

32. Animal care expenses incurred as a result of a seizure are borne by the owner or custodian of the dog, including the costs incurred to provide veterinary care, treatment, surgical procedures and medication required during the seizure and examination by a veterinary surgeon, and to transport, euthanize or dispose of the dog.

DIVISION VI OFFENCE

33. The owner or custodian of a dog who contravenes section 6 or does not comply with an order rendered under section 10 or 11 is liable to a fine of \$1,000 to \$10,000 in the case of a natural person and \$2,000 to \$20,000 in other cases.

34. The owner or custodian of a dog who contravenes any of sections 16, 18 and 19 is liable to a fine of \$250 to \$750 in the case of a natural person and \$500 to \$1,500 in other cases.

35. The owner or custodian of a dog who contravenes any of sections 20 and 21 is liable to a fine of \$500 to \$1,500 in the case of a natural person and \$1,000 to \$3,000 in other cases.

36. The minimum and maximum fines provided for in sections 34 and 35 are doubled where the offence concerns a dog declared potentially dangerous.

37. The owner or custodian of a dog who contravenes any of sections 22 to 25 is liable to a fine of \$1,000 to \$2,500 in the case of a natural person and \$2,000 to \$5,000 in other cases.

38. The owner or custodian of a dog who provides false or misleading information or information that the owner or custodian should have known to be false or misleading relating to the registration of a dog is liable to a fine of \$250 to \$750 in the case of a natural person and \$500 to \$1,500 in other cases.

39. Every person who in any way hinders any person responsible for the application of the Act in the performance in the person's duties, deceives the person by concealment or misrepresentation or refuses to provide information that the person is entitled to obtain under this Regulation is liable to a fine of \$500 to \$5,000.

40. The minimum and maximum fines prescribed in this Division are doubled for a subsequent offence.

DIVISION VII TRANSITIONAL AND FINAL

41. The owner or custodian of a dog on the date of coming into force of this Regulation has 3 months following that date to register the dog in accordance with section 16.

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

104179

Gouvernement du Québec

O.C. 1165-2019, 20 November 2019

An Act respecting collective agreement decrees (chapter D-2)

Security guards —Amendment

Decree to amend the Decree respecting security guards

WHEREAS, under section 2 of the Act respecting collective agreement decrees (chapter D-2), the Government may order that a collective agreement respecting any trade, industry, commerce or occupation shall also bind all the employees and professional employers in Québec or in a stated region of Québec, within the scope determined in such decree;

WHEREAS the Government made the Decree respecting security guards (chapter D-2, r. 1);

WHEREAS, under the first paragraph of section 4 of the Act respecting collective agreement decrees, the contracting parties have addressed to the Minister responsible for Labour an application for amendment to the Decree;

WHEREAS, under the first paragraph of section 6.1 of the Act, section 4 applies to an application for amendment;

WHEREAS, in accordance with sections 10 and 11 of the Regulations Act (chapter R-18.1) and the first paragraph of section 5 of the Act respecting collective agreement decrees, a draft Decree to amend the Decree respecting security guards was published in Part 2 of the *Gazette officielle du Québec* of 24 July 2019 and in a French language newspaper and in an English language newspaper, with a notice that it could be made by the Government on the expiry of 45 days following that publication;

WHEREAS, under section 7 of the Act respecting collective agreement decrees, despite section 17 of the Regulations Act, a decree comes into force on the day of its publication in the *Gazette officielle du Québec* or on any later date fixed therein;

WHEREAS it is expedient to make the Decree without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Employment and Social Solidarity:

THAT the Decree to amend the Decree respecting security guards, attached to this Order in Council, be made.

YVES OUELLET,
Clerk of the Conseil exécutif

Decree to amend the Decree respecting security guards

An Act respecting collective agreement decrees (chapter D-2, ss. 2, 4 and 6.1)

1. The Decree respecting security guards (chapter D-2, r. 1) is amended in section 0.01 by replacing “Union des agents de sécurité du Québec, Métallos local 8922” in paragraph 2 by “Syndicat des Métallos, section locale 8922 (FTQ)”.

2. Section 1.01 is amended

(1) by striking out paragraph 3.1;

(2) by striking out “holding a diploma in police techniques and whose customer or employer requires that diploma as a condition for hiring; this premium is also paid to a guard” in paragraph 5;

(3) by replacing paragraph 7 by the following:

“(7) “P-4 premium”: (a) benefit paid to a guard who is asked to perform the task of first-aid or cardiopulmonary resuscitation (CPR) as a condition of employment;

(b) benefit paid to a guard who is asked to use a heart defibrillator as a condition of employment;”;

(4) by striking out paragraphs 10.2 and 11;

(5) by replacing paragraph 14 by the following:

“(14) “regular A-01 employee”: an employee who has completed a trial period and performed, taking into consideration the vacations provided for in the Decree and the Act and the absences authorized by the employer, an average of 30 hours of work per week between 1 November and 31 October of each year or, if the employee was hired during the reference year, since the date of hiring. A regular A-01 employee is available to work at all times up to 40 hours of work per week;”;

(6) by replacing paragraph 15 by the following:

“(15) “part-time A-02 employee”: an employee who has completed a trial period but does not meet any of the conditions to be a regular A-01 employee;”;

(7) by replacing paragraph 16 by the following:

“(16) “trial A-03 employee”: an employee who has not completed a trial period of 480 hours actually worked or 150 days;”;

(8) by replacing “carrying out monitoring work in order to prevent shoplifting” in subparagraph g of paragraph 20 by “preventing shoplifting”.

3. Section 3.04 is amended

(1) by inserting “Except employees assigned to a customer in the mining sector with accommodation,” at the beginning of the second paragraph;

(2) by inserting the following after the second paragraph:

“A regular A-01 employee assigned to a customer in the mining sector with accommodation who works more than 14 consecutive days is entitled to be paid in accordance with the first paragraph from the fifteenth consecutive workday.”;

(3) by inserting “or the fourteenth day for an employee assigned to a client in the mining sector with accommodation, as the case may be” after “workday” in the last paragraph.

4. Section 4.07 is amended by replacing the first paragraph by the following:

“The hourly rates and premiums to which employees are entitled are at least those set in the following table:

	As of 4 December 2019	As of 28 June 2020	As of 3 July 2021	As of 2 July 2022
Class A employee	\$18.04	\$18.34	\$18.64	\$18.99
Class B employee	\$18.29	\$18.59	\$18.89	\$19.24
Premiums				
P-1 premium*	\$0.35	\$0.35	\$0.35	\$0.35
P-2 premium*	\$0.55	\$0.55	\$0.55	\$0.55
P-3 premium*	\$1.25	\$1.25	\$1.25	\$1.25
P-4 (a) premium*	\$0.40	\$0.40	\$0.40	\$0.40
P-4 (b) premium*	\$0.20	\$0.20	\$0.20	\$0.20
P-5 premium*	\$0.50	\$0.50	\$0.50	\$0.50
P-6 premium*	\$2.50	\$2.50	\$2.50	\$2.50
P-7 premium*	\$2.00	\$2.00	\$2.00	\$2.00
P-8 premium* (<i>struck out</i>)	—	—	—	—
P-9 premium*	\$0.15	\$0.15	\$0.15	\$0.15
P-10 premium*	\$0.25	\$0.25	\$0.25	\$0.25

* More than one premium at the same time may be applicable

5. The following is inserted after section 4.15:

4.16. The employer contributes to the group registered retirement savings plan (collective RRSP) administered by the parity committee.

4.17. The mandatory contribution of the employer to the group RRSP is \$0.10 per hour paid to a regular A-01 employee and a part-time A-02 employee.

4.18. The employer must send to the parity committee, not later than the fifteenth day of each month, the employer's contribution to the group RRSP for the preceding month and any voluntary contribution by the employee, if applicable.

4.19. Sections 4.16 and 4.18 do not apply to employees who have reached 71 years of age. Despite the foregoing, the mandatory contribution provided for in section 4.17 must be paid to the employee as benefit.”

6. Section 5.01 is amended by replacing “13 November 2013” in the third paragraph by “4 December 2019”.

7. Section 5.02 is amended by replacing paragraphs 3 and 4 of the table by the following:

3° 3 years or more but less than 10 years of continuous service with the same employer	3 continuous weeks	6% of earnings
4° 10 years or more of continuous service with the same employer	4 weeks, 3 of which are continuous	6% of earnings

8. Section 5.06 is amended in the first paragraph

(1) by replacing “2 or 3” by “2, 3 or 4”;

(2) by inserting “the customer of” before “the employer”.

9. Section 6.05 is amended by replacing “affecté” in the French text of the second paragraph by “assigné”.

10. Section 7.01 is amended

(1) by striking out “father, his mother, his” in subsection 1;

(2) by striking out “if the employee is credited with 60 days of uninterrupted service” in subsection 5;

(3) by replacing subsection 6 by the following:

“(6) An employee may be absent from work for 10 days per year to fulfil obligations relating to the care, health or education of his child or the child of his spouse, or because of the state of health of a relative or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).

The leave may be divided into days. A day may also be divided if the employer consents thereto.

If it is warranted, by the duration of the absence for instance, the employer may request that the employee furnish a document attesting to the reasons for the absence.

The employee must advise the employer of his absence as soon as possible and take the reasonable steps within his power to limit the leave and the duration of the leave.

The first 2 days taken annually shall be remunerated according to the calculation formula described in section 6.03, with any adjustments required in the case of division. The employee becomes entitled to such remuneration on being credited with three months of uninterrupted service, even if he was absent previously. The right applies in the same manner to authorized absences for a reason provided for in section 79.1 of the Act respecting labour standards (chapter N-1.1). Despite the foregoing, an employer is not required to pay more than 2 days of absence in a same year where the employee is absent from work for any of the reasons provided for in this section or section 79.1 of the Act respecting labour standards.”;

(4) by inserting “, the father or the mother” after “or of the child” in paragraph 7.

11. Section 7.02 is replaced by the following:

“Regular A-01 employees accumulate in leave, for an absence due to sickness or accident, equal to 2% of their wages for hours worked, including the compensation for holidays but excluding premiums.

A regular A-01 employee who is absent because of a reason referred to in the first paragraph receives the equivalent in wages of the number of hours scheduled per day of absence up to the reserve accumulated the preceding year. Two days of absence for a reason provided for in section 79.7 or for any other reason provided for in section 79.1 of the Act respecting labour standards are taken from the amount accumulated in leave.

Despite the second paragraph, a regular A-01 employee must have accumulated the equivalent in wages of a full day for that day to be paid. If that is not the case, the Act respecting labour standards applies to the employee. The same applies to an employee who has not acquired the status of regular A-01.

On 31 October of each year, the employer establishes the dollar amount of the sick leave or accident accumulated the preceding year by each regular A-01 employee and informs each regular A-01 employee thereof not later than the following 30 November.

To be entitled to the payment of the dollar amount of accumulated leave established by the employer on 31 October of each year, the regular A-01 employee must be in the employ of his or her employer on 31 October, except where there is a change in employer and the regular A-01 employee is hired on the same workplace by the new employer and the employee has performed an average of 30 hours of work between 1 November and the date of the end of employment. In that case, the dollar amount of leave accumulated in the preceding year and in the current year is paid by the former employer at the time of the employee’s departure. A regular A-01 employee who is still in the employ of his or her employer on 31 October is paid the dollar amount of leave accumulated in the preceding year not later than the following 10 December.”.

12. Section 8.02 is amended

(1) by striking out “, that is 2 summer shirts and 2 winter shirts” in subparagraph 1 of the first paragraph;

(2) by replacing “grossesse” in the fourth paragraph of the French text by “maternité”.

13. Section 9.01 is amended by replacing “2 July 2017” and “2017” by “2 July 2022” and “2022”, respectively.

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

104178