

11. This Decree comes into force on the day of its publication in the *Gazette officielle du Québec*, except for paragraphs 3, 4, 7, 8 and 10 to 14 of section 1.01 of the Decree, made by section 3 of this Decree, which comes into force on 1 February 2000.

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Gouvernement du Québec

O.C. 1386-99, 8 December 1999

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

Automotive services
— **Montréal**
— **Amendments**

Decree to amend the Decree respecting the automotive services industry in the Montréal region

WHEREAS the Government made the Decree respecting the automotive services industry in the Montréal region (R.R.Q., 1981, c. D-2, r. 46));

WHEREAS the contracting parties within the meaning of this Decree have petitioned the Minister of State for Labour and Employment and Minister of Labour to make certain amendments to the Decree;

WHEREAS sections 2, 6.1 and 6.2 of the Act respecting collective agreement decrees (R.S.Q., c. D-2) authorize the Government to extend a collective agreement and to amend an extension decree upon the request of the contracting parties by making, if applicable, the amendments that it deems 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 to this Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 11 August 1999 and, on the same date, in a French-language newspaper and in an English-language newspaper with a notice that it could be made by the Government upon the expiry of 45 days 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 State for Labour and Employment and Minister of Labour:

THAT the Decree to amend the Decree respecting the automotive services industry in the Montréal region, attached hereto, be made.

MICHEL NOËL DE TILLY,
Clerk of the Conseil exécutif

Decree to amend the Decree respecting the automotive services industry in the Montréal region*

An Act respecting collective agreement decrees (R.S.Q., c. D-2, s. 2, 6.1, 6.2 and 10)

1. The Decree is amended by striking out the part preceding Division 1.00.

2. The following is substituted for section 1.01:

“**1.01.** In this Decree, unless the context requires otherwise, the following expressions mean:

(1) “apprentice”: employee who learns one of the trades for which the parity committee issues a qualification certificate;

(2) “artisan”: person working on his own account alone or in partnership and who performs work governed by the Decree for others;

(3) “parts clerk”: employee whose duties are related mainly to distributing or selling vehicle parts, accessories or tires where such parts, accessories or tires are distributed or sold to garages, service stations, parts shops, new or used car dealers and to any establishment whose activities are governed by the Decree or where such parts, accessories or tires are used by those establishments when performing work governed by the Decree;

(4) “messenger”: employee working in an establishment where work governed by the Decree is performed, whose duties are related mainly to delivering vehicle parts, accessories or tires;

(5) “journeyman”: employee whose duties are related mainly to maintenance, tests, inspections, repairs, alterations or other work of the same type, necessary or

* The Decree respecting the automotive services industry in the Montréal region (R.R.Q., 1981, c. D-2, r. 46) was last amended by the Regulation made by Order in Council No. 1569-98 dated 16 December 1998 (1998, *G.O.* 2, 4815). For previous amendments, refer to the *Tableau des modifications et Index sommaire*, Éditeur officiel du Québec, 1999, updated to 1 September 1999.

useful to keep a vehicle in good working order, and who has been qualified by the parity committee for one or more of the following trades related to the automobile industry: bodyman, electrician, general mechanic, painter, upholsterer, tune-up specialist, radiator repair specialist, gas welder, arc welding, trim man, alignment and suspension specialist, automatic transmission mechanic;

(6) “spouse”: means either of two persons who:

(a) are married and cohabiting;

(b) 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 one year or more;

(7) “dismantler”: employee whose duties are related mainly to dismantling a vehicle for the purposes of selling or storing the parts;

(8) “grade”: period during which an employee acquires 2 000 hours of experience in one of the trades provided for in the Decree. Only the annual leave, the special leaves and the paid statutory general holidays are taken into account in the computation of hours of experience;

(9) “combination of road vehicles”: a combination of vehicles composed of a motorized heavy road vehicle hauling a trailer, a semi-trailer or a detachable axle;

(10) “washer”: employee whose duties are related mainly to one or another of the following tasks: washing, cleaning, wiping or waxing vehicles or their parts, by hand or with machines;

(11) “brake mechanic”: employee whose main duty is to see that everything pertaining to the proper functioning of brakes is in good order. Before being classified as a brake mechanic, the employee must have completed two years as an apprenticed mechanic and then he may apply to take the examinations prepared by the parity committee;

(12) “automatic transmission mechanic”: journeyman whose duty is related mainly to repairing automatic transmissions;

(13) “semiskilled worker”: employee whose duties are related mainly to one or another of the following tasks:

(a) restoring, overhauling, repairing or retooling vehicle parts or accessories without assembling them on the vehicle, and examining parts or accessories sold with guarantees, whether or not they are installed on a vehicle, where they are returned because of a defect;

(b) installing upholstery, hubcaps, windshield or windows;

(14) “trim man”: journeyman whose main duty is to installing safety belts, performing minor welding, performing minor paint touch-ups, replacing and adjusting and installing window and seat regulators that are manually or electrically operated, adjusting and repairing locks in general, adjusting the tops of convertible vehicles and repairing the related mechanism, locating and eliminating body noises, locating and eliminating water and dust infiltration, performing alignments on doors and windows, installing and aligning body mouldings, adjusting windows, doors, fenders, hoods and trunk doors, installing minor accessories on the vehicle required by the customer on buying the vehicle, installing or removing radios on vehicles, removing or installing the rear defroster, removing the mirror control, removing windshield wipers;

(15) “alignment and suspension specialist”: journeyman whose duties are related mainly to performing repairs involving the suspension and alignment of a vehicle;

(16) “pump attendant”: employee whose duties are related mainly to the sale of gasoline or lubricants and to the supervision of pumps;

(17) “service attendant”: employee whose duties are related mainly to one or another of the following tasks:

(a) lubricating, changing oil, applying anti-rust, balancing wheels, installing, repairing or dismantling shock absorbers, windshield wipers, headlights, filters, tires, mufflers, and installing or boosting batteries on a vehicle;

(b) transporting customers only if he performs other tasks governed by the Decree;

(18) “uninterrupted 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 an interruption that would, in the circumstances, give cause to conclude that the contract was not renewed;

(19) “vehicle”: a combination of road vehicles and a heavy road vehicle within the meaning of this Decree as well as a motor vehicle and a road vehicle as defined in section 4 of the Highway Safety Code (R.S.Q., c. C-24.2), excluding mopeds and motorcycles as defined in section 4 of that Code, an all-terrain vehicle as defined in section 1 of the Regulation respecting all-terrain vehicles made by Order in Council No. 58-88 of 13 January 1988, a snowmobile as defined in section 1 of the Regulation respecting snowmobiles (R.R.Q., 1981, c. C-24, r. 21) and any other vehicle intended to be used off public roads owing to its nature, purpose or the operation of a law;

(20) “heavy road vehicle”: a road vehicle whose net mass is 4 500 kg or more.”.

3. The following is added after section 1.01:

“1.02. Names of Contracting Parties

(1) Group representing the employer contracting party:

La Corporation des concessionnaires d’automobiles de Montréal inc.;

The Automobile Industries Association of Canada;
Association des spécialistes du pneu du Québec inc.;

L’Association des marchands Canadian Tire du Québec inc.;

Association des services de l’automobile;

(2) Group representing the union party:

Syndicat national de l’automobile, de l’aérospatiale, du transport et des autres travailleurs et travailleuses du Canada (TCA-Canada), section locale 4511;

Syndicat national des employés de garage du Québec inc..”.

4. The following title is substituted for Division 2.00:

“2.00. Jurisdiction”.

5. The following is substituted for section 2.01:

“2.01. Professional and Industrial Jurisdiction

1. The Decree applies to the following work:

(a) repairing, altering or inspecting a vehicle, its parts or accessories;

(b) restoring, overhauling, repairing, retooling, or any other work of the same type performed on vehicle parts, accessories or tires, as well as their installation on that vehicle;

(c) completely or partially dismantling a vehicle;

(d) selling gasoline, lubricants or any other similar products used for a vehicle where, in the establishment where such work is performed, work specified in paragraph *a, b, c, f* or *g* is also performed;

(e) washing, waxing or cleaning a vehicle where, in the establishment where such work is performed, work mentioned in paragraph *a, b, c, f* or *g* is also performed;

(f) distributing or selling vehicle parts, accessories or tires to garages, service stations, parts shops, new or used car dealers or to any establishment whose activities are governed by the Decree;

(g) distributing or selling vehicle parts, accessories or tires by an establishment specified in paragraph *f* when performing work governed by the Decree;

(h) delivering vehicle parts, accessories or tires where, in the establishment where such work is performed, other work governed by the Decree is also performed.

2. Exclusions: The Decree does not apply to:

(a) work specified in subsection 1 when done exclusively for the employer’s own service or own needs or when done exclusively on farm machinery;

(b) work specified in subsection 1 performed on a vehicle leased for 12 months or less if the economic activity of the establishment where the work is performed consists solely in leasing motor vehicles; however, that work is governed by this Decree, when performed on a vehicle leased for more than 12 months;

(c) vulcanizing and retreading;

(d) the sale of vehicle parts, accessories or tires to parts shops or to wholesalers carried out:

i. in a warehouse or in a distribution centre;

ii. in a warehouse only, where the establishment of the employer utilizes it, at a same time, as a parts warehouse and as a parts shop.”.

6. Section 2.02 is amended:

(1) by substituting “within the boundaries of the following municipalities: ville d’Anjou, ville de Baie-d’Urfé, ville de Beaconsfield, ville de Boucherville, ville de Brossard, ville de Candiac, ville de Châteauguay, cité de Côte-Saint-Luc, ville de Dollard-des-Ormeaux, cité de Dorval, ville de Greenfield Park, ville de Hampstead,

ville de Kirkland, ville de Lachine, ville de La Prairie, ville de LaSalle, ville de Laval, ville de Le Moyne, ville de l'Île-Bizard, ville de l'Île-Dorval, ville de l'Île-Perrot, ville de Longueuil, ville de Montréal, ville de Montréal-Est, ville de Montréal-Nord, ville de Montréal-Ouest, ville de Mont-Royal, ville d'Outremont, ville de Pincourt, ville de Pierrefonds, ville de Pointe-Claire, ville de Roxboro, ville de Sainte-Anne-de-Bellevue, ville de Sainte-Geneviève, ville de Saint-Hubert, ville de Saint-Lambert, ville de Saint-Laurent, ville de Saint-Léonard, ville de Saint-Pierre, village de Senneville, Terrasse-Vaudreuil, ville de Varennes, ville de Verdun, ville de Westmount" for "on the island of Montréal and the Island of St-Paul (commonly called Nun's Island), Ile Jésus, Ile Bizard, Ile Perrot and the municipalities of Varennes, Boucherville, Longueuil, Saint-Lambert, Lemoyne, Brossard, Greenfield Park, Laflèche, Saint-Hubert, Laprairie, Candiac, Châteauguay";

(2) by striking out "Châteauguay Centre";

(3) by substituting "ville de Delson, ville de Saint-Constant, ville de Sainte-Catherine, ville de Vaudreuil-Dorion, Notre-Dame-de-l'Île-Perrot" for "Delson, Saint-Constant, Sainte-Catherine-d'Alexandrie, Dorion, Vaudreuil, Notre-Dame".

7. The following is substituted for sections 3.00 to 9.05:

"3.00. Working Hours

3.01. The standard workweek is 40 hours scheduled:

(1) from Monday to Friday, for the apprentice, journeyman, brake mechanic, automatic transmission mechanic, trim man and the alignment and suspension specialist;

(2) from Monday to Saturday, for the dismantler and the semiskilled worker;

(3) over no more than five consecutive days for the parts clerk, the messenger, the washer, the service attendant and the pump attendant;

(4) over no more than six consecutive days for all the employees of an employer where the work specified in paragraph *a* or *b* of subsection 1 of section 2.01 is performed on heavy road vehicles or combinations of road vehicles or pertains to such vehicles or combinations of vehicles.

3.02. The standard workday is no more than 10 hours scheduled over a maximum period of 11 consecutive hours.

3.03. An employee may require a rest period up to one hour, without pay, for meals, and the employer cannot require the employee to work more than five consecutive hours between each meal. That period is remunerated if the employee is not authorized to leave his work station.

3.04. An employee is deemed to be at work during the coffee break.

3.05. An employee is entitled to a weekly rest period of 24 consecutive hours.

4.00. Overtime Hours

4.01. Hours worked in addition to the standard workday or workweek entail a premium of 50 % of the hourly wage currently paid to the employee, except for premiums computed on an hourly basis.

Notwithstanding the first paragraph, the employer may, at the request of the employee, replace the payment of overtime by paid leave equivalent to the overtime worked plus 50 %.

That leave must be taken during the 12 months following the overtime worked at a date agreed upon between the employer and the employee; otherwise the overtime must be paid. However, where the contract of employment is terminated before the employee is able to benefit from the leave, the overtime must be paid at the same time as the last payment of wages.

4.02. For the purposes of computing overtime, annual leaves and paid statutory general holidays are counted as days of work.

4.03. Hours worked between 9.00 p.m. and 7:00 a.m. by employees, except for employees specified in subsection 4 of section 3.01 entail a premium of 0,65 \$ of the hourly rate currently paid.

5.00. Recall to Work

5.01. An employee who reports to work at his place of employment at the express demand of his employer or in the regular course of his employment and who works fewer than three consecutive hours, except in the case of a fortuitous event, is entitled to an indemnity equal to three hours at his hourly rate currently paid and, as the case may be, increased, in accordance with section 4.01.

5.02. An employee who is at his place of employment and is required to wait for work to be assigned to him is deemed to be working.

6.00. Statutory General Holidays

This Division applies to all employees, except for section 6.07 which applies to pump attendants and to washers only.

6.01. The following days are paid statutory general holidays, regardless of the day of the week on which they fall: 1 and 2 January, Good Friday or Easter Sunday or Easter Monday, the Monday preceding 25 May, 1 July or, if that date falls on a Sunday, 2 July, the first Monday of September, the second Monday of October and 25 and 26 December.

The employer may also grant as paid statutory general holidays, 24 and 31 December 1999 or a half day the eve and the day following 25 December 1999 and 1 January 2000, if he does not grant 26 December 1999 and 2 January 2000.

6.02. To be entitled to a holiday provided for in section 6.01, the employee must be credited with 60 days of uninterrupted service in the undertaking and not be absent from work on the first working day of his work schedule preceding and following that holiday.

However, an employee is deemed not to be absent from work on the first working day of his work schedule preceding and following a holiday where:

(1) the absence of the employee is authorized by a law or the employer, or is for a valid reason, and if the employee receives for that holiday no indemnity from the Commission de la santé et de la sécurité au travail;

(2) the employee was laid off for less than 20 days preceding or following 1 and 2 January as well as 25 and 26 December, or for less than 48 hours for the other holidays provided for in section 6.01.

6.03. The employer must pay to an employee who is entitled to a holiday provided for in section 6.01, an indemnity equal to the average of his daily wages for the days worked during the complete period of pay preceding that holiday, excluding overtime.

6.04. An employee who works on one of the holidays provided for in section 6.01 is paid for the hours worked at his wage currently paid, as well as receiving the indemnity for that holiday.

6.05. If an employee is on annual leave on one of the holidays provided for in section 6.01, the employer must pay him the indemnity provided for in section 6.03 or grant him a compensatory holiday of one day on a date agreed upon between the employer and the employee.

6.06. St. John the Baptist's Day is a statutory general holiday under the National Holiday Act (R.S.Q., c. F-1.1).

6.07. The pump attendant and the washer are entitled to the holiday provided for in section 6.01 where that holiday coincides with a working day, if they are credited with 60 days of uninterrupted service in the undertaking and are not absent from work without the employer's authorization or without a valid reason, on the first working day of their work schedule before or after that holiday.

The first paragraph does not confer any benefit on employees who would not have been entitled to remuneration on a day listed in section 6.01, except insofar as section 6.05 applies.

7.00. Annual Leave with Pay

7.01. The reference year is a period of 12 consecutive months during which an employee progressively acquires entitlement to an annual leave. That period extends from 1 May of the preceding year to 30 April of the current year.

7.02. An employee who, at the end of a reference year, is credited with less than one year of uninterrupted service with the same employer during that period, is entitled to an uninterrupted leave for a duration determined at the rate of one working day for each month of uninterrupted service, for a total leave not exceeding two weeks.

The indemnity for that leave is 4 % of the gross wages of the employee during the reference year.

7.03. An employee who, at the end of a reference year, is credited with one year of uninterrupted service with the same employer during that period, is entitled to an annual leave of a minimum duration of two consecutive weeks.

The indemnity for that leave is 4 % of the gross wages of the employee during the reference year.

Where the employee so requests, he is also entitled to one week of additional annual leave without pay.

7.04. The employee who, at the end of a reference year, is credited with five years of uninterrupted service with the same employer during that period, is entitled to an annual leave of a minimum duration of three consecutive weeks.

The indemnity for that leave is 6 % of the gross wages of the employee during the reference year.

7.05. An employee who, at the end of a reference year, is credited with 15 years of uninterrupted service with the same employer during that period, is entitled to an annual leave of a minimum duration of four weeks, three of which are consecutive.

The indemnity for that leave is 8 % of the gross wages of the employee during the reference year.

7.06. The annual leave must be taken during the 12 months following the end of the reference year.

Any period of salary insurance, sickness insurance or disability insurance interrupted by a leave taken in accordance with the first paragraph is continued, where applicable, after the leave, as if it had never been interrupted.

7.07. The annual leave may be divided into two periods where so requested by the employee. However, the employer may refuse the request if he closes his establishment for a period equal to or greater than that of the employee's annual leave.

The annual leave may also be divided into more than two periods where so requested by the employee, provided the employer consents thereto.

A leave not exceeding one week cannot be divided.

7.08. An employee is entitled to know the date of his annual leave at least four weeks in advance.

An employee must notify the employer at least four weeks in advance as to when he prefers to take his annual leave.

7.09. An employee must receive the indemnity for the annual leave in a single payment before the leave begins.

However, when the annual leave is divided in accordance with section 7.07, the indemnity shall correspond to the fraction of the annual leave.

7.10. Employers are prohibited from replacing a leave provided for in sections 7.02 to 7.05 by a compensatory indemnity. At the request of the employee, the third week and, where applicable, the fourth week may, however, be replaced by a compensatory indemnity if the establishment closes for two weeks on the occasion of the annual leave.

7.11. Should an employee provided for in sections 7.03 to 7.05 be absent owing to sickness or an accident or is on maternity 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 indemnity equal, as the case may be, to two, three or four times the weekly average of the wage earned during the period of work. An employee provided for in section 7.02 whose annual leave is less than two weeks is entitled to that amount in proportion to the days of leave credited to his account.

Notwithstanding the first paragraph, the annual leave indemnity must not exceed the indemnity to which the employee would have been entitled if he had not been absent or on leave owing to a reason provided for in the first paragraph.

7.12. Where an employee quits his employment, he receives the indemnity related to the leave acquired before the preceding 1 May, if the leave was not taken, as well as the indemnity due to him for the period which has elapsed since that date.

8.00. Special Leaves

8.01. An employee may be absent from work for three days, without reduction of wages, by reason of the death or the funeral of his spouse, his child or the child of his spouse, or of his father, mother, brother or sister. He may also be absent from work, without pay, for two more days on such occasion.

8.02. An employee may be absent from work for one day, without reduction of wages, by reason of the death or funeral of a son-in-law, daughter-in-law, one of his grandparents or grandchildren, or of the father, mother, brother or sister of his spouse.

8.03. In the circumstances referred to in sections 8.01 and 8.02, the employee must advise his employer of his absence as soon as possible.

8.04. An employee may be absent from work for one day, without reduction of wages, on his wedding day.

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

The employee must advise his employer of his absence not less than one week in advance.

8.05. An employee may be absent from work for five days by reason of the birth of his child or the adoption of

a child. The first two days of absence are 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 15 days after the child arrives at the residence of his or her father or mother.

The employee must advise his employer of his absence as soon as possible.

However, an employee who adopts the child of his spouse may be absent from work for only two days, without pay.

9.00 Wages

9.01. The minimum hourly wage rates are as follows:

| Trades | As of 2000 02 01 | As of 2000 07 01 | As of 2001 01 01 |
|-------------------------------|---------------------|---------------------|---------------------|
| 1. Apprentice: | | | |
| 1st year | \$7.27 | \$7.63 | \$8.00 |
| 2nd year | \$7.77 | \$8.03 | \$8.30 |
| 3rd year | \$8.67 | \$8.83 | \$9.00 |
| 2. Journeyman: | | | |
| first class | \$14.33 | \$15.17 | \$16.00 |
| second class | \$12.64 | \$13.32 | \$14.00 |
| third class | \$11.18 | \$11.59 | \$12.00 |
| 3. Parts Clerk: | | | |
| level A | \$9.67 | \$10.58 | \$11.50 |
| level B | \$9.00 | \$10.00 | \$11.00 |
| level C | \$8.50 | \$9.50 | \$10.50 |
| level D | \$7.83 | \$8.67 | \$9.50 |
| 4. Messenger: | | | |
| Level A | \$7.18 | \$7.47 | \$7.75 |
| Level B | \$7.03 | \$7.17 | \$7.30 |
| 5. Dismantler: | | | |
| 1st grade | \$8.50 | \$8.50 | \$8.50 |
| 2nd grade | \$9.10 | \$9.25 | \$9.25 |
| 3rd grade | \$9.33 | \$9.67 | \$10.00 |
| 6. Washer: | | | |
| | \$7.10 | \$7.30 | \$7.50 |
| 7. Brake Mechanic: | | | |
| | \$9.33 | \$9.67 | \$10.00 |
| 8. Semiskilled Worker: | | | |
| 1st grade | \$7.52 | \$8.13 | \$8.75 |
| 2nd grade | \$8.13 | \$8.81 | \$9.50 |
| 3rd grade | \$9.04 | \$9.52 | \$10.00 |

| Trades | As of 2000 02 01 | As of 2000 07 01 | As of 2001 01 01 |
|---|---------------------|---------------------|---------------------|
| 9. Pump Attendant: | | | |
| | \$7.00 | \$7.00 | \$7.00 |
| 10. Service Attendant: | | | |
| 1st grade | \$7.27 | \$7.63 | \$8.00 |
| 2nd grade | \$7.65 | \$8.20 | \$8.75 |
| 3rd grade | \$7.93 | \$8.72 | \$9.50 |
| 11. Alignment and Suspension Specialist, Trim Man and Automatic Transmission Mechanic: | | | |
| first class | \$14.33 | \$15.17 | \$16.00 |
| second class | \$12.64 | \$13.32 | \$14.00 |
| third class | \$11.18 | \$11.59 | \$12.00 |

9.02. Wages must be paid in cash in a sealed envelope or by cheque by Thursday at the latest. The payment may be made by bank transfer if so provided in a written agreement.

An employee is deemed not to have received payment of the wages due to him if the cheque delivered to him is not cashable within two working days following its receipt.

After agreement with his employees, an employer may pay them every two weeks.

The wages of an employee must be paid directly to him, at his place of employment and on a working day, except where the payment is made by bank transfer or is sent by mail. The wages of an employee may also, at his written request, be remitted to a third person.

If the usual day of payment of wages falls on a statutory general holiday, the wages are paid to the employee on the working day preceding that day.

9.03. The employer must remit to the employee, together with his wages, a pay sheet containing sufficient information to enable the employee to verify the computation of his wages. Such pay sheet must include, in particular, the following information, where applicable:

- (1) the name of the employer;
- (2) the surname and given name of the employee;
- (3) the identification of the employee's occupation;
- (4) the date of the payment and the work period corresponding to the payment;

- (5) the number of hours paid at the current rate;
- (6) the number of hours of overtime paid, cumulated or replaced by a leave with the applicable premium;
- (7) the nature and amount of the bonuses, premiums, commissions, indemnities or allowances that are being paid;
- (8) the current hourly rate;
- (9) the amount of wages before deductions;
- (10) the nature and amount of the deductions effected;
- (11) the amount of the net wages paid to the employee.

9.04. The hourly wage rates provided for in section 9.01 are minimum hourly rates. Any commission, bonus, premium and any other form of remuneration must be paid to the employee in addition to the minimum hourly wage rate. No compensation or benefit having pecuniary value may be taken into account in computing the minimum hourly rate.

9.05. No signing formality other than that establishing that the sum remitted to the employee corresponds to the amount of net wages indicated on the pay sheet may be required upon payment of the wages.

9.06. Acceptance of a pay sheet by an employee does not entail his renunciation of the payment of all or part of the wages that are due to him.

9.07. No employer may make deductions from wages unless he is required to do so pursuant to an Act, a regulation, a court order, a collective agreement, a decree or unless he is authorized to do so in writing by the employee.

The employee may at any time revoke that authorization. The employer must remit the sums so withheld to their intended receiver.

9.08. Any gratuity paid directly or indirectly by a patron to an employee belongs to him of right and does not form part of the wages that are otherwise due to him. Any gratuity collected by the employer must be remitted to the employee. The word "gratuity" includes the service charge added to the patron's bill.

9.09. An employee called upon occasionally or regularly to perform tasks in different trades receives the hourly wage corresponding to his new trade receiving

the most pay and is entitled to all the related conditions of employment.

An employee permanently assigned to a new trade receives the hourly wage corresponding to his new trade and is entitled to all the related conditions of employment.

9.10. If an employer terminates an employee's contract of employment and takes him back in the same employment within six months before the end of the contract, he must pay to the employee at least the wage rate he paid to him before the end of the contract of employment.

9.11. Notwithstanding any other provision of this Decree, the employee's weekly wage must not be less than the wage he would receive if he were remunerated in accordance with the Regulation respecting labour standards (R.R.Q., 1981, c. N-1.1, r. 3)."

8. The following is substituted for sections 11.00 and 11.01:

"11.00 Classification of the Parts Clerk and the Messenger

11.01. The parts clerk who has completed two years as a parts clerk level B, in the sale or distribution of vehicle parts, accessories or tires is classed level A.

The parts clerk who has completed two years as a parts clerk level C, in the sale or distribution of vehicle parts, accessories or tires is classed level B.

The parts clerk who has completed two years as a parts clerk level D, in the sale or distribution of vehicle parts, accessories or tires is classed level C.

The parts clerk is classed level D on being assigned to that occupation.

11.02. The messenger is classed level B for the first two years in that occupation; he is classed level A thereafter.

12.00 Notice of Termination of Employment or Layoff, and Work Certificate

12.01. An employer must give written notice to an employee before terminating his contract of employment or laying him off for six months or more.

That notice shall be of one week if the employee is credited with less than one year of uninterrupted service, two weeks if he is credited with one year to five years of

uninterrupted service, four weeks if he is credited with five years to ten years of uninterrupted service and eight weeks if he is credited with ten years or more of uninterrupted service.

The 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 six months each year due to the influence of the seasons.

12.02. Section 12.01 does not apply to an employee:

- (1) who does not have three 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.

12.03. The employer who does not give the notice prescribed in section 12.01 or who gives a notice of an insufficient period, 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.

That 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 six months, or at the end of a period of six months after a layoff of an undetermined length, or a layoff expected to last less than six months but which exceeds that period.

12.04. At the expiry of the contract of employment, an employee may require his employer to issue to him a work certificate in which only the following information is included: the nature and the duration of the employment, the dates on which his employment began and terminated, and the name and address of the employer. The certificate must not carry any mention of the quality of the work or the conduct of the employee.

13.00. Uniforms

13.01. Where an employer requires that a uniform be worn, he cannot deduct any amount from wages for the purchase, use or care of that uniform.

14.00 Duration of the Decree

14.01. The Decree remains in force until 22 December 2001. It is automatically renewed from year to year,

unless the group comprising the employer contracting party or the union contracting party opposes it by sending a written notice to the Minister of State for Labour and Employment and Minister of Labour and to all the contracting parties comprising the other group, during the month of June 2001 or during the month of June of any subsequent year.”

9. With respect to section 10, the definitions of trades specified in section 1.01 as well as the wage scales provided for in section 7.01 of the Decree, as read before the coming into force of this Decree, apply until 31 January 2000.

10. This Decree comes into force on the day of its publication in the *Gazette officielle du Québec* except for paragraphs (3), (4), (7), (8), (10), (13), (16) and (17) of section 1.01 of the Decree, made by section 2 of this Decree, which come into force on 1 February 2000.

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Gouvernement du Québec

O.C. 1387-99, 8 December 1999

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

Garage employees

— Québec
— Amendments

Decree to amend the Decree respecting garage employees in the Québec region

WHEREAS the Government made the Decree respecting garage employees in the Québec region (R.R.Q., 1981, c. D-2, r. 48);

WHEREAS the contracting parties within the meaning of this Decree have petitioned the Minister of State for Labour and Employment and Minister of Labour to make certain amendments to the Decree;

WHEREAS sections 2, 6.1 and 6.2 of the Act respecting collective agreement decrees (R.S.Q., c. D-2) authorize the Government to extend a collective agreement and to amend an extension decree upon the request of the contracting parties by making, if applicable, the amendments that it deems 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 de-