the intermediary of a higher class;

(12.1) “class A on-call employee”: employee who performs security work without the intermediary of a higher class and does not have a fixed work schedule;

(13) “Class B employee”: an employee entrusted with the direction or supervision of one or several employees in Class A or Class B;

(14) “regular employee A-01”: an employee who has once worked 3 shifts or more and a minimum of 21 hours per week during more than 6 weeks within a 6-month period.

An employee who has acquired the status of a regular employee A-01 and who no longer wants to perform regular work or declares that he is no longer available to perform weekly work becomes a part-time employee A-02;

(15) “part-time employee A-02”: an employee who has not worked 3 shifts or more and a minimum of 21 hours per week during more than 6 weeks within a 6-month period.

However, when a part-time employee A-02 works on the occasion of one of the holidays provided for in section 6.02, or when he replaces a regular employee A-01 during the annual vacation period, that is from 15 May to 31 August, the shifts carried out during such periods do not enter in the computation of the shifts required to obtain the status of regular employee A-01;

(16) “trial employee A-03”: an employee who has not completed a trial period of 120 days;

(17) “casual employee A-04”: an employee hired for one of the following purposes:

(a) to replace an employee during his absence;

(b) to work during a strike or a lock-out;

(c) to work during a sports, cultural, economic or social activity for a period not exceeding 4 consecutive weeks.

The shifts performed as a casual employee A-04 do not enter in the computation of the shifts required to obtain the status of regular A-01, part-time A-02 or trial A-03 employee;

(18) “week”: a period of 7 consecutive days extending from midnight at the beginning of a given day to midnight at the end of the seventh day; the employer must inform the parity committee in writing, within 15 days, of the day his or her workweek begins. That choice remains in force for the term provided for in section 9.01, but may be modified upon 60 days’ written notice by the employer to the parity committee;

(18.1) “day”: a space of time of 24 hours extending from midnight to midnight;

(19) “continuous service”: means an uninterrupted period during which the employee is bound to the employer by a contract of employment, even if the performance of work has been interrupted without cancellation of the contract, and a period during which fixed term contracts succeed one another without an interruption that would, in the circumstances, give cause to conclude that the contract was not renewed;

(20) “security work”: duties related to watching, monitoring, safety or protection, comprising any of the following tasks:

(a) monitoring, watching or protecting persons, property or premises;

(b) searching;

(c) issue, when authorized, violation reports related to parking or other violations provided for in any other Act;

(d) directing or controlling traffic;

(e) supervising the employees of an employer’s customer;

(f) patrolling in a motor vehicle, on a bicycle or on foot;

(g) carrying out monitoring work in order to prevent shoplifting;

(h) preventing theft, fire and vandalism;

- (i) ensuring, as a school crossing guard, the safety of children at school crossings or at intersections;

The following tasks may be considered security work when performed as a complement to any of the security tasks mentioned in the first paragraph:

- (a) directing or driving persons to their destinations;
- (b) checking passes;
- (c) giving out information;
- (d) receiving persons;
- (e) collecting and registering found objects.

R.R.Q., 1981, c. D-2, r. 1, s. 1.01; O.C. 441-84, s. 3; Erratum, 1984 G.O. 2, 1695; O.C. 999-84, s. 1; O.C. 16-86, s. 1; O.C. 1162-89, s. 1; O.C. 93-90, s. 1; O.C. 1391-91, s. 1; O.C. 1075-94, s. 1; O.C. 1247-94, s. 1; O.C. 1105-95, s. 1; O.C. 1566-98, s. 1; O.C. 799-2003, s. 2; O.C. 767-2009, s. 2; O.C. 1127-2013, s. 3.

DIVISION 2.00

JURISDICTION

2.01. The territorial jurisdiction of the Decree includes all of Québec.

R.R.Q., 1981, c. D-2, r. 1, s. 2.01; O.C. 441-84, s. 4.

2.02. The professional jurisdiction of the Decree governs security agencies and their employees.

R.R.Q., 1981, c. D-2, r. 1, s. 2.02.

2.03. The Decree does not apply to:

(1) peace agents within the meaning of the Police Act (chapter P-13.1), who are members of the Sûreté du Québec or of the police force of a municipality or metropolitan community;

(2) employees other than those in Class A or Class B;

(3) holders of an investigation agent licence carrying on an activity referred to in paragraph 2 of section 1 of the Private Security Act (chapter S-3.5);

(4) employees of the Government of Canada, the Gouvernement du Québec, a municipality and school board;

(5) employees who carry out security work exclusively for their employer's own service or needs;

(6) *(paragraph revoked)*;

(7) employees involved in the operation of a parking lot, except where, as part of their duties, they monitor, watch or protect persons, property or premises mainly to prevent theft, fire and vandalism;

(8) employees working for a carrier of school children, whose task, among others, is to ensure the safety of school children in or near a vehicle referred to in the Regulation respecting road vehicles used for the transportation of school children (chapter T-12, r. 17).

R.R.Q., 1981, c. D-2, r. 1, s. 2.03; O.C. 1162-89, s. 2; O.C. 93-90, s. 2; O.C. 1075-94, s. 2; O.C. 1105-95, s. 2; ; O.C. 31-2014, s. 1.

DIVISION 3.00

HOURS OF WORK

3.01. For the purpose of calculating overtime hours, the standard workweek is 40 hours.

For the sole purpose of calculating the standard workweek, working hours are calculated on the day they are carried out.

R.R.Q., 1981, c. D-2, r. 1, s. 3.01; O.C. 93-90, s. 3; O.C. 1247-94, s. 2; O.C. 1105-95, s. 3; O.C. 1566-98, s. 2; O.C. 799-2003, s. 3; O.C. 767-2009, s. 3.

3.01.1. An employer cannot stagger the hours of work of his employees.

O.C. 767-2009, s. 4.

3.03. Hours worked in addition to the hours in the standard workweek are overtime hours.

Furthermore, the hours worked in addition to the shift, where more than four hours are compulsory, are considered to be overtime hours.

R.R.Q., 1981, c. D-2, r. 1, s. 3.03; O.C. 1105-95, s. 4; O.C. 767-2009, s. 5.

3.04. Overtime hours are paid time and a half the usual wage received by the employee, except for premiums provided for in the Decree and established on an hourly basis.

A regular A-01 employee who works more than 6 consecutive days, whether or not they are included in the same workweek, and who has not worked more than 40 hours, is entitled to be paid in accordance with the first paragraph starting from the seventh consecutive workday.

The days are deemed to be consecutive when, from the sixth workday, less than 24 hours have elapsed between the end of the last shift and the beginning of the next shift.

R.R.Q., 1981, c. D-2, r. 1, s. 3.04; O.C. 441-84, s. 6; O.C. 93-90, s. 4; O.C. 799-2003, s. 5; O.C. 767-2009, s. 6.

3.05. For the purposes of computing overtime hours, annual leave and statutory general holidays with pay are counted as days of work.

This section does not result in granting overtime hours to the employee governed by section 6.04 who works on a holiday. In such case, he receives only the amounts provided for in section 6.04.

R.R.Q., 1981, c. D-2, r. 1, s. 3.05; O.C. 441-84, s. 6; Erratum, 1984 G.O. 2, 1695; O.C. 93-90, s. 4; O.C. 1105-95, s. 5; O.C. 1566-98, s. 3; O.C. 118-2006, s. 1.

3.06. An employee is considered to be at work when he is at his employer's disposal on the work premises and he is obliged to wait to be given work.

R.R.Q., 1981, c. D-2, r. 1, s. 3.06.

3.07. An employee who reports to work at his employer's express request or during the regular course of his employment and who has no work or who works less than 4 consecutive hours, is entitled, on each occasion, to an indemnity equal to 4 hours at his usual rate, except if the increase for overtime hours gives him a higher amount.

Despite the first paragraph, a crossing guard who reports to work more than once per working day, is entitled to at least 5 paid hours if he reports to work twice; to 6 paid hours if he reports to work 3 times; and to 8 paid hours if he reports to work 4 times.

R.R.Q., 1981, c. D-2, r. 1, s. 3.07; O.C. 441-84, s. 7; O.C. 93-90, s. 5; O.C. 1247-94, s. 3.

3.08. The employer must give written notice to an employee before terminating his contract of employment or laying him off for 6 months or more.

Notice shall be given one week in advance where the employee has less than one year of continuous service, 2 weeks in advance where he has one to 5 years of continuous service, 4 weeks in advance where he has 5 to 10 years of continuous service and 8 weeks in advance where he has 10 years or more of continuous service.

Notice of termination of employment given to an employee during a period when he is laid off is absolutely null, except in the case of seasonal employment that usually lasts for not more than 6 months each year.

This section does not deprive an employee of a right granted to him under another Act.

O.C. 441-84, s. 8; O.C. 1247-94, s. 4; O.C. 799-2003, s. 6.

3.08.1. Section 3.08 does not apply to an employee:

- (1) who has less than 3 months of continuous service;
- (2) whose fixed-term contract or contract for a specific undertaking expires;
- (3) who has committed a serious fault;
- (4) whose end of contract of employment or whose layoff is a result of a fortuitous event.

O.C. 1247-94, s. 4.

3.09. An employer who does not give notice as prescribed in section 3.08, or who gives insufficient notice, must pay the employee, for a period equal to the duration of the notice period to which he was entitled or equal to the remainder of that period, a monetary compensation equal to the average weekly wage received by the employee during his period of continuous service, not to exceed the 6 months immediately preceding the employee's departure.

The indemnity must be paid at the time the employment is terminated or at the time the employee is laid off for a period expected to last more than 6 months, or at the end of a period of 6 months after a layoff of indeterminate length or a layoff expected to last less than 6 months but which exceeds that period.

O.C. 441-84, s. 8; O.C. 1247-94, s. 4.

3.10. Upon expiration of the work contract, an employee may demand that his employer issue him a work certificate stating exclusively the nature and duration of his employment, the dates on which his functions began and terminated, and the name and address of the employer. The certificate cannot mention the quality of the employee's work or his behavior.

O.C. 441-84, s. 8.

3.11. Unless there are circumstances beyond the employer's control, an employee shall receive a written notice of at least 1 week before he is dismissed for less than 6 months; such notice is not given to a casual employee A-04 or to an employee who has not completed 3 months of continuous service with his employer.

An employer who does not give notice as prescribed in the first paragraph must pay a monetary compensation equal to the average weekly wage received by the employee during his or her period of continuous service, not to exceed the 6 months immediately preceding the employee's departure for layoff.

O.C. 441-84, s. 8; O.C. 93-90, s. 6; O.C. 1105-95, s. 6; O.C. 799-2003, s. 7.

3.12. An employee is entitled, for his meal, to a period of 30 minutes with pay for each work period of 5 hours, whether or not he is authorized to leave the work premises. This section does not result in granting an additional half an hour pay to an employee who is not authorized to leave the work premises to take his meal.

An employee who is assigned to guard privately a patient in a hospital environment is replaced during his lunch break, except in case of emergency.

O.C. 441-84, s. 8; O.C.93-90, s. 7; Erratum, 1990 G.O. 2, 539; O.C. 1127-2013, s. 4.

DIVISION 4.00

WAGES

4.01. No benefits having a monetary value shall be considered in computing the wage.

R.R.Q., 1981, c. D-2, r. 1, s. 4.01; O.C. 1566-98, s. 4.

4.02. Wages are paid in cash in a sealed envelope by cheque or bank transfer to the financial institution chosen by the employee.

An employee is considered as not having received the wages owned to him if the cheque he receives is not cashable within the 2 working days following receipt or if the amount owed to him is not deposited in his account by 11:59 p.m. on the pay day, as the case may be.

R.R.Q., 1981, c. D-2, r. 1, s. 4.02; O.C. 93-90, s. 8; O.C. 1566-98, s. 5; O.C. 799-2003, s. 8.

4.03. Wages are paid at regular intervals not exceeding 16 days.

Notwithstanding the first paragraph, the employer may pay an employee within the month following the date he was hired.

R.R.Q., 1981, c. D-2, r. 1, s. 4.03.

4.04. The employee receives his wages personally on the work premises and during a working day, except in the case when payment is made by bank transfer or is sent by mail with the employee's consent.

Wages may be remitted to a third person upon the employee's written request.

R.R.Q., 1981, c. D-2, r. 1, s. 4.04; O.C. 93-90, s. 9; O.C. 767-2009, s. 7.

4.05. When a regular payday falls on a day of absence authorized by the Decree, wages are paid to the employee on the preceding workday.

R.R.Q., 1981, c. D-2, r. 1, s. 4.05.

4.06. The employer gives to the employee, at the same time as his wages, an earnings statement with sufficient particulars to permit him to check the computation of his wage. Such earnings statement includes the following particulars:

(a) the employer's name;

(b) the employee's name;

- (c) the status of the employee defined in paragraphs 14, 15, 16 and 17 of section 1.01;
- (d) the date of payment and the work period corresponding to payment;
- (e) the number of hours paid at the applicable rate during the hours of the regular workweek;
- (f) the number of overtime hours paid at the applicable increase;
- (g) the nature and amount of premiums, indemnities or allowances paid;
- (h) the wage rate;
- (i) the amount of gross wages;
- (j) the nature and amount of deductions made;
- (k) the amount of take-home pay;
- (l) the annual vacations accumulated;
- (m) the percentage for sick leaves accumulated.

R.R.Q., 1981, c. D-2, r. 1, s. 4.06; O.C. 93-90, s. 10; O.C. 1391-91, s. 2; O.C. 767-2009, s. 8.

DECREES — SECURITY GUARDS

4.07. The hourly rates and premiums to which employees are entitled are at least those set in the following table:

	As of 2013 11 13	As of 2014 06 29	As of 2015 06 28	As of 2016 07 03	As of 2017 07 02
Class A employee	\$15.66	\$16.14	\$16.59	\$17.04	\$17.49
Class B employee	\$15.91	\$16.39	\$16.84	\$17.29	\$17.74
Premiums					
P-1 premium*	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
P-2 premium*	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
P-3 premium*	\$1.25	\$1.25	\$1.25	\$1.25	\$1.25
P-4 (a) premium*	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
P-4 (b) premium*	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20
P-5 premium*	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
P-6 premium*	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
P-7 premium*	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00
P-8 premium*	\$0.55	\$0.55	\$0.55	\$0.55	\$0.55
P-9 premium*	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15
P-10 premium*	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

* More than one premium at the same time may be applicable.

A Class B employee entrusted with the direction or supervision of one or several Class B employees receives \$0.25 per hour in addition to the hourly rate set in the first paragraph for a Class B employee.

Any training or renewal of training required by an employer or customer will be paid by the employer, unless the purpose of the training is to enable the guard to qualify for work entitling him to a premium defined in section 1.01, or to enable him to obtain or renew his security guard permit.

The costs paid by the employer are: remuneration of the employee as if he were at work, enrolment fees and other reasonable costs incurred by the employee.

R.R.Q., 1981, c. D-2, r. 1, s. 4.07; O.C. 441-84, s. 9; O.C. 16-86, s. 3; O.C. 1162-89, s. 3; O.C. 93-90, s. 11; O.C. 1247-94, s. 11; O.C. 1566-98, s. 6; O.C. 799-2003, s. 9; O.C. 767-2009, s. 9; O.C. 321-2010, s. 1; O.C. 1127-2013, s. 5.

4.08. When paying wages, no signature other than the signature establishing that the amount remitted to the employee corresponds to the amount of the take-home pay indicated on the earnings statement may be required.

R.R.Q., 1981, c. D-2, r. 1, s. 4.08.

4.09. The employees' acceptance of an earnings statement does not mean renunciation of the payment of all or any part of the wages owing to him.

R.R.Q., 1981, c. D-2, r. 1, s. 4.09.

4.10. The employer may make a check-off on wages only when compelled by law, regulation, court order or collective agreement, or under the Decree or a compulsory supplemental pension plan, or where authorized in a writing by the employee for a specific purpose mentioned in the writing.

The employee may cancel such authorization at any time, except when it concerns membership in a group insurance plan or in a supplemental pension plan. The employer shall pay to the recipient the amounts thus deducted.

R.R.Q., 1981, c. D-2, r. 1, s. 4.10; O.C. 1247-94, s. 6; O.C. 118-2006, s. 2.

4.11. Tips paid directly or indirectly by a client to the employee belong to the employee and are not included in wages owed to him. If the employer receives tips, he gives such tips to the employee.

R.R.Q., 1981, c. D-2, r. 1, s. 4.11.

4.12. The maximum amount that may be required by an employer for room and board for one of his employees is the amount established by government regulation.

R.R.Q., 1981, c. D-2, r. 1, s. 4.12.

4.13. *(Revoked).*

O.C. 441-84, s. 10; O.C. 16-86, s. 4; O.C. 1162-89, s. 4; O.C. 93-90, s. 12.

4.14. *(Revoked).*

Revoked.

O.C. 441-84, s. 10; O.C. 16-86, s. 4; O.C. 93-90, s. 12.

4.15. Only the premiums provided for in the Decree are permitted. Any other additional compensation provided for in the Decree is considered as wages.

O.C. 441-84, s. 10; O.C. 16-86, s. 4; O.C. 93-90, s. 13; O.C. 799-2003, s. 10.

DIVISION 5.00

ANNUAL VACATION

5.01. The reference year consists in a period of 12 consecutive months during which an employee progressively obtains his entitlement to annual vacation.

This period extends from 1 May of the preceding year to 30 April of the current year or calendar year, except when a collective agreement establishes another date for the beginning of the said period, which cannot be changed during the term of the Decree.

The employer must advise the parity committee in written of his decision within the 15 days following 13 November 2013.

R.R.Q., 1981, c. D-2, r. 1, s. 5.01; O.C. 441-84, s. 11; O.C. 1566-98, s. 7; O.C. 799-2003, s. 11; O.C. 767-2009, s. 10; O.C. 1127-2013, s. 6.

5.02. All employees are entitled to a paid annual vacation on the basis of their gross earnings during the reference year provided for in section 5.01 as mentioned in the following table. The calculation of gross wages earned during the reference year as defined in section 5.01 includes the indemnity for the paid annual vacation.

Qualification (at the end of the reference year)	Vacation	Compensation
1° less than one year of continuous service with the same employer	one working day per month to a maximum of 10 working days per year. The employer shall grant an annual unpaid vacation of up to 2 weeks to an employee who has not accumulated the maximum of 10 working days of annual leave and who requests such vacation.	6% of earnings
2° one year or more but less than 3 years of continuous service with the same employer	2 continuous weeks. The employer must grant an additional week of annual vacation without pay to the employee who requests an extra week, without such week being consecutive to the first 2 weeks, except where the employer has given his consent.	6% of earnings
3° 3 years or more but less than 5 years of continuous service with the same employer	3 weeks, 2 of which are continuous	6% of earnings
4° 5 years or more of continuous service with the same employer	3 continuous weeks	6% of earnings

Subject to section 5.06, the annual vacation can be divided into periods of 1 week.

R.R.Q., 1981, c. D-2, r. 1, s. 5.02; O.C. 93-90, s. 14; O.C. 1247-94, s. 7; O.C. 1566-98, s. 8; O.C. 799-2003, s. 12; O.C. 1127-2013, s. 7.

5.03. *(Replaced).*

R.R.Q., 1981, c. D-2, r. 1, s. 5.03; O.C. 93-90, s. 14.

5.04. *(Replaced).*

R.R.Q., 1981, c. D-2, r. 1, s. 5.04; O.C. 441-84, s. 12; O.C. 93-90, s. 14.

5.05. *(Replaced).*

R.R.Q., 1981, c. D-2, r. 1, s. 5.05; O.C. 441-84, s. 12; O.C. 999-84, s. 3; O.C. 93-90, s. 14.

5.06. The annual vacation may be divided into 2 or 3 periods of 1 week if the employee so requests, except when the employer closes his establishment for the annual vacation period.

A vacation that is 1 week or less cannot be divided.

R.R.Q., 1981, c. D-2, r. 1, s. 5.06; O.C. 1127-2013, s. 8.

5.07. An employee shall have the right to know the date of his annual vacation at least 4 weeks in advance.

Unless notice is given by the employer, the date chosen by the employee shall be considered as having been accepted by the employer.

R.R.Q., 1981, c. D-2, r. 1, s. 5.07; O.C. 1247-94, s. 8.

5.08. Upon 30 days' prior written request by the employee to the employer, the employee may convert into cash any week of leave exceeding the first 2 weeks of leave for each year.

Where this is the case, the monetary compensation for the leave is paid to the employee at the same time as his or her compensation related to the annual leave.

R.R.Q., 1981, c. D-2, r. 1, s. 5.08; O.C. 441-84, s. 13; O.C. 93-90, s. 15; O.C. 1566-98, s. 9; O.C. 799-2003, s. 13.

5.09. If an employee is absent because of an illness or accident or benefits from a maternity leave during the reference year and such absence reduces the vacation pay for the employee, he/she is entitled to a compensation equal, as the case may be, to 3 times the weekly average of the wages earned during the period worked. The employee mentioned in section 5.02 whose annual vacation is less than 2 weeks is entitled to this amount in proportion to the days of vacation accumulated.

An employee who is absent due to illness or accident may, if he so wishes, take his annual vacation upon his return to work. In such case, the employer shall pay him his annual vacation pay.

R.R.Q., 1981, c. D-2, r. 1, s. 5.09; O.C. 441-84, s. 13; O.C. 93-90, s. 16; O.C. 1247-94, s. 9; O.C. 1566-98, s. 10.

5.10. The employee receives the vacation pay in one payment before the beginning of his vacation.

R.R.Q., 1981, c. D-2, r. 1, s. 5.10.

5.11. The annual vacation is exigible within 12 months following the end of the reference year.

R.R.Q., 1981, c. D-2, r. 1, s. 5.11.

5.12. When the employee's work contract is cancelled before he has taken the total annual vacation to which he was entitled, he receives, in addition to the monetary compensation established in section 5.02 and relating to the vacation he has not taken, a compensation equal to 6% of the gross earnings during the current reference year.

O.C. 441-84, s. 14; O.C. 93-90, s. 17; O.C. 1247-94, s. 10.

5.13. The annual vacation cannot be transferred from one year to another.

O.C. 441-84, s. 14.

DIVISION 6.00

STATUTORY GENERAL HOLIDAYS AND NON-WORKING DAYS WITH PAY

6.01. For an employee, St. John the Baptist's Day is a general holiday with pay pursuant to the National Holiday Act (chapter F-1.1).

R.R.Q., 1981, c. D-2, r. 1, s. 6.01.

6.02. For the purposes of this Decree, the following days are statutory general holidays: 1 January, Good Friday, the Monday preceding 25 May, 1 July, the first Monday in September, the second Monday in October, Remembrance Day and 25 December.

R.R.Q., 1981, c. D-2, r. 1, s. 6.02; O.C. 441-84, a. 15; O.C. 2546-84, s. 1; O.C. 16-86, s. 5; O.C. 93-90, s. 19; O.C. 118-2006, s. 4.

6.03. For each statutory general holiday, the employer must pay to the employee an indemnity equal to 1/20 of the wages earned during the 4 complete weeks of pay preceding the week of the holiday, including premiums, but excluding overtime hours.

R.R.Q., 1981, c. D-2, r. 1, s. 6.03; O.C. 441-84, s. 15; O.C. 16-86, s. 5; O.C. 93-90, s. 20; O.C. 1566-98, s. 11; O.C. 118-2006, s. 5.

6.04. If an employee must work on one of the days indicated in section 6.02, the employer, in addition to paying to the employee working on that general holiday the wages for the work done, must pay to such employee the indemnity provided for in section 6.03, or grant him a compensatory holiday equivalent to the number of hours worked on the holiday, on a date agreed upon by the employer and the employee.

R.R.Q., 1981, c. D-2, r. 1, s. 6.04; O.C. 441-84, s. 15; O.C. 16-86, s. 5; O.C. 93-90, s. 21; O.C. 1247-94, s. 11; O.C. 118-2006, s. 6.

6.05. To benefit from a statutory general holiday, an employee must not have been absent from work without the employer's authorization or without valid cause on the working day preceding or on the working day following the holiday.

The employee who is assigned to work the day after New Year's Day or after Christmas Day and who does not report to work for sickness reasons, shall produce a medical certificate.

R.R.Q., 1981, c. D-2, r. 1, s. 6.05; O.C. 441-84, s. 15; O.C. 16-86, s. 5; O.C. 93-90, s. 22; O.C. 1247-94, s. 12; O.C. 1105-95, s. 7; O.C. 799-2003, s. 14; O.C. 118-2006, s. 7.

6.06. An employee who is on annual vacation on one of the holidays provided for in section 6.02:

(1) is granted, in replacement, an extra day of holiday, after a written agreement between the employee and the employer;

(2) if the employer fails to grant a holiday of 1 day, he must pay to the employee the indemnity provided for in section 6.03.

R.R.Q., 1981, c. D-2, r. 1, s. 6.06; O.C. 441-84, s. 15; Erratum, 1984 G.O. 2, 1695; O.C. 93-90, s. 23; O.C. 1247-94, s. 13; O.C. 1566-98, s. 12; O.C. 118-2006, s. 8.

6.07. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 6.07; O.C. 441-84, s. 15; O.C. 93-90, s. 24; O.C. 118-2006, s. 9.

6.08. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 6.08; O.C. 441-84, s. 15; O.C. 16-86, s. 6.

6.09. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 6.09; O.C. 441-84, s. 15; O.C. 16-86, s. 6.

6.10. For the purposes of this Division, a holiday starts at 0:01 a.m. and ends at 24:00.

O.C. 441-84, s. 15; O.C. 93-90, s. 25; O.C. 1247-94, s. 14.

DIVISION 7.00

PERSONAL HOLIDAYS

7.01. (1) On the occasion of the death of one member or the simultaneous death of more than one member of his family, the employee is entitled to 3 days of paid holiday, that is the day of the funeral and the 2 preceding or following days, provided these days are normally scheduled days of work. “Members of the family” means the employee’s father, his mother, his brother, his sister, his spouse’s father or mother or one of his grandchildren. The employee may also be absent for an additional day on such occasion, but without pay. An additional day without pay may be granted at the request of the employee to perform any function related to the death.

(2) On the death of one of his grandparents or of his spouse’s brother or sister, an employee is entitled to 2 days of leave with pay, that is, on the day of the funeral and the preceding day, where those days are regular working days.

An employee may be absent from work for one day, without pay, by reason of the death or the funeral of a son-in-law or daughter-in-law.

(3) The days mentioned in paragraphs 1, 2 and 7 are not paid if they fall during the annual vacation of the employee or on another holiday provided for in the Decree.

(4) An employee may be absent from work for 1 day, without a loss in wages, on his wedding day or day of the de facto union. An employee may also be absent from work, without pay, on the wedding day or day of the de facto union of one of his children, his father, his mother, his brother or sister, or a child of his spouse. The employee must notify his employer of his absence not less than 1 week in advance.

(5) An employee may be absent from work for 5 days, at the birth of his child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth week of pregnancy. The first 2 days of absence shall be remunerated if the employee is credited with 60 days of uninterrupted service.

This leave may be divided into days at the request of the employee. It may not be taken more than 30 days after the child arrives at the residence of his father or mother or, if such is the case, after the termination of pregnancy.

(6) An employee may be absent from work, without pay, for 10 days per year to fulfil obligations relating to the care, health or education of his child or the child of his spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The leave may be divided into days. A day may also be divided if the employer consents thereto.

The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

(7) On the death of his or her spouse, of one of his or her children or of the child of his or her spouse, an employee is entitled to 5 days of leave with pay including the day of the funeral and the 4 days preceding or following, provided that the employee usually works on these days. The employee may also be absent for an additional day on that occasion, but without pay. An additional day without pay is also granted to the employee to perform any other function related to the death.

R.R.Q., 1981, c. D-2, r. 1, s. 7.01; O.C. 441-84, s. 16; O.C. 1744-84, s. 1; O.C. 93-90, s. 27; O.C. 1247-94, s. 15; O.C. 1566-98, s. 13; O.C. 799-2003, s. 15; O.C. 118-2006, s. 10; O.C. 767-2009, s. 11.

7.02. Regular A-01 employees accumulate sick leave or accident equal to 2% of their wages for hours worked, including the compensation for holidays but excluding premiums.

A regular A-01 employee who is absent because of sickness or an accident receives the equivalent in wages of the number of hours scheduled per day of absence up to the reserve accumulated under the first paragraph. The regular A-01 employee must have accumulated the equivalent in wages of a full day for that day of absence to be paid.

On 31 October of each year, the employer shall establish the dollar amount of the sick leave or accident accumulated by each regular A-01 employee and shall inform each regular A-01 employee thereof not later than the following 30 November.

To be entitled to the payment of his or her accumulated sick leave or accident, as established by the employer on 31 October of each year, the regular A-01 employee must be in the employ of his or her employer on 31 October; however, where there is a change in employer and the regular A-01 employee is hired on his or her workplace by the new employer, the accumulated sick leave or accident is paid by his or her former employer at the time of the employee's departure. A regular A-01 employee who is still in the employ of his or her employer on 31 October is paid the amount accumulated no later than the following 10 December.

R.R.Q., 1981, c. D-2, r. 1, s. 7.02; O.C. 441-84, s. 16; O.C. 16-86, s. 7; O.C. 93-90, s. 28; O.C. 768-92, s. 1; O.C. 1247-94, s. 16; O.C. 1105-95, s. 8; O.C. 1566-98, s. 14; O.C. 799-2003, s. 16.

7.03. In case of absence for sickness or accident, the payment made under the second paragraph of section 7.02 starts on the first day of absence. The employer may always require from the regular A-01 employee proof of his absence or a medical certificate before making such payment. The employee may be absent 2 sick days per year, at his discretion, without being obliged to produce such a medical certificate.

R.R.Q., 1981, c. D-2, r. 1, s. 7.03; O.C. 441-84, s. 16; O.C. 16-86, s. 7; O.C. 768-92, s. 1; O.C. 1105-95, s. 9; O.C. 1566-98, s. 15; O.C. 799-2003, s. 17.

7.04. The days of sick leave or accident provided in sections 7.02 and 7.03 are not payable, however, if they fall on another day of leave provided for in the Decree.

R.R.Q., 1981, c. D-2, r. 1, s. 7.04; O.C. 441-84, s. 16; O.C. 768-92, s. 2.

7.05. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 7.05; O.C. 441-84, s. 16; O.C. 93-90, s. 29; O.C. 799-2003, s. 18.

7.06. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 7.06; O.C. 441-84, s. 16; O.C. 16-86, s. 8.

7.07. *(Revoked).*

R.R.Q., 1981, c. D-2, r. 1, s. 7.07; O.C. 441-84, s. 16; O.C. 93-90, s. 30.

7.08. The days of leave provided for in this Division are not considered as workdays for the purposes of computing overtime hours.

R.R.Q., 1981, c. D-2, r. 1, s. 7.08; O.C. 441-84, s. 16.

7.09. Maternity leave: The pregnant employee is entitled to the maternity leave provided for in the Act respecting labour standards (chapter N-1.1).

R.R.Q., 1981, c. D-2, r. 1, s. 7.09; O.C. 441-84, s. 16; O.C. 118-2006, s. 11.

7.10. *(Replaced).*

R.R.Q., 1981, c. D-2, r. 1, s. 7.10; O.C. 441-84, s. 16.

7.11. *(Replaced).*

R.R.Q., 1981, c. D-2, r. 1, s. 7.11; O.C. 441-84, s. 16.

DIVISION 8.00

MISCELLANEOUS PROVISIONS

8.01. At the time of a strike, a lock-out, a special event such as a cultural or sports activity or for any other limited duration contract not exceeding 60 days, an employee who must use his automobile to reach a work location outside a 40-kilometre radius from his employer's office receives a compensation of \$0.50 for each kilometer travelled. The employer may choose to provide transportation at his own expense.

Where an employee uses his vehicle as a shelter, and where an employer asks his employee to use his own vehicle to make rounds, carry out patrols or perform a motorized vehicle service, the employer pays the employee a compensation of \$0.50 per kilometre for all kilometres travelled.

R.R.Q., 1981, c. D-2, r. 1, s. 8.01; O.C. 441-84, s. 17; O.C. 16-86, s. 9; O.C. 93-90, s. 31; O.C. 1566-98, s. 16; O.C. 799-2003, s. 19; O.C. 767-2009, s. 12; O.C. 1127-2013, s. 9.

8.02. The employer pays for the uniform and the equipment he requires his employees to wear, except for socks, belts and shoes. The safety shoes required by the employer are provided by the latter. Moreover, the employer provides annually his employees with the uniform, including:

- (1) 4 shirts, that is 2 summer shirts and 2 winter shirts;
- (2) 2 pairs of pants.

Where the type of work makes such clothing necessary, the employer shall also provide his employees with:

- (1) a winter coat with a hood;
- (2) a raincoat and rain hat.

Where the employee is a woman, the employer must provide the equivalent in feminine wear.

The employer must supply maternity wear for pregnant women.

For regular A-01 employees, the annual renewal of the uniform is made with new clothes.

The employer cannot make any deduction from the wages actually paid, for any reason whatsoever, in relation with the uniform or the equipment.

R.R.Q., 1981, c. D-2, r. 1, s. 8.02; O.C. 441-84, s. 17; O.C. 93-90, s. 32; O.C. 1247-94, s. 17; O.C. 1105-95, s. 10; O.C. 1566-98, s. 17; O.C. 1127-2013, s. 10.

8.03. Where an employee acts as a juror, he or she must inform his or her employer as soon as he or she receives his or her subpoena; the employer repays the difference between the employee's costs as a juror and the employee's wage.

Where an employee acts as a witness in relation with the performance of his or her functions, he or she must inform the employer as soon as he or she receives the subpoena; the employer pays the employee his or her wages as if the employee were at work.

O.C. 441-84, s. 17; O.C. 799-2003, s. 20.

DIVISION 9.00

TERM

9.01. This Decree remains in force until 2 July 2017. It is then renewed automatically from year to year, unless one of the contracting parties opposes it by sending written notice to the Minister of Labour and to the other contracting party during the month of March of the year 2017 or during the month of March of any subsequent year.

R.R.Q., 1981, c. D-2, r. 1, s. 9.01; O.C. 441-84, s. 18; O.C. 16-86, s. 10; O.C. 93-90, s. 33; O.C. 1247-94, s. 18; O.C. 1566-98, s. 18; O.C. 799-2003, s. 21; O.C. 767-2009, s. 13; O.C. 1127-2013, s. 11.

SCHEDULE I

(Revoked)

O.C. 1566-98, s. 19; O.C. 321-2010, s. 2.

UPDATES

R.R.Q., 1981, c. D-2, r. 1
O.C. 2487-83, 1983 G.O. 2, 3935
O.C. 441-84, 1984 G.O. 2, 1129 and 1695
O.C. 999-84, 1984 G.O. 2, 1672
O.C. 1744-84, 1984 G.O. 2, 3243
O.C. 2546-84, 1984 G.O. 2, 3985
O.C. 635-85, 1985 G.O. 2, 1404
O.C. 16-86, 1986 G.O. 2, 197
O.C. 1162-89, 1989 G.O. 2, 3061
S.Q. 1989, c. 38, s. 319
O.C. 93-90, 1990 G.O. 2, 406 and 539
S.Q. 1990, c. 4, s. 11
O.C. 1391-91, 1991 G.O. 2, 4057
O.C. 768-92, 1992 G.O. 2, 2818
O.C. 1075-94, 1994 G.O. 2, 2966
O.C. 1247-94, 1994 G.O. 2, 3831
O.C. 1105-95, 1995 G.O. 2, 2693
O.C. 757-98, 1998 G.O. 2, 2216
O.C. 1566-98, 1998 G.O. 2, 4811
O.C. 799-2003, 2003 G.O. 2, 2233
O.C. 345-2005, 2005 G.O. 2, 1001
O.C. 118-2006, 2006 G.O. 2, 1116
O.C. 767-2009, 2009 G.O. 2, 1893
O.C. 321-2010, 2010 G.O. 2, 868
O.C. 1127-2013, 2013 G.O. 2, 3197
O.C. 31-2014, 2014 G.O. 2, 195

