

Class of employment	As of 2013/07/04	As of 2014/07/04	As of 2015/07/04
1. Full-time employee			
(A) driver:			
i. self-loading truck	\$20.50	\$21.00	\$21.60
ii. side-loading truck	\$21.39	\$21.89	\$22.49
iii. other vehicle	\$20.29	\$20.79	\$21.39
(B) helper:	\$19.97	\$20.47	\$21.07
2. Part-time employee:			
(A) truck driver any category:	\$19.71	\$20.21	\$20.81
(B) helper:	\$19.43	\$19.93	\$20.53.

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

2225

Draft Regulation

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

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

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation respecting the implementation of the Agreement regarding the programs of the Office Québec-Monde pour la jeunesse, appearing below, may be made by the Commission de la santé et de la sécurité du travail and submitted to the Government for approval, in accordance with section 224 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1), on the expiry of 45 days following this publication.

The main 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 serve training periods in a work environment under the programs of the Office Québec-Monde pour la jeunesse, listed in the schedule to the agreement.

To that end, it is proposed that the Office Québec-Monde pour la jeunesse be considered the employer of those persons for compensation purposes, the payment of the assessment established by the Commission de la santé et de la sécurité du travail and the imputation of the cost of benefits payable by reason of an employment injury.

Study of the matter has revealed no impact on enterprises, including small and medium-sized businesses. The assessments related to the coverage of the persons subject to the agreement will be paid by the Office.

Further information may be obtained by contacting Mireille Cholette, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 14^e étage, Montréal (Québec) H3B 3J1; telephone: 514 906-2922; fax: 514 906-3781.

Any person wishing to comment on the draft Regulation is requested to submit written comments within the 45-day period to Claude Sicard, vice-president for partnership and expert counseling, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 14^e étage, Montréal (Québec) H3B 3J1.

MICHEL DESPRÉS,
*Chair of the Board 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-Monde pour la jeunesse

An Act respecting occupational health and safety (R.S.Q., c. S-2.1, ss. 170 and 223, 1st par., subpar. 39°)

1. The Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) applies to persons who take part in the programs of the Office Québec-Monde pour la jeunesse to the extent and subject to the conditions set in the Agreement entered into between the Office and the Commission de la santé et de la sécurité du travail appearing in 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 QUEBEC-MONDE POUR LA JEUNESSE

AND

THE COMMISSION DE LA SANTÉ ET DE LA SÉCURITÉ DU TRAVAIL

WHEREAS the Office Québec-Monde pour la jeunesse was established on 26 May 2009, by the Act to establish the Office Québec-Monde pour la jeunesse (R.S.Q., c. O-5.2), passed unanimously by the National Assembly of Québec;

WHEREAS the mission of the Office Québec-Monde pour la jeunesse (the Office) is to develop relations between the young people of Québec and those of jurisdictions or countries that are not under the purview of the Office franco-québécois pour la jeunesse, the Office Québec-Amériques pour la jeunesse and the Office Québec Wallonie Bruxelles pour la jeunesse;

WHEREAS section 2 of the Act to establish the Office Québec-Monde pour la jeunesse (R.S.Q., c. O-5.2) provides that the Office is a legal person and a mandatary of the State and that its property forms part of the domain of the State, but the execution of the obligations of the Office may be levied against its property;

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 a legal person under section 138 of that Act;

WHEREAS, under section 170 of that Act, 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 the Office's mission is, to the extent and subject to the conditions determined by the Minister, to develop relations between the young people of Québec and those of the jurisdictions and countries identified by the Minister that are not under the purview of the Office franco-québécois pour la jeunesse, the Office Québec/Wallonie-Bruxelles pour la jeunesse or the Office Québec-Amériques pour la jeunesse;

WHEREAS the Office's mission is also to offer various individual or group training programs, designed as professional springboards to enable young people aged 18 to 35 to take part in an international initiative directly related to their field of studies, their sector of professional activity and their social involvement;

WHEREAS the exchange and cooperation programs include activities that are conducive to personal, academic or professional development, such as seminars, internships and cultural productions, and the Office may provide funding or technical support for the development and implementation of cooperation projects that originate in the communities;

WHEREAS the Office has requested that the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply to trainees covered by this Agreement and the Office intends to assume the obligations prescribed for employers;

WHEREAS section 16 of that Act provides that a person doing work under a project of any government, whether or not the person is a worker within the meaning of that Act, may be considered 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 that section 16 also provides that the second paragraph of section 170 of the Act respecting occupational health and safety applies to such an agreement, which means that the Commission must make a regulation to give effect to an agreement that extends the benefits of the laws and regulations administered by it;

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1. ENABLING PROVISION

Enabling provision

1. 1 This Agreement is entered into under section 16 of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), hereinafter called "the Act".

CHAPTER 2. PURPOSES

Purposes

2. 1 The purposes of this Agreement are to provide for the application of the Act to the Office's trainees covered by this Agreement and to determine the respective obligations of the Office Québec-Monde pour la jeunesse and the Commission de la santé et de la sécurité du travail on the conditions and to the extent set forth herein.

CHAPTER 3. DEFINITIONS

For the purposes of this Agreement,

- "*Commission*" (a) Commission: the Commission de la santé et de la sécurité du travail;
- "*employment*" (b) employment: as the case may be, the remunerated employment the trainee has at the time the employment injury appears or for which the trainee is registered with the Commission. If the trainee has no remunerated employment or is not registered with the Commission at the time the injury appears, his or her usual employment or, if the trainee does not carry on such employment, the employment that could have been the trainee's usual employment, considering the trainee's training, work experience and physical and intellectual capacity before the employment injury appeared;
- "*employment injury*" (c) employment injury: an injury or a disease arising out of or in the course of an industrial accident, or an occupational disease, including a recurrence, relapse or aggravation;
- "*Office*" (d) Office: the Office Québec-Monde pour la jeunesse;

"trainee" (e) trainee: a person doing work under programs administered by the Office, in particular the programs listed in the schedule, except a person referred to in section 10 or paragraph 4 of section 11 of the Act.

CHAPTER 4. OBLIGATIONS OF THE OFFICE

Employer 4.1 The Office is deemed to be the employer of any trainee covered by this Agreement.

Restrictions Despite the foregoing, the employer-employee relationship is recognized as such only for the purposes of indemnification, assessment and imputation of the cost of benefits payable under the Act and must not be considered as an admission of a factual situation lending itself to interpretation in other fields of activity.

General obligations 4.2 As the employer, the Office is bound by all the obligations imposed by the Act, with the necessary modifications, including the obligation to keep a register of industrial accidents occurring in the establishments within the meaning of the Act respecting occupational health and safety where the trainees work and the obligation to inform the Commission, on the form prescribed by it, when a trainee is unable to pursue the program by reason of an employment injury.

Register of accidents Despite the foregoing, the Office is required to put the register at the disposal of the Commission only.

Information Upon request by the Commission, the Office sends a description of the program and tasks or activities carried out by the trainee at the time the employment injury appeared.

Exceptions 4.3 Despite section 4.2, section 32 of the Act concerning the dismissal, suspension or transfer of a worker, discriminatory measures or reprisals, sections 179 and 180 concerning temporary assignment, as well as Chapter VII of the Act concerning the right to return to work, are not applicable to the Office.

- First aid* The Office must see that first aid is given to a trainee suffering from an employment injury, in accordance with sections 190 and 191 of the Act, and pay the related costs.
- Payment of assessment* 4. 4 The Office agrees to pay the assessment calculated by the Commission in accordance with the Act and the regulations made thereunder and the fixed administrative costs associated with each financial record.
- For the purposes of this Agreement, the Office is also required to make periodic payments, in accordance with section 315.1 of the Act.
- Assessment* 4. 5 For assessment purposes, the Office is deemed to pay a salary that corresponds, as the case may be, to the annual gross employment income of each trainee at the time the trainees is registered in a program listed in the schedule, to the employment insurance benefits received by the trainee or to the minimum wage, if the trainee has no other employment income.
- Minimum* The assessment is based on the wages that the Office is deemed to pay and on the length of the training period. However, the wages that the Office is deemed to pay may not in any case be less than \$2,000 per trainee.
- Annual statement* 4. 6 The Office sends to the Commission, before 15 March of each year, a statement setting out, in particular, the amount of gross employment income paid to the trainees during the preceding calendar year, calculated in relation to the duration of the training period.
- Register* 4. 7 The Office keeps a detailed register of the names and addresses of the trainees and, if trainees are employed during their training, of the names and addresses of their respective employers.
- Availability* The Office makes such register available to the Commission if the latter so requires.

Description of programs

4. 8 The Office sends the Commission, upon the coming into force of this Agreement, a description of the programs appearing in the schedule.

New program or amendment

Any new program or any subsequent amendment to a program appearing in the schedule is also to be sent so as to determine whether it should come or remain under this Agreement.

CHAPTER 5. COMMISSION'S OBLIGATIONS

Worker status

5. 1 The Commission considers a trainee covered by this Agreement as a worker within the meaning of the Act, except in respect of travel between Québec and the country where the training period will be undertaken.

Indemnity

5. 2 A trainee suffering from an employment injury is entitled to an income replacement indemnity as of the first day following the beginning of the trainee's inability to carry on his or her employment by reason of the injury.

Payment

Despite section 60 of the Act, the Commission pays to that trainee the income replacement indemnity to which he or she is entitled.

Calculation of indemnity

5. 3 For the purposes of calculating the income replacement indemnity, the trainee's gross annual employment income is, as the case may be, that which the trainee derives from the remunerated employment the trainee has at the time the employment injury appears, that which corresponds to the employment insurance benefits received, that for which the trainee is registered with the Commission or, if the trainee is unemployed or 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 appears.

*Recurrence, relapse
or aggravation*

In the event of a recurrence, a relapse or an aggravation, where the trainee holds remunerated employment, the gross annual income is, for the purposes of calculating the income replacement indemnity, established in accordance with section 70 of the Act. However, if unemployed at the time of the recurrence, relapse or aggravation, the gross annual employment income is that which the trainee derived from the employment out of or in the course of which the trainee suffered the employment injury; that gross income is revalorized on 1 January of each year from the date on which the trainee ceased to hold the employment.

*Financial
records*

5. 4 At the request of the Office, the Commission opens a special financial record for each program listed in the Schedule.

Unit of activity

Such record must be classified in the unit corresponding to the activities described in the "Programme d'aide à la création d'emploi" unit or, should amendments be made after this Agreement is signed, in a unit corresponding to those activities.

CHAPTER 6. MISCELLANEOUS

Follow-up

6. 1 Both the Commission and the Office designate, within 15 days of the coming into force of this Agreement, a person responsible for the follow-up of this Agreement.

*Addresses
for notices*

6. 2 Any notice required by this Agreement is to be sent to the Commission and Office at the following addresses:
- (a) Le Secrétaire général de la Commission
Commission de la santé et de la sécurité du travail
1199, rue de Bleury, 14^e étage, Montréal (Qc) H3C 4E1;
 - (b) Le Secrétaire général de l'Office
Office Québec-Monde pour la jeunesse
265, rue de la Couronne, Bureau 200, Québec (Qc) G1K 6E1

CHAPTER 7. COMING INTO FORCE, TERM AND CANCELLATION

Effective date 7.1 This Agreement takes effect on the date of coming into force of the Regulation made for that purpose by the Commission under sections 170 and 223 of the Act respecting occupational health and safety.

Term The Agreement remains in force until 31 December 2012.

Tacit renewal 7.2 It is subsequently renewed tacitly from one calendar year to the next, unless one of the parties sends to the other party, by registered or certified mail, at least 90 days before the term expires, a notice in writing to the effect that it intends to terminate the Agreement or make amendments thereto.

Amendments 7.3 In the latter case, the notice must contain the amendments which the party wishes to make.

Renewal The sending of such notice does not preclude the tacit renewal of this Agreement for a period of 1 year. If the parties do not agree on the amendments to be made to this Agreement, the Agreement must be terminated, without further notice, at the expiry of that period.

Mutual amendments 7.4 The parties may, by mutual agreement, amend this Agreement at any time.

Default 7.5 If the Office fails to respect any of its obligations, the Commission may ask the Office to rectify the default within the time set by the Commission. If the situation is not rectified within the prescribed time, the Commission may cancel this Agreement unilaterally, upon written notice.

Date 7.6 The Agreement is then cancelled on the date on which the written notice is sent.

Mutual cancellation 7.7 The parties may, by mutual agreement, cancel this Agreement at any time.

- Financial adjustments* 7.8 In the event of cancellation, the Commission makes financial adjustments taking into account the amounts payable under this Agreement.
- Amount due* Any amount due after such financial adjustments have been made is payable on the due date appearing on the notice of assessment.
- Damages* 7.9 In the event of cancellation, neither party may be required to pay damages, interest or any other form of indemnity or charges to the other party.

IN WITNESS WHEREOF, the parties have signed

at _____, on this _____ () at _____, on this _____ ()
 day day
 of _____ 2012 of _____ 2012

 ALFRED PILON
 Secretary General
 Office Québec-Monde
 pour la jeunesse

 Michel Després
 Chair of the Board and Chief Executive
 Officer of the Commission de la santé
 et de la sécurité du travail

SCHEDULE TO THE AGREEMENT

- List of programs
- Training programs in the workplace outside Québec:
 - cursus;
 - curriculum.