

- (1) who does not have three months of uninterrupted service;
- (2) whose contract for a determined period or for a specific enterprise has expired;
- (3) who has committed a serious fault;
- (4) whose contract ended or who was laid off due to a fortuitous event.

10.03. The employer who does not give the notice prescribed in section 10.01 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.

This indemnity must be paid at the time the employment is terminated or laid off expected to last more than six months or at the expiry of a six-month period after a layoff of an undetermined period or a layoff expected to last less than six months but that exceeds that period.

10.04. At the expiry of the contract of employment, an employee may require his employer to issue him a work certificate in which only the following information is included: the nature and 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.

11.00. Miscellaneous

11.01. Where the employer requires the employee to wear a uniform, he cannot deduct any amount from wages for the purchase, use or care of the uniform.

11.02. The parties to this Decree recognize the certificates already issued by the Comité paritaire de l'industrie de l'automobile du comté de Drummond.

12.00 Term of the Decree

12.01. This Decree remains in force until (*insert here the date following the second anniversary of the date of the coming into force of this Decree*). It is automatically renewed from year to year thereafter, unless the group comprising the employer part or the union party opposes it by sending a written notice to the Minister of Labour and to all the contracting parties comprising the other group, during the month of (*indicate here the 6th month preceding the expiry date of the Decree*) or during the month of (*indicate here the same month*) of any subsequent year.”.

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

3046

Draft Decree

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

Automobiles

— Québec

— Amendments

Notice is hereby given that the Minister of State for Labour and Employment and Minister of Labour has received petitions for amendments to the Decree respecting the garage employees in the Québec region (R.R.Q., 1981, c. D-2, r. 48) from the current contracting parties as well as from associations concerned by the Decree and that, under section 5 of the Act respecting collective agreement decrees (R.S.Q., c. D-2) and under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the Decree to amend the Decree respecting garage employees in the Québec region, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

The purpose of the Draft Decree is to update most of the conditions of employment which have remained unchanged since September 7, 1989.

To that end, it proposes, in particular, new definitions of trades, to add new associations as contracting parties, to abolish certain classifications governed under the current jurisdiction and to specify the exclusions which will apply henceforth, to allow scheduling of the work-week to include Saturday and Sunday for certain trades, to change the conditions of application and the amount of the shift premiums, to amend certain conditions of entitlement to general holidays, to eliminate as a holiday 24 December and to add to the list of holidays, the Monday preceding 25 May, to harmonize provisions governing annual leave, special leaves and the notice of termination of employment with provisions of the Act respecting labour standards, to increase wages to varying degrees depending on the employee's classification and, finally, to change the term of the Decree as well as the conditions for opposing the Decree.

During the consultation period, the impact of the amendments sought will be clarified. According to the 1998 annual report of the Comité conjoint sur les services automobiles de la région de Québec, the Decree governs 804 employers, 236 artisans and 6 530 employees.

Further information may be obtained by contacting Mr. Denis Laberge, Direction des décrets, ministère du Travail, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec) G1R 5S1 (telephone: 418-528-9701, fax: 418-528-0559, e-mail: denis.laberge@travail.gouv.qc.ca).

Any interested person with comments to make is asked to send them in writing, before the expiry of the 45-day period, to the Deputy Minister of Labour, 200, chemin Sainte-Foy, 6^e étage, Québec (Québec) G1R 5S1.

NORMAND GAUTHIER,
Deputy Minister of Labour

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

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

1. The following is substituted for the title of the Decree respecting garage employees in the Québec region:

“Decree respecting the automotive services industry in the Québec region”.

2. The Decree is amended by striking the part preceding section 1.00.

3. The following is substituted for section 1.01:

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

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

2. “artisan”: person working on his own or in partnership and who performs work governed by this Decree for others;

3. “parts clerk”: employee whose duties consist mainly in distributing or selling vehicle parts, accessories or tires where such parts, accessories or tires are destined for garages, service stations, parts stores, new or used car dealers or to any establishment whose activities are governed by this Decree;

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

5. “journeyman”: employee who has completed apprenticeship in one of the trades governed by this Decree and who has the required skill to ply such trade and passed the required examinations.

However, to be entitled to the working conditions and wages stipulated in this Decree, he must do the work of his trade on a full-time or part-time basis;

6. “spouse”: a man or a woman who:

(a) are married and cohabiting;

(b) are living together as husband and wife and are the father and mother of the same child;

(c) have been living together as husband and wife for one year or more;

7. “dismantler”: employee whose duties consist mainly in dismantling motor vehicles for the purpose of selling or storing the parts;

8. “grade”: period during which an employee acquires 1720 hours of experience in one of the classifications provided for in this Decree. Only those hours actually worked 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 consist mainly in performing one of the following tasks: washing, cleaning, wiping or waxing motor vehicles or their parts, by hand or with machines;

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

12. “service attendant”: employee whose duties are related mainly to one of the following tasks:

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

* The Decree respecting garage employees in the Québec region (R.R.Q., 1981, c. D-2, r. 48) was last amended by the Regulation made by Order in Council n° 1569-98 dated 16 December 1998 (1998, *G.O.* 2, 6572). For previous amendments, refer to the *Tableau des modifications et Index sommaire*, Éditeur officiel du Québec, 1999, updated to 1 March 1999.

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

13. “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;

14. “motor vehicle”: 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 the Code, an all-terrain vehicle as defined in section 1 of the Regulation respecting all-terrain vehicles made by Order in Council n° 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;

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

4. The following is added after section 1.01:

“1.02. Names of Contracting Parties

1. Group representing the employers’ party:

La Corporation des concessionnaires d’automobiles de la régionale de Québec;

The Automobile Industries Association of Canada;
Association des spécialistes du pneu du Québec inc.;
L’Association des marchands Canadian Tire du Québec inc.;

L’Association des ateliers de réparation d’automobiles du Québec (AARAQ) inc.;

Association des carrossiers professionnels du Québec;

2. Union contracting party:

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

5. The following is substituted for sections 2.00 to 3.04:

“2.00. Jurisdiction”.

2.01. Industrial and Professional Jurisdiction

1. The Decree applies to the following work performed on a motor vehicle:

(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 those vehicles;

(c) complete or partial dismantling of motor vehicles;

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

(e) washing, waxing or cleaning motor vehicles where, in the establishment where such work is performed, work mentioned in subparagraph (a), (b), (c) or (f) is also performed;

(f) distributing or selling vehicle parts, accessories or tires where such parts, accessories or tires are destined for garages, service stations, parts stores, new or used car dealers or to any establishment whose activities are governed by this Decree;

(g) delivering vehicle parts, accessories or tires where, in the establishment where such work is performed, other work subject to this Decree is also performed.

2. Exclusions: The Decree does not apply to:

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

(b) vulcanizing and retreading;

(c) the sale of parts to parts stores or to wholesalers, in a warehouse or in a distribution centre;

(d) the sale of parts in a warehouse only, where an employer’s establishment is used both as a parts warehouse and as a parts store.”

2.02. Territorial Jurisdiction: The Decree applies within the boundaries of the municipalities mentioned in Schedule 1.

3.00. Working Hours

3.01. The standard workweek is 40 hours scheduled:

1. from Monday to Saturday, for the apprentice, journeyman, dismantler, and washer;

2. over not more than six consecutive days for the parts clerk, messenger, service attendant and pump attendant;

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

3.02. Except for the pump attendant, the standard workday is not more than 10 hours scheduled over a maximum period of 11 consecutive hours.

Once each week, the standard workday may be 12 hours scheduled over not more than 13½ consecutive hours. That day must be a fixed day within the week and the parity committee must be notified at least one week in advance.

3.03. The standard workday of the pump attendant is not more than 10 hours scheduled over a period of not more than 11 consecutive hours.

3.04. 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 hours between each meal. That period is remunerated if the employee is not authorized to leave his work station.

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

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

4.00. Overtime

4.01. Hours worked over and above the standard workday or workweek are paid at time and a half 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 %.

The leave must be taken during the 12 months following the overtime 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 vacations and paid general holidays are counted as days of work.

4.03. Hours worked between 10.00 p.m. and 7:00 a.m. by employees, except for employees specified in paragraph 3 of section 3.01 entail a premium of 6 % 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 of wages at his hourly rate currently paid increased, as the case may be, in accordance with section 4.01 of the Decree.

However, the employee who, outside of his standard hours of work, is recalled after leaving the work premises, is entitled to an indemnity equal to 4 hours of wages at his hourly rate currently paid, except if the application of section 4.01 gives him a higher rate.

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. General holidays

This division applies to all employees subject to the restrictions in section 6.07 which apply to pump attendants and to washers only.

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

6.02. To be entitled to the general 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 general holiday where the absence of the employee is authorized by a law, the employer or is for a valid cause, and if the employee receives for the general holiday no indemnity from the Commission de la santé et de la sécurité du travail or

from any other private plan providing benefits for accident, sickness or disability.

6.03. The employer must pay to an employee who is entitled to a general 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 general holidays provided for in section 6.01 is paid for the hours worked at his wage currently paid and also receives the indemnity for that holiday.

6.05. If an employee is on annual vacation 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 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 valid cause, on the first working day provided for in 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 vacation with pay

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

7.02. An employee who, at the end of the qualifying 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 qualifying year.

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

The indemnity for that vacation is 4 % of the gross wages of the employee during the qualifying year.

The employee is entitled to one week of additional vacation without pay, where he so requests.

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

The indemnity for that vacation is 6 % of the gross wages of the employees during the qualifying year.

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

The indemnity for that vacation is 8 % of the gross wages of the employee during the qualifying year.

7.06. The annual vacation must be taken during the 12 months following the end of the qualifying year.

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

7.07. The annual vacation 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 vacation.

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

A vacation not exceeding one week cannot be divided.

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

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

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

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

7.10. Employers are prohibited from replacing an annual vacation 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 of annual vacation may, however, be replaced by a compensatory indemnity if the establishment closes for two weeks on the occasion of the annual vacation.

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 qualifying year and should that absence result in the reduction of the employee's annual vacation pay, 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 worked. An employee provided for in section 7.02 whose annual vacation is less than 2 weeks is entitled to that amount as a proportion of any vacation days cumulated.

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

7.12. Where an employee's employment contract is terminated before he was able to take all of the annual vacation to which he was entitled, he receives, at the time of his departure, a compensatory indemnity for the annual vacation credited to him during the previous qualifying period and not taken, in addition to the indemnity due to him equal to 4 % or 6 % or 8 %, as the case may be, of his gross wages earned during the current qualifying period.

8.00. Special leave

8.01. An employee may be absent from work for three days, without a reduction of wages by reason of the death or the funeral of his spouse, 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 three more days on such occasion.

8.02. An employee may be absent from work for one day without a 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 a 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 on 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.

8.06. An employee may be absent from work for five days during the year without pay, to fulfil obligations related to the care, health or education of a minor child where his presence is necessary by reason of unforeseen circumstances or circumstances beyond his control. He must have taken all reasonable means at his disposal to assume his obligations otherwise and to limit the duration of the leave.

That leave may be divided into days. A day may also be divided where the employer so agrees.

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

8.07. The female employee is entitled to a maternity leave and every employee is entitled to parental leave on the conditions and with the advantages stipulated in the Act respecting labour standards (R.S.Q., c. N-1.1).

9.00 Wages

9.01. The minimum hourly wage rates are as follows:

Occupations

As of (insert here the date of the coming into force of this Decree)

1. apprentice:

1st year	\$ 8.00
2nd year	\$ 8.30
3rd year	\$ 9.00;
4th year	\$10.00;

2. journeyman: mechanic, diesel mechanic, welder, electrician, machinist, body worker, wheel aligner, automatic gear box specialist, painter, upholsterer, bodyman:

Class A	\$16.00
Class A/B	\$15.00
Class B	\$14.00
Class C	\$12.00;

3. parts clerk:

Class A	\$11.50
Class A/B	\$11.25
Class B	\$11.00
Class C	\$10.50
4th year	\$ 9.50
3rd year	\$ 8.95
2nd year	\$ 8.45
1st year	\$ 7.85;

4. messenger:

Grade 1	\$ 7.30
Grade 2	\$ 7.75
Grade 3	\$ 8.00;

5. dismantler:

Grade 1	\$ 8.50
Grade 2	\$ 9.25
Grade 3	\$10.00;

6. washer: \$ 7.50;

7. pump attendant: \$ 7.05;

Occupations

As of (insert here the date of the coming into force of this Decree)

8. service attendant:

Grade 1	\$ 8.00
Grade 2	\$ 8.75
Grade 3	\$ 9.50.

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 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 his regular rate;
- (6) the number of hours of overtime paid or replaced by a leave with the applicable premium;
- (7) the nature and amount of bonuses, premiums, commissions, indemnities or allowances that are being paid;

- (8) the hourly rate currently paid;
- (9) the amount of wages before deductions;
- (10) the nature and amount of deductions being 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 occupy different positions receives the hourly wage corresponding to the position receiving the most pay and is entitled to all the related conditions of employment.

An employee assigned to a new position on a regular basis receives the hourly wage corresponding to his new position 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 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).

10.00 Notice of termination of employment or lay-off, and work certificate

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

This 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 to five years of uninterrupted service, four weeks if he is credited with five 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 that he is laid off is null, except in the case of employment that usually lasts for not more than six months due to its seasonal nature.

10.02. Section 10.01 does not apply to an employee:

- (1) who does not have three months of uninterrupted service;
- (2) whose contract for a determined period or for a specific enterprise has expired;
- (3) who has committed a serious fault;
- (4) whose contract ended or who was laid off due to a fortuitous event.

10.03. The employer who does not give the notice prescribed in section 10.01 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.

This indemnity must be paid at the time the employment is terminated or laid off for more than six months or at the expiry of a six-month period after a layoff of an undetermined period or a layoff expected to last less than six months but that exceeds that period.

10.04. At the expiry of the contract of employment, an employee may require his employer to issue him a work certificate in which only the following information is included: the nature and 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.

11.00. Miscellaneous

11.01. Where the employer requires the employee to wear a uniform, he cannot deduct any amount from wages for the purchase, use or care of the uniform.

6. Sections 4.00 to 4.03 become respectively sections 12.00 to 12.03.

7. The following is added after section 12.03:

“**12.04.** Any person considered as an artisan must hold a journeyman’s certificate for the trade he plies in his establishment and pass, if necessary, the examination required by the parity committee for that purpose.”.

8. The title “Part II – Québec and Vicinity” and sections 5.00 to 12.01 are revoked.

9. The following is added after section 12.03:

“13.00. Term of the Decree

13.01. This Decree remains in force until (*insert here the date following the second anniversary of the date of the coming into force of this Decree*). It is automatically renewed from year to year thereafter, unless the group comprising the employer party or the union contracting party opposes it by sending a written notice to the Minister of Labour and to all the contracting parties comprising the other group, during the month of (*indicate here the 6th month preceding the expiry date of the Decree*) or during the month of (*indicate here the same month*) of any subsequent year.”.

10. Schedule 1 is amended:

1. by substituting in the title “(s. 2.02)” for “(s. 5.01)”;

2. by substituting “ville de L’Ancienne-Lorette, ville de Beauport, ville de Beaupré” for “Ancienne-Lorette, Beauport, Beaupré”;

3. by striking “Bernières”;

4. by substituting “ville de Cap-Rouge, ville de Charlesbourg, ville de Charny, ville de Château-Richer, paroisse de L’Ange-Gardien, ville de Lac-Delage, ville de Lac-Saint-Charles” for “Cap-Rouge, Charlesbourg, Charny, Château-Richer, L’Ange-Gardien, Lac-Delage, Lac Saint-Charles”;

5. by striking “Lauzon”;

6. by substituting “ville de Lévis, ville de Loretteville” for “Lévis, Loretteville”;

7. by substituting “ville de Québec, ville de Sainte-Anne-de-Beaupré” for “Québec, Sainte-Anne-de-Beaupré”;

8. by striking “Saint-David-de-l’Auberivière”;

9. by substituting “Lac-Beauport, ville de Saint-Émile” for “Saint-Dunstan-du-Lac-Beauport, Saint-Émile”;

10. by substituting “paroisse de Saint-Famille” for “Sainte-Famille (île d’Orléans)”;

11. by substituting “ville de Sainte-Foy, paroisse de Saint-François” for “Sainte-Foy, Saint-François (île d’Orléans)”;

12. by substituting “paroisse de Sainte-Hélène-de-Breakeyville” for “Sainte-Hélène-de-Breakeyville”;

13. by substituting “paroisse de Saint-Jean, ville de Saint-Jean-Chrysostome, ville de Boischatel, paroisse de Saint-Joachim, paroisse de Saint-Joseph-de-la-Pointe-de-Lévy, paroisse de Saint-Lambert-de-Lauzon, Saint-Laurent-de-L’Île d’Orléans, ville de Saint-Nicolas, village de Sainte-Pétronille, Saint-Pierre-de-L’Île d’Orléans, ville de Saint-Rédempteur, ville de Saint-Romuald” for “Saint-Jean (île d’Orléans), Saint-Jean Chrysostome, Saint-Jean-de-Boischatel, Saint-Joachim, Saint-Joseph-de-la-Pointe-de-Lévy, Saint-Lambert-de-Lauzon, Saint-Laurent (île d’Orléans), Saint-Nicolas, Sainte-Pétronille (île d’Orléans), Saint-Pierre (île d’Orléans), Saint-Rédempteur, Saint-Romuald”;

14. by substituting “ville de Sillery, cantons unis de Stoneham-et-Tewkesbury, ville de Val-Bélair, ville de Vanier” for “Sillery, Stoneham, Tewkesbury, Val-Bélair et Vanier”.

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