

by registered or certified mail, at least 90 days before the term expires, a notice in writing to the effect that it intends to terminate the Agreement or make amendments thereto.

Amendments

7.04 In the latter case, the notice shall contain the amendments that the party wishes to make.

Renewal

7.05 The sending of the notice provided for in section 7.04 shall not preclude the tacit renewal of this Agreement for a period of 1 year. If the parties do not agree on the amendments to be made to the Agreement, the Agreement shall be terminated, without further notice, at the expiry of that period.

CHAPTER

8.00 CANCELLATION OF THE AGREEMENT

Non-compliance

8.01 If the CEIC fails to comply with any of its obligations, the Commission may send a notice in writing to request that the CEIC remedy that failure within a period fixed by the Commission. Should the failure not be remedied within the period fixed, the Commission may cancel this Agreement unilaterally by giving notice in writing.

Date

8.02 The Agreement shall then be cancelled on the date on which the notice of cancellation provided for in section 8.01 is sent.

Financial adjustments

8.03 In the event of cancellation, the Commission shall make financial adjustments on the basis of the amounts payable under this Agreement.

Sum due

8.04 Any sum due after such financial adjustments have been made shall be payable on the due date appearing on the notice of assessment.

Mutual agreement

8.05 The parties may, by mutual agreement, cancel this Agreement at any time.

Damages

8.06 In the event of cancellation, neither party shall be required to pay damages, interest or any other form of indemnity or charges to the other party.

SCHEDULE I TO THE AGREEMENT

LIST OF PROGRAMS SUBJECT TO THE AGREEMENT

— Youth Employment and Learning Strategy:

(a) program “Student Summer Job Action”:
— option “Summer Career Placements”;
— option “Summer Youth Service Canada”;

(b) “Youth” component:
— program “Youth Service Canada”;
— program “Youth Internship Canada”;

— Employability Improvement:

(a) “Project-Based Training” component;

(b) “Employment Assistance” component;

— Community Futures:

(a) “Local Projects” component:
— “Job Development Projects” measure (regulars and social assistance recipients);
— “Job Creation Projects” measure;

— Atlantic Groundfish Strategy:

(a) “Labour Market Adjustment” component:
— “Environmental Projects” measure;
— “Community Opportunities” measure.

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Gouvernement du Québec

O.C. 295-97, 5 March 1997

An Act respecting occupational health and safety (R.S.Q., c. S-2.1)

Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse

Regulation respecting the implementation of the Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse

WHEREAS under section 16 of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), a person doing work under a project of any government, whether or not the person is a worker within the meaning of the Act, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission de la santé et de la sécurité du travail and the government, agency or legal person concerned;

WHEREAS the Commission de la santé et de la sécurité du travail and the Office Franco-Québécois pour la Jeunesse have entered into such an agreement to deem as workers the persons participating in the program established and administered by the Office;

WHEREAS under section 170 and subparagraph 39 of the first paragraph of section 223 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), the Commission may, by regulation, take the measures necessary for the implementation of such an agreement;

WHEREAS in accordance with section 224 of that Act and sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft Regulation was published in Part 2 of the *Gazette officielle du Québec* of 17 April 1996 with a notice that upon the expiry of 60 days following that notice, it would be made by the Commission and submitted with or without amendments to the Government for approval;

WHEREAS at its meeting of 19 September 1996, the Commission made the Regulation respecting the implementation of the Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse;

WHEREAS it is expedient to approve the Regulation as attached to this Order in Council:

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour:

THAT the Regulation respecting the implementation of the Agreement regarding the programs of the Office Franco-Québécois pour la Jeunesse, attached hereto, be approved.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation respecting the implementation of the Agreement regarding the programs of the Office franco-québécois pour la jeunesse

An Act respecting occupational health and safety (R.S.Q., c. S-2.1, s. 223, 1st par., subpar. 39)

1. The Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) applies to persons participating in the programs of the Office franco-québécois pour la jeunesse on the conditions and to the extent provided for in the Agreement between the Office and the Commission de la santé et de la sécurité du travail appearing in Schedule I.

2. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

SCHEDULE I

WHEREAS the Office, created by the Protocol concerning exchanges between Québec and France in matters of physical education, sports and popular education made pursuant to the Franco-Québec agreement of the 27th February 1965 on a program of exchange and co-operation in the field of education, shall, under section 1 of the Act respecting the Office Franco-Québécois pour la Jeunesse (R.S.Q., c. O-5), have the powers of a legal person within the meaning of the Civil Code of Québec;

WHEREAS under article 3 of the said Protocol, the Office shall have juridical personality and shall enjoy in Québec and in France autonomy in its management and administration;

WHEREAS under section 138 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), the Commission is a legal person within the meaning of the Civil Code of Québec and has the general powers of such a legal person and the special powers conferred upon it by that Act;

WHEREAS under section 170 of that Act, the Commission may make agreements with a Government department or agency, another government or a department or agency of such a government for the application of the Acts and regulations administered by it, according to law;

WHEREAS under article 2 of that Protocol, the object of the Office is to develop relations between the youth of Québec and that of France, and for such purpose, to

bring about, encourage and promote meetings and exchanges between groups of young people and also between authorities in the field of youthful activities, recreation and sports;

WHEREAS the Office has requested that the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply to certain trainees and it intends to assume the obligations prescribed for employers, including those concerning assessments due;

WHEREAS under section 16 of the Act respecting industrial accidents and occupational diseases, a person doing work under a project of any government, whether or not the person is a worker, may be deemed to be a worker employed by that government, by an agency or by a legal person, on the conditions and to the extent provided by an agreement between the Commission and the government, agency or legal person concerned;

WHEREAS under section 16 of that Act, the second paragraph of section 170 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) applies to such agreement, the effect of that section 16 being that the Commission must proceed by way of a regulation in order to give effect to an agreement extending benefits arising out of Acts or regulations administered by it;

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

CHAPTER 1.00 ENABLING PROVISIONS

Enabling provisions 1.01 This Agreement is entered into under section 16 of the Act respecting industrial accidents and occupational diseases.

CHAPTER 2.00 PURPOSES OF AGREEMENT

Purposes of agreement 2.01 The purposes of this Agreement are to provide for the application of the Act respecting industrial accidents and occupational diseases to certain trainees of the Office and to determine the respective obligations of the Office and of the Commission, on the conditions and to the extent set forth herein.

CHAPTER 3.00 DEFINITIONS

For the purposes of this Agreement,

“*Commission*”

(a) **Commission** means the Commission de la santé et de la sécurité du travail established under section 137 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1);

“*employment*”

(b) **employment** means, as the case may be, the remunerated employment the trainee has at the time his employment injury appears or for which he is registered with the Commission. If the trainee has no remunerated employment or is not registered with the Commission at the time his injury appears, he is entitled to an income replacement indemnity if he becomes unable, by reason of his injury, to carry on his usual employment or, if he does not carry on such employment usually, the employment that could have been his usual employment, considering his training and work experience and physical and intellectual capacity before his injury appeared;

“*establishment*”

(c) **establishment** means a body within the meaning of the Act respecting occupational health and safety;

“*educational institution*”

(d) **educational institution** means an agency that provides training programs under the Education Act (R.S.Q., c. I-13.3), under the General and Vocational Colleges Act (R.S.Q., c. C-29) or under the Act respecting private education (R.S.Q., c. E-9), or an educational institution at the university level. Such activities may include a non-remunerated training period at an establishment;

“*employment injury*”

(e) **employment injury** means an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including a recurrence, relapse or aggravation;

“*Act*”

(f) **Act** means the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001);

“Office”	(g) Office means the Office Franco-Québécois pour la Jeunesse, Section du Québec, created under article 1 of the Protocol concerning exchanges between Québec and France in matters of physical education, sports and popular education made pursuant to the Franco-Québec agreement of the 27 th February 1965 on a program of exchange and co-operation in the field of education;		continue his program by reason of his injury.
		<i>Register of accidents</i>	However, the Office is required to make the register of work accidents referred to in the preceding paragraph available only to the Commission.
		<i>Information</i>	At the request of the Commission, the Office shall forward a description of the program and of the tasks or activities performed by the trainee at the time the employment injury appeared.
“trainee”	(h) trainee means a person who is doing work under a program administered by the Office, in particular the programs listed in Schedule I, and who is not		
	(a) a person doing work as part of a measure provided for in section 23 of the Act respecting income security (R.S.Q., c. S-3.1.1); or		
	(b) a person covered by section 10 of the Act who is undertaking a non-remunerated training period for which an educational institution is responsible.	<i>Exceptions</i>	4.03 Notwithstanding section 4.02, section 32 of the Act pertaining to the dismissal, suspension or transfer of a worker, the practice of discrimination or the taking of reprisals against him, sections 179 and 180 concerning temporary assignment and Chapter VII respecting the right to return to work do not apply to the Office.
CHAPTER	4.00 OBLIGATIONS OF THE OFFICE	<i>First aid</i>	Although the Office itself is not required to give first aid to a trainee who suffers an employment injury in accordance with sections 190 and 191 of the Act, it shall ensure that first aid is given where necessary and shall assume the costs thereof.
<i>Employer</i>	4.01 The Office is deemed to be the employer of any trainee covered by this Agreement.		
<i>Restrictions</i>	Notwithstanding the foregoing, that employer-employee relationship shall be recognized only for the purposes of assessments and indemnities under the Act and shall not be considered as an admission of <i>de facto</i> status which may be open to interpretation in other fields of activity.	<i>Payment of assessments</i>	4.04 The Office agrees to pay the assessment calculated by the Commission in accordance with the Act and the regulations made thereunder and the fixed administrative costs associated with each financial record.
<i>General obligations</i>	4.02 As an employer, the Office is bound, <i>mutatis mutandis</i> , by all the obligations provided for in the Act, including in particular the obligation to keep a register of work accidents occurring in the establishments where the trainees are located and the obligation to inform the Commission, using the form prescribed by the Commission, that a trainee is unable to	<i>Assessment</i>	4.05 For assessment purposes, the Office is deemed to pay wages that correspond, as the case may be, to the gross annual employment income of each trainee at the time he registered in a program, to the unemployment insurance benefits received by the trainee or to the minimum wage, if the trainee has no other employment income.

<i>Minimum</i>	The assessment shall be based on the wages that the Office is deemed to pay and on the length of the training period. However, the wages that the Office is deemed to pay may not in any case be less than two thousand dollars (\$2000) per trainee.		the meaning of the Act, except in respect of travel between Québec and the country where the training period will be undertaken.
<i>Annual statement</i>	4.06 The Office shall send to the Commission, before 15 March of each year, a statement setting out, in particular,	<i>Indemnity</i>	5.02 A trainee who suffers an employment injury is entitled to an income replacement indemnity from the first day following the beginning of his inability to carry on his employment by reason of his injury.
(1) the amount of gross annual employment income earned by the trainees during the preceding calendar year calculated on the basis of the length of the training period; and		<i>Payment</i>	Notwithstanding section 60 of the Act, the Commission shall pay to such trainee the income replacement indemnity to which he is entitled.
(2) an estimate of the gross annual employment income calculated on the basis of the length of the training period of the trainees registered or likely to be registered for a training period during the current year.		<i>Calculation of the indemnity</i>	5.03 For the purposes of calculating the income replacement indemnity, the trainee's gross annual employment income is, as the case may be, that which he derives from the remunerated employment he has at the time his employment injury appears, that which corresponds to the unemployment insurance benefits received, that for which he is registered with the Commission or, if he is unemployed or if he is an independent operator not registered with the Commission, that determined on the basis of the minimum wage provided for in section 3 of the Regulation respecting labour standards (R.R.Q., 1981, c. N-1.1, r. 3) and the regular workweek referred to in section 52 of the Act respecting labour standards (R.S.Q., c. N-1.1), as they read on the date on which they are to be applied when the injury appears.
<i>Register</i>	4.07 The Office shall keep a detailed register of the names and addresses of the trainees and, if the trainees are employed during their training periods, the names and addresses of their respective employers.		
<i>Availability</i>	The Office shall make such register available to the Commission if the latter so requires.		
<i>Description of programs</i>	4.08 The Office shall forward to the Commission, upon the coming into force of this Agreement, a description of every program appearing in Schedule I.		
<i>New program or amendment</i>	Every new program and every subsequent amendment to a program appearing in Schedule I shall be forwarded so that it may be evaluated and a decision may be made whether to include or to retain it under this Agreement.	<i>Exception</i>	However, entitlement to an income replacement indemnity and the calculation thereof for a trainee who is considered to be a worker under this Agreement and who is a full-time student shall be determined according to sections 79 and 80 of the Act.
CHAPTER	5.00 OBLIGATIONS OF THE COMMISSION		
<i>Worker status</i>	5.01 The Commission shall consider a trainee covered by this Agreement to be a worker within	<i>Recurrence, relapse or</i>	In the event of a recurrence, a relapse or an aggravation, where the

<i>aggravation</i>	trainee has a remunerated employment, the gross annual income is, for the purposes of calculating the income replacement indemnity, established in accordance with section 70 of the Act. However, if he is unemployed at the time of the recurrence, relapse or aggravation, the gross annual employment income is that which he derived from the employment out of or in the course of which he suffered his employment injury; that gross income is revalorized on 1 January of each year from the date he ceased to hold the employment.	CHAPTER	7.00 COMING INTO FORCE, TERM AND CANCELLATION
		<i>Taking effect</i>	7.01 This Agreement takes effect on the date of coming into force of the Regulation adopted for that purpose by the Commission under section 170 of the Act respecting occupational health and safety.
		<i>Term</i>	It shall remain in force until 31 December 1997.
		<i>Tacit renewal</i>	7.02 It shall subsequently be renewed tacitly from one calendar year to the next, unless one of the parties sends to the other party, by registered or certified mail, at least 90 days before the term expires, a notice in writing to the effect that it intends to terminate the Agreement or make amendments thereto.
<i>Financial records</i>	5.04 At the request of the Office, the Commission shall open a special financial record for each program covered by this Agreement.		
<i>Unit of economic activity</i>	Such record shall be classified in the unit corresponding to the economic activities described in the "Programme d'aide à la création d'emploi" unit or, should amendments be made after this Agreement is signed, in a unit corresponding to those activities.	<i>Amendments</i>	7.03 In the latter case, the notice shall contain the amendments which the party wishes to make.
		<i>Renewal</i>	The sending of such notice shall not preclude the tacit renewal of this Agreement for a period of 1 year. If the parties do not agree on the amendments to be made to the Agreement, the Agreement shall be terminated, without further notice, at the expiry of that period.
CHAPTER	6.00 MISCELLANEOUS		
<i>Monitoring of progress of Agreement</i>	6.01 Within 15 days following the coming into force of this Agreement, both the Commission and the Office shall designate a person who will be responsible for monitoring the progress of this Agreement.	CHAPTER	8.00 CANCELLATION OF THE AGREEMENT
<i>Addresses for notices</i>	6.02 Every notice provided for in this Agreement shall be sent to the following addresses:	<i>Non-compliance</i>	8.01 If the Office fails to comply with any of its obligations, the Commission may request that the Office remedy that failure within a period fixed by the Commission. Should the failure not be remedied within the period fixed, the Commission may cancel this Agreement unilaterally by giving notice in writing.
	(a) Le secrétaire de la Commission, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 14 ^e étage, Montréal (Québec), H3C 4E1;		
	(b) Le Secrétaire général de l'Office, Office Franco-Québécois pour la Jeunesse, 1441, boulevard René-Lévesque Ouest, Montréal (Québec), H3G 1T7.	<i>Date</i>	This Agreement shall then be cancelled on the date of the notice in writing.

Financial adjustments

8.02 In the event of cancellation, the Commission shall make financial adjustments on the basis of the amounts payable under this Agreement.

WHEREAS under paragraph 2 of section 97 of that Act, the Government may, by regulation, determine for each class of lease of exclusive hunting, fishing or trapping rights, the method of computing and the conditions of payment of the annual rent;

Sum due

Any sum due after such financial adjustments have been made shall be payable on the due date appearing on the notice of assessment.

WHEREAS under paragraph 1 of section 102 of that Act, the Government may, by regulation, determine the cost of outfitter's licenses;

Mutual agreement

8.03 The parties may, by mutual agreement, cancel this Agreement at any time.

WHEREAS under paragraph 1 of section 121 of that Act, the Government may, by regulation, in respect of a wildlife sanctuary, determine the conditions on which hunting, fishing or trapping activities are permitted and fix the amount of the fees for the carrying on of such activities;

Damages

8.04 In the event of cancellation, neither party shall be required to pay damages, interest or any other form of indemnity or charges to the other party.

WHEREAS under paragraphs 10 and 10.1 of section 162 of that Act, the Government may, in addition to the other regulatory powers conferred on it by the Act, make regulations

SCHEDULE I TO THE AGREEMENT**LIST OF PROGRAMS SUBJECT TO THE AGREEMENT**

— Training periods in the workplace outside Québec

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Gouvernement du Québec

O.C. 306-97, 12 mars 1997

An Act respecting the conservation and development of wildlife
(R.S.Q., c. C-61.1)

Development of wildlife
— **Scale of fees and duties**
— **Amendments**

Regulation to amend the Regulation respecting the scale of fees and duties related to the development of wildlife

WHEREAS section 54 of the Act respecting the conservation and development of wildlife (R.S.Q., c. C-61.1) provides, in particular, that the Minister, or the person he authorizes, shall issue a certificate or licence to every person who fulfils the conditions and pays the fees prescribed by regulation and that a hunting or trapping licence shall be issued, in the cases prescribed by regulation, only upon payment of a contribution, in the amount fixed by regulation, toward the funding of the Fondation de la faune du Québec;

(10) determining the form, tenor and term of a licence or certificate, the mode and cost of its issue, replacement and renewal according to the category and age of persons concerned or according to the species of wildlife sought or the age or sex of animals, and the obligations of holders respecting a change of address;

(10.1) fixing, for the purposes of the second paragraph of section 54 and section 155.2, for each kind and class of licence, the amount of the contribution toward the funding of the Fondation pour la conservation et la mise en valeur de la faune et de son habitat;

WHEREAS the Regulation respecting the scale of fees and duties related to the development of wildlife was made by Order in Council 1291-91 dated 18 September 1991 under the Act respecting the conservation and development of wildlife;

WHEREAS it is expedient to amend the Regulation respecting the scale of fees and duties related to the development of wildlife so as to replace certain such fees and duties;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation to amend the Regulation respecting the scale of fees and duties related to the development of wildlife was published in the *Gazette officielle du Québec* of 8 January 1997 with a notice that it could be made by the Government upon the expiry of a 45-day period following that publication;