

chapter D-2, r. 5

**Decree respecting solid waste removal in the Montréal region**

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

*Preamble revoked.*

R.R.Q., 1981, c. D-2, r. 29; O.C. 1479-88, s. 1; O.C. 180-90, s. 1; O.C. 1282-2002, s. 1; O.C. 489-2007, s. 1; O.C. 404-2013, s. 1; O.C. 833-2014, s. 1.

**TABLE OF CONTENTS**

<b>DIVISION 0.00</b>	
CONTRACTING PARTIES.....	<b>0.01</b>
<b>DIVISION 1.00</b>	
INTERPRETATION.....	<b>1.01</b>
<b>DIVISION 2.00</b>	
JURISDICTION.....	<b>2.01</b>
<b>DIVISION 3.00</b>	
HOURS OF WORK.....	<b>3.01</b>
<b>DIVISION 4.00</b>	
OVERTIME HOURS.....	<b>4.01</b>
<b>DIVISION 5.00</b>	
MINIMUM WAGE.....	<b>5.01</b>
<b>DIVISION 6.00</b>	
WAGE SCALE.....	<b>6.01</b>
<b>DIVISION 7.00</b>	
SOCIAL SECURITY.....	<b>7.01</b>
<b>DIVISION 8.00</b>	
HOLIDAYS.....	<b>8.01</b>
<b>DIVISION 9.00</b>	
ANNUAL VACATION.....	<b>9.01</b>
<b>DIVISION 10.00</b>	
MISCELLANEOUS LEAVES.....	<b>10.01</b>
<b>DIVISION 11.00</b>	
OTHER LABOUR STANDARDS.....	<b>11.01</b>
<b>DIVISION 12.00</b>	
ADVANCE NOTICE AND WORK CERTIFICATE.....	<b>12.01</b>

**DIVISION 13.00**

TERM..... **13.01**

**SCHEDULE I**

## DIVISION 0.00

### CONTRACTING PARTIES

O.C. 833-2014, s. 2.

**0.01.** The contracting parties to this Decree are the following:

(1) for the employer party:

(a) Réseau environnement inc.;

(b) Association des transporteurs de déchets solides “ATDS”;

(2) for the union party:

(a) Teamsters Québec, local 106;

(b) TUAC, local 501.

O.C. 833-2014, s. 2.

## DIVISION 1.00

### INTERPRETATION

**1.01.** In this Decree, unless the context indicates otherwise, the following expressions mean:

(1) “helper” : employee who participates in the removal, transportation or unloading of solid waste;

(2) “solid waste” : any waste product solid at 20 °C from industrial, commercial or agricultural activities, detritus, incineration and demolition residue, domestic garbage, rubbish, rubble and other trash solid at 20 °C; any product mentioned above that is collected for the purposes of recovery or recycling is also included.

Automobile bodies, soils and sands soaked with hydrocarbons, pesticides, explosive or spontaneously flammable products, pathological waste, manure, mining residues and radioactive waste, muds and solid residues from pulp and paper mills or from sawmills are excluded;

(3) “class A employee” : employee who has completed 500 hours of work with the employer;

(4) “class B employee” : employee who has not completed 500 hours of work with the employer;

(5) *(paragraph revoked)*;

(6) “unloading” : disposing of waste in a landfill site, a dry materials disposal site, a transfer station, an incinerator, or any other disposal site; this operation includes the treatment or valorization of recyclable materials where such operation is performed by the employees who are assigned to the removal or transportation of solid waste;

(7) “commercial division” : division where the work not included in the municipal division is carried out;

(8) “municipal division” : division where the work is performed under an agreement entered into between an employer and a municipality;

(9) “driver, side-loading truck” : employee whose tasks consist in driving a side-loading vehicle and collecting, without a helper, solid waste;

(10) “removal” : collection, transportation and unloading of solid waste;

(11) “spouse” : means either of 2 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;

(c) are of opposite sex or the same sex and have been living together in a *de facto* union for 1 year or more;

(11.1) “relative” : the employee’s spouse, the child, father, mother, brother, sister and grandparents of the employee or the employee’s spouse as well as those persons’ spouses, their children, and their children’s spouses. The following are also considered to be an employee’s relative for the purposes of this Decree:

(a) a person having acted, or acting, as a foster family for the employee or the employee’s spouse;

(b) a child for whom the employee or the employee’s spouse has acted, or is acting, as a foster family;

(c) a tutor or curator of the employee or the employee’s spouse or a person under the tutorship or curatorship of the employee or the employee’s spouse;

(d) an incapable person having designated the employee or the employee’s spouse as mandatary;

(e) any other person in respect of whom the employee is entitled to benefits under an Act for the assistance and care the employee provides owing to the person’s state of health;

(12) “continuous service” : means an uninterrupted period during which the 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 a period during which fixed term contracts succeed one another without an interruption that would, in the circumstances, give cause to conclude that the contract was not renewed.

R.R.Q., 1981, c. D-2, r. 29, s. 1.01; O.C. 2220-82, s. 1; O.C. 2278-84, s. 1; O.C. 1479-88, s. 2; O.C. 990-95, s. 2; O.C. 736-2005, s. 1; O.C. 761-2015, s. 1; O.C. 597-2018, s. 1; O.C. 288-2021, s. 1.

## DIVISION 2.00

### JURISDICTION

**2.01. Territorial jurisdiction:** This Decree applies to the territory of the municipalities listed in Schedule I and included in administrative regions 06, 13, 14, 15 and 16 established by Décret concernant la révision des limites des régions administratives du Québec (chapter D-11, r. 1).

R.R.Q., 1981, c. D-2, r. 29, s. 2.01; O.C. 2278-84, s. 2; O.C. 990-95, s. 3.

**2.02. Industrial jurisdiction:** This Decree applies to the collection, transport or unloading of solid waste for others.

R.R.Q., 1981, c. D-2, r. 29, s. 2.02.

**2.03. Exceptions:** This Decree does not apply:

(a) to the employee of a municipality that carries out the collection, transport or unloading of solid waste for the tax payers of the municipality;

(b) to the employee whose employment does not appear in the wage schedule in Division 6.00;

(c) to the enterprise that has the collection, transport or unloading of its solid waste carried out by its own employees.

R.R.Q., 1981, c. D-2, r. 29, s. 2.03.

## **DIVISION 3.00**

### **HOURS OF WORK**

**3.01.** The standard workweek is 40 hours scheduled over not more than 6 days, from Monday through Saturday.

R.R.Q., 1981, c. D-2, r. 29, s. 3.01; O.C. 1293-99, s. 2; O.C. 736-2005, s. 2.

**3.02.** The standard workday shall not exceed 12 hours.

R.R.Q., 1981, c. D-2, r. 29, s. 3.02.

**3.03.** The employee may take half an hour off without pay to take his meal as soon as he has performed 5 hours of work.

The meal period is paid when the employee is not authorized to leave his work position.

R.R.Q., 1981, c. D-2, r. 29, s. 3.03.

**3.04.** The employer grants to the employee a 10-minute rest period with pay each day of work.

R.R.Q., 1981, c. D-2, r. 29, s. 3.04.

## **DIVISION 4.00**

### **OVERTIME HOURS**

**4.01.** Hours worked over and above the hours included in the standard workday or workweek or in excess of 12 hours during one of the holidays listed in section 8.02, are paid at time and one half the employee's hourly wage.

R.R.Q., 1981, c. D-2, r. 29, s. 4.01.

**4.02.** Hours worked on Sundays are paid double the employee's hourly wage.

R.R.Q., 1981, c. D-2, r. 29, s. 4.02.

**4.03.** For the purpose of overtime calculation, the annual vacation and the general holidays with pay shall be given the same status as workdays.

O.C. 2278-84, s. 3.

## **DIVISION 5.00**

### **MINIMUM WAGE**

**5.01.** The employee is paid from the time he reports to work upon his employer's request. Time spent waiting or travelling included between the beginning or the end of the workday is considered as a part of the day.

The employee is also remunerated during the entire trial or training period required by the employer.

R.R.Q., 1981, c. D-2, r. 29, s. 5.01; O.C. 736-2005, s. 3.

**5.02.** An employee who is on stand-by at home at his employer’s request receives a minimum indemnity equal to 4.5 times his hourly wage.

R.R.Q., 1981, c. D-2, r. 29, s. 5.02; O.C. 990-95, s. 4.

**5.03.** The employee who reports to work at the beginning of his standard workday receives at least a wage equal to 4.5 times his hourly wage, except in the following cases:

(a) when there is no work for a reason beyond the employer’s control;

(b) when the employee was notified not to report to work at least 1 hour before the beginning of his workday.

R.R.Q., 1981, c. D-2, r. 29, s. 5.03.

**5.04.** The employee called to work during one of the holidays listed in section 8.02 receives a wage at least equal to 4.5 times his hourly wage.

R.R.Q., 1981, c. D-2, r. 29, s. 5.04.

**5.05.** An employee called to work on Sundays receives a wage at least equal to 4.5 times the increased hourly wage increased in accordance with section 4.02 that he receives during 1 standard workday, except where he completes his standard workday on Saturday.

R.R.Q., 1981, c. D-2, r. 29, s. 5.05; O.C. 1293-99, s. 3.

**DIVISION 6.00**

**WAGE SCALE**

**6.01.** The minimum hourly wage is the following:

Class of employment	As of 2018 05 23	As of 2019 05 23	As of 2020 05 23	As of 2021 05 23
1. Class A employee:				
(A) driver:				
i. self-loading truck:	\$22.00	\$22.40	\$22.80	\$23.30
ii. side-loading truck:	\$22.89	\$23.29	\$23.69	\$24.19
iii. other vehicle:	\$21.79	\$22.19	\$22.59	\$23.09
B) helper:	\$21.47	\$21.87	\$22.27	\$22.77
2. Class B employee:				
(A) truck driver any category:	\$21.21	\$21.61	\$22.01	\$22.51
(B) helper:	\$20.93	\$21.33	\$21.73	\$22.23.

R.R.Q., 1981, c. D-2, r. 29, s. 6.01; O.C. 2220-82, s. 2; O.C. 2278-84, s. 4; O.C. 1479-88, s. 3; O.C. 180-90, s. 2; O.C. 618-90, s. 2; O.C. 990-95, s. 5; O.C. 1293-99, s. 4; O.C. 800-2003, s. 1; O.C. 489-2007, s. 2; O.C. 320-2010, s. 1; O.C. 404-2013, s. 2; O.C. 597-2018, s. 2.

**6.02.** Wages are paid in cash at every pay period by bank transfer, in cash or by cheque in a sealed envelope and, in all cases, the following particulars appear on the envelope, on the cheque stub or on a separate earnings statement:

- (1) the employer's name;
- (2) the employee's name;
- (3) the employee's number;
- (4) the employee's classification;
- (5) the date of payment and the corresponding work period;
- (6) the number of hours paid at the regular rate;
- (7) the number of overtime hours paid or compensated for by a holiday, with the applicable increase;
- (8) the nature and amount of the premiums, indemnities or allowances paid;
- (9) the wage rate;
- (10) the amount of the gross wages;
- (11) the nature and amount of the deductions made;
- (12) the amount of the net wages paid to the employee.

R.R.Q., 1981, c. D-2, r. 29, s. 6.02; O.C. 990-95, s. 6.

**6.03.** A class A employee working for a commercial division, whose standard workday begins between 1 : 00 p.m. and 3 :00 a.m. the next day, receives \$0.20 per hour as a premium. Such a premium does not apply when the increase for overtime hours is applied.

R.R.Q., 1981, c. D-2, r. 29, s. 6.03; O.C. 2278-84, s. 5; O.C. 1293-99, s. 5; O.C. 597-2018, s. 3.

**6.04.** The employee who, on a workday, performs tasks remunerated at different rates, receives, for the day, the wage applicable to the task which is best remunerated.

O.C. 990-95, s. 7.

## **DIVISION 7.00**

### **SOCIAL SECURITY**

**7.01.** This Division applies to the class A employee only.

R.R.Q., 1981, c. D-2, r. 29, s. 7.01; O.C. 597-2018, s. 3.

**7.02.** A monthly premium is payable jointly by the employer and the employee to the Comité paritaire des boueurs de la région de Montréal in accordance with the group insurance plan adopted by the contracting parties and administered by the committee.

The amount payable by the employer for each insurable employee under the plan is \$56.68 per month and the amount payable by each insurable employee is the difference between the monthly premium payable to the insurer and the monthly amount payable by the employer, up to a maximum of \$56.68 per month.

Beyond that amount, any increase in the monthly premium is shared equally between the employer and the employee. However, the monthly premium payable jointly by the parties may not exceed \$150.

The amount payable by the employee may vary according to the insurance coverage chosen by the employee. The employer deducts the amount payable from the wages of each insurable employee.

R.R.Q., 1981, c. D-2, r. 29, s. 7.02; O.C. 2316-82, s. 1; O.C. 1479-88, s. 4; O.C. 618-90, s. 3; O.C. 990-95, s. 8; O.C. 1293-99, s. 6; O.C. 761-2015, s. 2.

**7.03.** The employer and the employee do not have to pay the premium for each 30-day period included in the employee's period of invalidity, up to a maximum period of one year.

R.R.Q., 1981, c. D-2, r. 29, s. 7.03; O.C. 761-2015, s. 3.

**7.04.** Any medical examination requested by the employer is complied with by all employees and the employer pays for such examination.

R.R.Q., 1981, c. D-2, r. 29, s. 7.04.

**7.05.** When the employer schedules for the medical examination provided for in section 7.04 a time included during the standard working hours of an employee, he is paid for the time involved at his regular rate of pay.

R.R.Q., 1981, c. D-2, r. 29, s. 7.05.

**7.06.** The insurance contract is submitted to the Autorité des marchés financiers for approval and it is subject to his supervision.

R.R.Q., 1981, c. D-2, r. 29, s. 7.06; O.C. 1124-87, s. 56.

**7.07.** This Division does not apply to the employer whose employees governed by this Decree benefit from a social security plan with provisions that are as advantageous for the employees.

R.R.Q., 1981, c. D-2, r. 29, s. 7.07; O.C. 800-2003, s. 2.

**7.08.** The insurance of an employee terminates at the end of the month during which he terminates his employment. The employer and the employee pay to the Parity Committee the insurance premium for the month during which the employee terminates his employment.

R.R.Q., 1981, c. D-2, r. 29, s. 7.08; O.C. 761-2015, s. 4.

## **DIVISION 8.00**

### **HOLIDAYS**

**8.01.** The 24th of June is a general holiday with pay, pursuant to the National Holiday Act (chapter F-1.1).

R.R.Q., 1981, c. D-2, r. 29, s. 8.01; O.C. 990-95, s. 9.

**8.02.** The class A employee is entitled to the following paid general holidays: 1 and 2 January, Good Friday or Easter Monday, at the option of the employer, the Monday preceding 25 May, 1 July, Labour Day, Thanksgiving, 25 and 26 December.

The class B employee is entitled to the following paid general holidays: 1 and 2 January, Good Friday or Easter Monday, at the option of the employer, 1 July, Thanksgiving, 25 and 26 December.

R.R.Q., 1981, c. D-2, r. 29, s. 8.02; O.C. 2278-84, s. 6; O.C. 1479-88, s. 5; O.C. 990-95, s. 10; O.C. 736-2005, s. 4; O.C. 597-2018, s. 4.



**8.03.** The employer may carry over the celebration of 2 January, Good Friday or 26 December to another day, if he fulfills the prior conditions of notifying in writing the Parity Committee and posting a copy of such notice for 3 working days during the week preceding the holiday to be carried over.

R.R.Q., 1981, c. D-2, r. 29, s. 8.03.

**8.04.** The holiday pay is payable to the employee who worked on the holiday, at his employer's request. It is also payable to the employee who worked on the workday preceding and following the holiday and on the collection day, doubled because of the holiday.

R.R.Q., 1981, c. D-2, r. 29, s. 8.04; O.C. 990-95, s. 11; O.C. 1293-99, s. 7.

**8.05.** The indemnity paid to the class A employee for a paid general holiday is equal to 9 times his regular hourly rate or to 8 times the hourly rate of this employee if the holiday falls on a Sunday.

For the class B employee, the employer must pay an indemnity equal to 1/20 of the wages earned during the 4 complete weeks of pay preceding the week of the holiday, excluding overtime hours.

To benefit from a paid 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 on the working day following the holiday.

R.R.Q., 1981, c. D-2, r. 29, s. 8.05; O.C. 2278-84, s. 7; O.C. 1479-88, s. 6; O.C. 990-95, s. 12; O.C. 1293-99, s. 8; O.C. 736-2005, s. 5; O.C. 597-2018, s. 4.

**8.06.** When a holiday falls during an employee's annual vacation, he receives the holiday pay in addition to his annual vacation pay. He may then take an extra day of vacation.

R.R.Q., 1981, c. D-2, r. 29, s. 8.06.

**8.07.** The class A employee does not have to work after 9 :30 p.m. on Christmas eve and New Year's eve.

R.R.Q., 1981, c. D-2, r. 29, s. 8.07; O.C. 597-2018, s. 5.

## DIVISION 9.00

### ANNUAL VACATION

**9.01.** The qualifying period extends from 1 January to 31 December of the preceding year.

R.R.Q., 1981, c. D-2, r. 29, s. 9.01.

**9.02.** The employee who, on 1 January, has less than 1 year of continuous service with his employer, is entitled to 1 day of vacation with pay per month of continuous service but the vacation cannot exceed 2 weeks. The vacation pay is 4% of the employee's earnings during the qualifying period.

R.R.Q., 1981, c. D-2, r. 29, s. 9.02.

**9.03.** The employee who, on 1 January, has 1 year of continuous service with his employer, is entitled to 2 continuous weeks of vacation pay equal to 4% of the employee's earnings during the qualifying period.

R.R.Q., 1981, c. D-2, r. 29, s. 9.03; O.C. 736-2005, s. 6.

**9.03.1.** The employee referred to in section 9.03 is also entitled, where the employee so requests, to an additional annual leave without pay equal to the number of days required to increase his annual leave to 3 weeks.

Such additional leave need not follow immediately a leave under section 9.03 and it may not be divided, or be replaced by a compensatory indemnity.

O.C. 288-2021, s. 2.

**9.04.** The employee who, on 1 January, has 3 years of continuous service with his employer, is entitled to 3 continuous weeks of vacation with pay. The vacation pay is equal to 6% of the employee's earnings during the qualifying period.

R.R.Q., 1981, c. D-2, r. 29, s. 9.04; O.C. 736-2005, s. 7; O.C. 597-2018, s. 5; O.C. 288-2021, s. 3.

**9.05.** *(Implicitly revoked).*

R.R.Q., 1981, c. D-2, r. 29, s. 9.05.

**9.06.** When the employment of an employee terminates, he receives the annual vacation pay acquired before the preceding 1 January, if not taken, plus the pay owing to him for the period elapsed since the said date.

R.R.Q., 1981, c. D-2, r. 29, s. 9.06.

**9.07.** The employee receives his vacation pay before he leaves on vacation.

R.R.Q., 1981, c. D-2, r. 29, s. 9.07.

**9.08.** *(Implicitly revoked).*

O.C. 2278-84, s. 8.

**9.09.** A class A employee who, on 1 January, has 14 years of continuous service with his employer, is entitled to 4 weeks of vacation with pay. The vacation pay is equal to 8% of the employee's earnings during the qualifying period.

O.C. 2278-84, s. 8; O.C. 597-2018, s. 5.

## **DIVISION 10.00**

### **MISCELLANEOUS LEAVES**

**10.01.** A class A employee is entitled to a paid leave of 3 days, including the day of the funeral, on the occasion of the death of his spouse, father, mother, child or the child of his spouse, brother or sister, or the father or mother of his spouse. He may also be absent for 2 additional days on such occasion, but without pay.

R.R.Q., 1981, c. D-2, r. 29, s. 10.01; O.C. 990-95, s. 13; O.C. 736-2005, s. 8; O.C. 597-2018, s. 5; O.C. 288-2021, s. 4.

**10.02.** A class A employee is entitled to a leave of 1 day with pay on the occasion of the death or funeral of a brother or sister of his consort.

R.R.Q., 1981, c. D-2, r. 29, s. 10.02; O.C. 990-95, s. 13; O.C. 597-2018, s. 5.

**10.03.** An employee mentioned in sections 10.01 and 10.02 receives 9 times his hourly wage for each day of leave if that day is a workday for him.

R.R.Q., 1981, c. D-2, r. 29, s. 10.03; O.C. 990-95, s. 13; O.C. 1293-99, s. 9.

**10.04.** *(Revoked).*

R.R.Q., 1981, c. D-2, r. 29, s. 10.04; O.C. 990-95, s. 13; O.C. 736-2005, s. 9; O.C. 597-2018, s. 5; O.C. 288-2021, s. 5.

**10.05.** A class B employee is entitled to a leave of 2 days with pay on the occasion of the death or funeral of his consort, child or consort's child, or of his father, mother, brother or sister. He may also be absent for 3 additional days on such occasion, but without pay.

R.R.Q., 1981, c. D-2, r. 29, s. 10.05; O.C. 990-95, s. 13; O.C. 736-2005, s. 10; O.C. 597-2018, s. 6; O.C. 288-2021, s. 6.

**10.06.** A class B employee may be absent from work for 1 day, without pay, on the occasion of the death or funeral of the father, mother, brother or sister of his consort.

O.C. 990-95, s. 13; O.C. 597-2018, s. 6.

**10.07.** An employee may be absent from work for 1 day, without pay, on the occasion of the death or funeral of a son-in-law or daughter-in-law, or of one of his grandparents or grandchildren.

O.C. 990-95, s. 13.

**10.08.** In the cases mentioned in sections 10.01, 10.02, 10.04, 10.05, 10.06 and 10.07, the employee shall notify the employer of his absence as soon as possible.

O.C. 990-95, s. 13.

**10.09.** The employee may be absent from work for 1 day without reduction of wages, on the day of his wedding or civil union.

An employee may also be absent from work, without pay, on the wedding day or civil union of 1 of his children, of his father, mother, brother or sister, or of his consort's child.

The employee shall notify his employer of his intention to be absent from work at least 1 week in advance.

O.C. 990-95, s. 13; O.C. 736-2005, s. 11.

**10.10.** The employee may be absent from work for 5 days on the occasion of the birth of his child, the adoption of a child or the termination of pregnancy in or after the twentieth week of pregnancy. The first 2 days of absence are paid.

That leave may be taken as separate days at the employee's request and may not be taken later than 15 days after the child arrives at the residence of his father or mother or if such is the case, the termination of pregnancy.

The employee shall notify his employer of his absence as soon as possible.

O.C. 990-95, s. 13; O.C. 736-2005, s. 12; O.C. 288-2021, s. 7.

**10.11.** The paid leaves provided for in this Division shall be paid to an employee who was supposed to work, according to his regular schedule, subject to the Act respecting labour standards (chapter N-1.1).

O.C. 990-95, s. 13.

**10.12.** An employee may be absent from work for 10 days per year to fulfil obligations relating to the custody, 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 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 are remunerated according to the calculation formula described in the first paragraph of section 8.05, with respect to class A employees, and according to the calculation formula described in the second paragraph of section 8.05, with respect to class B employees, with any adjustments required in the case of division. The employee becomes entitled to such remuneration on being credited with 3 months of uninterrupted service, even if the employee was absent previously.

O.C. 288-2021, s. 8.

**10.13.** The right provided for in the fifth paragraph of section 10.12 applies in the same manner to absences authorized according to section 79.1 of the Act respecting labour standards (chapter N-1.1). Despite the foregoing, the employer is not required to pay more than 2 days of absence in the same year where the employee is absent for any of the reasons provided for in section 79.1 of the Act respecting labour standards or section 10.12.

O.C. 288-2021, s. 8.

## **DIVISION 11.00**

### **OTHER LABOUR STANDARDS**

**11.01.** When an employer obliges an employee to wear a uniform, he may not deduct any minimum amount from the wages of this employee for the purchase, use or cleaning of the uniform.

R.R.Q., 1981, c. D-2, r. 29, s. 11.01.

**11.02.** The employer shall supply the employee who so requests any documents respecting labour standards received from the Commission des normes, de l'équité, de la santé et de la sécurité du travail instituted under section 4 of the Act respecting labour standards (chapter N-1.1).

R.R.Q., 1981, c. D-2, r. 29, s. 11.02.

## **DIVISION 12.00**

### **ADVANCE NOTICE AND WORK CERTIFICATE**

**12.01.** Except in the case of a contract with a specific duration, an employee who has at least 3 months of continuous service with the same employer is entitled to a written advance notice before he is dismissed or laid off for at least 6 months. Similarly, an employee who has at least 3 months of continuous service with the same employer shall give a written advance notice to his employer if he wants to quit his employment.

The advance notice provided for in the first paragraph consists of 1 week if the employee has less than 1 year of continuous service, 2 weeks if he has from 1 to 5 years of continuous service, 4 weeks if he has from 5 to 10 years of continuous service, and 8 weeks if he has 10 years or more of continuous service.

The notice does not apply to an employee:

- (1) whose contract for a given period or a given firm has expired;
- (2) who has committed a serious offence;

(3) whose contract was terminated or who was laid off because of a fortuitous event.

R.R.Q., 1981, c. D-2, r. 29, s. 12.01; O.C. 2278-84, s. 9; O.C. 990-95, s. 14.

**12.02.** An employer who does not give the notice prescribed by section 12.01 or who gives a notice of an insufficient length of time shall pay the employee a compensation equal to his regular wage, excluding overtime, for a period equal to that of the advance notice or the remaining period covered by the notice to which he was entitled.

The compensation shall be paid at the time the employment is terminated or at the time the employee is laid off for a period expected to last more than 6 months, or at the end of a period of 6 months for a layoff of indeterminate duration or a layoff expected to last less than 6 months but which exceeds that period.

O.C. 2278-84, s. 9; O.C. 990-95, s. 15.

**12.03.** At the expiry of the work contract, the employee may require from his employer a work certificate stating only the nature and duration of his employment, the dates when he took up and gave up his post as well as the employer's name and address. This certificate shall not mention the employee's behaviour or the quality of his work.

O.C. 2278-84, s. 9; O.C. 1479-88, s. 7.

## **DIVISION 13.00**

### **TERM**

**13.01.** This Decree remains in force until 1 May 2021. Thereafter, it is automatically renewed from year to year unless one of the contracting parties opposes the renewal by sending written notice to that effect to the Minister of Labour and to the other contracting parties during November of the year 2020 or during November of any subsequent year.

O.C. 2278-84, s. 9; O.C. 1479-88, s. 8; O.C. 618-90, s. 4; O.C. 990-95, s. 16; O.C. 1531-96, s. 1; O.C. 1293-99, s. 10; O.C. 489-2007; O.C. 597-2018, s. 7.

## **SCHEDULE I**

(s. 2.01)

### **REGION 06 — MONTRÉAL**

#### **Hors municipalité régionale de comté**

Baie-d'Urfé, Beaconsfield, Côte-Saint-Luc, Dollard-Des Ormeaux, Dorval, Hampstead, Kirkland, L'Île-Dorval, Montréal, Montréal-Est, Montréal-Ouest, Mont-Royal, Pointe-Claire, Sainte-Anne-de-Bellevue, Senneville et Westmount.

### **RÉGION 13 — LAVAL**

#### **Municipalité régionale de comté de Laval**

Laval.

### **RÉGION 14 — LANAUDIÈRE**

#### **Municipalité régionale de comté de D'Autray**

Berthierville, Lanoraie, Lavaltrie, La Visitation-de-L'Île-Dupas, Mandeville, Saint-Barthélémy, Saint-Cléophas-de-Brandon, Saint-Cuthbert, Saint-Didace, Sainte-Élisabeth, Sainte-Geneviève-de-Berthier, Saint-Gabriel, Saint-Gabriel-de-Brandon, Saint-Ignace-de-Loyola, Saint-Norbert.

#### **Municipalité régionale de comté de Joliette**

Crabtree, Joliette, Notre-Dame-de-Lourdes, Notre-Dame-des-Prairies, Saint-Ambroise-de-Kildare, Saint-Charles-Borromée, Sainte-Mélanie, Saint-Paul, Saint-Pierre, Saint-Thomas.

#### **Municipalité régionale de comté de L'Assomption**

Charlemagne, L'Assomption, ville et paroisse de L'Épiphanie, Repentigny, Saint-Sulpice.

#### **Municipalité régionale de comté des Moulins**

Mascouche et Terrebonne.

#### **Municipalité régionale de comté de Matawinie**

Chertsey, Rawdon, Saint-Alphonse-Rodriguez, Saint-Côme, Saint-Damien, Sainte-Béatrix, Sainte-Émélie-de-l'Énergie, Sainte-Marcelline-de-Kildare, Saint-Félix-de-Valois, Saint-Jean-de-Matha, Saint-Michel-des-Saints, Saint-Zénon.

#### **Municipalité régionale de comté de Montcalm**

Paroisse et village de Saint-Alexis, Saint-Calixte, Sainte-Julienne, Sainte-Marie-Salomé, Saint-Esprit, Saint-Jacques, Saint-Liguori, Saint-Lin-Laurentides, Saint-Roch-de-L'Achigan, Saint-Roch-Ouest.

### **RÉGION 15 — LAURENTIDES**

#### **Municipalité régionale de comté d'Argenteuil**

Brownsburg-Chatham, Gore, Grenville, Grenville-sur-la-Rouge, Lachute, Mille-Isles, Saint-André-d'Argenteuil, Wentworth.

#### **Municipalité régionale de comté des Deux-Montagnes**

Deux-Montagnes, Oka, Pointe-Calumet, Sainte-Marthe-sur-le-Lac, Saint-Eustache, Saint-Joseph-du-Lac, Saint Placide.

**Municipalité régionale de comté de La Rivière-du-Nord**

Prévost, Saint-Colomban, Sainte-Sophie, Saint-Hippolyte, Saint-Jérôme.

**Municipalité régionale de comté des Laurentides**

Brébeuf, Sainte-Agathe-des-Monts, Val-David, Val-des-Lacs, Val-Morin.

**Municipalité régionale de comté des Pays-d'en-Haut**

Estérel, Morin-Heights, Piedmont, Saint-Adolphe-d'Howard, Sainte-Adèle, Sainte-Anne-des-Lacs, Sainte-Marguerite-du-Lac-Masson, Saint-Sauveur, Wentworth-Nord.

**Municipalité régionale de comté de Matawinie**

Entrelacs.

**Municipalité régionale de comté de Mirabel**

Mirabel.

**Municipalité régionale de comté de Thérèse-De Blainville**

Blainville, Boisbriand, Bois-des-Filion, Lorraine, Rosemère, Sainte-Anne-des-Plaines, Sainte-Thérèse.

RÉGION 16 — MONTÉRÉGIE

**Hors municipalité régionale de comté**

Boucherville, Brossard, Longueuil, Saint-Bruno-de-Montarville, Saint-Lambert

**Municipalité régionale de comté d'Acton**

Acton Vale, Sainte-Christine, Saint-Nazaire-d'Acton, Saint-Théodore-d'Acton, Upton.

**Municipalité régionale de comté de Beauharnois-Salaberry**

Beauharnois, Sainte-Martine, Saint-Étienne-de-Beauharnois, Saint-Louis-de-Gonzague, Saint-Stanislas-de-Kostka, Saint-Urbain-Premier, Salaberry-de-Valleyfield.

**Municipalité régionale de comté de La Vallée-du-Richelieu**

Beloil, Carignan, Chambly, McMasterville, Mont-Saint-Hilaire, Otterburn Park, Saint-Antoine-sur-Richelieu, Saint-Basile-le-Grand, Saint-Charles-sur-Richelieu, Saint-Denis-sur-Richelieu, Saint-Jean-Baptiste, Saint-Marc-sur-Richelieu, Saint-Mathieu-de-Beloil.

**Municipalité régionale de comté de Lajemmerais**

Calixa-Lavallée, Contrecoeur, Saint-Amable, Sainte-Julie, Varennes, Verchères.

**Municipalité régionale de comté du Bas-Richelieu**

Massueville, Saint-Aimé, Saint-David, Sainte-Anne-de-Sorel, Sainte-Victoire-de-Sorel, Saint-Gérard-Majella, Saint-Joseph-de-Sorel, Saint-Ours, Saint-Robert, Saint-Rock-de-Richelieu, Sorel-Tracy, Yamaska.

### **Municipalité régionale de comté du Haut-Richelieu**

Henryville, Lacolle, Mont-Saint-Grégoire, Noyan, Saint-Alexandre, Saint-Blaise-sur-Richelieu, Sainte-Anne-de-Sabrevois, Sainte-Brigide-d'Iberville, Saint-Georges-de-Clarenceville, Saint-Jean-sur-Richelieu, Saint-Paul-de-l'Île-aux-Noix, Saint-Sébastien, Saint-Valentin, Venise-en-Québec.

### **Municipalité régionale de comté du Haut-Saint-Laurent**

Dundee, Elgin, Franklin, Godmanchester, Havelock, Hinchinbrook, Howick, Huntingdon, Ormstown, Saint-Anicet, Saint-Chrysostome, Sainte-Barbe, Très-Saint-Sacrement.

### **Municipalité régionale de comté des Jardins-de-Napierville**

Village et canton de Hemmingford, Napierville, Saint-Bernard-de-Lacolle, Saint-Cyprien-de-Napierville, Sainte-Clotilde-de-Châteauguay, Saint-Édouard, Saint-Jacques-le-Mineur, Saint-Michel, Saint-Patrice-de-Sherrington, Saint-Rémi.

### **Municipalité régionale de comté des Maskoutains**

La Présentation, Saint-Barnabé-Sud, Saint-Bernard-de-Michaudville, Saint-Damase, Saint-Dominique, Sainte-Hélène-de-Bagot, Sainte-Madeleine, Sainte-Marie-Madeleine, Saint-Hugues, Saint-Hyacinthe, Saint-Jude, Saint-Liboire, Saint-Louis, Saint-Marcel-de-Richelieu, Saint-Pie, Saint-Simon.

### **Municipalité régionale de comté de Roussillon**

Candiac, Châteauguay, Delson, La Prairie, Léry, Mercier, Saint-Constant, Sainte-Catherine, Saint-Isidore, Saint-Mathieu, Saint-Philippe.

### **Municipalité régionale de comté de Rouville**

Marieville, Richelieu, Rougemont, Sainte-Angèle-de-Monnoir, Saint-Mathias-sur-Richelieu.

### **Municipalité régionale de comté de Vaudreuil-Soulanges**

Coteau-du-Lac, Les Coteaux, Hudson, Les Cèdres, L'Île-Cadieux, L'Île-Perrot, Notre-Dame-de-L'Île-Perrot, Pincourt, Pointe-des-Cascades, Pointe-Fortune, Rigaud, Rivière-Beaudette, Saint-Clet, Sainte-Justine-de-Newton, Sainte-Marthe, Saint-Lazare, Saint-Polycarpe, Saint-Télesphore, Saint-Zotique, Terrasse-Vaudreuil, Très-Saint-Rédempteur, Vaudreuil-Dorion, Vaudreuil-sur-le-Lac.

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O.C. 2278-84, s. 9; O.C. 990-95, s. 17.

#### UPDATES

R.R.Q., 1981, c. D-2, r. 29

O.C. 2220-82, 1982 G.O. 2, 3226

O.C. 2316-82, 1982 G.O. 2, 3282

O.C. 2278-84, 1984 G.O. 2, 3642

O.C. 1124-87, 1987 G.O. 2, 3139

O.C. 1479-88, 1988 G.O. 2, 3576

O.C. 180-90, 1990 G.O. 2, 549

O.C. 618-90, 1990 G.O. 2, 1400

O.C. 990-95, 1995 G.O. 2, 2184

O.C. 1531-96, 1996 G.O. 2, 5363

O.C. 757-98, 1998 G.O. 2, 2216

O.C. 1293-99, 1999 G.O. 2, 4481

O.C. 1282-2002, 2002 G.O. 2, 5844

O.C. 800-2003, 2003 G.O. 2, 2236

O.C. 736-2005, 2005 G.O. 2, 3444



O.C. 489-2007, 2007 G.O. 2, 1601  
O.C. 320-2010, 2010 G.O. 2, 867  
O.C. 404-2013, 2013 G.O. 2, 1004  
O.C. 833-2014, 2014 G.O. 2, 2330  
O.C. 761-2015, 2015 G.O. 2, 2057  
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O.C. 597-2018, 2018 G.O. 2, 2131  
O.C. 288-2021, 2021 G.O. 2, 1175

