

register, monthly report, notices from employers and the designation of a representative or if the employer knowingly participated in an unreported remuneration system.

An employer in which a person of the enterprise

(1) acting as a person of the enterprise that was the cause of losses of wages,

(2) is related by filiation in the direct line to a person of the enterprise that was the cause of losses of wages, or

(3) is the spouse, within the meaning of the third paragraph of section 8, of a person of the enterprise that was the cause of losses of wages,

is deemed to be the same employer of an employee.

“Person of the enterprise” means the persons referred to in the second paragraph of section 8. “Losses of wages” means a loss of wages incurred by an employee who has been compensated under the Fund or the fund indicated in paragraph 1 of section 3.

12. An employee may not receive compensation from the Fund for work performed in contravention of the Act or any provision of a collective agreement.

13. To apply for compensation from the Fund, an employee must file, in the manner prescribed by the Commission, the documents and information required not later than 60 days after the expiry of the wages the employee should have received.

That expiry is that provided for in the collective agreement of the applicable sector for the loss of wages and reference period concerned.

14. The date of filing of an application for compensation is the date on which it is received by the Commission.

15. The Commission may extend the time limit indicated in the first paragraph of section 13 if the employee proves that he or she could not comply with it for a reason beyond the employee’s control.

16. The Commission decides as soon as possible an application for compensation filed by an employee and informs the employee of the decision in writing immediately.

17. The Commission pays compensation to an employee entitled to it within 60 days of its decision.

18. An employee who feels personally aggrieved by a decision made pursuant to this Regulation may, within 30 days of receiving the decision, apply for review with the Commission des relations de travail.

19. Where compensation from the Fund is paid to an employee under section 17 or where compensation is not paid in the cases provided for in section 11 or 12, the Commission makes public the name of the employer concerned, as well as the names of the directors of that employer declared under the Act respecting the legal publicity of enterprises (chapter P-44.1). This section does not apply where compensation is paid under subparagraph 4 of the first paragraph of section 8, on the grounds that the employee has acted as a prospective juror or juror after being summoned by the Court.

20. This Regulation comes into force on *(insert the date corresponding to the fifteenth day following the date of its publication in the Gazette officielle du Québec)*.

3492

Draft Regulation

An Act respecting occupational health and safety
(chapter S-2.1)

Agreement on the professional dance training program — Implementation

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1), that the Regulation respecting the implementation of the Agreement on the professional dance training program, appearing below, may be made by the Commission de la santé et de la sécurité du travail, with or without amendment, on the expiry of 45 days following this publication and submitted to the Government for approval.

An agreement between the Conseil des arts et des lettres du Québec and the Commission must be concluded in order for the Conseil, as replacement for the Minister of Culture, Communications and the Status of Women, to be deemed the employer of persons registered in the professional dance training program, solely for the compensation, payment of the assessment calculated by the Commission de la santé et de la sécurité du travail and imputation of the cost of benefits paid by the Commission by reason of an employment injury. The Conseil des arts et des lettres du Québec will pay the assessments.

The agreement requires the adoption of a regulation under section 170 of the Act respecting occupational health and safety (chapter S-2.1) to make it effective.

Study of the matter has shown no impact on enterprises.

Further information may be obtained by contacting Marie-Eve Harpin, Commission de la santé et de la sécurité du travail, 1199, rue De Bleury, 14^e étage, Montréal (Québec) H3H 3J1; telephone: 514 906-3783; fax: 514 906-3781.

Any person wishing to comment on the matter is requested to submit written comments within the 45-day period to Carl Gauthier, Vice President, Finance, Commission de la santé et de la sécurité du travail, 524, rue Bourdages, Québec (Québec) G1K 7E2.

MICHEL DESPRÉS,
*Chairman 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 on the professional dance training program

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

- 1.** The Act respecting industrial accidents and occupational diseases (chapter A-3.001) applies to persons participating in the professional dance training program on the conditions and to the extent provided for in the Agreement between the Conseil des arts et des lettres du Québec and the Commission de la santé et de la sécurité du travail appearing in Schedule I.
- 2.** This Regulation replaces the Regulation respecting the implementation of the Agreement on the professional dance training program (chapter S-2.1, r. 30).
- 3.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

AGREEMENT

BETWEEN

THE CONSEIL DES ARTS ET DES LETTRES
DU QUÉBEC ACTING ON BEHALF OF THE
GOUVERNEMENT DU QUÉBEC REPRESENTED
BY STEPHAN LA ROCHE, CHIEF EXECUTIVE
OFFICER, DULY AUTHORIZED,

hereinafter called the “CALQ”

AND

THE COMMISSION DE LA SANTÉ ET DE LA
SÉCURITÉ DU TRAVAIL REPRESENTED BY
MICHEL DESPRÉS, CHAIRMAN OF THE
BOARD AND CHIEF EXECUTIVE OFFICER,
DULY AUTHORIZED,

hereinafter called the “Commission”

UNDER SECTION 16 OF THE ACT RESPECTING
INDUSTRIAL ACCIDENTS AND OCCUPATIONAL
DISEASES

WHEREAS the CALQ, established under section 1 of the Act respecting the Conseil des arts et des lettres du Québec (chapter C-57.02), is, under sections 2 and 3 of that Act, a legal person, mandatary of the State;

WHEREAS the CALQ has the general powers of such legal person and the special powers assigned to it by that Act;

WHEREAS, under section 14 of that Act, the CALQ is competent to act in the fields of visual arts, arts and crafts, literature, performing arts, multidisciplinary arts, media arts and in matters of architectural research;

WHEREAS, under section 15 of that Act, the object of the CALQ is to support creation, experimentation and production and to foster the diffusion thereof in Québec and, in compliance with Québec’s policies in matters of Canadian intergovernmental affairs and international affairs, elsewhere in Canada and abroad;

WHEREAS, under section 138 of the Act respecting occupational health and safety (chapter S-2.1), the Commission is a legal person;

WHEREAS the CALQ has requested that the Act respecting industrial accidents and occupational diseases (chapter A3.001) apply to the workers covered by this Agreement and the CALQ intends to assume the obligations prescribed 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 that section 16, the second paragraph of section 170 of the Act respecting occupational health and safety applies to such agreement, the effect of that section 16 being that the Commission must proceed by way of a regulation in order to give effect to an agreement extending benefits arising out of Acts or regulations administered by it;

WHEREAS the obligations of the CALQ provided for in this Agreement are the same as the obligations of the Minister of Culture, Communications and the Status of Women (the Minister) provided for in the agreement that was the subject of the Regulation respecting the implementation of the Agreement on the professional dance training program approved by Order in Council 1197-2010 dated 15 December 2010 (*G.O.*, 2010, Part 2, No. 50B, 3854B);

WHEREAS this Agreement replaces that Agreement;

THEREFORE, THE PARTIES HEREBY AGREE TO THE FOLLOWING:

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.

CHAPTER 2 PURPOSES OF AGREEMENT

Purposes of agreement

2.1 The purposes of this Agreement are to provide for the application of the Act respecting industrial accidents and occupational diseases to the workers concerned and to determine the respective obligations of the CALQ and the Commission, on the conditions and to the extent set forth herein.

CHAPTER 3 DEFINITIONS

For the purposes of this Agreement,

“Commission”

(a) Commission means the Commission de la santé et de la sécurité du travail;

“employment”

(b) employment means the employment of a worker as an interpreter in an artistic dance production;

“employment injury”

(c) employment injury means 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, within the meaning of the Act;

“Act”

(d) Act means the Act respecting industrial accidents and occupational diseases (chapter A-3.001);

“CALQ”

(e) CALQ means the Conseil des arts et des lettres du Québec;

“worker”

(f) worker means a person who, under the program appearing in Schedule 1, performs training activities not included in an employment contract for the purpose of maintaining professional competencies. These activities must be structured and supervised by a qualified professional and they do not include activities performed at home, in gymnasiums or fitness centres.

CHAPTER 4 OBLIGATIONS OF THE CALQ

Employer

4.1 The CALQ is deemed to be the employer of any worker covered by this Agreement.

Restrictions

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

Exclusions

The workers covered by this Agreement are neither employees, public servants nor officers of the Gouvernement du Québec, including the CALQ.

General obligations

4.2 As the employer, the CALQ is bound, with the necessary modifications, by all the obligations provided for in the Act, including in particular the obligation to keep a register of industrial accidents.

Register of accidents

However, the CALQ is required to make the register of industrial accidents referred to in the preceding paragraph available only to the Commission.

Information

At the request of the Commission, the CALQ forwards a description of the activities performed by the worker at the time the employment injury appeared.

Exceptions

4.3 Despite section 4.2, section 32 of the Act pertaining to the dismissal, suspension or transfer of a worker, the practice of discrimination or the taking of reprisals against the worker, sections 179 and 180 concerning temporary assignment and Chapter VII respecting the right to return to work do not apply to the CALQ.

First aid

The CALQ must ensure that first aid is given to a worker suffering an employment injury, in accordance with sections 190 and 191 of the Act, and assume the costs thereof.

Payment of assessment

4.4 The CALQ agrees to pay the assessment calculated by the Commission and the fixed administrative costs associated with each financial record.

For the purposes of this Agreement, the CALQ is also bound to make periodic payments, in accordance with section 315.1 of the Act.

Assessment

4.5 For assessment purposes, the CALQ is deemed to pay to each worker covered annual gross wages, rounded to the next highest multiple of one hundred dollars, established on the basis of the minimum wage in effect on 31 December of the year in which the training activities are performed.

Annual statement

4.6 The CALQ sends to the Commission, before 15 March of each year, a statement setting out, in particular, the amount of gross wages deemed paid to the workers during the preceding calendar year.

Register

4.7 The CALQ keeps a detailed register of the workers' names and addresses and, on request by the Commission, provides it with the information it needs for the purposes of this Agreement.

Description of programs

4.8 The CALQ forwards to the Commission, on the coming into force of this Agreement, a description of the program appearing in Schedule 1.

New program or amendment

Every subsequent amendment to the program appearing in Schedule 1 must be forwarded so as to determine whether it should remain under this Agreement.

CHAPTER 5 OBLIGATIONS OF THE COMMISSION

Worker status

5.1 The Commission considers a worker covered by this Agreement to be a worker within the meaning of the Act.

Indemnity

5.2 A worker who suffers an employment injury is entitled to an income replacement indemnity from the first day following the beginning of his or her inability to carry on employment by reason of the injury.

Payment

Despite section 60 of the Act, the Commission pays to such a worker the income replacement indemnity to which the worker is entitled.

Calculation of indemnity

5.3 For the purpose of calculating the income replacement indemnity, the worker's gross annual employment income is that determined on the basis of the minimum wage provided for in section 3 of the Regulation respecting labour standards (chapter N1.1, r. 3) and the regular workweek referred to in section 52 of the Act respecting labour standards (chapter N-1.1), as they read on the date on which they are to be applied when the injury appears.

Financial record

5.4 At the request of the CALQ, the Commission opens a specific financial envelope for the program covered by this Agreement.

Program referred to

The program is classified in the unit of operation: “Operating a television station; producing or distributing motion pictures or other audio and video material; operating a motion picture or a drive-in theatre; operating an orchestra, a discomobile, a singing group, a theatre company or a theatrical agency; leasing or renting halls; installing equipment for social dances” or, following subsequent amendments made to that unit of operation after the signing of this Agreement, in a unit corresponding to those program activities.

Applicable rate

5.5 The Commission applies, for the program appearing in Schedule 1, either the specific assessment rate of the unit in which the program is classified, or a personalized assessment rate, provided in the latter case that the CALQ satisfies the conditions set out in the Act and its regulations for each assessment year.

CHAPTER 6 MISCELLANEOUS

Monitoring of progress

6.1 Within 15 days following the coming into force of this Agreement, both the Commission and the CALQ designate a person who will be responsible for monitoring the progress of this Agreement.

Addresses for notices

6.2 Every notice required by this Agreement must be sent to the following addresses:

(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) La Secrétaire du CALQ
Conseil des arts et des lettres du Québec
79, boulevard René-Lévesque Est, 3^e étage
Québec (Québec) G1R 5N5.

CHAPTER 7 COMING INTO FORCE, TERM AND TERMINATION

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 section 170 and subparagraph 39 of the first paragraph of section 223 of the Act respecting occupational health and safety.

Term

The Agreement remains in force until 31 December 2015.

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

7.4 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 the Agreement, the Agreement must be terminated, without further notice, at the expiry of that period.

CHAPTER 8 AMENDMENT TO AND TERMINATION OF AGREEMENT

Non-compliance

8.1 If the CALQ fails to comply with any of its obligations, the Commission may request that the CALQ remedy that failure within a period fixed by the Commission. Should the failure not be remedied within the period fixed, the Commission may unilaterally terminate this Agreement, upon written notice.

Date

8.2 This Agreement is then terminated on the date on which the written notice is sent.

Financial adjustments

8.3 In the event of termination, the Commission makes the financial adjustments taking into account the amounts payable under this Agreement.

Sum due

Any sum due following those financial adjustments are payable on the due date appearing on the notice of assessment.

Mutual agreement

8.4 The parties may, by mutual agreement, amend or terminate this Agreement at any time.

Damages

8.5 In the event of termination, 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 of _____ 2014 () day of _____ 2014

STEPHAN LA ROCHE
*Chief Executive Officer,
Conseil des arts et des
lettres du Québec*

MICHEL DESPRÉS,
*Chairman of the Board
and Chief
Executive Officer,
Commission de la santé et
de la sécurité du travail*

SCHEDULE 1 TO THE AGREEMENT**List of programs subject to the agreement**

— Artistic dance production training program