

(81) by replacing “Saint-Joachim-de-Shefford, Saint-Paul-d’Abbotsford” by “paroisse de Saint-Joachim-de-Shefford, paroisse de Saint-Paul-d’Abbotsford”;

(82) by deleting “village de Sainte-Pudentienne, paroisse de Sainte-Pudentienne”;

(83) by replacing “Saint-Valérien-de-Milton” by “canton de Saint-Valérien-de-Milton”;

(84) by replacing “Valcourt, Warden, Waterloo” by “ville de Valcourt, village de Warden, ville de Waterloo”;

(85) by deleting “Subregion 04 — Saint-Hyacinthe”;

(86) by replacing “ville de Saint-Damase” by “village de Saint-Damase”.

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

3043

Draft Regulation

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

Automobiles — Mauricie — Amendments

Notice is hereby given that the Minister of State for Labour and Employment and Minister of Labour has received applications for amendments to the Decree respecting garage employees in the Mauricie region (R.R.Q., 1981, c. D-2, r. 45) from the current contracting parties as well as from associations concerned by the Decree and the Decree respecting garage employees in the Drummond region 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 Mauricie 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 regulation is, on the one hand, to integrate the decrees respecting the garage employees in the Mauricie and Drummond regions and, on the other hand, to update most of the conditions of employment which have remained unchanged in both decrees since 1989.

To do so, it proposes, in particular, new definitions of trades, to add new associations as contracting parties, to abolish certain classifications governed under the current jurisdiction of the Decree and to specify the exclusions which will apply henceforth, to allow the regular workweek to be scheduled so as to include Saturday and Sunday for certain trades, to change the conditions of application and the amount of the shift premiums, to amend the list of holidays and certain conditions of entitlement to those holidays, to harmonize provisions governing annual vacations, 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 duration 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 paritaire de l’industrie de l’automobile de la Mauricie, the Decree governs 413 employers, 117 artisans and 1969 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 Mauricie region*

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

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

“Decree respecting the automotive services industry in the Drummond and the Mauricie regions”.

* The Decree respecting garage employees in the Mauricie region (R.R.Q., 1981, c. D-2, r. 45) was last amended by the Regulation made by Order in Council no. 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.

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 terminated his apprenticeship and has obtained the necessary certificate of qualification for plying one of the trades of the automobile industry governed by this Decree;

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 vehicles for the purpose of selling or storing the parts;

8. “grade”: period during which an employee acquires 2000 hours of experience in one of the classifications provided for in this Decree. Only the 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 vehicles or their parts, by hand or with machines;

11. “specialized operator”: employee whose duties are mainly related to one 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 accessories, upholstery, hubcaps, windshield or windows;

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

13. “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 of radiators, shock absorbers, windshield wipers, headlights, filters, mufflers and radios, and installing or boosting batteries on a vehicle;

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

14. “tire specialist”: employee whose duties consist mainly in performing one or part of the following duties:

(a) installing, removing and repairing all types and sizes of tires;

(b) adjustment and alignment of front wheel suspension;

15. “uninterrupted service”: the uninterrupted period during which the employee is bound by 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;

16. “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 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;

17. "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 Drummondville inc.;

La Corporation des concessionnaires d'automobiles de la Mauricie 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;

Association des carrossiers professionnels du Québec;

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."

5. The heading of section 2.00 is replaced by the following:

"2.00. Jurisdiction".

6. The following is substituted for section 2.01:

"2.01. Professional and Industrial 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 machinery;

(b) vulcanizing and retreading;

(c) the sale of parts to parts shops 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;

(e) work performed serially and involving the restoration, fabrication and manufacture of parts or accessories for motor vehicles."

7. Section 2.02 is amended:

1. by substituting the following for the part that precedes paragraph 1:

"2.02. Territorial jurisdiction: The Decree applies within the boundaries of the following municipalities, including administrative regions 04 — Mauricie—Bois-Francs and 17 — Centre du Québec:

Mauricie Region";

2. by inserting in paragraph 1, after the words "municipalities of:", "Aston-Jonction,";

3. by inserting in paragraph 1, after "Sainte-Eulalie", "Saint-Eugène,";

4. by striking in paragraph 1, "Saint-Jean-des-Piles,";
5. by substituting in paragraph 1, "Saint-Léonard-d'Aston" for "Saint-Léonard";
6. by inserting in paragraph 1, after "Saint-Léonard-d'Aston", "Saint-Luc-de-Vincennes,";
7. by striking in paragraph 1, "Sainte-Marthe-du-Cap-de-la-Madeleine";
8. by inserting in paragraph 1, after "Sainte-Marie-de-Blandford", "Saint-Mathieu-du-Parc, Sainte-Monique,";
9. by inserting in paragraph 2, after "Nicolet", "Saint-Louis-de-France, Sainte-Marthe-du-Cap,";
10. by inserting in paragraph 3, after "Saint-Jean-Baptiste-de-Nicolet", "Saint-Jean-des-Piles,";
11. by striking in paragraph 3, "Saint-Louis-de-France, Saint-Luc, Saint-Mathieu";
12. by striking in paragraph 3, "Sainte-Monique";
13. by striking in paragraph 3, "Saint-Tite";
14. by substituting in paragraph 4, "Saint-Célestin" for "Annville";
15. by striking in paragraph 4, "Aston-Jonction, Baie-de-Shawinigan";
16. by adding the following after the first paragraph:

"Drummond Region

Ville de Drummondville and the territory located in whole or in part, less than five kilometres of its limits, Kingsey, Kingsey Falls, L'Avenir, the village and parish of Notre-Dame-du-Bon-Conseil, Saint-Cyrille-de-Wendover, parish of Saint-Edmond-de-Grantham, Saint-Eugène, Saint-Germain-de-Grantham, parish of Saint-Lucien, parish of Saint-Majorique-de-Grantham, ville de Saint-Nicéphore, Durham-Sud, Wickham."

8. The following is substituted for sections 3.00 to 11.01:

"3.00. Working hours

3.01. The standard workweek is 40 hours scheduled:

1. over not more than five consecutive days, from Monday to Saturday, for the apprentice and the journeyman;

2. from Monday to Saturday, for the dismantler, the washer, the specialized operator and the pump attendant;

3. over not more than five consecutive days, for the parts clerk, the messenger, the service attendant and the tire specialist;

4. over not more than six consecutive days for all employees of an employer where the work governed in subparagraphs *a* or *b* of paragraph 1 of section 2.01 is performed on or pertains to heavy road vehicles or to combinations of road 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 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

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 9.00 p.m. and 7:00 a.m. by employees, except for the pump attendant and for

employees specified in paragraph 4 of section 3.01 entail a premium of 0,30 \$ 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.

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

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:

1. the absence of the employee is authorized by a law or the employer, or is for a valid cause, and the employee must not receive for the general holiday an indemnity for an accident, illness or disability payable under an act, in particular, the Act respecting work accidents and occupational diseases, the Act respecting automobile insurance, the Act respecting employment insurance, or payable under any public plan or collective compensation plan;

2. the employee was laid off for less than 20 days preceding or following January 1 and 2 and also December 25 and 26 or less than five days for the other holidays provided for in section 6.01.

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 hours, or grant the employee who so requests, a compensatory holiday of one day on a date agreed upon between the employer and the employee, no later than 12 months following the date of the holiday.

6.04. Where an employee is obliged to work on one of the general holidays provided for in section 6.01, the employer, in addition to paying him the indemnity for that day, must pay him for the hours worked at his hourly wage currently paid or grant him a compensatory holiday of one day on a date agreed upon between the employer and the employee, no later than 12 months following the date of 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, if the employee so requests, a compensatory holiday of one day on a date agreed upon between the employer and the employee, no later than 12 months following the date of the holiday.

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

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 of 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 compensating 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 2, 3 or 4 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 leaves his employment, he receives the indemnity for the annual vacation credited to him before the preceding May 1, if the vacation was not taken, in addition to the indemnity due to him for the period that has elapsed since that date.

8.00. Special leave

8.01. An employee is entitled to the following leave by reason of:

1. the death or the funeral of his spouse: five days of leave with no reduction in wages;
2. the death or funeral of his child or the child of his spouse: four days of leave with no reduction in wages;
3. the death or funeral of his father or mother: three days of leave with no reduction in wages and one day of leave without pay;
4. the death or funeral of his brother or sister: two days of leave with no reduction in wages and two days of leave without pay;
5. the death or funeral of his father-in-law or mother-in-law: two days of leave with no reduction in wages;
6. the death or funeral of his brother-in-law or sister-in-law, of a son-in-law or daughter-in-law, one of his

grandparents or of one of his grandchildren and also of the father, mother, brother or sister of his spouse: one day of leave without a reduction in wages;

7. the birth of his child or the adoption of a child: two days of leave with no reduction in wages and three days of leave without pay.

This leave may be divided into days at the request of the employee. Such days may not be taken after the expiry of 15 days following the arrival of the child at the residence of his or her father or mother;

8. his wedding day: one day of leave with no reduction in wages;

9. the wedding day of one of his children, his father, mother, brother, sister or a child of his spouse: one day of leave without pay.

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

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 | \$7.25 |
| 2nd year | \$8.00 |
| 3rd year | \$8.75 |
| 4th year | \$9.50; |

2. journeyman:

| | |
|---|----------|
| A | \$14.50 |
| B | \$13.00 |
| C | \$11.50; |

3. parts clerk:

| | |
|---------|----------|
| Grade 1 | \$7.25 |
| Grade 2 | \$7.80 |
| Grade 3 | \$8.40 |
| Grade 4 | \$8.90 |
| Grade 5 | \$10.45 |
| Grade 6 | \$11.00 |
| Grade 7 | \$11.55; |

Occupations

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

4. messenger:

| | |
|---------|---------|
| Grade 1 | \$7.00 |
| Grade 2 | \$7.30; |
| Grade 3 | \$7.85; |

5. dismantler:

| | |
|---------|---------|
| Grade 1 | \$8.00 |
| Grade 2 | \$8.50 |
| Grade 3 | \$9.00; |

6. washer: \$7.05;

7. specialized operator: \$8.75;

8. pump attendant: \$7.00;

9. service attendant and tire specialist:

| | |
|---------|---------|
| Grade 1 | \$7.05 |
| Grade 2 | \$7.70 |
| Grade 3 | \$8.50 |
| Grade 4 | \$8.80 |
| Grade 5 | \$9.80. |

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 prevailing 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 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 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.