

chapter D-2, r. 14

**Decree respecting the non-structural metalwork industry in the Montréal region**

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

WHEREAS, pursuant to the Act respecting collective agreement decrees (chapter D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between:

on the one part:

L'Association de la construction du Québec;

and, on the other part:

United Steelworkers;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 9 December 1961;

WHEREAS a second petition, amending the said agreement, has been submitted to the Department, and has been published in the *Québec Official Gazette* of 31 March 1962;

WHEREAS the said agreement so amended has acquired a preponderant significance and importance towards the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the petition;

WHEREAS the Act has been duly observed as regards the publication of notices;

WHEREAS the objections set forth have been duly considered as required by the Act;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security:

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 9 December 1961 and 31 March 1962.

R.R.Q., 1981, c. D-2, r. 35; O.C. 918-85, s. 1; O.C. 144-92, s. 1; O.C. 1127-94, s. 1; O.C. 1346-2000, s. 1; O.C. 1179-2007, s. 1; O.C. 371-2009, s. 1.

**TABLE OF CONTENTS**

**DIVISION 1.00**  
DEFINITIONS..... **1.01**

<b>DIVISION 2.00</b>	
JURISDICTION.....	<b>2.01</b>
<b>DIVISION 3.00</b>	
HOURS OF WORK.....	<b>3.01</b>
<b>DIVISION 4.00</b>	
OVERTIME HOURS.....	<b>4.01</b>
<b>DIVISION 5.00</b>	
MINIMUM WAGE RATES AND JOB CLASSIFICATION.....	<b>5.01</b>
<b>DIVISION 6.00</b>	
GENERAL HOLIDAYS.....	<b>6.01</b>
<b>DIVISION 7.00</b>	
ANNUAL VACATION.....	<b>7.01</b>
<b>DIVISION 8.00</b>	
CALL-IN PAY.....	<b>8.01</b>
<b>DIVISION 9.00</b>	
CONTRACT WORK.....	<b>9.01</b>
<b>DIVISION 10.00</b>	
MISCELLANEOUS LEAVES AND ADVANCE NOTICE.....	<b>10.01</b>
<b>DIVISION 11.00</b>	
BEREAVEMENT LEAVE.....	<b>11.01</b>
<b>DIVISION 12.00</b>	
AUTHORIZED LEAVES WITHOUT PAY.....	<b>12.01</b>
<b>DIVISION 13.00</b>	
SAFETY AND HEALTH.....	<b>13.01</b>
<b>DIVISION 14.00</b>	
SOCIAL SECURITY.....	<b>14.01</b>
<b>DIVISION 15.00</b>	
PAYMENT OF WAGES.....	<b>15.01</b>
<b>DIVISION 16.00</b>	
ENFORCEMENT.....	<b>16.01</b>
<b>DIVISION 17.00</b>	
TERM OF THE DECREE.....	<b>17.01</b>

## DIVISION 1.00

### DEFINITIONS

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

(a) “mechanic”: the employee who meets the following requirements:

i. has 208 weeks of experience in the trade or the equivalent, according to the recommendation of the board of examiners;

ii. is able to read and understand plans, drawings and patterns;

iii. traces and uses all machines or tools used in the shop to cut, saw, pierce, perforate and form;

iv. has a practical knowledge of burning or welding with a gas torch or electricity, etc.;

v. joins together all the pieces in order to form a whole and thus finished the work required;

vi. performs without supervision all the operations in the shop within the professional jurisdiction of this Decree. The employee assigned to such work must hold a certificate of competency;

(b) “fitter”: the employee who meets the following requirements:

i. has 156 weeks of experience in the trade or the equivalent according to the recommendation of the board of examiners;

ii. performs his work according to directions and instructions received from a mechanic or a foreman;

iii. works from plans and drawings to do tracing and to make patterns and, under direction, to complete his work;

iv. uses the machines and tools ordinarily used to ply his trade;

v. has a practical knowledge of burning or welding with a gas torch or electricity, etc.;

vi. holds a certificate of competency;

(c) “brake press operator”: employee able to trace and operate his machine to form any material according to plans. This employee must hold a certificate of competency;

(d) “blade shear operator”: employee able to trace and to operate his machine to cut any material according to plans. This employee must hold a certificate of competency;

(e) “buffer”: employee able to polish all metals manually or with a machine;

(f) “truck driver”: employee who has the responsibility of driving a truck; he loads and unloads the truck; he may work as a receiver or shipper. He may also work as a production worker A and has a labourer. This employee must hold a certificate of competency;

(g) “trailer-truck driver”: employee who has the responsibility of driving a trailer-truck. Moreover, he may assume the duties of the truck driver described in paragraph *f*;

(h) “production worker A”: employee who may work alone on the work-bench, weld and cut with a torch, assemble, polish, do small adjustments and operate machines for mass production work;

(i) “production worker B”: employee who helps a mechanic, a fitter or a production worker A. He may also perform the work of a production worker A, including welding, provided that he works under the direct supervision of a mechanic, a fitter or a production worker A;

(j) “labourer”: employee who performs any non-specialized work such as painting, grinding, handling materials, sweeping the grounds and helping the mechanic, the fitter and the production worker;

(k) (*paragraph revoked*);

(l) “painter”: employee who uses any specialized equipment to apply paint;

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

i. are married or in a civil union and cohabiting;

ii. 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;

iii. are of opposite sex or the same sex and have been living together in a *de facto* union for 1 year or more;

(n) “continuous service”: the 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 the period during which fixed term contracts succeed one another without interruption that would, in the circumstances, give cause to conclude that the contract was not renewed.

R.R.Q., 1981, c. D-2, r. 35, s. 1.01; O.C. 660-82, s. 1; O.C. 1673-88, s. 1; O.C. 956-93, s. 1; O.C. 1127-94, s. 2; O.C. 736-2005, s. 1.

## DIVISION 2.00

### JURISDICTION

**2.01. Industrial:** This Decree governs the fabrication, production, processing and erection in the plant, for any other party, of any non-structural metalwork, regardless of the metal involved, used for building purposes. Such work includes, but is not limited to doors, sashes, windows, frames, sills, stairs, fire escapes, ladders, catwalks, fences, gates, balconies, all types of railings, protection guards, curb angles, frames, covers for pits and trenches, grills, window guards, cages, participations, and doormats.

R.R.Q., 1981, c. D-2, r. 35, s. 2.01; O.C. 956-93, s. 2; O.C. 494-99, s. 1.

**2.02. Exceptions:** This Decree does not govern the following:

(a) metal framework and hardware;

(b) the accessory part of an apparatus, a machine or piece of equipment not included in the jurisdiction when it is made by the firm that makes the apparatus, the machine or piece of equipment;

(c) doors, sashes, frames and sills intended for residential buildings;

(d) doors, sashes, frames and sills manufactured in mild steel and intended for industrial and institutional commercial buildings and where the metal thickness used is between 22 gauge and 10 gauge inclusively.

R.R.Q., 1981, c. D-2, r. 35, s. 2.02; O.C. 956-93, s. 3.

**2.03. Territorial:** The territorial jurisdiction of this Decree comprises the island of Montréal, the municipality of Laval and the territory included within a 160 km radius of their limits, divided into 2 zones as follows:

(a) **Zone I:** the island of Montréal, the municipality of Laval and the territory included within 40 km of their limits;

(b) **Zone II:** the territory not included in Zone I.

R.R.Q., 1981, c. D-2, r. 35, s. 2.03.

## DIVISION 3.00

### HOURS OF WORK

**3.01.** The standard workday is, as the case may be, 8 hours or 10 hours, scheduled between 6:00 a.m. and 6:00 p.m. The employer must give the Comité conjoint des matériaux de construction written notice of the method to be used for scheduling hours of work in his establishment.

R.R.Q., 1981, c. D-2, r. 35, s. 3.01; O.C. 494-99, s. 2; O.C. 1179-2007, s. 2; O.C. 622-2021, s. 1.

**3.02. Standard workweek:** The standard workweek is 5 days, scheduled from Monday through Friday. However, the employer may, provided the employees agree, establish a standard workweek of 4 consecutive days of 10 hours each, from Monday through Friday.

R.R.Q., 1981, c. D-2, r. 35, s. 3.02; O.C. 494-99, s. 2.

**3.03.** When the employer operates more than 1 shift and the standard workweek is 5 days, the regular workday begins at the following hours:

- (1) the first shift, between 7 :00 a.m. and 9 :00 a.m.;
- (2) the second shift, between 3 :00 p.m. and 6 :00 p.m.;
- (3) the third shift, between 11 :00 p.m. and 1 :00 a.m.

Where the duration of the standard workweek in force is 4 days, the beginning and the end of the regular workday for shifts must be scheduled within a period of 24 hours, beginning with the hour at which the first shift begins its workday.

R.R.Q., 1981, c. D-2, r. 35, s. 3.03; O.C. 494-99, s. 2.

**3.04.** *(Revoked).*

R.R.Q., 1981, c. D-2, r. 35, s. 3.04; O.C. 494-99, s. 3.

**3.05.** The employer may schedule the working hours of his employees on an basis other than a weekly basis, if he meets the following conditions:

- (1) the schedule is not an attempt to avoid the payment of overtime hours;
- (2) he has obtained the consent of the employee concerned;
- (3) the schedule grants the employee another type of benefit to compensate for the loss of payment of overtime hours;
- (4) the average number of working hours is equivalent to that provided for the standard workweek;
- (5) working hours are scheduled over a maximum of 4 weeks;
- (6) the term of the schedule does not exceed 1 year;

(7) he has given a written notice to that effect to the Comité conjoint des matériaux de construction at least 15 days prior to the implementation of the schedule.

A scheduled period may be modified by the employer, or renewed by him at its expiry, on the same conditions as those provided for in the first paragraph.

R.R.Q., 1981, c. D-2, r. 35, s. 3.05; O.C. 494-99, s. 4; O.C. 1179-2007, s. 3.

**3.06. Meal period:** The employee is entitled to a 30-minute minimum meal period without pay in the middle of the work period except when the 3-shift system is in force. In such cases, he is entitled to a 20-minute meal period with pay in the middle of the work period.

R.R.Q., 1981, c. D-2, r. 35, s. 3.06.

**3.07. Coffee-break:** The employee is entitled to a 15-minute rest with pay during each regular half-day's work, and to a 15-minute rest period with pay for each 2 hours of overtime.

R.R.Q., 1981, c. D-2, r. 35, s. 3.07; O.C. 1179-2007, s. 4.

**3.08.** The employee is entitled to a 5-minute rest period with pay immediately before the end of his workday.

R.R.Q., 1981, c. D-2, r. 35, s. 3.08.

## DIVISION 4.00

### OVERTIME HOURS

**4.01.** Work performed in excess of the regular workday or workweek is considered as overtime.

R.R.Q., 1981, c. D-2, r. 35, s. 4.01.

**4.02.** Where the duration of the standard workweek is 5 days:

(1) time and a half shall be paid for the first 4 hours of overtime worked in excess of the regular workday or workweek. Double time shall be paid for subsequent overtime hours;

(2) double time shall be paid for overtime hours worked on Sunday.

Where the standard workweek is 4 consecutive days:

(1) time and a half shall be paid for the first 2 hours of overtime worked in excess of the regular workday. Double time shall be paid for subsequent overtime hours;

(2) time and a half be paid for hours worked on the fifth day up to 12 hours. Double time shall be paid for subsequent overtime hours;

(3) time and a half shall be paid for the first 4 hours worked on Saturday. Double time shall be paid for subsequent overtime hours;

(4) double time shall be paid for hours worked on Sunday.

R.R.Q., 1981, c. D-2, r. 35, s. 4.02; O.C. 494-99, s. 5.

**4.03.** Despite sections 4.01 and 4.02, when an employee must be absent from work during the standard workweek, he or she may agree with the employer to make up for the absence outside the standard workweek, in which case that day is paid at the regular rate.

The first paragraph does not reduce or affect the overtime hours performed beyond the standard workday.

O.C. 622-2021, s. 2.

## DIVISION 5.00

### MINIMUM WAGE RATES AND JOB CLASSIFICATION

**5.01.** The minimum hourly wage rates are as follows for the classifications listed below:

(1) zone 1:

Trades	As of 12 May 2021	As of 30 May 2021
(a) specialized brake press operator and mechanic	\$26.14	\$26.79
(b) fitter and blacksmith	\$23.85	\$24.45
(c) brake press operator, blade shear operator, buffer	\$23.45	\$24.04
(d) trailer-truck driver	\$22.71	\$23.28
(e) production worker A	\$22.36	\$22.92
(f) truck driver	\$22.36	\$22.92
(g) production worker B and painter	\$16.50	\$16.91
(h) labourer	\$15.40	\$15.79

(2) **zone 2:** The minimum wage rates for zone 2 are those for zone 1 reduced by \$0.15 per hour.

R.R.Q., 1981, c. D-2, r. 35, s. 5.01; O.C. 660-82, s. 2; O.C. 918-85, s. 2; Erratum, 1985 G.O. 2, 2379; O.C. 1673-88, s. 2; Erratum, 1988 G.O. 2, 3947; Erratum, 1989 G.O. 2, 19; O.C. 144-92, s. 2; O.C. 1127-94, s. 3; O.C. 494-99, s. 6; O.C. 801-2003, s. 1; O.C. 1179-2007, s. 5; O.C. 1192-2010, s. 1; O.C. 965-2015, s. 1; O.C. 622-2021, s. 3.

**5.02.** The employee working on the second or third shift receives a bonus equal to 2.5% of his regular hourly rate. Such bonus is not subject to the increase provided for overtime hours.

R.R.Q., 1981, c. D-2, r. 35, s. 5.02; O.C. 1673-88, s. 3.

**5.03. Temporary classification:** Employees who temporarily work in a classification paid at a wage that is lower than their usual classification continues to receive the wage paid for their usual classification until the end of the current pay period.

Employees who are required to work for at least 1 month in a classification paid at a wage that is higher than their usual classification receive the wage paid for their temporary classification as of the first day of the week following the beginning of the assignment.

R.R.Q., 1981, c. D-2, r. 35, s. 5.03; O.C. 622-2021, s. 4.

**5.04. Labourer:** When a labourer has received during 4,000 hours the rate prescribed in paragraph *h* of section 5.01 for his classification or more, he receives the wages of a production worker B.

R.R.Q., 1981, c. D-2, r. 35, s. 5.04; O.C. 1179-2007, s. 6.

**5.05. Special provision respecting wages:** Despite any other provision of this Decree, the employee receives at least the minimum wage provided for in the Regulation respecting labour standards (chapter N-1.1, r. 3).

R.R.Q., 1981, c. D-2, r. 35, s. 5.05; O.C. 660-82, s. 3.

**5.06.** *(Revoked).*

O.C. 660-82, s. 3; O.C. 2828-82, s. 1, Erratum; O.C. 918-85, s. 3; O.C. 1673-88, s. 4; O.C. 144-92, s. 3; O.C. 1127-94, s. 4; O.C. 494-99, s. 7.

## DIVISION 6.00

### GENERAL HOLIDAYS

**6.01.** (1) The National Holiday is a general holiday with pay pursuant to the National Holiday Act (chapter F-1.1).

(2) The following days are general holidays with pay: New Year's Day, Good Friday, National Patriots' Day, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

(3) In addition, the last 4 working hours of the working day preceding Christmas Day and those preceding New Year's Day are payable to the employee.

(4) The employee is entitled to 1 movable holiday with pay for each 3-month block of work during the year. A movable holiday may be taken at any time, provided the employer agrees. However, the employer may not refuse that it be taken between 23 December and 2 January, including the half-days of holidays listed in subsection 3.

Authorized absences, holidays and annual vacations are considered as working days for purposes of determining the eligibility of an employee to such movable holidays.

A layoff of less than 15 days within a 3-month block of work does not affect the entitlement of an employee to a movable holiday for such period.

Any movable holiday credited but not taken is paid to the employee before his departure due to a layoff or dismissal.

R.R.Q., 1981, c. D-2, r. 35, s. 6.01; O.C. 660-82, s. 4; O.C. 1673-88, s. 5; O.C. 144-92, s. 4; O.C. 1127-94, s. 5; O.C. 494-99, s. 8; O.C. 736-2005, s. 2; O.C. 1192-2010, s. 2; O.C. 622-2021, s. 5.

**6.02.** Holiday pay and movable holiday pay is equal to 8 or 10 times the hourly rate, according to the employee's regular schedule, plus the shift differential, as the case may be. Holiday pay for general holidays between 23 December and 2 January is equal to 8 times the hourly rate for a maximum of 40 hours per week.

If the employee must work during a holiday, the employer is not compelled to pay the holiday pay provided for in the first paragraph in addition to the wages for the work performed, if the employer grants the employee a compensatory holiday of one day on a date agreed upon between the employer and the employee. If there is no agreement between the employer and the employee for the taking of the compensatory holiday, the employer must pay the holiday pay provided for the first paragraph to the employee.

However, in the case of an occupational disease or employment injury acknowledged by the Commission des normes, de l'équité, de la santé et de la sécurité du travail, the employee receives the difference between



the indemnity received from the Commission and the amount that he would normally have received if he had not been absent.

R.R.Q., 1981, c. D-2, r. 35, s. 6.02; O.C. 1673-88, s. 6; O.C. 144-92, s. 5; O.C. 1179-2007, s. 7; O.C. 965-2015, s. 2; O.C. 622-2021, s. 6.

**6.03.** Except for the National Holiday, holiday pay is payable to the employee provided that he works the last working day preceding the holiday and the first working day following the holiday, unless the employee is on an authorized absence, bereavement leave or is absent due to sickness or accident. However, this leave shall not have started more than 3 months preceding the holiday. In the case of the National Holiday, the right to the leave and to the holiday pay is pursuant to the National Holiday Act (chapter F-1.1).

R.R.Q., 1981, c. D-2, r. 35, s. 6.03; O.C. 1192-2010, s. 3.

**6.04.** Despite section 6.03, holiday pay shall be paid before departure to the employee who is laid off or discharged within the 15 days preceding a general holiday.

R.R.Q., 1981, c. D-2, r. 35, s. 6.04; O.C. 1673-88, s. 7.

**6.05.** When a general holiday falls during an employee's annual vacation, the employer grants him the pay for this holiday.

The employer is not compelled to pay the holiday pay provided for in the first paragraph in addition to the annual vacation pay, if the employer grants the employee a compensatory holiday of one day on a date agreed upon between the employer and the employee. If there is no agreement between the employer and the employee for the taking of the compensatory holiday, the employer must pay the holiday pay provided for in the first paragraph to the employee.

R.R.Q., 1981, c. D-2, r. 35, s. 6.05; O.C. 622-2021, s. 7.

**6.06.** When an employer closes his shop the day before or the day after the general holiday, he may recover the hours lost due to the closing without granting the increase provided for overtime hours on the following conditions:

- (a) he obtains the consent of the majority of the employees concerned;
- (b) he notifies in advance the Comité conjoint des matériaux de construction;
- (c) recovered hours were not worked on Sundays.

R.R.Q., 1981, c. D-2, r. 35, s. 6.06; O.C. 1179-2007, s. 8.

**6.07.** Subject to the application of the second paragraph of section 6.02, any employee working on the day of a leave with pay shall be paid once his regular rate plus his leave with pay including the shift differential, as the case may be.

R.R.Q., 1981, c. D-2, r. 35, s. 6.07; O.C. 1179-2007, s. 9; O.C. 622-2021, s. 8.

## DIVISION 7.00

### ANNUAL VACATION

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

R.R.Q., 1981, c. D-2, r. 35, s. 7.01.

**7.02.** The employee who, on 1 May, has less than 1 year's service receives a continuous annual vacation whose duration consists of 1 day's vacation per month of service without the total duration of the exigible

vacation exceeding 2 weeks. The annual vacation pay is equal to 4% of the employee's earnings during the qualifying period.

R.R.Q., 1981, c. D-2, r. 35, s. 7.02.

**7.03.** An employee who, on 1 May, has at least 1 year's service for the same employer receives an annual vacation with pay determined as follows:

Number of years	Vacation pay	Duration of vacation
(1) from 1 year to less than 3 years	4.16%	2 consecutive weeks
(2) from 3 years to less than 13 years	6.36%	3 consecutive weeks
(3) from 13 years to less than 20 years	8.64%	4 weeks
(4) 20 years and more	11%	5 weeks

R.R.Q., 1981, c. D-2, r. 35, s. 7.03; O.C. 918-85, s. 4; O.C. 494-99, s. 9; O.C. 1179-2007, s. 10; O.C. 622-2021, s. 9.

**7.04.** *(Revoked).*

R.R.Q., 1981, c. D-2, r. 35, s. 7.04; O.C. 660-82, s. 5.

**7.05.** The annual vacation is granted from May to September but it may be taken at another period if the employer and the employee agree.

R.R.Q., 1981, c. D-2, r. 35, s. 7.05.

**7.06.** When the employer closes his shop during the vacation period, he shall notify his employees 4 weeks in advance.

R.R.Q., 1981, c. D-2, r. 35, s. 7.06.

**7.07. Vacation pay:**

(1) Amount of pay: at the end of each week, the employer credits each employee with a sum equal to the percentage to which the employee is entitled under section 7.03 as vacation pay.

(2) Employer's obligation: the employer submits with his monthly report to the Building Materials Joint Committee, the amounts credited for each employee.

(3) Payment of vacation pay: vacation pay is paid to the employee in 1 payment before the beginning of the vacation or in the manner applicable for the regular payment of the employee's wages.

(4) Cancellation of the work contract: when the employee's work contract is cancelled before he has taken the total vacation days to which he was entitled, he receives, in addition to the monetary compensation determined in section 7.02 or 7.03 as the case may be, for the vacation he has not taken, an equivalent pay computed on the gross wages earned during the current qualifying year.

(5) Should an employee be absent owing to sickness or accident or to maternity or paternity leave during the reference year and should that absence result in the reduction of that employee's annual leave indemnity, the employee is then entitled to an equal indemnity based on the effective wage rate he would normally have earned without that absence. An employee whose annual leave is less than two weeks is entitled to that amount in proportion to the days of leave credited to his account.

To determine the indemnity applicable to that leave, the employer must:

- (a) calculate the weekly average of the wages earned by the employee during the period worked;
- (b) count the number of weeks during which the employee would normally have worked;
- (c) multiply the amount of the wages earned per week by the number of weeks of paid annual leave to which the employee is entitled;
- (d) multiply the amount obtained in subparagraph *c* by the number of weeks counted in subparagraph *b*, and divide the result obtained by 52.

An annual leave indemnity calculated in accordance with this section must not, however, exceed that to which the employee would have been entitled if he had not been absent.

R.R.Q., 1981, c. D-2, r. 35, s. 7.07; O.C. 660-82, s. 6; O.C. 1179-2007, s. 11; O.C. 622-2021, s. 10.

## **DIVISION 8.00**

### **CALL-IN PAY**

**8.01.** Any employee who is called in to work shall receive a minimum wage of 4 times his hourly rate.

R.R.Q., 1981, c. D-2, r. 35, s. 8.01.

## **DIVISION 9.00**

### **CONTRACT WORK**

**9.01.** It is forbidden to pay an employee on a piece-work or lump sum basis and any contract to this effect is null and void.

R.R.Q., 1981, c. D-2, r. 35, s. 9.01.

## **DIVISION 10.00**

### **MISCELLANEOUS LEAVES AND ADVANCE NOTICE**

**10.01.** The employee may be absent from work for 1 day without loss of pay on the day of his marriage or of his civil union.

The employee may also be absent from work without pay on the day of the marriage or of the civil union of one of his children, or his father or mother, of a brother or sister or of a child of his spouse.

The employee shall notify his employer of his absence at least 1 week in advance.

R.R.Q., 1981, c. D-2, r. 35, s. 10.01; O.C. 660-82, s. 7; O.C. 956-93, s. 5; O.C. 736-2005, s. 3.

**10.01.1.** The employee may be absent from work for 5 days on the occasion of the birth of his child, the adoption of a child, or the termination of pregnancy in or after the 20th week of pregnancy. The first 2 days of absence are paid.

The leave may be taken in single days on the employee's request. It may not be taken after the expiry of 15 days following the arrival of the child in his father's or mother's residence or, if applicable, the termination of pregnancy.

The employee shall notify the employer of his absence as soon as possible.

O.C. 956-93, s. 5; O.C. 736-2005, s. 4; O.C. 622-2021, s. 11.

**10.02.** The employee is entitled to the maternity leave provided for in the Act respecting labour standards (chapter N-1.1)

O.C. 660-82, s. 7; O.C. 956-93, s. 5.

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

The notice shall be of 1 week if the employee is credited with less than 1 year of uninterrupted service, 2 weeks if he is credited with 1 year to 5 years of uninterrupted service, 4 weeks if he is credited with 5 years to 10 years of uninterrupted service and 8 weeks if he is credited with 10 years or more of uninterrupted service.

A notice of termination of employment given to an employee during the period when he is laid off is null, except in the case of employment that usually lasts for not more than 6 months each year due to the influence of the seasons.

This section does not apply to an employee:

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

An employer who does not give the notice prescribed by this section, or who gives insufficient notice, must pay the employee a compensatory indemnity equal to his regular wage excluding overtime for a period equal to the period or remaining period of notice to which he was entitled.

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. 660-82, s. 7; Erratum, 1982 G.O. 2, 2091; O.C. 144-92, s. 6; O.C. 1127-94, s. 6.

## **DIVISION 11.00**

### **BEREAVEMENT LEAVE**

**11.01.** The employee is entitled to a leave with pay on the occasion of the death or funeral of the following persons:

- (a) his spouse, his child or the child of his spouse: 5 working days;
- (b) his father, mother, sister or brother: 3 working days. He is also entitled to 2 other days on that occasion, but without pay;
- (c) his grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, son-in-law or daughter-in-law: 1 working day.

One of the days provided for in the first paragraph may be granted subsequently for the interment of the deceased, provided the employee notifies the employer in writing 1 week before the interment.

R.R.Q., 1981, c. D-2, r. 35, s. 11.01; O.C. 660-82, s. 7; O.C. 144-92, s. 7; O.C. 1127-94, s. 7; O.C. 801-2003, s. 2; O.C. 736-2005, s. 5; O.C. 622-2021, s. 12.

## **DIVISION 12.00**

### **AUTHORIZED LEAVES WITHOUT PAY**

**12.01.** At a convenient time, the employer grants the employee who has 5 year's service and who so requests, at least 30 days in advance, a continuous leave without pay of a maximum exigible duration of 45 calendar days. He shall notify the employee in writing of any authorization for leave exceeding 1 week, but he is not compelled to grant such leave to more than 1 employee out of 15 during the same period.

R.R.Q., 1981, c. D-2, r. 35, s. 12.01.

**12.02.** The leave without pay provided for in section 12.01 is exigible on the same conditions as soon as a 3-year period has elapsed since the last leave.

R.R.Q., 1981, c. D-2, r. 35, s. 12.02.

## **DIVISION 13.00**

### **SAFETY AND HEALTH**

**13.01.** The employer compensates the employee victim of a work accident covered by the Act respecting industrial accidents and occupational diseases (chapter A-3.001), for the hours lost on the accident day by granting him his hourly rate for each hour lost, increased by the shift differential if any.

R.R.Q., 1981, c. D-2, r. 35, s. 13.01; O.C. 660-82, s. 8.

**13.02.** The employer supplies transportation to the employee, who during his standard working hours, has medical treatment following an industrial accident or disease, if the employee cannot obtain such treatment outside his standard working hours. The employee shall continue to receive his wages during such lost hours.

R.R.Q., 1981, c. D-2, r. 35, s. 13.02; O.C. 660-82, s. 8.

**13.03.** The employer is not compelled to pay hours lost or supply transportation when such expenses are already defrayed by the Act respecting industrial accidents and occupational diseases (chapter A-3.001).

R.R.Q., 1981, c. D-2, r. 35, s. 13.03; O.C. 660-82, s. 8; O.C. 905-88, s. 1.

**13.04.** The employer supplies the following equipment:

(a) safety goggles, when necessary;

(b) burner goggles;

(c) a welding mask;

(d) adequate gloves for the brake press or blade shear operator, the buffer working on buffing machine and to other employees when required by a law or regulation.

In addition, on presentation of vouchers, the employer reimburses to an employee having 3 months of continuous service

(a) a maximum amount of \$400 every 2 years for the purchase of glasses with a safety frame prescribed to the employee who is required to wear such glasses for work;

(b) an amount of \$180 yearly for the purchase of safety boots that comply with standard CAN/CSA-Z195-02.

R.R.Q., 1981, c. D-2, r. 35, s. 13.04; O.C. 660-82, s. 8; O.C. 144-92, s. 8; O.C. 494-99, s. 10; O.C. 801-2003, s. 3; O.C. 1179-2007, s. 12; O.C. 371-2009, s. 2; O.C. 965-2015, s. 3; O.C. 622-2021, s. 13.

## DIVISION 14.00

### SOCIAL SECURITY

**14.01.** The employer shall contribute to the social security plan, for each hour paid, the sum of \$0.96.

R.R.Q., 1981, c. D-2, r. 35, s. 14.01; O.C. 905-88, s. 2; O.C. 144-92, s. 9; O.C. 494-99, s. 11; O.C. 801-2003, s. 4; O.C. 371-2009, s. 3; O.C. 890-2019, s. 1.

**14.02.** The employer shall deduct from the pay of each of his employees, for each hour paid, the sum of \$0.96.

R.R.Q., 1981, c. D-2, r. 35, s. 14.02; O.C. 905-88, s. 2; O.C. 144-92, s. 9; O.C. 494-99, s. 12; O.C. 801-2003, s. 4; O.C. 371-2009, s. 3; O.C. 890-2019, s. 2.

**14.03.** Before the 15th day of each month, the employer remits to the Building Materials Joint Committee a sum equal to the amount of his contribution according to section 14.01 and of the deductions made from his employees' wages according to section 14.02 for the preceding month.

R.R.Q., 1981, c. D-2, r. 35, s. 14.03; O.C. 371-2009, s. 4.

**14.04.** The good operation of the insurance contract concluded to enforce the social security plan provided for in this Division is submitted to the supervision of the Autorité des marchés financiers and the replacement or amendment of this contract are subject to his approval.

R.R.Q., 1981, c. D-2, r. 35, s. 14.04; O.C. 1124-87, s. 61.

**14.05.** When an employee who is eligible for insurance benefits performs work governed by the industrial jurisdiction outside the territorial jurisdiction of this Decree, or is absent with the authorization of his employer he may, subject to the insurance contract, maintain for a maximum period of 6 months his adhesion to the social security plan, provided that:

(a) he notifies the Building Materials Joint Committee in advance;

(b) the employee, solely or jointly with his employer if the latter so agrees, subject to prior agreement, pays to the Building Materials Joint Committee on or around the 15th of each month, equal to the contribution provided for in sections 14.01 and 14.02.

R.R.Q., 1981, c. D-2, r. 35, s. 14.05; O.C. 905-88, s. 3; O.C. 144-92, s. 10; O.C. 371-2009, s. 5.

**14.06.** The employer pays into the pension plan of the non-structural metalwork industry in the Montréal region, for each hour paid, the sum of \$1.15.

R.R.Q., 1981, c. D-2, r. 35, s. 14.06; O.C. 660-82, s. 9; O.C. 1673-88, s. 8; O.C. 144-92, s. 11; O.C. 494-99, s. 13; O.C. 801-2003, s. 5; O.C. 371-2009, s. 3; O.C. 1192-2010, s. 4; O.C. 890-2019, s. 3.

**14.07.** As of the later date mentioned in the second paragraph of section 14.06, the employer will deduct \$0.25 per hour paid from each employees' wages, in accordance with the pension plan.

O.C. 1192-2010, s. 4.

**14.08.** Before the 15th day of each month, the employer remits to the Building Materials Joint Committee a sum equal to the amount of his contribution according to section 14.06 and of the deductions made from his employees' wages according to section 14.07 for the preceding month.

O.C. 1192-2010, s. 4.

## **DIVISION 15.00**

### **PAYMENT OF WAGES**

**15.01.** Employees' wages are paid by cheque or bank deposit every Thursday. The cheques and pay slips, as the case may be, are given to employees during regular workhours. The pay slip contains the following particulars:

- (a) employer's name;
- (b) employee's name;
- (c) employee's classification;
- (d) date of payment and work period corresponding to payment;
- (e) number of hours paid at the standard rate;
- (f) number of overtime hours paid with the applicable increase;
- (g) nature and amount of premiums, indemnities, allowances or commissions paid;
- (h) wage rate;
- (i) gross amount of wages;
- (j) nature and amount of deductions made;
- (k) amount of net wages paid to the employee;
- (l) amount of annual vacation pay paid to the Building Materials Joint Committee.

R.R.Q., 1981, c. D-2, r. 35, s. 15.01; O.C. 660-82, s. 10; O.C. 622-2021, s. 14.

## **DIVISION 16.00**

### **ENFORCEMENT**

**16.01.** The Building Materials Joint Committee is entrusted with the enforcement of this Decree.

R.R.Q., 1981, c. D-2, r. 35, s. 16.01.

## **DIVISION 17.00**

### **TERM OF THE DECREE**

**17.01.** The Decree remains in force until 30 November 2025.

R.R.Q., 1981, c. D-2, r. 35, s. 17.01; O.C. 660-82, s. 11; O.C. 918-85, s. 5; O.C. 144-92, s. 12; O.C. 1127-94, s. 8; O.C. 494-99, s. 14; O.C. 801-2003, s. 6; O.C. 1179-2007, s. 13; O.C. 1192-2010, s. 5; O.C. 965-2015, s. 4; O.C. 890-2019, s. 4; O.C. 888-2024, s. 1.

UPDATES

R.R.Q., 1981, c. D-2, r. 35  
O.C. 660-82, 1982 G.O. 2, 986 and 2091; Suppl. 444  
O.C. 2828-82, 1982 G.O. 2, 3705  
O.C. 918-85, 1985 G.O. 2, 1804 and 2379  
S.Q. 1985, c. 6, s. 477  
S.Q. 1986, c. 89, s. 50  
O.C. 1124-87, 1987 G.O. 2, 3139  
O.C. 905-88, 1988 G.O. 2, 2346 and 3331  
O.C. 1673-88, 1988 G.O. 2, 3864, 3947 and 1989 G.O. 2, 19  
O.C. 144-92, 1992 G.O. 2, 914  
O.C. 956-93, 1993 G.O. 2, 3706  
O.C. 1127-94, 1994 G.O. 2, 3253  
O.C. 757-98, 1998 G.O. 2, 2216  
O.C. 494-99, 1999 G.O. 2, 1163  
O.C. 1346-2000, 2000 G.O. 2, 5357  
O.C. 801-2003, 2003 G.O. 2, 2237  
O.C. 736-2005, 2005 G.O. 2, 3444  
O.C. 1179-2007, 2008 G.O. 2, 38  
O.C. 371-2009, 2009 G.O. 2, 1278  
O.C. 1192-2010, 2010 G.O. 2, 4087  
O.C. 965-2015, 2015 G.O. 2, 2958  
S.Q. 2015, c. 15, s. 237  
S.Q. 2015, c. 20, s. 61  
O.C. 890-2019, 2019 G.O. 2, 2290  
O.C. 622-2021, 2021 G.O. 2, 1389  
O.C. 888-2024, 2024 G.O. 2, 2064