

## Regulations and other Acts

Gouvernement du Québec

### O.C. 1529-2022, 10 August 2022

Act respecting collective agreement decrees  
(chapter D-2)

#### Personnel in the traffic control industry in Québec

Decree respecting personnel in— the traffic control industry in Québec

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 is to 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, in accordance with section 3 of the Act, any party to an agreement may apply to the Government for the passing of the decree contemplated in section 2 of the Act;

WHEREAS the Syndicat des Métallos, section locale 8922 (FTQ) and the Association Québécoise des Entrepreneurs en Infrastructure, mandated by Groupe de sécurité Garda S.E.N.C., addressed such an application to the Minister of Labour, Employment and Social Solidarity;

WHEREAS, under the first paragraph of section 6 of the Act, at the expiry of the time specified in the notice provided for in section 5 of the Act, the Minister may recommend that the Government issue a decree ordering the extension of the agreement, with such changes as are deemed expedient;

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 respecting personnel in the traffic control industry in Québec was published in Part 2 of the *Gazette officielle du Québec* of 30 March 2022 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 with amendments;

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

THAT the Decree respecting personnel in the traffic control industry in Québec, attached to this Order in Council, be made.

YVES OUELLET

*Clerk of the Conseil exécutif*

#### Decree respecting personnel in the traffic control industry in Québec

Act respecting collective agreement decrees  
(chapter D-2, ss. 2, 3 and 6)

#### CHAPTER I GENERAL

#### DIVISION I CONTRACTING PARTIES

1. The contracting parties to this Decree are the following:

(1) for the employer party:

(a) Association Québécoise des Entrepreneurs en Infrastructure (AQEI);

(2) for the union party:

(a) Syndicat des Métallos, section locale 8922 (FTQ).

## DIVISION II INTERPRETATION

**2.** For the purposes of this Decree, unless the context indicates otherwise,

(1) “office of the employer” means the establishment where the employer carries on its main activities. In the case of several establishments, it means the office of the establishment closest to the address of the employee at the time of the employee’s hiring, unless the employee’s contract of employment specifies another office;

(2) “roadway” means that part of a public highway ordinarily used for vehicular traffic;

(3) “public highway” means the surface of land or of a structure, the maintenance of which is entrusted to a municipality, a government or one of its bodies, over part of which one or more roadways open to public vehicular traffic and, where such is the case, one or more cycle lanes are laid out, except

(a) highways under the administration of or maintained by the Ministère des Ressources naturelles et de la Faune or the Ministère de l’Agriculture, des Pêcheries et de l’Alimentation;

(b) highways under construction or repair, but only with respect to vehicles assigned to the construction or repair; and

(c) highways which the Government determines, under section 5.2 of the Highway Safety Code (chapter C-24.2), as being exempt from the application of that Code;

(4) «parity committee» means the Comité paritaire de l’industrie de la signalisation routière du Québec;

(5) “spouse” means either of two persons who

(a) are married or in a civil union and cohabiting;

(b) being of opposite sex or the same sex are living together in a *de facto* union and are the father and mother of the same child; or

(c) are of opposite sex or the same sex and have been living together in a *de facto* union for one year or more;

(6) “retaining device” means a frontal or side retaining device used on road construction sites and intended to protect employees in work areas exposed to traffic and road users from new obstacles attributable to the nature of the work or traffic patterns;

(7) “employee” means a natural person who, for an employer, performs traffic control work as defined in paragraph 11;

(8) “regular employee” means an employee who has completed 300 hours of uninterrupted service. A maximum of eight hours of work per day since the employee’s last hiring date is considered in the calculation of the number of hours worked;

(9) “week” means a period of seven consecutive days extending from midnight at the beginning of a given day to midnight at the end of the seventh day. The employer must inform the parity committee in writing, within 15 days, of the day on which the week begins. That choice remains in force for the term set out in section 49, but may be modified on 60 days’ written notice by the employer to the parity committee;

(10) “uninterrupted service” means the uninterrupted period during which an employee is bound to the employer by a contract of employment, even if the performance of the 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 has not been renewed;

(11) “traffic control work” means the following tasks when carried out on a public highway as part of the work and temporary events described in Division 4.3 of Chapter 4 of the manual entitled “Tome V – Traffic Control Devices”:

(a) installing, operating, moving, dismantling, servicing and maintaining traffic control and traffic management equipment;

(b) installing, operating, moving, dismantling, servicing and maintaining retaining devices and other equipment used to protect road users or workers at work;

(c) driving a protection vehicle on which an impact attenuator is mounted;

(d) driving an accompanying work vehicle;

(e) maintenance and surveillance patrol;

(f) slowdown patrol;

(g) driving an escort vehicle; and

(h) the work of a traffic control person consisting in directing traffic on a public highway so as to stop, slow and control traffic, protecting road users and workers at

work by regulating the flow of traffic, giving directives and traffic control signals to road users and ensuring traffic fluidity.

The task of applying pavement markings that constitute traffic control devices is not considered to be traffic control work.

For the purposes of this Decree, the manual entitled “Tome V – Traffic Control Devices” means the standards determined and set out by the Minister of Transport under the second paragraph of section 289 of the Highway Safety Code.

### DIVISION III

#### SCOPE

**3.** This Decree applies to traffic control work performed in Québec.

**4.** This Decree does not apply to

(1) employees of the government of Canada or of Québec, a municipality, an intermunicipal board or a metropolitan community;

(2) members of a police force and special constables appointed under the Police Act (chapter P-13.1);

(3) employees employed exclusively by a professional employer within the meaning of the Act respecting labour relations, vocational training and workforce management in the construction industry (chapter R-20); or

(4) employees who perform traffic control work exclusively for the specific service or needs of their employer.

### CHAPTER II

#### WAGES AND WORK PERIOD

#### DIVISION I

##### WAGES

**5.** An employee is entitled to the following minimum hourly wage rate:

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**As of 24 February 2023**

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\$18.99

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A premium of \$0.50 per hour is granted to every employee who performs the work of a traffic control person.

A premium of \$0.25 per hour is granted to every employee for whom the employer or client of the employer requires a certificate from the Association paritaire pour la santé et la sécurité du travail du secteur de la construction.

**6.** No benefit having a monetary value is to be used in calculating the wage rate in force.

**7.** The employer may make a deduction from wages only if required by an Act, a regulation, a court order or a collective agreement, or under the Decree or a mandatory supplemental pension plan or is authorized to do so in a writing by the employee for a specific purpose mentioned in the writing.

The employee may at any time revoke that authorization, except if it pertains to membership in a group insurance plan or a supplemental pension plan. The employer is to remit the sums so withheld to their intended receiver.

**8.** The employer must send to the employee, together with the employee’s wages, a pay sheet containing sufficient information to enable the employee to verify the wage calculation. The pay sheet must include, in particular, the following information, as applicable:

(1) the name of the employer and the name of the employee;

(2) identification of the employee’s occupation;

(3) the date of payment and the corresponding work period;

(4) the wage rate and the number of hours paid at the prevailing rate and the number of hours of overtime paid or replaced by a leave with the applicable premium;

(5) the nature and amount of any premiums, indemnities or allowances that are being paid;

(6) the amount of gross wages, the nature and amount of deductions made and the amount of the net wages paid to the employee;

(7) annual leave accumulated and percentage of sick leave accumulated;

(8) the amount of the employer’s contribution to the group registered retirement savings plan during the period and the contribution accumulated during the calendar year;

(9) the amount of the employee's voluntary contribution to the group registered retirement savings plan withheld by the employer during the period and the contribution accumulated during the calendar year.

## **DIVISION II** **WORK PERIOD**

**9.** An employee is deemed to be at work

(1) while available to the employer at the place of work and required to wait for work to be assigned; and

(2) while travelling required by the employer, including the time spent travelling from one traffic control work site to another. Despite the foregoing, the time needed for an employee to travel to work before the workday begins and to return from work after is not part of the workday, except when the employee

(a) must travel from his or her usual place of residence to the meeting place designated by the employer or to a traffic control work site and that site is situated outside a 40-kilometre radius from the office of the employer; or

(b) travels from the meeting place designated by the employer to the traffic control work site.

For the purposes of subparagraph 2 of the first paragraph, the time spent travelling is paid at the wage rate applicable to the employee on the basis of the nature of the work to be performed at the traffic control work site, excluding premiums.

**10.** An employee who reports to the place of work at the express request of the employer or in the regular course of employment and works fewer than four consecutive hours is entitled, on each occasion, to an indemnity equal to four hours of the employee's prevailing hourly wage, except if the premium for overtime hours gives the employee a higher amount.

**11.** For the purpose of calculating overtime, the workweek is 40 hours. Any work performed in addition to workweek hours entails a 50% increase in the employee's prevailing hourly wage, excluding premiums.

**12.** Hours worked in addition to regular workday hours entail a 50% increase in the employee's prevailing hourly wage, excluding premiums, if the overtime is required by the employer and exceeds the employee's regular workday hours by at least two hours.

**13.** For the purpose of calculating overtime, annual leave and statutory general holidays are counted as workdays.

## **CHAPTER III** **STATUTORY GENERAL HOLIDAYS, LEAVES** **AND ABSENCES**

### **DIVISION I** **STATUTORY GENERAL HOLIDAYS**

**14.** For the purposes of this Decree, the following are statutory general holidays: 1 January, Good Friday, the Monday preceding 25 May, 1 July, the first Monday in September, the second Monday in October, 11 November and 25 December.

If applicable, the statutory general holidays of 1 July and 11 November are moved to the dates provided for in the collective agreement that applies to the civil engineering and roads sector.

**15.** For each statutory general holiday, the employer must pay to the employee a statutory general holiday indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, but without calculating overtime hours.

**16.** An employee does not lose his or her weekly leave if it coincides with a statutory general holiday.

**17.** To benefit from a statutory general holiday, an employee must not have been absent from work, without the employer's authorization or without valid cause, on the working day preceding or following the holiday.

Despite the preceding paragraph, an employee who does not report to work on the day before or after a statutory general holiday because of sickness must produce a medical certificate to be entitled to the statutory general holiday indemnity.

**18.** The 24th of June is a statutory public holiday pursuant to the National Holiday Act (chapter F-1-1).

### **DIVISION II** **ANNUAL LEAVE**

**19.** An employee is entitled to an annual leave of the duration determined in the Act respecting labour standards (chapter N-1.1).

**20.** The annual leave indemnity is equal to 6% of the employee's gross wages earned during the reference year. The calculation of gross wages earned during the reference year includes the annual leave indemnity paid.

**21.** The reference year is a period of 12 consecutive months during which an employee progressively acquires entitlement to the annual leave.

For the purposes of this Division, the reference year to determine annual leave extends from 1 May of the preceding year to 30 April of the current year unless a collective agreement sets a different starting date for the period, which cannot be changed during the term of the Decree.

The employer must provide the parity committee with written notice of its choice before 24 April 2023.

**22.** The annual leave must be taken within 12 months following the end of the reference year. It cannot be deferred to the following year.

### DIVISION III SICK LEAVE

**23.** A regular employee accumulates as sick leave an amount equal to 2% of gross wages earned during the employee's reference year, including the statutory general holiday indemnity, but excluding premiums.

For the purposes of this Division, the reference period is from 1 June to 31 May.

Accumulation of the amount begins on the Sunday following acquisition by the employee of status as a regular employee.

**24.** A regular employee who is absent because of sickness receives a sick leave indemnity equivalent to the employee's wages for the number of hours scheduled for each day of absence, up to the employee's reserve accumulated in the preceding year. Two days of absence for a reason referred to in section 79.7 or section 79.1 of the Act respecting labour standards are taken out of the accumulated leave amount.

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

**25.** The sick leave indemnity is paid as of the first day of a regular employee's absence.

Before paying the indemnity, the employer may require a regular employee to provide proof of the reason for the absence or a medical certificate. A regular employee may, however, be absent for two sick days per year, at the employee's discretion, but not on the day before or after a statutory general holiday, without being required to provide the employer with a medical certificate.

An employee who is absent because of sickness on the day before or after a statutory general holiday must submit a medical certificate to be entitled to the sick leave indemnity.

**26.** The sick leave indemnity is not payable if it coincides with another day of leave provided for in the Decree.

**27.** On 1 June of each year, the employer is to establish the balance of the amount accumulated as sick leave in the preceding year for each regular employee and inform the employee of that amount not later than the following 1 July.

To be entitled to payment of the amount accumulated as sick leave, a regular employee must be in the employ of the employer on 1 June, except if there is a change in employer and the regular employee is hired on the same place of work by the new employer. The employer must pay the balance accumulated not later than the following 10 July.

### DIVISION IV FAMILY OR PARENTAL ABSENCES

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

For the purposes of the first paragraph, "relative" has the meaning assigned by section 79.6.1 of the Act respecting labour standards.

The leave may be divided into days. A day may also be divided subject to the employer's consent.

If warranted in particular owing to the duration of the absence, the employer may request that the employee provide a document attesting to the reasons for the absence.

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

Subject to section 24, the first two days taken annually are remunerated according to the calculation described in section 62 of the Act respecting labour standards, with the necessary adjustments in the case of division. The employee becomes entitled to such remuneration on being credited with three months of uninterrupted service, even

if the employee was absent previously. The right applies in the same manner to absences authorized for a reason referred to in section 79.1 of the Act respecting labour standards. Despite the foregoing, the employer is not required to remunerate more than two days of absence in the same year if the employee is absent from work for any of the reasons referred to in section 79.1 of the Act respecting labour standards.

**29.** An employee may be absent from work for five days without reduction of wages by reason of the death or the funeral of the employee's spouse or child or spouse's child. The employee may also be absent, without pay, for two more days on such occasion.

**30.** An employee may be absent from work for three days without reduction of wages by reason of the death or the funeral of the employee's father, mother, brother or sister, the father or mother of the employee's spouse or one of the employee's grandchildren. The employee may also be absent, without pay, for two more days on such occasion.

**31.** An employee may be absent from work for two days without reduction of wages by reason of the death or the funeral of one of the employee's grandparents or the brother or sister of the employee's spouse.

**32.** An employee may be absent from work for one day, without pay, by reason of the death or the funeral of a son-in-law or daughter-in-law.

**33.** The days of absence provided for in sections 29 to 32 must be taken during the period between the death and the funeral, except that if the number of days comprised between the two events is less than the number of days of absence to which the employee is entitled, the days of absence that could not be used may be taken immediately after the funeral.

The employee must advise the employer of the absence as soon as possible.

**34.** An employee may be absent from work for one day without reduction of wages on the day of his or her wedding or civil union. An employee may also be absent from work, without pay, on the day of the wedding or civil union of the employee's child, father, mother, brother or sister or of a child of the employee's spouse. The employee must advise the employer of the absence at least one week in advance.

**35.** An employee may be absent from work for five days by reason of the birth of the employee's child, the adoption of a child or if there is a termination of pregnancy in or after the twentieth week of pregnancy.

The first two days of absence are remunerated. The employee must advise the employer of the absence as soon as possible.

The leave may be divided into days at the request of the employee. It may not be taken more than 30 days after the child arrives at the residence of its father or mother or after the termination of pregnancy.

**36.** The provisions relating to maternity, paternity, parental or adoption leave provided for in the Act respecting labour standards apply to the employee.

**37.** The days of absence provided for in this Division are remunerated provided the employee usually works on those days, but they are not remunerated if they coincide with a statutory general holiday, annual leave or another day of leave provided for in the Decree.

#### CHAPTER IV MISCELLANEOUS INDEMNITIES AND ALLOWANCES

**38.** An employee is entitled to a 30-minute meal period with pay for each work period of five consecutive hours per day. If the employee is unable to take advantage of the meal period, the employer pays an indemnity corresponding to 30 minutes of wages. Remuneration for meal periods does not operate to create overtime.

**39.** The employer pays an employee an amount of \$0.10 per regular hour worked, for the purchase of safety footwear.

**40.** The employer must provide an employee, free of charge, with all personal protection equipment, other than safety footwear, required under the Act respecting occupational health and safety (chapter S-2.1) or the Highway Safety Code, or provided for in the manual entitled "Tome V – Traffic Control Devices".

**41.** An employee who uses his or her personal vehicle at the request of the employer is entitled to an indemnity of \$0.50 per kilometre travelled if the employee satisfies the criteria in subparagraph 2 of the first paragraph of section 9.

An employee is also entitled to that indemnity if the employer requests that the employee travel with his or her personal vehicle to a site situated outside a 40-kilometre radius from the office of the employer. In that case, the indemnity is calculated from the employee's usual place of residence.

**42.** The employer advances, to an employee who must travel in the performance of duties, a reasonable amount to cover overnight costs and, as applicable, the following amounts for meals, including tips and taxes:

	<b>Breakfast</b>	<b>Lunch</b>	<b>Supper</b>
<b>2023</b>	\$9.11	\$13.64	\$17.05

**43.** After 15 hours of continuous work, including travel time remunerated by the employer, an employee receives the amount of the meal indemnity for supper provided for in section 42, unless the employer provides the meal.

**44.** An employee who is summoned to act as a juror or to appear as a witness before a court in a case where the employee is not one of the parties must inform the employer as soon as the summons is received.

In such circumstances, the employer pays to the employee, for each day of absence, an amount equal to the difference between 1/20 of the wages earned during the four weeks of pay preceding the trial, but excluding overtime and the indemnities or allowances that were paid to the employee as a juror or witness.

To benefit from that amount, the employee must apply for the indemnities and allowances to which the employee is entitled under the law and provide proof.

#### **CHAPTER V** **GROUP REGISTERED RETIREMENT** **SAVINGS PLAN**

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

**46.** The employer's mandatory contribution to the group RRSP is \$0.10 per hour paid to a regular employee.

**47.** The employer must remit to the parity committee, not later than the fifteenth day of each month, its contribution to the group RRSP for the preceding month, as well as any voluntary employee contributions.

**48.** Sections 45 to 47 do not apply to employees who have reached 71 years of age or to employees who do not meet the Fonds de solidarité FTQ membership criteria. However, the mandatory contribution payable under section 46 must be paid to those employees as a benefit.

#### **CHAPTER VI** **FINAL**

**49.** The Decree remains in force until 24 February 2025. It is then renewed automatically from year to year, unless one of the contracting parties opposes the renewal by sending written notice to the Minister of Labour and to the other contracting parties during the month of June of the year 2024 or during the month of June of any subsequent year.

**50.** This Decree comes into force on 24 February 2023.

105964

Gouvernement du Québec

#### **O.C. 1530-2022, 10 August 2022**

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 is to 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 6.1 of the Act respecting collective agreement decrees, sections 4 to 6 of the Act apply to an application for amendment;

WHEREAS, in accordance with the first paragraph of section 4 of the Act, the contracting parties addressed an application for amendment to the Minister of Labour, Employment and Social Solidarity;

WHEREAS, under the first paragraph of section 6 of the Act, at the expiry of the time specified in the notice provided for in section 5 of the Act, the Minister may recommend that the Government issue a decree ordering the extension of the agreement, with such changes as are deemed expedient;