

Draft Regulations

Draft Regulation

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

Office Québec-Amériques pour la jeunesse — Implementation of the Agreement regarding the programs

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1) and section 224 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) that the Regulation respecting the implementation of the Agreement regarding the programs of the Office Québec-Amériques pour la jeunesse, the text of which appears below, may be adopted by the Commission de la santé et de la sécurité du travail and submitted to the Government for approval upon the expiry of 60 days following this publication.

The purpose of the draft Regulation is to grant the protection of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) to persons who are undergoing internships outside Québec, as part of the programs of the Office Québec-Amériques pour la jeunesse, referred to in Schedule I.

To that end, it proposes that the Office Québec-Amériques pour la jeunesse be considered as the employer of the interns for the purposes of indemnifying them, of paying the assessment established by the Commission de la santé et de la sécurité du travail and of charging the costs of benefits paid by the Commission by reason of an employment injury.

To date, study of the matter has not revealed any serious impact on small and medium-sized businesses. In fact, assessments to the Commission de la santé et de la sécurité du travail will be paid by the agency, which shall see to it that first aid be given to a worker suffering from an employment injury.

Further information may be obtained by contacting Yves Brissette, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 2^e étage, Montréal (Québec) H3B 3J1, by telephone at (514) 906-3020 extension 2070 or by fax at (514) 906-3021.

Any interested person having comments to make on the matter is asked to send them in writing, before the expiry of the 60-day period, to Juliette Bailly, Vice-

Chair, client and Partner Relations, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 14^e étage, Montréal (Québec) H3B 3J1.

TREFFLÉ LACOMBE,
*Chairman of the Board of Directors
and Chief Executive Officer of the
Commission de la santé et de la
sécurité du travail*

Regulation respecting the implementation of the Agreement regarding the programs of the Office Québec-Amériques pour la jeunesse

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

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

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

SCHEDULE I

AGREEMENT BETWEEN

THE OFFICE QUÉBEC-AMÉRIQUES POUR
LA JEUNESSE

AND

THE COMMISSION DE LA SANTÉ ET
DE LA SÉCURITÉ DU TRAVAIL

WHEREAS the Office Québec-Amériques pour la jeunesse, established under section 1 of the Act respecting the Office Québec-Amériques pour la jeunesse (2000, c. 18) is, under section 2 of the Act, a legal person within the meaning of the Civil Code of Quebec and has the general powers of such a corporation and the special powers conferred upon it by that Act;

WHEREAS the Commission de la santé et de la sécurité du travail established under section 137 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) is, under section 138 of the Act, a legal person within the meaning of the Civil Code of Québec and has the general powers of such a person and the special powers conferred upon it by that Act;

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

WHEREAS under section 3 of the Act respecting the Office Québec-Amériques pour la jeunesse, the mission of the agency is to develop relations between young people in Québec and young people elsewhere in the Americas so as to promote understanding of their respective cultures, increase exchanges between individuals and groups and encourage the development of cooperation networks, more particularly, by developing exchange and cooperation programs accessible to young people from all backgrounds and including activities that are conducive to personal, academic or professional development such as internships;

WHEREAS the agency has requested that the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply to certain interns and that it intends to assume the obligations provided for employers;

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

WHEREAS under section 16 of that Act, the second paragraph of s section 170 of the Act respecting occupational health and safety applies to such an agreement, that is to say that the Commission shall make regulation in order to give effect to an agreement extending the benefits of the Acts or regulations administered by it;

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING :

CHAPTER	1.00	ENABLING CLAUSE
<i>Enabling clause</i>	1.01	This Agreement is made under section 16 of the Act.

CHAPTER	2.00	PURPOSE OF THE AGREEMENT
<i>Purpose</i>	2.01	The purpose of this Agreement is to provide for the application of the Act to certain interns of the agency and to determine the respective obligations of the agency and the Commission on the conditions set forth therein.
CHAPTER	3.00	DEFINITIONS
		For the purpose of this Agreement :
“Commission”	(a)	Commission means the Commission de la santé et de la sécurité du travail ;
“occupation”	(b)	occupation means, as the case may be, the occupation of the intern, the remunerated employment he carries out at the moment where the occupational injury occurs, that for which he is registered with the Commission or, if the intern does not have remunerated employment, or is not a person registered with the Commission at the moment the injury occurs, his usual employment or, if he does not carry on such an occupation, the occupation that could have been his regular occupation according to his education, training, work experience and the physical and intellectual capacity he had before the injury occurred ;
“occupational injury”	(c)	occupational injury means an injury or a disease that occurs because of or in the course of an industrial accident or an occupational disease, including a recurrence, a relapse or an aggravation ;
“Act”	(d)	Act means the Act respecting industrial accidents and occupational diseases ;
“agency”	(e)	agency means the Office Québec-Amériques pour la jeunesse ;
“intern”	(f)	intern means a person who accomplishes the work under of the programs administered by the agency, in particular those provided for in Schedule I, except a person covered by section 10 or 11, paragraph 4 of the Act.

CHAPTER	4.00	THE OBLIGATIONS OF THE AGENCY
<i>Employer</i>	4.01	The agency is deemed to be the employer of any intern covered by this Agreement.

<i>Restrictions</i>		Notwithstanding the foregoing, that employer-employee relationship shall only be recognized for the purposes of compensation, assessment and imputation of the cost of benefits payable under the Act and shall not be considered as an established fact which may be open to interpretation in other sectors of activity.	<i>Premiums</i>	4.05	For assessment purposes, the agency is deemed to pay wages that correspond, as the case may be, to the annual gross employment income of each intern at the moment he registered in a program provided for in Schedule I, to employment insurance benefits received by the intern or, if the intern has no other source of income, to the minimum wage.
<i>General obligations</i>	4.02	As an employer, the agency is, <i>mutatis mutandis</i> , bound by all the obligations provided for in the Act, which include the obligation to hold a record of all the work accidents that have occurred in the institution in the sense of the Act respecting occupational health and safety where the interns work and the obligation to inform the Commission, on the form it has given, that an intern is unable to pursue his program because of his occupational injury.	<i>Minimum</i>		The assessment shall be based on the wages that the agency is deemed to pay and according to the length of the internship. The wages that the agency is deemed to pay may not, in any case, be lower than \$2000 per intern.
<i>Accident register</i>		However, in the case of the work accident register described in the first paragraph, the agency is only required to make the register available to the Commission.	<i>Annual statement</i>	4.06	The agency transmits, before March 15 of each year, a statement setting out, in particular: (1) the amount of gross income, calculated on the basis of the length of the internship, earned by the interns during the preceding calendar year; and (2) an estimate of the gross income calculated on the basis of the length of the internship of the interns registered or likely to be registered for an internship during the current calendar year.
<i>Information</i>		At the request of the Commission, the agency shall forward a description of the program and of the duties or activities performed by the intern at the moment where the occupational injury occurs.	<i>Register</i>	4.07	The agency shall keep a detailed register of the names and addresses of interns and, if they are employed during their internship, the names and addresses of the registered employers.
<i>Exceptions</i>	4.03	Notwithstanding section 4.02, section 32 pertaining to the dismissal, suspension or transfer of an employee, the practice of discrimination or the taking of reprisals against him, sections 179 and 180 regarding temporary assignments as well as Chapter VII of the Act regarding the right to return to work, do not apply to the agency.	<i>Availability</i>		The agency shall make the register available to the Commission if it is required.
<i>First Aid</i>		The agency shall see to it that first aid is given to an intern who suffers an occupational injury, according to sections 190 and 191 of the Act and shall pay for the related costs.	<i>Program description</i>	4.08	The agency shall transmit to the Commission at the time of coming into force of this Agreement, a description of every program appearing in Schedule I.
<i>Payment</i>	4.04	The agency agrees to pay the assessment calculated by the Commission in accordance with the and its regulations as well as the fixed administrative costs associated with each financial file.	<i>New or amended programs</i>		Every new program or any subsequent amendment to a program provided for in Schedule I shall be forwarded to the Commission, so that it may be evaluated and a decision may be made whether to include it or retain it.

CHAPTER	5.00	OBLIGATIONS OF THE COMMISSION	<i>Financial file</i>	5.04	At the request of the agency, the Commission shall open a special financial file for each program covered by this Agreement.
<i>Employee statute</i>	5.01	The Commission considers an intern covered by this Agreement an employee within the meaning of the Act, except for the transportation between Québec and the country where the internship will be carried out.	<i>Activities unit</i>		The file shall be classified in the unit corresponding to the activities described in the unit "Programme d'aide à la création d'emploi" or, should amendments be made after this Agreement is signed, in a unit corresponding to those activities.
<i>Compensation</i>	5.02	An intern who suffers from an occupational injury is entitled to a compensation of income from the first day following the beginning of his inability to carry on his work because of his occupational injury.		CHAPTER 6.00	MISCELLANEOUS
<i>Payment</i>		Notwithstanding section 60 of the Act, the Commission shall pay the intern the income compensation to which he is entitled.	<i>Agreement follow-up</i>	6.01	The Commission and the agency shall appoint, within 15 days of the coming into force of this Agreement, a person in charge of the follow-up of this Agreement.
<i>Calculation of the compensation</i>	5.03	For the purpose of calculating the income compensation, the intern's gross annual income is, as the case may be, the income he receives from the remunerated employment he carries out when the occupational injury occurs, that which corresponds to the employment insurance benefits, that for which he is registered with the Commission or, if he is unemployed or if he is a self-employed worker not registered with the Commission, that determined on the basis of the minimum-wage provided for in section 3 of the Regulation respecting labour standards (R.R.Q., 1981, c. N-1.1, r. 3) and the regular work week referred to in section 52 of the Act respecting labour standards (R.S.Q., c. N-1.1), as they read on the date on which they are to be applied when the injury occurs.	<i>Address of notices</i>	6.02	For the purpose of sending a notice prescribed by this Agreement, the following are the respective addresses of the Commission and the agency: (a) Le Secrétaire de la Commission Commission de la santé et de la sécurité du travail 1199, rue De Bleury, 14 ^e étage Montréal (Québec) H3C 4E1 (b) Le Secrétaire général de l'Office Office Québec-Amériques pour la jeunesse 265, rue de la Couronne, bureau 200 Québec (Québec) G1K 6E1
				CHAPTER 7.00	IMPLEMENTATION, DURATION AND TERMINATION
<i>Recurrence, relapse or aggravation</i>		In the event of a recurrence, a relapse or an aggravation, when the intern has a remunerated employment, the gross annual income is, for the purpose of calculating the compensation, established in accordance with section 70 of the Act. However, if he is unemployed at the time of the recurrence, relapse or aggravation, the gross annual income is that which he derived from employment out of or in the course of which the occupational injury occurred, the gross annual income is recalculated on 1 January of each year from the date of termination of his last employment.	<i>Effective date</i>	7.01	This Agreement takes effect on the date of coming into force of the Regulation adopted for that purpose by the Commission under section 170 of the Act respecting occupational health and safety.
			<i>Term</i>		It shall remain into force until 31 December 2001.
			<i>Automatic renewal</i>	7.02	It shall subsequently be renewed from year to year, unless one of the parties transmits a written notice to the other party, at least 90 days before the term expires, by registered or certified mail, indicating that it wants to terminate the Agreement or amend it.

Amendments 7.03 Should this happen, the notice shall contain the amendments which the party wishes to make.

Renewal The transmission of such a notice shall not preclude the automatic renewal of this Agreement for a period of one year. If the parties do not agree on the amendments to be made to the Agreement, the Agreement expires, without further notice, at the expiry of that period.

CHAPTER 8.00 TERMINATION OF THE AGREEMENT

Default 8.01 The Commission may, if the agency fails to respect one obligation or another, ask the agency to correct the mistake in a determined time period. Where the agency fails to correct the default in the determined time period, the Commission may unilaterally cancel the agreement, upon written notice.

Date 8.02 The Agreement shall then be terminated on the date that the written notice was sent out.

Financial adjustments 8.03 In the event of a termination, the Commission shall make financial adjustments on the basis of the amount payable under this agreement.

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

Mutual agreement 8.04 The parties may terminate this Agreement by mutual agreement at any time.

Damages 8.05 In the event of a cancellation, a party is not held to pay damages, interest or any other form of compensation or charges to the other party.

IN WITNESS WHEREOF, *the parties have signed*

At _____, this _____
() day of _____ 2001.

LUCIE LATULIPPE,
President, Director General
Office Québec-Amériques
pour la jeunesse

In _____, this _____
() day of _____ 2001.

TREFFLÉ LACOMBE,
Chairman of the Board of Directors
and Chief Executive Officer of the
Commission de la santé et de la
sécurité du travail

SCHEDULE I OF THE AGREEMENT

LIST OF THE PROGRAMS COVERED BY THE AGREEMENT

Internship work programs outside of Québec:

- curriculum;
- passerelles;
- portefeuille.

4496