

Gouvernement du Québec

**O.C. 1566-98, 16 December 1998**

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2)

**Security guards  
— Amendments**

Decree to amend the Decree respecting security guards

WHEREAS the Government made the Decree respecting security guards (R.R.Q., 1981, c. D-2, r. 1);

WHEREAS the contracting parties within the meaning of the Decree have petitioned the Minister of Labour to make certain amendments to the Decree;

WHEREAS sections 2, 6, 6.1 and 6.2 of the Act respecting collective agreements decrees (R.S.Q., c. D-2) authorize the Government to issue a decree ordering the extension of a collective agreement and to amend an extension decree at the request of the contracting parties by making, where applicable, the amendments that it deems to be expedient;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) and sections 5 and 6.1 of the Act respecting collective agreement decrees, a draft of the amending decree attached hereto was published in Part 2 of the *Gazette officielle du Québec* of 22 July 1998 and, on that same date, in two French language newspapers and one English language newspaper, with a notice that it could be made by the Government upon the expiry of the 45-day period following that publication;

WHEREAS it is expedient to make this draft decree with amendments;

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

THAT the Decree to amend the Decree respecting security guards, attached hereto, be made.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

**Decree to amend the Decree respecting security guards\***

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2, sect. 2, 6.1 and 6.2)

**1.** Section 1.01 of the Decree respecting security guards is amended:

1. by inserting the following after paragraph 3:

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

2. by substituting the expression “P-3 premium” for the expression “P-3A premium” in paragraph 6;

3. by deleting the second paragraph of paragraph 6;

4. by inserting the following after paragraph 12:

“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;”;

5. by substituting the following for the second paragraph of paragraph 14:

“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;”;

6. by substituting “90 calendar days” for “60 calendar days” in paragraph 16;

7. by substituting “from 30 December 1998” for “from 15 September 1994” in paragraph 18;

8. by substituting the following for the last sentence in paragraph 18:

“That choice remains in force for the term provided for in section 9.01, but may be modified by the employer upon a written notice of 30 calendar days forwarded to the parity committee;”.

\* The last amendment to the Decree respecting security guards (R.R.Q. 1981, c. D-2, r.1) was made by Order in Council 757-98 dated 3 June 1998 (1998, *G.O.* 2, 3067). For previous amendments refer to the « Tableau de modifications et Index sommaire », Éditeur officiel du Québec, 1998, updated to 1 September 1998.

**2.** The following sections are substituted for sections 3.01 and 3.02:

“**3.01.** For the purpose of calculating overtime hours, the standard workweek is 42 hours, 41 hours as of 1 October 1999 and 40 hours as of 1 October 2000.

For the sole purpose of computing the standard workweek, a shift belongs to the calendar day on which it starts or ends or from midnight to midnight according to the choice of the employer. The employer must inform the parity committee in writing of his choice at least 15 calendar days before implementing the shift; only one change shall be permitted before 30 June 2002.

**3.02.** An employer may schedule employee working hours on a 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 for overtime hours;

4. the average number of working hours is equivalent to that provided for in section 3.01;

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 forwarded, at least 30 days before implementing the schedule, a written notice to that effect to the parity committee on the form provided in Appendix I.

A scheduled period may be modified by the employer or renewed by him at its expiry upon the same conditions as those mentioned in the first paragraph.”.

**3.** Section 3.05 is amended by deleting the second paragraph.

**4.** Section 4.01 is amended by striking the word “minimum”.

**5.** Section 4.02 is amended in the second paragraph by substituting the following for the words “banking days following receipt”: “working days following re-

ceipt 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”.

**6.** The following is substituted for section 4.07:

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

	As of 1998 12 30	As of 1999 06 30	As of 2000 06 30	As of 2001 06 30	As of 2002 06 30
<b>Class A employee</b>	\$10.85	\$11.05	\$11.25	\$11.50	\$11.75
<b>Premiums</b>					
P1* -P4*	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
P2*	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
P3*	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
P5*	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50
P6*	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50
P7*	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50

Class B employees receive \$0.25 per hour more than the hourly rate granted to the best paid employee under their supervision or direction exclusive of any premiums.

P1 to P7 premiums plus the distance premium provided for in section 4.15 may be cumulative.

Security guards working in reception centres (Direction de la protection de la jeunesse) and guards who transport beneficiaries and to whom no uniform is supplied are entitled to an additional amount of \$0.10 per hour in addition to their P-3 premium.

When the employer grants a training period at the employee’s work place, the employee is paid as if he were at work.”.

**7.** The following is substituted for the third paragraph of section 5.01:

“The employer must advise the parity committee in writing of his decision within the 30 calendar days following 30 December 1998.”.

**8.** Section 5.02 is amended:

1. by inserting the following after the words “provided for in section 5.01”: “as mentioned in the following table. As of 1 January 1999, the calculation of gross wages earned during the qualifying year as defined in section 5.01 includes the indemnity for the paid annual vacation”;

2. by substituting in paragraph 2 of the table under the heading “*Vacation*” the following for the words “2 continuous weeks”: “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 two weeks, except where the employer has given his consent.”.

**9.** Section 5.08 is amended by substituting the following for the second sentence: “Where this is the case, the compensating indemnity for the third week cannot be considered as overtime.”.

**10.** Section 5.09 is amended in the first paragraph by substituting “3 times” for “2 or 3 times”.

**11.** Section 6.03 is amended by substituting the following:

“**6.03.** Where the holiday mentioned in section 6.02 falls on a day or part of a day on which the employee usually works, he is entitled, if he does not work on that day, to a compensation equal to the amount obtained by multiplying his hourly wage, excluding any premiums, by the number of hours scheduled for that day or part of that day.

Where such a holiday falls on a day or part of a day on which the employee does not usually work, he receives no compensation.”.

**12.** Section 6.06 is amended:

1. by striking “regular A-01 employee” in the part of that section preceding subparagraph 1;

2. by substituting the following for subparagraph 2:

“2. should the employer fail to grant the one day holiday, the employee receives a compensation equal to his hourly wage, excluding premiums, multiplied by the number of hours scheduled for that day.”.

**13.** Section 7.01 is amended:

1. by inserting in paragraph 1, after the word “preceding”, the words “or following”;

2. by adding the following sentence at the end of that paragraph: “An additional day without pay may be granted at the request of the employee to perform any function related to the death.”.

**14.** Section 7.02 is amended in the first paragraph by deleting the following: “From the first month following 15 September 1994.”.

**15.** Section 7.03 is amended by adding the following sentence at the end: “The employee may be absent one sick day per year, at his discretion, without being obliged to produce such a medical certificate.”.

**16.** Section 8.01 is amended:

1. by substituting respectively the words “60 calendar days”, “40 kilometres” and “\$0.30 per kilometre” for “30 calendar days”, “30 kilometres” and “\$0.25 per kilometre”;

2. by adding the following paragraph at the end:

“When the employer asks the employee to use his own vehicle to make rounds, carry out patrols or perform a motorized vehicle service, the employer pays him an indemnity of \$0.30 per kilometre for all kilometres covered, except when the employee uses his vehicle as a shelter.”.

**17.** Section 8.02 is amended in the first and second paragraphs by striking the following: “regular A-01”.

**18.** The following is substituted for section 9.01:

“**9.01.** The Decree remains in force until 30 June 2002. It is then automatically renewed from year to year thereafter, unless one of the contracting parties opposes renewal in a written notice sent to the Minister of Labour and to the other contracting parties during the month of March of year 2000 or the month of March of any subsequent year.”.

**19.** This Decree is amended by adding at the end, Appendix I attached to this Decree.

**20.** This Decree comes into force on the day of its publication in the *Gazette officielle du Québec*.

**APPENDIX I**

(s. 3.02)

**SCHEDULE OF WORKING HOURS**

1. Name of the employer:

\_\_\_\_\_

\_\_\_\_\_

2. Complete address of the establishment where the schedule shall apply:

\_\_\_\_\_

\_\_\_\_\_

3. The other benefit to be granted to compensate for the loss of the payment for overtime hours:

\_\_\_\_\_

\_\_\_\_\_

4. Beginning and end of the scheduled period:

Starts on: \_\_\_\_\_

Ends on: \_\_\_\_\_ (maximum one year)

5. Basis for the scheduling of employee hours and the weekly schedule. Inscribe the beginning and end of each shift.

(a) 2 weeks 

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	

Week 1

Week 2

(b) 4 weeks 

Sunday		Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Total
AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	

Week 1

Week 2

Week 3

Week 4

All the employees named in the attached list have agreed to this schedule.

Employer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

