

# Revised Regulations of Québec 1981

VOLUME

4

C-61, r. 1  
to  
D-2, r. 52

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# REVISED REGULATIONS OF QUÉBEC

## VOLUME 4

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c. C-61, r.1

## **Regulation respecting wildlife conservation assistants**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 6)

**1.** In this Regulation, the following terms mean :

“wildlife conservation assistant” : a person appointed pursuant to section 6 of the Wild-life Conservation Act ;

“Act” : the Wild-life Conservation Act (R.S.Q., c. C-61) ;

“department” : the Ministère du Loisir, de la Chasse et de la Pêche ;

“regulations” : regulations made under the Act.

**2.** In order to participate in the selection of candidates for appointment as wildlife conservation assistant, a person must :

(1) complete an application for a position as “wildlife conservation assistant” as described in Schedule 1 ;

(2) fulfill the conditions provided for in subparagraphs *a*, *b* and *c* of the first paragraph of section 3 of the Police Act (R.S.Q., c. P-13).

**3.** A wildlife conservation assistant is chosen at an interview by a jury composed of 2 representatives of the Service régional de la conservation de la faune and 1 representative of an association or an organization involved in wildlife resource management.

**4.** The interview session referred to in section 3 is based on :

(1) the candidate’s understanding of the objectives of the Act and the regulations under the Act ;

(2) the candidate’s knowledge of and interest in wildlife and his experience in a natural environment.

**5.** A person who is refused a position as a wildlife conservation assistant by the jury referred to in section 3 may, by applying in writing to the head of the Service régional de la conservation de la faune, obtain a review of the decision made by the jury.

The head of the Service régional de la conservation de la faune then forms a new jury composed of 2 other members

of the Service de la conservation de la faune and one other representative of an association involved in wildlife resource management, and grants the candidate another interview.

**6.** Wildlife conservation assistants may be appointed for a period not exceeding 5 years.

**7.** The appointment of a wildlife conservation assistant is certified by the issuance of an identification card bearing his name and issued by the civil servant authorized by the Minister of Recreation, Fish and Game.

**8.** A wildlife conservation assistant may be removed, if, upon investigation, he is shown to have a reprehensible attitude toward the performance of his duties, such as :

(1) illegal exercise of his responsibilities ;

(2) misconduct ;

(3) incompetence ;

(4) fraud ;

(5) serious negligence in the performance of his duties ;

(6) refusal to comply with this Regulation.

**9.** A wildlife conservation assistant retains his position unless :

(1) he has not acted in this capacity for a period of one year ; or

(2) his period of appointment has ended ; or

(3) he has been removed.

**10.** A wildlife conservation assistant may, without a warrant, search a vehicle, boat or aircraft if he has reasonable grounds to believe that it contains any animal, fish or fur held contrary to the Act or the regulations.

**11.** A wildlife conservation assistant may seize, without a warrant, any animal, fish or fur respecting which he has reasonable grounds to believe that an infringement of the Act or regulations has been committed. He hands over the seized objects to a wildlife conservation officer who has custody thereof in accordance with sections 13 and 14 of the Act.



**12.** As soon as a wildlife conservation assistant is aware of an infringement of the Act or regulations, he must draw up a report of the incident and send it to a wildlife conservation officer.

**13.** A wildlife conservation assistant has jurisdiction only in the territory to which he is assigned.

**14.** Where required by an association involved in wildlife resource management, there must be 2 wildlife conservation auxiliaries in the territory designated.

**15.** Despite section 14, in addition to the number prescribed, there may be :

(1) 1 wildlife conservation assistant per 100 square kilometres of territory ; or

(2) 1 wildlife conservation assistant per reception station ; or

(3) 1 wildlife conservation assistant per 5 kilometres of river frequented by salmon.

**16.** A wildlife conservation assistant must, when working, carry his identification card and wear an identification badge bearing the inscription "wildlife conservation assistant" issued by a civil servant authorized by the Minister.

**17.** A wildlife conservation assistant must, in the territory in which he is assigned, use for his vehicle only the following forms of identification issued by an authorized civil servant :

(1) detachable identification badges bearing the inscription "wildlife conservation assistant" affixed to the doors of the vehicle ;

(2) a sign indicating "wildlife conservation assistant" displayed inside the vehicle.

**18.** The forms of identification prescribed in sections 16 and 17 must be handed over immediately by the holder to the head of the Service régional de la conservation de la faune in the cases described in paragraphs 1, 2 and 3 of section 9.

**19.** A wildlife conservation assistant must take a 16 hours training course and pass a qualification examination related thereto.

**20.** A wildlife conservation assistant who fulfills the requirements of section 19 must, for the duration of his office, take an 8 hour annual refresher course.

**SCHEDULE 1**

(s. 2)

**APPLICATION FOR A POSITION AS  
WILDLIFE CONSERVATION ASSISTANT**

Surname : .....	For the territory : .....
Given name : .....	.....
Date of birth : .....	.....
.....	.....
Address : .....	Association or organization involved in wildlife resource management in this territory : .....
.....	.....
Postal Code : .....	.....
.....	.....
Telephone : .....	.....
State briefly your reasons for wishing to assume this responsibility : ..... ..... .....	
..... Signature of candidate :	Date : .....



c. C-61, r.2

## Regulation respecting the leasing of fishing rights

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 56)

**1.** The Minister of Recreation, Fish and Game may lease exclusive fishing rights in the territories that are described in Schedule 1.

**2.** The annual rent shall be determined according to the Regulation respecting the cost of outfitter's licences and annual rent for the lease of exclusive hunting and fishing rights (c. C-61, r.13).

### SCHEDULE 1

(s. 1)

#### TERRITORIES CONTEMPLATED BY THIS REGULATION

1. A territory of  $11\frac{1}{4}$  square miles, more or less, situated in the townships of Rocheblave and Papineau, counties of Labelle and Papineau, which may be described as follows :

“Commencing at a point on the southwest corner of the township of Rocheblave ; thence northerly 1 mile ; thence, easterly,  $4\frac{1}{2}$  miles ; thence, southerly,  $2\frac{1}{2}$  miles ; thence westerly,  $4\frac{1}{2}$  miles ; thence, northerly,  $1\frac{1}{2}$  miles to the point of commencement.”

2. A territory of 5 square miles, more or less, situated in the townships of Gamelin and Tellier, county of Joliette, which may be described as follows :

“Commencing at a point on the dividing line of the townships of Gamelin and Tellier,  $2\frac{1}{4}$  miles south of its intersection with the western corner of the township of Gamelin ; thence, north  $45^\circ$  east  $1\frac{3}{4}$  miles ; thence, south  $45^\circ$  east, 2 miles ; thence, south  $45^\circ$  west  $2\frac{1}{2}$  miles ; thence, north  $45^\circ$  west, 2 miles ; thence, northeasterly to the point of commencement.”

3. A territory of 4 square miles, more or less, situated in the township of Gamelin, county of Joliette, which may be described as follows :

“Commencing at a point in latitude  $46^\circ 30'$ , 1,7 miles east of longitude  $74^\circ 00'$  ; thence, south  $69^\circ$  east,  $1\frac{1}{2}$  miles ; thence, northerly, 0,8 miles ; thence, easterly, 0,6 miles ; thence, north  $45^\circ$  west, 2,6 miles ; thence, south  $45^\circ$  west 2

miles ; thence, south  $45^\circ$  east, 0,8 miles ; thence, south  $69^\circ$  east to the point of commencement.”

4. A territory of 2 square miles, more or less, situated in the township of Tracy, county of Joliette, which may be described as follows :

“Commencing at a point located at the discharge of Lac des Iles, 0,15 miles downstream from the said lake ; thence, south  $55^\circ$  west,  $\frac{1}{2}$  mile ; thence, westerly, 0,3 miles ; thence, north  $50^\circ$  west, 1,1 miles ; thence, north  $30^\circ$  west, 0,8 miles ; thence, north  $87^\circ$  east, 1 mile ; thence, south  $50^\circ$  east, 1,3 miles, thence, easterly,  $\frac{1}{2}$  mile ; thence, south  $55^\circ$  west to the point of commencement.”

5. A territory of  $\frac{1}{4}$  square mile, more or less, situated in the township of Tracy, county of Joliette, which may be described as follows :

“Commencing at a point in latitude  $46^\circ 25'$  at 0,1 miles west of its intersection with the westerly shore of Lac Midas ; thence, southerly, 0,3 miles ; thence, easterly 0,3 miles ; thence, northerly to the access road to Lac Midas ; thence, westerly 0,3 miles ; thence, southerly to the point of commencement.”



c. C-61, r.3

## Regulation respecting the hunter's certificate

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

**1.** To hold a hunter's certificate, a person who is a resident within the meaning of paragraph *q* of section 1 of the Wild-life Conservation Act (R.S.Q., c. C-61) must comply with the following conditions :

(a) complete the course offered by instructors of associations certified by the Ministère du Loisir, de la Chasse et de la Pêche ;

(b) successfully pass the examination ; and

(c) pay a sum of 3 \$ for the hunter's certificate, payable in the following manner :

i. for persons having successfully completed the firearms handling course before 9 May 1979 the said amount is payable to the Ministère du Loisir, de la Chasse et de la Pêche ;

ii. for persons having successfully completed the firearms handling course after 9 May 1979 the said amount is payable to the Fédération québécoise de la faune, 1,25 \$ of which covers the operating expenses of the firearms handling course.

**2.** The hunter's certificate consists of a plastic card.

**3.** Each hunter's certificate issued by the Ministère du Loisir, de la Chasse et de la Pêche must exhibit the following particulars :

(a) the given name and surname of the holder ;

(b) the social insurance number of the holder ;

(c) the date of birth of the holder ;

(d) the signature of the holder ;

(e) the number of the holder's certificate ; and

(f) the expiry date of the holder's certificate.

**4.** The hunter's certificate is valid up until the expiry date indicated on the certificate.

**5.** The holder of a hunter's certificate must :

(a) limit it to his personal use ; and

(b) produce it upon the request of any authorized personnel each time that the certificate is required as a condition for obtaining a hunting licence.

**6.** A certificate holder must advise the Ministère du Loisir, de la Chasse et de la Pêche of any change of address within 30 days of such change of address.

**7.** A holder who loses his hunter's certificate must, without delay, advise the Ministère du Loisir, de la Chasse et de la Pêche of such loss.

**8.** Any hunter's certificate that is lost, destroyed or rendered unusable may be replaced by the Ministère du Loisir, de la Chasse et de la Pêche provided that the request is submitted to it in writing.

**9.** A holder of the hunter's certificate must pay a sum of 2 \$ to replace his certificate.

**10.** A holder who is no longer a resident within the meaning of the Wild-life Conservation Act must, within a period of 3 months following the lapsed period referred to in paragraph *q* of section 1 of the Act, return his hunter's certificate to the Ministère du Loisir, de la Chasse et de la Pêche.

O.C. 1798-80, (1980) 112 G.O.II, 3495

O.C. 2026-80, (1980) 112 G.O.II, 3543

O.C. 2027-80, (1980) 112 G.O.II, 3545

O.C. 2028-80, (1980) 112 G.O.II, 3547



c. C-61, r.4

**Regulation respecting moose hunting in the wildlife sanctuaries of Chibougamau, Dunière, des Laurentides, La Vérendrye, Matane, Mastigouche, Portneuf, Saint-Maurice and Rouge-Matawin**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2, subpar. a, b and c)

**1. Definitions :** In this Regulation, the following words and expressions mean :

“leader of a party” : a hunter who holds a reservation for moose hunting in a wildlife sanctuary ;

“companion” : a hunter accompanying the leader of a party ;

“party” : a group of hunters one of whom is the leader of the party ;

“participant” : a resident who registers for the electronic draw for the purpose of becoming the leader of a party.

**2. Wildlife sanctuaries :** Moose hunting is authorized in the wildlife sanctuaries listed in Column A of Schedule I.

**3. Game limit :** A hunting party may kill only one moose, either male, female or young, and one wolf or one coyote. Each party may also kill one black bear except in the Dunière and Matane wildlife sanctuaries.

**4. Hunting season :** The hunting season in each wildlife sanctuary is indicated in Column B of Schedule I.

**5. Residents :** Only residents are authorized to hunt moose in the wildlife sanctuaries listed in Column A of Schedule I. A person may hunt moose only once in the same year.

**6. Spouse :** Hunters may be accompanied by their spouses. Spouses may hunt only if they hold a licence issued for that purpose.

**7. Number of hunters and parties :** For a wildlife sanctuary :

(1) the total number of hunters authorized to hunt is indicated in Column C of Schedule I ;

(2) the total number of hunting parties authorized to hunt is indicated in Column D ;

(3) the number of hunters in a party is indicated in Column E.

In the La Vérendrye and Matane wildlife sanctuaries the leader of a party may use the services of a guide, who counts as the third person in the party.

**8. Duration of hunting stay :** For each wildlife sanctuary the duration of the stay for a hunting party is indicated in Column F of Schedule I in numbers of days.

**9. Plan and fee :** The fee for one moose hunting party is established according to one of the two following plans :

(1) Plan A : includes right of access pass for hunting ;

(2) Plan B : includes right of access pass for hunting and lodging.

For each wildlife sanctuary, the plan in effect is indicated in Column G of Schedule I, and the fee is indicated in Column H. In wildlife sanctuaries where Plan B is in effect and where the maximum authorized capacity of a cabin permits, each hunter's spouse accompanying the party must pay a lodging fee of 12 \$ per day per person.

In the Mastigouche or Saint-Maurice wildlife sanctuary, if there is a cabin in the hunting sector in which the hunting party has been selected to hunt, they must rent the cabin at an additional rate of 12 \$ per day per hunter for the entire hunting stay. Each spouse is subject to the same rate. The amount must be paid at the reception station upon arrival.

**10. Licence and right of access pass :** For moose hunting in a wildlife sanctuary, every hunter must hold the appropriate moose hunting licence, and the leader of the party must hold a right of access pass for his party.

The right of access pass is valid only for the wildlife sanctuary, the holder and his companions, the hunting period and the hunting sector indicated on the pass.

**11. Motor vehicles :** In the sectors of the wildlife sanctuary where moose hunting is carried on, the following persons may use motor vehicles :

(1) a holder of a right of access pass, in the hunting sector indicated on the pass, and his companions ;

(2) employees working in the performance of their duties.

Vehicle travel in cases not provided for in the first paragraph is permitted only between 10 h and 15 h and between 19 h and 22 h.

**12. Biological study :** Every hunter who kills a moose or a black bear or both must have the carcass(es) inspected between 8 h and 20 h. Places are designated for this purpose in each wildlife sanctuary. Certain parts of the carcass(es) may be removed for study.

**13. Control :** At the end of his stay, each hunter must report to the reception station of the wildlife sanctuary where he is registered.

**14. Eligibility :** Only residents at least 18 years of age before 1 May of the current year are eligible for the electronic draw.

**15. Registration :** Every application to register for moose hunting in a wildlife sanctuary must be made on the registration form entitled "Moose Hunting in the Wildlife Sanctuaries of Québec". Only one duly completed application form per participant is accepted.

**16. Selection of leaders of parties, periods of stays, hunting sectors :** For a wildlife sanctuary, leaders of parties are selected by electronic draw, and that determines the hunting period and hunting sector for each leader of a party who is selected.

**17. Registration of a party :** For hunting, each hunting party must :

(1) be made up of the number of hunters prescribed in Column E of Schedule I for each wildlife sanctuary, and the leader of the party is responsible for the number in his group ;

(2) register and have its right of access pass validated at the wildlife sanctuary reception station between 8 h and 11 h of the first day of the hunting stay ; and

(3) if it has not notified the wildlife sanctuary of a delay, make way for another party to replace it one hour after the period prescribed in paragraph 2.

**18. Presence of leader of a party :** The leader of a party must remain with his party for the duration of the hunting stay.

**19. Withdrawal, waiting list, replacement of a party :** Withdrawal of the leader of the party entails forfeiture of the hunting stay for his party, which is replaced by another party.

The electronic draw prescribed in section 16 also selects, in order of priority, participants to make up a waiting list for each wildlife sanctuary.

In order to replace the leader of a party, participants on the waiting list are called, in order of priority, to act as leader of a party. A participant who has accepted to replace the leader of a party at the last minute is not necessarily obligated, nor are his companions, to register during the period stipulated in paragraph 2 of section 17.

**SCHEDULE I**

(ss. 2, 4, 5, 7, 8, 9 and 17)

**MOOSE HUNTING IN THE WILDLIFE  
SANCTUARIES OF QUÉBEC**

Wildlife sanctuary	Hunting season 1981	Number of hunters	Number of parties	Number in party	Duration of stay in days	Plan	Fee per hunting party
A	B	C	D	E	F	G	H
La Vérendrye	19 09 to 18 10	1 050	350	3	4	A	216 \$
Rouge-Matawin	18 09 to 03 10	240	80	3	4	A	216
Mastigouche	03 10 to 23 10	540	180	3	6	A	324
Saint-Maurice	19 09 to 08 10	180	60	3	5	A	270
Chibougamau	19 09 to 06 10	180	60	3	5	A	270
Portneuf	15 09 to 09 10	285	95	3	4	B	360
Des Laurentides	18 09 to 17 10	756	252	3	4	B	360
Matane	19 09 to 17 10	210	70	3	4	B	360
Dunière	20 09 to 18 10	120	40	3	5	A	270



c. C-61, r.5

## **Regulation respecting caribou hunting**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

- 1.** The residents of that part of the county of Duplessis situated east of the 63<sup>rd</sup> meridian may hunt caribou in that area from 15 December to 15 February of each year.
- 2.** It is permitted to kill 2 caribou per family.
- 3.** Persons who kill a caribou are required to make a report to the conservation officer.





c. C-61, r.6

**Regulation respecting caribou hunting in Zone 0-1 and in that part of the Far North Reserve comprised in Zones 0-3 and 0-4**

Wild-Life Conservation Act  
(R.S.Q., c. C-61)

**1.** The zones referred to in this Regulation are those described in the Regulation respecting hunting zones (c. C-61, r.41).

**2.** In order to obtain the caribou hunting license, in Zone 0-1, it is necessary to be a Québec resident.

**3.** In that part of the Far North Reserve comprised in Zones 0-3 and 0-4, only the persons who are the clients of an outfitter and Québec residents, holding the appropriate license, may hunt caribou therein.

However, Québec residents, in respect of Zone 0-3, include only those of Schefferville and of Fort Chimo and provided that they travel thereto by waterway or by land.

**4.** In that part of the Far North Reserve comprised in Zones 0-3 and 0-4, the holder of the appropriate license must also have a right of access issued by the Ministère du Loisir, de la Chasse et de la Pêche and delivered at the Schefferville and Fort Chimo control stations ; a facsimile of a right of access is given in Schedule 1.

**5.** In order to obtain one of the caribou hunting licenses, every Québec resident who does not intend to use the services of an outfitter must :

(a) in respect of Zone 0-1, apply to the Ministère du Loisir, de la Chasse et de la Pêche, 818 Laure Street, in Sept-Îles, G4R 1Y8 ;

(b) in respect of that part of the Far North Reserve comprised in Zones 0-3 and 0-4, submit a written application together with his complete hunter's certificate and a money order, in the amount of 18,50 \$, made to the order of the Minister of Finance, and addressed to the Ministère du Loisir, de la Chasse et de la Pêche, 14<sup>th</sup> Floor, 150 St. Cyrille Blvd. East, Québec. G1R 4Y2.

Priority will be given to applications according to their date of receipt.

**6.** No person may hunt at a place other than that indicated on the right of access.

**7.** Every hunter, upon completion of his stay in that part of the Far North Reserve comprised in Zones 0-3 and 0-4, must report at the Schefferville or Fort Chimo control stations.

**SCHEDULE 1**

(s. 4)



GOUVERNEMENT DU QUÉBEC  
MINISTÈRE DU LOISIR  
DE LA CHASSE ET DE LA PÊCHE

**DROIT D'ACCÈS  
RIGHT OF ACCESS**

**DROIT D'ACCÈS AUX ZONES 04 OU 03  
POUR FIN DE CHASSE AU CARIBOU**

**RIGHT OF ACCESS TO ZONES 04 OR 03  
TO HUNT CARIBOU**

NOM / NAME		Date d'entrée dans la zone Date of entry to zone	Jour Day	Mois Month	Année Year
ADRESSE / ADDRESS		Date de sortie prévue Planned date of exit	Jour Day	Mois Month	Année Year
NO CERTIFICAT DU CHASSEUR HUNTER'S CERTIFICATE NO.	NO PERMIS DE CHASSE HUNTING LICENSE NO.	Lieu de la chasse Site of hunt			
		MERCATOR			

TCP 188

**COPIE À REMETTRE AU POSTE DE CONTRÔLE / COPY TO BE SUBMITTED TO CONTROL STATION**

**(VOIR VERSO)  
(SEE REVERSE)**

**IMPORTANT**

**NE PAS OUBLIER DE REMETTRE CETTE AUTORISATION AU POSTE DE CONTRÔLE.**

**IL EST INTERDIT AUX CHASSEURS DE LA ZONE 03 ou 04 DE CHASSER À UN ENDROIT AUTRE QUE CELUI INDIQUÉ SUR CETTE AUTORISATION**

LE FEU EST UN BON SERVITEUR, MAIS UN MAUVAIS MAÎTRE.

MANIEZ TOUTE ARME À FEU COMME SI ELLE ÉTAIT CHARGÉE.

LE CHASSEUR CONSCIENCIEUX ABAT PROPREMENT SON GIBIER, ÉVITANT AINSI DE LE FAIRE SOUFFRIR INUTILEMENT.

ASSUREZ-VOUS QUE RIEN N'OBSTRUE LE CANON ET LE MÉCANISME DE VOTRE ARME.

DÉCHARGEZ TOUJOURS LES ARMES À FEU LORSQUE PERSONNE NE S'EN SERT.

**IMPORTANT**

**DO NOT FORGET TO SUBMIT THIS AUTORIZATION TO THE CONTROL STATION.**

**HUNTERS OF ZONE 03 or 04 ARE FORBIDDEN TO HUNT IN ANY AREA OTHER THAN THAT SPECIFIED IN THIS AUTORIZATION**

FIRE IS A HELPFUL SERVANT, BUT A DEVIOUS MASTER.

FIREARMS MUST ALWAYS BE HANDLED AS IF LOADED.

A CLEAN KILL IS THE MARK OF A HUMANE HUNTER. DO NOT ALLOW AN ANIMAL TO SUFFER NEEDLESSLY.

BE CERTAIN THAT THERE IS NO OBSTRUCTION BETWEEN GUNBARREL AND MECHANISM.

WHEN NOT IN USE, FIREARMS MUST ALWAYS BE UNLOADED.



c. C-61, r.7

## **Regulation respecting hare hunting**

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 82)

**1. Definition :** In this Regulation, the word “hare” means the northern hare, the artic hare and the white-tailed jack rabbit.

**2. Hunting seasons :** Subject to the regulations in force in parks and reserves with respect to hare hunting, it is prohibited to hunt hare except :

(a) in the parts of Zones A-4 and E situated west of Highways 347 and 158, from the third Saturday in September to the last day of February next ;

(b) in Zones 0-1, 0-3 and 0-4, from 25 August to 30 April next ;

(c) in Zone 0-2, from the 1 September to 30 April next ;

(d) in the other zones of Québec, from the third Saturday in September to the last day of February next.

**3. Bag limit :** In Zones A-4 and E, the daily bag limit is 5 hares ; such restriction does not apply in that part of Zone E situated north of the St. Lawrence River and east of Highways 347 and 158.



c. C-61, r.8

## Regulation respecting bird hunting

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 82, subpar. e, g, and j)

**1.** In this Regulation, unless the context indicates otherwise, the word “zone” means a portion of the territory described in the Regulation respecting hunting zones (c. C-61, r. 41).

**2.** Subject to the regulations in force in the parks and wildlife sanctuaries, it is forbidden to hunt any bird except the species prescribed in section 3 in the zones and during the time periods mentioned.

**3.** It is permitted to hunt :

(a) gray partridge, in all zones, from the third Saturday of September to 15 November ;

(b) ruffed grouse and sharptailed grouse :

i. in Zones 0-1, 0-3 and 0-4, from 25 August to 31 December ;

ii. in the other zones, from the third Saturday of September to 31 December ;

(c) spruce grouse :

i. in Zones 0-1, 0-3 and 0-4, from 25 August to the following 30 April ;

ii. in Zone 0-2, from 1 September to the following 30 April ;

iii. in the other zones, from the third Saturday of September to 31 December ;

(d) ptarmigan :

i. in Zones 0-1, 0-3 and 0-4, from 25 August to the following 30 April ;

ii. in Zone 0-2, from 1 September to the following 30 April ;

iii. in the other zones, from the third Saturday of September to the last day of the following February ;

(e) pheasant :

i. in Zones A-3 and A-4, from the third Saturday of September to 15 November ;

ii. in the other zones, throughout the year ;

(f) common crow, starling, house sparrow, redwinged blackbird, rusty blackbird, common grouse and crowbird, in all zones throughout the year.

**4.** Single day maximum bag-limits are :

(a) an aggregate of 5 birds from among the following species : ruffed grouse, sharptailed grouse, gray partridge and spruce grouse ;

(b) 10 ptarmigans.

**5.** Subject to the regulations in force in the parks and wildlife sanctuaries, it is permitted to have in one's possession a maximum of :

(a) an aggregate of 15 birds from among the following species : ruffed grouse, sharptailed grouse, gray partridge and spruce grouse ;

(b) 30 ptarmigans.

**6.** It is permitted to have in one's possession :

(a) gray partridge, from the opening date of the hunting season until 31 January ;

(b) ruffed grouse and sharptailed grouse, as well as spruce grouse killed elsewhere than in Zones 0-1, 0-2, 0-3 and 0-4, from the opening date of the hunting season until the last day of February ;

(c) one migratory bird, from the opening date of the hunting season until 31 March.



c. C-61, r.9

## **Regulation respecting hunting for species other than moose in the parc des Laurentides and in wildlife sanctuaries**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

Parks Act  
(R.S.Q., c. P-9)

**1.** In the parc des Laurentides or a wildlife sanctuary mentioned in Column I of Schedule A, hunting is permitted for the species of birds or mammals designated in Column II.

**2.** For a species or a group of species designated in Column II of Schedule A, the hunting seasons are established in Column III, the daily limits in Column IV and the possession limits for the duration of the stay, which apply only for overnight stays, in Column V.

**3.** A person who hunts the species of birds or mammals designated in Column II of Schedule A in the parc des Laurentides or a wildlife sanctuary mentioned in Column I must hold an access permit which costs 5 \$ a day for small game hunting, 8 \$ a day for Virginia deer and 10 \$ for the muskrat trapping season.

Despite the first paragraph, it is not necessary to hold an access permit to hunt migratory birds in the Plaisance Wildlife Sanctuary.

**4.** In the Anticosti Island Wildlife Sanctuary, hunting Virginia deer is permitted in accordance with the procedures for lodging mentioned in Column I of Schedule B and at the rates mentioned in Columns II and III.

The cost for hunting Virginia deer in the Anticosti Island Wildlife Sanctuary is established in accordance with one of the following 5 procedures for lodging :

- (a) lodging in a lodge with guide includes :
  - i. 5 days on the island, including 4 days hunting ;
  - ii. all meals and accommodation on the island ;
  - iii. limit of 2 deer per hunter ;

- iv. guide service (1 guide per 2 hunters) ;
- v. return air transport from Sept-Îles or Mont-Joli/Anticosti ;
- vi. land travel on the island ;
- vii. transport of game to Sept-Îles or Mont-Joli ;
- (b) lodging in a lodge without guide includes :
  - i. 5 days on the island, including 4 days hunting ;
  - ii. all meals and accommodation on the island ;
  - iii. limit of 2 deer per hunter ;
  - iv. return air transport from Sept-Îles or Mont-Joli/Anticosti ;
  - v. return transport from Port-Menier airport to the lodge or hunting territory, if necessary ;
  - vi. transport of game to Sept-Îles or Mont-Joli ;
  - (c) lodging in a cabin includes :
    - i. 5 days on the island, including 4 days hunting ;
    - ii. accommodation on the island ;
    - iii. limit of 2 deer per hunter ;
    - iv. return transport from Port-Menier airport to the cabin and hunting territory, if necessary ;
    - (d) lodging on a tent platform includes :
      - i. 5 days on the island including 4 days hunting ;
      - ii. accommodation on a tent platform ;
      - iii. stove and firewood ;
      - iv. limit of 2 deer per hunter ;
    - (e) bush camp in the Baie de l'Ours sector : limit of 2 deer per hunter.

**5.** In the Rimouski Wildlife Sanctuary, hunting with bow and arrow only is permitted during the deer hunting season described in paragraph c of Column III of Schedule A.

During the deer hunting season described in the first paragraph, hunting of males, females and young is permitted.

**6.** In the Anticosti Island Wildlife Sanctuary, only males having antlers 7 centimetres or more in length may be hunted from 7 August to 31 August during the deer

hunting season set out in paragraph *b* of Column III of Schedule A. From 1 September to 1 December, males, females and young may be hunted.

In the Anticosti Island Wildlife Sanctuary, males, females and young may be hunted during the deer hunting season set out in paragraph *a* of Column III of Schedule A.

# **SCHEDULE A**

(ss. 1, 2, 3, 5 and 6)

## **HUNTING SEASONS, LIMITS OF DAILY BAG AND POSSESSION FOR SPECIES OTHER THAN MOOSE IN QUÉBEC PARKS AND WILDLIFE SANCTUARIES**

<i>Park or wildlife sanctuary Column I</i>	<i>Species II</i>	<i>Hunting season III</i>	<i>Limit of daily bag IV</i>	<i>Limit of possession for stay V</i>
Papineau-Labelle	(a) ruffed grouse and spruce grouse	19 Sept. — 8 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	19 Sept. — 8 Nov.	5	10
Mastigouche	(a) ruffed grouse and spruce grouse	19 Sept. — 2 Oct. and 24 Oct. — 1 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	19 Sept. — 2 Oct. and 24 Oct. — 1 Nov.	5	10
Saint-Maurice	(a) ruffed grouse and spruce grouse	10 Oct. — 1 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	10 Oct. — 1 Nov.	5	10
Portneuf	(a) ruffed grouse and spruce grouse	10 Oct. — 1 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	10 Oct. — 1 Nov.	5	10
Rouge-Matawin	(a) ruffed grouse and spruce grouse	4 Oct. — 8 Nov.	5 in all	no staying
	(b) snowshoe rabbit	4 Oct. — 8 Nov.	5	no staying
Laurentides	(a) ruffed grouse and spruce grouse	19 Sept. — 4 Oct.	5 in all	no staying
	(b) snowshoe rabbit	19 Sept. — 4 Oct.	5	no staying
Rimouski	(a) ruffed grouse and spruce grouse	19 Sept. — 8 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	19 Sept. — 8 Nov.	5	10
	(c) deer*	8 Sept. — 18 Sept.	—	—
	(d) deer*	31 Oct. — 8 Nov.	—	—
Matane	(a) ruffed grouse and spruce grouse	18 Oct. — 8 Nov.	5 in all	10 in all
	(b) snowshoe rabbit	18 Oct. — 8 Nov.	5	10

\* During the year 2 deer may be killed in the Anticosti Sanctuary and 1 elsewhere in Québec.

<i>Park or wildlife sanctuary Column I</i>	<i>Species II</i>	<i>Hunting season III</i>	<i>Limit of daily bag IV</i>	<i>Limit of possession for stay V</i>
Cap-Chat	(a) deer*	31 Oct. — 15 Nov.	—	—
	(b) ruffed grouse and spruce grouse	19 Sept. — 14 Oct.	5 in all	no staying
	(c) snowshoe rabbit	19 Sept. — 14 Oct.	5	no staying
Chibougamau	(a) ruffed grouse and spruce grouse	7 Oct. — 1 Nov.	5 in all	no staying
	(b) snowshoe rabbit	7 Oct. — 1 Nov.	5	no staying
Port-Cartier/ Sept-Îles	(a) ruffed grouse and spruce grouse	2 Oct. — 1 Nov.	5 in all	no staying
	(b) snowshoe rabbit	2 Oct. — 1 Nov.	5	no staying
Anticosti	(a) deer* — Baie de l'Ours sector, Wickenden sector and Naticotec sector	1 Sept. — 31 Oct.	—	—
	(b) deer* — elsewhere ...	1 Sept. — 31 Oct.	—	—
	(c) ruffed grouse and spruce grouse	7 Aug. — 1 Dec.	—	—
	(d) snowshoe rabbit	19 Sept. — 31 Dec.	5 in all	10 in all
	(d) snowshoe rabbit	19 Sept. — 28 Feb.	5	10
Plaisance	(a) muskrat	1 March — 21 April	no restrictions	no staying
	(b) migratory birds	General hunting regulations for the zone apply.		no staying

\* During the year 2 deer may be killed in the Anticosti Sanctuary and 1 elsewhere in Québec.

## SCHEDULE B

(s. 4)

### ANTICOSTI ISLAND WILDLIFE SANCTUARY

<i>Stay Column I</i>	<i>Tariff (per resident hunter) II</i>	<i>Tariff (per non-resident hunter) III</i>
Stay in lodge with guide	1 000 \$	1 250 \$
Stay in lodge without guide	750 \$	950 \$
Stay in cabin	350 \$	440 \$
Stay in bush camp		
(Baie de l'Ours)	50 \$ / 5 days	
reserved for Québec residents	100 \$ / 10 days	
Stay in tent		
reserved for Québec residents		
Wickenden Lake	150 \$	
Naticotec Sector	100 \$	

O.C. 1465-80, (1980) 112 G.O.II, 2425, 2459

O.C. 314-81, (1981) 113 G.O.II, 849

O.C. 1031-81, (1981) 113 G.O.II, 1311, 1343



c. C-61, r.10

**Regulation respecting hunting by children  
under 16 years of age**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** Any child under 16 years of age shall, in order to hunt, carry a hunting permit and be accompanied by a responsible person of at least 21 years of age and also provided with his own hunting permit.





c. C-61, r.11

## Regulation respecting the fur trade

### Wild-life Conservation Act

(R.S.Q., c. C-61, ss. 35, 36 and 82, subpar. *a*, *h* and *n*)

**1.** A person must hold a licence described in Schedule A in order to sell the pelt or fur of a fur-bearing animal or to trade therein.

**2.** Licences described in Schedule A are valid from 1 July to 30 June of the following year.

**3.** The licence described in Schedule A, Column III of section 2, shall not apply to a person who buys pelts at public auctions for export.

**4.** A licence holder described in section 2 of Schedule A must :

(*a*) keep a register of purchases supplied by the Ministère du Loisir, de la Chasse et de la Pêche (Department) with the following entries :

- i. his licence number ;
- ii. the date of each purchase of pelts or furs taken from animals hunted in or outside Québec and the total number of pelts of each species ;
- iii. the trapper's surname, given names, address and social insurance number ;
- iv. the licence number of the Québec trader from whom he bought the pelts ;
- v. the exporter's surname, given names, address and number of his export licence issued by either a Canadian province or territory or by his country of origin ;

(*b*) keep a register of sales or shipments supplied by the Department with the following entries :

- i. the date of each sale or shipment of pelts or furs and the total number of pelts for each species ;
- ii. the consignee's surname, given names and address ;
- iii. the receipt number for each transaction referred to in paragraph *a* ;

(*c*) sign the register described in paragraph *a* and the vendor to do likewise ;

(*d*) transmit to the vendor a copy of each purchase made pursuant to paragraph *a* ;

(*e*) enter in the register described in paragraph *b* the total number of pelts of each species he has at the end of each month, and sign the register ;

(*f*) transmit to the Department, on or before the 10<sup>th</sup> of each month, the registers for the preceding month described in paragraphs *a* and *b*.

**5.** The licence holder described in sections 3 and 4 of Schedule A must :

(*a*) keep a register supplied by the Department with the following entries :

- i. the surname, given names and address of the shipper of fur pelts as well as the date of delivery ;
- ii. the total number of each kind of fur pelts received ;

(*b*) transmit to the Department, on or before the 10<sup>th</sup> of each month, the register for the previous month described in paragraph *a*.

## SCHEDULE A

Section	Licences	Costs of licences	
		Resident (II)	Non- resident (III)
	Column(1)		
1.	for a trader in dressed fur pelts	50 \$	—
2.	for a trader in raw or dressed fur pelts	200	400 \$
3.	for a fur pelt dresser	150	—
4.	for the selling of fur pelts at public auctions	500	—



c. C-61, r.12

## **Regulation respecting conditions and seasons for night racoon hunting**

Wild-life Conservation Act  
(R.S.Q., c. C-61, ss. 20 and 82)

**1.** The zones referred to in this Regulation are those described in the Regulation respecting hunting zones (c. C-61, r.41).

**2.** A night racoon hunter must be in possession of a small game hunting licence, valid for racoon as prescribed in the Regulation respecting hunting licences (c. C-61, r.24).

**3.** Night racoon hunting is permitted in Zones A-1, A-2, A-4 and E from the 4<sup>th</sup> Saturday in October to 15 December.

**4.** A night racoon hunter must have a hunting dog of one of the following breeds with him at all times :

Coon Hound (black and tan),  
Bluetick Hound,  
Red Bone Hound,  
Trig Hound,  
Fox Hound,  
Walker Hound,  
Plott Hound,  
Redstick Hound,  
Beagle Hound (Harrier),  
Blood-hound.

**5.** The hunting dog described in section 4 must wear a collar stating its breed, and on which is written the name, address, telephone number and social insurance number of the owner.

**6.** Night racoon hunting involves the training of hunting dogs of the breeds listed in section 4 without the use of fire-arms ; such training is authorized in Zones A-1, A-2, A-4 and E from 1 October to 15 December, provided that the rules prescribed in section 7 are complied with.

**7.** The hunter must, before 18 h inform the office of the Service de la conservation de la faune in the region where a

night racoon hunt has been authorized, of the date, place of hunt, participants, and the name and hunter's certificate number of the person in charge of the group.

**8.** Only a standard flashlight that takes type D batteries of not more than 7,5 volts is permitted.

**9.** Only a 22 calibre rim-fire cartridge rifle is permitted for night racoon hunting.

**10.** A night racoon hunter must wear a fluorescent orange-coloured garment, as prescribed by the Regulation respecting the wearing of a fluorescent orange-coloured garment when hunting (c. C-61, r.26).



c. C-61, r.13

## Regulation respecting the cost of outfitters' licences and annual rent for the lease of exclusive hunting and fishing rights

Wild-life Conservation Act  
(R.S.Q., c. C-61, ss. 56 and 82)

**1.** In this Regulation, the following words and expressions mean :

(a) "private club" : association, partnership or corporation incorporated for fishing or hunting purposes ; a private club may be constituted of only one natural person ;

(b) "rental for commercial and tourist purposes" : rental of outfitters ;

(c) "rental for recreational purposes" : rental of private clubs ;

(d) "active member" : a member declared as such by the association, partnership or corporation that rents exclusive hunting and fishing rights ;

(e) "pied-à-terre" : territory of the public domain of a surface area of 1 square mile to which leases of exclusive hunting and fishing rights are transferred ;

(f) "Québec resident" : every person who has resided in Québec for 12 consecutive months preceding his application for a licence or for a lease of exclusive hunting and fishing rights ;

(g) "non-resident, Canadian" : domiciled in Canada, outside of Québec ;

(h) "non-resident, alien" : domiciled outside Canada.

A corporation is deemed to be a resident of Québec where the majority of its members are Québec residents.

**2.** The costs of outfitters' licences is established as follows :

- (a) for Québec residents :
  - i. providing shelter ..... 35 \$
  - ii. not providing shelter ..... 10 \$
- (b) for non-residents ..... 400 \$

**3.** The rent for exclusive hunting rights for fur-bearing animals ..... 10 \$

**4.** The rent for a "pied-à-terre" north of the 52° parallel for hunting and fishing, per "pied-à-terre" is established as follows :

- (a) for Québec residents ..... 100 \$
- (b) for non-residents ..... 1 000 \$

**5.** The rent of exclusive hunting and fishing rights for commercial and tourist purposes on territories other than territories for fishing anadromous Atlantic salmon is established as follows :

<i>Outfitters</i>	<i>For hunting (per square mile)</i>	<i>For fishing (per square mile)</i>
Québec residents	10 \$	10 \$
Non-residents	20 \$	20 \$

**6.** The rent of exclusive hunting and fishing rights for recreational purposes on territories other than territories for fishing anadromous Atlantic salmon is established as follows :

(a) in the case of private clubs on which all the members are Québec residents :

<i>Surface area of the territory (square miles)</i>	<i>For hunting (per square mile)</i>	<i>For fishing (per square mile)</i>
10,1 to 25	20 \$	20 \$
25,1 to 50	40	40
50,1 to 75	60	60
75,1 to 100	70	70
100,1 to 125	80	80
125,1 to 150	90	90
150,1 and over	100	100

(b) in the case of private clubs of which the members are not all Québec residents, the tariffs established in paragraph *a* are weighted according to the place of residence of the members in using the following factors :

*Factor*

- i. for an active member who is a Québec resident . . . . . 1
- ii. for a non-resident member, Canadian . . . . 1,5
- iii. for a non-resident member, alien . . . . . 2,0
- (c) rent for a territory of 10 square miles and under :
  - i. for private clubs of which all the members are Québec residents : 200 \$ for hunting and 200 \$ for fishing ;
  - ii. for private clubs of which the members are not all Québec residents : 200 \$ for hunting and 200 \$ for fishing, weighted according to the place of residence of the members in using the factors established in paragraph b.

**7.** The rent of exclusive hunting and fishing rights for anadromous Atlantic salmon in salmon rivers is established by the following general formula :

$$\text{Rental} : K_t \times (L \times A) \times C + K_e \times (S \times W)$$

The first part of the formula expresses the intrinsic value of the territory, where :

- $K_t$  : the territory *constant* ;
- (L) : the *length* of rivers under lease, in miles ;
- (A) : the *accessibility* of the territory in accordance with a scale of 1 to 6 (1 for rivers not accessible by road to 6 for rivers along paved roads) ;
- (C) : the place of residence of members, calculated in terms of the residence of members in using the following factors :

*Factor*

- i. for an active member who is a Québec resident . . . . . 1
- ii. for a non-resident member, Canadian . . . . . 3
- iii. for a non-resident member, alien . . . . . 5

The second part of the formula expresses the quantitative and qualitative value of the resource, where :

$K_e$  is the operation of the resource constant ;

- (S) : *salmon* caught, that is the annual average of catches calculated over a period of 10 years ending in 1975, (expresses the quantitative value of the operation) ;
- (W) : *weight* of salmon, that is the average weight calculated over a period of 10 years ending in 1975, and for an average weight of 5 lbs. or under, the mark given is 1 and for each lb. over 5 lbs, the mark is increased by 0,1 (expresses the qualitative value of the resource).

(1) For fishing leases for recreational purposes on territories of the public domain, the rent is established by means of the general formula in which the constant  $K_t$  equals 10 and the constant  $K_e$  equals 25.

(2) For fishing leases for recreational purposes on territories of the public domain adjacent or surrounded by private property, that is the bed of the river, to which are attached fishing rights, the rent is established according to the general formula, but the factors (L) and (S) are adjusted in terms of the part of the river situated in a private territory and according to salmon catches in private territory.

(3) In the case of fishing leases for commercial and tourist purposes on territories of the public domain, the rent is established by means of the general formula in which the constant  $K_t$  equals 30 and the constant  $K_e$  equals 8.

**8.** Where the application of the general formula ( $\text{Rent} = K_t \times (L \times A) \times C + K_e \times (S \times W)$ ) entails an increase in the rent initially paid on 13 April 1977, the increase shall apply progressively by adding the increase in accordance with the following scale to the initial rent :

- 1977-78 : 50% of the increase resulting from the application of the general formula ;
- 1978-79 : 75% of the increase resulting from the application of the general formula ;
- 1979-80 : 100% of the increase resulting from the application of the general formula.



c. C-61, r.14

### **Regulation respecting duties to be paid for fur trade and the definition of the term “fur-bearing animal”**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar. *m* and *n*)

**1.** “Fur-bearing animal” includes all fur-bearing animals listed in this Regulation.

**2.** The duties to be paid by any person carrying on fur trade for each pelt or fur derived from an animal hunted in Québec shall be fixed, starting from 25 October 1980, as follows :

Weasel . . . . .	0,05 \$
Carcajou . . . . .	9,00
Beaver . . . . .	2,50
Coyotte . . . . .	3,50
Squirrel . . . . .	0,05
Wolf . . . . .	3,50
Seal . . . . .	1,25
Otter . . . . .	4,00
Canada Lynx . . . . .	12,00
Bobcat . . . . .	7,00
Marten . . . . .	1,25
Skunk . . . . .	0,10
Black bear . . . . .	3,50
Polar bear . . . . .	15,00
Pekan . . . . .	7,00
Muskrat . . . . .	0,25
Racoon . . . . .	1,50
Silver fox . . . . .	2,50
White fox . . . . .	2,50
Arctic fox . . . . .	2,50
Cross-breed fox . . . . .	5,00
Red fox . . . . .	3,50
Mink . . . . .	1,25

The duties fixed in this section do not apply to the pelt of an animal bred on a fur-bearing animal farm operated under a licence issued to this effect.



c. C-61, r.15

## **Regulation respecting the disposal of objects confiscated under the Wild-Life Conservation Act**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

### **DIVISION I IMMOVEABLES**

**1.** The Ministère du Loisir, de la Chasse et de la Pêche is authorized to dispose of the immoveables, confiscated under the Wild-life Conservation Act (R.S.Q., c. C-61) by sale to the former owners in a mutually agreed upon transaction, and such, for the consideration of the sum of 1 \$ or for any other amount which the Government shall determine.

### **DIVISION II MOVEABLE OBJECTS**

**2.** The Minister responsible for Recreation, Fish and Game is authorized :

(a) to destroy, upon confiscation, moveable objects in poor condition or whose use may be dangerous ;

(b) to distribute all confiscated moveable objects that are useful for the purposes of the Ministère du Loisir, de la Chasse et de la Pêche ;

(c) to entrust all other confiscated moveable objects not contemplated in the aforementioned provisions to the Service général des achats of the Ministère de l'Industrie, du Commerce et du Tourisme.



c. C-61, r.16

## Regulation respecting the keeping of animals in captivity

Wild-life Conservation Act  
(R.S.Q., c. C-61, ss. 40, 42 and 82)

**1.** Any person or organization whatsoever that keeps in captivity the animals contemplated in the Wild-life Conservation Act (R.S.Q., c. C-61), must obtain one of the following licences :

(a) Licence for a zoological garden : A licence limited to establishments administered by a zoological society incorporated under Part III of the Companies Act (R.S.Q., c. C-38). The cost of this licence is fixed at 100 \$.

(b) Licence for a breeding farm : A licence limited to establishments other than those mentioned in paragraph *a* for the purpose of breeding and raising one or more species of animals, with the exception of the following species : the bear, coyote, wolf, deer, moose and caribou. The cost of such licence is fixed at 50 \$ per year.

(c) Licence for deer in captivity : A licence limited to any person with the exception of the establishments mentioned in paragraphs *a* and *b* and which keep deer in captivity for recreational or scientific purposes. The cost of such licence is 5 \$ per animal per year.

(d) Licence for the keeping of animals in captivity for recreational purposes : A licence limited to any person who keeps one or more than one animal of one or more than one species and of which the number of animals is not more than 5 individuals, with the exception of the following species : the bear, coyote, wolf, deer, moose and caribou. The cost of the licence is fixed at 2 \$ per year.

**2.** The holder of the licence issued under section 1 must :

(a) file with the Minister of Recreation, Fish and Game, on or prior to 31 March each year, a report on the following operations :

- i. the number of each species or variety of those animals kept in this manner under the authority of a licence ;
- ii. the number of animals purchased, sold, received or given and the names and addresses of the person or persons in question, as well as the date of the transaction ;

iii. the number of animals born from those kept in this manner and their sex ;

iv. the number of animals kept in this manner which died or which were slaughtered during the year ;

(b) build any shelter, cage or enclosure in such a way as to insure a minimum of welfare for the animal or animals which are kept there in such a way as to protect the public from any possible attack on the part of the animal or animals ;

(c) ensure clean water and suitable food for the captive animal ;

(d) provide a veterinary's care to any animal which might require it at the licence holder's expense ;

(e) slaughter in a suitable manner any animal destined to be slaughtered ;

(f) provide access at any time to any officer of the Ministère du Loisir, de la Chasse et de la Pêche to visit the grounds and installations intended for the keeping of animals in captivity.



c. C-61, r.17

## **Regulation respecting the Québec Zoological Garden**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 44)

- 1.** It is prohibited to enter the Québec Zoological Garden with a dog or any other pet.
- 2.** No person shall attempt to touch the animals, put his hand in their cage or feed them other than with the food placed in automatic dispensers, where applicable, or to throw anything whatsoever in their cage or enclosure or to frighten the animals in any way whatsoever.
- 3.** It is prohibited to remove, break or damage the flowers, plants, bushes, trees, signs, benches or other property of the Garden.
- 4.** The wearing of a bathing suit or clothing which does not include a shirt or to be otherwise uncovered from the waist up, is prohibited.
- 5.** The fact of bringing, having in one's possession or drinking alcoholic beverages is an offence against this Regulation.
- 6.** Every person who, within Garden limits, is intoxicated, causes disturbances, insults or annoys the employees of the Government in the carrying out of their duties, or infringes any one of the sections of this Regulation will be expelled from the Garden without prejudice to any legal recourse, where applicable.
- 7.** It is prohibited to use a bicycle or snowmobile inside the Garden.
- 8.** The management of the Garden may allow visitors to travel with their motor vehicles in going about their business.
- 9.** In order to maintain cleanliness and good order, no waste, paper, bottle, can or other refuse shall be deposited other than in the containers and at the places designated for that purpose by the authorities of the Garden.

**10.** Sale in or traffic of any goods whatsoever is prohibited within the Garden limits except with the special permission of the authorities concerned.

**11.** All visitors are requested to comply with the orders they receive from the director or employees of the Garden.

**12. Penalties :** Every person who contravenes a provision of this Regulation is guilty of an offence, pursuant to section 78.1 of the Wild-life Conservation Act (R.S.Q., c. C-61), and is liable, in addition to the payment of the costs, to a fine of 50 \$ for each offence or to imprisonment for not more than 10 days or to both.





c. C-61, r.18

**Regulation respecting the seasonal  
maximum bag of moose, caribou, deer  
and black bear**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar. j)

**1.** During the same year, a hunter may kill :

- (a) 1 caribou ;
- (b) 2 deer in Zone L ;
- (c) 1 deer elsewhere than in Zone L ;
- (d) 1 black bear during the black bear hunting season  
from 1 May to 31 July ;
- (e) 1 black bear during the autumn black bear hunting  
season.

**2.** During the same year, a moose hunting licence held  
by two hunters permits them to kill one moose only.



c. C-61, r.19

## **Regulation respecting changes in the close seasons for hunting**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

**1.** The Minister of Recreation, Fish and Game is authorized to change the close seasons for hunting, where he considers it necessary in the interest of wildlife conservation :

(a) for any hunting zone or part of a hunting zone described in the Regulation respecting hunting zones (c. C-61, r.41) ; and

(b) for the following classes of animals :

i. “other species” : as defined in paragraph *b* of section 1 of the Regulation respecting hunting licences (c. C-61, r.24) ;

ii. “big game” : as defined in paragraph *a* of section 1 of the Regulation respecting hunting seasons for moose, deer, caribou, musk-ox, polar bear, black bear, bobcat, wolf, coyote, woodchuck, porcupine, racoon and fox (c. C-61, r.22) ;

iii. “small game” : as defined in paragraph *d* of section 1 of the Regulation respecting hunting licences (c. C-61, r.24) ;

iv. “fur-bearing animals” : as defined in section 1 of the Regulation respecting duties to be paid for fur trade and the definition of the term “fur-bearing animal” (c. C-61, r.14) ;

or for any animal belonging to one of these classes.

**2.** The Minister of Recreation, Fish and Game is authorized to permit, during the close season for hunting, the capture of animals or classes of animals as indicated in paragraph *b* of section 1 for scientific or educational purposes.



c. C-61, r.20

## **Regulation respecting polar bears**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** No polar bear skin originating in a province or territory outside Québec may be imported into and marketed in Québec, or transported in Québec, unless the official seal of Québec or Canadian territory of origin is attached thereto.

**2.** No polar bear skin originating in Québec may be transported or marketed in Québec, or exported from Québec, unless the official seal provided by the Minister of Recreation, Fish and Game is attached thereto.



c. C-61, r.21

## **Regulation respecting the payment of an indemnity to the holder of a hunting or fishing licence and of damages to third parties**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### **DIVISION I INTERPRETATION**

**1.** In this Regulation, unless the context indicates a different meaning, the following expressions and words mean :

(a) “accident” : any accident resulting directly from hunting or fishing, for recreational purposes, excluding fishing by skin diving, in Québec, and causing injuries or damages for which the payment of an indemnity or damages is provided in this Regulation ;

(b) “hunting or fishing for recreational purposes” : non-profit hunting or fishing activities by a licensee ;

(c) “licensee” : every person holding a hunting and fishing licence, for recreational purposes, whose name appears on this licence issued by the Minister or any person authorized by him and valid at the time of the accident ;

(d) “damages” : the amount of damages sustained as a result of an accident caused by third parties, up to the maximum amount provided by the Act or this Regulation ;

(e) “indemnity” : the maximum amount provided in this Regulation to indemnify a licensee in the case of death or injury caused by an accident ;

(f) “Act” : the Wild-life Conservation Act (R.S.Q., c. C-61) and its amendments ;

(g) “Minister” : the Minister of Justice.

### **DIVISION II INDEMNITIES TO A LICENSEE**

**2.** Indemnities awarded to a holder or his legal representatives for death or injuries sustained, are as follows in the case of :

(a) loss of life . . . . .	5 000 \$
(b) total and permanent disability . . . . .	5 000
(c) loss of two hands, two feet or two eyes . . . . .	5 000
(d) loss of one hand and one foot or one hand and one eye or one foot and one eye . . . . .	5 000
(e) loss of an arm above or at the elbow . . . . .	3 500
(f) loss of a leg above or at the knee . . . . .	3 500
(g) loss of one hand, one foot or one eye . . . . . . . . . .	2 500.

**3.** To be considered as a loss, the limbs mentioned in section 2 and the eye must meet the following conditions : in the case of hands and feet, these limbs must be completely severed at the wrist or ankle or above the wrist or the ankle ; in the case of arms and legs, these limbs must be completely severed from the elbow or the knee or above the elbow or the knee ; in the case of an eye, loss of sight must be complete and incurable.

**4.** In order to benefit from an indemnity, the licensee must not have been found guilty, under the terms of a statute or regulations concerning hunting and fishing, of an offense at the time of the accident.

**5.** In order to benefit from an indemnity in the case of total and permanent disability, the latter must occur during the 12 months following the date of the accident.

### **DIVISION III NOTICE — DELAYS — CLAIM FORMS — RELEVANT DOCUMENTS — MEDICAL EXAMINATION**

**6.** In order to be entitled to an indemnity, the claimant must give written notice to the Minister within 90 days of the accident. The notice must indicate the place, the date, the circumstances of the accident and the type of injuries.

**7.** Upon receipt of this notice, the Minister provides the claimant with a form shown as Schedule A.

This form must be duly completed and returned to the Minister forthwith all the relevant documents mentioned in the said form.

**8.** The Minister may also require that a claimant undergo one or several medical examinations by a physician appointed by him.

**9.** No suit or proceedings for recovery of an indemnity can be entered against the Minister, under the terms of the Act or this Regulation, before one year has elapsed from the date of the accident and providing the claimant has complied with all the provisions of the Act or of this Regulation.

**10.** In the case of the licensee's death, the indemnities provided in section 2 will be paid only upon presentation to the Minister of the certificates showing that succession duties have been paid.

#### **DIVISION IV**

#### **PAYMENT OF DAMAGES TO THIRD PARTIES**

**11.** In the case of an accident liable to cause a claim to be made against the licensee, the latter must notify the Minister forthwith. Failure to give such notice will result in the loss of all recourses for the claimant under the terms of the Act or this Regulation.

In the case where a licensee receives a claim or service of a civil suit for damages caused to third parties, he must give written notice to the Minister forthwith, using Form A attached to this Regulation.

This Form must be accompanied or followed by any other relevant document which the Minister may require in order to settle the claim or the suit.

From the time the licensee notifies the Minister, he must cooperate with him in order to facilitate the settlement of the claim.

**12.** In the case where the Government pays damages to property for which a licensee is, in the opinion of the Minister, or according to a court decision, responsible with regard to third parties as a result of an accident, an amount of 50 \$ is deducted from the sum to be paid.

**13.** Damages must not be paid for material damages caused by the licensee to property belonging to a third party, when its safeguard and control are entrusted to him at the time of the accident.

**SCHEDULE A**  
( ss. 7 and 11)

**FORM A**

Ministère de la Justice  
Service central des réclamations  
Government Buildings  
Québec 4

**HUNTING AND FISHING ACCIDENT**

Claim number: \_\_\_\_\_

Name of licensee: \_\_\_\_\_ Age: \_\_\_\_\_  
Address: \_\_\_\_\_  
Licence No.: \_\_\_\_\_ Hunting \_\_\_\_\_ Fishing \_\_\_\_\_  
Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Accident	Date: _____	Place: _____
	Time: _____	

Description of the accident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Injury or damages to a third party	Name: _____ Age: _____
	Address: _____ Tel.: _____
	Type of damages or injuries: _____
	Employer: _____ Occupation: _____
Accident witnesses	Name: _____ Telephone: _____
	Address: _____
	Name: _____ Telephone: _____
	Address: _____

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

**IMPORTANT: SEE OVER**

**N.B.** — This certificate must be completed in all cases of claim for indemnity

**CERTIFICATE FROM ATTENDING PHYSICIAN**  
(to be procured at the claimant's expense)

Name of patient \_\_\_\_\_

Type of injuries \_\_\_\_\_

Mention complications if any \_\_\_\_\_

Did the victim suffer from a previous physical malformation? \_\_\_\_\_

Name of the hospital where care was given \_\_\_\_\_

Will there be total or permanent disability? \_\_\_\_\_

I certify that this report is accurate to the best of my knowledge.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
(Physician's signature)

In the case of death, all claims must include:

1 — Death certificate.

2 — Receipts covering federal and provincial succession duties.

O.C. 3312-71, (1971) 103 O.G., 7738  
O.C. 3454-71, (1971) 103 O.G., 8287  
O.C. 2398-78, (1979) 111 G.O., 1713  
O.C. 3563-78, (1979) 111 G.O., 3275



c. C-61, r. 22

**Regulation respecting hunting seasons for moose, deer, caribou, musk-ox, polar bear, black bear, bobcat, wolf, coyote, woodchuck, porcupine, raccoon and fox**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar. *e* and *m*)

**1.** In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “big game” : the mammals listed in paragraph *h* of section 1 of the Wild-life Conservation Act (R.S.Q., c. C-61) and musk-oxen ;

(b) “deer” : Virginia deer ;

(c) “black bear” : American black bear ;

(d) “moose”, “deer”, “caribou”, “musk-ox”, “polar bear”, “black bear”, “bobcat”, “wolf”, “coyote”, “woodchuck”, “porcupine”, “raccoon” and “fox”, subject to section 9 these terms refer to the male, female or young ;

(e) “zone” : a hunting zone described in the Regulation respecting hunting zones (c. C-61, r. 41).

**2.** Subject to the regulations in force in parks and sanctuaries respecting the hunting seasons for game, it is prohibited to hunt the animals listed in paragraph *d* of section 1 except in the zones and during the periods determined in this Regulation.

**3.** Moose hunting is permitted :

(a) in Zones B-2, C, D including the Cap-Chat Wild-life Sanctuary, F-3 and F-4, for a 9-day period commencing on the third Saturday in October ;

(b) in Zones G, H-1, J-1, J-2 and J-3, for a 16-day period commencing on the second Saturday in October ;

(c) in Zones H-2, K-1, K-2, K-3, M and N, for a 23-day period commencing on the last Saturday in September ;

(d) in Zones O-1 and O-2, for a 31-day period commencing on the second Saturday in September.

**4.** Moose hunting with a bow and arrow is permitted for a 7-day period :

(a) in Zones B-2, C, D, F-1, F-3 and F-4, commencing on the second Saturday in October ;

(b) in Zones G, H-1, J-1, J-2 and J-3, commencing on the first Saturday in October ;

(c) in Zones H-2, K-1, K-2, K-3, M and N, commencing on the third Saturday in September ;

(d) in Zones O-1 and O-2, commencing on the first Saturday in September.

**5.** Despite section 4, moose hunting with a bow and arrow is permitted in the controlled zones listed in Schedule 1 during the periods determined in Column A.

**6.** Despite section 3, moose hunting is permitted in the controlled zones listed in Schedule 1 during the periods determined in Column B.

**7.** Deer hunting is permitted effective from the last Saturday in October :

(a) in Zones A-3, A-4, B-1 and B-2, for a 9-day period ;

(b) in Zones C and D, for a 16-day period ;

(c) in Zone F-1, for a 5-day period ;

(d) in Zones F-2, F-3 and F-4, for a 12-day period.

**8.** Deer hunting with a bow and arrow is permitted in Zones A-1, A-2, A-3, A-4, B-1, B-2, C, D, F-1, F-2, F-3 and F-4 and in the electoral district of Vaudreuil-Soulanges, part of Zone E, except for the islands and islets situated within the boundaries of that electoral district, for a 14-day period effective from the second Wednesday in October.

**9.** During the deer hunting season, it is prohibited to hunt young or female deer whose antlers are less than 7 centimetres long, except in the zones enumerated in section 8 and with a bow and arrow.

**10.** Caribou hunting is permitted from 25 August to 30 September in Zones O-3 and O-4, and in the part of Zone

O-1 situated west of the railway linking the town of Sept-Îles with the most southerly limit of Labrador.

**11.** Black bear hunting is permitted :

(a) in Zone O-1, from 1 May to 4 July and from 25 August to 12 October ;

(b) in Zone O-2, from 1 May to 4 July and from 12 September to 8 November, except in the part of that zone situated south of latitude 55°30' ;

(c) in Zone O-3, from 1 May to 4 July and from 25 August to 30 September except in the part of that zone situated south of latitude 55°30' and between longitudes 69°30' and 71° ;

(d) in Zone O-4, from 1 May to 4 July and from 25 August to 30 September ;

(e) in the other zones, from 1 May to 4 July and from 12 September to 8 November.

**12.** Bobcat and raccoon hunting is permitted from 24 October to 1 March in Zones A-1, A-2, A-3, A-4, B-1, B-2 and E.

**13.** Fox hunting is permitted from 24 October to 1 March in Zones A-1, A-2, A-3, A-4, B-1, B-2, E and L.

**14.** Wolf hunting is permitted year round south of latitude 55°.

**15.** Coyote hunting is permitted year round in all zones.

**16.** Woodchuck and porcupine hunting is permitted year round in all zones other than K-3, O-2, O-3 and O-4.



**SCHEDULE 1**

(ss. 5 and 6)

**MOOSE HUNTING SEASONS IN CONTROLLED ZONES**

<i>Controlled Zones</i>	<i>Column A</i>	<i>Column B</i>
1. Chauvin, Iberville, Labrieville, Nordique, Varin	19 Sept. — 25 Sept.	26 Sept. — 18 Oct.
2. Capitachouane, Festubert, Onatchiway-Est, Aux Rats River, Forestville	—	26 Sept. — 18 Oct.
3. Des Passes, Lake de la Boiteuse, Martin-Valin	—	26 Sept. — 12 Oct.
4. Anse Saint-Jean, Boullé, Buteux-Bas-Saguenay, Lake au Sable, Le Sueur, Normandie, Tawachiche	3 Oct. — 9 Oct.	10 Oct. — 25 Oct.
5. Maison de Pierre, Mazana	3 Oct. — 9 Oct.	10 Oct. — 22 Oct.
6. Des Nymphes	3 Oct. — 9 Oct.	10 Oct. — 19 Oct.
7. Rapides-des-Joachims	3 Oct. — 9 Oct.	10 Oct. — 17 Oct.
8. Bessonne, Borgia, Chapeau de Paille, Collin, Des Martres, Dumoine, Flamand, Jeannotte, Kiskissink, Lake Brébeuf, La Croche, La Lièvre, Maganasipi, Mars-Moulin, Ménokéosawin, Mitchinamécus, Restigo, Wessonneau	—	10 Oct. — 25 Oct.
9. Gros Brochet	—	10 Oct. — 25 Oct.
10. Batiscan-Neilson, Rivière-Blanche	—	10 Oct. — 18 Oct.
11. Frémont	—	10 Oct. — 17 Oct.
12. Lavigne	—	10 Oct. — 14 Oct.
13. Bas Saint-Laurent, Bras-Coupé-Desert, Chapais, Des Anses, Jaro, Owen, Pontiac, Saint-Patrice, Tourelle-des-Monts	10 Oct. — 16 Oct.	17 Oct. — 25 Oct.
14. Casault, Louise-Gosford, Petawaga	—	17 Oct. — 25 Oct.

O.C. 1464-80, (1980) 112 G.O. II, 2117

O.C. 870-81, (1981) 113 G.O. II, 1107

O.C. 2666-81, (1981) 113 G.O. II, 3176

O.C. 2813-81, (1981) 113 G.O. II, 3220

O.C. 2862-81, (1981) 113 G.O. II, 3338



c. C-61, r.23

## Regulation respecting seasons and zones for the hunting of fur-bearing animals

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, par. e)

**1.** The territory described in Schedule 1 constitutes the zones for hunting fur-bearing animals by means of snares.

**2.** It is permitted to hunt the following fur-bearing animals :

(a) weasel, beaver, coyote, squirrel, wolf, otter, Canada lynx, bobcat, marten, skunk, pekan, racoon, fox and mink :

- i. in Zone I, from 11 October to 15 April ;
- ii. in Zone II, from 18 October to 15 March ;
- iii. in Zone III, from 25 October to 15 March ;
- iv. in Zone IV, from 8 November to 1 March ;

(b) muskrat :

- i. in Zone I, from 11 October to 31 May ;
- ii. in Zone II, from 18 October to 15 May ;
- iii. in Zone III, from 1 March to 30 April ;
- iv. in Zone IV, from 1 March to 21 April ;

(c) black bear :

- i. in Zone I, from 15 September to 15 November and from 1 May to 15 June ;
- ii. in Zone II, from 1 October to 15 November and from 1 May to 15 June ;
- iii. in Zone III, from 1 October to 30 November and from 1 May to 15 June ;
- iv. in Zone IV, from 1 October to 30 November and from 1 May to 15 June.

**3.** In Zones III and IV, it is prohibited to locate, identify or disturb a muskrat hutch in any way whatsoever before sunrise of the day preceding the opening date of the trapping season.

## SCHEDULE 1

(s.1)

### SNARING ZONES

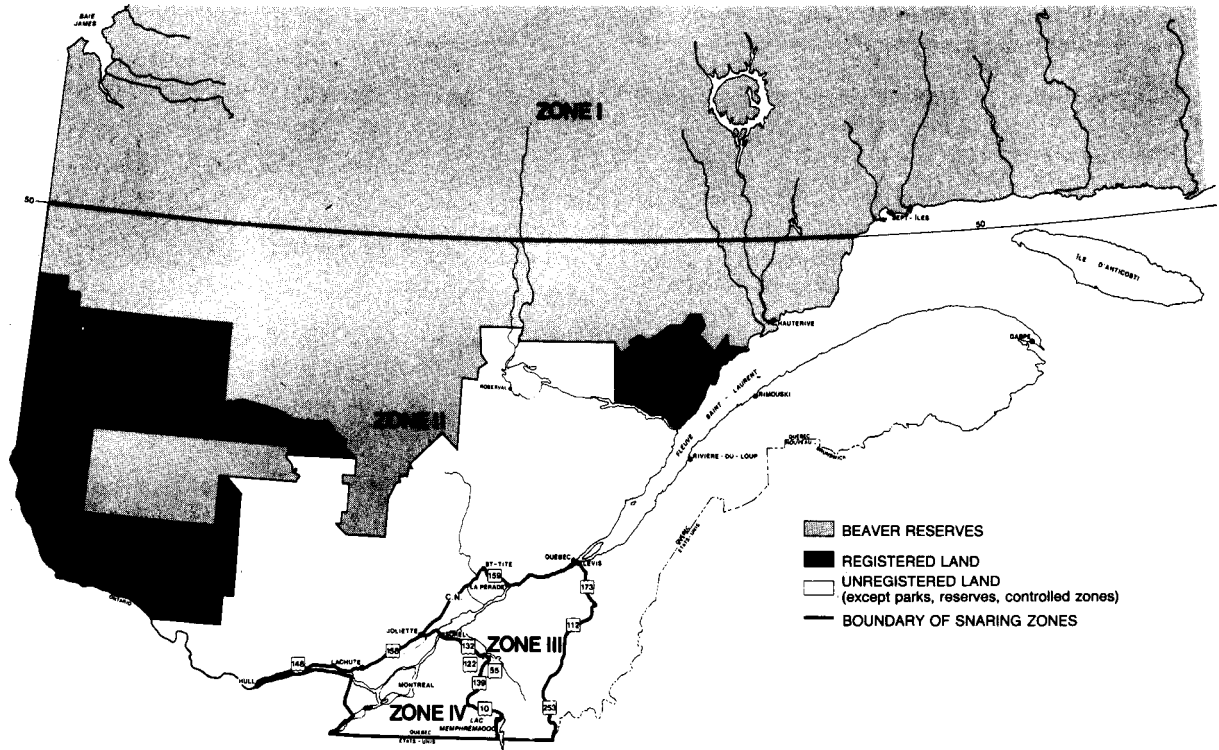
#### Technical description

**Zone I :** The territory of Québec situated north of parallel of latitude 50°.

**Zone II :** Starting from the meeting of Highway 253 with the Québec-United States border ; thence following Highway 253, Highway 112, Highway 173, the median line of the fleuve Saint-Laurent, the median line of rivière Sainte-Anne, Highway 138, Highway 159, The Canadian National railway (Montréal, L'Assomption, Joliette, Saint-Tite), Highway 158, Highway 148, Highway 5, the Québec – Ontario interprovincial boundary line, parallel of latitude 50°, the Québec – New Brunswick interprovincial boundary line and the Québec – United States border to the starting point. The islands situated south of parallel of latitude 50°, not belonging to Zones III or IV, are also included in this Zone.

**Zone III :** Starting from the meeting of Highway 253 with the Québec – United States border ; thence following Highway 253, Highway 112, Highway 173, the median line of the fleuve Saint-Laurent, the median line of rivière Sainte-Anne, Highway 138, Highway 159, the Canadian National railway (Montréal, L'Assomption, Joliette, Saint-Tite), Highway 158, the crossing line of the Alençon-Sorel ferry, Highway 132, Highway 122, Highway 55, Highway 139, Highway 10, the west bank of rivière aux Cerises, the west shore of lac Memphrémagog and the Québec – United States border to the starting point.

**Zone IV :** Starting from a point situated at the meeting of the west shore of lac Memphrémagog with the Québec – United States border ; thence following the Québec – United States border, the Québec – Ontario interprovincial boundary line, Highway 5, Highway 148, Highway 158, the crossing line of the Alençon-Sorel ferry, Highway 132, Highway 122, Highway 55, Highway 139, Highway 10, the west bank of rivière aux Cerises and the west shore of lac Memphrémagog to the starting point.





c. C-61, r.24

## Regulation respecting hunting licences

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 82, subpar. a)

**1.** In this Regulation, unless otherwise indicated by the context, the following words and expressions mean :

- (a) “deer” : Virginia deer ;
- (b) “other species” : coyote, wolf, woodchuck and porcupine ;
- (c) “black bear” : American black bear ;
- (d) “small game” : snowshoe rabbit, Arctic hare, white-tailed jack rabbit, bobcat, raccoon, fox, migratory game birds, ruffed grouse, sharptailed grouse, spruce grouse, gray partridge, ptarmigan, pheasant, common crow, starling, house sparrow, redwing, common grackle, rusty blackbird and cowbird.

**2.** A hunting licence is valid :

- (a) if it is issued without any false statements ;
- (b) if it has not been altered : removal of the transportation coupon from a licence to hunt deer other than on Île d'Anticosti, or caribou or moose is considered an alteration ; removal of both transportation coupons from a licence to hunt deer on Île d'Anticosti or black bear is considered an alteration ;
- (c) if it has been signed by both the holder and the person who issued the licence.

**3.** If a hunting licence is lost, a new licence may be issued to the holder for the price prescribed for that licence in Schedule 1.

**4.** An antedated hunting licence is only valid from the day it was issued.

**5.** A hunting licence is only valid for the species mentioned on the licence, during the hunting season and in the places determined by regulation.

**6.** Hunters in a group who have not killed a moose during a hunting excursion in the Chibougamau, Dunière, Laurentides, La Vérendrye, Matane, Mastigouche, Port-neuf, Saint-Maurice or Rouge-Mattawin Wildlife Sanc-

tuaries must, upon leaving that sanctuary, return to the agent at the receiving station the transportation coupons which are an integral part of their moose hunter's licence.

**7.** The hunting licences are listed in Column I of Schedule 1. The price of each licence is given in Column II for a resident, Column III for a Canadian non-resident and Column IV for a foreign non-resident.

**8.** A hunter may, in the same year, hold a licence provided for in each section from sections 1 to 15 of Schedule 1.

**9.** To obtain a hunting licence described in sections 1 to 6 of Schedule 1 every non-resident must produce a certificate issued by Québec, another province or a state establishing that he is qualified to use firearms for hunting.

**10.** The licences described in sections 13, 14 and 15 of Schedule 1 are valid from the day on which they are issued until 15 June.

**11.** The holder of a licence described in section 13 of Schedule 1 must set traps within the territory described in the licence.

**12.** The trapping licence described in section 13 of Schedule 1, where the holder of that licence is not a lessee with exclusive rights for trapping fur-bearing animals, permits trapping only on the lot or lots of a single property owner.

**13.** The holder of a licence described in section 13 of Schedule 1 must submit, on or before 31 July, a detailed report of the number of fur-bearing animals taken and an inventory of the beaver population within the territory for which the licence is issued.

**SCHEDULE 1**  
(s. 3)

**CATEGORIES AND COSTS OF HUNTING LICENCES**

<i>Section</i>	<i>Licence</i>	<i>COSTS* OF LICENCES</i>		
		<i>Resident</i>	<i>Non-resident Canadian</i>	<i>Foreign</i>
	Column (I)	(II)	(III)	(IV)
1.	MOOSE and other species :	18,50 \$	125,00 \$	200,00 \$
2.	DEER and other species, other than in zone L :	8,25	50,00	75,00
3.	DEER and small game in zone L (Anticosti) only :	10,00	50,00	75,00
4.	CARIBOU and other species :	18,50	175,00	250,00
5.	BLACK BEAR and other species :	5,25	25,50	25,50
6.	SMALL GAME and other species, except for hunting hares by means of snares :	5,25	25,50	25,50
7.	HARES by means of snares :	2,25	—	—
8.	MOOSE by means of bows or crossbows :	18,50	150,00	150,00
9.	DEER by means of bows or crossbows :	8,25	50,00	50,00
10.	CARIBOU by means of bows or crossbows :	18,50	200,00	200,00
11.	BLACK BEAR by means of bows or crossbows :	5,25	50,00	50,00
12.	SMALL GAME and other species by means of bows or crossbows :	5,25	25,50	25,50

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13.	Licence to trap fur-bearing animals in the zones of land registered for hunting fur-bearing animals, in controlled zones :	5,25 \$	200,00 \$	200,00 \$
14.	Licence to trap fur-bearing animals except in the zones of land registered for hunting fur-bearing animals, controlled zones and beaver reserves:	5,25	200,00	200,00
15.	Licence to hunt any game and to trap fur-bearing animals, for an Indian who is not a beneficiary of the James Bay and Northern Québec Agreement or of the North-eastern Québec Agreement domiciled in Québec and occupying land designated for hunting fur-bearing animals:	1,00	—	—

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\* The commission to an agent for a licence is:

- 0,25 \$ for a licence costing less than 18,50 \$
- 0,50 \$ for a licence costing 18,50 \$, but less than 50 \$
- 1,00 \$ for a licence costing 50 \$ or more.



c. C-61, r.25

## Regulation respecting fishing licences

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** For the interpretation of this Regulation, the following expressions signify :

(a) “domiciled or resident” : any person who has resided in Québec for a period of at least 12 consecutive months immediately preceding the request for the issuance of a licence ; any member of the Canadian Armed Forces and the Royal Canadian Mounted Police stationed in Québec ;

(b) “dependent” : the wife and the children of less than 18 years of age of a non-resident, holder of a licence for line fishing.

**2.** The following fees are payable for an angling licence described hereafter :

- (a) angling licence for salmon rivers :
  - i. resident . . . . . 5,25 \$  
(0,25 \$ of which is vendor's commission)
  - ii. non-resident . . . . . 25,50 \$  
(0,50 \$ of which is vendor's commission)
- (b) angling licence elsewhere than in salmon rivers :
  - i. non-resident . . . . . 15,50 \$  
(0,50 \$ of which is vendor's commission)
- (c) angling licence :
  - i. dependent non-resident . . . . . 4,25 \$  
(0,25 \$ of which is vendor's commission).

**3.** The dependent's licence described in paragraph c of section 2 only allows fishing in waters mentioned on the licence of the head of family.

**4.** The fishing licences described in section 2 are not valid :

- (a) if they are issued following a false declaration ;
- (b) if they are changed in any way whatsoever ;
- (c) if they do not bear the signature of the issued ;

(d) if they are used by a person other than the one to whom they were issued ;

(e) if they do not bear the date of issuance ;

(f) if they are not held by the holder, while he fishes, according to the manner determined by the Minister of Recreation, Fish and Game ;

(g) if they do not follow the date of issuance ;

(h) if they are not signed by the holder ;

(i) if the holder does not answer to the conditions stipulated on the licence.

**5.** The Minister of Recreation, Fish and Game may issue special licences for line fishing, on the conditions fixed by him, in the Québec parks and reserves.



c. C-61, r.26

## **Regulation respecting the wearing of a fluorescent orange-coloured garment when hunting**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar. w)

**1.** In this Regulation, the term “fluorescent orange-coloured” means a colour with a dominant wave length between 595 and 605 manometers, and an excitation purity of not less than 85% and a luminance factor of 40%.

**2.** Subject to section 3, every hunter who is hunting and every guide or person accompanying a hunter must wear an orange-coloured fluorescent garment that covers his back, shoulders and chest, is at least 2 580 square centimetres, and that can always be seen from any angle.

**3.** Section 2 does not apply :

(a) for hunting moose or deer during the moose or deer hunting season with only a bow and arrow, for hunting crows, snaring hares, hunting migratory game birds, trapping activities and from 1 December to 31 March for coyotte, wolf or fox hunting ;

(b) to the beneficiaries of the Agreement concerning James Bay and Northern Québec, and the beneficiaries of the Northeastern Québec Agreement on the territories covered by those Agreements.





c. C-61, r.27

**Regulation respecting possession of dogs  
in game reserves**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

**1.** The possession of a dog is forbidden on a game reserve, unless he is held on a leash or is inside a building or vehicle.



c. C-61, r.28

### **Regulation respecting the possession of dogs, arms or certain game in logging operations**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

**1.** It is forbidden at all times of the year on the sites of logging operations, for the heads of logging operations foremen, for contractors and sub-contractors in wood-cutting operations, railroad construction and other works, as well as for prospectors and those involved in mining operations, and for any person on the payroll of one or other of these operations or enterprises, whatsoever his position, as well as for fire rangers on duty, to keep one or several dogs or to have a rifle, gun or other hunting arm in their possession or in their homes, camps or other buildings, being used entirely or in part in logging operations, railroad construction or other works, as well as in prospecting and mine working operations, or in the neighbourhood of these houses, camps and buildings, without having procured in advance a licence for this purpose ; however, this permit is not required for these persons when they have their home in forestry or mining villages or on the work sites.

**2.** It is also forbidden at all times of the year for all persons in such places to have in their possession moose, caribou, deer or partridge for eating purposes or for any other purpose.



c. C-61, r.29

## **Regulation respecting the possession of fishing tackle in parks and reserves**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

Parks Act  
(R.S.Q., c. P-9)

**1.** In virtue of section 9 of the Parks Act (R.S.Q., c. P-9), the possession of fishing tackle is forbidden in the parks of Québec.

**2.** On virtue of section 82 of the Wild-life Conservation Act (R.S.Q., c. C-61), the possession of fishing tackle is forbidden in the reserves of Québec, except the following reserves : Kipawa, Assinica, Baie James, Mingan and Chicoutimi.



c. C-61, r.30

## Regulation respecting outfitters

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I INTERPRETATION

#### 1. In this Regulation :

(a) “camp or cottage” : means a dwelling, with or without cooking facilities, suitably furnished to accommodate fishermen or hunters ;

(b) “establishment” : means any group of 2 or more cottages belonging to or leased by the same person, company or corporation ;

(c) “inspector” : means any person appointed to this position by the Minister or Deputy Minister of Recreation, Fish and Game for the purposes of this Regulation ;

(d) “Minister” : means the Minister of Recreation, Fish and Game ;

(e) “Deputy Minister” : means the Deputy Minister of Recreation, Fish and Game ;

(f) “Department” : means the Ministère du Loisir, de la Chasse et de la Pêche ;

(g) “outfitter” : means a person who, for profit, carries on a business which provides the public with lodging and the opportunity to hunt and fish or rents small craft exclusively for hunting and fishing purposes at a place where game or fish may be found ;

(h) “register” : means any official form supplied by the Department.

### DIVISION II LICENCES

**2.** It is forbidden to operate a hunting and fishing outfitter's business without first having obtained a licence to do so.

**3.** An applicant for an outfitter's licence must submit a written request to the Department including :

(a) name, given name and address ;

(b) status as owner or lessee ; in the latter case, the name, given name and address of owner ;

(c) name and address of establishment. If the applicant is acting on behalf of a corporation or company, written authorization and proof of capacity, together with the names and addresses of those concerned, must be supplied.

Upon submission of such an application, the Department will have the establishment inspected and issue a licence if everything is in conformity with this Regulation.

**4.** Licences expire on 31 March. They are renewable.

**5.** Any licence may be issued in the name of a person or corporate body.

**6.** The licence holder must display his licence at the reception point where it may be readily seen by fishermen and hunters.

#### §1. *Transfer of licences*

**7.** The rights conferred by a licence cannot be validly transmitted to another person unless the Minister or Deputy Minister has agreed to the transfer upon payment of the required fee and in conformity with this Regulation.

**8.** Any person seeking to transfer the rights conferred by an unexpired licence must send the Department a written request to this effect.

**9.** The fee for transferring a licence is 10 \$ paid by certified cheque or money order made payable to the Minister of Finance.

**10.** The transferee of an outfitter's licence must obtain from the transferor the supply of Forms and all other documents for which provision is made in this Regulation.

#### §2. *Suspension and cancellation*

**11.** The Minister or his representative authorized for the purpose may refuse, suspend or cancel the licence of any person holding an outfitter's licence found guilty of any violation of the Wild-life Conservation Act or any of its regulations.

**12.** Within 8 days of receiving notice of suspension or cancellation of his licence, the outfitter must return his li-

cence to the Department by registered or certified mail or expose himself to the penalties provided in the Act.

### **DIVISION III PUBLIC HEALTH AND SAFETY**

**13.** The establishment and its dependent buildings must be situated on dry and well drained ground, far enough from stagnant water so as not to be a nuisance to fishermen and hunters or produce insanitary conditions.

**14.** The Environment Quality Act (R.S.Q., c. Q-2) and amendments as well as regulations adopted under it apply to establishments covered by this Regulation.

**15.** All water intended for human consumption or preparation of food, either for guests or staff in rental units, must be potable, sanitary and wholesome. It is specifically forbidden to offer for human consumption :

(a) water from insufficiently protected wells or wells dug in cellars unless the latter have cement floors and are perfectly protected ;

(b) water from wells dug less than 100 feet from a cemetery, slaughter-house, cesspool, septic tank, stable, pigsty or other similar installation ;

(c) water from wells dug at a lower level than any dwelling, cemetery, stable, pigsty, fox ranch, slaughter-house, cesspool, septic tank, manure pile, dump or any other place where filth is collected as long as there is any possibility of contamination ;

(d) water from wells which bacteriological analysis shows to be contaminated.

This requirement applies to all establishments licensed by the Department.

**16.** In consequence of complaints made to the Department regarding the quality of water for human consumption, the Department may require a certificate from the district public health physician.

If the water proves to be contaminated, the licence shall be withheld or suspended until the water has been treated and purified to the satisfaction of the district health physician.

**17.** Any outfitter must preserve and display the certificate issued by his district public health physician attesting the purity of the water as required in section 16.

**18.** All wells, streams, reservoirs, faucets, sinks, basins and the like where the water is not potable should be conspicuously marked with a bilingual sign bearing the words "non potable pour consommation humaine" "not fit for human consumption". The characters used on this sign should be at least ½ inch high.

**19. Wells, reservoirs and pumps :** Wells and reservoirs for drinking water should be covered and properly protected against surface and drainage water or any other source of contamination.

#### *§1. Refuse and garbage*

**20.** In any rental unit where food preparation and cooking is allowed, the outfitter must provide all necessary covered garbage containers of metal or plastic. These containers should be regularly emptied, cleaned and inspected.

**21.** All outfitters are strictly forbidden to throw or allow to be thrown whole animal carcasses or parts thereof, of any sort whatever, into any lake, river, stream or water way. The same prohibition also applies, without exception, to garbage, refuse and containers of all kinds.

#### *§2. Fire protection*

**22.** All outfitters must provide a fire prevention system.

**23.** Whenever a furnace, stove or other heating system is authorized for a rental unit or establishment, this heating unit must meet the standards of fire insurance underwriters.

**24.** In any kitchen, room, apartment or rental unit, floors, ceiling or walls which are less than 9 inches distant from a stove pipe must be protected by sheets of metal or asbestos. Matches should be kept in a glass or metal receptacle.

**25.** When outdoor facilities are provided for fires or the like, their location must be approved by the fire inspector or protective association.

**26.** Any heating, lighting, cooking or refrigerating system must be so installed as to prevent the escape of carbon monoxide or other noxious fumes or gases.

**27. First aid kit :** In case of accident, each outfitter must have a complete first aid kit available for the use of his guests.

#### **DIVISION IV REMODELING AND UPKEEP**

**28.** No one may undertake to build, enlarge, renovate or remodel an establishment without having submitted a sketch or plans for this work to the Department and having received its written authorization.

**29.** Every rental unit must be properly cleaned before new fishermen or hunters take occupancy. All bed and bath linen must be changed.

**30.** Any outfitter offering fixed fishing or hunting facilities under canvas throughout his regular period of operation must provide wooden floors. All other materials must be approved by the Department.

#### **DIVISION V OUTFITTER'S DUTIES**

**31.** Every outfitter must, in particular :

(a) keep his grounds clean, in good order and free of litter ;

(b) keep grass and hay short enough to avoid harbouring mosquitoes or objectionable insects, eliminate weed growth and make an agreeable impression on visitors ;

(c) abide by all rules for health and cleanliness as laid down in health regulations ;

(d) provide blinds or curtains to assure privacy for guests in rental units, as well as resistant fly-screens ; make sure that each rental unit is well ventilated.

**32.** Every outfitter must himself see to the security and supervision of his establishment whenever it is open to the public, or entrust it to several competent and adult persons if its proper operation so requires.

**33.** An outfitter must not allow dogs or other animals in public rooms, kitchen or dining room.

**34.** Every outfitter must :

(a) display his licence conspicuously near the place where guests register ;

(b) identify each room, cabin, camp, rental unit or the like by a distinctive name, letter or number ;

(c) post in each rental unit in French and English the maximum daily or weekly rate ; this notice should also state whether the single or group rate includes guide fees, small craft and motor rentals, fishing and hunting rights or other specific services ;

(d) at the inspector's request, produce all permits, licences and other documents required under this Regulation ; and

(e) refrain from publishing any advertising circular without having obtained approval of its text from the Department.

**35.** To safeguard health and foster a proper regard for hygiene, all outfitters are explicitly required to observe the following rules :

(a) all equipment, accessories, sanitary facilities or the like must be cleaned, maintained and replaced if need be ;

(b) all rental units must be kept free of vermin, whether rodents or other species ;

(c) each rental unit, bathroom and washbasin must be supplied with an adequate quantity of unused soap ; and

(d) each inside or outside toilet must be supplied with an adequate quantity of toilet paper.

**36.** An outfitter must be honest in his dealing with other outfitters as well as in his behaviour to the public ; he must greet tourists with courtesy and friendliness.

**37.** At discretion, the Minister may cancel the licence of any outfitter who neglects to perform the duties required under this Regulation.

#### *§1. Registration of visitors*

**38.** Every outfitter must secure a sufficient number of the forms supplied by the Department for registering guests and visitors and recording the game and fish they have taken.

**39.** Outfitters must make certain that each guest in or visitor to their accommodation fills out the Form supplied by the Department for this purpose, including his name and given name, his full address, his hunting or fishing permit number and the fish and game he has taken ; they

must further make sure that this data is fully recorded for each guest or visitor.

*§2. Small craft*

**40.** Any outfitter who puts small craft at the disposal of his staff, his guests or his visitors, whether for a fee or gratuitously, must :

(a) keep all such craft in shipshape, clean and safe condition ;

(b) maintain all wharves, landing places, floats, boat-houses and other shore facilities in safe and usable condition for the needs of the small craft he supplies ; and

(c) demand respect for all safety or preventive measures required by an inspector or by the laws and regulations governing the use of small craft.

**41.** If the inspector finds that a small craft's physical condition is not conducive to safety, he must forbid its use and the outfitter will have to take it out of service immediately.



c. C-61, r.31

## Regulation respecting beaver reserves

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I

#### ESTABLISHMENT OF RESERVES

**1.** The following territories are recognized as beaver reserves :

(a) **Fort Georges Reserve** : A territory of 34 150 square miles, bounded on the north by the parallel of latitude 55° 30', on the east by meridian 72°, on the south by the right shore of Fort-Georges River equally called Grande-Rivière and on the west by James Bay.

(b) **Vieux Comptoir Reserve** : A territory of an area of 19 525 square miles, bounded on the north by Fort Georges Reserve ; bounded on the east, by a line described as follows ; starting from the intersection of the right shore of Fort-Georges River or Grande-Rivière with meridian 73° 17' ; thence, south 50° 15', west, 7,4 miles ; thence, south 53° 55', east 10 miles ; thence, south 27° 55', west, 4,4 miles ; thence, south 88° 20' west, 11,6 miles ; thence, south 18° 45' east, 5,7 miles ; thence, south 67° 30' west, 15,2 miles ; thence, south 87° 40' west, 18,6 miles ; thence, south 16° 30' west, 11 miles ; thence, south 13° 10' east, 9 miles ; thence, south 60° 40' west, 22,7 miles ; thence, south 18° east, 13,4 miles ; thence, north 79° 30' east, 11 miles ; thence, south 4° 10' east, 16,2 miles ; thence, south 85° west, 27,4 miles ; thence, south 7° 20' west, 9,2 miles ; thence, south 54° west, 18,5 miles ; thence, south 17° 25' east, 6,5 miles ; thence, south 33° 45' west, approximately 11 miles up to the intersection of the right shore of Eastmain River with the 3<sup>rd</sup> meridian (75° 30') ; bounded on the south, by the right shore of Eastmain River ; bounded on the west by James Bay.

(c) **Rupert Reserve** : A territory of an area of 7 875 square miles, bounded on the north by the right shore of Eastmain River, on the east by the 3<sup>rd</sup> meridian (75° 30'), on the south by the right shore of Rupert River and on the west by James Bay.

(d) **Nottaway Reserve** : A territory of an area of 11 700 square miles, bounded on the north by the south shore of James Bay and by the right shore of Rupert River ; bounded on the east and on the south by a line described as follows : starting from the intersection of the right shore of Rupert River with the 3<sup>rd</sup> meridian (75°

30') ; thence, south 5° west, 25,4 miles ; thence, south 40° west, 3 miles, up to the left shore of à-la-Martre River ; thence, on the southwest, following the left shore of à-la-Martre River and the south shore of Weakwaten Lake, up to the east shore of Tesecau Lake ; thence, north, approximately 3 miles, up to the north shore of Poncet Lake ; thence, on the northwest, following the north shore of Poncet Lake and Bruton Lake, up to a point of longitude of 76° 17' and a latitude of 51° 11,5' ; thence, south 56° 25' west, approximately 20,2 miles, up to the north shore of the northeast Bay of Evans Lake ; thence, on the southwest, following the northwest shore of the said Bay, up to the southern extremity of Longue-Pointe ; thence, south 51° west, approximately 12,4 miles up to the western extremity of the southwest Bay of Evans Lake ; thence, south 23° 30' west, 13,2 miles ; thence, south 4° east, approximately 11,4 miles, up to the right shore of Muskeg River ; thence, on the west following the right shore of Muskeg River and the north shore of Soscumica Lake, up to the meeting point of meridian 77° 40' with the parallel of latitude 50° 20' ; thence, west, 5 miles ; thence, south 34° 30' west, 21,5 miles ; thence, south 12° 30' east approximately 10 miles, up to meridian 78° ; thence, west, approximately 2,6 miles, up to the east shore of Grasset Lake ; thence, by skirting Grasset Lake by the south, up to the right shore of the mouth of Subercase River ; thence, north 70° west, 11,2 miles ; thence, north 3 miles ; thence, north 50° west, 14 miles ; thence, south 78° west, approximately 8,7 miles, up to the right shore of Harricana River ; thence, on the south, by following the right shore of Harricana River, up to the right shore of the mouth of Turgeon River ; thence, to the west, following the right shore of Turgeon River ; up to the right shore of the mouth of Détour River ; thence, west, following the right shore of Détour River, up to its meeting with the Québec-Ontario Border ; bounded on the west, by the Québec-Ontario Border.

(e) **Abitibi Reserve** : A territory of 30 475 square miles, bounded on the north by Nottaway Reserve ; bounded on the east, by a line described as follows : starting from a point situated at the intersection of the east shore of Tesecau Lake with the parallel of latitude 51° 04,5' ; thence, on the southeast, following the northeast shore of Tesecau Lake, up to its intersection with the meridian 75° 50' ; thence, south 21° 30' east, 8,6 miles ; thence, south 72° east, 4,5 miles ; thence, south 54° west, 4 miles ; thence, south 16° 30' west, 10,4 miles ; thence, south 63° east, 6,6 miles ; thence, south 15° east, 11 miles ; thence, south 25° west, 9 miles ; thence, south 10° east, 6,4 miles ; thence, north 86° 45' east, 11 miles ; thence, south



8° 15' west, 18,6 miles ; thence, south 81° east, 15,6 miles ; thence, south 8° east, 7,6 miles ; thence, south 71° 15' east, 16 miles ; thence, south 3,4° 45' east, 4 miles ; thence, south 87° 40' east, 7 miles ; thence, south 7° 35' east, 5,6 miles ; thence, south 47° 30' west, 5,6 miles ; thence, south 20° 15' east, 6 miles ; thence, south 9° west, 10,6 miles ; thence, south 30° east, 6 miles ; thence, south 2° 45' east, approximately 20 miles, up to a point situated at longitude 74° 33' and at latitude 49° ; thence, south 54° 35' east, 7,6 miles ; thence, north 55° 15' east, 4,4 miles ; thence, south 72° 15' east, 25,6 miles ; thence, east 4,4 miles ; thence, south 38° east, 25,6 miles ; thence, south 22° west, 4,2 miles ; thence, south 13° 45' east, 4,2 miles ; thence, south 62° east, 12,8 miles ; thence, south 14° 30' west, 13,3 miles ; thence, south 13° east, 7,6 miles ; thence, south 48° 45' west, 31,4 miles ; thence, south 47° east, 3,8 miles, thence, south 89° west, approximately 1,8 miles, up to meridian 73° 40' ; thence, south 32° 10' west, 5,8 miles ; thence, south 15° west, 7,2 miles ; thence, north 88° west, approximately 3 miles, up to meridian 73° 50' ; thence, south, following the said meridian 4,4 miles ; thence, south 73° 30' west, 2,2 miles ; thence, south 35° 15' west, approximately 11 miles, up to meridian 74° ; thence, south, following the said meridian, approximately 22,3 miles, up to its intersection with the parallel of latitude 47° ; bounded on the south by a line described as follows : starting from the intersection point of meridian 74° with the parallel of latitude 47° ; thence, to the west following the said parallel, 28 miles ; thence, north 44° 15' west, 10 miles ; thence, north 2,2 miles ; thence, east 2,8 miles ; thence, south 1,8 miles ; thence, east, 3,2 miles ; thence, north, 8,8 miles ; thence, north 64° west, 1,8 miles ; thence, east, 3,2 miles ; thence, north, 13,4 miles ; thence, west, 2 miles ; thence, north, 8 miles ; thence, east, 5,6 miles ; thence, north 42° east, 3,6 miles ; thence, north, 1,8 miles ; thence, north 45° west, 2,2 miles ; thence, north 50° 45' east, 1 mile ; thence, north, 4,6 miles ; thence, west, approximately 0,7 of a mile up to meridian 74° 30' ; thence, north following the said meridian, 2,4 miles ; thence, north 49° 25' west, approximately 10 miles, up to meridian 74° 40' ; thence, north, approximately 6,3 miles, up to the line of the Canadian National Railway ; thence, on the northwest following the said Canadian National Railway, up to meridian 76° 29', being a little to the west of Forsythe Station ; thence, north following the said meridian 76° 29' up to its intersection with the parallel of latitude 49° ; thence, west following the said parallel 49° approximately 110 miles ; up to the exterior east line of the township of Lavergne ; thence, north, 10 miles up to the exterior north line of the township of Lavergne ; thence, west, 10 miles, following this latter line up to the exterior east line of the township of Paradis ; thence, north, 10 miles following this latter line up to the exterior north line of the township of Paradis ; thence, west follow-

ing the exterior north line of the townships of Paradis and Boivin, 20 miles up to the Québec-Ontario Border ; bounded on the west by the Québec-Ontario Border.

(f) **Grand Lac Victoria Reserve** : A territory of 7 825 square miles, bounded on the north by a line described as follows : starting from a point of longitude 78° 27' and latitude 48° ; thence, to the east, following the said parallel of latitude 48°, up to its intersection with meridian 76° 30' ; thence, south, following the latter meridian, up to its intersection with the parallel of latitude 47° 51' ; thence, east, following the latter parallel of latitude up to its intersection with meridian 75° 30' ; bounded on the east by a line described as follows : starting from the intersection point of meridian 75° 30' with the parallel of latitude 47° 51' ; thence, south 33° west, 5,6 miles ; thence, south 28° 30' east, 16,2 miles ; thence, north 30° east, 3 miles ; thence, south 11° 50' east, 3,8 miles ; thence, south 64° 35' east, 3,2 miles ; thence, south 33° 35' west, 4 miles, up to a point in longitude 75° 21' and in latitude 47° 30' ; bounded on the south by a line described as follows : starting from a point in longitude 75° 21' and in latitude 47° 30' ; thence, west, following the said parallel of latitude 47° 30', up to its intersection with the meridian 76° 30' ; thence, south, following the latter meridian, up to its intersection with the parallel of latitude 47° ; thence, west, following the latter parallel, up to its intersection with the meridian 78° 27' ; bounded on the west by meridian 78° 27'.

(g) **Mistassini Reserve** : A territory of 55 300 square miles, bounded on the north, by the parallel of latitude 55° 30' ; on the east, by a line described as follows : starting from the intersection point of meridian 69° 30' with the parallel of latitude 55° 30' ; thence, south, following this meridian 69° 30', up to its intersection with the parallel of latitude 53° 07' ; thence, south 67° 40' west, 9,2 miles ; thence, south 48° west, 7,2 miles, up to a point in longitude 69° 50', and in latitude 53° ; thence, south 30° 25' west, 15,6 miles, up to an arpented line ; thence, south 13° west, 20 miles ; thence, south 35° 50' west, 11,6 miles ; thence, south 59° 15' west, 24,8 miles ; thence, south 69° 55' west, 13,2 miles ; thence, south 55° 10' west, 8 miles ; thence, south 31° 45' west, 12,7 miles ; thence, south 46° west, 10,6 miles ; thence, south 14° 30' west, 9 miles ; thence, south 8° 15' east, 9,8 miles ; thence, south 39° 45' west, 7,6 miles ; thence, south 16° 45' west, 6 miles ; thence, south 65° west, 5,8 miles ; thence, south 22° west, 5,4 miles ; thence, south 66° west, approximately 5,6 miles, up to a point of longitude 72° and in latitude 51° 14' ; thence, south 33° 15' west, 10,5 miles ; thence, south 39° 15' west, 7,6 miles ; thence, south 23° west, 10,4 miles ; thence, south 48° west, 5 miles ; thence, south 24° west, 5 miles ; thence, south 75° 30' west, 11,8 miles ; thence, south 12° 40' west, 10,4 miles ; thence, south 51° 20' west, 3 miles ; thence, south 20° west, 15,2 miles ; thence, north 62° west, 6,8 miles ; thence, south 47°

25' west, approximately 7,8 miles, up to the right shore of Nestawkanow River; thence, to the south, following the right shore of the said river up to a point in longitude 73° 15' and in latitude 50° 09'; thence, south 86° 10' west, 4,7 miles; thence, north 34° west, 8,2 miles; thence, south 37° 10' west, 6,8 miles; thence, north 82° 05' west, 7 miles; thence, south 30° west, 56,3 miles; thence, south 78° 15' west, 3,8 miles; thence, south 12° 30' west, 11,2 miles; thence, south 65° 40' east, 8,1 miles; thence, south 5° east, 9 miles; thence, south 18° 25' west, approximately 13,2 miles, up to a point in longitude 74° 20' and in latitude 48° 58'; bounded on the south and west by the Abitibi, Nottaway, Rupert, Vieux Comptoir and Fort Georges reserves.

(h) **Roberval Reserve** : A territory of 26 925 square miles, bounded on the east by a line described as follows : starting from a point in longitude 70° 08' and in latitude 52° 30', thence, south 54° 15', east 2,8 miles; thence, south, 10,2 miles; thence, south 67° 15' west, 4,2 miles; thence, north 41° 40' west, 2,4 miles; thence, south 50° west, 6 miles; thence, south 80° 15' west, 6,5 miles; thence, south 41° west, 9,4 miles; thence, south 4° 20' west, 17,2 miles; thence, north 80° east, 4,3 miles; thence, south 3° 25' east, 3,8 miles; thence, east 7,9 miles; thence, south 7° 15' west, 8,5 miles; thence, south 36° 35' west, 22 miles; thence, south 85° 5' east, 2,6 miles; thence, south 26° 50' west, 9 miles; thence, south 22° east, 5,8 miles; thence, south 21° 30' west, 5,3 miles; thence, south 28° 15' east, 8,6 miles; thence, south 2° 30' west, 15,5 miles; thence, north 75° west, 7 miles; thence, south 10° 50' east, 21,4 miles; thence, south 66° 45' west, 12,4 miles; thence, south 2° 50' west, 12,2 miles; thence, north 71° 25' east, 21,5 miles; thence, south 1° 45' west, 18,7 miles; thence, south 23° 15,5 miles; thence, south 51° 30' west, 12,2 miles; thence, south 54° 25' east, 10,2 miles; thence, south 52° 10' west 14,4 miles; thence, south 5° east, 6,1 miles; thence, south 61° 20' east, 2,4 miles; thence, south 5° 15' east, 5,4 miles; thence, south 31° 50' west, 6,4 miles; thence, south 25° east, 17 miles; thence, south 53° 20' east, 5,2 miles; thence, north 78° 35' east, 11,6 miles; thence, south 32° 30' east, 8,6 miles up to a point in longitude 70° 19' and in latitude 49° 3'; bounded on the south by a line described as follows : starting from a point in longitude 70° 19' and in latitude 49° 03'; thence, south 77° 45' west, 5,2 miles; thence, south 4° west, 4,8 miles; thence, south 59° 50' west, 8,5 miles; thence, north 70° west, approximately 4,2 miles, up to a point situated in longitude 70° 40' and in latitude 48° 57'; thence, north following meridian 70° 40' up to its intersection with the parallel of latitude 49°; thence, west following the latter parallel of latitude, up to its intersection with meridian 71° 20'; thence, north following the latter meridian up to its intersection with the parallel of latitude 49° 01'; thence, west, following the latter parallel of latitude up to its intersection with the left shore of Mistassibi River; thence, on the north following the left

shore of Mistassibi River, up to its intersection with the parallel of latitude 49° 07'; thence, west following the latter parallel of latitude up to its intersection with meridian 72° 40'; thence, south following the latter meridian up to its intersection with the left shore of Ashuapmachouan River; thence, on the southeast, following the left shore of Ashuapmachouan River, up to its intersection with the parallel of latitude 48° 47'; thence, south 46° 10' west, 7,5 miles; thence, south 17° 30' west, approximately 6 miles, up to the parallel of latitude 48° 37,5'; thence, west following the latter parallel of latitude up to its intersection with meridian 73°; thence, south following the latter meridian, up to its intersection with the parallel of latitude 47° 55'; thence, north 46° 20' west, approximately 12 miles, up to a point in longitude 73° 10,5' and in latitude 48° 02'; bounded on the southwest by Abitibi Reserve and on the northwest by Mistassini Reserve.

(i) **Bersimis Reserve** : A territory of 31 925 square miles, bounded on the north and east by a line described as follows : starting from a point in longitude 69° 30' and in latitude 53° 32', thence, east, 7 miles; thence, north 57° east, 4,4 miles; thence, south 80° east, 5,6 miles; thence, south 53° east, 13,8 miles; thence, south 2° 15' west, 21,8 miles; thence, south 36° west, 9,3 miles; thence, south 22° 20' east, 12,6 miles; thence, east 9,2 miles; thence, south 36° 45' east, 12 miles; thence, south 3° 45' west, 18 miles; thence, south 22° 35' east, 7,6 miles; thence, south 62° 45' east, 6 miles; thence, north 54° 30' east, 2,5 miles; thence, north 29° 45' west, 3,8 miles; thence, south 67° 50' east, 4,4 miles; thence, north 54° 30' east, 5,4 miles; thence, east, 2,8 miles; thence, south 2° 15' east, 25,2 miles; thence, north 42° 15' east, approximately 3,2 miles, up to the point in longitude 68° and in latitude 52° 05'; thence, north 74° east, 3,4 miles; thence, south 66° 35' east, 5,4 miles; thence, south 14° 15' east, approximately 12 miles; up to the north shore of Petit Lac Manicouagan, thence, in a general southeasterly direction following the southwest shore of Petit Lac Manicouagan up to a point of longitude 67° 35' and in latitude 51° 44,5'; thence, south 39° 25' west, 11,2 miles; thence, south 3° 45' west, 2,5 miles; thence, south 40° west, 7,4 miles; thence, north 69° 20' east, 8,7 miles; thence, south 13° 45' east, 3,4 miles; thence, south 61° 15' east, 6,4 miles; thence, south 18° east, 10,1 miles; thence, south 20° west, 19,9 miles; thence, south 65° west, 3 miles; thence, south 29° east, 2,2 miles; thence, south 35° 35' west, 7,4 miles; thence, south 29° 30' east, 2,2 miles; thence, south 7° 20' west, 6,8 miles; thence, south 23° 35' east, 9,3 miles; thence, south 89° 15' east, 2,3 miles; thence, south 22° 30' east, 4 miles; thence, north 52° 15' east, 2,7 miles; thence, south 87° 30' east, 5,2 miles; thence, south 34° 15' west, 8,8 miles; thence, south 60° 15' west, 5 miles; thence, north 84° 15' west, 12,7 miles; thence, south 48° 35' west, 7 miles; up to a point in longitude 68° and in latitude 50° 26,5'; thence, south fol-

lowing the meridian 68° up to its intersection with the parallel of latitude 50° 14'; being the right shore of Fontmalais River; thence, to the southeast following the right shore of Fontmalais River; and the southwest shore of Sainte-Anne Lake up to its southeasterly extremity; thence, south 45° east up to the right shore of Godbout River; thence, to the south following the right shore of Godbout River, up to a point in longitude 67° 40' and in latitude 49° 32'; thence, south following meridian 67° 40', up to the parallel of latitude 49° 28'; thence, south 36° 30' west, 4,5 miles; thence, south 70° west, 7,4 miles; thence, north 75° 45' west, 5,6 miles, up to meridian 68°, thence, south following meridian 68° up to the north shore of the Gulf of St. Lawrence; bounded on the southeast by the north shore of the Gulf of St. Lawrence; bounded on the south by a line described as follows: starting from the intersection point of the right shore of Betsiamites River with the northern land of route number 15; thence, to the northwest and north following the right shore of Betsiamites River up to its meeting with the parallel of latitude 49° 04'; thence, south 51° 15' west, 11,1 miles; thence, north 58° 15' west, 6,8 miles; thence, north 17° 25' west, 7,2 miles; thence, north 41° 20' east, approximately 5 miles, up to the right shore of Betsiamites River; thence, to the northwest and west, following the right shore of Betsiamites River up to a point in longitude 69° 34' and in latitude 49° 17' being a little to the southeast of the town of Labrieville; thence, south 34° west, 12 miles; thence, north 87° west, 5,2 miles; thence, south 57° 35' west, 20 miles; thence, north 51° 10' west, 7,6 miles, up to a point in longitude 70° 19' and in latitude 49° 3'; bounded on the west by Roberval and Mistassini reserves.

(j) **Saguenay Reserve**: A territory of 83 600 square miles including:

- i. the county of Duplessis;
- ii. the part of the county of Saguenay, on the east of Bersimis Reserve;
- iii. the part of New Québec, on the south of the parallel of latitude 55° 12', and on the east of Mistassini and Bersimis reserves.

(k) **New Québec Reserve**: The entire territory of Québec not already included in the other beaver reserves of Québec

## DIVISION II REGULATION

**2.** Save in the reserve in New Québec, any person hunting fur-bearing animals in a beaver reserve shall be the bearer of a special licence issued by the Minister of Recreation, Fish and Game.

**3.** Only Indians and Eskimos may trap or hunt fur-bearing animals in the reserves in New Québec, Fort Georges, Vieux Comptoir, Rupert, Nottaway, Abitibi, Mistassini, Grand Lac Victoria, Roberval and Bersimis.

**4.** The fees for a hunting or trapping license for fur-bearing animals for Indians and Eskimos hunting or trapping in any beaver reserve, save the one in New Québec are 1 \$.

**5.** The fees for a license for any white trapper hunting or trapping in beaver reserves wherein whites may do so, are 12,10 \$ of which 0,10 \$ is commission to the vendor.

**6.** The Minister may determine the number of fur-bearing animals which each trapper may hunt or trap.

**7.** The Minister may determine the place of places wherein each trapper may trap these fur-bearing animals.

**8.** The Minister may establish a system for marketing the pelts.

**9.** Any trapper in reserves shall make a report of the fur-bearing animals which he has hunted or trapped during the year.

**10.** Barring a special permission from the Minister, any trapper in beaver reserves in Québec, shall hunt or trap fur-bearing animals each year in the territory assigned to him.



c. C-61, r.32

**Regulation respecting the transportation  
of fish captured within certain reserves**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** In the parc de La Vérendrye as well as in the Chibougamau and Mistassini reserves, no one may transport, outside of the reserve, fish taken or captured in the reserve, unless said fish are still intact. The fish however, may be cleaned.



c. C-61, r.33

## **Regulation respecting the transportation and registration of big game and black bear**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar. i)

### **1. Every hunter who, in virtue of a hunting licence :**

(a) kills a caribou or a deer must, as soon as the animal is killed, detach the transportation coupon and attach it to the carcass. The coupon shall remain attached to the carcass until the latter has been cut up or stored ;

(b) kills a black bear must, as soon as the animal is killed, detach the appropriate transportation coupon that is an integral part of the hunting licence and attach the coupon to the carcass or its pelt. The coupon shall remain attached to the carcass until the latter is cut up or stored, or to the pelt until it is tanned ;

(c) kills a moose must, as soon as the animal is killed, detach the transportation coupon that is an integral part of the hunting licence and attach the coupon to the carcass and see to it that on the same day that the animal is killed that the transportation coupon of the hunting licence of a second moose hunting licence holder is attached to the carcass. The coupons shall remain attached to the carcass until the latter has been cut up or stored.

**2.** Every hunter who, in virtue of a hunting licence, kills a big game animal or a black bear must, within 48 hours after leaving the forest, show his hunting licence and report on his hunting to a conservation officer or any person appointed for such purpose at a control station and have his transportation coupon punched, or in the case of a moose, have both transportation coupons punched.

**3.** Despite section 2, every hunter that kills a big game animal or a black bear must, upon the request of a conservation officer, immediately register the animal killed.

**4.** The hunter must transport a caribou or moose carcass either whole or in quarters.

**5.** Every deer that has been killed but not yet registered shall be transported in a way that it is visible from the outside of the vehicle.

**6.** The whole or any part of a big game animal shall be handed over at the request of the person who registers the animal and the latter may take a sample from it.

**7.** A person who, in virtue of a trapping licence for furbearing animals, traps a black bear must, within 15 days at the latest after the trapping season during which the animal was trapped, register the pelt and have a special seal attached to it by a conservation officer or another person appointed for that purpose. The seal shall remain attached to the pelt until it has been tanned.

**8.** Where a big game animal, a black bear or a part of one of the above, including the pelt, is transported outside of Québec, the punched transportation coupon or the 2 coupons in the case of moose, shall serve as the licences to transport the big game animal, black bear, part of animal or pelt outside of Québec.



c. C-61, r.34

## **Regulation respecting the transportation, shipping and export of unprocessed-fur**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** It is forbidden for any person not holding a transportation permit issued by a conservation officer or an inspector from the Fur Division of the Ministère du Loisir, de la Chasse et de la Pêche, to ship unprocessed-fur within the limits of Québec.

However, this permit is not required where there is no such agent or inspector within a 20-mile radius of the point of shipment ; in such case the shipping agent shall write the name and address of the sender and the consignee of the parcel or container and shall specify its contents.

**2.** No person may ship unprocessed-fur pelts outside of Québec unless he holds a fur-trading permit and an export permit issued by a conservation officer or a fur inspector from the Ministère du Loisir, de la Chasse et de la Pêche.



c. C-61, r.35

### **Regulation respecting trapping for educational or scientific purposes**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The trapper's licence issued to an instructor or professor of an institution, for educational or scientific purposes, respecting fur-bearing animals, authorizes the pupil under his jurisdiction to trap fur-bearing animals under the following conditions :

(a) the said pupil must be regularly registered for courses and attend the institution at the time of trapping to enjoy such privilege ;

(b) the pupil must be accompanied by an instructor or professor bearing his trapper's licence ;

(c) the licence is valid only at the places designated and during the time indicated on the licence ;

(d) the fur of the fur-bearing animals so trapped must serve only educational or scientific purposes and may not be sold.



c. C-61, r.36

## Regulation respecting the use of hunting implements

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82, subpar.d)

**1.** In this Regulation, unless the context indicates otherwise, the term “muzzle loading rifle” or “muzzle loading shotgun or rifle” means a firearm that cannot be loaded with a shell or a bullet other than from the muzzle.

**2.** The following only may be used for the hunting of any animal described in the Wild-life Conservation Act (R.S.Q., c. C-61) :

(a) non-tracer bullets ;

(b) bullets other than non-expansion full metal case bullets (hard point).

**3.** The following only may be used for the hunting of caribou and moose :

(a) rifles of a calibre of, or greater than, 6 millimetres or 0,243 inches, and centre-fire rifles ;

(b) muzzle loading rifles of a calibre of, or greater than, 13 millimetres or 0,5 inches, and the bullets ;

(c) bows with a draw of 71 centimetres or 28 inches, and with a torque of, or greater than, 18 kilogrammes or 40 pounds, crossbows with a torque of, or greater than, 54 kilogrammes or 120 pounds, and arrows with bladed steel heads 22 millimetres or 7/8 inches broad or more.

**4.** The following only may be used for the hunting of deer and black bear :

(a) the hunting implements described in section 3 ;

(b) shotguns of calibres 10, 12, 16, and 20 and shotgun shells (shot or rifled slug) of a diameter of, or greater than, 7,6 millimetres or 0,3 inches ;

(c) muzzle loading shotguns or rifles of a calibre of, or greater than, 11 millimetres or 0,44 inches, and shells or cartridges of a diameter of, or greater than, 7,6 millimetres or 0,3 inches.

**5.** The following only may be used for the hunting of coyotes, wolves, woodchucks, porcupines and foxes :

(a) all calibre rifles and centre-fire cartridges or rim-fire cartridges ;

(b) all calibre shotguns, shotgun shells or rifle slugs ;

(c) all calibre muzzle loading shotguns or rifles, shotgun shells or cartridges ;

(d) bows and cross-bows.

**6.** The following only may be used for the hunting of northern hare, Arctic hare, white-tailed jackrabbit, bobcat, raccoon, ruffed grouse, sharptailed grouse, spruce grouse, gray partridge, ptarmigan, pheasant, common crow, starling, house sparrow, red-wing, common grackle, rusty blackbird or cowbird :

(a) rim-fire rifles and cartridges ;

(b) shotguns and shells that contain shot smaller than 4,6 millimetres or 0,18 inches in diameter ;

(c) muzzle loading shotguns or rifles and shot less than 4,6 millimetres or 0,18 inches in diameter ;

(d) bows and cross-bows.

**7.** The use of snares for the hunting of northern hare, Arctic hare, and whitetailed jackrabbit is permitted only :

(a) in Zones C, D, H-1, H-2, K-1 K-2, M, N, O-1 and in Zone G excluding Ile d'Orléans ;

(b) from 1 December, in Zones A-1, A-2, A-3, B-1, B-2, F-1, F-2, F-3, F-4, J-1, J-2, J-3, P and in the part of Zone E situated east of Highway 347 and the meeting point of Highways 158 and 347 to the north bank of the St. Lawrence River ;

(c) in and around non-native establishments established in Zone K-3 ;

(d) in Zone L (Ile d'Anticosti Wildlife Sanctuary).

However, the use of snares is not permitted in parks and in other wildlife sanctuaries.



**8.** The hunting of fur-bearing animals by virtue of a trapping licence is permitted using traps only. However, loop nets and cages designed to trap an animal in the water by entanglement in nets are not considered as traps. Nevertheless, nets are permitted for seals.

The holder of a licence to trap fur-bearing animals may use a firearm to kill any animal, except beaver or muskrat, caught in a trap.

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O.C. 1461-80, (1980) 112 G.O.II, 2111

O.C. 3492-80, (1980) 112 G.O.II, 4573



c. C-61, r.37

## **Regulation respecting the use of snowmobiles and aeroplanes**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

- 1.** It is forbidden to travel with snowmobiles on the trampled paths of deer and moose, so as not to disturb these beasts in their winter quarters.
- 2.** It is forbidden to drive snowmobiles through herds of caribou, or to fly over a concentration of these animals in an aeroplane or helicopter.

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O.C. 923-63, (1963) 95 O.G., 2952  
O.C. 658-64, (1964) 96 O.G., 2101



c. C-61, r.38

## Regulation respecting the sale of certain fish

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I SALE OF DEAD FISH

**1.** It is prohibited to sell, offer or display for sale, purchase or trade in the following dead fish : speckled trout, rainbow trout, brown trout, Québec red trout, splake trout, anadromous speckled trout (sea trout), ouananiche, landlocked Atlantic salmon, smallmouth and largemouth bass; maskinonge and the following where caught by angling : anadromous Atlantic salmon, lake trout, black pike, walleye, northern and netted pike.

**2.** It is prohibited for any person to sell anadromous Atlantic salmon he has caught unless that salmon is caught under a commercial fishing licence.

**3.** It is prohibited to keep anadromous Atlantic salmon caught by any person, unless that salmon was caught under a commercial fishing licence or with a fishing line.

**4.** Section 1 shall not apply to the sale of sea trout for consumption purposes by the holder of a special permit issued therefor, and to rainbow trout imported into Québec or that come from a fish hatchery establishment in Québec.

### DIVISION II SALE OF LIVE FISH

**5.** It is prohibited to sell, offer for sale, exchange, purchase or trade in the following live fish : speckled trout, anadromous speckled trout (sea trout), grey trout, Québec red trout, brown trout, splake trout, rainbow trout, cut-throat trout, Atlantic salmon, ouananiche, smallmouth and largemouth bass and maskinonge, subject to the following provisions.

**6.** No person shall sell fish and fish eggs for restocking purposes unless he is the holder of a class 1 permit for the operation of a fish hatchery establishment who has firstly obtained a special permit issued free of charge upon written application therefor by the dealer in accordance with the form a copy of which appears in Schedule A.

The special permit, required for each sale, must indicate the species of fish and fish eggs, the number and size of the fish, the location of the body of water to be stocked, the name and address of the dealer and purchaser and date of transport and, in addition, it must accompany the fish and fish eggs transported.

**7.** No person shall sell speckled trout for breeding and stocking purposes unless he is the holder of a class 1 permit for the operation of a fish hatchery establishment.

**8.** The dealer contemplated in section 7 shall, in respect of each sale :

(a) complete a numbered invoice on which shall be indicated the name and address of the purchaser and dealer, the fish hatchery permit number, the location of the body of water to be stocked, the quantity, age and size of the speckled trout, the signature of the purchaser and dealer or their representatives, and also the date of transport ;

(b) give the original of the invoice to the purchaser and transmit a copy to the office of the Service de la faune in the district where the fish hatchery is located ; and

(c) retain a copy for purposes of verification by a representative of the Ministère du Loisir, de la Chasse et de la Pêche.

**9.** No person shall sell rainbow trout for consumption purposes unless he is the holder of a class 1 or class 2 permit for the operation of a fish hatchery establishment.

**10.** The dealer contemplated in section 9 shall, in respect of each sale :

(a) complete a numbered invoice on which shall be indicated the name and address of the purchaser and dealer, the fish hatchery permit number, the place where live rainbow trout shall be held or kept, the quantity, size and age of such rainbow trout, the signature of the purchaser and dealer or their representatives, and also the date of transport ;

(c) retain a copy for purposes of verification by a representative of the Ministère du Loisir, de la Chasse et de la Pêche.

**11.** The numbered invoice contemplated in paragraph *a* of sections 8 and 10, a copy of which appears in Schedule B, is furnished by the Ministère du Loisir, de la Chasse et de la Pêche.

### **DIVISION III SALE OR REARED SALMONID BY THE OPERATOR OF A CLASS 1 PISCICULTURAL ESTABLISHMENT**

**12.** In this Division, the expression “fish pond” means a stretch of water used for fishing with a line, exclusively containing reared salmonid, situated on private property, enclosed on all sides, so as to keep the fish captive, containing less than 10 hectares.

**13.** Notwithstanding section 1, the operator of a fish pond may sell to a fisherman the reared salmonid which the latter caught with a line in such pond with the operator's authorization.

**The operator contemplated in the first paragraph must :**

(a) be the holder of a owner's permit for a fish hatchery, category 1 ;

(b) provide each fisherman with an invoice indicating the name and address of the fisherman, the date, place, species and number of reared salmonid caught ; and

(c) ensure that the reared salmonid caught by the fisherman are dead upon the latter's departure and that the speckled trout thus caught have the tag furnished by the Department and which must remain attached to the fish up to the final destination. (Form G annexed hereto).

## DIVISION IV SALE OF BAIT FISH

**14.** No person shall sell live or dead bait fish unless he holds a permit to sell or catch bait fish for commercial purposes or a class 1 permit for the operation of a fish hatchery establishment.

**15.** In fishing zones B, C, E, F, G, H, J, K, L and M, no person shall sell bait fish unless, in addition to being the holder of one of the permits contemplated in section 14, he complies with the following formalities :

(a) gives to the purchaser a receipt indicating the name of the vendor, the name and address of the purchaser, the date and place of purchase, the species and quantity of bait fish purchased, the name of every place where the bait fish may be transported and utilized ; and

(b) post in a conspicuous place a list of the places where the bait fish which he sells may be utilized.

**16. Québec Fishery Regulations :** The permits contemplated in sections 4, 6, 7, 9, 12 and 14 and the fishing zones shall be determined by the Québec Fishery Regulations, (C.R.C., c. 852) enacted under the Fisheries Act (R.S.C., 1970, c. F-14).

## SCHEDULE A

(s. 6)

**GOUVERNEMENT DU QUÉBEC**

MINISTÈRE DU LOISIR, DE LA CHASSE ET DE  
LA PÊCHE

## DIRECTION GÉNÉRALE DE LA FAUNE

## Application for a permit for sale, transport and stocking of fish

(Please fill in this form with block letters)

**Dealer :** .....  
*fish hatchery name* ..... *fish hatchery permit* .....  
 .....  
**address**

To sell : .....  
species of fish                  number                  size

to be transported and stocked on or about . . . . .  
 . . . . . 19. . . in the waters hereafter described :

Name : .....  
lake, pond, stream, fish hatchery, aquarium

Location : . . . . .  
township, county

Status :    private ☐      under lease ☐      public ☐

**Purchaser :** . . . . .  
*name and address*

Transport executed by :  
dealer ☐ purchaser ☐ other . . . . .

Date . . . . . 19...

..... Signature .....

**N.B.** Use a form for each lake or stream and for each species of fish. Indicate correctly the name of the species of fish ; example : speckled trout, brown trout, etc.

**SCHEDULE B**

(s. 11)



MINISTÈRE DU LOISIR,  
DE LA CHASSE ET DE LA PÊCHE

Permit	Date
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☐ Permit for the sale of transportation of and stocking of live speckled trout eggs or to be used for stocking purpose.

☐ Permit for the sale of and transportation of live rainbow trout for human consumption.

**Dealer**

Name	Address	Permit
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**Purchaser**

Name	Address	Permit
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<b>LOCATION</b>	<b>Speckled trout</b>		
	Name of body of water		
	Lot	Range	Township
	County	Other details	
	<b>Rainbow trout</b>		
	Location where live rainbow trout will be held		

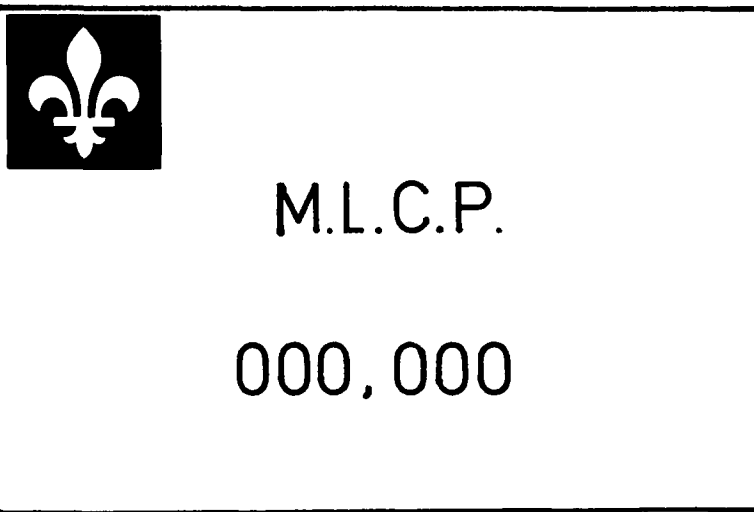
**Detail**

Quantity	Size	Price	Age
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Issued by \_\_\_\_\_

Received by \_\_\_\_\_

Deputy-Minister \_\_\_\_\_

**FORM G**  
(s. 13)

M.L.C.P.

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O.C. 3898-73, (1973) 105 O.G.II, 5785  
O.C. 2404-75, (1975) 107 O.G.II, 3109  
O.C. 3065-77, (1977) 109 O.G.II, 6785  
O.C. 512-78, (1978) 110 G.O., 1705  
O.C. 1587-79, (1979) 111 G.O., 5709  
O.C. 2517-81, (1981) 113 G.O.II, 3157



c. C-61, r.39

### **Regulation respecting the sale of game**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

- 1.** The sale or purchase of ruffed grouse, sharptail grouse, Hungarian partridge, spruce grouse and ptarmigan meat are prohibited, including the serving of such meat in restaurants or hotel establishments.
- 2.** All edible game, the sale, marketing or keeping of which for selling purposes is not prohibited, which was trapped or killed legally, or any piece of this game, may be purchased or sold, from and after the third day following the opening of the game season, and for 15 days from and after the expiry of the time fixed by the regulations for the hunting of the latter, and, after the time fixed in this section, the purchase, sale, display for selling purposes and keeping of any such game is prohibited.



c. C-61, r.40

**Regulation respecting the sale of  
ptarmigans and European partridges**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The buying, selling or exposing for selling purposes of ptarmigans, also known as white partridges, as well as of European partridges equally known under the name of Hungarian partridges is forbidden.





c. C-61, r.41

## Regulation respecting hunting zones

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 82)

**1. Zone A-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from the meeting of the southwestern extremity of pont Pierre-Laporte with the western limit of the right of way of the junction of pont Pierre-Laporte with Highway 20 ; thence southwesterly, following the said western limit of the said right of way to its meeting with the northern limit of the right of way of Highway 20 ; thence southwesterly following the said northern limit of the said right of way of Highway 20 to its meeting with the western limit of the right of way of Highway 139 ; thence southwesterly following the said western limit of the said right of way of Highway 139 to its meeting with the northern limit of the right of way of the Eastern Townships Highway ; thence southwesterly following the said northern limit of the said right of way of the Eastern Townships Highway (10) to its meeting with the left bank of the rivière Yamaska ; thence northeasterly the said left bank of the rivière Yamaska to the northern limit of the counties bordering the south bank of the fleuve Saint-Laurent ; thence northeasterly following the said northern limit of the counties bordering the south bank of the fleuve Saint-Laurent to the western limit of the pont Pierre-Laporte ; thence southerly following the western limit of the pont Pierre-Laporte to the starting point.

**2. Zone A-2 :** That part of Québec the perimeter of which may be described as follows :

Starting at a point on the fleuve Saint-Laurent at the intersection of the prolongation north of the western limit of the right of way of Highway 173 and the northern limit of the counties bordering the south bank of the said river ; thence in a general southerly direction, following the prolongation north of the western limit of the right of way of Highway 173 and the western limit of the Highway itself, to its meeting with the northern limit of the right of way of Highway 112 at Vallée-Jonction ; thence southwesterly following the northern limit of the right of way of Highway 112 to its intersection with the western limit of the right of way of Highway 225 near Bishopton ; thence in a general northwesterly direction following the western limit of the right of way of Highway 255 to its intersection with the southern limit of the right of way of Highway 116

at Danville ; thence southwesterly following the said southern limit of the right of way of Highway 116 to its intersection with the southern limit of the right of way of Highway 243 at Richmond ; thence southwesterly following the southern and eastern limits of the right of way of Highway 243 to its intersection with the northern limit of the right of way of Highway 10 south of Waterloo ; thence northwesterly following the northern limit of the right of way of Highway 10 to its intersection with the western limit of the right of way of Highway 139 south of Granby ; thence northeasterly following the said western limit of the right of way of Highway 139 to its meeting with the northern limit of the right of way of Highway 20 ; thence northeasterly following the said northern limit of the right of way of Highway 20 to its intersection with the western limit of the right of way of the junction of the pont Pierre-Laporte, thence northerly following the western limit of the right of way of the junction of the pont Pierre-Laporte and from the bridge itself to the northern limit of the counties bordering the south bank of the fleuve Saint-Laurent ; thence northeasterly following the northern limit of the counties bordering the south bank of the fleuve Saint-Laurent to the starting point.

**3. Zone A-3 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the right bank of the rivière aux Cerises with the northern limit of the right of way of Highway 10, near Magog ; thence southerly following the right bank of rivière aux Cerises to its meeting with the north shore of the lac Memphrémagog ; thence in a general southwesterly direction, following the north and west shores of the lac Memphrémagog to the Canada — United States border ; thence westerly following the said Canada — United States border to its meeting with the left bank of the rivière Richelieu ; thence northerly following the said left bank of the rivière Richelieu to its meeting with the northern limit of the right of way of Highway 10 ; thence easterly following the said northern limit of the right of way of Highway 10 to the starting point.

**4. Zone A-4 :** That part of Québec the perimeter of which may be described as follows :

Starting from the meeting point of the left bank of the rivière Richelieu with the Canada — United States border ; thence westerly following the Canada — United States border to its meeting with the northern limit of the counties bordering the south bank of the fleuve Saint-

Laurent ; thence northeasterly following the said northern limit of the counties situated south of the fleuve Saint-Laurent and lac Saint-François to the southern limit of the Canadian National Railway Bridge which spans the fleuve Saint-Laurent at Soulanges-Station ; thence southeasterly, following the southwestern limit of the said bridge and the southern limit of the right of way of the said railway extending from Soulanges-Station to Cantic to its meeting with the left bank of the rivière Richelieu, east of Cantic ; thence southwesterly following the left bank of the rivière Richelieu to the starting point.

**5. Zone B-2 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated in the fleuve Saint-Laurent at the meeting point of the extension to the north of the western limit of the right of way of Highway 283 with the northern limit of the counties bordering the southern bank of the said river ; thence following, in a general southeasterly direction, the extension to the north of the western limit of the right of way of Highway 283 and the western limit of the right of way of the said highway then the western limit of the right of way of Highway 204 to the southern limit of the right of way of the Daaquam customs road and from there, the said southern limit to its meeting with the Canada — United States border ; thence in a general southwesterly and westerly direction, following the said Canada — United States border to its meeting with the western limit of Highway 253 ; thence northerly, following the western limit of the right of way of the said highway to its meeting with the northern limit of the right of way of Highway 112 near East-Angus ; thence northeasterly, following the northern limit of the right of way of Highway 112 to its meeting with the western limit of the right of way of Highway 173 at Vallée-Jonction ; thence northerly, following the western limit of the right of way of Highway 173 and the extension to the north of the western limit of this right of way to its meeting with the northern limit of the counties bordering the southern bank of the fleuve Saint-Laurent ; thence northeasterly, following the northern limit of the counties bordering the southern bank of the fleuve Saint-Laurent to the starting point.

**6. Zone B-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the western limit of the right of way of Highway 253 with the Canada — United States border ; thence westerly following the said border to its meeting with the west shore of the lac Memphrémagog ; thence in a general northerly direction following the west and north shores of the lac Memphrémagog to the meeting of the north shore of the said

lake with the right bank of the rivière aux Cerises ; thence northerly following the right bank of the rivière aux Cerises to its meeting with the northern limit of the right of way of Highway 10 near Magog ; thence westerly following the northern limit of Highway 10 to its meeting with the eastern limit of the right of way of Highway 243 south of Waterloo ; thence northerly then northeasterly following the easterly and southerly limits of the right of way of Highway 243 to the latter's intersection with the southern limit of the right of way of Highway 116 at Richmond ; thence northeasterly following the southern limit of the right of way of Highway 116 to its intersection with the western limit of the right of way of Highway 255 at Danville ; thence southeasterly following the western limit of the right of way of Highway 255 to its meeting with the northern limit of the right of way of Highway 112 near Bishopton ; thence southwesterly following the northern limit of the right of way of the said Highway to its meeting with the western limit of the right of way of Highway 253 at East-Angus ; thence southerly following the western limit of the right of way of the said Highway to the starting point.

**7. Zone C :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the western limit of the right of way of Highway 132 with the Québec — New-Brunswick border ; thence following, in a general southwesterly direction, the Québec — New-Brunswick border then the Canada — United States border to its meeting with the southern limit of the right of way of the Daaquam customs road ; thence northwesterly, following the southern limit of the right of way of the Daaquam customs road to its meeting with the western limit of the right of way of Highway 204, then the western limit of the right of way of Highway 283 and the extension to the north of the said limit of the right of way of Highway 283 to its meeting with the northern limit of the counties bordering the southern bank of the fleuve Saint-Laurent ; thence northeasterly, following the northern limit of the counties bordering the southern bank of the fleuve Saint-Laurent to its meeting with the extension to the north of the western limit of the right of way of Highway 132 ; thence in a general southeasterly direction, following the extension to the north of the western limit of the right of way of Highway 132 and the western limit of the right of way of the said highway to the starting point.

**8. Zone D :** That part of Québec comprised in Gaspésie, that is to say the territory situated east of the western limit of the right of way of the part of Highway 132 proceeding from the Québec — New Brunswick border (at Matapédia) to Sainte-Flavie, and of the prolongation north of the

said western limit of the right of way of the said part of Highway 132.

**9. Zone E :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the junction of the left bank of the rivière Rouge with the left bank of the rivière des Outaouais ; thence following the left bank of the rivière Rouge to its meeting with the northern limit of the right of way of Highway 148 ; thence easterly following the northern limit of the right of way of Highway 148 to its meeting with the northern limit of the right of way of Highway 158 ; thence northeasterly following the northern limit of the right of way of Highway 158 to its meeting with the northern limit of the right of way of the Canadian National Railway at Joliette ; thence northeasterly following the northern limit of the right of way of the said railway to its meeting with the western limit of the right of way of Highway 159 at Saint-Tite de Champlain ; thence in a general southeasterly direction following the southwesterly then southeasterly, then southwesterly limits of the right of way of Highway 159 and its prolongation to the south to its meeting with the southern limit of the counties bordering the north bank of the fleuve Saint-Laurent ; thence in a general southwesterly direction following the southern limit of the counties bordering the north bank of the fleuve Saint-Laurent to its meeting with the prolongation north of the left bank of the rivière Yamaska on lac Saint-Pierre ; thence in a general southerly direction following the prolongation north of the left bank of the rivière Yamaska and the left bank of the rivière Yamaska to its meeting with the northern limit of the right of way of Highway 10 ; thence westerly following the northern limit of the right of way of Highway 10 to its meeting with the left bank of the rivière Richelieu ; thence southerly following the left bank of the rivière Richelieu to its meeting with the northern limit of the right of way of the Canadian National Railway east of Cantic ; thence northwesterly following the northern limit of the right of way of the Canadian National Railway to its meeting with the northern limit of the County of Beauharnois in lac Saint-François, thence southwesterly following the northern limit in lac Saint-François, from the County of Beauharnois and the County of Huntingdon to the Québec — Ontario border, at the southwestern limit of the County of Soulanges ; thence northwesterly then northeasterly following the Québec — Ontario border to the west of the counties of Vaudreuil et de Soulanges, then northwesterly, following the Québec — Ontario border on the rivière des Outaouais to its meeting with the prolongation south of the left bank of the rivière Rouge ; thence northerly following the prolongation south of the left bank of the rivière Rouge to the starting point.

**10. Zone F-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the left bank of rivière Rouge with the northern limit of the right of way of Highway 148 ; thence in a general northeasterly direction, following the said northern limit, then the northern limit of the right of way of Highway 158 and the northern limit of the right of way of the Canadian National Railway to the western limit of the right of way of Highway 347 southeast of Saint-Norbert ; thence in a general northwesterly direction, following the said western limit to the left bank of rivière L'Assomption at Saint-Côme, then the said left bank to the southern boundary of the parc du Mont-Tremblant, then the southeastern limit of the left bank of rivière Du Diable, thence southerly, following the said left bank and the left bank of rivière Rouge to the starting point.

**11. Zone F-2 :** That part of Québec situated north of the rivière des Outaouais, the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the prolongation south of the left bank of the rivière Rouge with the Québec — Ontario border on the rivière des Outaouais ; thence in a general southwesterly direction following the said Québec — Ontario border to its meeting with the prolongation south of the eastern limit of the right of way of Highway 105 at Hull ; thence in a general northerly direction following the prolongation south of the eastern limit of the right of way of Highway 105 and the eastern limit of the right of way of the said highway to Highway 117 ; thence southeasterly following the southern limit of the right of way of Highway 117 to its meeting with the left bank of the rivière Du Diable ; thence southerly following the left bank of the rivière Du Diable to its meeting with the left bank of the rivière Rouge ; thence southerly following the left bank of the rivière Du Diable and its prolongation to the south to the starting point.

**12. Zone F-3 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the southeastern limit of La Vérendrye Sanctuary with the southern limit of the right of way of Highway 117 ; thence southeasterly, following the said southern limit of the left bank of rivière Du Diable ; thence in a general northerly direction, following the said left bank to the southern limit of the parc du Mont-Tremblant ; thence in a general northwesterly direction, that southern boundary, then the southwestern limit of the said park, the western limit of the Rouge-Mattawin Wildlife Sanctuary to the southeastern limit of the Maison-de-Pierre Controlled Zone ; thence southwesterly, then in a general northwesterly direction,

following the said southeastern, southern and southwestern limits of the said Controlled Zone to the right bank of rivière Kiamika ; thence northwesterly and southwesterly, following the said right bank to the west shore of lac Kiamika ; thence southwesterly, following the said west shore to the right bank of the effluent of lac des Cornes ; thence northwesterly, following the said right bank to the south shore of lac des Cornes, then the south shore of the said lake to the western limit of the road which runs west of lac des Cornes ; thence southwesterly, following the said western limit to the western limit, at Val-Viger, of the right of way of the road which runs north-south ; thence northwesterly, following the said western limit to the southern limit of the right of way of the road joining Poissant to Highway 309, then the said southern limit to the western limit of the right of way of Highway 309 ; thence northerly, following the said western limit, then the western limit of the right of way of the road joining Sainte-Anne-du-Lac to Desserte-du-Lac-d'Argent along the west of lac Tapani to the southern limit of the Mitchinaméus Controlled Zone ; thence in a general westerly, northerly and westerly direction, following the said southern limit, then the southern limit of Le Sueur Controlled Zone, the eastern and northern limits of the Petawaga Controlled Zone, to the eastern limit of the La Vérendrye Sanctuary, thence in a general southerly direction, following the said limit to the starting point.

**13. Zone F-4 :** That part of Québec situated north of the rivière des Outaouais, the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the southern limit of the right-of-way of Highway 117 with the south gate of parc de La Vérendrye ; thence in a general southeasterly direction, following the said southern limit of the right-of-way of Highway 117 until it meets the eastern limit of the right-of-way of Highway 105 ; thence in a general southerly direction, following the said eastern limit of the right-of-way of Highway 105 and its prolongation to the south until it meets the Québec — Ontario border on the rivière des Outaouais ; thence in a general north-westerly direction, following the Québec — Ontario border on the rivière des Outaouais until it meets the left bank of ruisseau Boom and the rivière des Outaouais ; thence northeasterly, following the left bank of ruisseau Boom until it meets the left bank of the effluent of lac Blond ; thence northerly, following the left bank of the effluent of lac Blond ; the east shore of lac Blond ; the left bank of the tributary of the said lake ; the east shore of the lake situated north of lac Blond ; the left bank of the tributary of the said lake to the southern limit of the right-of-way of the road running north of the said lake ; thence in a general southeasterly then northeasterly direction, following the southern and eastern limits of the said road run-

ning near the following lakes : La Truite, Hogan, Saint-Patrice, Corrigan, de l'Isle-Dieu, Petitot, to the north end of the last lake mentioned ; thence southerly, to the north shore of lac Petitot ; thence in a general southeasterly direction, following the east shore of lac Petitot ; along the left bank of the effluent of lac Petitot and its prolongation until it meets the left bank of the rivière Noire ; thence in a general southeasterly direction, following the left bank of rivière Noire to its east end in the township of Brie ; thence easterly to the meeting of the left bank of the effluent of lac Duval with the right bank of rivière Coulonge ; thence northwesterly, following the right bank of rivière Coulonge until it meets the left bank of rivière Corneille ; thence in a general northeasterly direction, following the left bank of rivière Corneille to its point closest to Road 14 or the Canadian International Paper Company (Catfish Road) ; thence following a straight line to the west end of the southern limit of the right-of-way of the said road ; thence easterly, following the southern limit of the right-of-way of the said road to the southern limit of parc de La Vérendrye ; thence in a general southeasterly then northeasterly direction, following the southern limit of parc de La Vérendrye back to the starting point.

This zone also comprises that part of the territory of the Bras-Coupé-Désert Controlled Zone situated north of Road 13 of the International Paper Company which joins the southern limit of La Vérendrye Reserve to rivière Corneille, and which runs north of lac Rond and south of lac Gagamo and lac Gale.

**14. Zone G :** That part of Québec situated north of the fleuve Saint-Laurent, the perimeter of which may be described as follows :

Starting from the intersection of the southern limit of the counties bordering the north bank of the fleuve Saint-Laurent with the prolongation south of the western limit of the right of way of Highway 159 ; thence in a general northwesterly, then southwesterly, then northwesterly direction, following the southwestern limit, then southeasterly, then southwesterly of the right of way of Highway 159 to its meeting with the southern limit of the right of way of the Canadian National Railway north of Saint-Tite ; thence northeasterly following the southern limit of the right of way of the said railway to its meeting with the western limit of the Portneuf Reserve ; thence northerly, easterly and southerly following the western, northern and southern limits of the Portneuf Reserve to the meeting of the latter with the right bank of the rivière Batiscan ; thence northeasterly following the right bank of the rivière Batiscan to the western limit of the parc des Laurentides ; thence northerly following the western limit of the parc des Laurentides to the meeting point of the left bank of the rivière Métabetchouan with the southern limit of the en-

largement of the township of Dequen ; thence northerly, following the left bank of the rivière Métabetchouan to the south shore of lac Saint-Jean ; thence southeasterly following the south shore of lac Saint-Jean to its meeting with the left bank of the rivière Saguenay ; thence southeasterly following the left bank of the rivière Saguenay to its meeting with the southern limit of the counties bordering the north bank of the fleuve Saint-Laurent ; thence southwesterly following the southern limit of the counties bordering the north bank of the fleuve Saint-Laurent to the starting point.

**15. Zone H-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the left bank of rivière Manouane with the southern limit of the right of way of the Canadian National Railway west of Sanmaur ; thence southeasterly, following the said southern limit to the right bank of rivière Saint-Maurice west of Duplessis ; thence northeasterly and southeasterly, following the said right bank to the left bank of rivière Trenché ; thence northerly, following the said left bank to the left bank of rivière Raimbault ; thence northerly, following the said left bank to the southern limit of the Chibougamau Sanctuary ; thence easterly and northeasterly, following the southern and southeastern limits of the said sanctuary to the right bank of rivière Chamouchouane ; thence southeasterly, following the said right bank, then the southwest shore of lac Saint-Jean to the left bank of rivière Métabetchouan ; thence southerly, following the said left bank to the western limit of the parc des Laurentides, then the said western limit to the right bank of rivière Batiscan ; thence southwesterly, following the said right bank to the northern limit of the Portneuf Sanctuary in the township of La Salle ; thence northwesterly, southwesterly and southeasterly, following the northern, western and southern limits of the said sanctuary to the western limit of the right of way of the Canadian National Railway in the township of Bois ; thence southerly, following the said western limit to the southern limit of the right of way of the Canadian National Railway which goes from Rivière-à-Pierre to Saint-Tite ; thence southwesterly, following the said southern limit to the western limit of the right of way of Highway 347 southeast of Saint-Norbert ; thence in a general northwesterly direction, following the said western limit to the left bank of rivière L'Assomption at Saint-Côme, then the said left river bank to the southern limit of the parc du Mont-Tremblant ; thence in a general southwesterly and northeasterly direction, the southern and western limits of the said park, the western boundary of the Rouge-Mattawin Wildlife Sanctuary to the southeastern limit of the Maison-de-Pierre Controlled Zone ; thence southwesterly, and then in a general northwesterly direction, following the said southeastern, southern and

western limits of the said Controlled Zone to the right bank of the rivière Kiamika ; thence northwesterly and southwesterly following the said right bank to the west shore of lac Kiamika ; thence southwesterly, following the said west shore to the right bank of the effluent of lac des Cornes ; thence northwesterly, following the said right bank to the south shore of lac des Cornes, then the south shore of the said lake to the western limit of the road which runs west of lac des Cornes ; thence southwesterly, following the said western limit to the western limit, at Val-Viger, of the right of way of the road which runs north-south ; thence northwesterly, following the said western limit to the southern limit of the right of way of the road joining Poissant with Highway 309, then the said southern limit to the western limit of the right of way of Highway 309 ; thence northerly, following the said western limit, then the western limit of the right of way of the road joining Sainte-Anne-du-Lac to Desserte-du-Lac-d'Argent, along the west of lac Tapani, to the southern limit of the Mitchinaméus Controlled Zone ; thence in a general western, northern, northeastern and eastern direction, following the said southern limit, then the southern, western and northern limits of Le Sueur Controlled Zone ; the northern limit of the Mitchinaméus Controlled Zone and the northern limit of the Normandie Controlled Zone to its northern extremity ; thence northeasterly, following a straight line to the most northern point of the north shore of baie Oboaca ; thence in a general eastern, northeastern and northern direction, following the said north shore, then the north shore of lac Kempt, the left bank of the effluent of lac Kempt, the north shore of lac Manouane, the left bank of rivière Manouane, the west shore of lac Châteauvert and the left bank of Manouane to the starting point.

**16. Zone H-2 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the eastern limit of the right of way of Highway 117 with the northern limit of La Vérendrye Sanctuary ; thence in a general southeasterly direction, following the said northern and eastern limits of the said sanctuary to the northern limit of the Petawaga Controlled Zone ; thence in a general northeasterly and easterly direction, following the said northern limit, then the northwestern and northern limits of Le Sueur Controlled Zone the northern limit of the Mitchinaméus Controlled Zone and the northern limit of the Normandie Controlled Zone to its northeastern extremity ; thence northeasterly, following a straight line to the most northern point of the north shore of baie Oboaca ; thence in a general easterly, northeasterly and northerly direction, following the said north shore, then the north shore of lac Kempt, the left bank of the effluent of lac Kempt, the north shore of lac Manouane, the left

bank of rivière Manouane, the west shore of lac Châteauvert and the left bank of rivière Manouane, the left bank of rivière Manouane to the southern limit of the Canadian National Railway west of Sanmaur; thence northwesterly, following the said southern limit to the eastern limit of the right of way of Highway 113; thence southerly, following the said eastern limit, then the eastern limit of the right of way of Highway 117 to the starting point.

**17. Zone J-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the Québec — Ontario border on the rivière des Outaouais with the left bank of rivière Dumoine; thence northerly, following the left bank of rivière Dumoine until it meets the east shore of lac Dumoine; thence northerly, following the east shore of lac Dumoine until it meets the southern limit of parc de La Vérendrye; thence easterly and southeasterly, following the southern limit of parc de La Vérendrye until it meets the southern limit of the right-of-way of Road 14 of the Canadian International Paper Company; thence westerly following the southern limit of the right-of-way of the said road to its point nearest to the left bank of rivière Corneille; thence following a straight line from the said point to the left bank of rivière Corneille; thence in a general southerly direction, following the left bank of rivière Corneille until it meets the right bank of rivière Coulonge; thence southeasterly, following the right bank of rivière Coulonge until it meets the left bank of the effluent of lac Duval; thence westerly to the left bank of rivière Noire; thence in a general northwesterly direction following the left bank of rivière Noire and its prolongation until it meets the left bank of the effluent of lac Petitot, then in a general northwesterly direction to the east end of lac Petitot; thence following the north shore of the said lake to its north end; thence northwesterly, following the left bank of the tributary of lac Petitot to the road running near lacs l'Île-Dieu, Corrigan, Saint-Patrice, Hogan and La Truite, until it meets the left bank of the tributary of the lake situated north of lac Blond, a point whose U.T.M. coordinates are 5 133 300 m N and 304 400 m E; thence southerly, following the left bank of the said tributary, the east shore of the said lake, the left bank of the tributary of lac Blond, the east shore of lac Blond, the left bank of the effluent of lac Blond until it meets the left bank of ruisseau Boom; thence in a general southwesterly direction, following the left bank of the said stream until it meets the left bank of the rivière des Outaouais; thence northwesterly, following the said bank back to the starting point.

This zone excludes that part of territory of the Bras-Coupé-Désert Controlled Zone situated to the north of Road 13 of the International Paper Company which joins the southern limit of parc de La Vérendrye to rivière Cor-

neille, and which runs north of lac Rond and south of lac Gagamo and lac Gale.

**18. Zone J-2 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the Québec — Ontario Interprovincial Border with the limit between the counties of Témiscamingue and Rouyn-Noranda; thence easterly following the line between the counties of Témiscamingue and Rouyn-Noranda to its meeting with the western limit of parc de La Vérendrye; thence northerly following the western limit of parc de La Vérendrye; then easterly, following the northern limit of the said park, then southeasterly, southerly and southeasterly, following the eastern limit of the said park, then southwesterly, northwesterly and westerly, following the southern limit of the said park to its meeting with the east shore of lac Dumoine; thence southerly following the east shore of lac Dumoine; the left bank of rivière Dumoine to its meeting with the Québec — Ontario border on the rivière des Outaouais; thence northwesterly following the said Québec — Ontario border on the rivière des Outaouais, on lac Témiscamingue and north of the said lake to the starting point.

**19. Zone J-3 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the Québec — Ontario Interprovincial border with the southern limit of the right of way of the Canadian National Railway west of La Reine, county of Abitibi-Ouest; thence southeasterly following the southern limit of the right of way of the Canadian National Railway to its meeting with the eastern limit of the right of way of Highway 113 at Senneterre; thence southerly following the eastern limit of the right of way of Highways 113 and 117 to its meeting with the northern limit of parc de La Vérendrye; thence westerly then southerly then westerly following the northern limit of the said park to its meeting with the line between the counties of Rouyn-Noranda and Témiscamingue; thence westerly following the line between the counties of Rouyn-Noranda and Témiscamingue to the Québec — Ontario Interprovincial border; thence northerly following the said border to the starting point.

**20. Zone K-1 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the Québec — Ontario border with the southern limit of the township of Massicotte; thence easterly following the southern limit of the townships of Massicotte, La Peltrie, Lanouillier, Gaudet, Fénelon, Subercase, Grasset, La Pérouse and Corbière to the west shore of lac Matagami; thence in a

general southeasterly direction, the west shore of lac Matagami, the left bank of rivière Bell (by the northeast shore of île Canica) to the northern limit of the township of Comtois ; thence easterly following the northern limit of the township of Quévillon to the western limit of the right of way of Highway 113 ; thence southerly following the western limit of the right of way of Highway 113 to its meeting with the southern limit of the right of way of the Canadian National Railway at Senneterre ; thence northwesterly following the southern limit of the right of way of the said railway to its meeting with the Québec — Ontario border close to La Reine ; thence northerly the said border to the starting point.

**21. Zone K-2 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the western limit of the right of way of Highway 113 with the northern limit of the township of Quévillon ; thence easterly following the northern limit of the townships of Quévillon, Verneuil, Wilson, Ralleau, Effiat, Carpiquet, Urban, the western limit of the township of Belmont, the northern limit of the townships of Belmont, L'Espinay, Bressani, Chambalon, Beaucours and Feuquières to the watershed of the river basins emptying into the fleuve Saint Laurent and the river basins emptying into Baie James ; thence northeasterly following the said watershed to the parallel of latitude 50° ; thence easterly following the said parallel to its meeting with the eastern limit of the Chibougamau Reserve ; thence southeasterly following the eastern limit of the Chibougamau Reserve ; thence southwesterly and westerly following the southern limit of the said reserve to its meeting with the left bank of rivière Raimbault ; thence in a general southerly direction following the left bank of the rivière Raimbault to its meeting with the left bank of the rivière Trenche ; thence southerly following the left bank of the rivière Trenche to its meeting with the left bank of the rivière Saint-Maurice ; thence northwesterly then southwesterly following the left bank of the rivière Saint-Maurice to its meeting with the southern limit of the right of way of the Canadian National Railway at Duplessis ; thence northwesterly following the southern limit of the right of way of the Canadian National Railway to its meeting with the western limit of the right of way of Highway 113 at Senneterre ; thence northerly following the western limit of the right of way of Highway 113 to the starting point.

**22. Zone K-3 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the Québec — Ontario border with the southern limit of the township of Massicotte ; thence easterly following the southern

limit of the townships of Massicotte, La Peltrie, Lanouillier, Gaudet, Fénelon, Subercase, Grasset, La Pérouse and Corbière to the west shore of lac Matagami ; thence in a general southeasterly direction, the west shore of lac Matagami, the left bank of rivière Bell (by the northeast shore of île Canica) to the northern limit of the township of Comtois ; thence easterly following the northern limit of the townships of Quévillon, Verneuil, Wilson, Ralleau, Effiat, Carpiquet, Urban, the western limit of the township of Belmont, the northern limit of the townships of Belmont, L'Espinay, Bressani, Chambalon, Beaucours and Feuquières to the watershed of the river basins emptying into the fleuve Saint-Laurent and the river basins emptying into Baie James ; thence northeasterly following the said watershed to the parallel of latitude 50° ; thence westerly following the said parallel of latitude to its meeting with the Québec — Ontario border ; thence southerly following the said border to the starting point.

**23. Zone L :** Zone L includes Île d'Anticosti.

**24. Zone M :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the 50° parallel of latitude with the northern bank of fleuve Saint-Laurent ; thence in a general southwesterly direction, following the said northern bank to the left bank of rivière Saguenay ; thence in a general westerly direction, following the said left bank to the center of the Hydro-Québec power line in the township of Simard ; thence in a general northeasterly direction, following the centre of the said line through the townships of Simard, Falardeau, Gagné, Chastelain, Garreau and the undivided lands north of the township of Garreau to the left bank of rivière aux Sables ; thence northerly, following the said left bank (by the west shore of lac Brazza and lac Itomamo) to the Pipmuacan reservoir, and from there, crossing the Pipmuacan reservoir following the shortest line to the right bank of rivière aux Hirondelles (Judith) then the said right bank to the 50° parallel of latitude ; thence easterly, following the said parallel to the starting point.

**25. Zone N :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the 50° parallel of latitude with the eastern limit of the Chibougamau Sanctuary ; thence in a general southeasterly direction, following the said eastern limit, then the right bank of rivière Chamouchouane, the south shore of lac Saint-Jean to the left bank of rivière Saguenay, and the said left bank to the centre of the Hydro-Québec power line in the township of Simard ; thence in a general northeasterly direction, following the centre of the said line through the

townships of Simard, Falardeau, Gagné, Chastelain, Garreau and the undivided lands north of the township of Garreau to the left bank of rivière aux Sables ; thence northerly, following the said left bank (by the west shore of lac Brazza and lac Itomamo) to the Pipmuacan reservoir, and from there, crossing the Pipmuacan reservoir following the shortest line to the right bank of rivière aux Hirondelles (Judith), then the said right bank to the 50° parallel of latitude ; thence westerly, following the said parallel to the starting point.

**26. Zone O-1 :** That part of Québec the perimeter of which may be described as follows :

The territory situated north of the parallel of latitude 50° ; east and south of the watershed of the river basins emptying into the fleuve Saint-Laurent and the river basins emptying into the James, Hudson and Ungava bays.

**27. Zone O-2 :** That part of Québec the perimeter of which may be described as follows :

The territory situated north of the parallel of latitude 50° west of the watershed of the river basins emptying into the fleuve Saint-Laurent and the river basins emptying into the James, Hudson and Ungava bays, and west of the meridian of longitude 71°.

**28. Zone O-3 :** That part of Québec the perimeter of which may be described as follows :

The territory situated north of the watershed of the river basins emptying into the fleuve Saint-Laurent and the river basins emptying into the James, Hudson and Ungava bays and east of the meridian of longitude 71° saving and excepting therefrom the territory of Zone O-4.

**29. Zone O-4 :** That part of Québec the perimeter of which may be described as follows :

Starting from a point situated at the meeting of the left shore of lac Manereuille and of the left bank of rivière La Baleine ; thence in a general northwesterly direction following the left bank of the said river to the north shore of lac Ninawawe, skirting by the west the shore of lac Jean-nin ; thence in a general easterly direction following the north shore of lac Ninawawe, the north bank of the effluent of lac Guérard, the north shore of the lakes situated between lac Guérard and lac Coiffier, northeasterly, a line joining the eastern extremity of lac Coiffier to the mouth of ruisseau Slippery on rivière George, the north bank of ruisseau Slippery and the north shore of the first lake formed by the enlargement of the said brook, thence southeasterly a line joining the north shore of the first lake formed by the enlargement of ruisseau Slippery and the south shore of lac Brisson ; thence southwesterly a line

joining the south shore of lac Brisson to a point on the rivière De Pas where the said river running from the south to the north changes direction to run from the west to the east ; thence in a general southerly direction, following the right bank of rivière De Pas to a westerly line joining the right bank of rivière De Pas to the starting point.

**30. Zone P :** Zone P includes the Îles-de-la-Madeleine.

Islands, islets and sandbanks are part of the same zones as the counties in which such zones are situated.

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- O.C. 2399-75, (1975) 107 O.G.II, 3079  
 O.C. 2289-76, (1976) 108 O.G.II, 4623  
 O.C. 1696-77, (1977) 109 O.G.II, 3301  
 O.C. 1466-80, (1980) 112 G.O.II, 2503  
 O.C. 1800-80, (1980) 112 G.O.II, 2621  
 O.C. 869-81, (1981) 113 G.O.II, 1105  
 O.C. 2812-81, (1981) 113 G.O.II, 3244





c. C-61, r.42

## Regulation respecting the land zones registered for purposes of hunting fur-bearing animals

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I TERRITORIAL DESCRIPTION

**1.** The land zones registered for purposes of hunting fur-bearing animals are described as follows :

(a) a zone containing 23 475 square miles in the west of Québec and bounded as follows :

Starting at the point of intersection of the north line of the township of Boivin with the Québec-Ontario border and successively passing by the following lines of demarcation : the north line of the townships of Boivin and Paradis, the east line of the township of Paradis, the north line of the township of Lavergne, the east line of the township of Lavergne to the parallel of latitude 49°00' ; thence, easterly to meridian 76°30' ; thence, southerly by meridian 76°30' to the Canadian National Railway near Paradis Station ; thence, easterly following the Canadian National Railway line to the east boundary of the county of Abitibi-est near Parent ; thence, southerly to the east boundary of the county of Abitibi-est to the north boundary of the county of Laviolette ; thence, westerly following the south line of the townships of Landry, David, Choquette and Gosselin ; thence, northerly following the west line of the township of Gosselin to the south line of the township of Radisson ; thence, westerly following the south line of the townships of Radisson, Chouart, Festubert, Lens and Vimy to meridian 76°30' ; thence, northerly following meridian 76°30' to the parallel of latitude 48°00' ; thence, westerly following the parallel of latitude 48°00' to a point of longitude 78°27' ; thence, southerly follow-longitude 78°27' to the parallel of latitude 47°00' ; thence, easterly following the parallel of latitude 47°00' to meridian 76°30' ; thence, northerly to the parallel of latitude 47°30' ; thence, easterly following the parallel of latitude 47°30' to the northeast line of the township of Devine ; thence, southeasterly following the northeast line of the townships of Devine and Aux to the east line of the township of Aux ; thence, southerly following the east line of the townships of Aux, Harris, Charbonnel, Bourbonnais, Limousin, Maine, Angoumois and Béliveau to the north line of the township of Church ; thence, westerly following the north

line of the township of Church to the west line of the township of Church ; thence, southerly following the west line of the townships of Church, Dorion and Alleyn to the parallel of latitude 46°00' ; thence, westerly, following the parallel of latitude 46°00' to the Québec-Ontario border ; thence, northwesterly and northerly, following the line of the Québec-Ontario border to the north line of the township of Boivin ;

(b) a zone containing 4 025 square miles in the county of Saguenay and bounded as follows :

Bounded northwesterly by the Roberval and Bersimis beaver reserves ; northeasterly by the Bersimis beaver reserve ; southeasterly by the St. Lawrence River ; southwesterly by the north bank of the Saguenay River and westerly by the meridian 70°40'.

### DIVISION II REGULATION

**2.** A fur-bearing animal trapping licence for the land zones registered for purposes of hunting fur-bearing animals must be held in order to hunt fur-bearing animals in the land zones registered for purposes of hunting fur-bearing animals.

**3.** Every holder of a lease for the hunting of fur-bearing animals must forward annually to the Minister of Recreation, Fish and Game a detailed report of the number of fur-bearing animals captured and an inventory of the beaver population on the territory which is the subject of the lease.

**4.** A holder of a lease for the hunting of fur-bearing animals must capture at least 75% of the quota of beavers fixed annually in accordance with the standards established in Schedule 1.

#### SCHEDULE 1

(s. 4)

<i>Density of beaver colonies per area unit</i>	<i>Quota</i>
Less than 2 colonies/25 km <sup>2</sup>	0 beavers
2 — 6 colonies/25 km <sup>2</sup>	1 beaver/colony
6 — 10 colonies/25 km <sup>2</sup>	1,5 beavers/colony
More than 10 colonies/25 km <sup>2</sup>	2 beavers/colony

O.C. 1617-76, (1976) 108 O.G. II, 3069

O.C. 1967-76, (1976) 108 O.G. II, 3859

O.C. 1064-81, (1981) 113 G.O. II, 1353



c. C-61, r.43

## Regulation respecting the Assinica, James Bay and Grand Nord reserves

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territories, whose plans appear in Schedules A, B and C hereto, constitute the Assinica, James Bay and Grand Nord reserves.

(a) **Assinica Reserve** : The Assinica Reserve is described as follows :

A territory containing 3 712 square miles, including that part of Québec lying between the 76° meridian and the western boundary of the Mistassini Reserve on the one hand and the parallels of latitude 50° 15' and 51° on the other.

(b) **James Bay Reserve** : The James Bay Reserve is described as follows :

A territory containing 23 823 square miles, including that part of Québec lying between James Bay and the 77° meridian on the one hand and the parallels of latitude 51° and 55° on the other.

(c) **Grand Nord Reserve** : The Grand Nord Reserve is described as follows :

A territory containing 292 000 square miles, including all the territory of Québec situated north of the 52nd parallel of latitude and not included in the James Bay Reserve.

### DIVISION II REGULATION

**2. Definitions** : In this Regulation, the following words and expressions mean :

(a) “resident” : designates any person who has resided in Québec for a period of 12 consecutive months preceding the application for a licence, members of the Canadian Armed Forces or of the Royal Canadian Mounted Police, stationed in Québec ;

(b) “territory of the James Bay Development Corporation” : comprises the territory bounded to the west by

the west boundary of Québec, to the south by the parallel of latitude 49° 00' North, to the east by the electoral districts of Roberval, Dubuc and Saguenay and by the extension northerly of the west boundary of the electoral district of Saguenay and to the north by the parallel of latitude 55° 00' North.

**3. Daily licence** : No person shall hunt to fish in the Assinica Reserve if he does not hold, in addition to the appropriate provincial licence, a daily licence issued for such purpose by the Minister of Recreation, Fish and Game.

**4. Obtaining of daily licence** : This licence, shall be issued upon request by the functionaries of the Ministère du Loisir, de la Chasse et de la Pêche at the Lac Caché Air Base, at Chibougamau.

**5. Cost of daily licence** : The cost of the daily licence shall be 2 \$ for residents and 5 \$ for non-residents.

**6. Non-resident** : Non-residents of Québec shall not hunt or fish in the Assinica, James Bay and Grand Nord reserves other than through the intermediary of an outfitter.

This section shall not apply to the area of the James Bay Reserve and that part of Grand Nord Reserve included in the territory of the James Bay Development Corporation in respect of non-residents while they are carrying out work directly related to the project of the Corporation with the said area.

**7. Amerindians** : No person, with the exception of Amerindians, shall hunt moose in the James Bay Reserve.

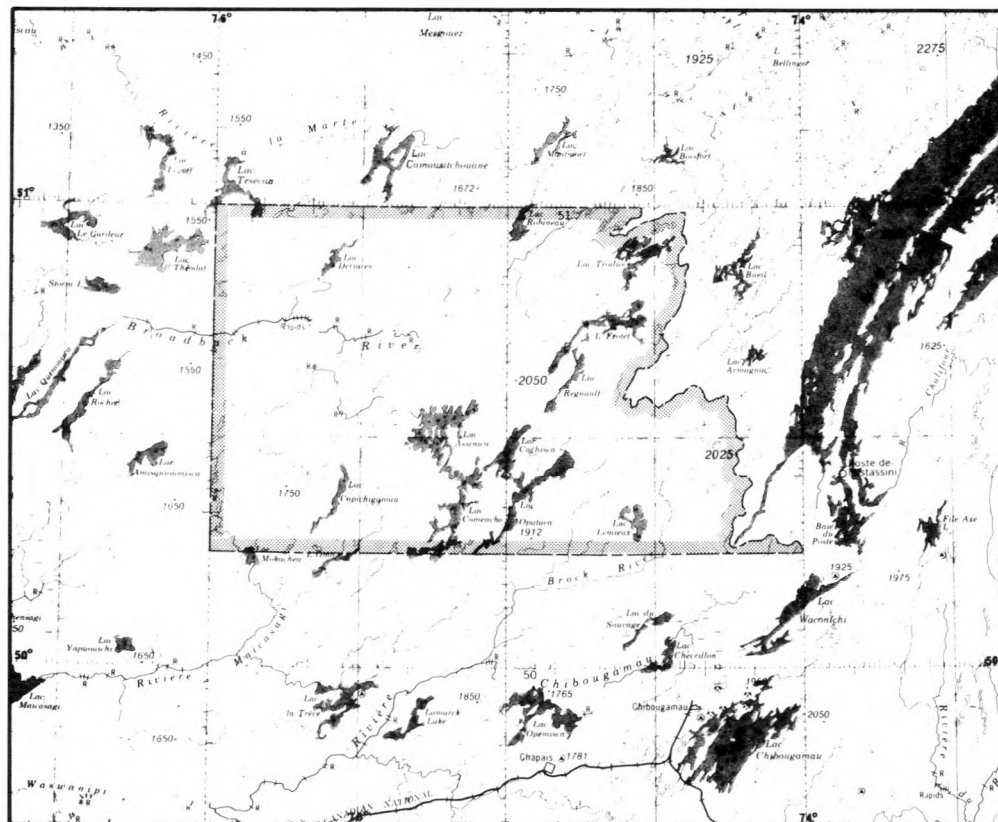
**8. Air transport** : All air transport bringing hunters or fishermen to the Assinica Reserve must report to the control station of the Ministère du Loisir, de la Chasse et de la Pêche, at the Lac Caché Air Base, at Chibougamau.

**9. Outfitter** : No outfitter shall carry on his business in the Assinica, James Bay and Grand Nord reserves if he does not hold, in addition to an outfitter's licence, a special licence issued by the Minister of Recreation, Fish and Game.

**10.** No outfitter, holder of a special licence, shall guide hunters or fishermen outside of the territories which are assigned him.

**11.** Every outfitter operating in the said reserves shall give each client or guest a document identifying such person as being his client or guest for the period determined therein.

**SCHEDULE A**  
(s. 1)



GOUVERNEMENT DU QUÉBEC

MINISTÈRE DU TOURISME,  
DE LA CHASSE ET DE LA PÊCHE

SERVICE GÉNÉRAL DE RECHERCHE  
ET DE DÉVELOPPEMENT

SERVICE DU GÉNIE

# **RÉSERVE D'ASSINICA**

le 4 juin 1973.

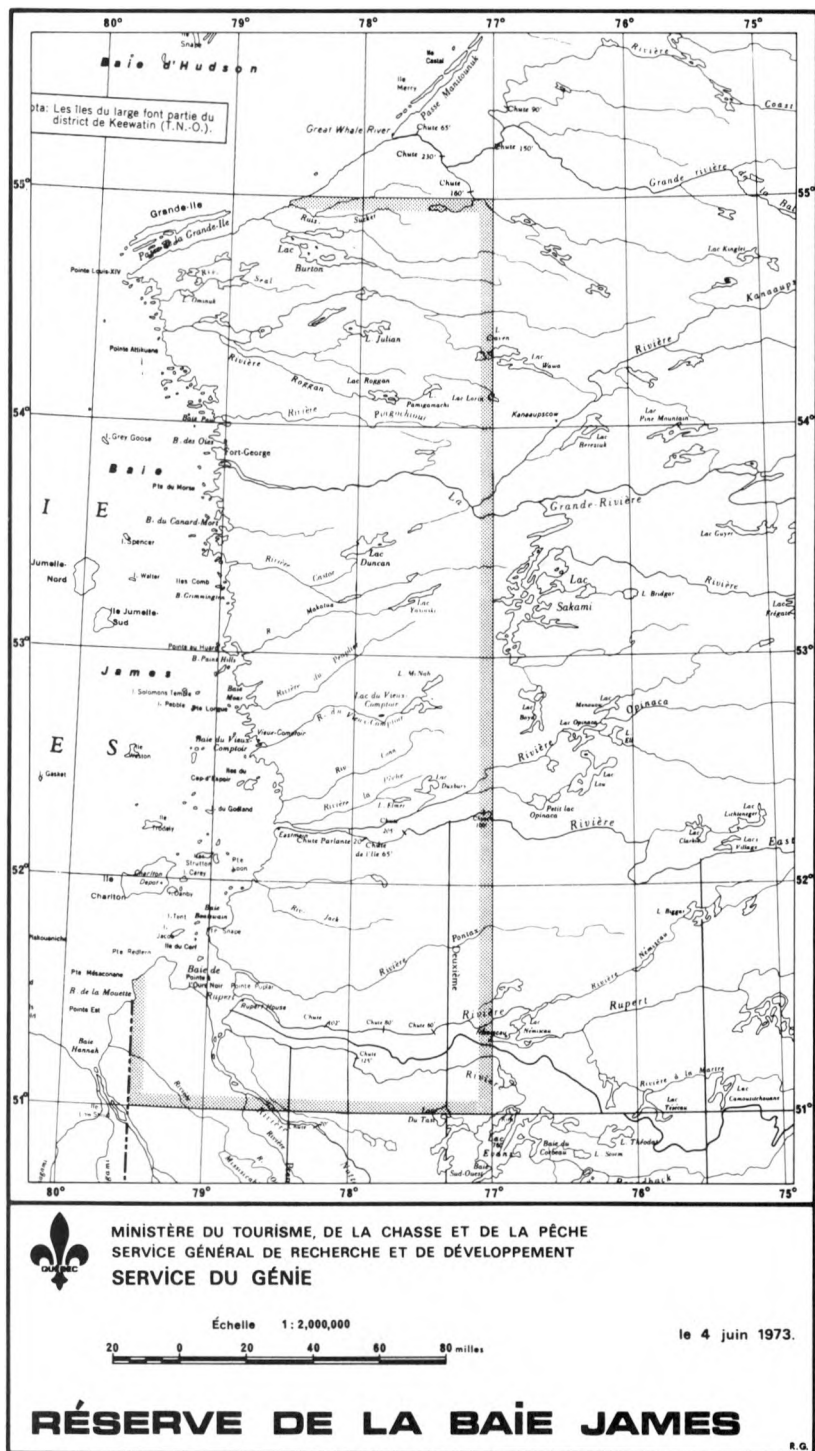
Échelle 1:1,000,000



P.G.

## SCHEDULE B

(s. 1)



## SCHEDULE C

(s. 1)



Dessinée et publiée par le service de la Photogrammétrie et de la Cartographie, direction générale du Domaine territorial, ministère des Terres et Forêts du Québec

No. 1063  
Août 1972

O.C. 4160-73, (1973) 105 O.G.II, 6369  
O.C. 4161-73, (1973) 105 O.G.II, 6375

O.C. 2908-76, (1976) 108 O.G.II, 5229  
O.C. 2755-78, (1979) 111 G.O., 1871



c. C-61, r.44

## **Regulation respecting the île Bonaventure Game Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

- 1.** The territory of the île Bonaventure constitutes a game reserve.
- 2.** Hunting is prohibited in such reserve.



c. C-61, r.45

**Regulation respecting the île aux Grues,  
île la Dune, île à l'Oignon and île Le  
Petit Cochon Game Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes île aux Grues, île la Dune, île à l'Oignon and île Le Petit Cochon Game Reserve :

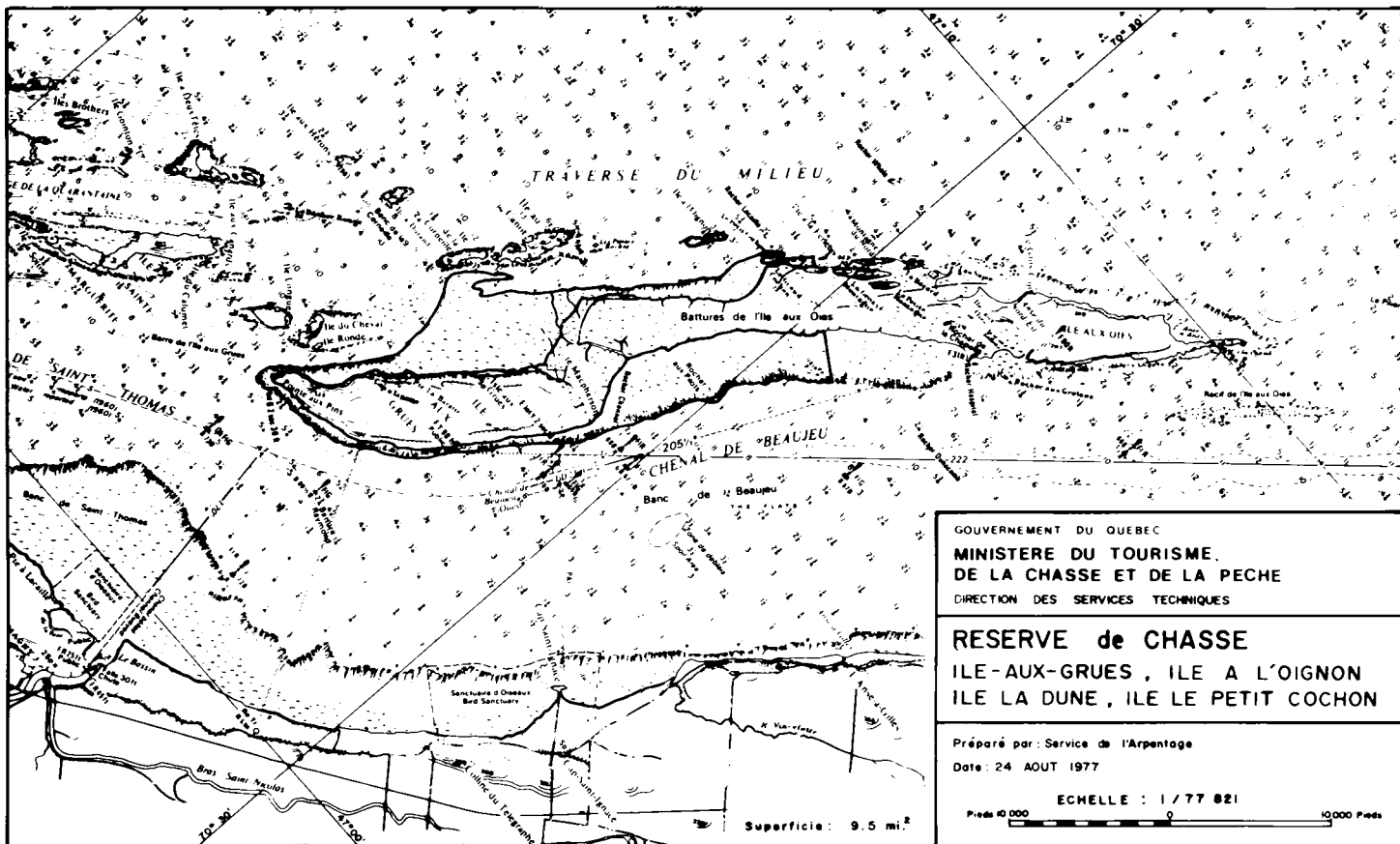
A territory situated in the county of Montmagny comprising : île à l'Oignon and all the intertidal zone surrounding that island, the rock Le Petit Cochon and all the intertidal zone relating thereto, lot 132 (île la Dune) of the official cadaster of the parish of Saint-Antoine-de-l'Île-aux-Grues with all the intertidal zone relating thereto, the intertidal zone fronting lots A and 7 to 131 inclusive, all part of the official cadastre of the parish of Saint-Antoine-de-l'Île-aux-Grues.

Containing an area of nine and five tenths (9,5) square miles, using the scale of map 1207 published by the Canadian Hydrographic Service.



# SCHEDULE A

(s. 1)





c. C-61, r.46

## Regulation respecting the Kipawa Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The following territory constitutes the Kipawa Reserve :

A territory of an area of some 1 790 square miles being part of the county of Temiscamingue and the perimeter of which may be described as follows :

Starting at a point situated at the intersection of the dividing line between the townships of Guy and Halles and the south line of the right of way of the road from Simard lake to de l'Épinette river ; thence in a generally easterly direction, along the said line of the right of way of the road to its intersection with the west limit of La Vérendrye park ; thence in the generally southerly direction along the west limit of La Vérendrye park a distance of some 66 miles, the south limit of La Vérendrye park of the east shore of the l'Original bay on Dumoine lake, a distance of some 5,8 miles ; thence in a generally southerly direction along the east and south shores of Dumoine lake, to Dumoine depot ; thence south 88° west, 3,5 miles ; thence north 55°30' west to its intersection with the dividing line between the townships of Diéreville and la Chaudière, a distance of some 8,5 miles ; thence in a due southerly direction along the dividing line between the townships of la Chaudière and Calcar and the townships of Diéreville and Giroux around the lake on such line on the east shore, to a small lake, a distance of some 7,1 miles ; thence north 55°30' west to its intersection with Pin-Blanc river, a distance of some 5,4 miles around the north shore of the first lake on the line and the south shore of the second ; thence south 63°30' west to Poubert lake, a distance of some 3,8 miles ; thence south 86°30' west to Clair lake, a distance of some 2,9 miles ; thence around the said lake on its north shore to its west end ; thence south 61° west to Desjardins river, a distance of some 2 miles ; thence the south shore of Sairs lake, the south bank of Kipawa river to "ragged chute" portage ; thence across the said river to its north bank ; thence the north and northeast banks of Kipawa and Birch Creek rivers, to McKillop lake ; thence north 50° west, 2 miles ; thence north 18°30' west, 5,3 miles ; thence north 65° west, 2,5 miles ; thence north 17° west, 2 miles ; thence north 82° west, 2,5 miles ; thence north 4°30' west, 2,5 miles ; thence north 30° east, to the outlet of the smaller Bouleau lake, a distance of some 2,3 miles ; thence

north 73° west to the southeast end of Ostaboningué lake a distance of some 2,25 miles ; thence skirting the south and west shores of Ostaboningué lake to its north end ; thence north 70° east to the dividing line between the townships of Blondeau and Guillet around the south shore of the lakes laying on such line, a distance of some 10,7 miles ; thence north 56°30' east to Soufflot lake around the south shore of the lakes laying on such line a distance of some 9,8 miles ; the west shore of Soufflot lake, the west bank of Marcécageuse river, the west and north shores of des Fourches lake of its intersection with the dividing line between the townships of Delbreuil and Halles ; thence easterly such dividing line between the townships of Guy and Halles to the starting point.

O.C. 8-72, (1972) 104 O.G., 253



c. C-61, r.47

## Regulation respecting the parc de la Gatineau Game Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The territory of the parc de la Gatineau, whose technical description appears in the Schedule to this Regulation, constitutes a game reserve, under the name of Parc de la Gatineau Game Sanctuary.

**2.** Hunting is prohibited therein.

### SCHEDULE 1

(s. 1)

#### TECHNICAL DESCRIPTION OF THE TERRITORY OF THE PARC DE LA GATINEAU

(A) A territory situated in the townships of Aldfield, Eardley, Hull, Masham, Onslow and Wakefield including according to the official cadastres for the said townships, the lots, parts of lots, their present and future subdivisions, also the roads, streets, highways, rivers, lakes, streams or parts of same, the whole confined inside the following boundaries described as follows, to wit :

Commencing at the point of intersection of the dividing line between lots 8-C and 9-B, Range XIII, township of Onslow with the dividing line between the townships of Onslow and Aldfield ; from said point, successively, the following lines and demarcations : part of said dividing line between the townships of Aldfield and Onslow to the western side of a public road located near the southwestern shore of Lake des Loups ; then in the township of Onslow, the western, southwestern and southern sides of said public road towards the south, southeast and east to the southwestern side of the outlet of Lake des Loups ; the southwestern shore of said outlet downstream to the dividing line between lots 18-B and 19-B Range XIII ; part of said dividing line between lots 18-B and 19-B to the dividing line between the townships of Onslow and Aldfield ; part of said dividing line to the dividing line between lots 12 and 13-A Range I township of Aldfield ; then in the township of Aldfield, part of said dividing line between lots 12 and 13-A to the southern side of a public road located near the northeastern and northern shores of Lake des Loups ; the southern and southwestern sides of said road to the dividing line between the townships of Aldfield and Onslow ; part of said dividing line

to the dividing line between lots 25-B and 26-B, range XIII township of Onslow ; then in the township of Onslow, in Range XIII, the line dividing lots 25-B and 25-A from lots 26-B, 26-A ; part of the dividing line between Ranges XII and XIII to the dividing line between lots 27-C and 28-B Range XII ; in Range XII, the line dividing lots 27-C and 27-B from lots 28-B and 28-A ; part of the line dividing Ranges XI and XII to the line dividing the townships of Onslow and Masham ; part of said dividing line towards the south to the dividing line between Ranges II and III township of Masham then in the township of Masham, part of said dividing line between Ranges II and III to the dividing line between lots 44 and 45 Range II ; the said dividing line between 44 and 45, Range II ; part of the dividing line between Ranges I and II to the dividing line between lots 32-A and 32-B Range II ; part of said dividing line between lots 32-A and 32-B Range II, a distance of one thousand four hundred and eighty feet (1480') ; an irregular line of bearings and distances N. 71° 41' E. — 611,4 feet, N. 79° 55' E. — 915,3 feet, N. 8° 03' W. — 993,3 feet, N. 81° 46' E. — 434,1 feet N. 79° 34' E. — 454,4 feet, S. 8° 24' E. — 718,8 feet, N. 84° 27' E. — 381,5 feet and S. 88° 14' E. — 555,8 feet to the southern shore of a creek ; this irregular line, according to its location, crossing or bounding in Range II lots 32-A, 31, 30 and 29 ; then on lot 28-B, Range II, the southern shore of said creek towards the west an approximate distance of five hundred and ten feet (510'), a line on a bearing N. 8° 52' W. a distance of 253,2 feet to the southern limit of a road ; the southern limit of said road on a bearing S. 70° 11' E. — a distance of 170,7 feet ; a line on a bearing S. 1° 30' E. — a distance of 224,0 feet to the northern shore of the above mentioned creek ; the northern shore of said creek towards the east a distance of 255 feet ; a line on a bearing N. 8° 42' W. a distance of 177,0 feet to the southeastern side of the above mentioned road ; the southeastern and southwestern sides of said road crossing lots 28-B and 27-B Range II a distance of one thousand and two hundred feet (1 200') to the dividing line between lots 26-B and 27-B Range II ; part of the line dividing lots 26-A and 26-B from lots 27-A and 27-B Range II towards the north a distance of four thousand eight hundred and fifty-one feet (4 851') ; on lot 26-A Range II, an irregular line of bearings and distances N. 83° 07' E. — 248,7 feet, N. 4° 05' W. — 374,0 feet and N. 3° 27' W. — 462,0 feet to the southern shore of Lapêche River ; the southern shore of said river, downstream, towards the east a distance of one thousand two hundred and sixty feet (1 260') ; a line, crossing Lapêche River, on lot 25 Range III on a bearing N. 8° 34' W. a distance of 630,0 feet to the southern side of

Masham highway ; the southern side of said highway, on a bearing N. 78° 13' E. a distance of 310,6 feet to the western side of a public road ; the western side of said public road towards the south a distance of 970,0 feet to the southern side of another road ; the southern side of this last road towards the east, across lots 24-A and 23 Range II, a distance of one thousand seven hundred and fifty feet (1 750') to the dividing line between lots 22 and 23, Range II ; part of said dividing line between lots 22 and 23 towards the north a distance of five hundred feet (500') to the southern shore of Lapêche River ; the southern shore of said river, downstream, to the prolongation across said river of the dividing line between lots 15 and 16 Range III ; said prolongation of said dividing line on a bearing N. 7° 37' W. a total distance of two thousand and thirty feet (2 030') to the southern side of Masham Highway ; the southern side of said highway towards the east a distance of 168,0 feet ; on lot 15 Range III, an irregular line of bearings and distances S. 4° 09' W. — 135 feet, S. 89° 09' E. — 79 feet, S. 4° 09' W. 100 feet, S. 89° 09' E. — 100 feet, N. 4° 09' E. — 85 feet, S. 88° 45' E. — 200 feet, N. 4° 09' E. — 50 feet, S. 88° 45' E. — 100 feet and N. 4° 09' E. — 100 feet to the southern side of Masham highway ; the southern side of said highway, towards the east, a distance of 266,8 feet to the dividing line between lots 14 and 15, Range III ; said dividing line between lots 14 and 15, Range III, on a bearing S. 7° 24' E. — a distance of 358 feet ; a line on a bearing S. 70° 52' E. a distance of 2 899 feet, this line crossing lots 14, 13 and 12, Range III ; part of the dividing line between Ranges II and III along the following bearing and distances N. 87° 32' E. — 1 716,3 feet and N. 87° 02' E. — 2 586 feet to the dividing line between lots 6 and 7, Range III ; said dividing line between lots 6 and 7, Range III ; part of the dividing line between Ranges III and IV on a bearing N. 87° 32' E. a distance of 4 138 feet to the western side of a public road ; the western and southwestern sides of said public road crossing lots 2 and 1, Range III, township of Masham and lot 1, Range III, township of Wakefield towards the south and southeast a distance of 4 610 feet ; an irregular line of bearings and distances N. 73° 14' W. — 233,4 feet, N. 87° 49' W. — 315,4 feet, S. 84° 32' W. — 79 feet, S. 60° 25' W. — 37,1 feet, S. 12° 54' W. — 85,8 feet, S. 25° 01' W. — 180,9 feet, S. 26° 10' W. — 33,4 feet, S. 9° 47' E. — 204,8 feet, S. 38° 46' E. — 210,2 feet, S. 45° 25' W. — 256,0 feet, S. 27° 49' W. — 60 feet, S. 43° 35' E. — 193,2 feet, S. 4° 19' E. — 36,7 feet, S. 17° 24' E. — 126,1 feet, S. 46° 22' E. — 86,4 feet, S. 48° 43' E. — 316,3 feet, S. 17° 06' E. — 53,1 feet, S. 63° 30' E. — 55,1 feet, S. 42° 22' E. — 21,2 feet, S. 13° 51' E. — 58,7 feet and N. 83° 29' E. — 45 feet to the western side of the above mentioned public road, this irregular line located on lot 1, Range III, township of Wakefield and lot 1, Range III, township of Masham ; the western side of said public road towards the south a distance of 418,7 feet to the dividing line between

Ranges II and III township of Masham ; part of said dividing line between Ranges II and III township of Masham on a bearing S. 85° 09' W. a distance of 150 feet ; on lot 1, Range II, township of Masham, an irregular line of bearings and distances S. 9° 26' E. — 235,8 feet, N. 80° 07' E. — 150 feet, S. 10° 26' E. — 15 feet, S. 80° 07' W. — 102,6 feet, S. 11° 35' E. — 180 feet, S. 78° 18' W. — 68 feet, S. 16° 26' E. — 100 feet, S. 78° 18' E. — 68 feet, S. 16° 26' E. — 15 feet and S. 78° 18' E. — 96,4 feet to the dividing line between the townships of Masham and Wakefield ; said dividing townships line on a bearing S. 5° 27' E. a distance of 686,8 feet ; on lot 1 Range II township of Masham, an irregular line of bearings and distances S. 32° 43' W. — 429 feet, N. 71° 42' W. — 60,5 feet, S. 15° 13' W. — 80 feet, S. 71° 42' E. — 140 feet, S. 15° 13' W. — 25,2 feet, S. 77° 14' E. — 235,8 feet and N. 46° 16' E. — 6,4 feet to the dividing line between the townships of Masham and Wakefield ; part of said dividing townships line of a bearing S. 5° 27' E. a distance of 1 263,1 feet ; on lots 1-A, 2-A and 3-A, Range I, township of Masham, an irregular line of bearings and distances S. 72° 15' W. — 148,1 feet, N. 89° 27' W. — 741,2 feet, N. 88° 40' W. — 91,5 feet, S. 34° 58' W. — 669 feet, S. 77° 24' W. — 277 feet and S. 77° 51' W. — 307,3 feet to the south-eastern side of a road located south of Lapêche River ; the southeastern side of said road, towards the southwest, an approximate distance of 480 feet to its intersection with the southwestern side of Masham highway ; the southwestern side of Masham highway and Highway No. 11 towards the southeast to the dividing line between the townships of Masham and Wakefield ; said dividing townships line towards the south to the dividing line between the townships of Wakefield and Hull ; part of said dividing line between the townships of Wakefield and Hull towards the east to the dividing line between lots 27-A and 28-A, Range XVI, township of Hull ; then in the township of Hull, in Range XVI, the line dividing lots 27-A and 27-B from lots 28-A and 28-B ; on lot 28-A, Range XV, an irregular line of bearings and distances S. 9° 41' W. — 1 144,3 feet and S. 15° 22' W. — 839,2 feet to the northeastern shore of a creek, along the northeastern shore of said creek, downstream, to the dividing line between lots 27-A and 27-B, Range XV ; said dividing line between lots 27-A and 27-B, Range XV ; the dividing line between lots 26-C and 27-B, Range XV ; part of the dividing line between Ranges XIV and XV to the southwestern side of a road crossing lot 25-A, Range XIV ; the southwestern side of said road across lots 25-A, 24-A, 24-B and 23-B, Range XIV, 23-A and 22-A, Range XIII, to the dividing line between lots 22-A and 22-B, Range XIII ; in Range XIII, the line dividing lots 22-A, 21-A, 20-A and 19-A from lots 22-B, 21-B, 20-B and 19-B ; the dividing line between lots 18-B and 19-B, Range XIII ; part of the dividing line between Ranges XII and XIII to the dividing line between lots 17-A and 18-A,

Range XII; the line dividing lots 17-A and 17-B from lots 18-A and 18-B on all the depth of Ranges XII and XI; part of the dividing line between Ranges X and XI to the dividing line between lots 15 and 16, Range X; said dividing line between lots 15 and 16, Range X; part of the dividing line between Ranges IX and X to the western side of Peel Street; the western side of Peel Street towards the south of the northern side of a street (High Street); the northern side of said last street towards the west to its intersection with the eastern shore of a creek crossing lot 14-C-2, Range IX; the eastern shore of said creek towards the south to the dividing line between Ranges VIII and IX; part of said dividing line between Ranges VIII and IX to the dividing line between lots 14-C-36 and 14-C-40, Range IX; this last dividing line towards the north to the southern boundary of a street (High Street); the southern boundary of said street towards the east to the dividing line between lots 14-C-37 and 14-C-38, Range IX; the dividing line between lots 14-C-37 and 14-C-38, Range IX, and the dividing line between lots 14-A-2 and 14-A-3, Range VIII; the dividing line between lots 14-A-2 and 14-A-8, Range VIII; the dividing line between lots 14-A-1 and 14-A-8, Range VIII; the dividing line between lots 14-A-8, 14-A-7, 14-A-9 and 14-A-11, Range VIII, to the southeastern side of a public road; the southeastern side of said public road dividing lots 14-A-10, 14-A-11, Range VIII, the western side of the Mine road; the western and southwestern sides of Mine Road in Ranges VIII, VII, VI, V and IV and its prolongation across Mountain Road and in the eastern line of lot 7-C, Range IV; the southern line of said lot 7-C; the eastern line of lots 8-B and 8-C, Range IV, part of the dividing line between Ranges III and IV to the dividing line between lots 9-C and 10-C, Range IV; said dividing line between lots 9-C and 10-C, Range IV; the dividing line between lots 9-C and 9-B-3, Range IV; in Range IV, the line dividing lots 9-B-4 and 9-B-1 from lots 9-B-3, 9-B-5 and 9-B-2, this line produced to the northeastern side of Mountain Road; the northern, northeastern and eastern sides of Mountain road across Ranges IV, V, VI, VII and VIII township of Hull and Range VI township of Eardley to the dividing line between Ranges VI and VII township of Eardley; then in the township of Eardley, part of the dividing line between Ranges VI and VII on a bearing N. 77° 22' E. a distance of 180,2 feet; an irregular line of bearings and distances N. 38° 36' W. — 55,2 feet, N. 3° 50' W. — 626,9 feet, N. 31° 00' E. — 25,5 feet, N. 21° 02' W. — 248,4 feet, N. 9° 01' W. — 254,2 feet, N. 51° 02' W. — 957,5 feet, N. 68° 43' W. — 417,7 feet, N. 83° 27' W. — 302,9 feet, S. 84° 10' W. — 135,5 feet, N. 53° 59' W. — 551,5 feet, N. 40° 27' W. — 359,1 feet, N. 55° 14' W. — 553,8 feet, N. 59° 44' W. — 204,9 feet, N. 42° 14' W. — 426,0 feet, N. 34° 21' W. — 152,9 feet, N. 3° 39' E. — 145,9 feet, N. 2° 42' W. — 134,9 feet, N. 7° 24' W. — 219,7 feet, N. 76° 25' W. — 141,9 feet,

S. 68° 58' W. — 162,3 feet, S. 80° 25' W. — 201,5 feet, S. 68° 50' W. — 81,7 feet, S. 71° 19' W. — 413,2 feet, S. 61° 54' W. — 118,9 feet, S. 73° 52' W. — 129,5 feet, N. 19° 39' W. — 259,4 feet, N. 26° 48' W. — 163,3 feet, N. 84° 41' W. — 325,2 feet, N. 9° 29' W. — 211,2 feet, N. 10° 24' E. — 249,9 feet, N. 59° 40' W. — 185,9 feet, N. 45° 25' W. — 128,2 feet, and N. 56° 47' W. — 233,9 feet to the northern side of a public road dividing Ranges VII and VIII, this irregular line crossing in Range VII, lots 2-A, 3, 4 and 5; said northern side of said public road on a bearing S. 84° 21' W. a distance of 1 533,6 feet to the dividing line between lots 5-C and 6-B Range VIII; part of the dividing line between lots 5-C and 6-B, Range VIII, a distance of 2 223,4 feet; an irregular line of bearings and distances S. 89° 58' W. — 578,4 feet, N. 60° 21' W. — 341 feet, N. 83° 08' W. — 835,9 feet, S. 88° 49' W. — 648,1 feet, S. 82° 00' W. — 228 feet, N. 6° 40' W. — 230,1 feet, S. 70° 30' W. — 267,2 feet, S. 25° 10' W. — 107,6 feet, S. 59° 46' W. — 117,2 feet, S. 82° 51' W. — 442,6 feet, S. 6° 59' E. — 49,5 feet, N. 85° 30' W. — 875 feet, N. 5° 50' E. — 167,7 feet, N. 89° 50' W. — 1 047,6 feet, N. 81° 49' W. — 981,3 feet, N. 7° 22' W. — 61,3 feet, N. 68° 55' W. — 526,2 feet, N. 64° 48' W. — 198,1 feet, S. 37° 26' W. — 582,6 feet, S. 86° 23' W. — 1 834,9 feet, N. 8° 59' W. — 1 391,6 feet, up to the north side of a public road dividing lots 11-A Range VIII and 11-B Range IX, this broken line traversing or bounding, as the case may be, Range VIII, lots 5-C, 6-B, 7-A, 7-B, 8-A, 8-B, 9-A and 10-A; the north side of the said public road in bearings and distances S. 83° 23' W. — 863,4 feet and S. 82° 49' W. — 854,8 feet; an irregular line of bearings and distances N. 4° 50' W. — 642,2 feet, N. 89° 11' W. — 1 656,3 feet, N. 11° 15' W. — 1 667,8 feet, S. 81° 17' W. — 1 533,7 feet, N. 8° 36' W. — 223,7 feet, S. 81° 24' W. — 1 063,2 feet, N. 20° 28' E. — 88,7 feet, N. 36° 21' W. — 69 feet, N. 58° 41' E. — 84,6 feet, N. 3° 30' W. — 1 643,6 feet, N. 53° 03' W. — 320,1 feet, N. 51° 50' W. — 155,3 feet, N. 49° 35' W. — 143,7 feet, N. 45° 55' W. — 685,9 feet, N. 66° 45' W. — 795,7 feet, N. 45° 32' W. — 685,1 feet, N. 50° 24' W. — 822,9 feet, N. 28° 28' W. — 863 feet, N. 14° 33' W. — 305,9 feet, N. 78° 58' W. — 536,6 feet, S. 76° 16' W. — 923,1 feet, N. 84° 23' W. — 547,2 feet, N. 59° 12' W. — 147,1 feet, N. 45° 00' W. — 301 feet, N. 33° 03' W. — 286,4 feet, S. 86° 46' W. — 150,4 feet, N. 27° 08' W. — 651,5 feet, N. 82° 19' W. — 184,9 feet, N. 27° 16' W. — 679,3 feet, N. 43° 32' W. — 408,7 feet, N. 30° 22' W. — 280,2 feet, S. 60° 50' W. — 587,6 feet, N. 88° 47' W. — 424 feet, N. 67° 18' W. — 369,9 feet, S. 78° 20' W. — 349,3 feet, up to the north side of a road bounding to the south a part of lot 19-B Range XI, this broken line traversing or bounding, as the case may be, Range IX, lots 12-B, 13-A, 14-A and 14-B and Range X lots 14, 15-B, 16-B, 16-A, 17-A and 18-A as well as lot 18 of Range XI; the north and northeast sides of the said road across lots 19-B, 20-B and 20-A, Range XI up to the line dividing lots 20-A and 21-A, Range XI; part of the

line dividing lots 20-A and 21-A and the line dividing lots 20-B and 21-B, Range XI; the south and west lines of said lot 21-B and part of the west line of lot 21-A, Range XI up to the north side of a public road traversing said lot 21-A; an irregular line of bearings and distances N. 55° 17' W. — 668,1 feet, N. 87° 17' W. — 367,1 feet, N. 80° 49' W. — 137,8 feet, N. 0° 13' W. — 188,3 feet, N. 61° 25' W. — 308,2 feet, N. 70° 41' W. — 552,7 feet and N. 70° 11' W. — 585 feet up to the dividing line of Ranges XI and XII, this broken line traversing lots 22-A, 22-B and 23-A of range XI; part of the southern line of lot 23-B, range XII, on a bearing S. 89° 50' W. a distance of 855 feet and the southern line of lots 24-A and 24-B, range XII, on a bearing S. 84° 45' W. a distance of 1 810 feet; part of the western line of said lot 24-B on a bearing N. 6° 14' W. a distance of 1 533,4 feet; an irregular line of bearings and distances N. 71° 32' W. — 279,1 feet, N. 79° 59' W. — 162,4 feet, S. 61° 16' W. — 132 feet, S. 45° 06' W. — 534,9 feet, S. 80° 36' W. — 186,6 feet, S. 88° 44' W. — 493,6 feet, N. 84° 22' W. — 401,3 feet, N. 70° 15' W. — 631,9 feet, N. 5° 05' W. — 711,3 feet, S. 84° 55' W. — 264 feet and North — 100 feet to the southern side of a road along and crossing lot 26-B, Range XII; this irregular line crossing lots 25-B and 26-B, Range XII; the southeastern side of said road towards the northeast a distance of 726 feet, more or less, to the foot of a mountain; a line towards the west and following the foot of the mountain a distance of 925 feet, more or less, to the dividing line between lots 26-A and 27-A, Range XII; an irregular line of bearings and distances N. 74° 01' W. — 247,8 feet, S. 84° 58' W. — 308 feet, S. 81° 59' W. — 341,1 feet, S. 86° 11' W. — 261,6 feet, S. 80° 40' W. — 700,3 feet, N. 89° 36' W. — 245 feet, N. 86° 13' W. — 308,3 feet, N. 86° 52' W. — 818,5 feet and S. 77° 32' W. — 1 192,9 feet to the eastern line of lot 28-B, Range VI, township of Onslow, this irregular line crossing lots 27-A, 27-B, 28-A and 28-B, Range XII, township of Eardley also lot 28-C, Range VI, township of Onslow; then in the township of Onslow, part of the eastern line of lot 28-B, Range VI, a distance of 1 277 feet towards the south to the southern line of said lot, said southern line a distance of 864 feet and part of the western line of said lot 28-B on a bearing N. 1° 36' W. a distance of 1 510 feet; an irregular line of bearings and distances N. 48° 44' W. — 752,2 feet, S. 85° 01' W. — 671,5 feet, S. 87° 05' W. — 514,6 feet, S. 82° 21' W. — 861 feet, N. 71° 15' W. — 926,1 feet and N. 36° 47' W. — 540,29 feet to the dividing line between Ranges VI and VII, said irregular line crossing, in Range VI, lots 27-C, 27-B, 27-A, 26-C, 26-B and 25-B; part of said dividing line between Ranges VI and VII on a bearing S. 85° 26' W. a distance of 1 373 feet to the eastern side of a public road, a straight line joining the eastern side of said road to the intersection of the northern and western sides of said road; the northern side of said road dividing Ranges VI and VII and crossing lots 23-B and 22-B, Range VI, to the dividing line between lots 21-A and 22-A, Range VII, a

straight line bounding to the south part of lot 21-A, Range VII, and along the Northern side of the above mentioned road, on a bearing S. 88° 14' W. a distance of 823,8 feet; an irregular line of bearings and distances N. 8° 53' E. — 194,5 feet, N. 78° 55' W. — 698,2 feet, N. 43° 16' W. — 597,2 feet, N. 62° 55' W. — 244,4 feet, N. 67° 39' W. — 423,3 feet, N. 79° 09' W. — 233,5 feet, N. 63° 26' W. — 288,4 feet, N. 66° 43' W. — 237,7 feet, N. 70° 07' W. — 629,1 feet and N. 75° 43' W. — 362,8 feet to the dividing line between lots 19-A and 20-A, Range VII, said irregular line crossing lots 21-A and 20-A, Range VII; part of said dividing line between lots 19-A and 20-A on a bearing S. 11° 15' E. a distance of 1 750,8 feet to the southern line of lot 19-A, Range VII; part of said southern line on a bearing S. 87° 04' W. a distance of 100 feet; an irregular line of bearings and distances N. 11° 15' W. — 1 731,4 feet, S. 75° 54' W. — 660,5 feet, N. 78° 27' W. — 431,2 feet, S. 81° 50' W. — 727,1 feet S. 87° 01' W. — 1 237,8 feet, N. 85° 06' W. — 353,4 feet, S. 89° 42' W. — 1 753,7 feet, S. 78° 35' W. — 1 749,9 feet, S. 84° 45' W. — 844,2 feet, S. 82° 30' W. — 907,3 feet, S. 78° 28' W. — 1 516,5 feet, S. 77° 49' W. — 1 899,6 feet, S. 4° 31' E. — 54,4 feet, S. 68° 57' W. — 906,5 feet, S. 86° 49' W. — 554,9 feet, S. 83° 28' W. — 784,3 feet, S. 81° 22' W. — 940,1 feet, N. 75° 20' W. — 435,5 feet, N. 75° 04' W. 394,3 feet, S. 84° 02' W. — 1 416,3 feet and S. 73° 13' W. — 1 724,8 feet to the eastern side of a road bounding to the west lot 9-B, Range VII, this irregular line crossing, in Range VII, lots 19-A, 18-A, 17-A, 16-C, 16-B, 15-A, 14-B, 13-C, 12-C, 11-C, 10-A and 9-B; the eastern side of said road towards the north and bounding to the west lots 9-B and 9-A, Range VII, and 9-A and 9-C, Range VIII; a straight line across another public road to the southern boundary of the western side of lot 9-A, Range IX; the western line of lots 9-A, 9-B, 9-C and 9-D, Range IX, 9-A and 9-B, Range X, 9 Range XI, 9-A, 9-B and 9-C, Range XII and 9-A and 9-B, Range XIII, to the point of commencement.

(B) A territory located in the City of Hull, being according to the official cadastre of Ward No. 1, City of Hull, the following lots numbers, to wit: 4-1-194, 6-1, 6-3, 7-1, 8-50, 8-56, 8-57, 8-357, 10-5, 10-9, 10-10, 10-10-189, 11-84, 11-87, 11-89, 11-90, 254-434, 255-10, 255-11, 255-1239, 255-1240, 255-1241, 255-1247, also their future subdivisions, the roads, streets, lanes, highways, rivers, lakes, streams or parts of same, the whole confined inside the boundaries of above mentioned lots.

The territory included inside of the above described boundaries "A" also the above mentioned lots "B" contain a total area of one hundred thirty seven square miles and eighty-two hundredths (137,82 sq. m.).

The directions referred to are astronomical and the distances in feet, English measure.



c. C-61, r.48

## Regulation respecting the parc du Mont Sainte-Anne Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**1.** The territory of parc du Mont Sainte-Anne, the technical description of which is given in Schedule 1 to this Regulation, constitutes a game reserve under the name of « Parc du Mont Sainte-Anne Game Reserve ».

**2.** All types of hunting is prohibited there.

**3.** The carrying of arms is forbidden there except as regards persons authorized to do so in the performance of their duties.

### SCHEDULE 1

(s. 1)

#### TECHNICAL DESCRIPTION OF PARC DU MONT SAINTE-ANNE

A territory forming part of the cadastre of the parish of Saint-Féréol, of the cadastre of the parish of Sainte-Anne and of the seignior of Beauré, county of Montmorency, the area of which is 25,72 square miles and the perimeter of which is described as follows :

Southwesterly, the right bank of Sainte-Anne du Nord river in front of lots 486, 489, 493, 497, 498, 499, 500, 506, 508, 511, 512, 513, 516, 521, 522, 530, 531, 537, 538, 545, 546, 551, 557, 556, 558, 567, 568, 575, 576, 583, 584, 603 and 604 of the first Range of the cadastre of the parish of Saint-Féréol and lot 611 of the first Range of the cadastre of the parish of Sainte-Anne ;

With reference to the cadastre of the parish of Sainte-Anne ; northwesterly ; the dividing line between lots 611 and 610 on the one hand and lot 612 on the other hand for a distance of 1 769,3 feet ;

Southwesterly, a line perpendicular to the dividing line between lots 610 and 612 for a distance of 1 877,1 feet to the dividing line between lots 619 and 620 ;

Northwesterly, the dividing line between lots 619 and 620 for a distance of 442,3 feet ;

Southwesterly, a line perpendicular to the dividing line between lots 619 and 620 for a distance of 861,6 feet to the dividing line between lots 624 and 637 ;

Southeasterly, the dividing line between lots 624 and 637 for a distance of 343,0 feet ;

Southwesterly, a line perpendicular to the dividing line between lots 624 and 637 for a distance of 488,5 feet to the dividing line between lots 637 and 639 ;

Southeasterly, the dividing line between lots 637 and 639 to the intersection with the extension of the dividing line between lots 1 and 2 for a distance of approximately 1 876,2 feet ;

Southwesterly, the extension of the dividing line between lots 1 and 2 of the first Range to the intersection with the dividing line between lots 648 and 1 ;

Northwesterly, the dividing line between lots 1 and 648 of the first Range for a distance of 3 956,5 feet ;

Southwesterly a line perpendicular to the dividing line between lots 1 and 648 for a distance of 971,5 feet to the dividing line between lots 16 and 17 of Range 1 ;

Northwesterly, the dividing line between lots 16 and 17 for a distance of 946,5 feet ;

Southwesterly, a line perpendicular to the dividing line between lots 16 and 17 to the dividing line between lots 27 and 29, at the intersection with the southeast limit of the right of way of the servitude ceded to Hydro-Québec ;

Southwesterly, the southeast limit of the right of way of the servitude ceded to Hydro-Québec on lots 29, 30 32, 33, 34, and 35 of Range 1 to the dividing line between lots 35 and 36 ;

Northwesterly, the dividing line between lots 35 and 36 to a straight line perpendicular to the said dividing line between such lots, for an average distance of 9 140 feet from the northwest limit of lot 36 ;

Southwesterly, a straight line perpendicular to the dividing line between lots 35 and 36 to the dividing line between lots 36 and 38 ;

Northwesterly, the dividing line between lots 36 and 38 to the dividing line between Range 1 and the northeast concession of rivière-aux- Chiens ;

Westerly, the dividing line between Range 1 on the one hand and the northeast concession of rivière-aux-Chiens and the Saint-Pierre concession on the other hand ;

Northerly, the dividing line between the Saint-Etienne concession and the Saint-Pierre concession ;



Northeasterly, the northwest limit of lot 298 of the Sainte-Pierre concession to the right bank of the rivière-aux-Chiens ;

Northwesterly, the right bank of rivière-aux-Chiens to the extension of the northwest limit of lot 297 of the northeast concession of rivière-au-Chiens ;

Northeasterly, the said extension and the northwest limit of lot 297 ;

Northeasterly, a line parallel to and 2 400 feet from the northwest line of the cadastre of the parish of Saint-Féréol for a distance of 12 161,8 feet ;

Thence, roughly : north 3° 00' west, 5 673,2 feet ; N 33° 00' E 5 698,1 feet ; S 77° 30' E 6 738,8 feet to a point located on the southwest limit of the Saint-Nicolas concession of the cadastre of the parish of Saint-Féréol, 3 321,5 feet from the northwest line of the said cadastre ;

With reference to the cadastre of the parish of Saint-Féréol, southeasterly, the southwest limit of the Saint-Nicolas concession to a point located 287,7 feet northwest of the dividing line between lots 79 and 84 ;

Northeasterly, a line parallel to and 287,7 feet from the dividing line between lots 79 and 84 for a distance of 1 250 feet ;

Southeasterly, a line parallel to and 1 250,0 feet from the southwest limit of the Saint-Nicolas concession for a distance of 6 042,5 feet to the dividing line between lots 97 and 98 ;

Southwesterly, the dividing line between lots 97 and 98 of the Saint-Nicolas concession for a distance of 1 250,0 feet to the southwest limit of the Saint-Nicolas concession ;

Southeasterly, the southwest limit of the Saint-Nicolas concession for a distance of 2 002,0 feet to the southeast limit of the right of way of the servitude ceded to Hydro-Québec ;

Northeasterly, the southeast limit of the right of way of the servitude ceded to Hydro-Québec for a distance of 3 444,6 feet ;

Northeasterly, a straight line 950,0 feet long to its intersection with another straight line parallel to and 209,2 feet from the dividing line between lots 229 and 230 ;

Northeasterly, a straight line parallel to the dividing line between lots 229 and 230 for a distance of 427,9 feet to its intersection with the southwest line of the right of way of the Saint-Nicolas Range road ;

Southeasterly, the said right of way for a distance of 200,1 feet ;

Southwesterly, a straight line parallel to the dividing line between lots 229 and 230 for a distance of 435,9 feet ;

Southwesterly, a straight line 940,1 feet long to its intersection with a straight line parallel to and 200 feet from the southeast limit of the right of way of the servitude ceded to Hydro-Québec ;

Southwesterly, a straight line parallel to and 200 feet from the southeast limit of the right of way of the servitude ceded to Hydro-Québec, 6 795 feet long, i.e. to the intersection with the dividing line between the properties of Paul-Émile Lachance and Richard Dupont on lot 208 ;

Southeasterly, the said dividing line between such properties to a point located 2 138,2 feet from the dividing line between the Saint-Ignace and Saint-Julien concessions ;

Southwesterly, a straight line 386,2 feet long to its intersection with a point located on the dividing line between lots 206 and 207 at an average distance of 2 160,7 feet from the dividing line between the Saint-Ignace and Saint-Julien concessions ;

Southeasterly, along the dividing line between lots 207 and 206 to a point located 2 534,9 feet from the dividing line between the Saint-Ignace and Saint-Julien concessions ;

Southwesterly, a straight line perpendicular to the dividing line between lots 207 and 206 for a distance of 383,7 feet to the dividing line between lots 205 and 206 ;

Southeasterly, the dividing line between the said lots to a point located 2 684,9 feet from the dividing line between the Saint-Ignace and Saint-Julien concessions ;

Southwesterly, a straight line perpendicular to the dividing line between lots 205 and 206 to its intersection with the dividing line between lots 203 and 204 ;

Southeasterly, the dividing line between lots 203 and 204 for a distance of 400 feet ;

Southwesterly, a straight line perpendicular to the dividing line between lots 203 and 204 to its intersection with the dividing line between lots 202 and 203 ;

Southeasterly, the dividing line between lots 202 and 203 for a distance of 585,5 feet ;

Southwesterly, a straight line perpendicular to the dividing line between lots 203 and 202 to the dividing line between lots 201 and 202 ;

Southeasterly, the dividing line between lots 201 and 202 of the Saint-Julien concession, the dividing line between lots 382 and 386 of the Range 1, i.e. a total length of 2 009,3 feet ;

Southwesterly, a straight line 306,2 feet long to a point located on the dividing line between lots 388 and 386 a distance of 1494,3 feet from the dividing line between line of the Saint-Julien concession and Range 1 ;

Southeasterly, the dividing line between lots 388 and 386 for a distance of 251,5 feet ;

Southwesterly, a straight line perpendicular to the dividing line between lots 387 and 386 to the dividing line between lots 387 and 390 ;

Southeasterly, the dividing line between lots 390 and 387, to the northwest limit of the right of way of the servitude ceded to Hydro-Québec ;

Southwesterly, the northwest limit of the right of way of the said servitude to the dividing line between lots 390 and 392 of the first Range ;

Southeasterly, along the dividing line between lots 390 and 392 to its intersection with a tangent at the east limit of the right of way of the highway ;

Southerly, the said tangent and its extension across the highway to its intersection with the southwest limit of the right of way of the said highway ;

Southeasterly, the southwest limit of the right of way of the said highway to a point located on the front line of the lot of Henri Fortier (P392) a distance of 91,7 feet from the dividing line between his property and that of Alphonse Michel ;

Southwesterly, a line perpendicular to the dividing line between lots 392 and 395 to its intersection with the southeast limit of the right of way of the servitude ceded to Hydro-Québec and the dividing line between lots 408 and 410 ;

Southwesterly, the southeast limit of the right of way of the servitude ceded to Hydro-Québec on lots 410, 413, 414, 415, 417, 418, 419, 421, 425, 428, 441, 445, 446, 447, 454, 456, 457, 461, 464, 466, 471, 472, 473, 474, 475, 476, 479, 482, 486, 489, 491-59, 491-51, 493-59, 493-58, 493-7, 493-49, 497, 498, 499, 500, 506, 508, 511, 513, 516, 520, 523, 529, 649, 544-40, 544-1, 544-31, 544-30, 544-29 and 544-28 ;

Southeasterly, the dividing line between lot 548 on the one hand, lots 544 and 649 on the other hand to its intersection with a straight line perpendicular to the dividing line between lots 520 and 516, an average distance of 898,8 feet from the west line of lot 521 ;

Northeasterly, the said perpendicular line for a distance of 1 307,6 feet to its intersection with the dividing line between lots 516 and 520 ;

Northwesterly, the dividing line between lots 516 and 520 for average distance of 507,4 feet ;

Northeasterly, a line perpendicular to the dividing line between lots 516 and 520 for a distance of 2 737,1 feet to the dividing line between lots 486 and 489 ;

Northwesterly, the dividing line between lots 486 and 489 for an average distance of 3813,4 feet to the southeast side of a public road ;

Northeasterly, the southeast limit of the right of way of the public road to the dividing line between lots 479 and 486 ;

Southwesterly, the dividing line between lots 486 and 484 on the one hand and lot 479 on the other hand for a distance of 4 987,6 feet to the starting point.

These limits are those of the territory of parc du Mont Sainte-Anne, in the municipal county of Montmorency, a copy of the technical description and of the plan of which is kept in the records of the Ministère de l'Énergie et des Ressources.



c. C-61, r.49

## **Regulation respecting the parc Paul-Sauvé Reserve and the Drummondville, Duchesnay, Grosse Île, Ixworth, Parke, Pointe Taillon and Provancher sanctuaries**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territories are established as fish and game reserves under the names of "Parc Paul-Sauvé Reserve, Drummondville, Duchesnay, Grosse Île, Ixworth, Parke, Pointe Taillon and Provancher sanctuaries" :

**(a) The parc Paul-Sauvé Reserve is described as follows :**

A territory situated in the municipalities of the parish of Saint-Joseph-du-Lac, of the village of Pointe-Calumet and the northern part of the parish of L'Annonciation and part of the official cadastre of the parish of L'Annonciation-du-Lac-des-Deux-Montagnes and the cadastre of the parish of Saint-Joseph-du-Lac, described as follows :

**1<sup>st</sup> perimeter :** Commencing at the west corner of lot 199-3-1, thence, northeasterly, the northwestern limit of lots 199-3-1, 200-2 and its extension to the line separating lots 201 and 202 ; southeasterly, the line separating lots 201 and 202 to the intersection with lot 195 ; northeasterly, the northwestern limit of lot 195 to the intersection with the southwestern limit of lot 195-114 ; thence, southeasterly, the southwestern limit of lot 195-114 ; thence, southwesterly, the extension of the southeastern limit of lot 195-114 a distance of five hundred and forty-seven and two tenths feet (547,2 feet, that is, 166,78 metres) ; southeasterly, a straight line one hundred and thirty-one and nine tenths feet long (131,9 feet, that is, 40,2 metres), to the north corner of lot 195-146 ; southwesterly, the northwestern limit of lots 195-146, 195-147-1, 195-147 ; northwesterly, the northeastern limit of lot 195-147 ; southwesterly, the northern limit of lot 195-147 ; thence, southeasterly, the southwestern limit of lot 195-147 to the intersection with the north corner of lot 195-152 ; the northwestern limit of lot 195-152 ; the western limit of lot 195-151 ; the southern limit of lot 195-150 ; thence, in a general southwesterly direction (fence) on lot 195 in part

for distances of five hundred and sixty-five and three hundredths feet (565,03 feet, that is, 172,2 metres) and two hundred and forty-nine and eleven hundredths feet (249,11 feet, that is, 75,93 metres) ; thence, in a general southeasterly direction, a straight line equal to one thousand two and thirty-eight hundredths feet long (1 002,38 feet, that is, 305,52 metres), part of the southwestern limit of the property belonging to Mr. Jacques Fournier ; southwesterly, a straight line fifty-two feet long (52 feet, that is, 15,85 metres), part of the northwestern limit of the property belonging to Mr. Jacques Fournier ; southwesterly, then southeasterly, the limit of the property belonging to Mr. René Labrèche, that is, successive lengths of eighty-two and eight-five hundredths feet (82,85 feet, that is, 25,25 metres) and one hundred and twenty-six and five tenths feet (126,5 feet, that is, 38,56 metres) ; southeasterly, the southwestern limit of the land belonging to Mr. Joseph Guindon, to the northwestern limit of the right of way of road No. 29 ; southwesterly, the northwestern limit of the right of way of road No. 29 to its meeting with the northeastern limit of lot 195-193-3 ; northwesterly, the northeastern limit of lot 195-193-3 and its extension, that is, a total length of one thousand three hundred and ninety-nine and eight hundredths feet (1 399,08 feet, that is, 426,44 metres) ; northeasterly, the southeastern limit of the property belonging to Mr. François Lévesque, that is, five hundred and seventy-nine and two tenths feet (579,2 feet, that is, 176,54 metres) ; northerly, the western limit of lot 195-197 ; the southeastern limit of lots 195-193-1 and 195-192 ; the southwestern limit of lot 195-192 to the north corner of lot 195-191-1-1 ; the northwestern limit of lot 195-191-1-1 and its extension on lot 195-191 ; the northwestern limit of lot 195-191-19 (street) ; northwesterly, the northeastern limit of lots 195-191-2 and 195-194 ; northeasterly, the southeastern limit of lot 195-194 ; northwesterly, the northeastern limit of lots 195-194 and 199-2 to the point of commencement.

**2<sup>nd</sup> perimeter :** Commencing at the west corner of lot 147-97, thence, in a general northeasterly direction, the southeastern limit of the right of way of road No. 29 to the west corner of lot 147-98-2-31 ; thence, the southwestern limit of lots 147-98-2-31, -32, -33 ; the southeastern limit of lot 147-98-2-33 ; southeasterly, the southwestern limit of lot 147-98-2-19 ; northwesterly, the southwestern limit of lot 147-98-2-15 ; the northwestern, then northeastern limit of lot 147-98-2-15 to the south corner of lot 147-98-2-8 ; the southeastern limit of lot 147-98-2-8 ; the northeastern limit of lots 147-98-2-8, -7, -6, -5, -4, -3, -1 ; northeasterly, the southeastern limit of the right of way of road No. 29 to a point sixty-five feet (65 feet, that is, 19,8

metres) southwest of the line separating lots 191 and 192 ; thence, southeasterly, a straight line one hundred and eighty feet long (180 feet, that is, 54,9 metres) parallel to the line separating lots 191 and 192 ; northeasterly, a straight line sixty-five feet long (65 feet, that is, 19,8 metres) parallel to road No. 29 ; southeasterly, the line separating lots 191 and 192 a distance of one thousand three hundred and twenty and ninety-eight hundredths feet (1 320,98 feet, that is, 402,6 metres) ; northeasterly, a straight line one thousand two hundred and twenty-five feet long (1 225 feet, that is, 373,4 metres) to a point situated on the line separating lots 189 and 190. The said point is situated a distance of six hundred and eighty-seven and sixty-nine hundredths feet (687,69 feet, that is, 209,6 metres) from the northern limit of the right of way of the former road ; northwesterly, the line separating lots 189 and 190 a distance of six hundred and sixty-six and twenty-five hundredths feet (666,25 feet, that is, 203,1 metres) ; northeasterly, a straight line five hundred and seventy-eight and seventy-three hundredths feet long (578,73 feet, that is, 176,4 metres) to the line separating lots 188 and 189. The said meeting point is situated a distance of one thousand five hundred and sixty-five feet (1 565 feet, that is, 477 metres) from the northern limit of the right of way of the former road and measured along the line separating the said lots ; northeasterly, a straight line one thousand one hundred and eighty-eight and forty-eight hundredths feet long (1 188,48 feet, that is, 362,2 metres), to a point situated on the line separating lots 186 and 187. The said point is situated a distance of one thousand six hundred and sixty-two and seventy-eight hundredths feet (1 662,78 feet, that is, 506,8 metres) from the northwestern limit of the right of way of the former road and measured along the line separating the said lots ; southeasterly, the line separating lots 186 and 187 one thousand two hundred and four and twenty-one hundredths feet long (1 204,21 feet, that is, 367 metres), easterly, a straight line two thousand seven hundred and eighty-five and two tenths feet long (2 785,2 feet, that is, 848,9 metres) to its meeting with the line separating lots 159 and 160 ; easterly, the extension of the preceding line one hundred and twelve and fifteen hundredths feet long (112,15 feet, that is, 34,2 metres) ; northeasterly, successive lengths of one thousand five hundred and thirty feet (1 530 feet, that is, 466,3 metres) and eight hundred and ninety feet (890 feet, that is, 271,3 metres) to a point situated a distance of one thousand two hundred and fifty-three and seven tenths feet (1 253,7 feet, that is, 382,1 metres) southeast of the former road and measured in a parallel direction with the line separating lots 161 and 162 ; northwesterly, a straight line parallel with the line separating lots 161 and 162 to the southeastern limit of the right of way of the former road, northeasterly, the right of way of the former road a distance of four thousand one

hundred and twenty-one and fifty-four hundredths feet (4 121,54 feet, that is, 1 256,2 metres) ; easterly, following the limit of the La Trappe Station of Hydro-Québec, a straight line four hundred and thirty-seven and sixty-five hundredths feet long (437,65 feet, that is, 133,4 metres) ; northeasterly, successive straight lines sixty-eight and fifty-four hundredths feet (68,54 feet, that is, 20,9 metres) and ninety-one and seventy-nine hundredths feet (91,79 feet, that is, 28 metres) ; northeasterly, the southern limit of road No. 29 a distance of five hundred and ninety-one and two tenths feet (591,2 feet, that is, 180,2 metres) to the line separating lots 170 and 111, the latter lot being part of the cadastre of the parish of Saint-Joseph-du-Lac ; south-easterly, the line separating lots 170 and 111 one thousand five hundred feet long (1 500 feet, that is, 457,2 metres) ; northeasterly, a straight line five hundred and seventy-five and eight tenths feet long (575,8 feet, that is, 175,5 metres) to the line separating lots 110 and 111. The said meeting point is situated at a distance of two thousand seven hundred and seventeen and seven tenths feet (2 717,7 feet, that is, 828,3 metres) from the line separating the municipalities of the parish of Saint-Joseph-du-Lac and the village of Pointe-Calumet ; southeasterly, the line separating lots 110 and 111 a distance of six hundred and sixty-eight and nine tenths feet (668,9 feet, that is, 203,9 metres) ; northeasterly, a straight line five hundred and eighty-two feet long (582 feet, that is, 177,4 metres) to the line separating lots 109 and 110. The said meeting point is situated at a distance of two thousand fifty-nine and ninety-five hundredths feet (2 059,95 feet, that is, 627,9 metres) from the line separating the said municipalities ; northeasterly, the extension of the preceding line a distance of thirty-four and three tenths feet (34,3 feet, that is, 10,4 metres) to the southwestern limit of the right of way of Highway No. 640 ; southeasterly, the southwestern limit of the right of way of Highway No. 640 to the line separating lots 109 and 110 ; southeasterly, the line separating lots 109 and 110 a distance of seven hundred and forty-two and twenty-five hundredths feet (742,25 feet, that is, 226,2 metres) ; northeasterly, the arc of a circle one thousand one hundred and fifty-one and eleven hundredths feet long (1 151,11 feet, that is, 350,8 metres) of a circular curve of a radius equal to two thousand seven hundred and ninety-six and forty-eight hundredths feet (2 796,48 feet, that is, 852,3 metres) the said arc being the southeastern limit of the right of way of Highway No. 640 ; easterly, the southern limit of the right of way of Highway No. 640 a distance of one hundred and seventy-one feet (171 feet, that is, 52,1 metres) ; southeasterly, the extension and southwestern limit of lots 108-339 to 108-355, to the line separating the municipalities of the parish of Saint-Joseph-du-Lac and the village of Pointe-Calumet ; southwesterly, the line separating the aforesaid municipalities to the line separating lots 109 and 110 ; southeasterly, the line separating

original lots 109 and 110 and its extension into the lac des Deux-Montagnes a distance of one-half mile (0,5) from the normal high-water mark ; thence, in a general south-westerly direction then northwesterly, a line parallel and at a distance of one-half mile from the normal high-water mark of lac des Deux-Montagnes to its meeting with the extension of the axis of rivière aux Serpents at its south-western extremity ; northeasterly, the extension of the axis of rivière aux Serpents a distance of one-half mile ; in a general northwesterly direction, the right bank of rivière aux Serpents to its meeting with the southwestern limit of lot 147-97 ; northwesterly, the southwestern limit of lot 147-97 to the point of commencement. Containing a total area of four thousand six hundred and eighty six acres (4 686 acres) that is, one thousand eight hundred and ninety-six and three tenths hectares (1 896,3 hectares).

**(b) The Drummondville Sanctuary is described as follows :**

Lots numbers 50, 52, 53, 54, 55, 56, 57, 58 and 59 and the entire rivière Saint-François in front of the said lots, lot 60 and one-half of rivière Saint-François in front of the said lot, the whole as described in the official plan and book of reference of the official cadastre of the township of Grantham, county of Drummond ; lots numbers 73, 74, 75, 76, 77, 78, 79, 80, 81, 82 and 83 and one-half of rivière Saint-François in front of the said lots and lots 177, 178, 179, 180 and the part of lots 84, 85, 86, 87, 88, 89 situated between the road and rivière Saint-François, the whole as described in the official plan and book of reference of the official cadastre of the township of Wendover, in the county of Drummond, later annexed to the county of Yamaska ; part of lot number 654 situated between the road and rivière Saint-François, as described in the official plan and book of reference of the official cadastre of the parish of Saint-Joachim-de-Courval, county of Yamaska.

**(c) The Duchesnay Sanctuary is described as follows :**

A territory, comprising in reference to the official cadastres of the parish of Sainte-Catherine and the parish of Saint-Raymond, the lots or parts of lots enclosed within the following limits, that is : commencing at the intersection of the southwest shore of lac Saint-Joseph with the southeastern extremity of lot 756 of the VII<sup>th</sup> concession, official cadastre of the parish of Sainte-Catherine ; thence, successively, the following lines and demarcations :

Southwesterly, following the front of the VII<sup>th</sup> concession to the intersection of the lateral of lots 334 and 335 of the V<sup>th</sup> concession ; thence, following the lines delimiting lots 333 and 334 and a part of lot 335 of the V<sup>th</sup> concession, the whole as established by J.-M. Pleau, L.S., in 1962, to the northwestern extremity of lot 333 ; thence, in a southwesterly direction following the front of the VII<sup>th</sup> concession to the lateral of lots 510 and 511 ; thence, in a

northwesterly direction following the said lateral to the front of the VIII<sup>th</sup> concession ; thence, in a southwesterly direction following the front of the said concession to the line separating lots 518 and 757 ; thence, in a northwesterly direction following the latter to the front of the IX<sup>th</sup> concession ; thence, in southwesterly direction following the front of the said concession to the lateral of lots 549 and 550 ; thence, in a northwesterly direction following the said lateral to the front of the X<sup>th</sup> concession ; thence, in a southwesterly direction following the front of the said concession to the lateral of lots 554 and 555 ; thence, in a northwesterly direction following the said lateral to the front of the XI<sup>th</sup> concession ; thence, in a southwesterly direction following the said concession to the lateral of lots 578 and 579 ; thence, in a northwesterly direction following the said lateral to the front of the XII<sup>th</sup> concession, thence, in a northeasterly direction following the said lateral to the front of the said concession to the lateral of lots 588 and 587 ; thence, in a northwesterly direction following the said lateral to the line separating the township of Gosford and the seigniory of Fossambault ; thence, in a northeasterly direction following the front of Range I of the said township to the southwestern line of lot 757-2 ; thence, in a southeasterly direction following the latter to the southeastern limit of lot 757-2 ; thence, in a northeasterly direction following the said limit to the line established by J.-P. Castonguay, L.S., in 1944, being the northeastern limit of lot 757-2 ; thence, in a northwesterly direction, along the said northeastern line of lot 757-2, along the lateral of lots 10 and 11 of Range I, township of Gosford, along the southwestern limit of lots A-1 and A-6 of block A, along a line crossing lac Sept-Îles and being the extension of the southwestern limit of lot A-6, block A, to the northwest shore of the said lake ; thence, in a westerly direction following the shore of lac Sept-Îles the width of lots A-54 (part), A-55, A-56, A-57 and A-58 to the lateral lots A-58 and A-59 ; thence, in a northerly direction following the said lateral and extending it in the same direction to the northeastern limit of lot A-5 (road) ; thence, in a northwesterly direction following the northeastern side of lot A-5 (road) and lot 11-1 (road) to the western limit of lot 11-1 (road) ; thence, in a northwesterly direction in the extension of the northeastern side of lot 11-1 (road) to the intersection of the line separating lot 10, Range III and lot 11, Range II ; thence, in a northwesterly direction following the said separative line to the front of Range III ; thence, in a northeasterly direction following the line in front of said Range III to its intersection with the southwestern line of lot 19 of Range III ; thence, in a southeasterly direction following the latter to the front of Range III ; thence, following the southeastern limit of lots 19 and 20 of Range III to the lateral of lots 20 and 21 of Range III ; thence, in a northwesterly direction following the said lateral to the meeting of the high-land mark as established

by G. Guay, L.S., in 1937; thence, in a northerly and northeasterly direction following the latter to the meeting with the lateral of lots 23 and 24 of Range III; thence, in a southeasterly direction following the said lateral on the depth of ranges III (part), II and I and following the extension of the said lateral crossing lots 757 and 757-1 of the XI<sup>th</sup> concession of the official cadastre of the parish of Sainte-Catherine to the west corner of lot 759 of the X<sup>th</sup> concession; thence, following the northeastern, eastern and southeastern limits of lot 860 to the meeting of the said southeastern line with the southwest side of lot 860-879 (road); thence, in a northerly direction following the southwest side of the said road to the southern line of lot 860-945; thence, in a westerly direction following the latter to the east shore of lac Saint-Joseph; thence, following the bends of the shore on the width of lots 860-945 to 860-935 to the north lateral of lot 860-935; thence, in a westerly direction following the said lateral to the western limit of lot 860-879; thence, following the west side of lots 860-879 (road) and 860-878 (road) to the southern limit of lot 860-261; thence, in an easterly direction following the latter to the southeast corner of lot 860-261; thence, following the western limit of the said lot and the northeastern limit of lots 860-260 to 860-258 to the northwest lateral of lot 860-258; thence, in a southwesterly direction following the said lateral to the northeast shore of lac Saint-Joseph; thence, following the bends of the said shore to the southeastern line of lot 860-995; thence, in northeasterly and northwesterly directions following the latter to the south side of lot 860-1 (road); thence, in a northerly direction and crossing said 860-1 (road) to the northern limit of the said lot; thence, in a westerly direction following the north side of lots 860-731 (road) and 860-730 (road) and the northwest side of said lot 860-1 (road) to its intersection with the lateral of lots 860-474 and 860-25; thence, in a westerly direction following the lateral to the western limit of the said lots; thence, in a southerly direction following the rear line of lots 860-25 to 860-14 inclusive and 860-473 and 860-467 inclusive to the lateral of lots 860-466 and 860-467; thence, in an easterly direction following the said lateral to its meeting with lot 860-1 (road); thence, in southerly, southeasterly and southwesterly directions along the side of a road numbered 860-1, 750-10, 751-11, 752-13, 753-36, 754-66 and 753-35 to the northeastern limit of lot 755; thence, in a southeasterly direction following the said northeastern limit to its intersection with the northwest line of lac Saint-Joseph; thence, in a southeasterly direction following the bends of the shore of the said lake crossing its discharge and continuing to follow the said shore to the point of commence of the present description.

Lots 860-88 to 860-97 inclusive of the official cadastre of Sainte-Catherine, situated on the northeast side of lot 860-1 are to be included in the territory described above.

The said territory described above contains a total area of 34.4 square miles, E.G. and was partially delimited by J.-P. Castonguay, L.S., in 1934 and 1944, J.-M. Pleau, L.S., in 1962 and R. Greffard, L.S., in 1969.

**(d) The Grosse Île Sanctuary is described as follows :**

A territory comprising Grosse Île, county of Montmagny and a strip of land immersed one-quarter ( $\frac{1}{4}$ ) of a mile around the said island.

**(e) The Ixworth Sanctuary is described as follows :**

A territory containing 2.34 square miles which is part of the township forest reserve of the township of Ixworth, county of Kamouraska and comprising lots 1, 2, 3, 4 and 5 of Range VIII of the township of Ixworth, and lots 1, 2, 3, 4 and the southwest half of lot 5 of range VII of the said township.

**(f) The Parke Sanctuary is described as follows :**

A territory situated in the townships of Bungay, Parke and Pohénégamook, county of Kamouraska, containing 46 square miles. Commencing at a point situated at the intersection of the line separating Ranges VI and VII of the township of Parke and the line separating the counties of Témiscouata — Kamouraska; thence, southeasterly of the line separating the said counties to the right bank of rivière Saint-François; thence, in a general southwesterly direction, the right bank of rivière Saint-François to the intersection with the line separating Ranges IV and V of the township of Pohénégamook; thence, southwesterly of the line separating Ranges IV and V of the said township to the line separating lots 29-30 of Range IV; thence, northwesterly, the line separating lots 29-30 of Range IV to the line separating Ranges III and IV; thence, southwesterly, the line separating Ranges III and IV to the southwestern line of lot 26 of Range III; thence, northwesterly, the southwestern limit of lot 26 of Range III to the line separating Ranges II and III; thence, southwesterly, the line separating Ranges II and III to the southwest line of lot 24 of Range II; thence, northwesterly, the southwest line of lot 24 of Range II to the line separating Ranges I and II; thence, southwesterly, the line separating Ranges I and II to the southwestern line of lot 20 of Range I to the line separating lots 14 and 15 of Range I; thence, southwesterly, the line separating lots 14 and 15; northwesterly, the southwestern line of lots 15 and 16 of Range I; northeasterly, the line separating lots 16 and 17 to the southwestern limit of lot 20 of Range I; thence, northwesterly, the southwestern limit of lot 20 to the line separating the townships of Pohénégamook — Parke; thence, southwesterly, the line separating the townships of Pohénégamook — Parke to the line separating lots 1A and 1B of Range A of the township of Parke; thence, northwesterly, the line separating lots 1A and 1B of Range A to

the line separating lots 1B and 2; thence, southwesterly, the line separating lots 1B and 2 of Range A to the line at the northeastern limit of the right of way of road No. 51; thence, northwesterly, the northeastern limit of road 51 to the line separating original lots 2 and 3; thence, southwesterly, the line separating original lots 2 and 3 a distance of approximately forty-nine (49) chains; thence, southeasterly, a line perpendicular to the line separating original lots 2 and 3 to the line separating original lots 1 and 2; thence, southwesterly, the line separating original lots 1 and 2 to the line separating Ranges B and C; thence, southeasterly, the line separating Ranges B and C to the line separating the townships of Parke and Pohénégamook; thence, southwesterly, the line separating the townships of Parke — Pohénégamook to the line dividing the townships of Parke — Bungay; thence, northwesterly, the line separating the townships of Parke — Bungay to the line separating Ranges VII and VIII of the township of Bungay; thence, southwesterly, the line separating Ranges VII and VIII of the said township to the line separating lots 5 and 6 of Range VII; thence, northwesterly, the line separating lots 5 and 6 of Ranges VII, VI and V to the line separating Ranges IV and V of the township of Bungay; thence, northeasterly, the line separating Ranges IV and V to the line separating the townships of Bungay — Parke; thence, northwesterly, the said line separating the cadastre of the township of Parke from the cadastre of the parish of Saint-Alexandre; thence, northeasterly, the said line separating the township of Parke from the cadastre of the parish of Saint-Alexandre to the southwestern limit of the right of way of road No. 51; thence, southeasterly, the southwestern limit of the right of way of road No. 51 to the line separating lots 23 and 24 of Range A, township of Parke; thence, northeasterly, the line separating lots 23 and 24 of Range A to the southwestern limit of lot 44 of Range V; thence, southeasterly, the southwestern limit of lots 44 of Ranges V and VI to the line separating Ranges VI and VII of the said township; thence, northeasterly, the line separating Ranges VI and VII to the point of commencement.

Lots 10, 11 and 12 of Range A and 10 and 11 of Range B of the township of Parke are to be withdrawn.

(g) **The Pointe Taillon Sanctuary is described as follows :**

A territory comprising all that part of the township of Taillon in the county of lac Saint-Jean, in the Province of

Québec, west of the eastern limits of lots forty, Ranges two, three, four and five, of the northern extension of the said eastern limit of lot forty, Range five, and of the southern extension of the said eastern limit of lot forty, Range two, and all the strip of land, immersed or not, west of the said extensions, which strip extends between the shores of lac Saint-Jean and grande rivière Péribonka which limits the said township and a line in the said lake and the said river following the bend of the said shores at a distance of ten chains.

(h) **The Provancher Sanctuary is described as follows :**

A territory comprising the following islands situated in the county of Rivière-du-Loup : Île-aux-Basques and the two Razades and a strip of land immersed one-half (½) mile around the said islands.

## DIVISION II REGULATION

**2.** Hunting is prohibited.

**3.** No person, with the exception of the following, shall possess arms or hunting devices :

(a) peace officers in the exercise of their duties ;

(b) users of roads who drive across the Parke and Drummondville sanctuaries, provided they do not stop in such reserves except in case of necessity.

**4.** No person shall keep a dog in the Parke and Duchesnay sanctuaries, except in the residential district of the Duchesnay Sanctuary known as Duchesnay Campus and bordered by lac Saint-Joseph, its discharge, that part of regional road 367 from Québec to Saint-Raymond to its intersection with the road skirting lac Saint-Joseph and the said road skirting lac Saint-Joseph from such intersection to the Northeast limit of lot 755.

**5.** In the Duchesnay Sanctuary, no person shall, except on the waters of lac au Chien and its discharge into lac Sept-Îles, fish or possess fishing gear.

**6.** In the reserve of the Parke Sanctuary, no person, except the holders of exclusive fishing rights, shall fish or possess fishing gear.

**7.** No person shall, in the parc Paul-Sauvé Reserve, travel or stay unless he holds a licence issued for such purpose.

**8.** It is prohibited to dispose of waste or refuse other than in the receptacles and at the places provided for such purpose.

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O.C. 1272-75, (1975) 107 O.G. II, 1667

O.C. 3486-78, (1979) 111 G.O., 2623

O.C. 3487-78, (1979) 111 G.O., 2399





c. C-61, r.50

## Regulation respecting the Aiguebelle Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established at a wildlife sanctuary known under the name of the "Aiguebelle Wildlife Sanctuary" :

A territory situated in the county municipality of Abitibi in the township of Aiguebelle, covering an area of 238 km<sup>2</sup> and whose perimeter may be described as follows :

Starting from a point situated on the east shore of lac Loïs at the meeting with the division line of the townships of Privat and Aiguebelle ; thence easterly, following the division line of the said townships ; then southerly, following the division line of the townships of Aiguebelle and Manneville skirting to the west block "C" of the township of Aiguebelle, to the meeting with the right bank of rivière Kinojevis ; then southwesterly and westerly, following the right bank of rivière Kinojevis, the left bank of the effluent of lac Matissard, the north shore of the said lake to the meeting with the southern limit of the township of Aiguebelle ; thence westerly and northerly following the southern and western limit of the township of Aiguebelle to the meeting with the south shore of lac Duchat ; thence following a south-easterly then northerly general direction, the south shore of lac Duchat, the left bank of the effluent of lac Loïs, the south and east shores of lac Loïs to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit.

**5.** A person must hold a right of access in order to stay in a cottage or lodge.

**6.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish or camp.

**8.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**9.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or an authorized operator may not hold more than 3 occupants.

**10.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**11.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary. The use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**12.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**13.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**14.** Within the wildlife sanctuary a person may not :

- (a) fell or mutilate trees or underbush without a wood-cutting permit ;
- (b) deface or deform natural formations such as rock formations ;
- (c) throw waste or litter elsewhere than in places provided for this purpose ;
- (d) damage or break buildings or furnishings.

**15.** Dogs are not permitted in the wildlife sanctuary except for seeing-eye dogs accompanying their masters and bloodhounds used in search operations.

**16.** It is forbidden, except for employees of the Department acting in the performance of their duties, to operate motorcycles or "all terrain" vehicles in areas other than those specifically laid out for vehicle traffic.

**17.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**18.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**19.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**20.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**21.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**22.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**23.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**24.** All fishing catches must be shown for purposes of counting and weighing.

**25.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**26.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

[illegible]

O.C. 2031-80, (1980) 112 G.O.II, 3553  
O.C. 2032-80, (1980) 112 G.O.II, 3557



c. C-61, r.51

## Regulation respecting the Baie-Trinité Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory, whose plan appears in Schedule A hereto, constitutes the Baie-Trinité Fish and Game Reserve :

A territory situated in the townships of DeMonts, Fard, Royer, Cannon, Fitzpatrick and partly in the unorganized territories of Duplessis and Saguenay counties, containing three hundred and fifty-six square kilometres (356 km<sup>2</sup>) and whose perimeter may be described as follows :

#### 1<sup>st</sup> perimeter :

Commencing at a point one thousand metres (1 000 m), more or less, east of the southern end of Nadeau Lake, this point being the intersection of the left bank of the effluent of Nadeau Lake with the northern limit of the right of way of route 138 (lat. : 49° 24', long. : 67° 27') ; thence, in a generally northerly direction, the left bank of the said effluent to its meeting with a line parallel to and sixty metres (60 m) distant from the right bank of the Grande-Trinité River ; thence westerly, and then in a generally northerly direction, a line parallel to and sixty metres (60 m) distant from the right bank of the Grande-Trinité River, skirting Trinité Lake to the west ; thence a line parallel to and sixty metres (60 m) distant from the tributary of Trinité Lake, the effluent of Washmahwun Lake and the western shore of Washmahwun Lake to the northern end of the said lake, from the effluent and the lake situated north of Washmahwun Lake, skirting it to the north, to its southern end ; thence, in a direction generally southeast, northeast and then southeast, a line parallel to and sixty metres (60 m) distant from the tributary of the said lake toward the northeast and then the south, a line parallel to and sixty metres (60 m) distant from the chain of lakes met there to the southern end of the last lake ; thence, azimuth 145° 30', a distance of one thousand metres (1 000 m), more or less, to its meeting with a line parallel to and sixty metres (60 m) distant from the south side of the effluent of an unnamed lake ; thence, in a direction generally south-

west and then southeast, a line parallel to and sixty metres (60 m) distant from the said effluent and from the lake which meets it there, up to the southern end of the said lake (latitude : 49° 46' 30", longitude : 67° 25' 40") ; thence, azimuth 135° 00' a distance of one hundred metres (100 m), more or less, to the meeting with a line parallel to and sixty metres (60 m) distant from an unnamed lake ; thence, southeasterly and then in a generally southerly direction, a line parallel to and sixty metres (60 m) distant from the effluent of the said lake up to the southern end of the lake situated according to the geographical coordinates, latitude : 49° 42' 40", longitude : 67° 24' 20" ; thence, azimuth 183° 15', a distance of six hundred and fifty metres (650 m), more or less to the intersection with a line parallel to and sixty metres (60 m) distant from the left bank of the Petite Trinité River ; thence, following a direction generally east, southwest and then southeast, a line parallel to and sixty metres (60 m) distant from the left bank of the Petite Trinité River, skirting to the east the lakes met there, up to its meeting with the eastern limit of the right of way of the road leading to Chasseurs Lake ; thence, following a generally southeasterly direction, the eastern limit of the right of way of the said road to its meeting (at the level of the first bridge across the Petite Trinité River) with a line parallel to and sixty metres (60 m) distant from the left bank of the said river ; thence, a line parallel to and sixty metres (60 m) distant from the left bank of the Petite Trinité River to its meeting (at the level of the bridge across the Petite Trinité River) with the eastern limit of the right of way of the road leading to Chasseurs Lake ; thence, the eastern limit of the right of way of the said road up to its meeting (at the level of the bridge across the Petite Trinité River) with a line parallel to and sixty metres (60 m) distant from the left bank of the Petite Trinité River ; thence, the said line parallel to and sixty metres (60 m) distant from the left bank of the Petite Trinité River to its meeting with the southwestern limit of bloc C of the township of Royer ; northwesterly, the southwestern limit of blocks C and D of the said township ; northeasterly, the northwestern limit of blocks D and A ; southeasterly, the eastern limit of blocks A and B ; southwesterly, the southeastern limit of block B to the meeting with the western limit of the right of way of the Hydro-Québec power lines ; thence, following a generally southerly direction, the western limit of the right of way of the power lines to the meeting with the rear line of lot 44 in the village of Îlets aux Caribous ; thence, the rear line of lots 44, 43, 42, 41, 40-B, 40-A, 31, 12, 11-A, 9 and 39 ; the southern limit of lot 39 to its meeting with the western limit of the right of way of the power lines ; southwesterly,

the western limit of the right of way of the power lines to the meeting with the extension of the eastern limit of block 15 of the township of Royer ; northerly, the said extension of the eastern limit of block 15 ; southwesterly the northwestern limit of block 15 ; southerly, the western limit of block 15 ; southwesterly, the northwestern limit of block 15 ; southerly, the western limit of block 15 ; southwesterly, the northwestern limit of block 15 ; southerly, the western limit of block 15 ; southwesterly, a straight line joining the southwest corner of block 15 to the northwest corner of block 13 ; southeasterly, the southwestern limit of block 13 and its extension to its meeting with the northwestern limit of the right of way of the power lines ; southwesterly, the northwestern limit of the right of way of the power lines to its meeting with a line parallel to and sixty metres (60 m) distant from the left bank of a tributary met there, such point being situated at a distance of two thousand three hundred and fifteen metres (2 315 m) south of the line separating the townships of Royer and DeMonts, and measured along the right of way of the power lines ; thence, a line parallel to and sixty metres distant from the said tributary to the meeting with the northern limit of the right of way of the road alongside the Grande-Trinité River ; thence, following a generally southeasterly direction, the northern limit of the right of way of the said road to the meeting with the northern limit of lot 8 ; easterly, the northern limit of lot 8 ; southerly, the western limit of block 0 to its meeting with the northeastern limit of the road alongside the Grande-Trinité River ; thence, the northeastern limit of the right of way of the road alongside the said river to its meeting with the northwestern limit of the right of way of route 138 ; thence, following a generally southwesterly direction, the northwestern limit of the right of way of route 138 to its meeting with the eastern limit of lot 1 (street on the cadastre) range B ; northerly, the eastern limit of lots 1 and 32 range B ; southwesterly, the northwestern limit of lot 32 range B ; southeasterly, the southwestern limit of lots 32 and 33 range B ; thence, following a generally southwesterly direction, the northwestern limit of the right of way of route 138, up to the starting point. Less and to withdraw lots A-7, A-8, A-9 block R, north side of the mouth of the Grande-Trinité River.

## **2<sup>nd</sup> perimeter :**

A territory comprising lots A-1, A-2, part of A-3, north side of the mouth of the Grande-Trinité River. Lots B-1-4, B-1-2, B-4, B-1-3, A-1-1, A-1-2, A-27 of the Grande-Trinité River and that part of the bed of the Grande-Trinité River lying east of route 138.

Less and to withdraw the following parcel of land from lot A-3 : of irregular shape and bounded as follows : to the north, lot 7-13-2 ; to the northeast, the southeast and the

southwest, another part of lot A-3 ; to the northwest, route 138 ; measuring northerly, twenty-one and thirty-four hundredths metres (21,34 m) ; northeasterly, thirty and forty-eight hundredths metres (30,48 m) ; southeasterly, thirteen and seventy-three hundredths metres (13,73 m) ; southwesterly, thirty-nine and sixty-two hundredths metres (39,62 m) ; northwesterly, twenty-five and ninety-seven hundredths metres (25,97 m).

## **DIVISION II REGULATION**

**2.** In this Regulation, the expression "Management Association" means a non-profit corporation entrusted by the Minister of Recreation, Fish and Game with the administration of the reserve.

**3.** In order to hunt or fish in the reserve, a person must hold a licence to hunt or fish and also hold the written authorization of the Management Association.

**4.** A fisherman who catches a salmon must bring it intact to a station provided for such purpose in order to have it measured and registered.

**5.** Every catch, save the salmon provided for in section 4, must be declared at an Association station.

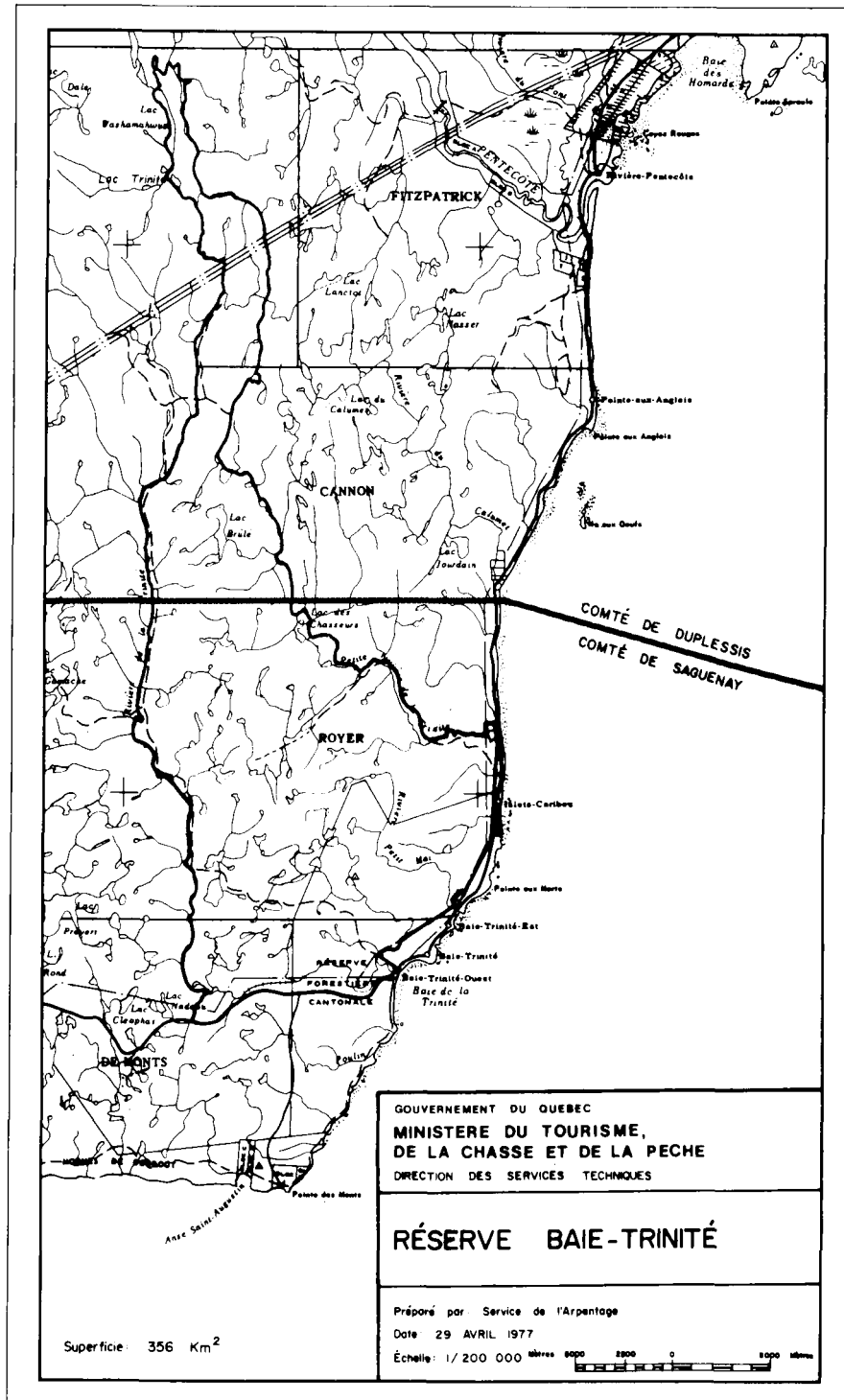
**6.** The Minister of Recreation, Fish and Game is authorized to make such improvements or structures as he deems expedient in this reserve.

**7.** Travel is prohibited within the reserve between 22 h and 5 h.

**8.** Trapping is permitted for those who hold hunting ground registered for hunting fur-bearing animals.

## SCHEDULE A

(s. 1)





c. C-61, r.52

## Regulation respecting the fish and game reserves of Baldwin and Port-Daniel

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territories constitute the fish and game reserves of Baldwin and Port-Daniel :

(a) **Baldwin Reserve** : The Baldwin Reserve may be described as follows : A territory consisting of :

i. the township of Baldwin situated in the municipality of the county of Gaspé-Ouest, less that part of the said township situated to the south of the road leading from the western branch to the eastern branch of the Petite-Cascapédia River, and to the east of the strip of three chains of the western branch of the Petite-Cascapédia River ;

ii. that part of the township of Deville situated to the north of the road built by the Bathurst Power and Paper Company, from the trans-Gaspesian highway near the Sterling gate passing by Sainte-Anne Lake and entering the township of Deslandes near Madeleine Lake and also the right of way of the road itself, in the township mentioned above.

(b) **Port-Daniel Reserve** : A territory situated in the counties of Bonaventure and Gaspé-Est, consisting of the following territory :

i. the Port-Daniel-Nord River in the county of Bonaventure as well as a strip of land three chains in width on each side of the said river, from its source to the line separating lots 25 and 26 of Range VI in the original survey of the township of Port-Daniel ;

ii. that portion of Ranges VIII to XV inclusively of the township of Port-Daniel situated east of the Port-Daniel-Nord River. Less and to withdraw lots 29, 30 and 36 of Range VIII of the said township ;

iii. that portion of lot 30 of Range IX of the township of Port-Daniel situated to the west of the Port-Daniel-Nord River ;

iv. the following territory in the township of Newport, county of Gaspé-Est :

(A) the southern half of lot 1, Range XIII ;

(B) lots 1 to 5 inclusively and the southern half of lot 6, Range XII ;

(C) lots 1 to 6 inclusively of Range XI.

### DIVISION II REGULATION

**2.** No person shall travel or stay in these reserves, unless he is the holder of a licence issued for such purpose by the Minister of Recreation, Fish and Game.

**3.** No person shall stay or travel in another place, engage in another activity, or travel at another time than that stipulated in the said licence.

**4.** Hunting shall be prohibited in these reserves, except during the periods and upon the conditions established by the Government.

**5.** No person, with the exception of duly authorized persons, shall be in possession of hunting gear or fishing tackle in these reserves.

**6.** No person, with the exception of the concession or licence holder duly authorized for such purpose, shall carry on trade in these reserves.

**7.** Except in the case of *force majeure*, no person shall land an airplane in these reserves unless he is the holder of a licence issued for such purpose by the Minister of Recreation, Fish and Game, and it is prohibited to land an airplane elsewhere than at the places determined on the licence.

**8.** No person shall, without a licence issued for such purpose by the Minister of Recreation, Fish and Game, bring animals into these reserves.

**9.** The Minister is authorized to build structures for lodging purposes and to make all improvements for the carrying out of the objectives of these reserves.

**10.** It is prohibited to dispose of refuse other than in containers and at the places provided for such purpose.

**11.** Every person who has obtained permission to camp in these reserves must not neglect to clean the site on which he camped, prior to his departure.

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O.C. 1495-74, (1974) 106 O.G.II, 1903

O.C. 1496-74, (1974) 106 O.G.II, 2009

O.C. 3225-74, (1974) 106 O.G.II, 4151

O.C. 2999-77, (1977) 109 O.G.II, 5337





c. C-61, r.53

## Regulation respecting the Cap-Chat Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the “Cap-Chat Wildlife Sanctuary” :

A territory of one hundred and twenty-one square kilometres (121 km<sup>2</sup>) situated in the townships of Cherbourg, Dalibaire, Romieu and Joffre, in the county of Matane, whose perimeter is described as follows :

Starting from a point situated on the separating line of Ranges VII and VIII, township of Romieu, sixty and thirty-five hundredths metres (60,35 m) to the west of the left bank of rivière Cap-Chat ; thence in a general southwesterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) to the west from the left bank of the said river to the mouth of ruisseau Isabelle ; thence in a general westerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) to the north from the left bank of the said stream, to the township line of Joffre-Leclercq ; thence in a general northwesterly direction, following the said line to its meeting with the township line of Leclercq-Cherbourg, thence in a general southwesterly direction, following the said township line to the northeastern limit of lot 56 of Range XII ; thence in a general northwesterly direction, following the northeastern limit of lot 56 of Ranges XI and XII ; thence in a general southwesterly direction, following the said separating line of the said ranges to the separating line of lots 51 and 52 of Range X ; thence in a general northwesterly direction, following the separating line of the said lots of the said range to the separating line of Ranges IX and X ; thence in a general northeasterly direction, following the separating line of the said ranges to the township line of Cherbourg-Dalibaire ; thence, in a general southeasterly direction, following the said township line to the median line of Range X of the township of Dalibaire ; thence in a general northeasterly direction, the said median line to the eastern limit of lot 38 of Range X ; thence in a general northwest-

erly direction, following the said eastern limit of the said lot to its meeting with the separating line of Ranges IX and X ; thence in a general northeasterly direction, following the said separating line of the said ranges to the eastern limit of lot 51 of Range IX ; thence in a general northwesterly direction, following the eastern limit of lots 51 to 56 of Ranges VIII and IX to the separating line of Ranges VII and VIII ; thence in a general northeasterly direction, following the said separating line of Ranges VII and VIII to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish, except for atlantic salmon.

Residents only are authorized to hunt moose in the wildlife sanctuary and must hold a right of access the cost of which is 18 \$ per person per day.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

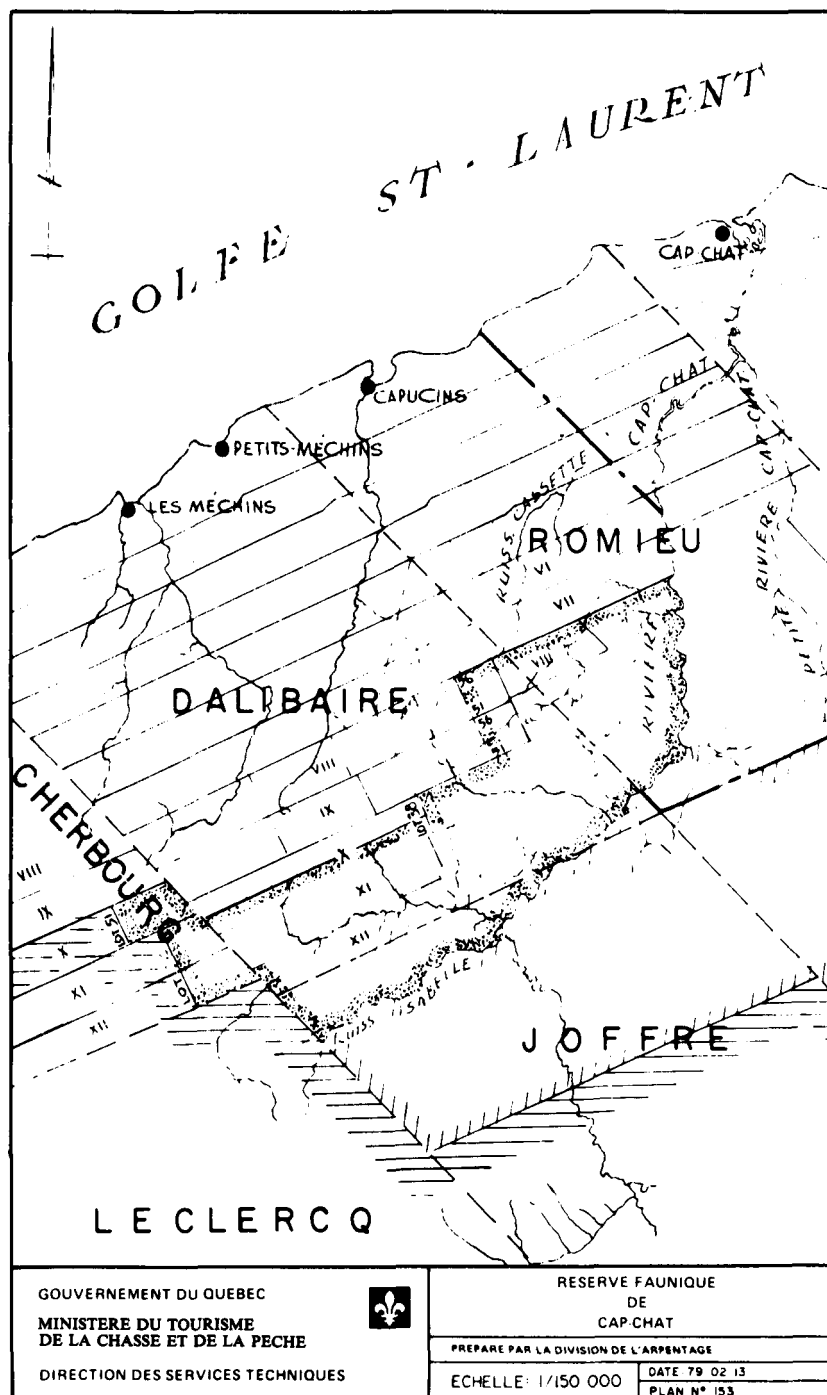
**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

(s. 1)



O.C. 2035-80, (1980) 112 G.O.II, 3569  
O.C. 1030-81, (1981) 113 G.O.II, 1309



c. C-61, r.54

## Regulation respecting the Chibougamau Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the "Chibougamau Wildlife Sanctuary" :

A territory situated in the county municipality of Lac Saint-Jean-Ouest, townships of : Dubois, Huard, Marquette, De Cazes, Bibaud, Béland, Paquet, De Lamarre, Dufferin, Dumais, Quesnel, Chomedey, Ailleboust, Argenson, Avaugour, Châteaufort, Buade, Ventadour, Feuquières, Poutrincourt, Cramahé, Lorne, Bochart, Louvigny, Damville, Mornay, D'Esglis, Denault, Aigremont, Bouteroue, Robert, Rohault, Ducharme, Mignault, Caze-neuve, Théberge, Desautels, Aiguillon, Guyart, Leber, Mance, Charron, La Dauversière, Dollier, Vimont, Piat, Corbeil, Denys, Sarrasin, Rinfret, Lemoine, McCorkill, Thibaudau and in the unorganized territories, covering an area of 11 025 km<sup>2</sup> and whose perimeter is described as follows :

Starting from a point at the intersection of the north-western outer line of the township of Dufferin with the line between ranges III and IV of the same township ; thence southeasterly, following the line between ranges III and IV of Dufferin to the line between lots 48 and 49 of range IV of this township ; thence southwesterly, following the said line between lots 48 and 49 of ranges IV, V, VI and VII of Dufferin to the southwestern outer line of range VII of the said township ; thence, following an azimuth of 201°, for an approximate distance of nine and sixty-six hundredths kilometres (9,66 km) to a line going in an east-west direction ; thence westerly, following the said line and its continuation to the west, for an approximate distance of thirty-one and thirty-eight hundredths kilometres (31,38 km) to the meridian 73°15' ; thence southerly, following the meridian 73°15' for a distance of one and sixty-one hundredths kilometres (1,61 km) ; thence north 46° west, for an approximate distance of fifteen and twenty-nine hundredths kilometres (15,29 km) to the southern limit of the township of Bibaud ; thence westerly, follow-

ing the southern outer line of the townships of Bibaud and Decazes, for an approximate distance of twenty and sixty hundredths kilometres (20,60 km) to the eastern outer line of the freehold land of the Canadian International Paper Company, that runs in a general north-south direction in the southwestern part of the township of Decazes ; thence northerly, following the said eastern outer line of the said freehold land, then southwesterly and then in a general westerly direction, following the northern limit of the said freehold land of Canadian International Paper in the township of : Marquette, Huard and Dubois to a line in a general north-south direction in the township of Dubois and which separates the freehold land from Crown land ; thence northerly, following the said line in the township of Dubois to the line between the townships of Ventadour and Dubois ; thence northwesterly, to the height of land line between the basins of lac Saint-Jean and baie James ; thence in a general northeasterly direction, following the said height of land line between the basins of baie James and lac Saint-Jean to parallel of latitude 50°00' ; thence easterly, following the said parallel of latitude 50°00' to one and sixty-one hundredths kilometres (1,61 km) to the east from the left bank of rivière du Chef ; thence in a general southeasterly direction, following a line parallel to the left banks of rivière du Chef and Chamouchouane and one and sixty-one hundredths kilometres (1,61 km) from the said banks, to its intersection with the southwestern outer line of range IV of the township of Dumais ; thence south-easterly, crossing rivière Chamouchouane to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** Sections 6 and 7 do not apply to a person travelling on the section of Highway 167 situated within the wildlife sanctuary.

**10.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**11.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**12.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**13.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**14.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**15.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**16.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**17.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**18.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**19.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**20.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**21.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**22.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**23.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**24.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**25.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**26.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**27.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**28.** A person who contravenes any provisions of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

[illegible]

O.C. 2037-80, (1980) 112 G.O.II, 3577



c. C-61, r.55

## Regulation respecting the Chic-Chocs Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section is known as the "Chic-Chocs Wildlife Sanctuary" :

A territory situated in the County Municipality of Gaspé-Ouest, in the Townships of : Lefrançois, La Rivière, Bonnécamp, Deslandes, Boisbuisson, Lesseps, Lemieux, La Potardière, covering an area of 1 126 square kilometres and whose perimeter may be described as follows :

**1<sup>st</sup> perimeter :** Starting from the meeting point of the southern boundary of the Seigneurie de Mont-Louis and the western boundary of the right of way of Highway 198 ; thence southwesterly, the southern boundary of the said Seigneurie and the Township of Duchesnay to its junction with the eastern boundary of the Parc de la Gaspésie, a point whose U.T.M. coordinates are : 5 441 950 m N, 287 800 m E ; thence southeasterly and then westerly, following the said boundary of the Parc de la Gaspésie which is a straight line to an apex whose coordinates are : 5 440 250 m N, 288 250 m E ; thence southeasterly, a straight line to the meeting point of the effluent of the Mercier Lakes and the effluent of À Pierre Lake ; then southerly, the right bank of the effluent of À Pierre Lake and the eastern bank of the said lake until it meets the line surveyed in 1938, Township 103, by Lorenzo Bernier, L.S. ; thence easterly and then southerly, the said survey line to the junction with a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the north of the left bank of the northern arm of the Madeleine River ; thence southeasterly, the said parallel line until it meets the easterly extension of a creek, a point whose U.T.M. coordinates are : 5 431 500 m N, 290 900 m E ; thence southwesterly, the said extension and the creek to its junction with the western boundary of the right of way of the McGerrigle Mountains bordering road ; thence southeasterly and then southwesterly, the said boundary of the right of way of the road to a point whose U.T.M. coordinates are : 5 419 000 m N, 287 250 m E ; thence westerly, a

straight line until it meets a straight line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the east of the right bank of the Sainte-Anne River, a point whose U.T.M. coordinates are 5 418 400 m N, 712 000 m E ; thence southwesterly, the said parallel line until it meets the easterly extension of a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the south of the right bank of Isabelle Creek ; thence in a general southwesterly direction, the said line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the right bank of Isabelle Creek to its junction with a line parallel to the division line of the Townships of Lesseps and Lemieux and originating from pole M-VIII (landmark 155) situated on the southeastern boundary of the Township of Lemieux ; thence southeasterly, the said parallel line to the southeastern boundary of the Township of Lemieux ; thence northeasterly, the southeastern boundary of the Townships of Lemieux and Lesseps ; northwesterly, the southwestern boundary of the Township of Lesseps ; easterly, the southern boundary of the Townships of Deslandes and Bonnécamp ; northerly, the eastern boundary of the Township of Bonnécamp ; northerly, easterly then northerly, the eastern, southern then eastern boundary of the Township of La Rivière until it meets a line parallel to and three thousand, two hundred and eighteen and sixty-eight hundredths metres (3 218,68 m) from the line dividing the Townships of Boisbuisson and Deslandes ; westerly, the said parallel line to the western boundary of the right of way of Highway 198 ; thence in a general northerly direction, the said western boundary of the right of way of Highway 198 back to the starting point.

**2<sup>nd</sup> perimeter :** A territory situated in the Townships of Boisbuisson and La Potardière and whose perimeter is described as follows :

Starting from the northwestern corner of the Township of Boisbuisson ; thence southeasterly, following the northeastern then the eastern boundary of the Tourelles-des-Monts Controlled Zone, the line dividing the Townships of Boisbuisson and La Potardière to a point whose U.T.M. coordinates are : 5 433 400 m N, 713 100 m E ; thence in a general southerly direction, following the said boundary of the Controlled Zone, a broken line whose apex coordinates are : 5 433 200 m N and 713 000 m E ; 5 431 650 m N and 713 100 m E ; 5 429 900 m N and 712 400 m E ; 5 428 250 m N and 712 600 m E ; the latter point being situated on the northern boundary of the Parc de la Gaspésie ; thence southeasterly, the said boundary of the Parc de la Gaspésie which is a straight line to the meeting point of Aux Américains Creek and another creek, a



point whose U.T.M. coordinates are : 5 426 650 m N and 714 400 m E ; northeasterly, a straight line to its junction with the northwestern boundary of a lake, a point whose U.T.M. coordinates are : 5 428 350 m N and 715 450 m E ; southeasterly, a straight line to a point whose U.T.M. coordinates are : 5 428 000 m N and 718 800 m E ; northeasterly, a straight line up to an elevation of 3 500 ft whose U.T.M. coordinates are : 5 428 650 m N and 718 950 m E ; northerly, the said elevation of 3 500 ft, skirting to the west De La Table Mountain, to a point whose U.T.M. coordinates are : 5 430 900 m N and 719 450 m E ; northerly, a straight line to a point whose U.T.M. coordinates are : 5 432 100 m N and 719 450 m E ; northwesterly, a broken line meeting the following apexes whose U.T.M. coordinates are : 5 432 650 m N and 718 600 m E ; 5 437 325 m N and 719 050 m E ; 5 440 750 m N and 282 400 m E, the latter point being situated on the northern boundary of the Township of Boisbuisson ; thence, the northern boundary of the said Township back to the starting point.

**Included in the territory :** The right of way of Highway 299 and the right of way of the McGerrigle Mountains bordering road situated within the perimeter of the Parc de la Gaspésie.

## DIVISION II REGULATION

### §1. Interpretation

**2. Definitions :** In this Regulation, the following expressions mean :

“shelter” : a structure enclosed only on 3 sides situated along a long excursion route, accommodating groups of up to 18 visitors for the night ;

“group camping ground” : a camping ground designed to accommodate organized groups of 12 to 36 people ;

“recreational camping ground” : a camping ground designed to meet the needs of visitors who wish to enjoy recreation and camping in a natural setting for several days ;

“trail camping ground” : a camping ground designed to meet, in a natural setting, the lodging, recreational and educational needs of the visitor as he carries on a recreational activity ;

“short excursion” : an outing of less than one day, without an overnight stay ;

“long excursion” : a longer outing with at least one overnight stay ;

“bunkhouse” : a building situated along an excursion route, accommodating groups of approximately 8 to 20 visitors for the night ;

“visitor” : a person who has access to, or stays or travels in a wildlife sanctuary for recreational purposes.

### §2. Access

**3. Control of exits :** A visitor who has a right of access pass for carrying on a recreational activity must return the pass to the reception station on leaving the wildlife sanctuary.

**4. Protection :** The superintendent may refuse a person or group admittance to part or all of the wildlife sanctuary if :

- (1) the safety of the persons would be in jeopardy ;
- (2) the facilities have reached or exceeded maximum capacity ;
- (3) a risk of serious damage to the environment exists.

**5. Work card :** Upon request by a reception officer or warden, a person who has access to, or stays or travels in the wildlife sanctuary for work purposes must produce a document proving that he has actually been assigned to such work.

**6. Conditions for staying in the sanctuary :** A person who has access to, stays in, or participates in an activity in the wildlife sanctuary for recreational purposes must respect the dates, times and places indicated on the right of access pass, where such a pass is required.

**7. Long excursion :** To participate in a long excursion, a person must obtain a right of access pass from the reception station or wildlife sanctuary office at a cost of 3 \$ per day per person, for spending the night in a bunkhouse, or 3 \$ per day per campsite for spending the night in a trail camping ground.

**8. Fishing :** To fish in the wildlife sanctuary a person must have a right of access pass which costs 2 \$ per day per person and is valid for every species of fish except salmon.

**9. Salmon fishing :** Any person wishing to fish for salmon in the wildlife sanctuary must have a right of access pass which costs 10 \$ per day for a non-resident and 25 \$ per day for a non-resident.

**10. Group camping :** Any group belonging to an association involved in the field of education or recreation in

natural settings with a specialized staff and a definite programme, may rent a group camping ground at a cost of 3 \$ per day for every group of 12 people.

**11. Recreational camping :** A person may rent a site at a recreational camping ground with a right of access pass which costs 3 \$ per day per site.

### *§3. General provisions*

**12. Protection of environment and equipment :** In the wildlife sanctuary, no visitor may :

(1) fell or mutilate trees or bushes without a licence to cut timber issued by the Minister of Energy and Resources under the Lands and Forests Act (R.S.Q., c. T-9) ;

(2) paint or deface natural formations such as rocks ;

(3) dispose of waste or garbage elsewhere than in the places provided for that purpose ;

(4) spread harmful substances such as oil, gas or pesticides ;

(5) damage moveable or immoveable property belonging to the Gouvernement du Québec.

**13. Tidiness :** Every visitor must leave any place he has occupied and any equipment he has used clean and in good condition.

**14. Fishing gear :** No person may carry fishing gear in the wildlife sanctuary unless he has a right of access pass for fishing. Any person who does not have a right of access pass for fishing must transport any fishing gear in the trunk of a vehicle or in a closed case inside the vehicle.

**15. Hunting gear :** No person may carry or transport hunting gear in the wildlife sanctuary unless he has a right of access pass for hunting. In that case, the hunting gear must be carried in the trunk of a vehicle or in a closed case inside the vehicle.

**16. Vehicles :** No visitor to the wildlife sanctuary may drive a vehicle elsewhere than on roads intended for motor vehicles, or use a vehicle for purposes other than going to or returning from the place of an activity.

**17.** Any person driving a vehicle must obey the speed limits posted along the roads within the wildlife sanctuary

and park in the areas provided and marked for that purpose.

**18. Public peace :** A visitor must refrain from shouting, using a loud-speaker or other such instrument, distributing flyers, booklets or pamphlets, or soliciting of any kind.

**19. Posting of bills :** It is prohibited to post bills outdoors, except bills concerning activities and services offered in the parks and wildlife sanctuaries.

**20. Gatherings and entertainment :** Any form of commercial entertainment or sports gathering is prohibited in the wildlife sanctuary.

**21. Improvement and structures :** The Minister of Recreation, Fish and Game is authorized to make or order any improvements or structures he considers appropriate in the wildlife sanctuary.

**22. Commercial operations :** No person may operate a business in the wildlife sanctuary. However, the operation of a camp store or snack bar is permitted if a concession contract has been granted for that purpose by the Minister in accordance with the terms and conditions prescribed in the Regulation respecting government concession contracts (c. A-6, r.6).

**23. Dogs :** Dogs are not allowed in the wildlife sanctuary except for seeing-eye dogs accompanying their masters.

### *§4. Recreational activities*

**24. Long excursions :** To participate in a long excursion, a person must have authorization from the reception station or the sanctuary office.

**25.** On a long excursion, a visitor may stay a maximum of 2 nights on the same trail camping ground in either a bunkhouse or a shelter.

**26.** A visitor having obtained a right of access pass for a long excursion activity must report to the reception station upon his return.

**27.** A person having obtained authorization to go on a long excursion is allowed to fish, at no extra cost, along the trail at sites specified on the right of access pass.

**28. Boats : Life jacket :** Every person using a boat in the wildlife sanctuary must have a life-saving cushion or life jacket in his possession, in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**29. Number of passengers :** No boat made available to the public for fishing in the wildlife sanctuary may hold more than 3 persons.

**30. Private boats :** Private boats are prohibited except on the lakes and rivers designated for that purpose at each reception station.

**31. Motor boats :** Motor boats are prohibited except on the lakes and rivers designated for that purpose at each reception station.

**32. Skiing :** Cross-country skiing is restricted to trails identified as ski trails.

**33.** In winter, cross-country ski trails are reserved strictly for skiing.

**34. Snowshoeing :** Snowshoeing is restricted to snowshoeing areas identified as such.

**35. Snowmobiles :** In the wildlife sanctuary, recreational snowmobiling is restricted to trails reserved for that purpose as indicated at the reception station.

**36. Camping and campfires :** Camping and campfires are permitted only in areas designated and provided for that purpose.

**37. Group camping :** A group or association may camp for a period of up to 14 consecutive days on a group camping ground.

**38. Recreational camping :** A person who rents a site in a recreational camping ground must occupy it on that same day.

**39.** The maximum number of occupants allowed on a site in a recreational camping ground is 6.

**40.** A visitor may camp for a period of up to 14 consecutive days on a recreational camping ground.

**41.** Only one tent, tent-trailer or trailer may be placed on a site in a recreational camping ground.

**42.** In recreational camping grounds where sites are accessible by car, visitors may use a motor vehicle only to go to the rented site or to leave the grounds.

**43. Catches :** A hunter or fisher must declare or show his catches, upon the request of a reception officer, a warden or a conservation officer, so they may be counted and weighed.

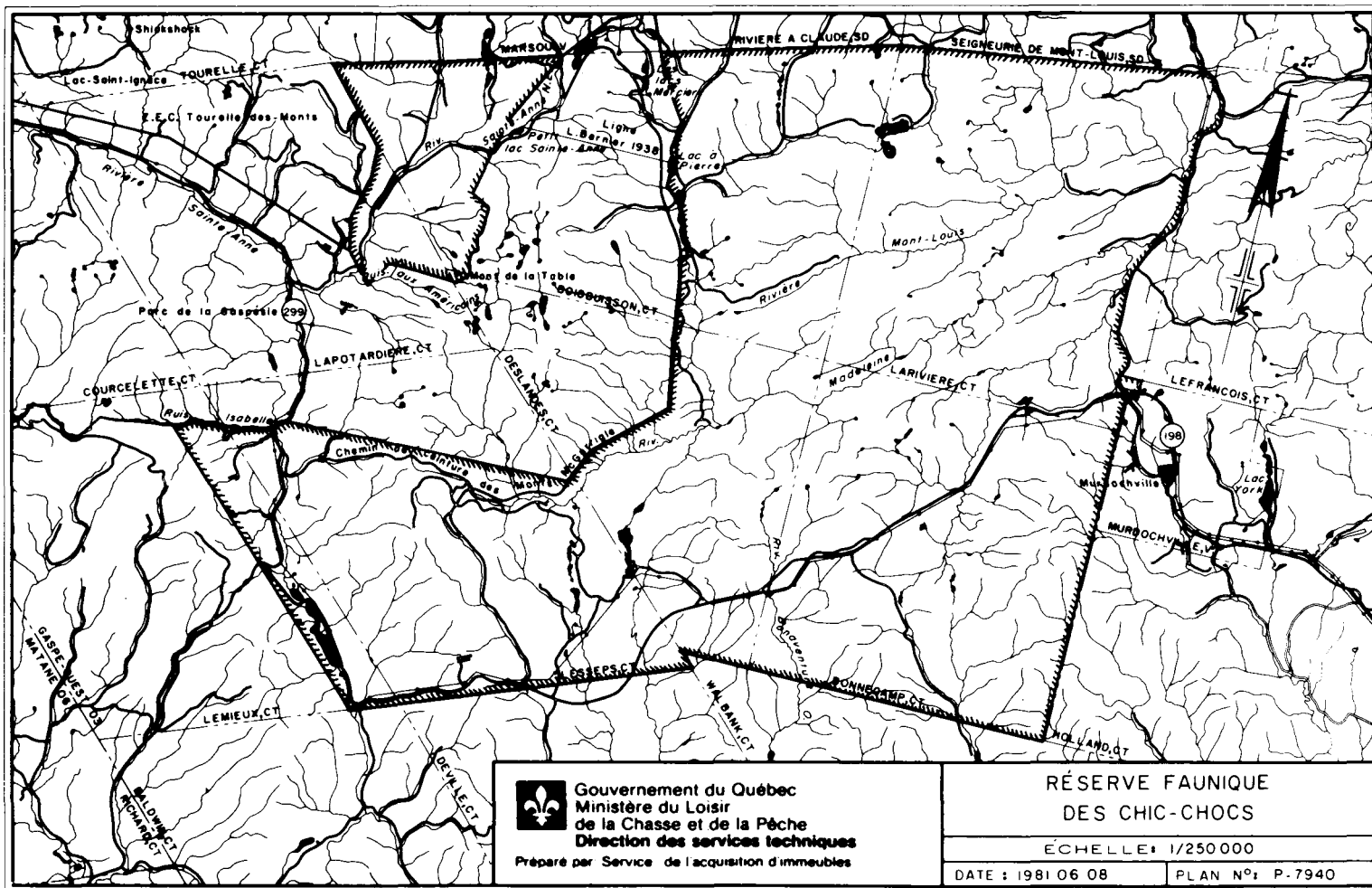
**44. Salmon fishing :** A fisher who catches a salmon must take it, whole, to the area designated for measuring and registering fish.

#### *§5. Final provision*

**45.** Any person who contravenes the Wild-life Conservation Act (R.S.Q., c. C-61), any provision of this Regulation, the Fisheries Act (R.S.C., 1970, c. F-14) or the Highway Code (R.S.Q., c. C-24) may be expelled from the wildlife sanctuary on the spot.

## SCHEDULE A

(s. 1)





c. C-61, r.56

## Regulation respecting the Duchénier Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, is established as a fish and game reserve under the name of “Duchénier Reserve” :

A territory containing 27 047 hectares situated in the townships of Bédard, Chénier and Duquesne, county of Rimouski, the perimeter of which is described as follows :

Commencing at a point at the intersection of the separating line of the townships of Chénier-Bédard with the separating line of the township of Chénier of the Nicolas Rioux Seigniory ; thence, northeasterly, the said separating line of the township of Chénier of the Nicolas Rioux Seigniory to the intersection with the southwestern line of the township of Duquesne ; thence southeasterly, the southwestern line of the township of Duquesne to the left bank of the Blanche River ; thence in a general northeasterly direction, the left bank of the Blanche River to its mouth in the Rimouski River ; thence southeasterly, the left bank of the Rimouski River to the northwestern line of range V of the township of Duquesne ; thence southwesterly, the northwestern line of range V ; southeasterly, the southwestern line of lot 18 of range V ; southwesterly, the northwestern line of range VI ; southeasterly, the southwestern line of lot 25 of range IV skirting the lake by the northeastern shore ; southeasterly, the extension of the southwestern line of lot 25 to the western shore of Sirois Lake ; thence in a general southerly direction, the western shore of Sirois Lake and of its outlet to the intersection with the extension of the southwestern line of lot 26b of range IX ; thence southeasterly, the said extension of the southwestern line of lot 26b of range IX to the northwestern bank of the Rimouski River ; thence in a general southwesterly direction, the northwestern bank of Rimouski River, the dam, the left bank of Touladi River ; southwesterly, the northwestern line of lots 15b, 14b, 13b, 12b, 11b, 10b, 9 of range I of the township of Chénier ; southwesterly, the northwestern line of the right of way of the road separating range I from range II ; southwesterly, the northwestern line of lot I of range I township of

Chénier ; northwesterly the separating line of the townships of Chénier-Bédard ; southwesterly, the separating line of ranges II and III of the township of Bédard, south-easterly the separating line of lots 22 and 28 of range II ; southwesterly, the separating line of lots 27 and 28 of range II ; northwesterly, the southwestern line of lot 28 of range II, the northeastern line of lots 24 to 29 of range III, the northeastern line of lots 29 to 34 of range IV ; northeasterly the separating line of ranges IV and V of the township of Bédard ; northwesterly the southwestern line of lot 23 of range V ; northeasterly, the southeastern line of Range VI ; northwesterly, the northeastern line of lot 17 of Range VI ; skirting by the northeast the lake which is met there ; northeasterly, the southeastern line of range VII skirting by the southwestern shore the first lake and by the northeastern shore the second lake ; northwesterly, the separating line of the townships of Chénier and Bédard to the point of commencement.

Less and to withdraw the following lots from this territory : Chénier township, Range VI, lot 9, block A ; Range VIII, lots 34-B-1, 35-B-1, 38-D-1, 40-B-1, 41-B-1, 41-B-2 ; Range IX ; lots 20-C-1, block B, block C, block D.

### DIVISION II REGULATION

**2.** “Right of access” designates the authorization required to enter or carry on an activity in the reserve.

**3.** Every person who wishes to enter the reserve or carry on a determined activity therein must hold a right of access issued by the Ministère du Loisir, de la Chasse et de la Pêche or its authorized agent.

This right of access shall not be required, however, by the following persons :

(a) functionaries and peace officers in the performance of their duties ;

(b) all employees for the purposes of their employment, where they are provided with an identity card by their employer.

**4.** Subject to the activity indicated on the right of access and the other permits necessary under the Wild-life Conservation Act (R.S.Q., c. C-61), the holder of such right of access may not travel or stay, hunt or fish at another place or outside the hours mentioned on the said right of access.

**5.** Fishing or the possession of fishing tackle outside the buildings is prohibited in the reserve, except to the holder of a fishing permit and to the persons who use the public road which joins Saint-Valérien to Saint-Guy, county of Rimouski.

**6.** Hunting or the carrying of arms is prohibited in the reserve except to the holder of a hunting permit or a right of access, to the persons contemplated in subparagraph *a* of the second paragraph of section 3 and to the persons who use the public road which joins Saint-Valérien to Saint-Guy, county of Rimouski.

**7.** Travelling on a motorcycle, an all-terrain vehicle or on a mini-bike is prohibited off the public roads within the reserve.

**8.** Travelling by snowmobile is prohibited outside the routes approved by the Ministère du Loisir, de la Chasse et de la Pêche and approved by the Ministère des Transports.

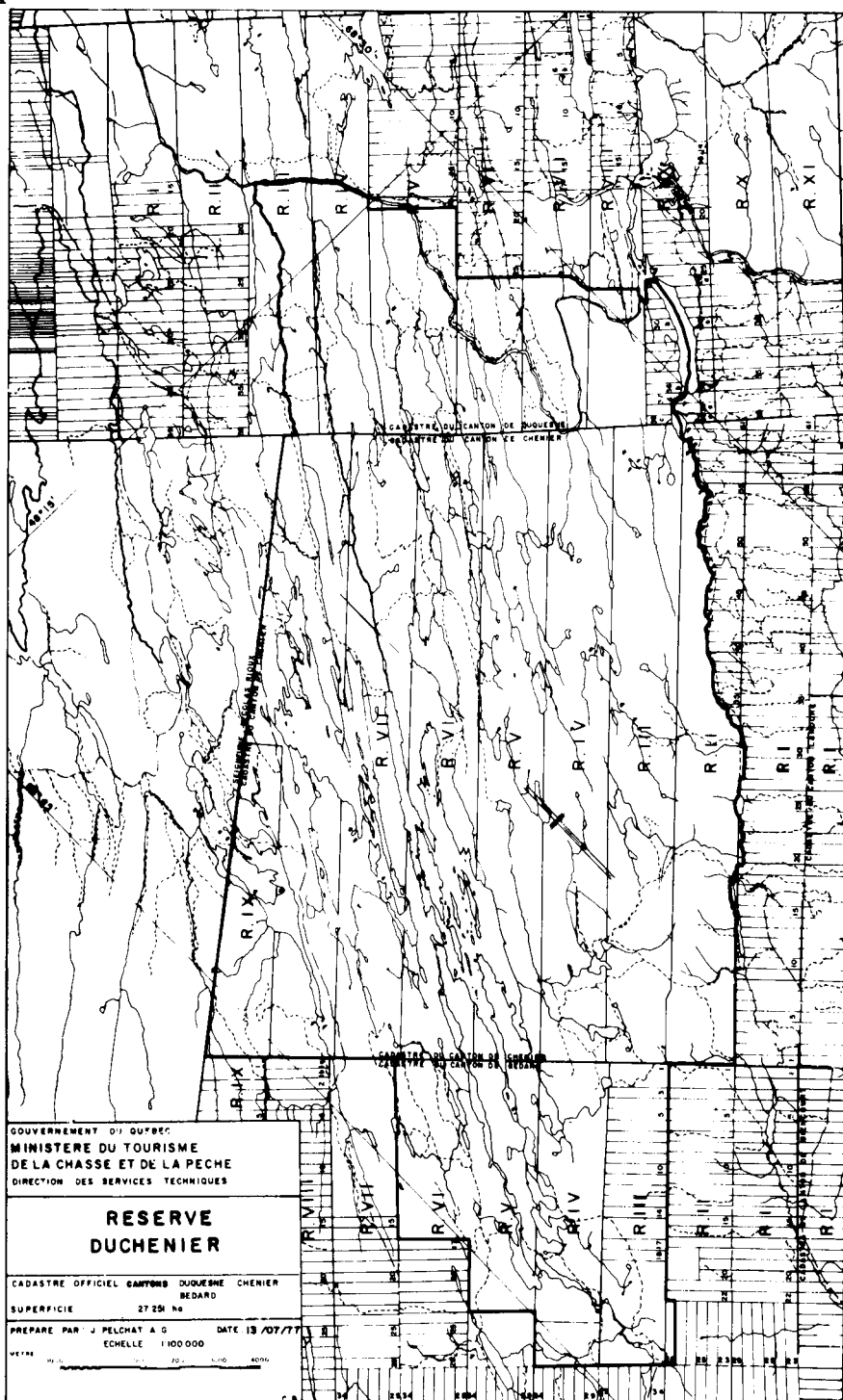
**9.** Gas engines (outboard) are prohibited in the reserve except on the lakes and water courses designated for such purpose by the Department.

**10.** Cottage users cannot possess hunting gear or fishing tackle without holding a right of access for that purpose.

**11.** The Minister of Recreation, Fish and Game or his authorized agent is authorized to cause the improvements and constructions he deems appropriate to be made in this reserve. In the case of the authorized agent, his project must receive the prior approval of the Minister.

## SCHEDULE A

(s. 1)





c. C-61, r.57

## Regulation respecting the Dunière Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the “Dunière Wildlife Sanctuary” :

A territory situated in the county municipality of Matane and Matapédia, in the townships of : Dunière, Boutet, Lagrange, Catalogne, La Vérendrye, covering an area of five hundred and fifty-three square kilometres (553 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the northern corner of block B of the township of Dunière, this said point being situated on the division line of the townships of Joffre and Dunière ; thence southeasterly, following the northeastern limit of block B of the township of Dunière ; then southerly, following the eastern limit of the said block for a distance of four and twenty-three thousandths kilometres (4,023 km) ; thence, azimuth 107° 30', six and five hundred and ninety-seven thousandths kilometres (6,597 km) approximately, to the meeting with the right bank of the ruisseau Go-A-Shore ; thence, azimuth 194°00', four and three hundred and forty-four thousandths kilometres (4,344 km) approximately, to its meeting with the left bank of ruisseau Miner ; thence in a general northwesterly direction, following the left bank of the said stream to its meeting with the eastern limit of block B of the township of Dunière, thence southerly, following the eastern limit of block B of the township of Dunière, and the eastern limit of block B of the township of Boutet (J.F. Fafard line 1928) ; thence southwesterly and northwesterly, following the southwestern limit of block B of the township of Boutet ; thence southerly, following the eastern limit of block B of the township of Boutet, and the eastern limit of block C of the township of Lagrange ; thence southeasterly, following the northeastern limit of block C of the township of Lagrange, and the northeastern limit of block C of the township of Boutet ; thence southwesterly, following the southeastern limit of block C of the township of Boutet, and the southeastern limit of block C of the township of

Lagrange ; thence southwesterly, following the southeastern limit of block B of the township of Lagrange ; then southeasterly, following the northeastern limit of block B of the township of Lagrange, and the northeastern limit of block A of the township of Catalogne ; then southwesterly, following the southeastern limit of block A of the township of Catalogne ; then northwesterly, following the division line of the townships of Catalogne and La Vérendrye to its meeting with the southeastern limit of block B of the township of La Vérendrye ; then southwesterly following the southeastern limit of block B of the township of La Vérendrye ; then northeasterly, following the northwestern limit of block B of the said township ; then northwesterly, following the southwestern limit of block B of the township of La Vérendrye, and the southwestern limit of blocks B, A and C of the township of Lagrange to its meeting with the height of land line established by land surveyor J.F. Fafard in 1928, township 100 ; then northeasterly, southeasterly and northerly, following the said height of land line to its meeting with the left bank of rivière à la Truite ; then northeasterly, following the said bank of rivière à la Truite to the height of land line established by land surveyor Louis Giroux in 1920, township 41 ; then southeasterly and northeasterly, following the said height of land line to its meeting with the western limit of block B of the township of Dunière ; then northerly, following the western limit of block B of the township of Dunière to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.



**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

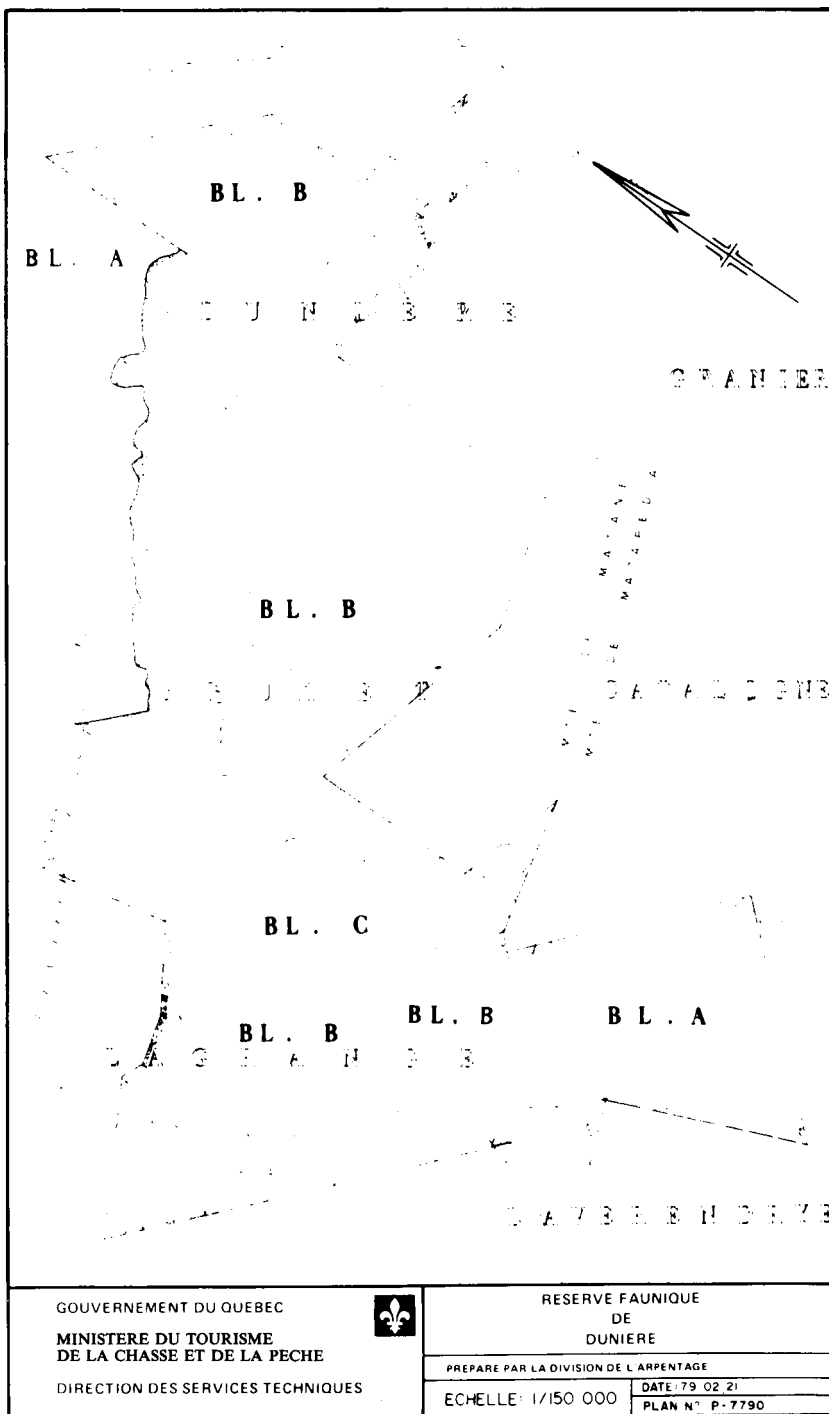
**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

**SCHEDULE A**  
(s. 1)



GOUVERNEMENT DU QUEBEC



MINISTÈRE DU TOURISME  
DE LA CHASSE ET DE LA PÊCHE

DIRECTION DES SERVICES TECHNIQUES

RESERVE FAUNIQUE  
DE  
DUNIÈRE

PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE

ÉCHELLE: 1/150 000

DATE: 79-02-21

PLAN N° P-7790

O.C. 2041-80, (1980) 112 G.O. II, 3589

O.C. 2040-80, (1980) 112 G.O. II, 3669



c. C-61, r.58

## **Regulation respecting the Estcourt game reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The territory hereinafter described constitutes the game reserve known under the name of Estcourt Reserve :

A territory situated in the township of Estcourt, county of Témiscouata, and bounded as follows : on the northeast by the line between Ranges I and II of the township of Estcourt ; on the southeast by the line between lots 12 and 13 of Range I of the township of Estcourt ; on the southwest by the northeastern boundary of the right of way of the road bordering Pohénégamook Lake ; on the northwest by the line separating the townships of Estcourt and Pohénégamook.

### **DIVISION II REGULATION**

**2.** Only the use of bow and arrow is permitted during hunting seasons for various game.

**3.** The hunting seasons for various game in Zone C applies thereto.

**4.** Every archer must register upon arrival and report to the receiving station of the Pohénégamook open air base upon departure.



c. C-61, r.59

## **Regulation respecting the Fort Rupert, Eastmain, Nouveau-Comptoir, Fort George, Mistassini, Waswanipi, Némiscau and Great Whale River fish and game reserves**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territories constitute the Fort Rupert, Eastmain, Nouveau-Comptoir, Fort George, Mistassini, Waswanipi, Némiscau and Great Whale River fish and game reserves :

(a) **Fort Rupert Fish and Game Reserve** : The territory of the Fort Rupert Fish and Game Reserve is described as follows :

i. a territory situated south of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of the line south of the forebay of dam R2 and of meridian 78°29' west ; in a direction due south, up to the point of intersection of latitude 51°18'30" north ; in a direction due west, a distance of forty-seven thousand feet (47 000 ft.) ; in a direction due south, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) north of the north bank of the Nottaway River ; in a general direction northwest, north and northeast, a line parallel to the high-water mark of the Nottaway River and Rupert Bay and situated two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated one mile (1 mi.) to the southwest of the centre of Fort Rupert's community ; in a direction northwest, a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of Rupert River ; in a general direction northeast and east, the high-water mark of Rupert River on a distance of two miles (2 mi.) ; in a direction south, a distance of two hundred feet (200 ft.) ; in a general direction east, a line parallel and two hundred feet (200 ft.) away towards the hinterland from the high-water mark of the south bank of Rupert River up to the tailwater of dam R1 ; in a direction south, a straight line up to the point of

intersection of the southern limit of the forebay of the aforesaid dam ; in a general direction southeast, the southern limit of the forebay of the aforesaid dam up to the tailwater of dam R2 ; in a direction southwest, a straight line up to the point of intersection of the line south of the forebay of dam R2 ; in a general direction southeast, the forebay limit of the dam referred to above up to the point of commencement ;

ii. a territory situated north of Rupert River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of meridian 78°43' west with a line situated at two hundred feet (200 ft.) north of the high-water mark of the north bank of Rupert River ; in a direction due north, a distance of twenty-three thousand feet (23 000 ft.) ; in a direction due west, a straight line up to the point of intersection of a line situated two hundred feet (200 ft.) away, towards the hinterland, from the high-water mark of Rupert Bay ; in a general direction south and east, a line parallel to the high-water mark of Rupert Bay and of Rupert River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement.

The territories in subparagraph i and ii of paragraph a cover an area of three hundred and three square miles (303 sq.mi.) ;

iii. a territory covering an area of 89,6 square miles situated south of the Broadback River ; the boundary north is close to latitude 51°16' approximately ; the east, south and west boundaries are those described in subparagraph i of paragraph a ;

iv. territory covering an area of 3 947 square miles comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of meridian 78°43' west with the high-water mark of the north bank of Rupert River ; in a direction due north, a distance of twenty-three thousand two hundred feet (23 200 ft.) ; in a direction due west, a straight line up to the point of intersection of the low-water mark of the coast of Rupert Bay ; in a direction generally north-west the low-water mark up to latitude 51°40' north ; in a direction due east, a straight line up to the point of intersection of meridian 78°45' west ; in a direction due south, a distance of one thousand feet (1 000 ft.) ; in a direction due east, a straight line up to

the point of intersection of a line parallel to the LG2 — Matagami Road and situated four miles (4 mi.) west of the latter ; in a general direction south and southwest, the said line to the point of intersection with the north bank of the Broadback River ; the said north bank of the Broadback River up to the point of latitude 51°08' north ; in a direction due west, a distance of twenty-one thousand feet (21 000 ft.) ; in a direction due south, a distance of thirty seven thousand feet (37 000 ft.) ; in a direction due west, a straight line up to the intersection point of meridian 78°00' west ; in a direction due south, a distance of one hundred and sixty thousand feet (160 000 ft.) ; in a direction due west, a straight line up to the point of intersection of meridian 78°52'30" west ; in a direction due north, an estimated distance of one hundred and forty thousand feet (140 000 ft.), namely, up to the intersection of the high-water mark of the south bank of the Missisicabi River ; in a general direction west-northwest, the high-water mark of the north bank of the said river up to the point of intersection of meridian 79°17' west ; in a direction due north, a straight line up to the intersection of the high-water mark of the east bank of the Novide River at the point where it empties in Cabbage Willows Bay ; in a general direction northeast, east and south, following the eastern bank of the Novide River, the low-water mark of the south shore of Cabbage Willows Bay and the low-water mark of the south shore of Rupert Bay and the Nottaway River up to the point of intersection of latitude 51°21' north, in a direction due east, a straight line up to the point of intersection of a line parallel to the high-water mark of the east bank of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the interland ; in a general direction southeast, a line parallel to the high-water mark of the northeast bank of the Nottaway River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the meridian situated forty-seven thousand feet (47 000 ft.) west of meridian 78°29' west ; northward, up to the point of intersection of latitude 51°18'30" north ; in a direction due east, a distance of forty-seven thousand feet (47 000 ft.) ; in a direction due north, a straight line up to the point of intersection of the southern boundary of the forebay of dam R2 ; in a general direction northwest, the southwest boundary of the forebay of the aforesaid dam, the southwest boundary of the tailwater of the aforesaid dam, the southwest boundary of the forebay of dam R1, the southwest boundary of the tailwater of the aforesaid dam, a line parallel to the high-water mark of the south bank of Rupert River, and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of meridian 78°43' west ; in a direction due north, a straight line up to the point of commencement.

This territory also includes the bed of Broadback River situated within the territory described in subparagraph i of

paragraph *a* and a corridor of 200 feet on each side of the said river measured from the high-water mark.

(b) **Eastmain Fish and Game Reserve** : The territory of the Eastmain Fish and Game Reserve is described as follows :

i. a territory situated to the south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, with latitude 52°09'20" north ; in a general direction north and east, the said line parallel to the high-water mark of James Bay and, then, of the south bank of the Eastmain River up to a point situated one mile (1 mi.) from the centre of the Eastmain community ; in a direction north a distance of two hundred feet (200 ft.) up to the point of intersection of the high-water mark of the Eastmain River ; in a general direction east, the high-water mark of the Eastmain River on a distance of 2 miles (2 mi.) ; in a direction south, a distance of two hundred feet (200 ft.) ; in a general direction east, a line parallel to the high-water mark of the Eastmain River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of intersection of meridian 77°55'30" west ; in a direction due south, a straight line up to the point of latitude 52°04'20" north ; in a direction due west, a distance of fifty-five thousand feet (55 000 ft.) ; in a direction due north, a straight line up to the point of latitude 52°09'20" north ; in a direction due west, a straight line up to the point of commencement ;

ii. a territory situated to the north of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows :

Commencing at the point of intersection of a line parallel to the high-water mark of the north bank of the Eastmain River and two hundred feet (200 ft.) from the latter

towards the hinterland, and of meridian 78°23' west ; in a direction due north, a distance of twelve thousand five hundred feet (12 500 ft.) ; in a direction north 49°00' west, a distance of twenty-four thousand five hundred feet (24 500 ft.) ; in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction southwest, south and east, the said line parallel to the high-water mark of James Bay and of the north bank of the Eastmain River up to the point of commencement.

The territories contemplated in subparagraph i and ii of paragraph *b* cover an area of one hundred and eighty-nine square miles (189 sq. mi.) ;

iii. a territory of an area of 104,34 sq. mi. situated in the south part of the territory described in subparagraph i of paragraph *b* whose north boundary is a straight line close to parallel 52° 11' north and the boundaries east, south and west are those described in subparagraph i of paragraph *b* ;

iv. a territory of an area of 1 384 sq. mi., situated to the north and south of the Eastmain River and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows :

Commencing at the point of intersection of the high-water mark of the north bank of the Eastmain River with meridian 78°23' west ; in a direction due north, a distance of twelve thousand five hundred feet (12 500 ft.) ; in a direction north 49°00' west, a distance of twenty-four thousand five hundred feet (24 500 ft.) ; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay ; in a general direction north, the said low-water mark of James Bay to the point of latitude 52°28'40" north ; in a direction due east, a distance of approximately ninety thousand feet (90 000 ft.), namely, up to the point of intersection of the high-water mark of the southwest extremity of an unnamed lake the geocentrical coordinates of which are 78°05' west and 52°30' north ; in a general direction north, east and south, the said high-water mark up to the point of latitude 52°30' north ; in a direction due east, a distance of approximately one hundred and thirty thousand feet (130 000 ft.), namely, up to the meridian 77°28'40" west ; in a direction due south, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of the high-water mark of Duxbury Lake ; the said high-water mark up to a point of intersection of a line parallel to the Matagami — LG 2 Road and four miles (4 mi.) away from the latter towards the west ; (Lake Duxbury being excluded from the territory presently described) ; in a general direction southeast, south and southwest, the said line parallel to the Matagami — LG 2 Road and four miles (4 mi.) away

from the latter towards the west up to the point of parallel 51°58'40" north ; in a direction due west, a distance of approximately one hundred and seventy thousand feet (170 000 ft.), namely, up to the point situated at a distance of fifty-five thousand feet (55 000 ft.), west of meridian 77°55'30" west ; in a direction due north a straight line up to the point of latitude 52°04'20" north ; in a direction due east, an approximate distance of fifty-five thousand feet (55 000 ft.) ; in a direction due north, a straight line up to the point of intersection of a line situated at two hundred feet (200 ft.) south of the high-water mark of the south bank of the Eastmain River ; in a general direction west, the said line situated two hundred feet (200 ft.) south of the high-water mark of the south bank of the Eastmain River ; in a general direction west, the said line situated two hundred feet (200 ft.) south of the high-water mark of the south bank of the Eastmain River up to the point of intersection of meridian 78°23' west ; in a direction due north, a straight line up to the point of commencement.

(c) **Nouveau-Comptoir Fish and Game Reserve** : The territory of the Nouveau-Comptoir Fish and Game Reserve is described as follows :

i. a territory of an area of 198 sq. mi., situated northwest of the Sabasuncina River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of a line parallel to the high-water mark of the north bank of the Sabasuncina River and two hundred feet (200 ft.) away from the latter towards the hinterland, with meridian 78°31'20" west ; in a direction due north, a distance of forty thousand feet (40 000 ft.) ; in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction south, southeast, southwest and southeast, the said line parallel to the high-water mark of James Bay and Paint Hills Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point situated two hundred feet (200 ft.) north of the mouth of the Sabasuncina River ; in a general direction north and northeast, a line parallel to the high-water mark of the northwest bank of the Sabasuncina River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement ;

ii. a territory of an area of seventy-one decimal nine square miles (71,9 sq. mi.) situated in the south and east part of the territory described in subparagraph iii of paragraph *c* whose north boundary is a straight line the coordi-

nates of which are approximately 78°31'20" west and 53°00' north ; in a direction due west, a distance of thirty thousand feet (30 000 ft.) ; in a direction due south, a distance of fifteen thousand feet (15 000 ft.) ; in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.) up to a point situated two hundred feet (200 ft.) east of the high-water mark of James Bay ; the boundaries east, south and west are those described in subparagraph i of paragraph e ;

iii. a territory of an area of 2 634 sq. mi., comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows :

Commencing at the point of intersection of the high-water mark of the north bank of the Sabascanica River with meridian 78°31'20" west ; in a direction due north, a distance of forty thousand two hundred feet (40 200 ft.) ; in a direction due west, a distance of forty-three thousand feet (43 000 ft.) ; in a direction due north, a distance of seventy-five thousand feet (75 000 ft.) ; in a direction due east, a distance of ninety-four thousand feet (94 000 ft.) ; in a direction due north 75°00' east, a distance of one hundred thousand feet (100 000 ft.) ; in a direction due east, a straight line up to the point of intersection of a line parallel to the Matagami — LG 2 Road and four miles (4 mi.) away from the latter towards the west ; in a general direction south, the said line parallel to the Matagami — LG 2 Road and four miles (4 mi.) away from the latter towards the west and skirting westerly, following the high-water mark of the west shore of an unnamed lake, the geocentric coordinates of which are 77°36' west and 53°21' north, and the west shore of Lake Yasinski and Lake McNab, the said line up to a point of latitude 52°33' north ; in a direction due west, a straight line of approximately two hundred and thirty-five thousand feet (235 000 ft.) up to the point of intersection of meridian 78°30' west ; in a direction due north, a distance of twenty-two thousand feet (22 000 ft.) ; in a direction due west, a straight line up to the point of intersection of the high-water mark of the south bank of the Vieux Comptoir River ; in a general direction due west, the said high-water mark of the south bank of the Vieux Comptoir River up to the point of latitude 52°35'40" north ; in a direction due west, a straight line up to the point of intersection of the low-water mark of James Bay ; in a general direction north, the said low-water mark of James Bay and Moar Bay up to a point situated on a line parallel to the west and northwest bank of the Sabascanica River and two hundred feet (200 ft.) away from the latter inland ; the said line to the point of intersection with meridian 78°31'20" west, namely, to the point of commencement.

(d) **Fort George Fish and Game Reserve** : The territory of the Fort George Fish and Game Reserve is described as follows :

i. a territory situated south of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of latitude 53°34' north and of the line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter, towards the hinterland, at the east extremity of Dead Duck Bay ; in a direction due south 64°30' east, a distance of twenty-one thousand two hundred feet (21 200 ft.) ; in a direction due east, a distance of one hundred and thirty thousand feet (130 000 ft.) ; in a direction due north up to two hundred feet (200 ft.) away from the high-water mark of La Grande River ; in a general direction west and northwest, the said line parallel to the high-water mark of the south bank of La Grande River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the mouth of La Grande River ; in a general direction south and east, a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement.

Moreover, this territory includes the part of Fort George Island (Île du Gouverneur) included within the high-water mark of the La Grande River ;

ii. a territory situated on the north bank of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of meridian 78°54' west with a line parallel to the high-water mark of the north bank of La Grande River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a direction due north, a distance of twenty-nine thousand feet (29 000 ft.) ; in a direction due west, a straight line up to the point of intersection of a line parallel to the high-water mark of James Bay (Goose Bay) and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction west and south, a line parallel to the high-water mark of James Bay and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction east and southeast, a line parallel to the high-water mark of the north bank of La Grande River and two hundred feet (200 ft.) away from the latter towards the hinterland up to the point of commencement.

The territories contemplated in subparagraph i and ii of paragraph *d* cover an area of five hundred and twenty-three square miles (523 sq. mi.);

iii. a territory of an area of 185,95 sq. mi. situated in the part east and south of the territory described in subparagraph i of paragraph *d* whose non riverain northern boundary of the territory described in subparagraph ii of paragraph *d* neighbours latitude 53°56' to the point of intersection of a line neighbouring 78° 21' west, and the west boundary is constituted by this neighbouring line of meridian 78°21' west and the northern riverain boundary and the east, south and west are those of the territory described in subparagraph i of paragraph *d*;

iv. a territory of an area of 6 305 sq. mi., extending north and south of La Grande River and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of latitude 53°33'40" north and of the low-water mark of James Bay southwest of Dead Duck Bay ; in a direction due south 41°30' east, a distance of seventy-four thousand feet (74 000 ft.) ; in a direction due south, a distance of eight thousand feet (8 000 ft.) ; in a direction due east, an approximate distance of one hundred and forty thousand feet (140 000 ft.) up to the intersection of meridian 78°12' west ; in a direction due north, a distance of one hundred and fifty-two thousand feet (152 000 ft.) ; in a direction due east, a distance of forty-three thousand feet (43 000 ft.) ; in a direction due north, a distance of seventeen thousand feet (17 000 ft.) ; in a direction due east, an approximate distance of sixty-three thousand feet (63 000 ft.), namely, up to a point situated four miles (4 mi.) from the projected road ; in a general direction north, a line parallel to the projected road and four miles (4 mi.) away from the latter towards the west, a distance of about twenty thousand feet (20 000 ft.) ; in a direction due east approximately one hundred and sixty thousand feet (160 000 ft.) ; in a direction due north 45°00' east, a distance of approximately one hundred thousand feet (100 000 ft.) ; in a direction due north, a distance of approximately one hundred and ninety thousand feet (190 000 ft.) ; in a direction due west, a distance of approximately two hundred and thirty-six thousand feet (236 000 ft.) ; in a direction due north, a distance of approximately ninety-one thousand feet (91 000 ft.) ; namely, up to latitude 54°54'10" north ; in a direction due west, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to meridian 78°42' west ; in a direction due south 60°30' west, a distance of approximately one hundred and sixty thousand feet (160 000 ft.) ; in a direction due south, approximately one hundred and six thousand feet (106 000 ft.), namely, to latitude 54°24'30" north ; in a direction due west, a straight line up to the point of intersection of the

low-water mark of James Bay (Roggan River) ; in a general direction southeast and south, the low-water marks of James Bay.

(e) **Mistassini Fish and Game Reserve** : The territory of the Mistassini Fish and Game Reserve is described as follows :

i. a territory situated to the south and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

— **Part One** : This territory includes one part of the O'Sullivan, Plamondon, La Vallière and Duquet townships.

Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan township and fifteen thousand feet (15 000 ft.) away from the latter towards the west ; in a direction due south, a distance of fifteen thousand five hundred feet (15 500 ft.) ; in a direction due west, a distance of twenty-five thousand eight hundred feet (25 800 ft.) ; in a direction north 73°30' west, a distance of fifty-nine thousand five hundred feet (59 500 ft.) ; in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of the Pénicouane Bay ; in a general direction due north-east, the said line parallel to the high-water mark and two hundred feet (200 ft.) away from the latter towards the hinterland, along the Pénicouane Bay and the Mistassini Lake up to an approximate latitude of 50°41' north ; in a general direction south, a line parallel to the high-water mark of the west shore of Abatagouche Bay and of the baie du Poste and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement.

— **Part Two** : This territory comprises part of the Duquet township and some non-organized territory :

Commencing at the point of intersection of the east exterior line of the Duquet township with a line situated towards the hinterland, two hundred feet (200 ft.) away from the high-water mark of the north shore of the baie du Poste, approximately five thousand feet (5 000 ft.) away from the prolongation towards the east of the south exterior line of the Duquet township ; in a general direction north and northwest, a line up to a point one mile (1 mi.) southeast of the center of the village of Mistassini ; southwest, a distance of two hundred feet (200 ft.) to the high-water mark of baie du Poste ; the said high-water mark of baie du Poste and its continuation northwards to a point one mile (1 mi.) north of the village of Mistassini ; south-



east, a distance of two hundred feet (200 ft.) in a general direction northeast a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of baie du Poste and of Abatagouche Bay to the point of latitude 50°28' north approximately ; in a general direction south and southeast, a line parallel to the high-water mark of Abatagouche Bay and of its prolongation towards the south, and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the east exterior line of the Duquet township ; in a direction south, the said east exterior line of the Duquet township up to the point of commencement.

— **Part Three** : This territory includes part of the townships of McOuat, Guyon, Péré, Dorval, Saint-Simon and a part of a non-organized territory :

Commencing on the south exterior line of the McOuat township at the point situated seven thousand three hundred feet (7 300 ft.) east of the west exterior line of the McOuat township ; in a direction due north 27°00' east, a distance of twenty-four thousand feet (24 000 ft.) ; in a direction due north 65°00' east, a straight line of approximately sixteen thousand feet (16 000 ft.), namely, up to the point of intersection of the Chibougamau — Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west ; in a general direction northeast, the said line parallel to the Chibougamau — Lake Albanel Road and five hundred feet (500 ft.) away from the latter towards the west, a distance of approximately one hundred and twelve thousand feet (112 000 ft.), namely up to latitude 50°41'30" ; in a direction north 67°00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction southwest and northeast, while following a bay of Lake Albanel, following a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before ; in the same direction north 67°00' west, a distance of approximately three thousand feet (3 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction southwest and northeast, following a bay of Lake Albanel, a line parallel to the high-water mark of Lake Albanel and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection of the prolongation towards the northwest of the line mentioned immediately before ; in the same direction due north 67°00' west, a distance of approximately nineteen thousand feet (19 000 ft.) namely, up to the point of intersection of a line parallel to the high-

water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction southwest and north, winding round a bay of Lake Mistassini, following a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the prolongation towards the northwest of the line mentioned immediately before ; in the same direction due north 67°00' west, by crossing the Georges-Côté Peninsula, up to the point of intersection of a line parallel to a high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction southwest and south, a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat township ; towards the east, following the said south exterior line of the McOuat township, a distance of approximately five hundred feet (500 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of Lake Mistassini and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction northeast and south, following a bay at the mouth of the Chalifour River, a line parallel to the high-water mark of the said bay and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of the south exterior line of the McOuat township ; in a direction east, following the south exterior line of the McOuat township, up to the point of commencement.

This territory also includes a strip of land of five hundred feet (500 ft.) comprised between the west side of the Chibougamau — Lake Albanel Road right of way and the lands described above in Part Three ;

ii. a territory of an area of 203,14 sq. mi. comprising :

— **Part One** : Commencing at the point of intersection of a line situated two hundred feet (200 ft.) south of the high-water mark of the baie du Poste and of a line parallel to the east exterior line of O'Sullivan township and fifteen thousand feet (15 000 ft.) towards the west ; in a direction due south, a distance of fifteen thousand one hundred feet (15 100 ft.) ; in a direction due west, a distance of twenty-five thousand eight hundred feet (25 800 ft.) ; in a direction north 73°30' west, a distance of fifty-nine thousand five hundred feet (59 500 ft.) ; in a direction due north, a straight line of approximately seven thousand feet (7 000 ft.), namely, up to the point of intersection of a line situated two hundred feet (200 ft.) from the high-water mark of the southeast shore of Pénicouane Bay ; in a general direction northeast, the said line parallel to the high-water mark of two hundred feet (200 ft.) away from the latter towards the hinterland, along Pénicouane Bay and Lake Mistassini up to an approximate latitude of 50°29'

north, in a general direction southeast, up to the intersection of Pipounichouane River ; in a direction due east, an approximate distance of eight thousand five hundred feet (8 500 ft.), up to a line parallel to the baie du Poste and two hundred feet (200 ft.) away towards the hinterland ; in a general direction south along the said line parallel to the shore, up to the point of commencement.

— **Part Two** : A point situated at the intersection of a line situated five hundred feet (500 ft.) west of the Chibougamau — Lake Albel Road and parallel to the latter with the Parallel of latitude 50°41'30" north ; in a direction north 67°00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of Lake Albel and two hundred feet (200 ft.) away towards the hinterland ; in a general direction southwest, an approximate distance of thirteen thousand feet (13 000 ft.) ; in a direction south 67° 00' east, an approximate distance of thirty-five thousand feet (35 000 ft.), up to the intersection of the line parallel to the Chibougamau — Lake Albel Road and five hundred feet (500 ft.) from the latter ; along this line towards the northeast up to the point of commencement ;

iii. a territory situated west, north and east of Lake Mistassini and comprising all the land delimited by the geometrical segments, topographical features and other limits, as follows :

— **Part One** : Commencing at a point of latitude 50°16'30" north situated on the high-water mark of the west shore of the Pénicouane Bay ; in a direction due north 10°00' west, a distance of eighty-five thousand feet (85 000 ft.) ; in a direction due east, a distance of thirteen thousand feet (13 000 ft.) ; in a direction due north, a distance of one hundred and twenty-one thousand feet (121 000 ft.) ; in a direction due east, a distance of thirty thousand feet (30 000 ft.) ; in a direction due north, a distance of one hundred and twenty thousand feet (120 000 ft.) ; in a direction due west, a distance of eighty-three thousand feet (83 000 ft.) ; in a direction due north, a distance of one hundred and seventy-four thousand feet (174 000 ft.) ; in a direction due east, a distance of seventy-nine thousand feet (79 000 ft.) ; in a direction due north, a distance of approximately one hundred and ten thousand feet (110 000 ft.), namely, up to the point of intersection of the high-water mark, of the south bank of the Eastmain River on the north side of Le Veneur Island ; in a general direction east, following the south bank of the Eastmain River up to meridian 73°00' west ; in a direction due north 78°00' east, a distance of one hundred and eight thousand feet (108 000 ft.) ; in a direction due south 32°00' east, a distance of seventeen thousand feet (17 000 ft.) ; in a direction due south 55°00' west, a distance of sixty-three thousand feet (63 000 ft.) ; in a direction due south, a distance

of twenty-six thousand feet (26 000 ft.) ; in a direction due south 73°00' east, a distance of fifty-eight thousand feet (58 000 ft.) ; in a direction due south 21°00' east, a distance of one hundred and fourteen thousand feet (114 000 ft.) ; in a direction due south, a distance of fifty-nine thousand feet (59 000 ft.) ; in a direction due east, a distance of sixty-four thousand feet (64 000 ft.) ; in a direction due south, a distance of approximately one hundred and nineteen thousand feet (119 000 ft.), namely to the point of intersection with the height of land between lac Saint-Jean and Lake Mistassini drainage basins ; in a general direction southwest, the said height of land up to meridian 72°29'20" west ; in a direction due north, a distance of ninety-two thousand feet (92 000 ft.) ; in a direction due west, a distance of twenty-nine thousand feet (29 000 ft.) ; in a direction due north, a distance of approximately eighty thousand feet (80 000 ft.), namely, up to the intersection of the high-water mark of the south shore of Lake Albel, at its eastern extremity ; in a general direction west and southwest, the said high-water mark of the northwest shore of Lake Albel, up to the point of intersection of a line parallel to the outlet river of Lake Albel and one half mile (1/2 mi.) away from the latter towards the northeast ; in a general direction northwest, a line parallel to the outlet river of Lake Albel and one half mile (1/2 mi.) away from the latter towards the northeast ; in a general direction northwest, a line parallel to the outlet river of Lake Albel and one half mile (1/2 mi.) away from the latter towards the northeast, up to the point of intersection of the high-water mark of Lake Mistassini ; in a general direction northeast, west and southwest, the high-water mark of Lake Mistassini up to the point of commencement.

— **Part Two** : A territory situated southeast of Lake Albel and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at a point of latitude 50°41'30" north, on a line parallel to the Chibougamau — Lake Albel Road, five hundred feet (500 ft.) away from the latter towards the northwest ; in a direction north 67°00' west, a distance of approximately thirty-five thousand feet (35 000 ft.), namely, up to the intersection of the high-water mark of Lake Albel ; in a general direction northeast, the high-water mark of Lake Albel up to the point of intersection of the east exterior line of Saint-Simon township ; in a direction due north 66°45' east, a distance of approximately forty-two thousand feet (42 000 ft.), namely, up to the point of intersection of a line parallel to the Chibougamau — Lake Albel Road and five hundred feet (500 ft.) away from the latter towards the west ; in a general direction south and southwest, the said line parallel to the Chibougamau — Lake Albel Road and five hundred

feet (500 ft.) away from the latter towards the west, up to the point of commencement.

— **Part Three :** Commencing at the point of latitude 50°44' north approximately being the northeast corner of the land situated in Mistassini contemplated in subparagraph i of paragraph e and a line situated two hundred feet (200 ft.) west of the high-water mark of the northwest shore of Lake Albel ; in a direction south 67°00' east, a distance of two hundred feet (200 ft.) ; in a general direction northeast, the high-water mark of Lake Albel up to the point of intersection of a line parallel to the outlet river of Lake Albel and one half mile (1/2 mi.) away from the latter towards the southwest ; in a general direction northwest, the said line parallel to the outlet river of Lake Albel and one half mile (1/2 mi.) away from the latter towards the southwest, up to the point of intersection of the high-water mark of Lake Mistassini ; in a general direction southwest, the high-water mark of Lake Mistassini up to the northwest corner of the northeast limit of the land contemplated in subparagraph i of paragraph e of Mistassini ; in a direction south 67°00' east, a distance of approximately six thousand feet (6 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland ; in a general direction southwest and northeast, the said line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland ; in a general direction southwest and northeast, the said line parallel to the high-water mark of the bay situated east of Georges-Côté Peninsula and two hundred feet (200 ft.) from the latter towards the hinterland, up to the intersection of the prolongation towards the southeast of the line immediately mentioned before ; in the same direction south 67°00' east, an approximate distance of nineteen thousand feet (19 000 ft.), namely, up to the point of commencement.

— **Part Four :** Commencing at the point of latitude 50°15' north, situated on the east side of the right-of-way of the Chibougamau — Lake Albel Road in a general direction northeast, a distance of approximately two hundred thousand feet (200 000 ft.), namely, up to a point of latitude 50°42'20" north ; in a direction due east, in a straight line up to the point of intersection with the watershed of lac Saint-Jean and Lake Mistassini ; in a general direction southwest, the said watershed up to a point of latitude 50°14' north ; in a direction due west, a distance of approximately twenty-eight thousand feet (28 000 ft.), namely, up to the point of commencement.

— **Part Five :** The baie du Poste, bounded at its northern extremity by latitude 50°25' north.

— **Part Six :** A portion of Abatagouche Bay, bounded at its northern extremity by latitude 50°25'30" north and, at its eastern extremity, by meridian 73°46'30" west.

— **Part Seven :** The islands situated in Lake Mistassini south of latitude 51°00' north and those islands of which this greatest part is situated south of the parallel of latitude.

These territories cover an area of 6 896 square miles.

(f) **Waswanipi Fish and Game Reserve :** The territory of the Waswanipi Fish and Game Reserve is described as follows :

i. a territory situated partly in the Gand and Kreigh-off townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at a point situated at the northeast extremity of the bridge which spans the Waswanipi River, southeast side of the right-of-way of the Senneterre — Chibougamau Road ; in a general direction northeast, the said line of the right-of-way of the Senneterre — Chibougamau Road, a distance of one mile (1 mi.) ; in a direction south 45°00' east, a distance of five hundred feet (500 ft.) ; in a general direction northeast, following a line parallel to the Senneterre — Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, a distance of thirty-one thousand feet (31 000 ft.) ; in a direction due south 45°00' east, a distance of approximately thirteen thousand feet (13 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north bank of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction south, southwest, the said line parallel to elevation 930 or to the high-water mark of the north bank of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the intersection point of the central line of the Gand township ; in a direction due south 20°00' west, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north bank of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its intersection with the south bank of the Chibougamau River and, thence, up to the point of commencement.

This territory includes the river-bed of that part of the Chibougamau River which is comprised within the perimeter described above, and the firm land up to a line parallel to elevation 930 or to the high-water mark of each bank and two hundred feet (200 ft.) away from the latter towards the hinterland ;

ii. a territory made up of part of the Ailly, Bellin, La Rouvillière, Boyvinet, Montalembert, Gand, Kreighoff, Branssat, Daine and La Ribourde townships and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at a point situated in the southwest corner of the La Rouvillière township ; in a direction north, following the west exterior line of the La Rouvillière township, a distance of thirteen thousand feet (13 000 ft.) ; in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.), namely, up to the point of intersection of the west exterior line of the Kreighoff township ; in a direction north, the west exterior line of the Kreighoff and Branssat townships a distance of forty-eight thousand feet (48 000 ft.) ; in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat township ; in a direction south, the east exterior line of the Branssat and Kreighoff townships up to the point of intersection of a line parallel to the Senneterre — Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north ; in a general direction southwest, the said line parallel to the Senneterre — Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the north up to the point of intersection of a line parallel to elevation 930 of the south bank of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.) ; in a direction due north 75°00' west, a distance of seventeen thousand five hundred feet (17 500 ft.) ; in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76°22'30" west, in a direction due south 29°00' west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction northwest, the said line parallel to the high-water mark of Lake Waswanipi up to its junction with the line parallel to the high-water mark of the left shore (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridian 76°27'30" west ; in a direction north 32°30' west, a distance of approximately three thousand two hundred feet (3 200 ft.), namely, up to a line parallel to the high-water mark of the right bank (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction west and north, the said line parallel to the high-water mark of the

right bank (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly township ; in a direction due east, the said line situated six thousand five hundred feet (6 500 ft.) south of the north exterior line of the Ailly township, up to the east exterior boundary of the Ailly township ; in a direction due north, the said line of the east exterior boundary of the Ailly township up to the point of commencement.

The territories contemplated in subparagraph i and ii of paragraph *f* cover an area of two hundred and thirty-one square miles (231 sq. mi.) ;

iii. a territory of an area of 90,1 square miles situated in the north and northwest part described in subparagraphs i and ii of paragraph *f* whose south and east boundary is a straight line close to parallel 49°43' north, up to its intersection with the line of meridian 75°57' west ; thence, in a direction due north, a distance of approximately five thousand feet (5 000 ft.) ; in a direction due east, a distance of approximately six thousand feet (6 000 ft.), up to the intersection with the line formed by meridian 75°55'30" west approximately ; in a direction due north, a distance of approximately sixty thousand feet (60 000 ft.) ; the north and west boundaries are those described in subparagraph i and ii of paragraph *f* ;

iv. a territory made up of part of the Kreighoff, La Ribourde, La Roncière and Gand townships and comprising all the land delimited by the geometrical segments, topographical features and others boundaries, as follows :

Commencing at a point situated five hundred feet (500 ft.) to the south of the Senneterre-Chibougamau Road and five thousand feet (5 000 ft.) east of the east exterior line of the Kreighoff township ; in a direction due south, a distance of fifty-nine thousand feet (59 000 ft.) ; in a direction south 84°30' west, a distance of approximately fifty-eight thousand feet (58 000 ft.), namely, up to the point of intersection of a line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east ; in a general direction north, the said line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the east up to the point of intersection of a line parallel to elevation 930 of the south bank of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a direction due east, a line approximately two thousand feet (2 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the right bank (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction south and southeast, the said line parallel to elevation 930 or to the high-water mark of the right bank (east) of the Opawica River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of intersection of

the central line of the Gand township ; in a direction due north 20°00' east, a distance of approximately eight thousand feet (8 000 ft.), namely, up to the intersection of a line parallel to elevation 930 or to the high-water mark of the north bank of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction northeast, the said line parallel to elevation 930 or to the high-water mark of the north bank of the Chibougamau River and two hundred feet (200 ft.) away from the latter towards the hinterland, approximately up to latitude 49°44' north ; in a direction due north 45°00' west, a distance of approximately thirteen thousand feet (13 000 ft.), namely, up to the intersection of a line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast ; in a general direction northeast, the said line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the southeast, up to the point of commencement ;

v. a territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of a line parallel to elevation 930 on the south bank of the Waswanipi River and two hundred feet (200 ft.) away from the latter, plus one mile (1 mi.), namely, five thousand four hundred and eighty feet (5 480 ft.) away from the latter towards the south and of a line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west ; in a direction due north 75°00' west, a distance of seventeen thousand five hundred feet (17 500 ft.) ; in a direction due west, a distance of approximately seventy-eight thousand feet (78 000 ft.), namely, up to meridian 76°22'30" west ; in a direction due south 29°00' west, a distance of approximately thirty-two thousand feet (32 000 ft.), namely, up to the intersection of a line parallel to the high-water mark of the north shore of Lake Waswanipi and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction northwest, the said line parallel to the high-water mark of Lake Waswanipi up to its junction with a line parallel to the high-water mark of the left bank (east) of the east arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland, up to meridian 76°27'30" west ; in a direction north 32°30' west, a distance of approximately three thousand two hundred feet (3 200 ft.), namely, up to a line parallel to the high-water mark of the right bank (east) of the west arm of the Waswanipi River and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction west and north, the said line parallel to the high-water mark of the right bank (east) of the west arm of the Waswanipi River up to a point of intersection of a line situated

six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly township ; in a direction due east, the said line situated six thousand five hundred feet (6 500 ft.) to the south of the north exterior line of the Ailly township, up to the east exterior boundary of the Ailly township ; in a direction due north, the said line of the east exterior boundary of the Ailly township up to the southwest corner of the La Rouvillière township ; in a direction north, following the west exterior line of the La Rouvillière township, a distance of ten thousand five hundred feet (10 500 ft.) ; in a direction due east, a distance of approximately one hundred and five thousand feet (105 000 ft.) namely, up to the point of intersection of the west exterior line of the Kreighoff township ; in a direction north, the west exterior line of the Kreighoff and Branssat townships a distance of forty-eight thousand feet (48 000 ft.) ; in a direction due east, a distance of approximately fifty-two thousand feet (52 000 ft.), namely, up to the point of intersection of the east exterior line of the Branssat township ; in a direction due north, a distance of two hundred and fifty-two thousand feet (252 000 ft.) ; in a direction north 63°00' west, a distance of approximately one hundred thousand feet (100 000 ft.), namely, to the point of intersection with the south bank of the Broadback River ; in a general direction west and southwest, the south bank of the Broadback River and of Lake Quénonisca up to its southwest extremity, namely, a latitude 50°21' north ; in a direction due south, a distance of approximately forty thousand feet (40 000 ft.), namely, up to the point of intersection of the high-water mark of the west shore of Lake Poncheville (Lady Beatrix) ; in a general direction southwest, northeast and east, the said high-water mark of Lake Poncheville (Lady Beatrix) up to the intersection of the east exterior line of the Descombes township ; in a direction south 70°00' east, a straight line up to the point of intersection of the high-water mark of the west shore of Lake Chensagi ; in a general direction south, the high-water mark of the west shore of Lake and River Chensagi and of Lake Maicasagi up to a point of latitude 49°55'30" north ; in a direction due south, a straight line up to the point of intersection of the high-water mark of the east shore of Lac-au-Goéland ; in a general direction south and east, the high-water mark of the east shore of Lac-au-Goéland and of the north bank of Waswanipi River up to a point situated twenty-five thousand feet (25 000 ft.) east of the west exterior line of the Ailly township ; in a direction due south, a straight line up to the point of intersection of the south exterior line of the Ailly township ; in a direction east, the south exterior line of the Ailly township up to the high-water mark of the west shore of the northwest bay of Waswanipi Lake ; in a general direction southeast, northeast and southeast, the high-water mark of the south shore of the northwest bay of Waswanipi Lake, up to the point of intersection of the

south exterior line of the Bellin township ; in a direction due east, the south exterior line of the Bellin and Boyvinet townships up to the point of intersection of a line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west ; in a general direction northeast, a line parallel to the Senneterre-Chibougamau Road and five hundred feet (500 ft.) away from the latter towards the west, up to the point of commencement.

The territories contemplated in subparagraph iv and v of paragraph *f* cover an area of two thousand nine hundred and forty-nine square miles (2 949 sq. mi.).

(g) **Némiscau Fish and Game Reserve** : The territory of the Némiscau Fish and Game Reserve is described as follows :

i. a territory situated west of Lake Champion and comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the west and with a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north ; in a general direction west, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north ; a distance of twenty-four thousand feet (24 000 ft.) ; in a direction due north, a straight line up to the point of intersection of a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being approximately 51°39' north and 76°28' west ; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to its northeast extremity, a point of latitude 51°40'40" north ; in a direction due north 38°00' east, a distance of approximately ten thousand feet (10 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake and two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of which lake being approximately 51°42'40" north and 76°24'20" west ; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately before and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51°43' north ; in a direction due north 38° 00' east, a distance of eighteen thousand five hundred feet (18 500 ft.) ; in a direction due east, a distance of ap-

proximately twenty-two thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction south, a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland, up to the point of commencement.

This territory covers an area of fifty-nine square miles (59 sq. mi.) ;

ii. a territory of an area of twenty-one decimal four square miles (21,4 sq. mi.) situated in the north part of the territory described in subparagraph i of paragraph *g* whose south boundary is a straight line close to parallel 50°42' north so as to circumscribe the area mentioned above and the boundaries east, north and west are a part of those described in subparagraph i of paragraph *g* ;

iii. a territory comprising all the land delimited by the geometrical segments, topographical features and other boundaries, as follows :

Commencing at a point situated twenty-four thousand two hundred feet (24 200 ft.) west of the high-water mark of the west shore of Lake Champion on a line parallel to the high-water mark of the east shore of a lake and two hundred feet (200 ft.) away from the latter towards the east, the geocentrical coordinates of the said lake being approximately 51°39' north and 76°28' west ; in a general direction north, west and northeast, the said line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the east up to its extremity northeast a point of latitude 51°40' 40" north ; in a direction due north 38°00' east, a distance of approximately ten thousand feet (10 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the south shore of a lake two hundred feet (200 ft.) away from the latter towards the hinterland, the geocentrical coordinates of the said lake being approximately 51°42'40" north and 76°24'20" west ; in a general direction northeast, a line parallel to the high-water mark of the east shore of the lake mentioned immediately above and two hundred feet (200 ft.) away from the latter towards the hinterland, up to a point of latitude 51°43' north ; in a direction due north 38° 00' east, a distance of eighteen thousand five hundred feet (18 500 ft.), in a direction due east, a distance of approximately twenty-two thousand feet (22 000 ft.), namely, up to the point of intersection of a line parallel to the high-water mark of the west shore of Lake Champion and two hundred feet (200 ft.) away from the latter towards the hinterland ; in a general direction south, a line parallel to the high-water mark of the west shore of Lake

Champion and two hundred feet (200 ft.) away from the latter towards the west, up to a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north ; in a general direction east, a line parallel to the Némiscau Road and five hundred feet (500 ft.) away from the latter towards the north, up to the point of intersection of the high-water mark of the east shore of Lake Champion ; in a general direction north, the high-water mark of the east shore of Lake Champion up to the point of intersection of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north ; in a general direction northeast, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north, a distance of forty-seven thousand feet (47 000 ft.) ; in a direction due north, a distance of approximately fourteen thousand feet (14 000 ft.), up to latitude 51°44' north, in a direction east, a distance of approximately fifty-eight thousand feet (58 000 ft.), namely, up to meridian 75°50'40" west ; in a direction south, a distance of approximately twelve thousand feet (12 000 ft.) ; in a direction due east, a distance of ninety-seven thousand feet (97 000 ft.) ; in a direction due north, a distance of ninety-four thousand feet (94 000 ft.) ; in a direction due west, a distance of one hundred and seventy-one thousand feet (171 000 ft.) ; in a direction due south, a distance of forty-four thousand feet (44 000 ft.) ; in a direction due west, a distance of approximately twenty-one thousand feet (21 000 ft.), namely, up to the point of intersection of the high-water mark of the south bank of the Pontax River ; in a general direction southwest, the high-water mark of the south bank of the Pontax River up to meridian 76°33'35" west ; in a direction due south 58°33'35" west, a distance of sixty-three thousand feet (63 000 ft.) ; in a direction due south, a straight line of approximately sixteen thousand feet (16 000 ft.), namely, up to the intersection point of a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north ; in a general direction east, a line parallel to the Némiscau Road and one mile (1 mi.) away from the latter towards the north up to the point of intersection of the high-water mark of a lake the approximative geocentrical coordinates of which are 51°38' north and 76°28' west ; in a general direction east, the high-water mark of the lake mentioned immediately above, up to the point of commencement.

This territory occupies an area of seven hundred and eighty-four square miles (784 sq. mi.).

(h) **Great Whale River Fish and Game Reserve :** The territory of the Great Whale River Fish and Game Reserve is described as follows :

i. a territory of approximately one hundred and three decimal three square miles (103,3 sq. mi.) comprising all the land delimited by the following geometrical segments, topographic features and other boundaries :

Commencing at the point of intersection of a line parallel to the high-water mark of Hudson Bay and two hundred feet (200 ft.) inland, with the parallel of latitude 55° 20' north ; in a direction south 67°00' east a distance of sixty-one thousand feet (61 000 ft.) ; in a direction south 59°00' east a distance of fifty-six thousand feet (56 000 ft.) ; in a direction due south a distance of thirty-one thousand five hundred feet (31 500 ft.) ; in a direction due west a distance of approximately twenty thousand feet (20 000 ft.) to a point situated two hundred feet (200 ft.) from the high-water mark of the north bank of the Denys River ; in a direction generally northwest a line parallel to the high-water mark of the north bank of the Denys River and at a distance of two hundred feet (200 ft.) inland to its confluence with the Great Whale River ; a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the north bank of the Great Whale River to a point situated one mile (1 mi.) east of the center of the village of Great Whale River ; due south a distance of two hundred feet (200 ft.) to the high-water mark of the north bank of the Great Whale River ; in a direction generally west and north-east following the high-water mark of the Great Whale River and of the coast of Hudson Bay to a point one mile (1 mi.) northeast of the center of the village of Great Whale River ; in a southeasterly general direction a distance of two hundred feet (200 ft.) ; in a direction generally northeast a line parallel to and at a distance inland of two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay to the point of commencement.

A territory situated north of the Great Whale River and to the east of meridian 77° 15' west approximately ;

ii. a territory of approximately twenty four square miles (24 sq. mi.) situated south of the Great Whale River comprising all the land delimited by the following geometrical segments, topographic features and other boundaries :

Commencing at the point of intersection of a line parallel to the high-water mark of Hudson Bay and distant inland from it two hundred feet (200 ft.) with the meridian 77°51' west ; in a direction due south a distance of thirteen thousand feet (13 000 ft.) ; in a direction due east a distance of forty-one thousand feet (41 000 ft.) ; in a direction due north, a distance of approximately nineteen thousand feet (19 000 ft.) namely to a point situated two hundred feet (200 ft.) south of the high-water mark of the Great Whale River ; in a direction generally west and southwest, a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the south bank of the Great Whale River and Hudson Bay to the point of commencement ;

iii. a territory of an area of approximately one thousand nine hundred and forty square miles (1 940 sq. mi.), comprising all the land delimited by the following geometrical segments, topographic features and other boundaries :

Commencing at the point of intersection of the parallel of latitude 55°21' north with a line parallel to and distant inland two hundred feet (200 ft.) from the high-water mark of the coast of Hudson Bay ; northwest a straight line to the ordinary low water mark of Hudson Bay ; in a direction generally northeast, the low water mark of Hudson Bay to the parallel of latitude 50°22'30" north ; in a direction south 49° 00' east a distance of thirty-three thousand feet (33 000 ft.) ; in a direction north 41°00' east a distance of seventy-six thousand five hundred feet (76 500 ft.) ; in a direction north 49°00' west a distance of approximately twenty-seven thousand feet (27 000 ft.) to the low water mark of Hudson Bay ; in a direction generally northeast, a line of the low water mark of Hudson Bay to the parallel of latitude 55°49'30" north ; in a direction due east, a distance of fifty thousand feet (50 000 ft.) ; in a direction south 48°00' east, a distance of one hundred and thirty-eight thousand feet (138 000 ft.) ; in a direction due south, a distance of one hundred and thirty-eight thousand feet (138 000 ft.) ; in a direction due west, a distance of one hundred and thirty-nine thousand feet (139 000 ft.) ; in a direction due south a distance of approximately forty-seven thousand feet (47 000 ft.) ; in a direction due west a distance of approximately two hundred and nineteen thousand feet (219 000 ft.), namely to meridian 78°00' west ; in a direction due north a distance of approximately forty-five thousand feet (45 000 ft.) to the low water mark

of Hudson Bay ; in a direction generally northeast the ordinary low water mark of Hudson Bay to meridian 77°51' west ; in a direction due south a straight line to the point of intersection of a line parallel to the high-water mark of Hudson Bay and distance inland from it two hundred feet (200 ft.) ; thereafter, following the west, east and northeast limits of the territories described in subparagraphs i and ii of paragraph g to the point of commencement ;

iv. the preceding territory described in subparagraphs i, ii, iii of paragraph g is excluded from the land included with the forebay of GB 1 (approximate elevation of 625').

## DIVISION II REGULATION

**2.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) "Agreement" : the Agreement tabled in the National Assembly on 9 June 1976, as sessional documents Nos. 101 and 102 ;

(b) "sport fishing" : sport fishing practiced by non-Natives within the meaning of the Agreement, solely by means of a fishing rod and only for sport purposes ;

(c) "sport hunting" : sport hunting practiced by non-Natives within the meaning of the Agreement, solely by means of firearms and bows and arrows and only for the purpose of killing game for sport purposes.

**3.** Subject to the principles of wildlife conservation and environment protection, hunting, fishing and trapping are prohibited in the limits of the fish and game reserves of Fort Rupert, Eastmain, Nouveau-Comptoir, Fort George, Mistassini, Waswanipi, Némiscau and Great Whale River, except :

(a) on all these reserves for beneficiaries of the Agreement as defined in section 1.9 of the said Agreement ;

(b) on the reserves of Great Whale River and Fort George, for beneficiaries of the Agreement as defined in



section 1.10 of the said Agreement and residing in the territory of such reserves respectively ;

(c) in the case of sport hunting and fishing, on all these reserves for every person authorized by the Cree Native party as defined in section 24.1.15 of the Agreement ; however, the persons having acquired rights may continue to exercise them in accordance with paragraph 2.9.3 of the Agreement ;

(d) in the case of sport hunting and fishing, on all these reserves for persons authorized to act as outfitters, their employees in the performance of their duties and their clients.

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O.C. 2908-76, (1976) 108 O.G.II, 5229

O.C. 2909-76, (1976) 108 O.G.II, 5259



c. C-61, r.60

## Regulation respecting the Frontenac Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory, whose plan appears in Schedule A hereto, is constituted a fish and game reserve called the "Fish and Game Reserve of Frontenac" :

A territory containing 29 237 acres, situated in the townships of Price, Stratford and Winslow, the perimeter of which is described as follows :

Commencing at a point situated on the west shore of Lake St. François at the intersection of the high-water mark, elevation 127, and the separating line of lots 21 and 22 of Range IV of the township of Price ; thence southeasterly, the separating line of lots 21 and 22 of Range IV, the separating line of lots 21b and 22 of Range III ; northwesterly, the separating line of Ranges II and III of the township of Price ; southwesterly, the centre line of lot 22 of Ranges II and I ; southeasterly, the separating line of the townships of Price and Stratford ; southwesterly, the separating line of Ranges IV and V of the township of Stratford ; southeasterly the separating line of lots 26 and 27a of Range IV to the high-water mark, elevation 127 ; thence northeasterly, the high-water mark, elevation 127, to the separating line of lots 27b and 28 of Range IV ; southeasterly the separating line of lots 27b and 28 to the separating line of the townships of Stratford and Winslow ; southwesterly, the separating line of the townships of Stratford and Winslow to the intersection of the high-water mark, elevation 127, on the east bank of des Indiens River ; in a general direction south, the east bank of des Indiens River, high-water mark, elevation 127, to the intersection with the separating line of Ranges VII northeast and VIII northeast of the township of Stratford ; southeasterly, the separating line of the said Ranges VII northeast and VIII northeast ; southwesterly the separating line of Ranges VII northeast, VI northeast, V northeast, IV northeast, on the one hand of Range III northwest, on the other skirting the lake by the north ; in a general direction south, the south bank of Felton River ; southwesterly the separating line of Ranges I northwest and II northwest ; northwesterly, the separating line of

Ranges II northwest and III northwest on the one hand and of Range II southwest on the other ; southwesterly, the southeast line of lot 28 of Range I southwest ; northwesterly, the southwest line of lot 28 of Range I southwest ; southwesterly the separating line of lots 27 and 28 of Range II southwest ; northwesterly, the northeast limit of the right-of-way of highway 34 ; northeasterly, the separating line of lots 24 and 25 of Range II southwest ; northwesterly, the separating line of Ranges I southwest and II southwest ; northeasterly the separating line of the townships of Winslow and Stratford to the shore of Lake Maskinongé ; in a general direction southeast, northeast, northwest and southwest, the southwest, southeast, northeast and northwest shores of Lake Maskinongé to the intersection with the separating line of Ranges I northeast and I southwest of the township of Stratford ; northwesterly, the separating line of Ranges I southwest and I northeast of the township of Stratford ; northeasterly, the separating line of lots 53 and 54 of Range I northeast ; northwesterly, the separating line of Ranges I northeast and II northeast ; northeasterly, the separating line of lots 52 and 53 of Range II northeast ; northwesterly the separating line of Ranges II northeast and V of the township of Stratford ; northeasterly, the separating line of Ranges V and VI ; northwesterly the separating line of lots 5 and 6 of Range VI ; northeasterly, the separating line of Ranges VI and VII ; northwesterly, the separating line of lots 11 and 12 of Range VII ; northeasterly, the separating line of Ranges VII and VIII of the township of Stratford ; northwesterly, the separating line of the townships of Stratford and Price ; northeasterly, the separating line of lots 26 and 27 of Range I, of lots 26b and 27 of Range II, of lots 26 and 27a of Range III of the township of Price ; northwesterly, the separating line of Ranges III and IV ; northeasterly, the separating line of Ranges IV and V on the one hand and of Range C on the other, to the shore of Lake St. François, high-water mark, elevation 127 ; thence in a general direction southeast and southwest, the southwest shore of Lake St. François, high-water mark, elevation 127, to the point of commencement.

### DIVISION II REGULATION

**2.** "Right of access" designates the licence required to enter or carry on an activity in the reserve.

**3.** Every person who wishes to enter the reserve or carry on an activity therein must hold a right of access.

Such right of access shall not be required, however, by the following persons :

- (a) functionaries and peace officers in the performance of their duties ;
- (b) forest and other employees for the purposes of their employment, where they are provided with an identity card by their employer ;
- (c) fishermen who carry on their fishing activity on des Indiens River and who enter the reserve by water from the St. François River.

**4.** The costs of the right of access are fixed as follows :

- (a) for the hunting of small game : 2 \$ ;
- (b) for fishing : 10 \$.

The right of access for fishing, valid for 3 persons, includes the service of a boat and subject to subparagraph c of the second paragraph of section 3, fishing shall only be done on Lakes des Ours, à la Barbue and des Îles and with the boat provided by the Ministère du Loisir, de la Chasse et de la Pêche.

**5.** The rights of access are available at the reception station situated in the village of Stornoway.

**6.** Subject to the activity indicated on the right of access, the holder of such right of access may not travel or stay, hunt or fish at another place or outside the hours mentioned on the said right of access.

**7.** Fishing or the possession of fishing tackle is prohibited in the reserve except to the holder of a right of access for fishing and to the persons contemplated in subparagraph c of the second paragraph of section 3, holders of the appropriate provincial fishing licence.

**8.** Hunting or the carrying of arms is prohibited in the reserve except to the holder of a right of access for hunting who also has the appropriate provincial hunting licence and to the persons contemplated in subparagraph a of the second paragraph of section 3.

**9.** Travel is prohibited in the reserve between 22 h et 7 h, except to the persons mentioned in subparagraphs a and b of the second paragraph of section 3.

**10.** Travelling on a motorcycle, an all-terrain vehicle or on a mini-bike is prohibited off the public roads.

**11.** The Minister of Recreation, Fish and Game is authorized to cause the improvements and construction he deems appropriate to be made in this reserve.

**SCHEDULE A**  
(s. 1)





c. C-61, r.61

## Regulation respecting the île d'Anticosti Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule I hereto and described in this section is established as a wildlife sanctuary known as the "île d'Anticosti Wildlife Sanctuary" :

A territory situated in the golfe du Saint-Laurent known and referred to as Île d'Anticosti, whose geographic coordinates are : latitude 49°30' N and longitude 63° W, covering an area of seven thousand and nine hundred and forty-two square kilometres (7 942 km<sup>2</sup>).

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish, except for anadromous atlantic salmon.

**6.** A person who fishes for salmon in this wildlife sanctuary must hold a provincial salmon fishing licence and a right of access pass issued by the Ministère du Loisir, de la Chasse et de la Pêche ;

**7.** The plans for the salmon fishing sectors described in this section are shown in Column II of Schedule 2.

Plan A : fishing on a daily basis with reservation on location, 24 hours in advance, at the 5-mile reception station.

Plan F : fishing with stayover, guides and canoes, including accomodation, meals and the services of a guide.

Combined : stayover in lodge, guides and canoes.

**8.** The cost of the plans described in section 7 is given in Column IV for residents and in Column V for non-residents ; the open season is shown in Column III of Schedule 2.

**9.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**10.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**11.** Section 9 does not apply to a conservation officer acting in the performance of his duties.

**12.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**13.** A rowboat or small craft made available to the public by Department or authorized operator may not hold more than 3 occupants.

**14.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**15.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**16.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**17.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**18.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**19.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**20.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**21.** Except within the limits of village de Port-Menier, vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**22.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**23.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**24.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**25.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**26.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**27.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**28.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**29.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**30.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

(s. 1)



**SCHEDULE 2**

(s. 7)

Zones or sectors Column (I)	Plan (II)	Open season (III)	Rates per person in dollars	
			Residents (IV)	Non-residents (V)
Aux Becs-Scies	A	06/12 — 08/06	10 \$/day	—
McDonald	A	06/12 — 08/06	10 \$/day	—
Jupiter 30	F	06/12 — 08/07	600 \$ (package deal)	750 \$ (package deal)
Jupiter 12	F	06/05 — 08/14	1 900 \$ (package deal)	2 500 \$ (package deal)
Salmon/rowboat	F	06/12 — 07/30	1 200 \$ (package deal)	1 500 \$ (package deal)
Salmon/rowboat	(Combined) salmon fishing and deer hunting	08/07 — 08/31	1 200 \$ (package deal)	1 450 \$ (package deal)

O.C. 2042-80, (1980) 112 G.O. II, 3593

O.C. 2043-80, (1980) 112 G.O. II, 3597

O.C. 867-81, (1981) 113 G.O. II, 1101

O.C. 2237-81, (1981) 113 G.O. II, 3035





c. C-61, r.62

## Regulation respecting the Intowin Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory constitutes the Intowin Fish and Game Reserve :

The Intowin fish and game territory situated approximately 88 km north of the limits of the municipality of the town of Schefferville is described as follows :

Commencing at a point situated on the north-western shore of Morpain Lake at the intersection formed by the said shore and meridian 66°35' west ; thence, northerly following meridian 66°35' west, two hundred and thirty-three thousand five hundred feet (233 500 ft. or 71 170,8 m), that is, approximately to the parallel of latitude 56° 20'25" north, thence, in an approximate northerly direction 58°15' west, approximately two hundred and ninety thousand feet (290 000 ft. or 88 392 m), that is, to a point established by the Ministère de l'Énergie et des Ressources, numbered 942 and whose approximate coordinates are 56°46' north and 67°47'45" west ; from the said point, in an approximate southerly direction 11°50' east, a distance of approximately one hundred and fifty-two thousand feet (152 000 ft. or 46 329,6 m), that is, to another point established by the Ministère de l'Énergie et des Ressources numbered 1546 and whose approximate coordinates are 56°21'30" north and 67° 39' west ; thence, in a southerly direction 46°30' east, approximately twenty-four thousand nine hundred feet (24 900 ft. or 7 589,5 m), that is, to the eastern bank of Wheeler River ; in general southerly and southeasterly directions, following the eastern and northeastern banks of Wheeler River and Keato Lake and the northwestern shore of Morpain Lake to the point of commencement.

### DIVISION II REGULATION

**2.** In this Regulation, the following expressions mean :

(a) "Agreement" : the Agreement tabled with the Secretary of the National Assembly on 23 June 1978, as sessional paper bearing the number 113 ;

(b) "sport fishing" : sport fishing carried out by non-Natives within the meaning of the Agreement, with the sole use of rod and line (angling), and solely for purposes of sport ;

(c) "sport hunting" : sport hunting carried out by non-Natives within the meaning of the Agreement, with the sole use of firearms or bow and arrow, and solely for the specific purpose of killing game for sport.

**3.** Subject to the principles of conservation and protection of the environment provided for in the Agreement, hunting and fishing are prohibited within the limits of the Intowin Reserve, except :

(a) for the beneficiaries of the Agreement as defined in section 1.8 of the said Agreement ;

(b) in the case of sport hunting and fishing, for any person with the authorization of the Naskapi Native party as defined in section 2 of Schedule 4 of Chapter 2 of the Agreement.

O.C. 2755-78, (1979) III G.O., 1871

O.C. 3330-78, (1979) III G.O., 3419



c. C-61, r.63

## **Regulation respecting the Fish and Game Reserve of lakes Albanel, Mistassini, Waconichi and adjoining territory**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territory, whose plan appears in Schedule A hereto, constitutes the Fish and Game Reserve of lakes Albanel, Mistassini, Waconichi and adjoining territory :

A territory containing 9 471 square miles, situated in the townships of Saint-Lusson, Morisset, Dorval, Saint-Simon, Saint-Pierre, Guyon, Péré, Budemont, McOuat, Joybert, La Vallière, Duquet, Gauvin, Plamondon, O'Sullivan, Richardson, Bignell, Duberger, Thibaudeau, Roy, McCorkill, Beaulieu, Cherisy, Vienne and Blaiklock in the electoral district of Abitibi-Est, territory of Abitibi and Mistassini, the perimeter of which is described as follows :

Commencing at a point situated at the intersection of the line separating the townships of Thibaudeau and McCorkill with latitude 50°00' ; thence west following the said latitude 50°00' to its intersection with longitude 74°30' ; thence north along longitude 74°30' to latitude 50°15' ; thence east along latitude 50°15' to its intersection with the line of the height of land between the Lake Mistassini watershed area and the watershed areas of the Nottaway and Broadback rivers ; thence north along the said height of land between the Lake Mistassini watershed area and the watershed areas of the Nottaway and Broadback rivers to its intersection with latitude 51°00' ; thence west along latitude 51°00' to longitude 75°00' ; thence north along longitude 75°00' to latitude 52°00' ; thence east along latitude 52°00' to its intersection with the height of land between the James Bay watershed area and the lac Saint-Jean watershed area ; thence southwest along the line of the height of land between the James Bay watershed area and the lac Saint-Jean watershed area to its intersection with the line separating Thibaudeau and Bignell townships ; thence the line separating Bignell and McCorkill townships on the one hand from Thibaudeau township on the other back to the starting point, less and to withdraw from this description the tracts of territory listed as part of the Regulation respecting the Fort Rupert, Eastmain,

Nouveau-Comptoir, Fort George, Mistassini, Waswanipi, Némiscau and Great Whale River fish and game reserves (c. C-61, r.59).

### **DIVISION II REGULATION**

**2.** In order to fish or hunt in a reserve a person must :

(a) have first been registered by an employee of the Ministère du Loisir, de la Chasse et de la Pêche at one of the gates ;

(b) be the holder of the appropriate fish and game licence issued by the Minister of Recreation, Fish and Game.

**3.** The dates and places allowed for fishing or hunting in this reserve are those which appear on the licence.

**4.** Trapping is prohibited in the reserve.

**5.** No person in the reserve shall be in the possession of :

(a) a firearm or hunting gear, save a person duly authorized to hunt and conservation officers ;

(b) fishing tackle, save a person duly authorized to fish therein.

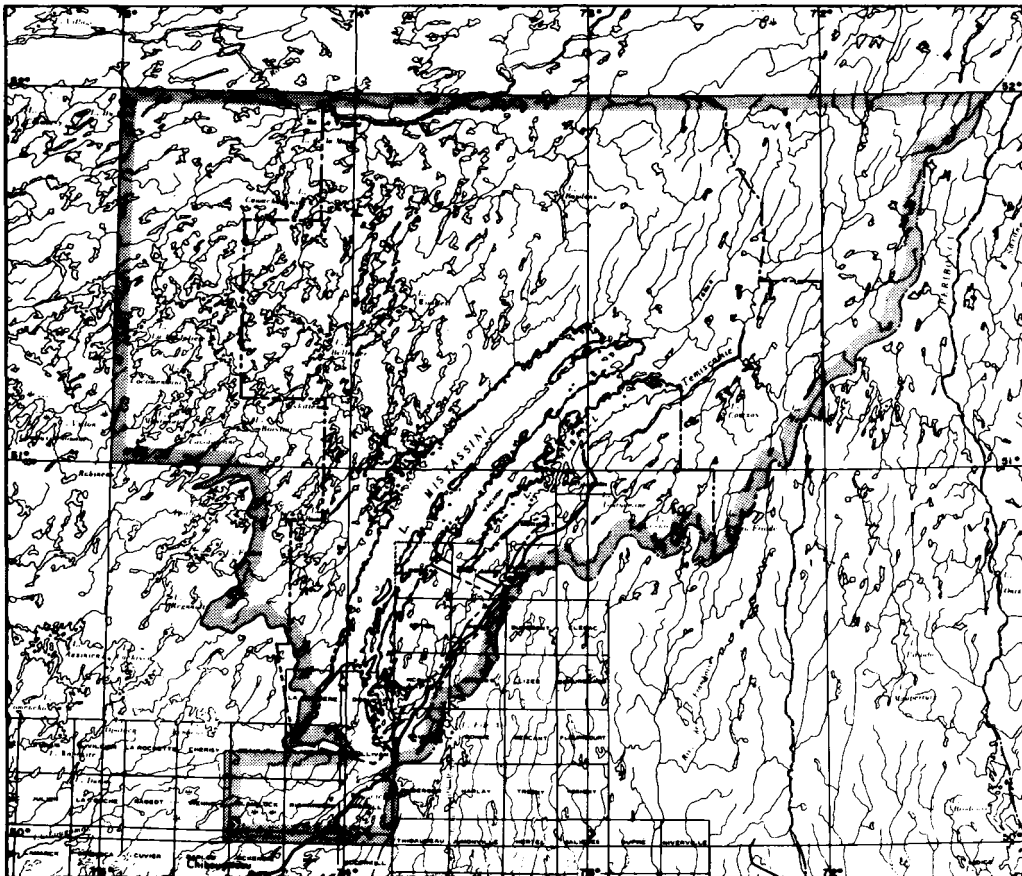
**6.** No person may :

(a) be in the possession of fish in the reserve, save the holder of a licence which authorizes him to fish ;

(b) be in the possession of game in this reserve, save the holder of a licence which authorizes him to hunt or an Indian who has it in his possession for consumption or who uses it as bait for the trapping of fur-bearing animals.

**7.** The Minister of Recreation, Fish and Game may restrict the number of persons who fish or hunt in the reserve in order to conserve the fish and game.

**SCHEDULE A**  
(s. 1)



GOVERNEMENT DU QUEBEC  
MINISTÈRE DU TOURISME  
DE LA CHASSE ET DE LA PÊCHE  
DIRECTION DES SERVICES TECHNIQUES

**RÉSERVE  
DE  
MISTASSINI**

ECHELLE 1 / 1 250 000



31/10/77



c. C-61, r.64

## Regulation respecting the La Vérendrye Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the "La Vérendrye Wildlife Sanctuary" :

A territory situated in the county municipalities of : Pontiac, Témiscamingue, Rouyn-Noranda, Abitibi-Est, Montcalm and Gatineau, in the townships of : Marrias, Villebon, Ypres, Cambrai, Granet, Fréville, Champrodon, Casson, Lajoie, Membré, Entremont, Sagean, Foligny, Le Barrois, Estimauville, Aulnay, Hamon, Chalifoux, Sureau, Didace, Chassin, Devine, Desranleau, Silly, Hainaut, Dudouyt, Yéo, Villedonné, Rousson, Dieskau, Loubias, Aux, Maupassant, Gonthier, La Rabeyre, Ryan, Beaumouchel, Gaillard, Emard, Cardinal, Harris, By, Touraine, Lorimier, Jamot, Horan, Houdet, Lorrain, Sbarretti, Turquetil, Charbonnel, Froidevaux, Auvergne, Kondiaronk, Champagne, Bourbonnais, Briand, Orléanais, Lémousin, Mitchell, Maine, Lytton and in the unorganized territories, covering an area of thirteen thousand and six hundred and ten square kilometres (13 610 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from a point situated in the township of Mitchell at the meeting of the southwestern limit of the right of way or the Mont-Laurier-Senneterre Highway with the southeastern limit of the right of way of the road leading to the Tomassine yard ; thence southwesterly and westerly, following the southeastern side of the said road to its meeting with the right bank of the effluent of lac du Pont ; thence in a general northwesterly direction, following the said right bank, the shore of lac du Pont, the bank of the effluent of lac Tomassine, the shore of lac Tomassine, the bank of rivière Tomassine and the outlet of lac Savary ; thence, following the east, south and west shores of the said lake, the right bank of ruisseau Fraser to its meeting with the western side of the portage to the Tomassine farm, the said portage to the southern end of the southeastern bay of lac Putnam, the east and north shores of lac Putnam, the east shore of lac Delahey, the south shore of

lac Barker, the right bank of the effluent of lac Kondiaronk, the southwest shore of the said lake, the right bank of the effluent of lac Saint-Castin, the south and southwest shores of the said lake, the portage and the left bank of the brook joining the said portage to lac Byrd, the east, south and west shores of the said lake to the division line of the townships of Auvergne and Lorrain ; thence westerly, following the division line of the townships of Auvergne, Doutreleau, Egriselles, Nivernais, Trouvé, Diéreville and then the townships of Lorrain, Houdet, Horan, Jamot, Lorimier and Touraine to the west shore of baie aux Chicots of lac Dumoine ; thence northerly, following the west shore of baie aux Chicots of lac Dumoine, the portage joining the said bay of the said lake to lac des Écorces, the west, north and northeast shores of this lake ; following the western extremity of a chain of brooks, lakes and portages to the division line of the townships of Maupassant and Desranleau ; thence westerly, following the division line of the townships of Maupassant and Desranleau to the shore of a small lake situated at the southeastern extremity of lac Quatre-Milles ; thence northerly, following the west shore of the said small lake, the western bank of its effluent and the west shore of lac Quatre-Milles, the western side of the portage joining the said lac Quatre-Milles to lac du Veillard, following the west shore of the said lake, the western bank of its effluent, the west shore of lac à l'Épinette, the western bank of rivière à l'Épinette and the west shore of lac Otonibi to its meeting with the southern limit of the township of Jourdan ; thence easterly, following the southern limit of the townships of Jourdan and Pélissier to the eastern limit of the township of Pélissier ; thence northerly, following the eastern limit of the township of Pélissier to the division line of the townships of Granet and Marrias ; thence easterly, following the division line of the said townships to the division line of lots 49 and 50 of Range I, township of Marrias ; thence northerly, following the division line of lots 49 and 50 of Ranges I and II of the said township ; then easterly, following the division line of Ranges II and III of the townships of Marrias and Villebon to the division line of lots 10 and 11 of Range II of the township of Villebon ; thence southerly, following the division line of lots 10 and 11 of Ranges II and I to the division line of the townships of Villebon and Fréville ; thence easterly, following the division line of the townships of Villebon and Denain, then the townships of Fréville and Champrodon to the division line of the counties of Montcalm and Pontiac ; thence southeasterly, following the division line of the counties of Montcalm and Pontiac to its meeting with a line parallel to and four and eight hundred and twenty-seven

thousandths kilometres (4 827 km) from the northwestern bank of rivière Chochocouane ; thence northeasterly, following the said line parallel to the northwestern bank of rivière Chochocouane to a line parallel to the division line of the counties of Montcalm and Pontiac and passing by the mouth of the effluent of lac Cambrai ; thence southeasterly, following the said line to a line parallel to and four and eight hundred and twenty-seven thousandths kilometres (4,827 km) from the southeastern bank of rivière Chochocouane ; thence southwesterly, following the said line parallel to the southeastern bank of rivière Chochocouane to the county line of Montcalm and Pontiac ; thence southeasterly, following the division line of the counties of Montcalm and Pontiac to its meeting with the division line or the counties of Gatineau and Pontiac ; thence, following the said division line to the left bank of rivière Gens-de-Terre ; thence easterly, southerly and southeasterly, following the left bank of rivière Gens-de-Terre to the north shore of lac Baskatong (Baie Gens-de-Terre) ; thence westerly, southeasterly and southwesterly, following the north, southwest and northwest shore of baie Gens-de-Terre and baie Mercier of the said lac Baskatong to the western extremity of baie Mercier of the said lake ; thence southwesterly, following a straight line joining the western extremity of the said bay of the said lake to the starting point.

## DIVISION II REGULATION

- 2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.
- 3.** A person who, for recreational purposes, stays or engages in a activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.
- 4.** A person must hold a right of access in order to stay in a cottage or lodge.
- 5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.
- 6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.
- 7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.
- 8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.
- 9.** Sections 6 and 7 do not apply to a person traveling on the portion of Highway 117 within the wildlife sanctuary.
- 10.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).
- 11.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.
- 12.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.
- 13.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.
- 14.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.
- 15.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.
- 16.** Within the wildlife sanctuary a person may not :
  - (a) fell or mutilate trees or underbush without a wood-cutting permit ;
  - (b) deface or deform natural formations such as rock formations ;
  - (c) throw waste or litter elsewhere than in places provided for this purpose ;
  - (d) damage or break buildings or furnishings.
- 17.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**18.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**19.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**20.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**21.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**22.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**23.** In the wildlife sanctuary, camping and camp-fires are permitted only in areas designated for this purpose.

**24.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

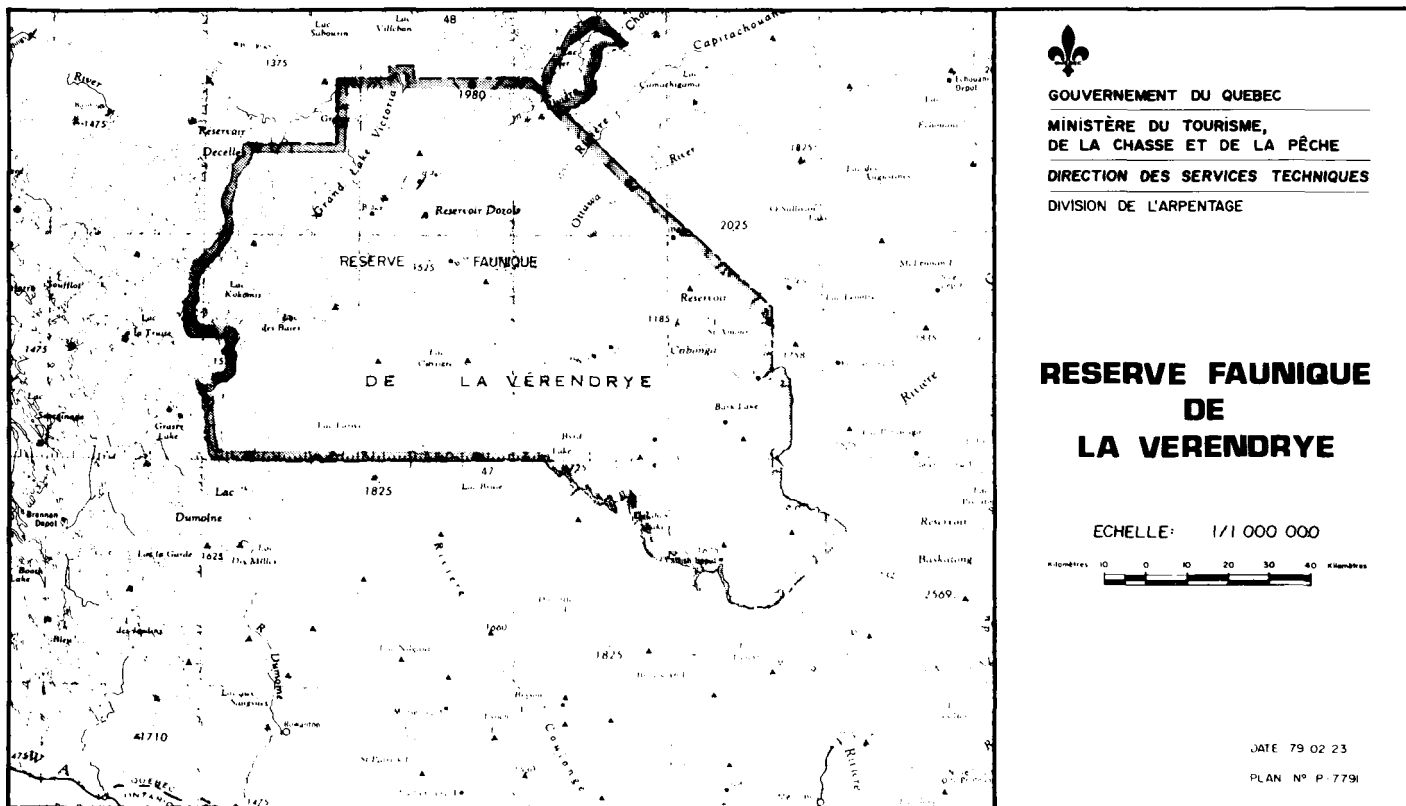
**25.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**26.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**27.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**28.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

O.C. 2046-80, (1980) 112 G.O.II, 3791  
O.C. 2047-80, (1980) 112 G.O.II, 3795





c. C-61, r.65

## Regulation respecting the Laurentides Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary under the name of "Laurentides Wildlife Sanctuary" :

A territory situated in the Townships of Cauchon, Stoneham, Tewkesbury, Perrault, Trudel, Laure, Saint-Hilaire, Neilson, Larue, Lartigue, Rhodes, Lescarbot, Laterrière, Lapointe and in an unorganized territory, in the county municipalities of Chauveau, Montmorency, Lac-Saint-Jean, Chicoutimi and Charlevoix, covering an area of seven thousand nine hundred and sixty-one square kilometres (7 961 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from a point situated at the intersection of the line dividing Ranges XII and XIII of the Township of Stoneham and of the line dividing the Township of Stoneham and the Fief of Saint-Ignace ; thence northwesterly, following the northeastern limit of the Fief of Saint-Ignace, of the Fief of Hubert and of the Township of Neilson to the northern corner of the said township skirting Chezine Lake eastward following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant east of its east shore ; thence, southwesterly, following the northwestern limit of the Township of Neilson to a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant from the southwest of the left bank of the tributary of Batiscan Lake, a point whose coordinates are : 5 244 680 m N and 286 200 m E ; thence in a general northwesterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southwest of the left bank of the said tributary to a point situated sixty and thirty-five hundredths metres (60,35 m) south of the south shore of Batiscan Lake ; thence in a general northwesterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant northeast of the northeast shore of Batiscan Lake, northeast of the northeast shore of Batiscan Lake, northeast of the northeast bank of Aux Éclairs River and

east of the east bank of A Moïse River, skirting Moïse Lake following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant east of its east shore to a point of which the coordinates are : 5 264 900 m N and 281 260 m E ; thence northwesterly following a straight line to a point situated sixty and thirty-five hundredths metres (60,35 m) east of the east shore of the northeast end of Andrews Lake ; thence in general westerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant north of the north shore of Andrews Lake to a point of which the coordinates are : 5 268 580 m N and 278 410 m E ; thence northwesterly, following a straight line to a point situated sixty and thirty-five hundredths metres (60,35 m) north of the north shore of the north end of Wilkin Lake ; thence in general southwesterly and northwesterly directions, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant north of the north shore of Wilkin Lake, north of the north shore of the effluent of Wilkin Lake, north-west of the northwest shore of Lefebvre Lake, northwest of the northwest shore of the effluent of Lefebvre Lake, east of the east shore of Des Passes Lake, northeast of the northeast shore of the effluent of Docteur-Brown Lake and east of the east shore of Docteur-Brown Lake to the right shore of its tributary, a point of which the coordinates are : 5 269 830 m N and 721 900 m E ; thence northerly, following a straight line to a point situated sixty and thirty-five hundredths metres (60,35 m) east of the east shore of Wilfrid Lake, and on the left shore of the effluent of Mièvre Lake ; thence in a general northwesterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant east of the east shore of Wilfrid Lake, east of the east shore of the effluent of Wilfrid Lake, north of the north shore of Thibaudeau Lake, north of the north shore of the effluent of Thibaudeau Lake, east of the east shore of the effluent of Bivouac Lake and east of the east shore of Bivouac Lake to a point situated sixty and thirty-five hundredths metres (60,35 m) north of the north shore of the north end of the said lake ; thence northerly, following a straight line to sixty and thirty-five hundredths metres (60,35 m) south of the south shore of the south end of Berriers Lake skirting the lake following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant east of the east shore of Désilets Lake ; thence in a general northerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant east of the east shore of Berriers Lake east of the east shore of its effluent and east of the east shore of Plan Perdu Lake to a point situated at the north end of Plan Perdu Lake and of



the left shore of a tributary of the said lake ; thence west-erly, following a straight line to a point situated sixty and thirty-five hundredths metres (60,35 m) east of the east bank of Aux Castors Noirs River, a point of which the coordinates are : 5 282 000 m N and 714 860 m E skirting to the north following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant north of the north shore of Bédard Lake ; thence in a general northeasterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southeast of the southeast bank of the Aux Castors Noirs River to the intersection with the southwestern limit of forest location 161 (Métabetchouane River) ; thence northwesterly and northeasterly, following the southwestern and northwestern limits of the said forest location 161 to a point situated sixty and thirty-five hundredths metres (60,35 m) west of the west shore of Ventadour Lake ; thence in general southerly, easterly and northerly direc-tions, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of the south shore of Ventadour Lake to its meeting with the southern limit of the Township of Lescarbot ; thence easterly, fol-lowing the limit of the Township of Lescarbot to a point situated sixty and thirty-five hundredths metres (60,35 m) west of the west bank of the Métabetchouane River ; thence northwesterly, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south-west of the southwest bank of the Métabetchouane River to a point situated on the continuation of the downstream limit of the rapids, a point of which the coordinates are : 5 312 040 m N and 721 730 m E ; thence northeasterly, along a straight line following the downstream limit of the rapids and its continuation to a point situated on the south shore of the island ; thence northerly, following the west shore of the island to a point situated at the downstream limit of the rapids, a point of which the coordinates are : 5 312 400 m N and 721 850 m E ; thence northerly, fol-lowing the downstream limit of the rapids and its con-tinuation to a point situated sixty and thirty-five hun-dredths metres (60,35 m) north of the north bank of the Métabetchouane River ; thence in a general northwesterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant north of the north bank of the Métabetchouane River, of Naquagami Bay of Métabetchouane Lake and of the Métabetchouane River to its meeting with the division line of the Counties of Lac-Saint-Jean-Est and Montmorency ; thence easterly, fol-lowing the said division line to its intersection with the ef-fluent of Monceau Lake, skirting southerly following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of the south bank of the Méta-betchouane River and of Aubuchon, Brion and Vulcain Lakes, skirting northerly following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant

north of the north shore of Consor Lake ; thence north-erly, following a straight line to the southeast corner of the Township of Saint-Hilaire ; thence northeasterly, fol-lowing the southeast limit of the Township of Saint-Hilaire to the division line of Ranges IV and V of the said township ; thence northwesterly, following the division line of Ranges IV and V to the intersection with the continuation of the division line of lots 12 and 13 of Ranges I and II of the Township of Saint-Hilaire ; thence northeasterly, fol-lowing the continuation of the division line of lots 12 and 13 of Ranges I and II of the Township of Saint-Hilaire and the division line of the said lots, the said ranges and the said township to the division line of the Townships of Saint-Hilaire and Caron ; thence southeasterly, following the southwestern limit of the Townships of Caron, Mésy, Plessis and Lartigue to a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) dis-tant from the western limit of the right of way of Highway 175 (Québec-Chicoutimi), following a line surveyed by Jos. Blanchet on 19 November 1954, skirting southerly Mésy and Plessis lakes, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of their south shores ; thence in general northwest-erly and northeasterly directions following the said line surveyed by Jos. Blanchet to a point situated eight hun-dred and four and sixty-seven hundredths metres (804,67 m) northeast of the division line of the Townships of Lartigue—Laterrière ; thence, following the line sur-veyed by Jos. Blanchet running south 52°40' east to a point situated sixty and thirty-five hundredths metres (60,35 m) east of the east bank of Simoncouche Stream ; thence in a general southeastern direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) dis-tant northeast of the northeast bank of Simoncouche Stream, north of the north shore of Simoncouche Lake and west of the west shore of a tributary of Simoncouche Lake to the intersection with the said line surveyed by Jos. Blanchet ; thence, following the line surveyed by Jos. Blanchet running south 52°40' east to the intersection with a line running 12°00' west surveyed by Jos. Blanchet on 19 November 1954 ; thence south 12°00' west, to the divi-sion line of the Townships of Lartigue and Laterrière ; thence southeasterly, following the division line of the Townships of Lartigue and Laterrière to a meridian line starting at the northwest corner of Block B of the Town-ship of Lapointe ; thence southerly, following the said meridian line for a distance of 2,494 km ; thence south-erly, 402,34 m ; thence southerly 603,50 m ; thence west-erly to the said meridian line for a distance of 603,50 m ; thence easterly, 502,92 m ; thence southerly, 965,61 m ; thence westerly, to the meridian line mentioned, thence southerly, following the said meridian line to its starting point ; thence southeasterly, following the western limit of Block B ; thence northeasterly and easterly, following the

southern limit of the said block to the point situated sixty and thirty-five hundredths metres (60,35 m) east of the right bank of the Du Moulin River ; thence in a general southerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant, east of the right bank of the Du Moulin River to the southern limit of the Township of Dubuc ; thence easterly, following the said southern limit of the Township of Dubuc and the southern limit of the Township of Boileau to the intersection with the western limit of the right of way of Highway 381 (Saint-Urbain-La-Baie), skirting following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of the south shore of Georges Lake ; thence in a general southerly direction, following the said western limit of the right of way of Highway 381 (Saint-Urbain-La-Baie) to the northern limit of the parc des Grands Jardins, a point of which the coordinates are : 5 289 900 m N and 371 050 m E ; thence northwesterly, following an irregular line of which the apex coordinates are : 5 290 400 m N and 368 410 m E, 5 290 820 m N and 366 900 m E, 5 291 720 m N and 366 140 m E to a point of which the coordinates are : 5 291 520 m N and 365 520 m E, that point being situated on the southeastern limit of the right of way of the forest road planned by the Ministère de l'Énergie et des Ressources ; thence in a general southwesterly direction, following the southeastern limit of the right of way of the said forest road to a point of which the coordinates are : 5 285 930 m N and 350 290 m E ; thence in a general southerly direction, following an irregular line of which the apex coordinates are : 5 284 490 m N and 349 530 m E, that point is sixty and thirty-five hundredths metres (60,35 m) west of the west shore of Hébert Lake, 5 280 000 m N and 349 570 m E, and to a point of which the coordinates are : 5 277 970 m N and 350 050 m E, the normal high water mark east of Small à Jack Lake ; thence in a general southerly direction, the normal high water mark east of Small à Jack Lake, east of its outlet, east of À Jack Lake and east of À Jack Stream to the southern limit of the right of way of the road passing Malbaie Lake and Noir Lake ; thence southwesterly, following that limit to sixty and thirty-five hundredths metres (60,35 m) west of the west bank of À Jack Stream ; thence in general southerly, easterly and northeasterly directions, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of the south bank of À Jack Stream and Malbaie River to its meeting with the south side of the right of way of the road passing Noir Lake and Charles Lake ; thence in a general southeasterly direction, following an irregular line of which the apex coordinates are : 5 280 470 m N and 362 850 m E, 5 279 550 m N and 363 460 m E, 5 278 650 m N and 363 200 m E and to a point of which the coordinates are : 5 278 090 m N and 363 350 m E, that point being situated on the Western limit of the right of way of the road starting at Charles

Lake and going to Chaudière Lake ; thence in a general southerly direction, following the western limit of the right of way of the said road to the normal high water mark north of Chaudière Lake ; thence in general easterly and southerly directions, following the normal high water mark north of Chaudière Lake to a point situated sixty and thirty-five hundredths metres (60,35 m) south of the south shore of the effluent of Mirande Lake ; thence in a general easterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant south of the south shore of the effluent Mirande Lake, south of the south shore of Mirande Lake, south of the south shore of the effluent of Petit Mirande Lake and south of the south shore of Petit Mirande Lake to a point of which the coordinates are : 5 275 730 m N and 366 500 m E ; thence in general easterly and northerly directions, following an irregular line of which the apex coordinates are : 5 276 060 m N and 367 080 m E sixty and thirty-five hundredths metres (60,35 m) south of the south shore of De la Chute Lake, 5 275 800 m N and 367 750 m E, 5 277 000 m N and 368 250 m E, 5 278 090 m N and 367 380 m E ; this point is sixty and thirty-five hundredths metres (60,35 m) east of the east shore of the lake that is there, 5 278 810 m N and 367 630 m E, 5 280 570 m N and 367 320 m E, 5 280 620 m N and 368 570 m E and to a point of which the coordinates are : 5 280 110 m N and 370 730 m E ; this point is sixty and thirty-five hundredths metres (60,35 m) south of the south shore of the lake that is there and sixty and thirty-five hundredths metres (60,35 m) southwest of the southwest shore of the effluent of the said lake ; thence in a general southeasterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southwest of the southwest bank of the said stream to the northwest limit of the Côte-de-Beaupré Seigniory ; thence southwesterly, following the northwestern limit of the Côte-de-Beaupré Seigniory, to the division line of the township of Tewkesbury and the Township of Cauchon ; thence northwesterly, following the said Township division line to the southeastern limit of the parc de la Jacques-Cartier, a point of which the coordinates are : 5 228 130 m N and 326 870 m E ; thence northeasterly, following the limit of the parc de la Jacques-Cartier, following a straight line to a point situated one hundred and twenty metres (120 m) south of the southern limit of the right of way of the forest road running along the À l'Épaulé River and on the western limit of the right of way of Highway 175, a point of which the coordinates are : 5 223 900 m N and 331 280 m E ; thence in a general northeasterly direction, following the northwestern limit of the right of way of the said road to its intersection with the northwest right of way of the power line passing west of Small à l'Épaulé Lake ; thence in a general northerly direction, following the said limit of the right of way to its

intersection with the western limit of the right of way of Highway 175 ; thence in a general northwesterly direction, following the said limit to a point situated on the western limit of the right of way of the power line, a point of which the coordinates are : 5 259 300 m N and 331 400 m E ; thence in a general northwesterly direction, following the western limit of the right of way of the power line to a point of which the coordinates are : 5 261 200 m N and 331 000 m E ; thence southwesterly and southerly, following an irregular line of which the apex coordinates are : 5 260 720 m N and 330 260 m E, 5 258 900 m N and 330 200 m E, that point is situated two hundred and fifty metres (250 m) north of the northern limit of the right of way of the road passing north of Lanoraye Lake and south of Chartier Lake ; thence in a general southwesterly direction, following a line parallel to and two hundred and fifty metres (250 m) distant north of the northern side of the right of way of the said road to a point of which the coordinates are : 5 258 100 m N and 328 950 m E ; thence in northwesterly, westerly and southwesterly directions, an irregular line of which the apex coordinates are : 5 258 680 m N and 328 500 m E ; 5 258 620 m N and 327 800 m E, 5 257 850 m N and 326 850 m E, that point is situated thirty and forty-eight hundredths metres (30,48 m) north of the median line of the road passing north of Lanoraye Lake and south of Chartier Lake ; thence in a general northeasterly direction, following a line parallel to and thirty and forty-eight hundredths metres (30,48 m) distant north of the median line of the said road to the western limit of the right of way of Highway 175 ; thence in a general southerly direction, following the western limit of the right of way of Highway 175 to a point situated thirty and forty-eight hundredths metres (30,48 m) south of the median line of the road passing north of Lanoraye Lake and south of Chartier Lake ; thence in a general southwesterly direction, following a line parallel to and thirty and forty-eight hundredths metres (30,48 m) south of the median line of the said road to a point situated on the east shore of the effluent of Lapointe Lake ; thence northerly, following a straight line to a point situated on the southern limit of the right of way of a former forest road, a point of which the coordinates are : 5 258 820 m N and 325 950 m E ; thence in a general northwesterly direction, following the southern limit of the right of way of the said road to a point situated two hundred metres (200 m) north of the north bank of the Jacques-Cartier River, a point of which the coordinates are : 5 259 220 m N and 324 350 m E ; thence in a general northwesterly direction, following a line parallel to and two hundred metres (200 m) distant north of the Jacques-Cartier River to a point situated two hundred metres (200 m) east of the east bank of the Launière River ; thence in a general northerly direction, following a line parallel to and two hundred metres (200 m) distant east of

the east bank of the Launière River to a point situated six hundred metres north of the north bank of the Jacques-Cartier River ; thence southwesterly, following a straight line to a point situated at the intersection of the southeast right of way of the power line and of the northern limit of the right of way of the forest road leading from Champlain Lake to Brugnion Lake, a point of which the coordinates are : 5 259 200 m N and 315 250 m E ; thence in a general southwesterly direction, following the southeastern limit of the right of way of the power line to a point of which the coordinates are : 5 246 900 m N and 310 730 m E, skirting following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant west of the west shore of Cook Lake ; thence southerly, following a straight line to a point situated sixty and thirty-five hundredths metres (60,35 m) north of the northern side of the right of way of the forest road passing west of Bréboeuf Lake, north of Rock Lake and south of McLish Lake, a point of which the coordinates are : 5 243 220 m N and 310 550 m E ; thence in a general southeasterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant north of the north side of the right of way of the said road to a point situated on the west shore of the tributary of McLish Lake, a point of which the coordinates are : 5 238 330 m N and 312 090 m E ; thence easterly and southerly, following an irregular line of which the apex coordinates are : 5 238 350 m N and 313 760 m E, this point is on the 2 250 ft elevation line (685,8 m), 5 232 870 m N and 314 100 m E, this point is on the north shore of the tributary of Saurtney Lake and sixty and thirty-five hundredths metres (60,35 m) west of the western limit of the right of way of the road passing west of Saurtney Lake, of Petit Dubois Lake and a lake of which the coordinates are : 5 227 500 m N and 317 650 m E ; thence in a general southeasterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant west of the west side of the right of way of the said road to its intersection with the division line of Ranges XII and XIII of the Township of Tewkesbury ; thence southwesterly, following the division line of Ranges XII and XIII to the division line of the Townships of Stoneham and Tewkesbury ; thence northwesterly, following the said township division line to the division line of Ranges XIV and XV of the Township of Stoneham ; thence southwesterly, following the division line of Ranges XIV and XV to its intersection with the elevation line between the basin of the Sainte-Anne River and that of the Jacques-Cartier River established in 1926 by D.I. O'Gallagher, Q.L.S. (Notebook S.F. 450-D) ; thence in a general southwesterly direction, following the said elevation line to its intersection with the division line of Ranges XII and XIII of the Township of Stoneham ; thence southwesterly, following the said division line to the starting point.

Less the lands of the Department of National Defence as described by Mr. André Laferrière, Q.L.S., on 29 November 1951 and 30 January 1952.

Less the lands known as the Forêt Montmorency, as shown on a plan executed by Mr. André Jobin, Q.L.S., dated 23 November 1964, and accompanied by a report with notes dated 28 December 1964.

## DIVISION II REGULATION

### §1. Interpretation

**2. Definitions :** In this Regulation, the following mean :

“group camping ground” : a camping ground designed to accommodate organized groups of 12 to 36 persons ;

“recreational camping ground” : a camping ground designed to meet the needs of users who wish to enjoy recreation and camping in a natural setting for several days ;

“trail camping ground” : a camping ground designed to meet, in a natural setting, the lodging, recreational and educational needs of the user as he carries on a recreational activity ;

“short excursion” : an outing of less than one day, without an overnight stay ;

“long excursion” : a longer outing including canoeing with at least one overnight stay ;

“community shelter” : a building situated along an excursion route, accommodating groups of approximately 8 to 20 users for the night ;

“user” : person who has access to, or stays or travels in a wildlife sanctuary for recreational purposes.

### §2. Access

**3. Control of exits :** A user who holds a right of access pass to carry on a recreational activity must return the pass to a reception station on leaving the wildlife sanctuary.

**4. Protection :** The Superintendent may refuse a person or group admittance to part or all of the wildlife sanctuary if :

- (1) the safety of the persons would be in jeopardy ;
- (2) the facilities have reached or exceeded maximum capacity ;

(3) a risk of serious damage to the environment or the facilities exists ;

(4) there are specific needs of protection for a species of animal in a particular location or for a determined period.

**5. Work card :** Upon request by a reception officer or warden, a person who has access to, or stays or travels in the wildlife sanctuary for work purposes must produce a document proving that he has actually been assigned to such work.

**6. Conditions for staying in the sanctuary :** A person who has access to, stays, or participates in an activity in the wildlife sanctuary for recreational purposes must respect the dates, times and places indicated on the right of access pass, where such a pass is required.

**7. Long excursion :** To participate in a long excursion, a person must obtain a right of access pass from the reception station, or wildlife sanctuary office, at a cost of 3 \$ per person per day for a community shelter, 3 \$ per campsite in a trail camping ground and 3 \$ per canoe per day for canoe tripping.

**8. Fishing :** To fish in the wildlife sanctuary, a person must hold a right of access pass, which costs 2 \$ per person per day.

**9. Recreational camping ground :** To camp on a recreational camping ground, a person must obtain a permit for which the rate is as follows :

(1) if the site has been cleared, but no water, sewers or electricity are provided, the cost is 4 \$ per site per day ;

(2) if the site has been cleared, and one of the following services is provided : water, electricity or sewers, the cost is 6 \$ per site per day ;

(3) if the site has been cleared, and 2 of the following services are provided : water, electricity or sewers, the cost is 7 \$ per site per day ;

(4) if the site has been cleared, and all 3 services are provided : water, electricity or sewers, the cost is 8 \$ per site per day.

**10.** To camp in a wilderness recreational camping ground, a person must obtain a permit which costs 3 \$ per site per day.

### §3. General rules

**11. Protection of environment and equipment :** In the wildlife sanctuary, no user may :

- (1) fell or mutilate trees or bushes without a licence to cut timber issued by the Minister of Energy and Resources under the Lands and Forests Act (R.S.Q., c. T-9) ;
- (2) paint or deface natural formations such as rocks ;
- (3) dispose of waste or garbage elsewhere than in the places provided for that purpose ;
- (4) spread harmful substances such as oil, gas or pesticides ;
- (5) damage moveable or immoveable property belonging to the Gouvernement du Québec.

**12. Tidiness :** Every user must leave any place he has occupied and any equipment he has used clean and in good order.

**13. Dogs :** No dogs are allowed in the wildlife sanctuary except those inside a vehicle crossing the sanctuary via Highways 175 or 169 or a seeing-eye dog accompanying its master.

**14. Hunting gear :** No person may be in possession of hunting gear in the wildlife sanctuary unless he holds a right of access pass for hunting in the sanctuary or a permit to possess hunting gear issued by the Minister of Recreation, Fish and Game.

**15. Fishing tackle :** No person may carry fishing tackle in the wildlife sanctuary unless he holds a right of access pass for fishing. Any person who does not hold a right of access pass for fishing must transport any fishing tackle inside a vehicle.

**16. Improvements, structures, concessions :** The Minister is authorized to make or order any improvements or structures in the wildlife sanctuary, as he deems expedient and entrust approved bodies with the management or with responsibilities respecting the management for purposes of harvesting of wildlife resources in the wildlife sanctuary.

**17. Supply outlets :** No person may operate a supply outlet in the wildlife sanctuary unless a concession contract has been granted by the Minister in accordance with the terms and conditions prescribed in the Regulation respecting government concession contracts (c. A-6, r. 6).

**18. Vehicles :** No user of the wildlife sanctuary may drive a vehicle elsewhere than on roads intended for motor vehicles, or use such a vehicle for purposes other than going to or returning from the place of an activity.

**19.** Every person driving a motor vehicle must obey the speed limits posted along the roads within the wildlife sanctuary, and park in the areas laid out and marked for the purpose.

**20. Public peace :** Any user must refrain from shouting, using a loud speaker or other amplification system, distributing circulars, pamphlets or brochures, and soliciting.

**21. Posting of bills :** It is prohibited to post bills outdoors, except bills concerning activities and services offered by parks and wildlife sanctuaries.

**22. Gatherings, entertainment :** Any form of commercial entertainment or sports gathering is prohibited in the wildlife sanctuary.

### §4. Recreational activities

**23. Long excursions :** To go on a long excursion, a person must be the holder of a right of access pass.

**24.** On a long excursion, a user may stay no more than 2 nights at the same trail camping ground or in a community shelter or group shelter.

**25.** A user who is the holder of a right of access pass for a long excursion must notify the reception station of his return.

**26. Camping :** Canoe tripping may be undertaken only on routes indicated for that purpose on the document given to the holder of a right of access pass for the practice of that activity.

**27. Boats : Life jacket :** Every person using a boat in the wildlife sanctuary must have a life-saving cushion or life jacket in his possession, in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**28. Number of passengers :** No boat made available to the public for fishing in the wildlife sanctuary may hold more than 3 persons.

**29. Private boats :** No private boat may be used except on the lakes and rivers designated for that purpose at each reception station.

**30. Motor boats :** Motor boats are prohibited except on the lakes and rivers designated for that purpose at each reception station. The maximum power of such motors also appears in the list.

**31. Snowmobiles :** Snowmobiling is authorized on the trails marked and laid out for that purpose at each reception station.

**32. Camping and campfires :** Camping and campfires are authorized only in the areas designated and laid out for that purpose.

**33. Recreational camping ground :** The maximum number of occupants per site in a recreational camping ground is 6.

**34.** In recreational camping grounds, only one vehicle may be parked at each campsite. Any other vehicles must be parked in the parking area especially provided for that purpose.

**35.** Only one tent, tent-trailer or trailer must be installed per site on a recreational camping ground.

**36.** A person who leases a site on a recreational camping ground must take possession of it on the same day.

**37.** A user may not camp on a recreational camping ground for more than 7 consecutive days.

**38. Trail camping ground :** The maximum number of occupants per site in a trail camping ground is 9.

**39. Catches :** A hunter or fisherman must declare or show any catches for purposes of counting and weighing. Places are designated for that purpose at the reception station. Certain parts of fish or game may be removed for study purposes.

**40. Hiking :** Hiking is authorized only in areas identified for that purpose at the reception station.

**41. Skiing excursions :** Skiing excursions are restricted to trails identified for that purpose.

**42.** In the winter time, only skis may be used in areas identified for the practice of that activity.

**43. Snowshoeing :** Snowshoeing is restricted to areas identified for that purpose.

**44. Aircraft :** Except in cases of *force majeure*, no one may use an aircraft to reach a recreational activity area in the wildlife sanctuary or a point different from that determined on the pass, without holding a right of access pass issued by the Minister for that purpose.

#### *§5. Final provision*

**45. Expulsion :** Any person who contravenes the Wildlife Conservation Act (R.S.Q., c. C-61), any provisions of this Regulation, the Fisheries Act (R.S.C., 1970, c. F-14) or the Highway Code (R.S.Q., c. C-24) is subject to immediate expulsion from the wildlife sanctuary.

**Gouvernement du Québec**  
**MINISTÈRE DU TOURISME**  
**DE LA CHASSE ET DE LA PÊCHE**  
**Direction des services techniques**  
 Préparé par Service de l'acquisition d'immeubles

**RESERVE FAUNIQUE**  
**DES LAURENTIDES**  
 ECHELLE: 1/750 000  
 DATE: 1981-11-06  
 PLAN N°: 278



c. C-61, r.66

## Regulation respecting the Mastigouche Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known under the name of the “Mastigouche Wildlife Sanctuary” :

A territory situated in the townships of Badeaux, Arcan, Allard, Désaulniers, Chapleau, Kaine, Aubry, Masson, Houde, Angoulême, Gauthier and Courcelles, situated in the county municipalities of Saint-Maurice, Maskinongé and Berthier, and covering an area of one thousand six hundred and seventeen square kilometres (1 617 km<sup>2</sup>) and whose perimeter is described as follows :

Starting from a point situated at the intersection of the division line of the townships of Chapleau and De Calonne with the division line of the townships of Désaulniers and Chapleau ; thence southwesterly, following the division line of the townships of Chapleau and De Calonne, of Angoulême and Peterborough to a point situated on the northeast shore of lac Catherine skirting to the north, lac Carufel and lac Bonneterre ; thence westerly, following the north shore of lac Catherine to a point situated on the southern limit of the right of way of road No. 21 ; thence northwesterly, following the southern and eastern limit of the right of way of the said road to its intersection with the western limit of the right of way of road No. 2 ; thence, following the western limit of the right of way of road No. 2 to its intersection with the southern limit of the right of way of road No. 22 ; thence, following the southern limit of the right of way of road No. 22 to a point whose coordinates are : 5 148 900 m N and 620 700 m E ; thence following general northwesterly, southwesterly and northeasterly directions, a broken line whose summit coordinates are : 5 151 000 m N and 618 200 m E, 5 149 700 m N and 614 000 m E, 5 146 450 m N and 611 950 m E, 5 154 000 m N and 604 200 m E, 5 157 400 m N and 602 000 m E, 5 161 400 m N and 602 150 m E, 5 167 300 m N and 605 400 m E, 5 169 700 m N and 603 850 m E, thence northeasterly, northwesterly and southwesterly, following a line parallel to and two hun-

dred and one and seventeen hundredths metres (201,17 m) from lac Étroit and lac Aigu to a point whose coordinates are 5 169 600 m N and 602 650 m E ; thence northwesterly to a point situated at sixty and thirty-five hundredths metres (60,35 m) from the western limit of the right of way of the road leading to lac de la Bouteille and whose coordinates are 5 170 100 m N and 598 700 m E ; thence in general northeasterly and northerly directions, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the western limit of the right of way of the lac de la Bouteille road to the ruisseau de la Bouteille bridge ; thence in a general northerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the western bank of ruisseau de la Bouteille to lac Taureau ; thence in general and easterly northerly directions, following the east shore of lac Taureau to the dam of rivière Mattawin ; thence in a general northeasterly direction, following the northern bank of rivière Mattawin to a point whose coordinates are 5 188 100 m N and 642 300 m E (limit of the Parc national de la Mauricie) ; thence southerly, easterly, southwesterly and southeasterly following the limit of the Parc national de la Mauricie to a point whose coordinates are 5 172 800 m N and 648 500 m E ; thence southwesterly, following the division line of the townships of Belleau and Désaulniers skirting to the south lac Marchand, lac petit Shawinigan and lac Alizé and to the north, lac Boucher to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

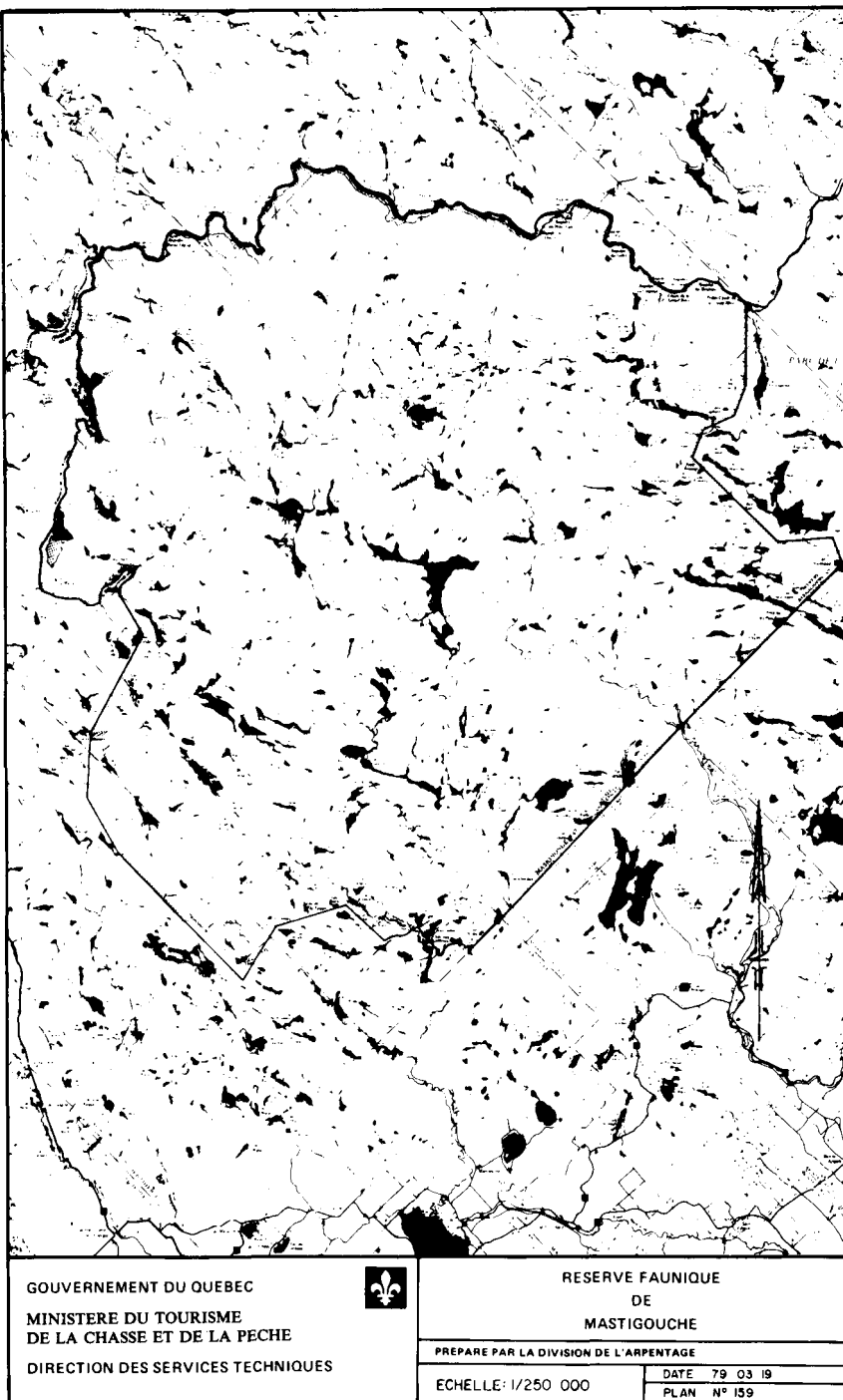
**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$, per person per day for all species of fish.



- 6.** A person may not be in possession of a hunting implement unless he holds a travel permit or a right of access permitting him to hunt in the wildlife sanctuary.
- 7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.
- 8.** Section 6 does not apply to conservation officers acting in the performance of their duties.
- 9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).
- 10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.
- 11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.
- 12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.
- 13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.
- 14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.
- 15.** Within the wildlife sanctuary a person may not :
- (a) fell or mutilate trees or underbush without a wood-cutting permit ;
  - (b) deface or deform natural formations such as rock formations ;
  - (c) throw waste or litter elsewhere than in places provided for this purpose ;
- (d) damage or break buildings or furnishings.
- 16.** Dogs are not permitted in the wildlife sanctuary except when confined within a vehicle crossing the sanctuary.
- 17.** The use of a motorcycle or "all terrain" vehicle is permitted only for the purposes of transportation to and from the area where the activity is taking place and for which a right of access has been issued.
- 18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.
- 19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.
- 20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snowshoeing is permitted only in designated areas specified for this purpose.
- 21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.
- 22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.
- 23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.
- 24.** Every person holding a right of access for group camping is permitted to fish, at no additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.
- 25.** All fishing and hunting catches must be shown for purposes of counting and weighing.
- 26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.
- 27.** A person who contravenes any provision of this Regulation, the Wildlife Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

**SCHEDULE A**  
(s. 1)



O.C. 2048-80, (1980) 112 G.O.II, 3799 and 4227

O.C. 2049-80, (1980) 112 G.O.II, 3803



c. C-61, r.67

## Regulation respecting the Matane Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section is established as a wildlife sanctuary known as the "Matane Wildlife Sanctuary" :

A territory situated in the County Municipality of Matane, in the townships of : Joffre, Dunière, Boutet, Leclercq, Cherbourg, Dalibaire, Romieu, Faribault, Saint-Denis, Tessier, Cuq, LaGrange, covering an area of one thousand two hundred and eighty-four square kilometres (1 284 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the northern corner of Lot 51 of Range X of the township of Cherbourg, thence the following lines and boundaries ; southeasterly, the northeastern boundary of Lot 51 of Range X of the said township ; northeasterly, the northwest boundary of Range XI of the township of Cherbourg ; southeasterly, the northeastern boundary of Lot 51 of Ranges XI and XII of the said township ; northeasterly, the northwestern boundary of the township of Leclercq ; southeasterly, the northeastern boundary of the township of Leclercq until it meets the line which is parallel to and sixty and thirty-five hundredths metres (60,35 m) from the north of the left bank of the Isabelle River ; northeasterly, the said parallel line and its extension to the intersection with a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the east of the right bank of the Cap-Chat River ; northeasterly, the said parallel line to its junction with the left bank of Ouellet Creek ; southeasterly, the said bank to the line dividing the townships of Romieu and Faribault ; southwesterly, the said line until it meets a straight line parallel to and running sixty and thirty-five hundredths metres (60,35 m) west of the left bank of the eastern arm of the Ouellet Ouest Creek ; southeasterly, the said boundary to a point whose U.T.M. coordinates are : 5 417 750 m N, 670 700 m E ; thence easterly, a straight line to a point whose U.T.M. coordinates are : 5 417 750 m N, 672 150 m E ; thence southeasterly, a straight line to a point whose U.T.M.

coordinates are : 5 416 000 m N, 672 700 m E ; easterly and then southeasterly, a broken line whose apex coordinates are : 5 416 625 m N and 684 700 m E, 5 414 275 m N and 686 700 m E, the last point situated on the northwestern boundary of Block A in the township of Faribault ; southwesterly, the northwestern boundary of Block A in the said township, southeasterly, the northeastern boundary of the township of Joffre ; southwesterly, the southeastern boundary of the township of Joffre to the northern corner of Bloc A in the township of Dunière (Lebouthillier 1914, C. 25/5) ; southerly, the eastern boundary of Block A in the township of Dunière to the height of land line established by the surveyor Giroux 1920, township 41 ; southwesterly and then northwesterly, the said height line established by surveyor Giroux 1920, township 41, to the left bank of À La Truite River ; southwesterly, the said bank to the height of land line established by the surveyor Fafard in 1928 ; southeasterly, southwesterly and then northwesterly, the height of land line established by the surveyor Fafard in 1928 (C.R. 100) to a point whose coordinates are : 5 381 350 m N and 645 800 m E ; southwesterly, a broken line whose apex coordinates are: 5 381 250 m N and 645 760 m E, 5 381 150 m N and 643 300 m E, 5 380 000 m N and 641 500 m E, 5 380 960 m N and 640 670 m E, this last point being situated on the southeastern boundary of the township of Cuq ; southwesterly, then northwesterly, the southeastern and southwestern boundaries of the township of Cuq ; northeasterly, the northwestern boundary of the township of Cuq, to the southwestern boundary of Lot 22 of Range XIV of the township of Tessier ; northwesterly, the southwestern boundary of Lot 22 of Range XIV ; northeasterly, the northwestern boundary of Range XIV ; northwesterly, the northeastern boundary of the township of Tessier to the northwestern boundary of the right of way of the Range XIV Road in the township of Saint-Denis ; northeasterly, the said boundary to the southwestern boundary of Lot 27 of Range XIII ; northwesterly, the said boundary ; northeasterly, the northwestern boundary of Range XIII ; southeasterly, the southwestern boundary of the township of Cherbourg to the northwestern boundary of Range XI ; northeasterly, the said boundary to the southwestern boundary of Lot 10 of Range X ; northwesterly, the said boundary ; northeasterly, the northwestern boundary of Range X back to the starting point.

## DIVISION II REGULATION

- 2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.
- 3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.
- 4.** A person must hold a right of access in order to stay in a cottage or lodge.
- 5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish, except for the atlantic anadromous salmon.
- 6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.
- 7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.
- 8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.
- 9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).
- 10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.
- 11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.
- 12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.
- 13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.
- 14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.
- 15.** Within the wildlife sanctuary a person may not :
  - (a) fell or mutilate trees or underbush without a wood-cutting permit ;
  - (b) deface or deform natural formations such as rock formations ;
  - (c) throw waste of litter elsewhere than in places provided for this purpose ;
  - (d) damage or break buildings or furnishings.
- 16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.
- 17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.
- 18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.
- 19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.
- 20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.
- 21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.
- 22.** In the wildlife sanctuary, camping and camp-fires are permitted only in areas designated for this purpose.
- 23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

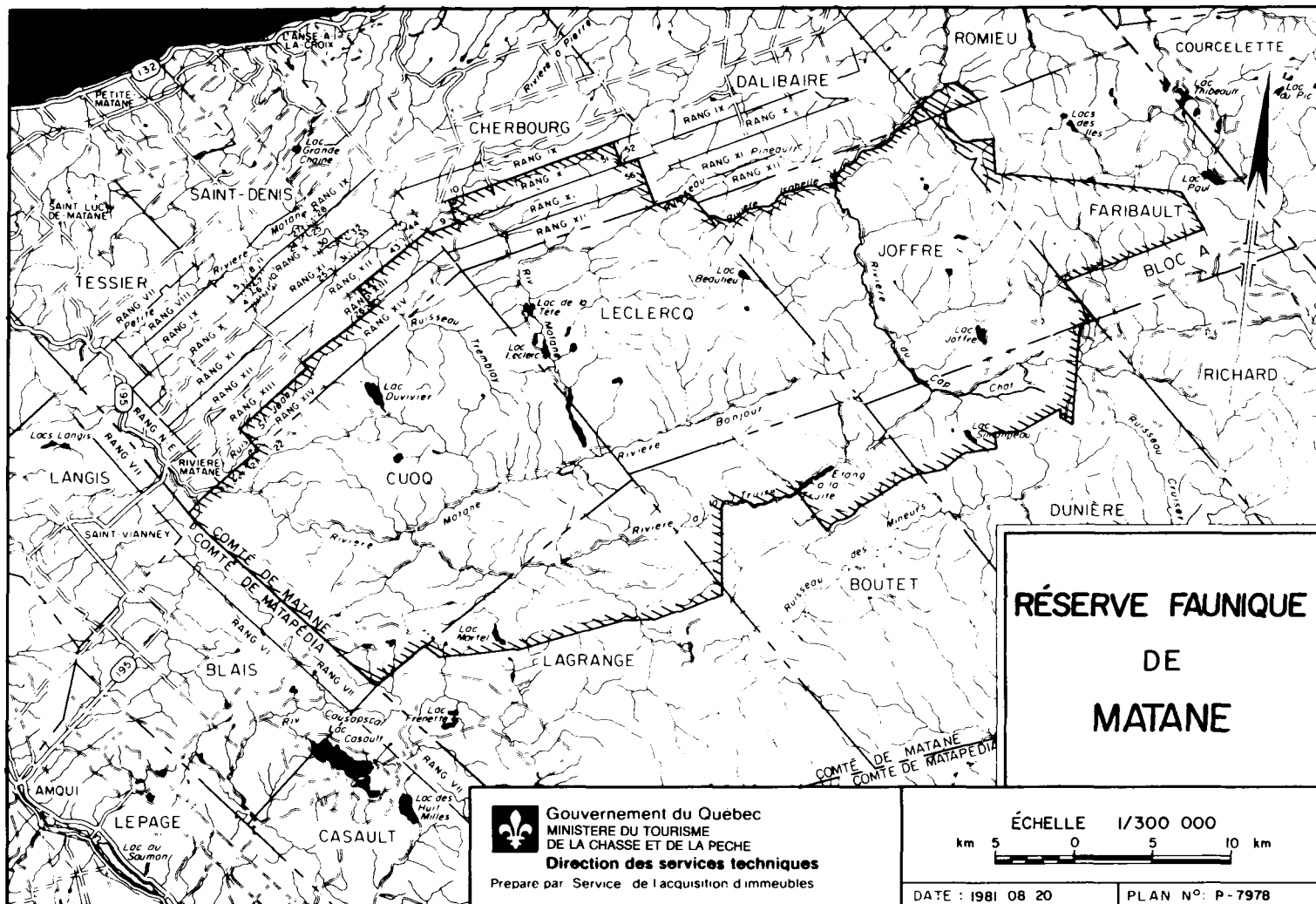
**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

# SCHEDULE A (s. 1)



O.C. 2050-80, (1980) 112 G.O.II, 3807 and 4227  
O.C. 2051-80, (1980) 112 G.O.II, 3811  
O.C. 3196-81, (1981) 113 G.O.II, 3582



c. C-61, r.68

## Regulation respecting the Mont Saint-Bruno Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

1. The following territory, whose plan appears in Schedule A hereto, constitutes the Mont Saint-Bruno Fish and Game Reserve :

A territory containing 2 153,4 acres situated in part in the parish of Saint-Bruno and Sainte-Julie, whose boundaries are described as follows :

Commencing at a point situated on the eastern limit of lot 301 of the *rang des vingt* of the cadastre of the parish of Saint-Bruno ; thence, the following boundary lines ; southwesterly, the southeast line of lots 301, 302, 303, 304 ; northwesterly, the southwest line of lot 304, southwesterly, part of the southeast line of lots 171 and 171-62 ; northwesterly, part of the southwest line of lot 171, a distance of 480 feet ; southwesterly, a line traversing lot 241, *rang des douze* ; northwesterly, part of the southwest line of lot 241, a distance of 260,2 feet ; southwesterly, a line traversing lots 239, 238A and 238 ; southeasterly, part of the northeast line of lot 237, a distance of 96 feet ; southwesterly, a line traversing lots 237 and 236 ; northwesterly, part of the northeast line of lot 235 ; southwesterly, the northwest line of lot 235 ; southeasterly, the southwest line of lot 235, a distance of 365 feet ; southwesterly, the northwest line of lot 234 ; southeasterly, part of the northeast line of 497, a distance of 699,5 feet ; southwesterly, the southeast line of lot 497, a distance of 189,3 feet ; northwesterly, part of the southwest line of lot 497 ; southwesterly, part of the southeast line of lots 497 and 497-1 ; northwesterly, the southwest line of lot 497 ; northeasterly and northwesterly, part of the southeast and northeast lines of lot 496 ; northeasterly, the southeast line of lot 172-12, S-E side of the la Rabastalière concession ; northwesterly, the northeast line of lot 171-50 ; westerly, the north line of lot 171-50 ; northwesterly, part of the southwest line of lots 171-78 and 167 ; southwesterly, the southeast line of lots 162 and 163 ; S-W side of the la Rabastalière concession ; northwesterly, the northeast line of lot 161-1 ; southwesterly, northwesterly and northeasterly, the southeast and southwest lines and part of the north-

west line of lot 499 ; northwesterly, part of the southwest line of lot 71 of *rang des vingt-cinq* ; southwesterly, the northwest line of the public road right of way traversing lots 72 and 73 ; northwesterly, the southwest line of lot 73, northeasterly, part of the southeast line of lot 3 of the *rang du grand coteau et de la savane* ; northwesterly, a line traversing lot 3 up to the southeast line of the parish of Sainte-Famille de Boucherville ; northeasterly, part of the said line of the parish of Sainte-Famille de Boucherville, a distance of 2 798 feet ; southeasterly, a line traversing lot 3 up to the northwest line of lot 68 ; northeasterly, the northwest line of lot 68 ; northwesterly, part of the southwest line of lot 2, a distance of 1300 feet ; northeasterly, a line traversing part of lot 2, a distance of 2 223 feet ; southeasterly, a line traversing part of lot 2 and lot 1 up to the south line of the public road right of way (*rang des vingt-cinq*) ; northeasterly, the southeast line of the public road right of way (*Rang des vingt-cinq*) ; southeasterly, part of the northeast line of lot 34, *rang des vingt-cinq* up to a point situated 1 441,62 feet from the northwest line of lot 171 ; northeasterly, a line traversing lots 33 and 32 ; southeasterly, part of the northeast line of lot 32 ; northeasterly, a line traversing lots 31, 30, 29, 28, 27, 26, 25, 24, 23, 22, 21, 20, 19 ; northeasterly, the northwest line of lot 18 ; southeasterly, part of the northeast line of lot 18 of the cadastre of the parish of Saint-Bruno ; easterly, the north line of lots 86-1, 87-1, 88-1, 89-1, 91-1, of the cadastre of the parish of Sainte-Julie ; northwesterly, easterly, and southeasterly, the southwest, north and northeast lines of lot 92 ; easterly, the north line of lots P.94, P.95, and P.97 ; southeasterly, the northeast line of lots P.100 and P.101 ; southerly, the east line of lot 101 ; southwesterly, the southeast line of lots P.100, P.97, P.95 ; southeasterly, southerly and southwesterly, the northeast, east and southeast line of lot 171-A of the cadastre of the parish of Saint-Bruno ; southeasterly, the northeast line of lots 171-59, P.171, 302 and 301 up to the point of commencement.

Except and to withdraw from the *rang des vingt-cinq* public road, lots 171-8, 171-9, 171-10, 171-14, 171-13-1, 171-14-1, 171-56, 171-21, 171-28-1, 171-29-1, 171-28-3, 171-29-3, 171-37, 171-43, 171-57, 171-52, 171-51, 171-53, 171-2-2, 171-1-4, 171-1-3, 171-2-1, 171-54, 171-1-2, 171-1-1, 171-42, 171-46, 171-47, 171-3-1, 171-3-2, 171-4-1, 171-55.

## **DIVISION II REGULATION**

**2.** The use of mopeds, motorcycles, snowmobiles and all terrain vehicles is prohibited within the boundaries of the reserve.

**3.** The use of service vehicles, delivery vehicles, taxis and buses is, however, permitted within the boundaries of the reserve, as well as the use of pleasure vehicles to the following persons :

(a) the owners of an immoveable and the residents of dwellings situated within the boundaries of the reserve and their guests ;

(b) the employees of the Communication Tower situated on the road leading to Lac des Bouleaux, for the purpose of going to work ;

(c) the employees of the Ministère du Loisir, de la Chasse et de la Pêche in the exercise of their duties.

**4.** The application of section 3 is, however, subject to the obtainment, by their users, of the right of access available at the reception station.

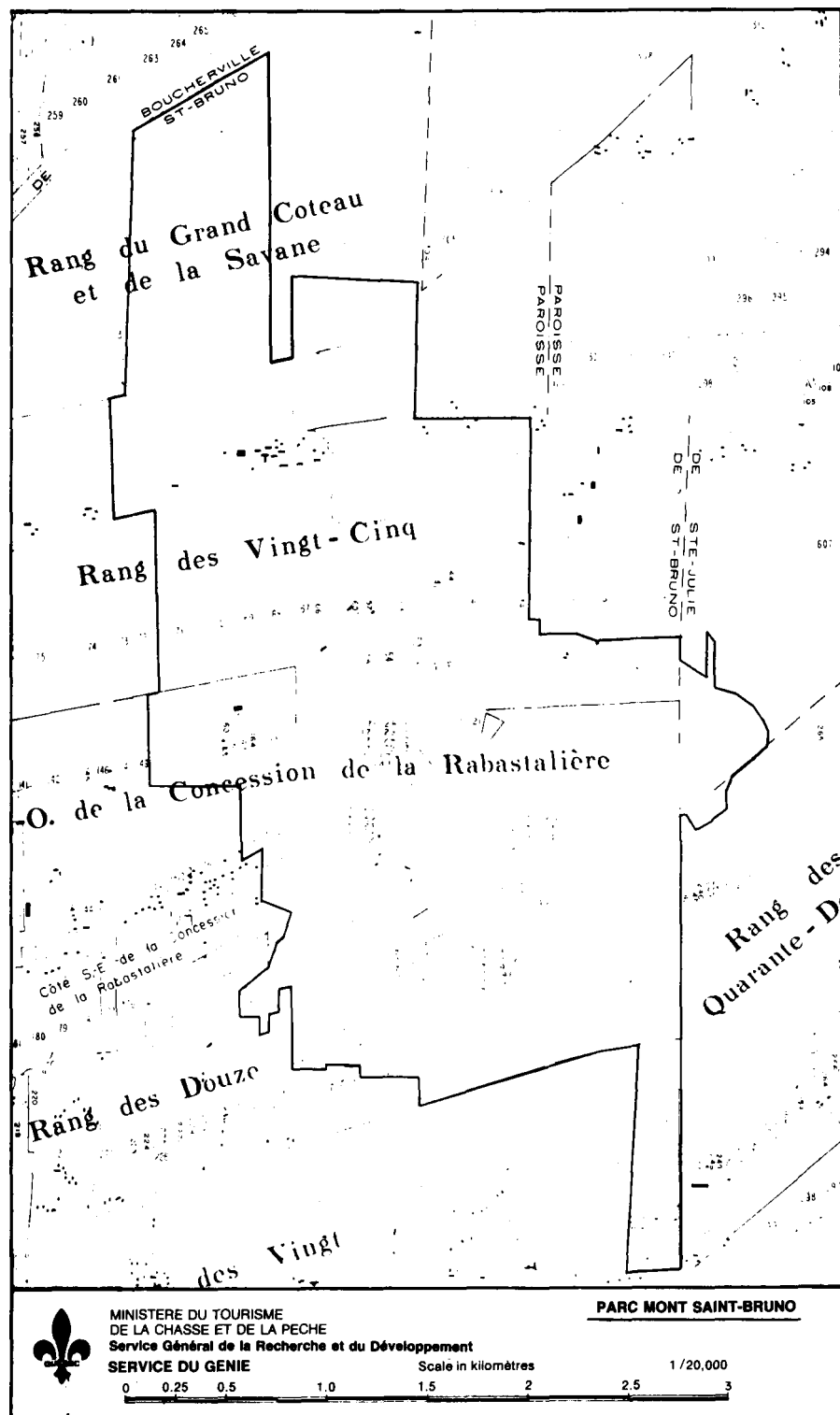
**5.** Hunting is prohibited within the boundaries of the reserve.

**6.** The carrying of arms is prohibited within the boundaries of the reserve.

Section 6 shall not, however, apply to peace officers in the exercise of their duties.



**SCHEDULE A**  
(s. 1)



O.C. 3785-75, (1975) 107 O.G.II, 4791

O.C. 3786-75, (1975) 107 O.G.II, 4797



c. C-61, r.69

## Regulation respecting the Papineau-Labelle Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section is established as a wildlife sanctuary known as the "Papineau-Labelle Wildlife Sanctuary" :

A territory situated in the townships of Montigny, Rivard, Lesage, La Minerve, McGill, Rocheblave, Gagnon, Labelle, Preston, Addington, Wells, Papineau, Villeneuve, Lathbury, Derry and Mulgrave situated in the county municipalities of Papineau and Labelle, covering an area of one thousand six hundred and sixty-seven square kilometres (1667 km<sup>2</sup>), and whose perimeter may be described as follows :

Starting from a point situated at the intersection of the division line of the townships of Lathbury and Mulgrave and at the western limit of the township of Hartwell ; thence southwesterly, following the division line of the townships of Lathbury and Mulgrave to the division line of lots 44 and 45 of Range IX of the township of Mulgrave ; thence southerly, following the said division line of the lots to the southern limit of Range IX ; thence southeasterly, following the southern limit of the said range to a line parallel to and sixty and thirty-five hundredths metres (60,35 m) west of the western shore of lac Vert ; thence, southeasterly and southerly following the said limit to the northern limit of Range VII ; thence southwesterly, following the northern limit of Range VII to the division line of lots 36 and 37 of Range VII, skirting to the north lac Saint-Sixte and to the south the lakes situated on lots 44, 43 and 38 of Ranges VII and VIII following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the south shores of the said lakes ; thence, northwesterly, following the division line of lots 36 and 37 of Range VIII for eight hundred and four and sixty-seven hundredths metres (804,67 m) ; thence, southwesterly, following a line parallel to and eight hundred and four and sixty-seven hundredths metres (804,67 m) from the division line of Ranges VII and VIII to the division line of lots 35 and 34 of Range VIII ; thence southeasterly, following the

division line of lots 35 and 34 of the said Range to the division line of Ranges VII and VIII ; thence southwesterly, following the division line of the said Ranges to the division line of lots 18 and 19 of Range VIII skirting to the south the lake situated on lot 34 of Range VIII and to the north lac à la Truite following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the shores of the said lakes ; thence northerly, following the division line of lots 18 and 19 of Range VIII to the intersection with a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) east of the east shore of lac Lady ; thence northerly, westerly, and southerly, following the said limit to the division line of Ranges VIII and IX ; thence westerly, following the said division line of the ranges to the division line of lots 5 and 6 of Range VIII ; thence, southerly, following the division line of lots 5 and 6 to the division line of Ranges VII and VIII ; thence easterly, following the said division line of the ranges to the division line of lots 7 and 8 of Ranges VII ; thence southerly, following the division line of lots 7 and 8 of Range VII to the division line of Ranges VI and VII ; thence westerly, following the division line of Ranges VI and VII to the division line of the townships of Derry and Mulgrave ; thence southerly, following the division line of the townships of Derry and Mulgrave to the division line of Ranges V and VI of the township of Derry ; thence westerly, following the division line of Ranges V and VI to the division line of lots 15 and 16 of Range VI ; thence northerly, following the division line of lots 15 and 16 of the said range for a distance of eight hundred and four and sixty-seven hundredths metres (804,67 m) ; thence westerly, following a line parallel to and eight hundred and four and sixty-seven hundredths metres (804,67 m) from the division line of Ranges V and VI to the division line of lots 13 and 14 ; thence northerly, following the division line of lots 13 and 14 to the division line of Ranges VI and VII ; thence westerly, following the division line of Ranges VI and VII to the division line of lots 12 and 13 ; thence southerly, following the division line of lots 12 and 13 to the division line of Ranges V and VI ; skirting lac Noir to the west, thence westerly, following the division line of Ranges V and VI to the division line of the townships of Portland and Derry, skirting to the south the lake found there ; thence northwesterly, following the division line of the townships of Portland and Derry to the division line of the townships of Portland and Villeneuve skirting lac Castor to the west and lac Jack to the east ; thence southwesterly, following the division line of the townships of Portland and Villeneuve to the division line of lots 13 and 14 of Range I of the township of Villeneuve ; thence

northerly, following the division line of lots 13 and 14 to the division line of Ranges I and II; thence westerly, following the division line of Ranges I and II to the division line of lots 14 and 15 of Range II; thence northerly, following the division line of lots 14 and 15 of Ranges II, III, IV, V, VI and VII to the division line of Ranges VII and VIII; thence easterly, following the division line of Ranges VII and VIII to the division line of lots 10 and 11 of Range VIII; thence northerly, following the division line of lots 10 and 11 of Ranges VIII and IX to the division line of the townships of Villeneuve and Wells; thence easterly, following the division line of the townships of Villeneuve and Wells to the division line of Ranges V and VI of the township of Wells; thence northerly, following the said limit to a line parallel to and sixty and thirty-five hundredths metres (60,35 m) north of the right bank of rivière du Sourd, skirting lac Dorothée to the west for a distance of sixty and thirty-five hundredths metres (60,35 m); thence, in a general northeasterly and southeasterly direction, following the said line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the right of rivière du Sourd to the division line of the townships of Wells and Papineau; thence northerly, following the said division line of the townships to the division line of lots 31 and 32 of Range IX of the township of Wells; thence easterly, for a distance of two and eleven thousandths kilometres (2,011 km); thence northerly, two and eleven thousandths kilometres (2,011 km); thence westerly, two and eleven thousandths kilometres (2,011 km) to the division line of the townships of Wells and Papineau, skirting to the north lac MacMallan; thence northerly, following the division line of the townships of Wells and Papineau to the division line of lots 44 and 45 of Range IX of the township of Wells; thence westerly, following the division line of lots 44 and 45 to a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) east of the east shore of lac Earhart; thence in a general northwesterly direction, following a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) from the east and north shore of lac Earhart to the effluent of lac Breslon; thence in a general northwesterly direction, following the right shore of the effluent of lac Breslon to the rear line of Range B of the township of McGill; thence easterly, northerly and westerly, following the rear line of lot 49 of Range B to the effluent of lac Serpent; thence northwesterly, following the left bank of the said effluent of lac Serpent to the eastern limit of Range IX of the township of McGill; thence northerly, following the eastern limit of Range IX to the eastern limit of lot I of Range D (road); thence northerly, following the rear line of Range D to the eastern limit of block A; thence northerly, following the eastern limit of block A; thence westerly, following the northern limit of the said block to the intersection with the left shore of the effluent

of lac Corbeau; thence northwesterly, following the northeast shore of the said effluent of lac Corbeau to the intersection with the southern limit of lot I of Range C (road); thence in a general easterly, northerly and westerly direction, following the rear line of the said lot I, the road to the northwestern limit of the right-of-way of the main road from Notre-Dame-Du-Laus that goes toward lac Trottier; thence northeasterly, following the said limit to the division line of the townships of McGill and Dudley; thence easterly, following the southern limit of the township of Dudley to the eastern limit of the township of Dudley; thence northerly, following the division line of the townships of Dudley and Rivard to the intersection with the southeast right-of-way of the road from lac Mitchell to the south of lac Bonin; thence in a general northeasterly direction, following the said right-of-way to the intersection of the west right-of-way of Kiamika Road, lac Kar-Ha-Kon; thence in a general southerly direction, following the said right-of-way to the intersection with the extension of the south right-of-way of the road to lac Ruisselet; thence in a general northeasterly direction, following the said right-of-way to the intersection with the west shore of lac Pimodan; thence in a general southerly, easterly and northerly direction, following the said shore of lac Pimodan to the intersection with the division line of the townships of Kiamika and Rivard; thence easterly, following the division line of the said townships to the shore of lac Pimodan; thence in a general southerly and southeasterly direction, following the west and south shore of lac Pimodan, the south shore of the effluent of lac Chéry, the south shore of lac Chéry, the south shore of the effluent of lac Rivard, the south shore of lac Rivard to the intersection with the division line of the townships of Rivard and Montigny; thence southerly and easterly, following the said division line of the townships of Rivard, Montigny and Lesage and Montigny to the division line of Range VII and VIII of the township of Montigny; thence northerly, following the said division line to the southwest shore of lac Bondy skirting to the east the shores of lacs Rolleau and Hull; thence in a general southeasterly, easterly, and northwesterly direction, following the shore of lac Bondy to the limit of Range VII and the southern range, Chapleau road; thence easterly, following the said division line to the division line of lots 35 and 36 of the southern range, Chapleau Road; thence northerly, following the said division line to the southwestern limit of the right-of-way of the Kiamika-Nominingue Road, skirting the east shore of lac des Zouaves; thence following the limit of the southwestern right-of-way of the said road to the eastern limit of lot 26 of the southern range, Chapleau Road, of the township of Montigny; thence southerly, following the eastern limit of lot 26 of the said range; thence easterly, following the northern limit of lot 24 of the said range to the western limit of Range III; thence northerly,

following the western limit of Range III to the northern limit of lot 30 of Range III ; thence easterly, following the said limit ; thence southerly, following the division line of Ranges II and III to the division line of lots 37 and 38 of Range II ; thence easterly, following the said limit to lac Bruchési ; thence in a general southeasterly direction, following the west shore of lac Bruchési to the division line of lots 48 and 49 of Range I of the township of Montigny ; thence easterly, following the said division line of lots 48 and 49 of Range I ; thence southerly, following the division line of the townships of Montigny and Loranger to the northern limit of the township of Lesage ; thence westerly, following the northern limit of the said township to the division line of Ranges III and IV of the township of Lesage ; thence southerly, following the said division line of Ranges III and IV to the division line of lots 33 and 34 of Range III skirting to the west the lake found there ; thence easterly, following the division line of lots 33 and 34 of Range III to the west shore of lac du Crochet ; thence in a general southerly, easterly and northerly direction, following the shore of lac du Crochet to its northern extremity ; thence northerly, up to the division line of the townships of Lesage and Loranger ; thence easterly, following the division line of the townships of Lesage and Loranger to the division line of the townships of Lesage and La Minerve ; thence southerly, following the said limit to the west shore of lac La Minerve ; thence southerly, following the west shore of the said lake and the rear line of the seasonal resort lots of lac La Minerve and lac aux Castors to the meeting with a line parallel to and sixty and thirty-five hundredths metres (60,35 m) east of the eastern limit of the lac aux Castors Road ; thence southerly, following the said limit to the division line of lots 26 and 27 of Range I of the township of Gagnon ; thence easterly, following the said limit ; thence northerly, following the division line of the townships of Labelle and Gagnon to the southern limit of lot 21 of Range XI of the township of Labelle skirting lac Lalonde to the east ; thence easterly, following the southern limit of lot 21 of Range XI ; thence northerly, following the eastern limit of Range XI ; thence westerly, following the township line of Labelle and La Minerve to the eastern limit of Range X of the township of La Minerve ; thence northerly, following the said limit to the division line of lots 3 and 4 of Range IX ; thence easterly, following the division line of lots 3 and 4 of Range IX ; thence southerly following the division line of Ranges IX and VIII skirting lac Bourget to the east to the division line of the townships of La Minerve and Labelle ; thence easterly, following the said division line to the division line of Ranges VIII and IX of the township of Labelle skirting lac Malin to the south ; thence southerly, following the division line of Ranges VIII and IX skirting lac Chapleau to the west to the division line of lots 35 and 36 of Range VIII ; thence easterly, following the said division line to

the west shore of lac Des Mauves ; thence northeasterly and easterly following the said shore to the meeting with the southern limit of lot 37 of Range VI ; thence easterly, following the said limit to the division line of Ranges VI and V ; thence southerly, following the said division line to the rear line of the seasonal resort lots of lac Richardson ; thence following the rear line of the seasonal resort lots of lac Richardson skirting the lac to the west to a line parallel to and sixty and thirty-five hundredths metres (60,35 m) east of the right-of-way of lac Des Mauves road ; thence southeasterly, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) east of the eastern right-of-way of the road leading to lac de la Sucrierie ; thence westerly, following the rear line of the seasonal resort lots of lac de la Sucrierie to the division line of the counties of Labelle and Papineau ; thence southerly, following the division line of lots 30 and 31 of Range IX of the township of Addington, to the division line of Ranges VIII and IX ; thence westerly, following the division line of Ranges VIII and IX to the southeastern limit of the right-of-way of lac Marie-Lefranc road ; thence southwesterly, following the said limit of the said road to the intersection with a line parallel to and sixty and thirty-five hundredths metres (60,35 m) west of the western limit of the right-of-way of lac Preston road ; thence northwesterly, following the said line parallel to and sixty and thirty-five hundredths metres (60,35 m) from the limit of the western right-of-way of lac Preston road to lac Preston ; thence northwesterly, following the west shore of lac Preston to the northern limit of lot 44 of Range III of the township of Preston, thence westerly, following the northern limit of lot 44 and Range III and Range IV to the eastern limit of Range D of the township of Preston ; thence in a general northerly direction, following the eastern limit of the said range and the eastern limit of Ranges D and F of the township of Gagnon to the southern limit of lot 10 of Range III ; thence westerly, following the said limit of lot 10 of Ranges III and IV to the western limit of Range E ; thence in a general southwesterly direction, following the said limit of Ranges E and B to the left bank of ruisseau Ernest ; thence northwesterly, following the said bank to the meeting with the left bank of the effluent of lac Clais to a line parallel to and 60,35 metres east of the eastern right-of-way of the road passing east of lac du Diable ; thence southwesterly, following the said limit to the division line of the townships of Preston and Papineau ; thence southerly, following the division line of the townships of Papineau and Lathbury on one side and the townships of Preston and Hartwell on the other, to the starting point, skirting lac du Chevreuil to the west and the other lakes to the east, following a line parallel to and 60,35 metres from the shores of the lakes found there.

## **DIVISION II REGULATION**

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat, or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

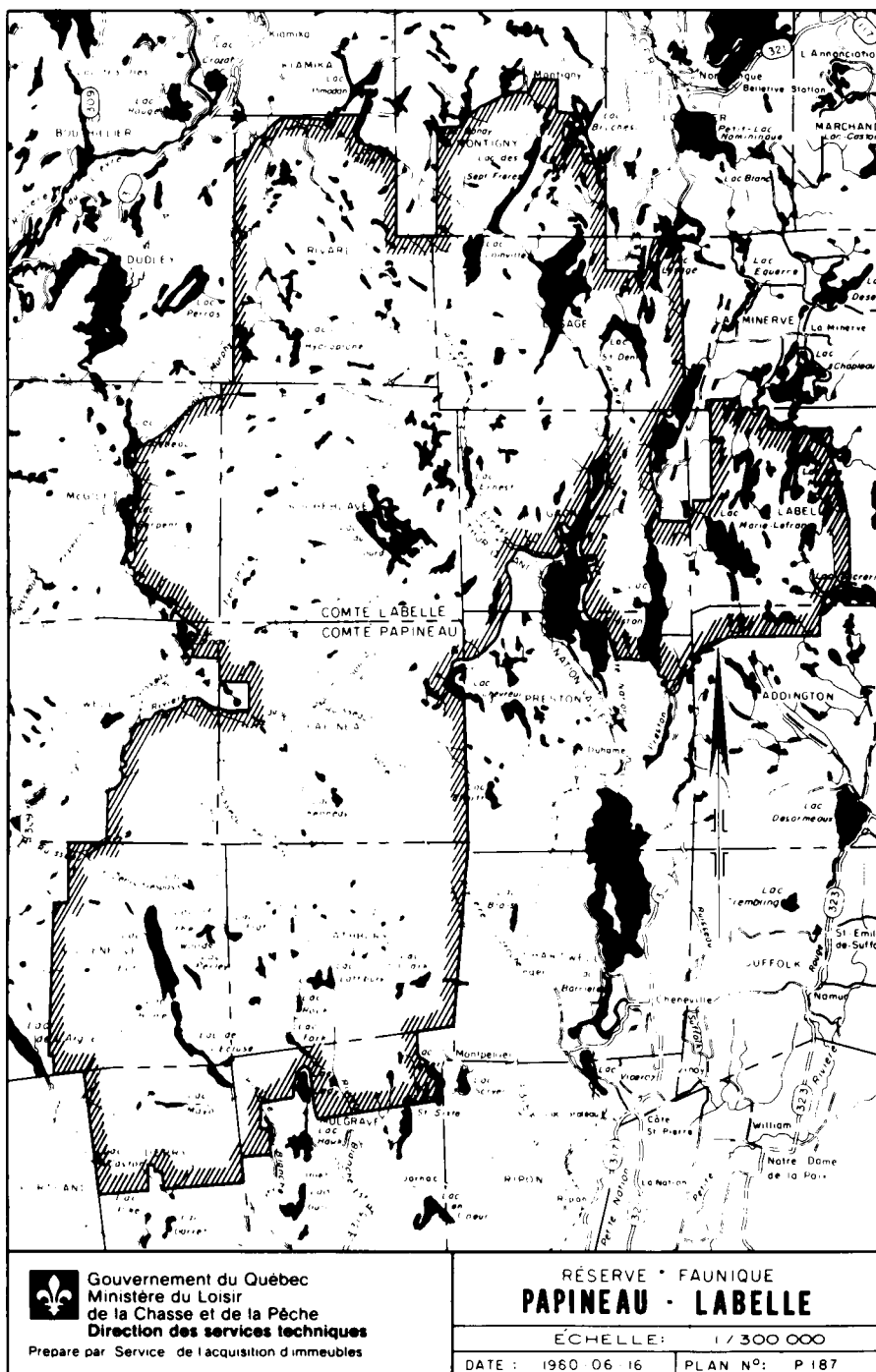
**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

(s. 1)



O.C. 2712-80, (1980) 112 G.O.II, 4065



c. C-61, r. 70

## Regulation respecting the Mauricie National Park Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The Mauricie National Park Reserve, whose plan appears in Schedule A hereto, may be described as follows :

Starting from a point at the southwest extremity of the proposed region of the park, the coordinates of which are 5 167 750 m.N. and 653 000 m.E. ; thence, in a straight line northeasterly about 1,45 miles to a point the coordinates of which are 5 169 900 m.N. and 653 900 m.E. ; thence in a straight line northerly about 1,15 miles to a point the coordinates of which are 5 171 700 m.N. and 653 800 m.E. ; thence, a straight line northwesterly about 3,9 miles to a point the coordinates of which are 5 177 600 m.N. and 651 600 m.E. ; thence, in a straight line northeasterly about 1,15 miles to a point the coordinates of which are 5 178 700 m.N. and 653 100 m.E. ; thence, in a straight line southeasterly about 3,4 miles to a point the coordinates of which are 5 177 400 m.N. and 658 300 m.E. ; thence, in a straight line southeasterly about 1,1 miles to a point the coordinates of which are 5 176 200 m.N. and 659 700 m.E. ; thence, in a straight line southeasterly about 3,7 miles to its meeting with the northwest lateral of lot 62 of Range 1 or Saint-Anatole of the seignior of Cap-de-la-Madeleine ; thence, northeasterly, the said northwest lateral of lot 62 to the northwest extremity of lot 62 to the northwest extremity of the southwest boundary of block H ; thence, the said southwest boundary of block H and its extension to its intersection with the dividing line between lots 583 and 582 ; thence, in a straight line southerly to its intersection with the dividing line between lots 582 and 581 of Range I or Saint-Anatole of the seignior of Cap-de-la-Madeleine ; thence, the said dividing line between lots 581 and 582 for about 0,47 mile ; thence, in a straight line southeasterly and parallel to the line separating the seignior of Cap-de-la-Madeleine from Caxton township to its meeting with the dividing line between lots 575 and 576 of Range I or Saint-Anatole of the seignior of Cap-de-la-Madeleine ; thence, northeasterly, the said dividing line between lots 575 and 576 to the dividing line between Ranges I and II of the said seignior ;

thence, following the said dividing line between Ranges I and II to its intersection with lots 504 and 505 of Range II or Saint-Ubalde ; thence, following the dividing line between lots 504 and 505 of Range II to its intersection with the dividing line between Ranges II and III ; thence, northwesterly, the line separating Ranges II and A from Range III or Saint-Théophile to the south corner of lot 498 of Range B ; thence following the front of Range B to the east corner of lot 493 of such range ; thence, northwesterly, the dividing line between Range B and Range IV or Saint-Alexandre, to the south corner of lot 407 of Range C ; thence, the front of Range C to its intersection with the dividing line between Ranges C and V or Saint-Olivier ; thence, northwesterly, the dividing line between Ranges C and V or Saint-Olivier, to the south corner of lot 401 of Range D ; thence, following the front of Range D to its intersection with the dividing line between Ranges D and VI or Saint-Adolphe ; thence, the dividing line between lots 316 and 317 of Range VI or Saint-Adolphe to the south point of lot 308 of Range F ; thence, northeasterly, the front of Range F to the line separating the seignior of Cap-de-la-Madeleine from the township of Radnor ; thence northwesterly the said line separating the seignior of Cap-de-la-Madeleine from the township of Radnor to the dividing line between lots 150 and 151 of Range I west Saint-Maurice river from the township of Radnor ; thence, northeasterly, the dividing line between lots 150 and 151 to its intersection with the dividing line between Ranges I and II west Saint-Maurice river, thence southeasterly, the said dividing line between Ranges I and II west Saint-Maurice river to the south corner of lot 171 of Range II west Saint-Maurice river ; thence, the dividing line between lots 142 and 171 of Ranges I and II west Saint-Maurice river to the altered high-water mark of the Saint-Maurice river ; thence, northerly and northwesterly following the altered high-water mark of the Saint-Maurice river to a point whose coordinates are 5 179 400 m.N. and 669 100 m.E. (No. 1) ; thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 179 600 m.N. and 668 400 m.E. (No. 2) ; thence, following the altered high-water mark, northwesterly for a distance of one-half mile more or less, to a point the coordinates of which are 5 180 200 m.N. and 668 250 m.E. (No. 3) ; thence, the altered high-water mark northwesterly for one-half mile more or less to a point the coordinates of which are 5 181 000 m.N. and 668 000 m.E. (No. 4) ; thence, following the altered high-water mark line northwesterly for one-half mile more or less, to a point the coordinates of which are 5 181 850 m.N. and 667 900 m.E.



(No. 5) ; thence, following the altered high-water mark northeasterly for one-half mile more or less, to a point the coordinates of which are 5 182 550 m.N. and 668 050 m.E. (No. 6) ; thence, the altered high-water mark northeasterly one-half mile more or less, to a point the coordinates of which are 5 183 250 m.N. and 668 300 m.E. (No. 7) ; thence, the altered high-water mark northeasterly one-half mile more or less, to a point the coordinates of which are 5 184 000 m.N. and 668 550 m.E. (No. 8) ; thence, the altered high-water mark northeasterly one-half mile more or less, to a point the coordinates of which are 5 184 800 m.N. and 668 750 m.E. (No. 9) ; thence, following the altered high-water mark northeasterly for a distance of one-half mile more or less to a point the coordinates of which are 5 185 500 m.N. and 668 950 m.E. (No. 10) ; thence, following the altered high-water mark northeasterly for one-half mile more or less, to a point the coordinates of which are 5 186 250 m.N. and 669 200 m.E. (No. 11) ; thence, following the altered high-water mark northerly for one-half mile more or less, to a point the coordinates of which are 5 186 900 m.N. and 669 300 m.E. (No. 12) ; thence, the altered high-water mark northeasterly, one-half mile more or less, to a point the coordinates of which are 5 187 700 m.N. and 669 500 m.E. (No. 13) ; thence, following the altered high-water mark northeasterly one-half mile more or less, to a point the coordinates of which are 5 188 400 m.N. and 669 650 m.E. (No. 14) ; thence, following the altered high-water mark northeasterly for one-half mile more or less, to a point the coordinates of which are 5 188 900 m.N. and 670 100 m.E. (No. 15) ; thence, the altered high-water mark northeasterly one-half mile more or less, to a point the coordinates of which are 5 189 600 m.N. and 670 300 m.E. (No. 16) ; thence, following the altered high-water mark northwesterly for one-half mile more or less to a point the coordinates of which are 5 190 300 m.N. and 670 150 m.E. (No. 17) ; thence, following the altered high-water mark westerly for one-half mile more or less, to a point the coordinates of which are 5 190 500 m.N. and 669 400 m.E. (No. 18) ; thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 191 100 m.N. and 668 950 m.E. (No. 19) ; thence, the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 191 600 m.N. and 668 350 m.E. (No. 20) ; thence, the altered high-water mark southwesterly for one-half mile more or less, to a point the coordinates of which are 5 191 500 m.N. and 667 650 m.E. (No. 21) ; thence, the altered high-water mark southwesterly one-half mile more or less, to a point the coordinates of which are 5 191 100 m.N. and 667 000 m.E. (No. 22) ; thence, the altered high-water mark westerly one-half mile more or less, to a point the coordinates of which are 5 191 000 m.N. and 666 200 m.E. (No. 23) ;

thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 191 300 m.N. and 665 500 m.E. (No. 24) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 191 500 m.N. and 664 850 m.E. (No. 25) ; thence, the altered high-water mark westerly one-half mile more or less, to a point the coordinates of which are 5 191 400 m.N. and 663 950 m.E. (No. 26) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 191 600 m.N. and 663 200 m.E. (No. 27) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 192 200 m.N. and 662 550 m.E. (No. 28) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 192 650 m.N. and 662 000 m.E. (No. 29) ; thence, the altered high-water mark southwesterly one-half mile more or less, to a point the coordinates of which are 5 192 000 m.N. and 661 400 m.E. (No. 30) ; thence, the altered high-water mark southwesterly one-half mile more or less, to a point the coordinates of which are 5 191 700 m.N. and 660 300 m.E. (No. 31) ; thence, the altered high-water mark southwesterly one-half mile more or less, to a point the coordinates of which are 5 191 450 m.N. and 660 050 m.E. (No. 32) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 191 950 m.N. and 659 450 m.E. (No. 33) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 192 650 m.N. and 659 000 m.E. (No. 34) ; thence, the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 193 300 m.N. and 658 670 m.E. (No. 35) ; thence, following the altered high-water mark northwesterly one-half mile more or less, to a point the coordinates of which are 5 194 000 m.N. and 658 400 m.E. (No. 36) ; thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 194 600 m.N. and 657 900 m.E. (No. 37) ; thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 195 350 m.N. and 657 600 m.E. (No. 38) ; thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 196 100 m.N. and 657 500 m.E. (No. 39) ; thence, following the altered high-water mark southwesterly for one-half mile more or less, to a point the coordinates of which are 5 195 800 m.N. and 657 050 m.E. (No. 40) ; thence, following the altered high-water mark westerly for one-half mile more or less, to a point the coordinates of which are 5 195 700 m.N. and 656 550 m.E. (No. 41) ; thence, following the altered high-water mark north westerly for one-half mile more or less,

to a point the coordinates of which are 5 196 000 m.N. and 655 800 m.E. (No. 42); thence, following the altered high-water mark southwesterly for one-half mile more or less, to a point the coordinates of which are 5 195 700 m.N. and 655 050 m.E. (No. 43); thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 196 000 m.N. and 654 400 m.E. (No. 44); thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 196 300 m.N. and 653 600 m.E. (No. 45); thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 196 450 m.N. and 652 850 m.E. (No. 46); thence, following the altered high-water mark northwesterly for one-half mile more or less, to a point the coordinates of which are 5 196 550 m.N. and 652 000 m.E. (No. 47); thence, northwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 196 950 m.N. and 651 300 m.E. (No. 48); thence northwesterly along the altered high-water mark for half a mile more or less, to a point the coordinates of which are 5 197 750 m.N. and 651 050 m.E. (No. 49); thence, westerly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 197 800 m.N. and 650 200 m.E. (No. 50); thence, southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 197 700 m.N. and 649 450 m.E. (No. 51); thence southerly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 196 950 m.N. and 649 150 m.E. (No. 52); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 196 200 m.N. and 649 100 m.E. (No. 53); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 195 700 m.N. and 648 550 m.E. (No. 54); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 195 100 m.N. and 648 000 m.E. (No. 55); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 194 500 m.N. and 647 500 m.E. (No. 56); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 194 400 m.N. and 646 600 m.E. (No. 57); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 193 700 m.N. and 646 300 m.E. (No. 58); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 197 900 m.N. and 646 100 m.E. (No. 59); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point

the coordinates of which are 5 192 100 m.N. and 645 900 m.E. (No. 60); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 191 350 m.N. and 645 500 m.E. (No. 61); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 190 850 m.N. and 644 850 m.E. (No. 62); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 190 200 m.N. and 644 350 m.E. (No. 63); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 189 450 m.N. and 644 500 m.E. (No. 64); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 188 700 m.N. and 644 200 m.E. (No. 65); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 188 000 m.N. and 643 700 m.E. (No. 66); thence southwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 187 650 m.N. and 643 300 m.E. (No. 67); thence northwesterly along the altered high-water mark for half a mile, more or less, to a point the coordinates of which are 5 188 100 m.N. and 642 300 m.E. (No. 68); thence due south approximately 3,2 miles to a point the coordinates of which are 5 182 900 m.N. and 642 300 m.E.; thence due southwest approximately 1,15 miles to a point the coordinates of which are 5 181 200 m.N. and 641 700 m.E.; thence due southwest approximately 1,35 miles to a point the coordinates of which are 5 180 300 m.N. and 639 700 m.E.; thence due southwest approximately 1,10 miles to a point the coordinates of which are 5 178 700 m.N. and 639 100 m.E.; thence due southeast approximately 4,65 miles to a point the coordinates of which are 5 173 700 m.N. and 644 600 m.E.; thence due east approximately 2,05 miles to a point the coordinates of which are 5 174 100 m.N. and 647 900 m.E.; thence due southeast approximately 4 miles to a point the coordinates of which are 5 168 400 m.N. and 650 400 m.E.; thence due southeast approximately 1,65 miles to the starting point.

## **DIVISION II REGULATION**

**2.** In this Regulation, “stopover activities” means fishing, canoeing, cross-country skiing and snowshoeing, camping on sites laid out or provided for such purpose and also any excursion which requires staying in the park overnight.

**3.** No person shall hunt therein.

**4.** No person shall engage in a stopover activity therein, unless he is the holder of a park stopover permit issued for such purpose.

**5.** Such permit, a copy of which appears in Schedule B, shall be issued free of charge to every person applying therefor at the various reception stations situated at the entrance to such park, insofar as they are available for the required activity.

**6.** No person shall engage in any other activity, or stay at another place or beyond the hours indicated on the permit.

**7.** Every holder of a park stopover permit shall return the said permit to a reception station upon his departure from the park.

**8.** To be valid, the permit shall :

- (a) be issued following upon a true declaration ;
- (b) remain as originally issued ;
- (c) be used only by the holder thereof ;
- (d) be carried by the holder himself ; and
- (e) be used exclusively at the places and hours indicated on the permit.

**9.** No person shall travel outside of public roads or developments, unless he holds a park stopover permit.

**10.** All terrain vehicles, mini-motocycles and other similar vehicles are prohibited, with the exception of snowmobiles used in trails laid out for such purpose.

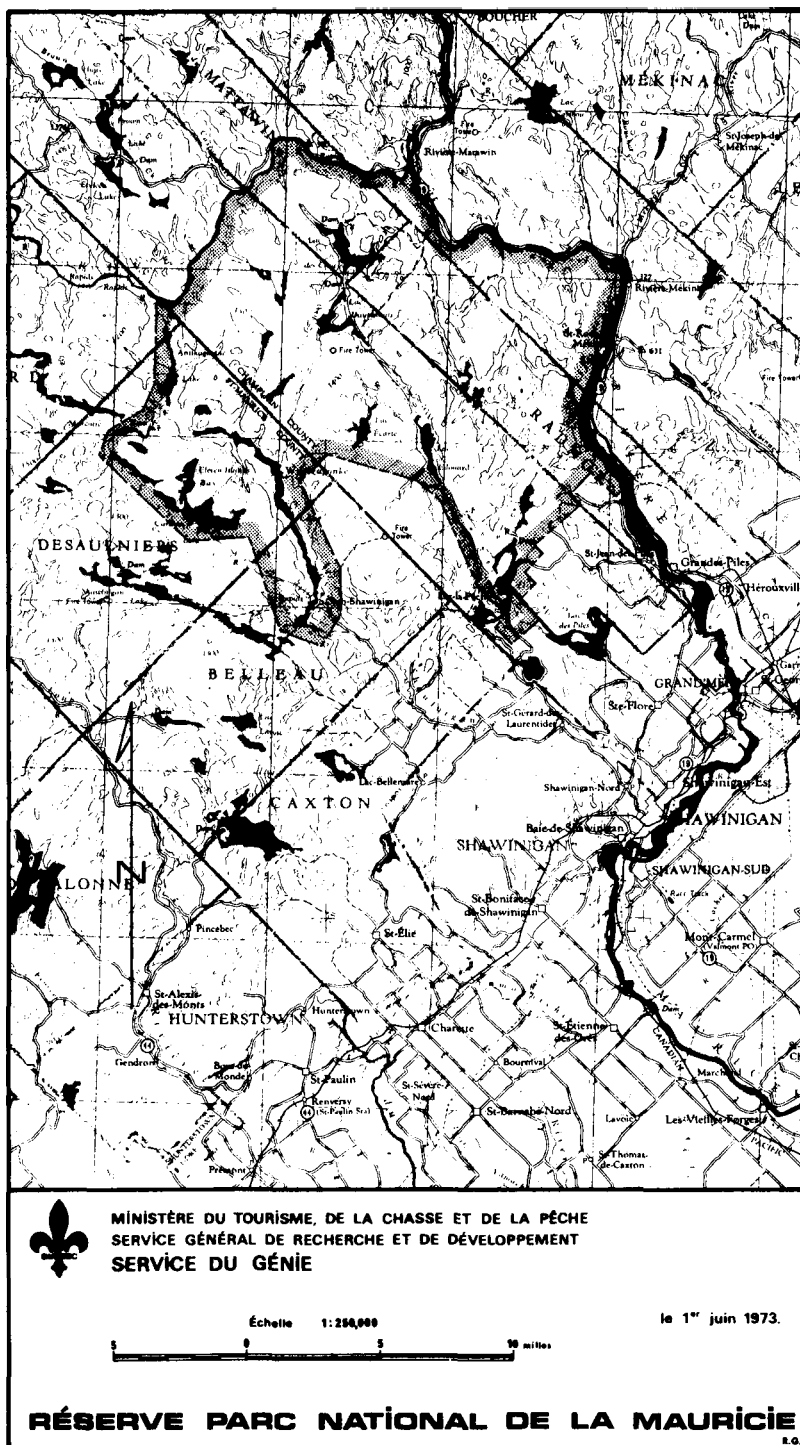
**11.** No person, with the exception of the holder of a park stopover permit with the right to fish, in respect of fishing gear, shall be in possession of arms, hunting or fishing gear, unless these have been sealed at a sealing station situated at all entrances to such park.

**12.** The use of a motor boat is prohibited, except for Lakes Wapizagonke and Edouard where only motors of less than 10 HP are permitted.

**13.** Sections 3 and 9 to 12 shall not apply to the employees of the said park nor to peace officers in the performance of their duties.

**14.** Dogs shall be kept on a leash.

**SCHEDULE A**  
(s. 1)



**SCHEDULE B**

(s. 5)

**THE MAURICIE NATIONAL PARK FISH AND GAME RESERVE****Park stopover permit**

No .....

Activity	Date	Hour	Return date	Hour
Fishing <input type="checkbox"/>				
Canoeing <input type="checkbox"/>				
Camping <input type="checkbox"/>	Name		Tél.	Total No. in party
Cross-country skiing <input type="checkbox"/>				
Snowshoeing <input type="checkbox"/>	Address			
Snowmobiling <input type="checkbox"/>				
Other <input type="checkbox"/>	Destination and route			
.....				

**Creel Census****Fishing Permit No.**

Species	No. of fish	Total weight	Time fished	No. in party

\_\_\_\_\_  
Signature of issuer\_\_\_\_\_  
Signature of holder

O.C. 3252-73, (1973) 105 O.G. II, 5437

O.C. 3413-74, (1974) 106 O.G. II, 4313

O.C. 3414-74, (1974) 106 O.G. II, 4315



c. C-61, r. 71

## Regulation respecting the Petite Nation Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**I.** The following territory, whose plan appears in Schedule A hereto, constitutes the Petite Nation Fish and Game Reserve. The limits comprise :

(a) Certain territories situated in the seigniorship of Petite Nation, and including, in reference to the official cadaster of the parish of Notre-Dame de Bonsecours, the lots or parts of lots, their present and future subdivisions, as well as the roads, highways, watercourses or parts of the same, the whole enclosed within the boundaries of the following territories :

i. Starting at the northeast corner of lot 469-A ; thence, successively, the following lines and demarcations : going towards the west, the north line of lots 469-A and 469 ; going towards the northwest, the northeast line of lots 469-51 retrogressing to lot 469-38 inclusively ; the west limit of lot 469-38 and part of the west limit of lot 469-37, following, towards the south, along all its bends, a branch of the Petite Rivière Rouge, to a point situated at 17,44 chains (6 arpents) north of the north boundary of lot 469-35 ; going towards the east, across lots 469-37, 469-42 to 469-51, parallel to and at 17,44 chains (6 arpents) north of the north limit of lot 469-35, to the west line of lot 469 ; the west line of lot 469 going towards the south to the southeast corner of lot 469-3 ; going towards the west, the north line of lot 469 and of lot 469-72 ; going towards the south, the west line of lots 469-72 to 469-75 inclusively and part, of the west line of lots 469 and 469-C, to the southwest corner of said lot 469-C ; the southwest line of lot 469-C, going towards the southeast, to the northeast corner of lot 648 of the official cadaster of the parish of Sainte-Angélique ; a broken line following the line separating the cadasters of the parishes of Sainte-Angélique and Notre-Dame de Bonsecours, going towards south and southeast, to its intersection with the extension towards the west of the south boundary of lot 320 of the official cadaster of the parish of Notre-Dame de Bonsecours ; still in the latter cadaster, lines on lot 469-C having the following astronomical directions and lengths : S.17°45'10"E.,

17,494 chains, S.89°29'20"E., 25,889 chains, N.1°44'40"E., 9,09 chains, S.76°00'10"E., 8,484 chains, S.77°52'30"E., 20,382 chains, to the southwest corner of lot 320 ; following the line separating lots 320 and 469-C, lines having the following astronomical directions and lengths : N.12°07'30"E., 2,424 chains, N.12°46'50"E., 3,03 chains, on lot 320, S.80°13'10"E., 13,636 chains, S.82°40'10"E., 11,848 chains, to the line separating lots 320 and 324 ; part of the said line separating lots 320 and 324, going towards the south, a length of 0,197 chains ; then, on lot 324, the lines having the following astronomical directions and lengths : S.74°23'10"E., 3,947 chains, S.77°20'10"E., 2,129 chains, S.73°43'10"E., 3,03 chains, to the west side of Azélie St. ; the west side of Azélie St. going towards the north to the south side of lot 325 ; going towards the east, on the extension of the south line of lot 325, across Azélie St., and the south line of lots 325 and 374, to the southeast corner of lot 374 ; the east line of lot 374, going towards the north ; going towards the west, the north line of lots 374 and 326, this line being extended on lot 469-C to a length of 29,08 chains ; a line, going towards the north, and parallel to the west side of lot 327, a length of 8,72 chains ; a line, towards the east, on the extension of the north line of lot 327 to a length of 29,08 chains, to the southwest corner of lot 328 ; going towards the north, the west line of lot 328 to a length of 8,73 chains, to the northwest corner of lot 328 ; the extension, towards the west, on lot 469-C, of the north line of lot 328, to a length of 29,08 chains ; a line, towards the north, and parallel to the west line of lots 329 to 333 inclusively, measuring a total of 52,36 chains ; going towards the east, on the extension of the south boundary of lot 334, to a length of 29,08 chains, to the southwest corner of lot 334 ; going towards the north, the west limit of lots 334 to 339 inclusively, to the southwest corner of lot 340 ; going towards the east, the south line of lots 340 and 359, to the southeast corner of lot 359 ; going towards the south, the east line of lots 360 to 363 inclusively, and part of the east line of lot 364 to the southwest corner of lot 395 ; going towards the east, the south line of lots 395 and 400, to the southeast corner of lot 400 ; going towards the south, the east line of lot 401 and part of the east line of lot 402, to the north side of Lac Commandant Road ; going towards the west, the north side of Lac Commandant Road, to the east limit of lot 393 ; towards the south, following the east limit of lot 393 to the south side of Lac Commandant Road ; going towards the east, the south limit of Lac Commandant Road, to the east line of lot 403 ; the east line of lots 403 to 415 inclusively, and part of the east line of lot 416, towards the south, a length of 2,15 miles ; a line on lot 469-A, going

towards the east, and perpendicular to the preceding, to a length of 85 chains, more or less, that is, to the Kinongé or Salmon River ; following towards the south, and along all its bends, the Kinongé or Salmon River, to a length of 60 chains, more or less ; two other lines on lot 469-A having the following astronomical directions and lengths : S.81°44'E., 35,424 chains, S.32°08'W., 22,812 chains, that is, to the south limit of lot 469-A ; towards the east, following the south limit of lot 469-A, to the southeast corner of lot 461 ; going towards the north, the east line of lots 461 retrogressing to lot 440 inclusively and the east limit of lot 469-A, to the starting point.

To be withdrawn from the territory enclosed within these limits, are the north half and the west half of lot 342, belonging to Hector Bourgeois *et al*, as well as the south half and the west half of said lot 342, belonging to John C. Campbell.

ii. Starting at a point on the west line of lot 283, at a distance of 21,63 chains south of the northwest corner of said lot 283 ; thence, successively, the following lines and demarcations : going towards the east, a line parallel to the north line of lot 283, a length of 77,70 chains to the west limit of lot 292 ; going towards the south, the west line of lot 292, to its intersection with the west side of Azélie St. ; a line towards the east to the east side of Azélie St. ; lines across lots 292 to 297 inclusively, having the following astronomical directions and lengths : S.14°41'20"E., 5,879 chains, more or less, S.63°21'20"E., 14,787 chains, S.75°37'20"E., 9,893 chains, S.36°31'20"E., 11,058 chains, S.53°47'30"E., 27,197 chains, that is, to the southeast corner of lot 297 ; going towards the south, the east line of lot 109, to the north side of the Canadian Pacific Railroad right of way ; broken lines, following the north and northwest sides of the said right of way, going towards the west and the southwest, to its intersection with the west line of lot 283 ; towards the north, the west and the north, following the west limit of original lot 283, to the starting point.

iii. All that part of lots 283 n.s. and 263, beginning at a point situated on the south side of Notre-Dame St., at a distance of 7,452 chains west of the line separating lots 262 and 263 ; thence, across lot 263, lines having the following astronomical directions and lengths : S.6°01'E., 2,53 chains, S.66°30'E., 2,205 chains, S.1°39'E., 2,15 chains, more or less, S.89°41'E., 2,411 chains, S.0°19'W., 4,015 chains, more or less, to the north bank of the Ottawa River ; following, towards the southwest and the north, and along all its bends, the Ottawa River, to the west limit of lot 283 n.s. ; thence, following, towards the north, the west limit of said lot 283 n.s. ; thence, following, towards the northeast and the east, the southeast and south limits of Route No. 8, or Notre-Dame St., to the starting point.

(b) A territory situated on the seigniorship of Petite Nation, and including, in reference to the official cadaster of the parish of Saint-André-Avellin, lots 646-72 to 646-75 inclusively, and lots 646-53 to 646-70 inclusively, as well as their present and future subdivisions, roads, highways, watercourses or parts of the same, the whole enclosed within the boundaries of the lots mentioned above.

(c) Certain territories including, in reference to the official cadaster of l'Augmentation de Grenville, the lots or parts of lots, as well as their present and future subdivisions, roads, highways, watercourses or parts of the same, the whole enclosed within the following boundaries :

i. A part of lot 11-A, Range 11, of rectangular shape, bounded on the north by lot 11-B, Range 11, on the east and south by another part of lot 11-A, on the west by the west line of said lot 11-A, and measuring 4,545 chains on its north and south lines, and 6,06 chains on its east and west lines.

ii. A part of lot 11-B, Range 11, of regular shape, bounded on the north and on the east by another part of lot 11-B, on the south by lot 11-A, Range 11, on the west by the west line of said lot 11-B, and measuring 4,545 chains in width and in depth.

iii. The whole of lot No. 10-A, Range XI.

(d) A territory including, in reference to the official cadaster of the Gore of the township of Harrington, lots 1 and 2, Range 1, and the south part of lot 3, Range 11, as well as their present and future subdivisions, roads, highways, watercourses or parts of the same, the whole enclosed within the following boundaries :

Bounded on the north by the north line of lots 1 and 2, Range 1, and its extension towards the west to its intersection with the west limit of lot 3, Range 11, on the east, the south and the west by the east, south and west limits of the Gore of the township of Harrington.

## DIVISION II REGULATION

**2.** No person shall hunt or fish in the reserve other than through the agency of an outfitter who is the holder of immovable rights in the territory of the said reserve.

**3.** No person shall be in possession of hunting gear or fishing tackle in this reserve, with the exception of persons duly authorized to fish or hunt therein by the outfitter contemplated in section 2.

**4.** No person shall travel in this reserve, with the exception of :

(a) persons duly authorized to hunt or fish therein by the outfitter contemplated in section 2 ;

(b) persons employed in this reserve on forestry or other operations, which persons must carry an identity card issued by their employer ;

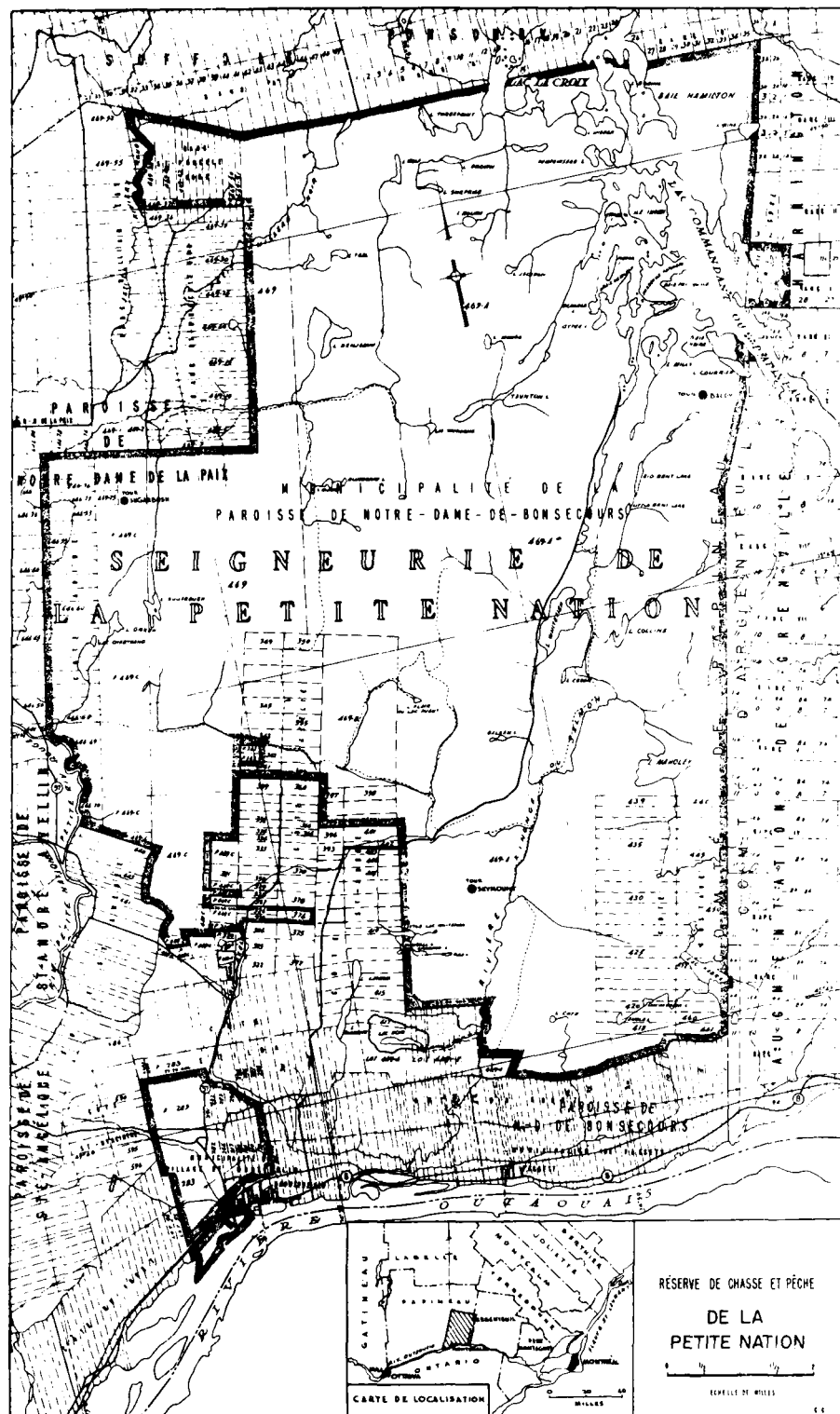
(c) peace officers in the performance of their duties.

**5.** No person shall operate a snowmobile or all terrain vehicle in this reserve, with the exception of peace officers in the performance of their duties.

**6.** Every hunter or fisherman must show his take to the officers at the control posts established for such purpose.



**SCHEDULE A**  
(s. 1)



O.C. 2562-67, (1967) 99 O.G., 5816  
O.C. 1580-74, (1974) 106 O.G. II, 2831



c. C-61, r.72

## Regulation respecting the Plaisance Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the "Plaisance Wildlife Sanctuary" :

A territory situated in the county municipality of Papi-neau and which is part of the cadastre of Lochabertown-ship, of the village of Thurso, of the Gore de Lochaber, and of the parish of Sainte-Angélique, covering an area of twenty-seven square kilometres (27 km<sup>2</sup>), including the following lots :

#### (a) Cadastre of the parish of Sainte-Angélique :

The part of lots 367 and 368 situated below elevation 42,31 m (maximum elevation of the reservoir for the Carillon dam). Lots 369, 370, 371, 372, 373, 374, 375, 376. Lot 377, to be withdrawn from the said lot, the northern part belonging to Mr. L.J. Blais. Lot 379, to be withdrawn from the said lot, the northern part belonging to Mr. Y. Desjardins. Lot 380, to be withdrawn from the said lot, the parts belonging to Mr. Y. Desjardins and to the estate of E. Lalande. The part of lot 39 situated to the east, to the northeast and to the south of the peninsula road to be withdrawn from the said lot, being held by the estate of E. Lalande. Lots 38, 37, 36, 35 and the west half of lot 34. Lots 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54. The northern end of lots 27 and 28. The part of lots 26, 25, 24, 23, 22, 20, situated under elevation 42,31 m. The western part of lot 18 under the elevation of 42,31 m, previously owned by Dr. Labelle. The eastern corner of lot 18 and the western corner of lot 16, previously owned by Dr. Labelle. The island No 1 situated in front of baie Martin. Lots 407, 406, 405, 394-B, 395-A, 395-B, 396. The part of lots 397, 398, 399, 400, 401, 402, 403 situated below the elevation of 42,31 m. The part of baie Noire situated within the said cadastre.

#### (b) Gore de Lochaber :

**Range I :** Lots 1-A and 1-B. The part of lot 2 situated below elevation 42,31 m. The part of baie Noire situated in the Gore.

**Range II :** The part of lot 1-A situated below elevation 42,31 m.

#### (c) Township of Lochaber :

**Range II :** Lots 16, 17 and part of lot 18. The part of lot 18 may be described as follows : bounded on the north by the division line of Ranges II and III ; on the east by lot 17 ; on the south, by another part of lot 18 and by rivière Outaouais ; on the west by lot 19.

**Range III :** Lots 1, 2, 3, 4-A, 4-B, 5, 6, 7, 8, 9-A, 9-B, 9-C, 10. The part of lots 11, 16, 17-A, 18-A, 19-A, situated below elevation 42,31 m.

**Range IV :** The part of lot 1-A situated below elevation 42,31 m. A strip of land being part of lot 1-A, measuring thirty and forty-eight hundredths metres (30,48 m) in width and bounded as follows : on the north by the right of way of Highway 148 ; on the east, by another part of lot 1-A ; on the south, by the division line of Ranges III and IV ; on the west, by a public road. A strip of land being part of lot 2-A, measuring thirty and forty-eight hundredths metres (30,48 m) in width, bounded as follows : on the north, by Highway 148 ; on the east, by a public road ; on the south, by the division line of Ranges III and IV ; on the west, by another part of lot 2-A.

The part of lots 3-B, 3-C, 4-A, 4-B, 5-A, 5-C, 5-D, 6-A, 6-B, 7-A, 7-B, 8-A, 9-C, 10-A, 10-C, 11-A, 11-B situated below elevation 42,31 m. The part of lots 9-B, 8-B situated to the south of Highway 148. To withdraw from lot 8-B, a parcel of land bounded as follows : on the northwest, by Highway 148, on the northeast and the southeast, by another part of lot 8-B ; on the southwest, by a public road. Northeasterly, an approximate distance of seventy-six and twenty hundredths metres (76,20 m) ; southeasterly, an approximate distance of sixty and ninety-six hundredths metres (60,96 m). The île du Fer-à-Cheval, île du Chef, and île Dubé.

#### (d) Cadastre of the village of Thurso :

The part of lot 1 situated under elevation 42,31 m. Included in this reserve are the following :

i. the western part of baie de la Pentecôte and petite Baie to the continuation of the division line of lots 351-353 of the cadastre of the parish of Sainte-Angélique ;

- ii. the part of the rivière Petite Nation river-bed situated to the south of Highway 148 ;
- iii. the canal situated on lots 38 and 39 of the cadastre of the parish of Sainte-Angélique.

## **DIVISION II REGULATION**

- 2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.
- 3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.
- 4.** A person must hold a right of access in order to stay in a cottage or lodge.
- 5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish, except for the atlantic anadromous salmon.
- 6.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.
- 7.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).
- 8.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.
- 9.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.
- 10.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.
- 11.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.
- 12.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.
- 13.** Within the wildlife sanctuary a person may not :
  - (a) fell or mutilate trees or underbush without a wood-cutting permit ;
  - (b) deface or deform natural formations such as rock formations ;
  - (c) throw waste or litter elsewhere than in places provided for this purpose ;
  - (d) damage or break buildings or furnishings.
- 14.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.
- 15.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.
- 16.** Vehicle traffic for recreational purposes is permitted only between 5 h and 22 h.
- 17.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.
- 18.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.
- 19.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.
- 20.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.
- 21.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.
- 22.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in

areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**23.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**24.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**25.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

GOUVERNEMENT DU QUEBEC MINISTÈRE DU TOURISME DE LA CHASSE ET DE LA PÊCHE DIRECTION DES SERVICES TECHNIQUES		RÉSERVE FAUNIQUE  DE PLAISANCE	PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE  ECHELLE : 1 / 43 200 DATE   79 03 19 PLAN   N° P 7804
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**4-240**



c. C-61, r. 73

## Regulation respecting the Pontiac Fish and Game Reserve

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** A territory of an area of 289 square miles situated in the townships of Angoumois, Isle de France, Flandre, Gascogne, Dauphine, Lorraine and Picardie, of Pontiac county, whose plan appears in Schedule A hereto, the perimeter of which is described as follows :

Commencing at a point at the intersection of the right bank of the discharge from Lake Gagamo and a line parallel with, and three (3) chains distant from, the eastern right of way of highway 12 ; thence southerly and south-easterly along the said line parallel and three (3) chains distant from the eastern right of way of highway 12 to its intersection with the dividing line of Angoumois and Béliveau townships ; thence westerly following the southern boundaries of the townships of Angoumois, Isle de France and Flandre, skirting to the north of the narrow of Lake Pytonga, to the south of Lakes Argent, à la Tortue and Ragged, to three (3) chains from the western right of way of the highway which borders the East Coulonge River ; thence northerly following a line parallel and three (3) chains distant from the western right of way of the highway which borders the East Coulonge River, to the bridge spanning the said river ; thence northeasterly and north-westerly following a line parallel and three (3) chains distant from the west bank of the Coulonge River and Gore Creek to two and twenty-five hundredths miles (2,25 mi.) to the northwest of Lake Stearns ; thence following a broken line according to the following bearings and distances ; north seventy-eight degrees east (N. 78° E.), one and one-tenth miles (1,1 mi.) ; south sixty-six degrees east (S. 66° E.), one mile (1 mi.) ; south twenty degrees west (S. 20° W.), seven-tenths of a mile (0,7 mi.) ; south seventy-three degrees east (S. 73° E.), one and three-tenths miles (1,3 mi.) ; north twenty-four degrees east (N. 24° E.), two and two-tenths miles (2,2 mi.) ; south forty-eight degrees east (S. 48° E.), one and one-tenth miles (1,1 mi.) ; north forty-five degrees east (N. 45° E.), two and six-tenths miles (2,6 mi.) ; south seventy-two degrees east (S. 72° E.), seven-tenths of a mile (0,7 mi.) ; south nineteen degrees

west (S. 19° W.), one and four-tenths miles (1,4 mi.) ; north fifty-eight degrees east (N. 58° E.), one and three-tenths miles (1,3 mi.) ; north thirty-six degrees east (N. 36° E.), one mile (1 mi.) ; south sixty-four degrees east (S. 64° E.), one and one-tenth miles (1,1 mi.) ; north twenty-nine degrees east (N. 29° E.), one and two-tenths miles (1,2 mi.) ; north eighty-eight degrees east (N. 88° E.), one and three-tenths miles (1,3 mi.) ; south sixty degrees east (S. 60° E.), three and eight-tenths miles (3,8 mi.) ; north sixty-five degrees east (N. 65° E.), one and one-half miles (1½ mi.) ; south seventy-seven degrees east (S. 77° E.), one and seven-tenths miles (1,7 mi.) ; thence north seventy degrees east (N. 70° E.) to the point of commencement.

### DIVISION II REGULATION

**2.** No one may enter this reserve without complying with the following provisions :

(a) obtain a special license issued by the Ministère du Loisir, de la Chasse et de la Pêche ;

(b) no one may move about, camp, stay, hunt or fish at a place other than the one indicated and move about on the reserve at hours other than those indicated on this license.

**3.** A person employed on this reserve for forestry operations or other purposes, must have an identity card issued by his employer.

This person may not move about other than on the roads leading to his work.

**4.** (a) Fish and game clubs, tenants of a territory situated on this reserve, must provide the Department with a list of their members and the latter should have an identity card signed by the secretary of the said club ;

(b) all guests of a fish and game club situated on this reserve should have an identity card duly signed by a member of the club, on which the duration of the stay should be indicated.

**5.** Those referred to in sections 3 and 4 are exempt from the condition established by paragraph a of section 2, save :

(a) if the presence of the employee referred to in section 3 is not required for the purpose of working and if he wishes to indulge in sports or recreational occupations ;

(b) if the member referred to in section 4 wishes to stay elsewhere rather than on the territory of one of the fish and game clubs, tenant on the reserve.

**6.** The Minister of Recreation, Fish and Game may fix the rates to enter into the reserve or for the use of the different services of the Department.

**7.** No one may fish on this reserve and own fishing gear without having a fishing license and the special license referred to in paragraph *b* of section 2, a license the rate of which is fixed by the Minister.

**8.** The Minister may restrict the number of people fishing, hunting or staying simultaneously on this reserve.

**9.** Under reserve of the territory leased for fish and game purposes, hunting is prohibited on this reserve, save for the periods and conditions determined by the Minister.

**10.** Save during the hunting periods determined in conformity with section 9, no one may own firearms or hunting gear on this reserve, unless he holds a special license.

**11.** For recreational or sports purposes, the Minister may divide the reserve and prohibit hunting, fishing or recreation on certain parts.

The Minister may fix the opening and closing hours of this reserve.

He may prohibit or limit the use of motors on the lakes and water courses.

**12.** The throwing or depositing of garbage on the reserve other than in the containers provided for this purpose, is prohibited.

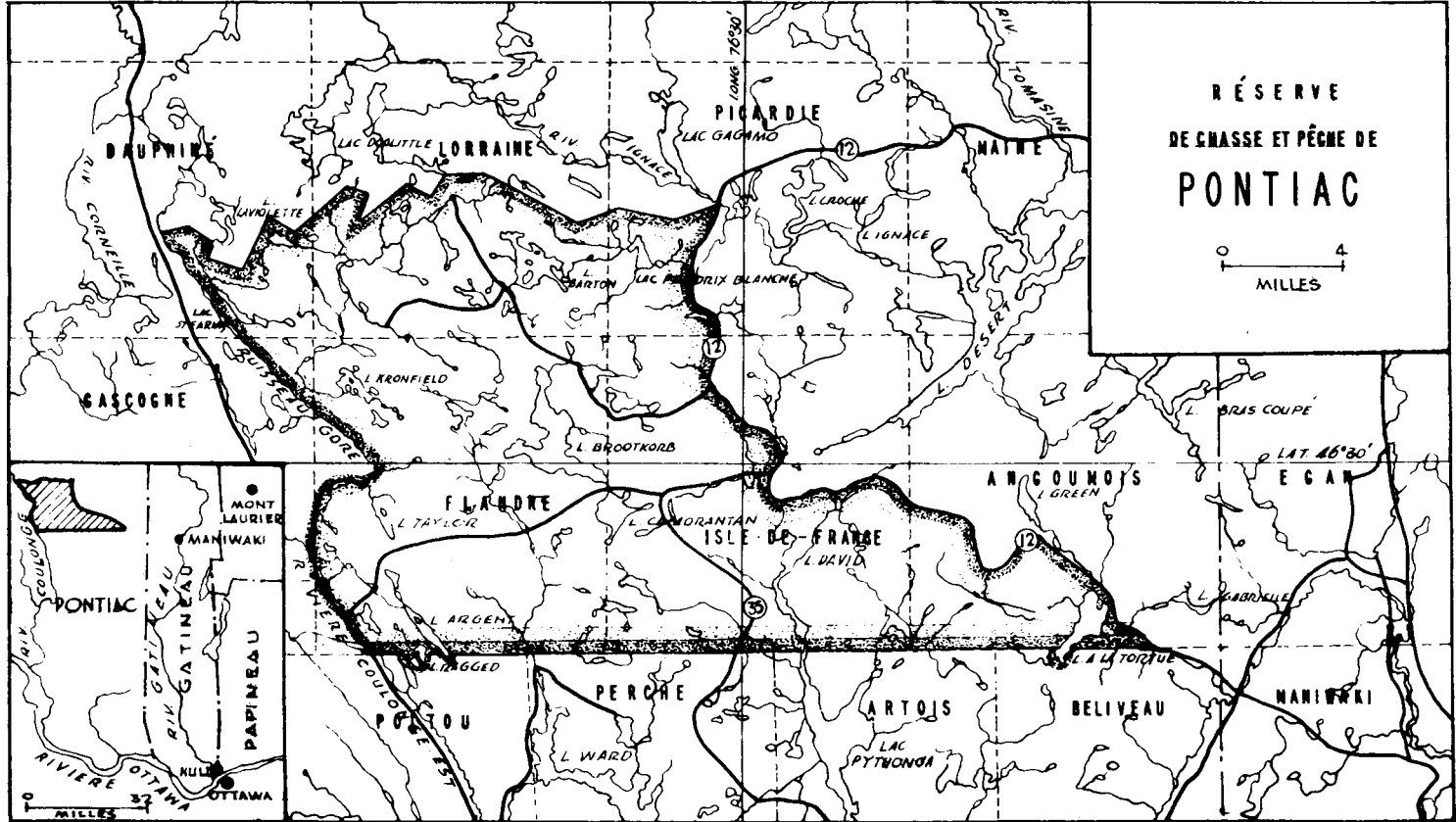
**13.** No one may molest the animals or birds or destroy their nest or lair.

**14.** A functionary of the Department may require, at any time, producing of the licences referred to in this Regulation.

**15.** No one may, without authorization, cut trees on the reserve.

**16.** No one may hunt at a place other than the one indicated on his license or out of the zones attributed to each hunter by the warden in charge of a territory.

**SCHEDULE A**  
(s. 1)



O.C. 1628-69, (1969) 101 O.G., 4974  
O.C. 850-72, (1972) 104 O.G., 3410





c. C-61, r. 74

## Regulation respecting the Portneuf Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**I.** The following territory whose plan appears in Schedule A hereto and described in this section is known as the "Portneuf Wildlife Sanctuary" :

A territory of seven hundred and seventy-four square kilometres (774 km<sup>2</sup>) situated in the townships of : Pothier, Charest, Lapeyrère, Laurier, La Salle, Bois, Tonti, Roquemont, counties of Laviolette and Portneuf, and whose perimeter is described as follows :

Starting from the meeting point of the division line of lots 29 and 30 of Range I, township of Bois, with the northwestern limit of the right of way of the road along the left bank of rivière à Pierre ; thence northwesterly, following the said division line of the lots to a point situated four hundred and two and thirty-four hundredths metres (402,34 m) to the northwest from the right bank of rivière à Pierre ; thence northeasterly, following at four hundred and two and thirty-four hundredths metres (402,34 m) the winding course of the right bank of the said river to the division line of lots 34 and 35 of Range II ; thence northwesterly, the division line of lots 34 and 35 of Range II and Range III ; thence southwesterly, following the division line of Ranges III and IV of the township of Bois to the division line of lots 27 and 28 of Range IV ; thence northwesterly, following the northeastern limit of lot 27 of Range IV ; thence southwesterly, following the division line of Ranges IV and V of the township of Bois to the meeting with the northeastern limit of the seigneurie de Perthuis ; thence northwesterly, following the northeastern limit of the seigneurie de Perthuis skirting to the west the lakes which meet there ; thence southwesterly, following the northwestern limit of the said seigneurie, for a distance of nine hundred and ninety-seven and seventy-nine hundredths metres (997,79 m) ; thence, azimuth 332°50', two and six hundred and twenty-two thousandths kilometres (2,622 km) to the southern limit of the right of way of the Rivière-du-Milieu road ; thence in a southwesterly direction, following the said right of way to the intersection with the eastern limit of the right of way of the lac

Jumeau road, an approximate distance of two and nineteen hundredths kilometres (2,19 km) ; thence, azimuth 315°00', four and two hundred and sixty-four thousandths kilometres (4,264 km) ; thence, azimuth 271°30', to the division line of the townships of Hackett and Lapeyrère ; thence, azimuth 339°15', five and five hundred and fifty-one thousandths kilometres (5,551 km) ; thence, azimuth 3°10', three and one hundred and thirty-eight thousandths kilometres (3,138 km) ; thence, azimuth 21°25', five and eight hundred and seventy-three thousandths kilometres (5,873 km) ; thence, azimuth 6°15', four and nine hundred and seven thousandths kilometres (4,907 km) ; thence, azimuth 48°35', three and two hundred and ninety-eight thousandths kilometres (3,298 km) ; thence, azimuth 344°35', four and one hundred and eighty-four thousandths kilometres (4,184 km) ; thence, azimuth 45°00', two and eight hundred and sixteen thousandths kilometres (2,816 km) ; thence, azimuth 180°40', one and seven hundred and seventy thousandths kilometres (1,770 km) ; thence, azimuth 127°15', four and five hundred and seven thousandths kilometres (4,507 km) ; thence, azimuth, 179°00', six and thirty-five thousandths kilometres (6,035 km) ; thence, azimuth, 92°00', four and one hundred and eighty-four thousandths kilometres (4,184 km) ; thence, azimuth 139°50', one and six hundred and ninety thousandths kilometres (1,690 km) ; thence, azimuth 34°15', three and one hundred and thirty-eight thousandths kilometres (3,138 km) ; thence, azimuth 116°20', two and eight hundred and sixteen thousandths kilometres (2,816 km) ; thence, azimuth 91°20', to the western bank of rivière Batiscan ; thence in a general southerly direction, following the said bank of the river to the intersection with the northern limit of the right of way of Miguick road ; thence in a general southeasterly direction, following the said right of way of the road to the intersection with the division line of Ranges I and II of the township of Tonti ; thence, azimuth 65°15', five and six hundred and forty-six thousandths kilometres (5,646 km) to the effluent of lac Jumeau number two (lac Lorenzo) ; thence, azimuth, 140°35', two and three hundred and thirty-three thousandths kilometres (2,333 km) ; thence, azimuth, 90°00', two and nine hundred and seventy-seven thousandths kilometres (2,977 km) skirting to the north lac à la Cabane ; thence, azimuth, 3°55', three and six hundred and twenty thousandths kilometres (3,620 km) to the northern end of lac Cristal ; thence in a general southeasterly then southwesterly direction, a line parallel to and sixty metres (60 m) to the east from the east shore of lac Cristal to the mouth of rivière à Pierre ; thence southerly, to the meeting with a line parallel to and four hundred and

two and thirty-three hundredths metres (402,33 m) from the left bank of rivière à Pierre ; southwesterly, following the said parallel line to the meeting with a straight line parallel to two thousand and ninety-two and fourteen hundredths metres (2 092,14 m) from the division line of the townships of Tonti and Bois and situated to the northeast of the said division line ; thence, azimuth 122°, to the division line of the townships of Tonti and Roquemont ; thence southerly, to the division line of the townships of Roquemont and Colbert ; thence northwesterly, following the division line of the said townships skirting to the west lac du Coin to the division line of the townships of Bois and Colbert ; thence northwesterly, following the west shore of lac du Coin, the left bank of the effluent of lac du Coin to the meeting with a line parallel to and four hundred and two and thirty-three hundredths metres (402,33 m) to the southeast from the left bank of rivière à Pierre ; thence in a general southwesterly direction, following the said line parallel to the left bank of rivière à Pierre to the division line of lots 29 and 30 of Range I of the township of Bois ; thence northwesterly, following the said division line of the said lots to the starting point.

## **DIVISION II REGULATION**

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c.1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

- (a) fell or mutilate trees or underbush without a wood-cutting permit ;
- (b) deface or deform natural formations such as rock formations ;
- (c) throw waste or litter elsewhere than in places provided for this purpose ;
- (d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

GOVERNEMENT DU QUEBEC  
 MINISTÈRE DU TOURISME DE LA CHASSE ET DE LA PÊCHE  
 DIRECTION DES SERVICES TECHNIQUES  
 DIVISION DE L'ARPENTAGE

**RESERVE FAUNIQUE DE PORTNEUF**

ECHELLE 1 / 200 000

Kilomètres 5 0 5 0 Kilomètres

DATE 79 02 19  
 PLAN N° P-7787

O.C. 2058-80, (1980) 112 G.O.II, 3829



c. C-61, r.75

## **Regulation respecting the Rimouski Wildlife Sanctuary**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known under the name of the "Rimouski Wildlife Sanctuary" :

A territory situated in the county municipality of Rimouski, in unorganized territories covering an area of seven hundred and ninety-seven square kilometres (797 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from a point situated at the meeting point of the outside boundaries of the townships of Asselin, Bien-court and Laroche ; thence northeasterly, following the southeastern limit of the township of Laroche ; then northwesterly, following the northeastern limit of the township of Laroche ; then northeasterly, following the southeastern limit of the townships of Varin and Flynn ; then southeasterly, following the continuation of the division line of the townships of Ouimet and Flynn for a distance of twenty and one hundred and thirteen thousandths kilometres (20,113 km) ; thence southerly, to the meeting with the Québec-New Brunswick interprovincial boundary line, and approximate distance of ten and eighty-six hundredths kilometres (10,86 km), or to the parallel of latitude 48°N ; thence following the said boundary line, the following distance and directions : westerly, about twelve and eighty-seven hundredths kilometres (12,87 km) ; southerly, nine and two hundred and eighty-three hundredths kilometres (9,283 km) ; westerly, about nineteen and seventy-one hundredths kilometres (19,71 km) ; southerly, about thirty-nine hundredths of a kilometre (0,39 km) or to the meeting with the right bank of ruisseau Dionne ; thence southwesterly and northwesterly, following the right bank of ruisseau Dionne to its mouth in rivière Touladi ; thence northwesterly, following the right bank of rivière Touladi to the meeting with the northeastern limit of the township of Asselin ; thence northwesterly, following the northeastern limit of the said township to the starting point.

### **DIVISION II REGULATION**

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snow-shoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

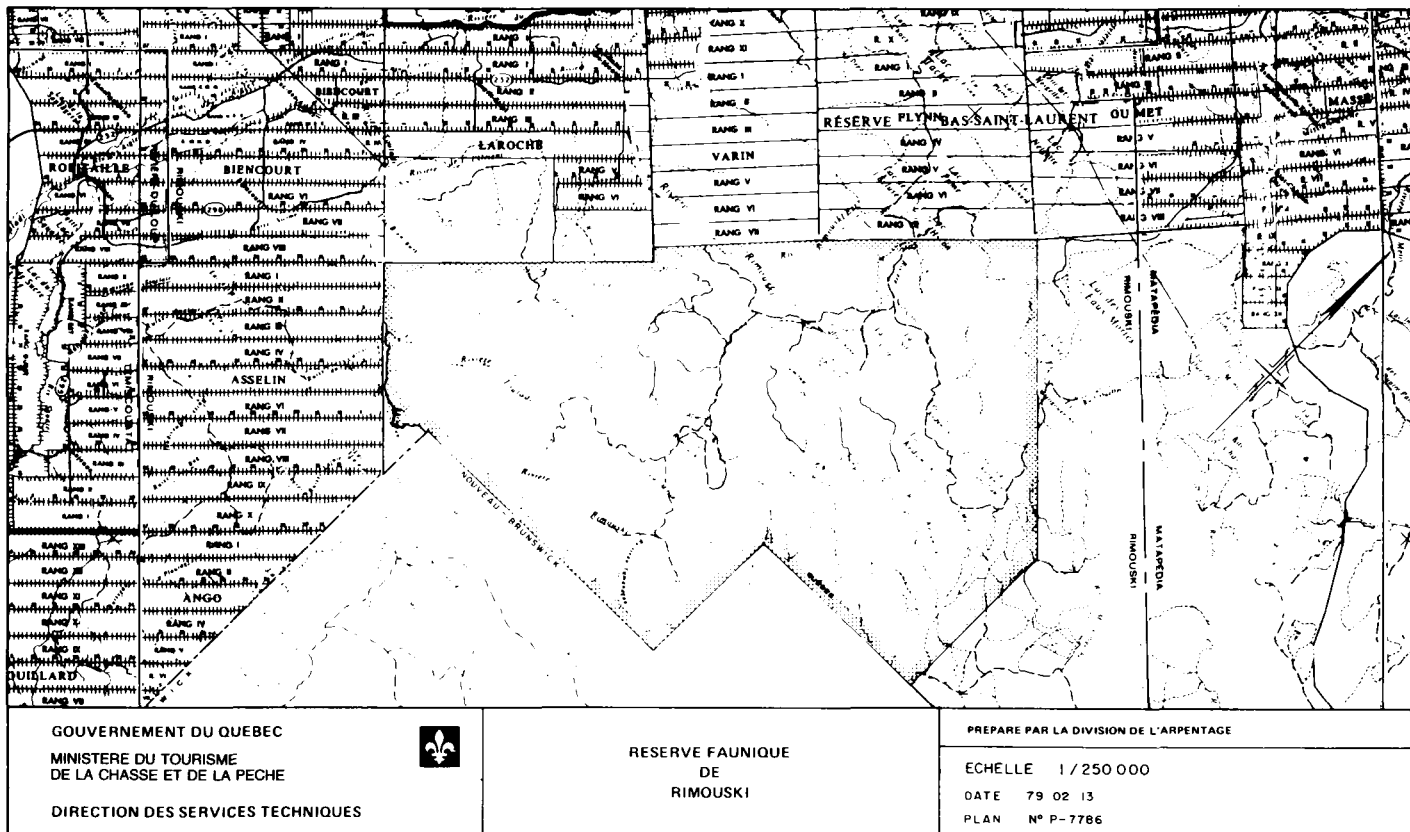
**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

# SCHEDULE A (s. 1)





c. C-61, r. 76

## **Regulation respecting the Matamec River Fish and Game Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territory constitutes the Matamec River Fish and Game Reserve :

(a) the whole hydrographic basin of the Matamec River, county of Duplessis, containing an area of approximately 400 square miles ;

(b) all the property owned by the Woods Hole Oceanographic Institution, in particular lot number 1 of the township of Blanche situated east of the Matamec River, as well as lot number 3 of the Matamec River in the township of Blanche.

### **DIVISION II REGULATION**

**2.** All hunting and fishing is prohibited, save :

(a) for scientific purposes ;

(b) on the territory leased to Mr. Omer Gallienne ;

(c) for the trapping of fur-bearing animals by those who hold and occupy ground for the hunting of fur-bearing animals in the territory of the Matamec River basin.

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O.C. 250-74, (1974) 106 O.G.II, 445

O.C. 450-74, (1974) 106 O.G.II, 563





c. C-61, r. 77

## **Regulation respecting the rivière Romaine Fish and Game Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### **DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION**

**1.** The following territory constitutes the rivière Romaine Fish and Game Reserve :

A territory situated in an unorganized territory in the townships of Ternet, Beaussier, Pujalon and in the county of Duplessis and which comprises :

(a) the part of the rivière Romaine belonging to the Crown which lies between the mouth of the rivière Romaine (determined by a line connecting the western and eastern banks at a point 1 mile southwest of the bridge on Highway 138) and the line separating the townships of Beaussier and Courtemanche ;

(b) the rivière Pujalon from the rivière Romaine to lac Pujalon ;

(c) the part of the rivière Bat-le-Diable belonging to the Crown which lies between its junction with the rivière Pujalon and the line separating the townships of Ternet and Vigneau ;

(d) a strip of 3 chains in width on Crown lands and on private lots wherever the reserve bordering rivers and lakes exists, along the watercourses described in paragraphs a, b and c.

### **DIVISION II REGULATION**

**2.** In this Regulation the expression "fish and game association" means a non-profit corporation which, in collaboration with the Ministère du Loisir, de la Chasse et de la Pêche is responsible for the operation of a territory.

**3.** In order to fish, hunt or stay in the reserve, a hunting or fishing licence is required as well as a written authorization from the fish and game association.

**4.** No one shall fish, hunt or stay in the said reserve except on the dates and at the places mentioned in the written authorization.

**5.** A fisherman who has caught a salmon shall bring it intact to a station purposed therefor to have it measured and registered.

**6.** Every catch or prize taken, except the salmon mentioned in section 5 must be declared at a station of the association.

**7.** The Minister of Recreation, Fish and Game is authorized to make such improvements or structures in the said reserve as he deems expedient.

**8.** Travel in the reserve is prohibited between 22 h and 5 h save for :

(a) civil servants and peace officers in the course of their duties ;

(b) forestry employees and others in the course of their duties if they have an identity card from their employer.

**9.** Holders of registered hunting grounds may use traps in the hunting of fur-bearing animals.



c. C-61, r.78

## Regulation respecting the rivière Yamaska Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section, is established as a wildlife sanctuary known as the "rivière Yamaska Wildlife Sanctuary" :

A territory which is part of the official cadastre of the parish of Sainte-Pudentienne and the township of Shefford, in the parish municipalities of Sainte-Pudentienne and Saint-Joachim-de-Shefford, municipal county of Shefford, covering an area of twelve and eighty-nine hundredths square kilometres (12,89 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the northwestern corner of lot 5C of Range X of the cadastre of the parish of Sainte-Pudentienne, thence southerly, following the western limit of lots 5C and 5B of Range X, the western limit of lots 5D and 5C of Range IX ; southeasterly, following the northern limit of the right of way of Range VIII to the western limit of the right of way of Maxime road ; thence, a straight line to its meeting with the eastern limit of the right of way of Maxime road and the division line of Ranges VIII and IX of the said cadastre ; easterly, following the division line of Ranges VIII and IX to its meeting with the centre line of rivière Yamaska-Nord ; thence in a general northeasterly direction, following the centre line of the said river to the division line of lots 6A and 7A of Range IX ; thence southerly, following the division line of lots 6A and 7A to the northern limit of the right of way of Range VIII ; thence, southeasterly, southwesterly and southeasterly, following the northern limit of the right of way of the said road to the division line of lots 1372 and 1373 of Range IX of the township of Shefford ; thence, azimuth 1°54', five hundred and six and five hundredths metres (506,05 m) following the division line of lots 1372 and 1373 ; thence, azimuth 1°56', one hundred and thirty-four and fourteen hundredths metres (134,14 m) following the division line of lots 1372 and 1373 of the said township, thence, azimuth 91°27', five hundred and ninety-seven and ninety-six hundredths metres (597,96 m)

thence, azimuth 1°26', seventy-six and sixty-nine hundredths metres (76,69 m) following the division line of lots 1373 and 255 of the township of Shefford, thence south-easterly, following the division line of lots 254 and 255, thence, azimuth 95°52', two hundred and ninety and sixty-eight hundredths metres (290,68 m) following the division line of lots 257 and 258 ; thence, azimuth 95°52', three hundred and eighty-three hundredths metres (300,83 m) thence, azimuth 95°55', two hundred and ninety-eight and seventy-eight hundredths metres (298,78 m) ; thence, azimuth 105°06', two hundred and ninety-six metres (296,00 m), to the division line of lots 261 and 262 of the township of Shefford ; thence, azimuth 182°17', fifty-seven and fifty-five hundredths metres (57,55 m) following the division line of lots 261 and 262 of the said township, thence, azimuth 95°10', two hundred and ninety-eight and twelve hundredths metres (298,12 m) following the division line of lots 262 and 263 ; thence, azimuth 178°10', and sixty-one and two hundredths metres (61,02 m) following the division line of lots 263 and 264 ; thence, azimuth 91°45', five hundred and ninety-five and nine hundredths metres (595,09 m), to the division line of lots 264 and 268 ; thence, azimuth 0°49', one hundred and twenty-two and one hundredths metres (122,01 m), following the division line of lots 264 and 268 of the township of Shefford, to the southwestern limit of the right of way of the railroad (lot 1346) ; thence in a general northwesterly direction, following the southwestern limit of the right-of-way of the railroad to its meeting with the southern limit of the right of way of Range XI ; thence northwesterly, following the southern limit of the right of way of the said road to the division line of lots 6C and 7D of Range X ; thence northwesterly, following the southern limit of the right of way of Range XI for a distance of four hundred and fourteen and thirty-one hundredths metres (414,31 m) thence, azimuth 185°36', five hundred and five and sixteen hundredths metres (105,16 m), thence, azimuth 275°36', one hundred and twenty-one and ninety-two hundredths metres (121,92 m) ; thence, azimuth 5°36', one hundred and five and sixteen hundredths metres (105,16 m) ; thence northwesterly, following the southern limit of the right of way of Range XI for a distance of one hundred and ninety-four and thirty-seven hundredths metres (194,37 m) ; thence, azimuth 184°56', ninety-one and forty-four hundredths metres (91,44 m) ; thence, azimuth 274°56', one hundred and thirty-two and fifty-nine hundredths metres (132,59 m) ; thence, azimuth 4°56', ninety-one and forty-four hundredths metres (91,44 m) ; thence northwesterly, following the southern limit of the right of way of Range XI to the starting point.

## **DIVISION II REGULATION**

**2.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**3.** A person may not be in possession of a hunting implement in the wildlife sanctuary.

**4.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**5.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**6.** In the wildlife sanctuary, the use of gas and diesel motors is prohibited on the lake, except by employees of the Department acting in the performance of their duties.

**7.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements and structures as he deems expedient in the wildlife sanctuary.

**8.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**9.** In the wildlife sanctuary, a person may not :

(a) fell or mutilate trees or underbrush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings and furnishings.

**10.** Dogs are not permitted in the wildlife sanctuary except for seeing-eye dogs accompanying their masters and bloodhounds used in search operations.

**11.** The use of motorcycles, all terrain vehicles or mini bikes is permitted only in the areas specifically laid out for

vehicle traffic, except by employees of the Department acting in the performance of their duties.

**12.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**13.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**14.** Cross-country skiing in the wildlife sanctuary is permitted only on the trails laid out for this purpose, and snowshoeing is permitted only in designated areas specified for this purpose.

**15.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**16.** A person who has access to or travels in the wildlife sanctuary for purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**17.** Every fisherman must show his catch for purposes of counting and weighing.

**18.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wild-life sanctuary.

CADASTRE OFFICIEL	PAROISSE DE STE-PUDENTIENNE
" "	CANTON DE SHEFFORD
MUNICIPALITES	PAROISSE DE STE-PUDENTIENNE
"	PAR. DE ST-JOACHIM-DE-SHEFFORD

SHEFFORD  
SHEFFORD  
SHEFFORD  
1289.9 ha  
PLAN P-7746-1

RESERVE FAUNIQUE  
DE LA RIVIERE YAMASKA

3



c. C-61, r.79

**Regulation respecting the salmon river wildlife sanctuaries of Cap-Chat, Dartmouth, Matane, Matapédia, Moisie, Patapédia, Petite Cascapédia, Petit-Saguenay, Port-Daniel, Ristigouche, Sainte-Anne, Saint-Jean and York**

Wild-life Conservation Act  
(R.S.Q., c. C-61)

**DIVISION I  
ESTABLISHMENT AND TERRITORIAL  
DESCRIPTION**

**1.** The following territories whose plans appear in Schedules A to M and described in this section are established as wildlife sanctuaries known as “rivière Cap-Chat Sanctuary, rivière Dartmouth Sanctuary, rivière Matane Sanctuary, rivière Matapédia Sanctuary, rivière Moisie Sanctuary, rivière Patapédia Sanctuary, rivière Petite Cascapédia Sanctuary, rivière Petit-Saguenay Sanctuary, rivière Port-Daniel Sanctuary, rivière Ristigouche Sanctuary, rivière Sainte-Anne Sanctuary, rivière Saint-Jean Sanctuary and rivière York Sanctuary” :

(a) **Rivière Cap-Chat Sanctuary** : the rivière Cap-Chat Sanctuary is described as follows : a territory situated in the county municipality of Gaspé-Ouest and consisting of :

- i. rivière Cap-Chat, from its source to the division line of lots 2 and 3 of Range IV in the township of Romieu ;
- ii. rivière Petite-Cap-Chat, from its source to its mouth in rivière Cap-Chat ;
- iii. a strip of land 3 chains in width on each side of the watercourses or portions of the watercourses described in subparagraphs i and ii ;

(b) **Rivière Dartmouth Sanctuary** : The rivière Dartmouth Sanctuary is described as follows : a territory situated in the county municipality of Gaspé and consisting of :

- i. that portion of rivière Dartmouth, belonging to the Crown, between its mouth (determined by a line joining 2 boundary markers about thirty feet downstream from the Cortéréal bridge, one located on lot 15, Range I, in the

township of Sydenham ; the other located on lot 31, Dartmouth Range, in the township of Baie-de-Gaspé-Sud), and lac Dartmouth, in the township of Larocque ;

- ii. that portion of ruisseau De Beaujeu, belonging to the Crown, from its mouth in rivière Dartmouth to its source ;

- iii. a strip of land 3 chains in width on Crown land and, on private lots, wherever the reserve bordering rivers and lakes exists, along the watercourses described in subparagraphs i and ii ;

(c) **Rivière Matane Sanctuary** : The rivière Matane Sanctuary is described as follows : a territory situated in the county municipality of Matane and consisting of :

- i. that portion of rivière Matane lying between the rear line of the seigneurie de Matane and grand lac Matane, less the half-width of the river fronting lot 1, Range VII, in the township of Matane ;
- ii. the entire rivière Petite-Matane, from its source to its mouth, the said mouth lying in Range VIII, in the township of Tessier ;
- iii. a strip of land not more than 3 chains in width, along watercourses or portions of watercourses described in subparagraphs i and ii wherever the Crown is the owner ;

- iv. all Crown properties on that portion of rivière Matane and of its shores lying in the seigneurie de Matane ;

(d) **Rivière Matapédia Sanctuary** : The rivière Matapédia Sanctuary is described as follows : a territory situated in the county municipalities of Bonaventure and Matapédia and consisting of :

- i. the western half of rivière Matapédia fronting lots 3, 45, 46, 55 to 59 of Range I, rivière Matapédia, in the township of Matapédia ;
- ii. the eastern half of rivière Matapédia fronting lot 32, the northern portion of lots 37 (56 acres), as well as lots 38 and 42 of Range I, rivière Matapédia, in the township of Ristigouche ;
- iii. that portion of rivière Matapédia lying between the mouth of rivière Assémetquagan and the southern end of lac au Saumon ;
- iv. the reserve bordering rivers and lakes, wherever it exists, along rivière Matapédia on the lots described in subparagraphs i and ii as well as on the lots included in the territory described in subparagraph iii ;

(e) **Rivière Moisie Sanctuary** : The rivière Moisie Sanctuary is described as follows : a territory situated in the county municipality of Saguenay and consisting of 2 zones :

i. Zone A : that portion of rivière Moisie bounded upstream by a line joining the southeastern corner of lot E – North in the township of Moisie, and the northeastern corner of lot E-south in the township of Letellier, and downstream by the bridge on Highway 138 ;

ii. Zone B : that portion of rivière Moisie and of its estuary bounded upstream by Zone A and downstream by a line joining the eastern end of Pointe Moisie in the township of Letellier and the southwestern end of block A in the township of Moisie ;

(f) **Rivière Patapédia Sanctuary** : The rivière Patapédia Sanctuary is described as follows : a territory situated in the county municipalities of Bonaventure, Matapédia and Rimouski and consisting of :

i. that portion of rivière Patapédia belonging to Québec, between its mouth in rivière Ristigouche and parallel of latitude 48°N ;

ii. rivière Patapédia between the merging point of rivière Patapédia ouest with rivière Patapédia est and parallel of latitude 48°N ;

iii. rivière Patapédia ouest from the drainage of lac Patapédia to the merging point with rivière Patapédia est ;

iv. a strip of land 3 chains on the east side of the portion of the river described in subparagraph i wherever the reserve bordering rivers and lakes exists ;

v. a strip of land 3 chains on each side of the watercourses described in subparagraph ii and iii ;

(g) **Rivière Petite Cascapédia Sanctuary** : The rivière Petite Cascapédia Sanctuary is described as follows : a territory situated in the county municipalities of Bonaventure and Gaspé-Ouest and consisting of :

i. rivière Petite Cascapédia in the counties of Bonaventure and Gaspé-Ouest from its source, including its eastern and western branches, to the northern line of Range V in the township of New Richmond, as well as a strip of land measuring 3 chains on each side of the said river and its 2 branches ;

ii. that portion of Ranges I and II in the township of Flahault, in the country of Bonaventure lying between the division line of lots 46 and 47 for the one part and 58 and 59 for the other part of these 2 ranges, with an added strip of land 1 mile in width lying between the southwestern ex-

tension of the said lines of the said lots, of Range II in the country of Flahault ;

(h) **Rivière Petit-Saguenay Sanctuary** : The rivière Petit-Saguenay Sanctuary is described as follows : a territory situated in the township of Dumas, in the county municipality of Chicoutimi and consisting of :

i. that portion of rivière Petit-Saguenay, belonging to the Crown, lying between the dam situated on lot 24, of Range I, Petit-Saguenay est and its mouth in rivière Saguenay ;

ii. that portion of rivière du Portage lying between the point where it flows into Range I, Petit-Saguenay ouest and its mouth in rivière Petit-Saguenay ;

iii. a strip of land 3 chains in width on Crown lands and, on private lots, wherever the reserve bordering rivers and lakes exists, along the watercourses described in subparagraphs i and ii ;

(i) **Rivière Port-Daniel Sanctuary** : The rivière Port-Daniel Sanctuary is described as follows :

i. rivière Port-Daniel in the county municipality of Bonaventure, from its source to the lateral line between lots 25 and 26 of Range VI of the original survey of the township of Port-Daniel ;

ii. a strip of land 3 chains in width from the west short of rivière Port-Daniel-Nord described in subparagraph i ;

iii. a strip of land 3 chains in width on the eastern side of the following portions of rivière Port-Daniel-Nord :

(A) from the lateral line between lots 25 and 26 of Range VI of the township of Port-Daniel to the line between Ranges VII and VIII of the said township ;

(B) in the township of Weir ;

(j) **Rivière Ristigouche Sanctuary** :

**Lot 17-A, Range one, rivière Ristigouche (Portion)** : a certain piece of land or site situated in the county municipality of Bonaventure, in the first Range, rivière Ristigouche, in the township of Ristigouche, known and designated as being part of lot number seventeen-A (part 17-A) in the official cadastre for the said range and township, measuring one rod deep over the entire width of the said lot and bounded as follows : northwesterly by the remainder of the said lot belonging to Huston Ferguson or representatives ; northeasterly by lot 16 belonging to Mrs. Germaine Doucet or representatives and Madawaska Corporation ; southeasterly by rivière Ristigouche ; and southwestly by lot 18-A, belonging to Hiran Firlotte or representatives ; with all river rights attached thereto including fishing rights ;

**Lot 19-A, Range one, rivière Ristigouche (Portion) :** a certain piece of land or site situated in the county municipality of Bonaventure, in the first Range, rivière Ristigouche, in the Township of Ristigouche, known and designated as being part of lot number nineteen-A (part 19-A) in the official cadastre for the said range and township, measuring 2 rods deep over the entire width of the said lot and bounded as follows : northeasterly by lot 18-B, belonging to Mrs. Olive McDougall or representatives ; southeasterly by rivière Ristigouche ; northwesterly by the remainder of the said lot belonging to L. Hetherington and Isabelle Hume Word or representatives ; and southwesterly by lot number nineteen-B belonging to Murray Adams or representatives ; with all river rights attached thereto, including fishing rights ;

**Lot 20-E, Range one, rivière Ristigouche (Portion) :** a certain piece of land or site situated in the county municipality of Bonaventure, in the first Range, rivière Ristigouche, in the township of Ristigouche, known and designated as being part of lot number twenty-E (part 20-E) in the official cadastre for the said range and township, including the entire distance between rivière Ristigouche and the Canadian National Railway line over the entire width of the said lot and bounded as follows : northwesterly by the Canadian National Railway line ; southwesterly and southeasterly by rivière du Moulin and rivière Ristigouche and northeasterly by lot 20-F belonging to Olive McDougall or representatives ; with all river rights attached thereto, including fishing rights ;

**Lot 21, Range one, rivière Ristigouche (Portion) :** a certain piece of land or site situated in the county municipality of Bonaventure, in the first Range, rivière Ristigouche, in the township of Ristigouche, known and designated as being part of original lot number twenty-one (part 21) in the official cadastre for the said range and township, including the entire distance between the Canadian National Railway line and rivière Ristigouche over the entire width of the said lot and bounded as follows : northwesterly by the Canadian National Railway line (No. 83) ; southeasterly by rivière Ristigouche ; northeasterly by lot Ac belonging to Olive McDougall or representatives ; and southwesterly a portion of lot 22-A, described below ;

**Lot 22-A, Range one, rivière Ristigouche (Portion) :** a certain piece of land or site situated in the county municipality of Bonaventure, in the first Range, rivière Ristigouche, in the township of Ristigouche, known and designated as being part of lot twenty-two A (part 22-A) in the official cadastre for the said range and township, measuring 2 rods deep over the entire width of the said lot and bounded as follows : northwesterly by the remainder of the said lot belonging to Bliss Grégoire or representatives ; northeasterly and southeasterly by rivière Ristigouche and a

stream ; and southwesterly by a portion of lot 23-B, described below ;

**Lot 23-A-B-C, Range one, rivière Ristigouche (Portion) :** a certain piece of land or site situated in the county municipality of Bonaventure in the first Range, rivière Ristigouche, in the township of Ristigouche, known and designated as being part of lots 23-A-B-C in the official cadastre for the said range and township, measuring 2 rods deep over the entire width of the said lots and bounded as follows : northwesterly by the remainder of the said lots belonging to Wayne Nicol and Marguerite G. Duncan or representatives ; northeasterly by a portion of lot 22-A described below ; southeasterly by rivière Ristigouche ; and southwesterly by lot 24-A belonging to Marguerite G. Duncan or representatives.

The half-width of rivière Ristigouche fronting lots 17-A to 23-C, of Range I, rivière Ristigouche, township of Ristigouche ;

(k) **Rivière Sainte-Anne Sanctuary :** The rivière Sainte-Anne Sanctuary is described as follows : a territory situated in the county municipality of Gaspé-Ouest and consisting of :

- i. that portion of rivière Sainte-Anne, belonging to the Crown, lying between its mouth at Sainte-Anne-des-Monts and the northern limit of the parc de la Gaspésie ;
- ii. a strip of land 3 chains in width on Crown lands and, on private lots, wherever the reserve bordering rivers and lakes exists, along the watercourses described in subparagraph i ;

(l) **Rivière Saint-Jean Sanctuary :** The rivière Saint-Jean Sanctuary is described as follows : a territory situated in the county municipality of Gaspé-Est and consisting of :

- i. that portion of rivière Saint-Jean lying between the southern extension of the line between lots 10 and 11 of Range II in the township of York for the one part and the southern extension of the line between lots 19 and 20 of Range II in the said township for the other part ;
- ii. that portion of rivière Saint-Jean lying between a point situated at the mouth of the effluent of lac Ross in the township of Baillargeon and the merging point of rivière Saint-Jean and rivière Saint-Jean-Sud ;
- iii. ruisseau Sauvage, from its source to its mouth in rivière Saint-Jean ;
- iv. a strip of land 3 chains in width on Crown lands and, on all private lots, wherever the reserve bordering riv-

ers and lakes exists, along the watercourses described in subparagraphs i, ii and iii;

**(m) Rivière York Sanctuary :**

i. that portion of rivière York lying between the extension into the said river of the right bank of ruisseau Patch in the township of Fletcher and the extension into the said river of the division line of blocks 47 and 48 in the township of Laforce ;

ii. a strip of land 3 chains on each side of the portion of rivière York described in subparagraph i.

**DIVISION II  
REGULATION**

**2.** In order to fish for salmon in one of the wildlife sanctuaries specified in Column I of Schedule N, every fisherman must hold a provincial salmon fishing licence and a right of access issued by the Ministère du Loisir, de la Chasse et de la Pêche.

**3.** A right of access is not required for Québec residents in Zone B of the Wildlife Sanctuary of rivière Moisie.

**4.** Only residents may hold a right of access in Sector I of the Patapédia salmon river.

**5.** Salmon fishing access plans, described in this section, are listed for each wildlife sanctuary in Column III of Schedule N :

Plan A : one-day fishing, without guide or canoe, telephone reservations to be made 48 or 24 hours in advance.

Plan B : fishing for one day or more, no stayover, without guide or canoe.

Plan C : fishing for one day or more, no stayover, with guide and canoe.

Plan D : fishing with stayover in a tent, without guide or canoe. (The tent, the canoe, and the services of the guide are not provided).

Plan E : fishing with stayover, guide and canoe. (Includes : food, lodging, the services of the guide and the canoe).

Plan G : one-day fishing, without reservation.

For plans B and C, the reservation is for a maximum of 2 persons per reservation for a maximum of 4 days on the rivers.

**6.** The cost of the access plans described in section 5 is fixed in column V for residents, and in Column VI for non-

resident Canadians and aliens, and the open season dates appear in Column IV of Schedule N.

**7.** Fishing is permitted only on the days and in the areas specified on the right of access.

**8.** Fishermen who catch a salmon must take it, whole, to be measured and recorded, to the place designated for that purpose.

**9.** A duly authorized officer of the Ministère du Loisir, de la Chasse et de la Pêche may take a sample of any part of a salmon for scientific purposes.

**10.** Camping stayovers are permitted in Sector I in the Wildlife Sanctuary of rivière Patapédia.

**11.** Swimming is permitted in the Wildlife Sanctuary of rivière Moisie for a distance of 600 metres above Highway 138. However, swimmers must keep within 100 metres of the shore.

**12.** It is prohibited to land an aircraft in the water in the Wildlife Sanctuary of rivière Moisie.

**13.** Outboard motors are permitted in the Wildlife Sanctuary of rivière Moisie ; however, no outboard motor may exceed 20 HP.

**14.** Fishermen must deposit refuse in the containers or places provided for that purpose.



ST. LAURENT

ALLUVE

CAP-CHAT-EST

PONTE AU BOURG

CAP-CHAT

PETITE FOSSE

PONDERIE

PETITS-CAP-CHAT

RUISSEAU DU PETIT CHOUIN

RUISSEAU LAPOSTOLLE

RUISSEAU ROMAIN

RUISSEAU QUEL'EST

CHICS/CHOC

FARIBAULT

MINISTÈRE DU TOURISME  
DE LA CHASSE ET  
DE LA PÊCHE

RÉSERVE FAUNIQUE  
DE LA  
RIVIÈRE CAP-CHAT

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MILLE

**LEGENDE**

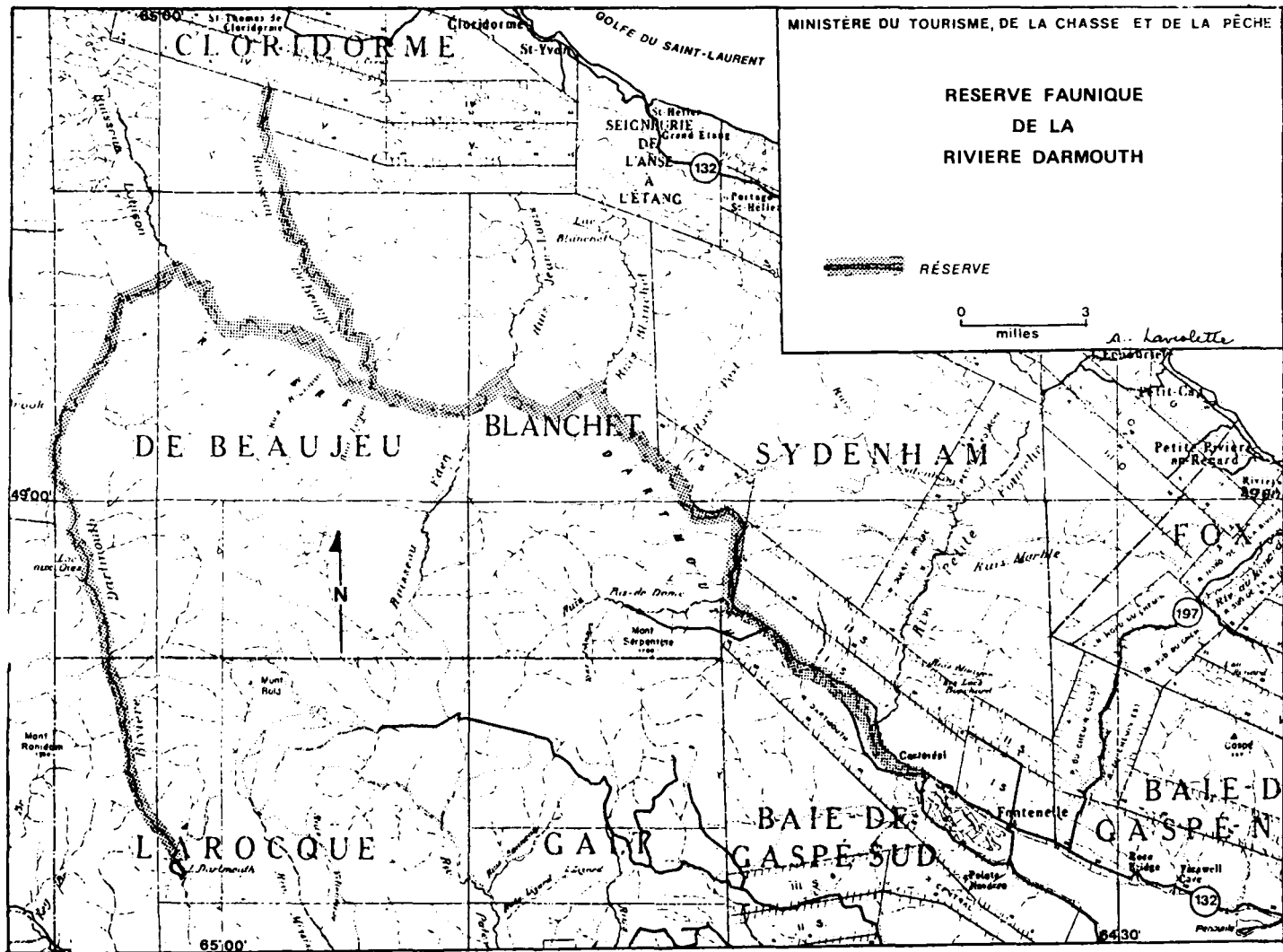
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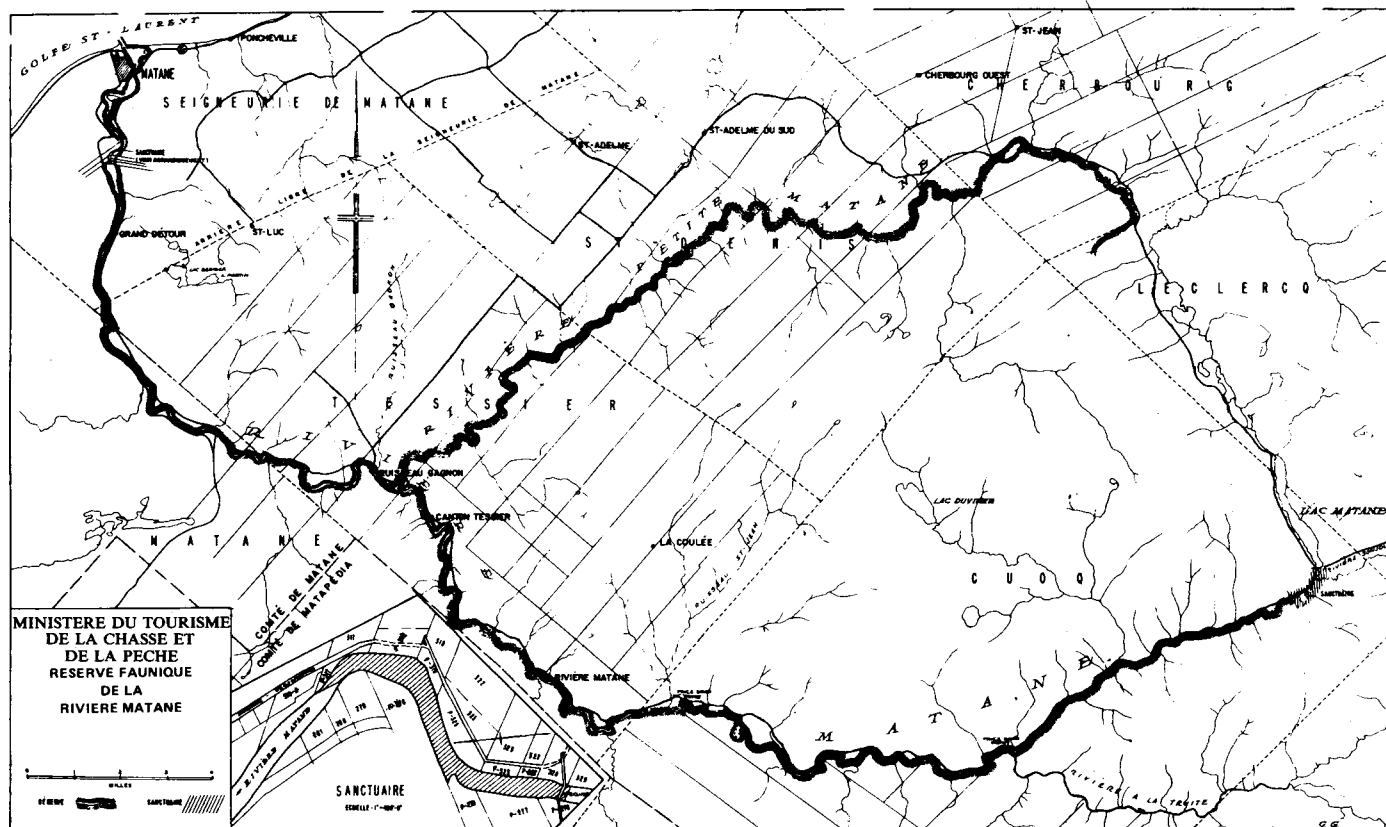
RÉSERVE DE CHASSE ET DE PÊCHE DES CHICS CHOC

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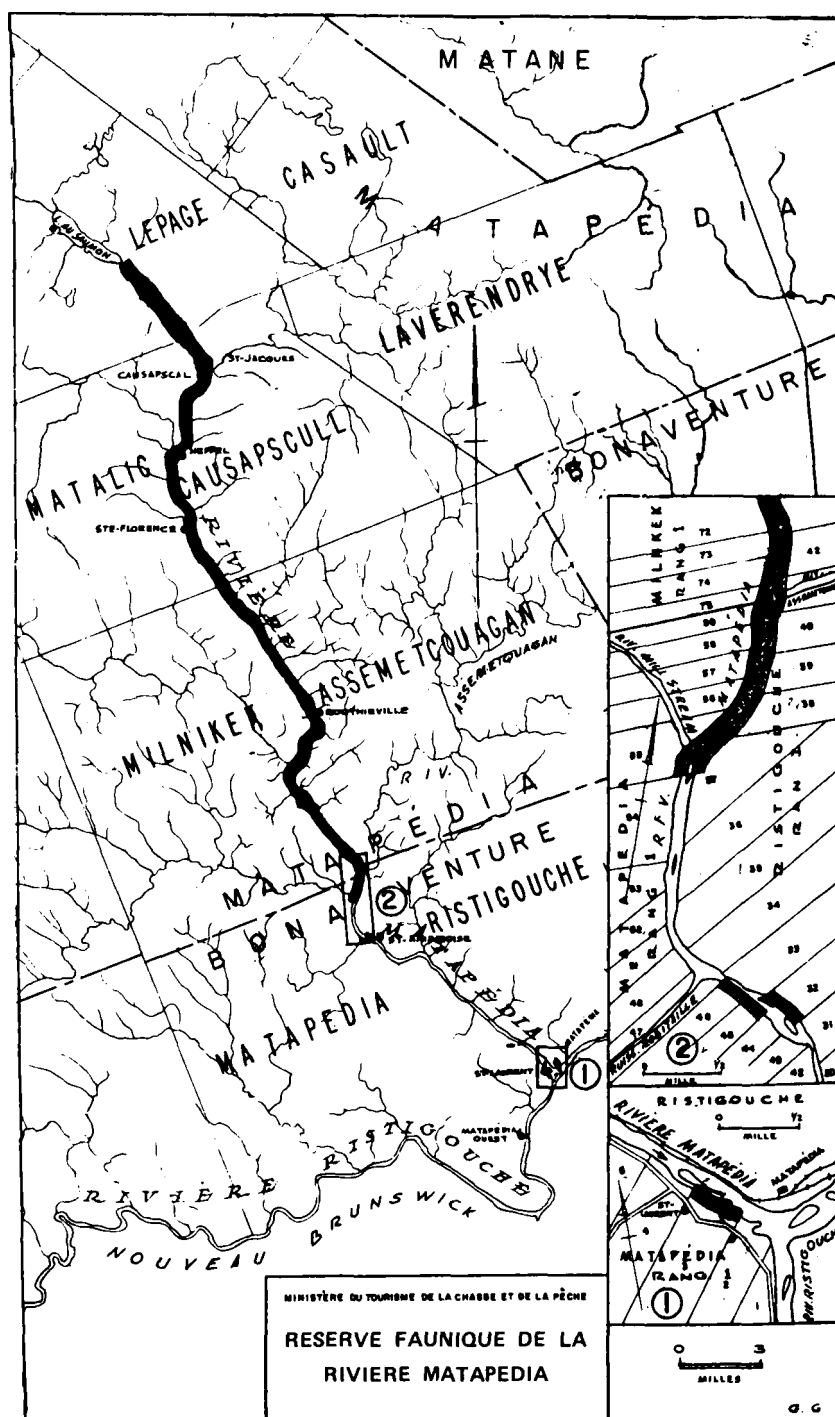
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**SCHEDULE C**  
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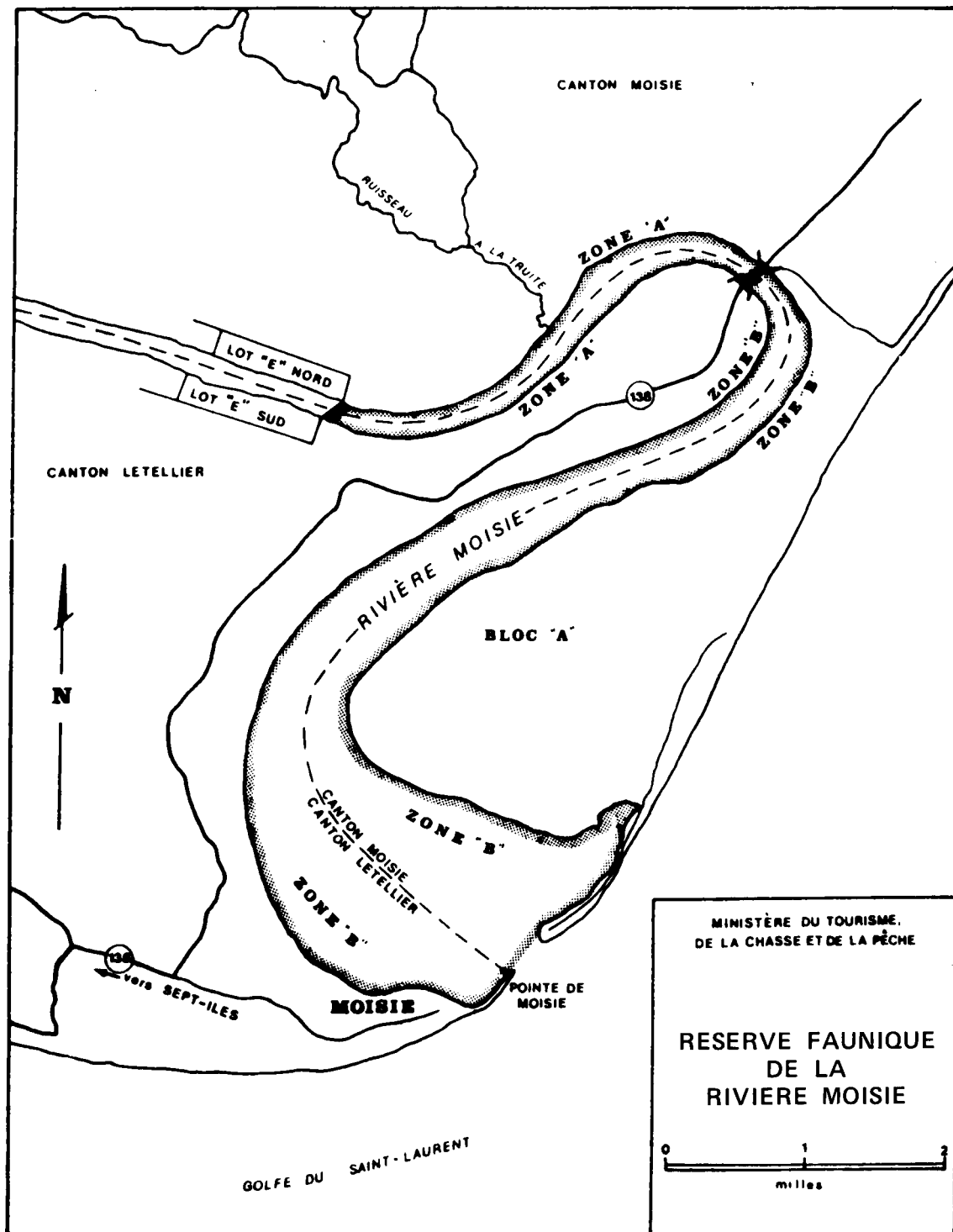


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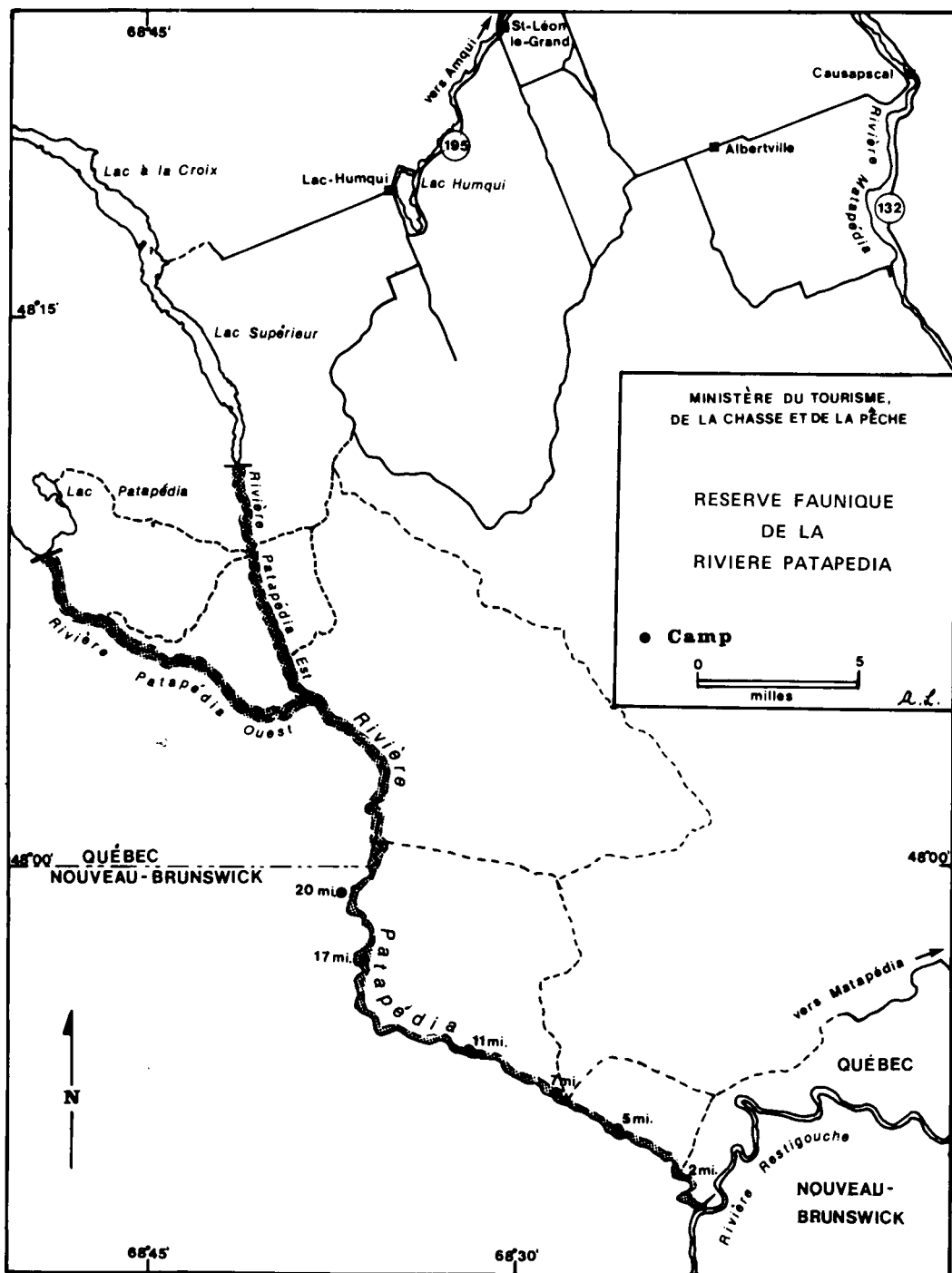
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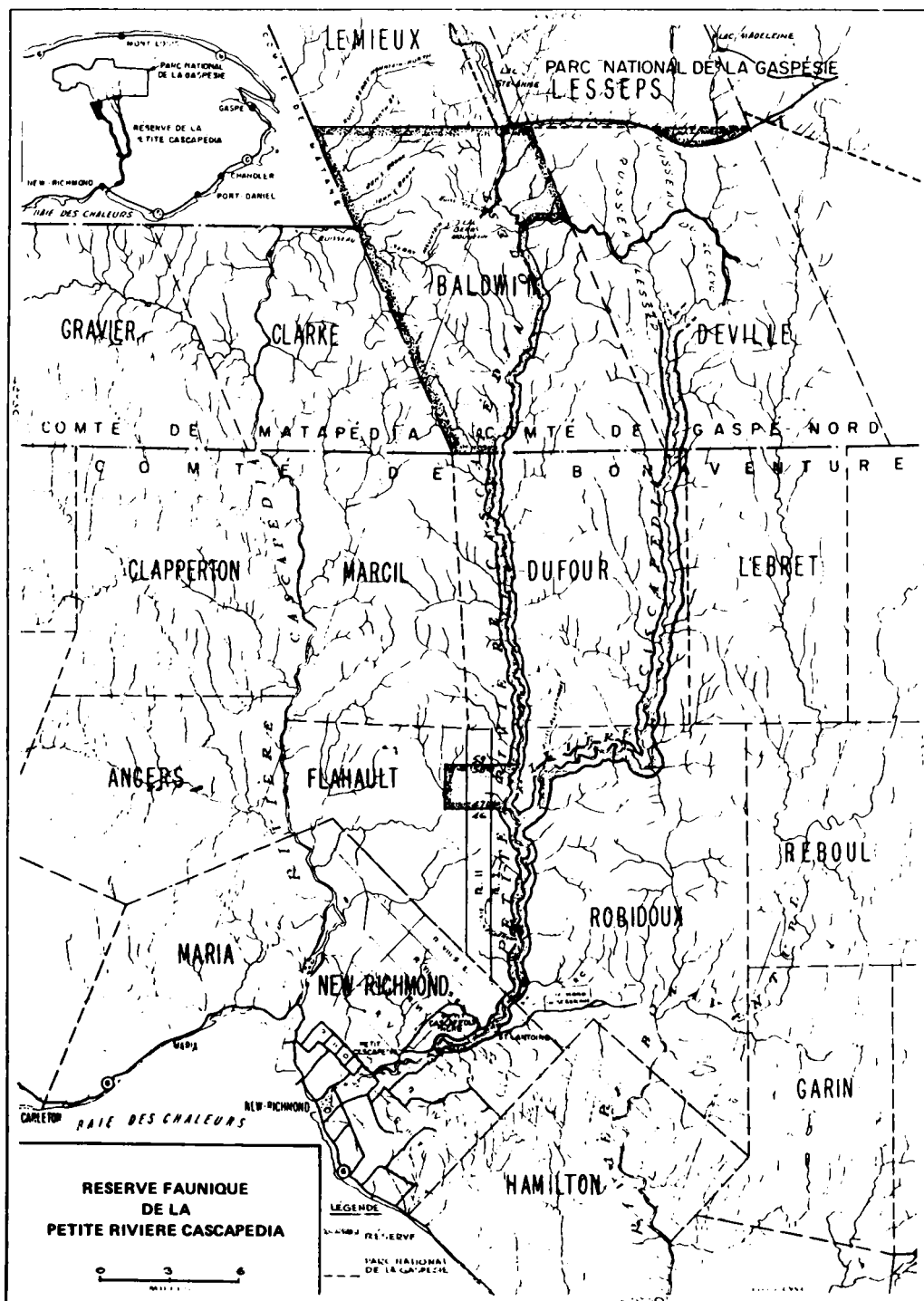
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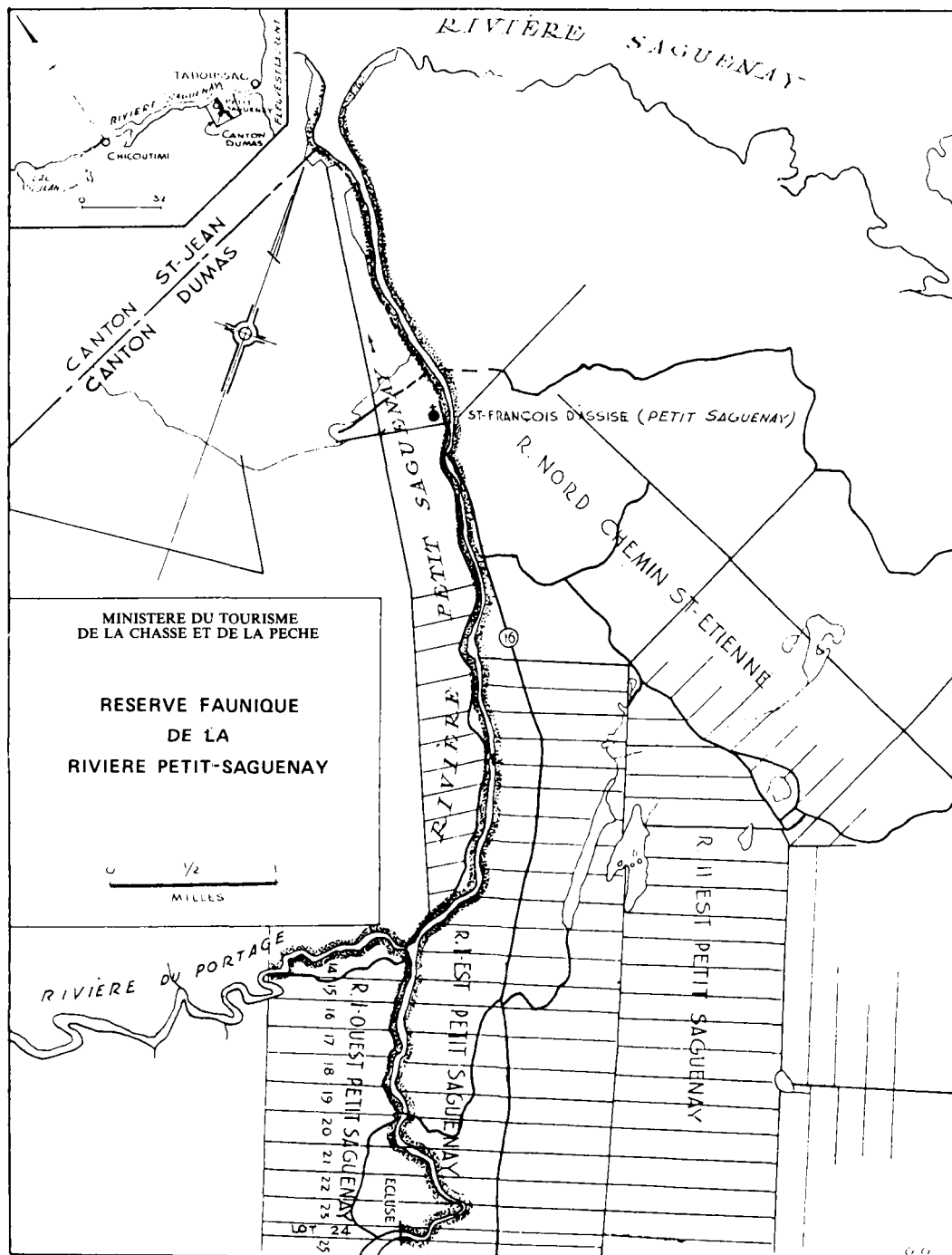
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## SCHEDULE H

(s. 1)

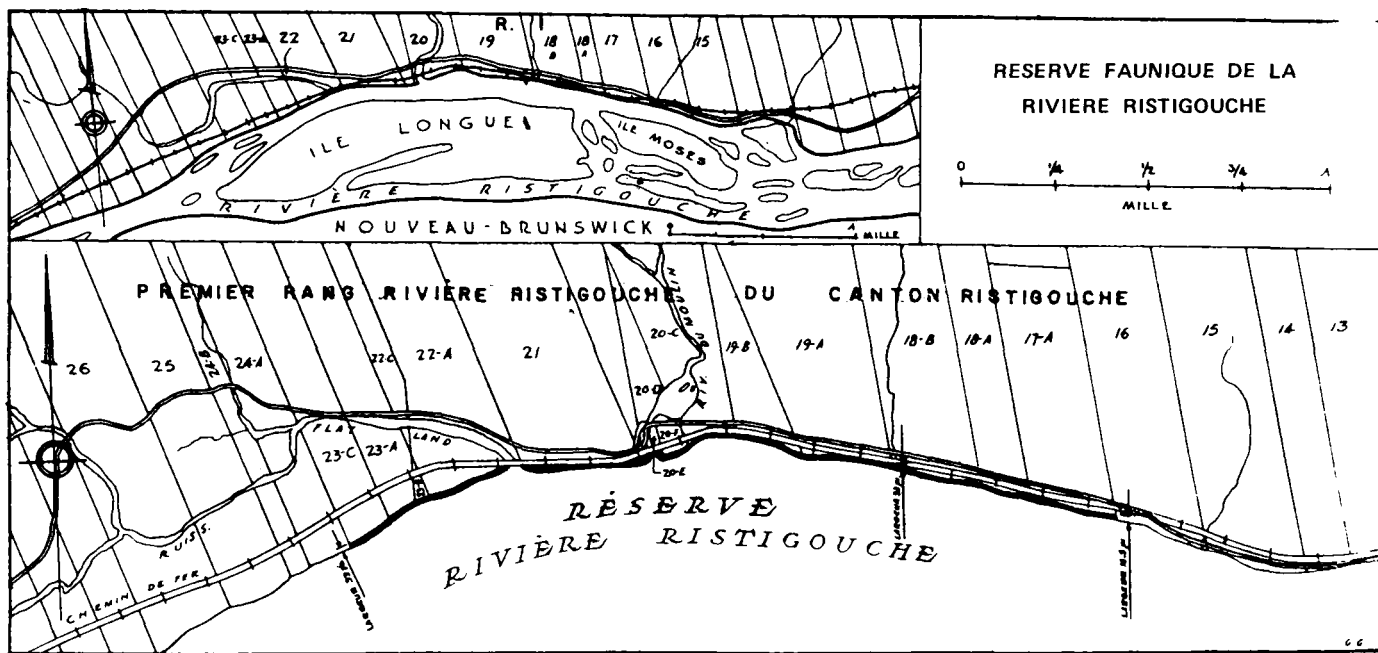




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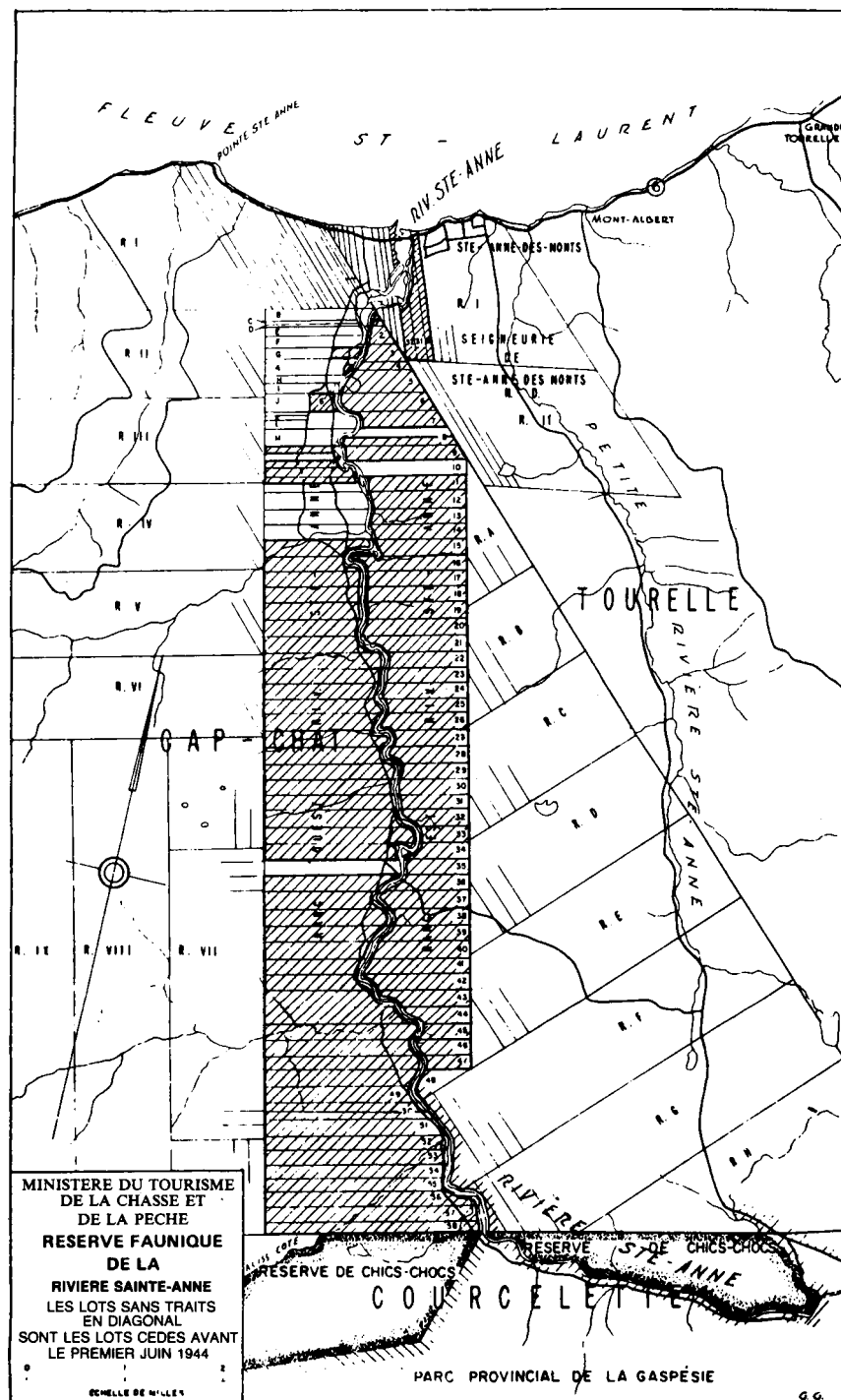


**SCHEDULE J**  
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# SCHEDULE K

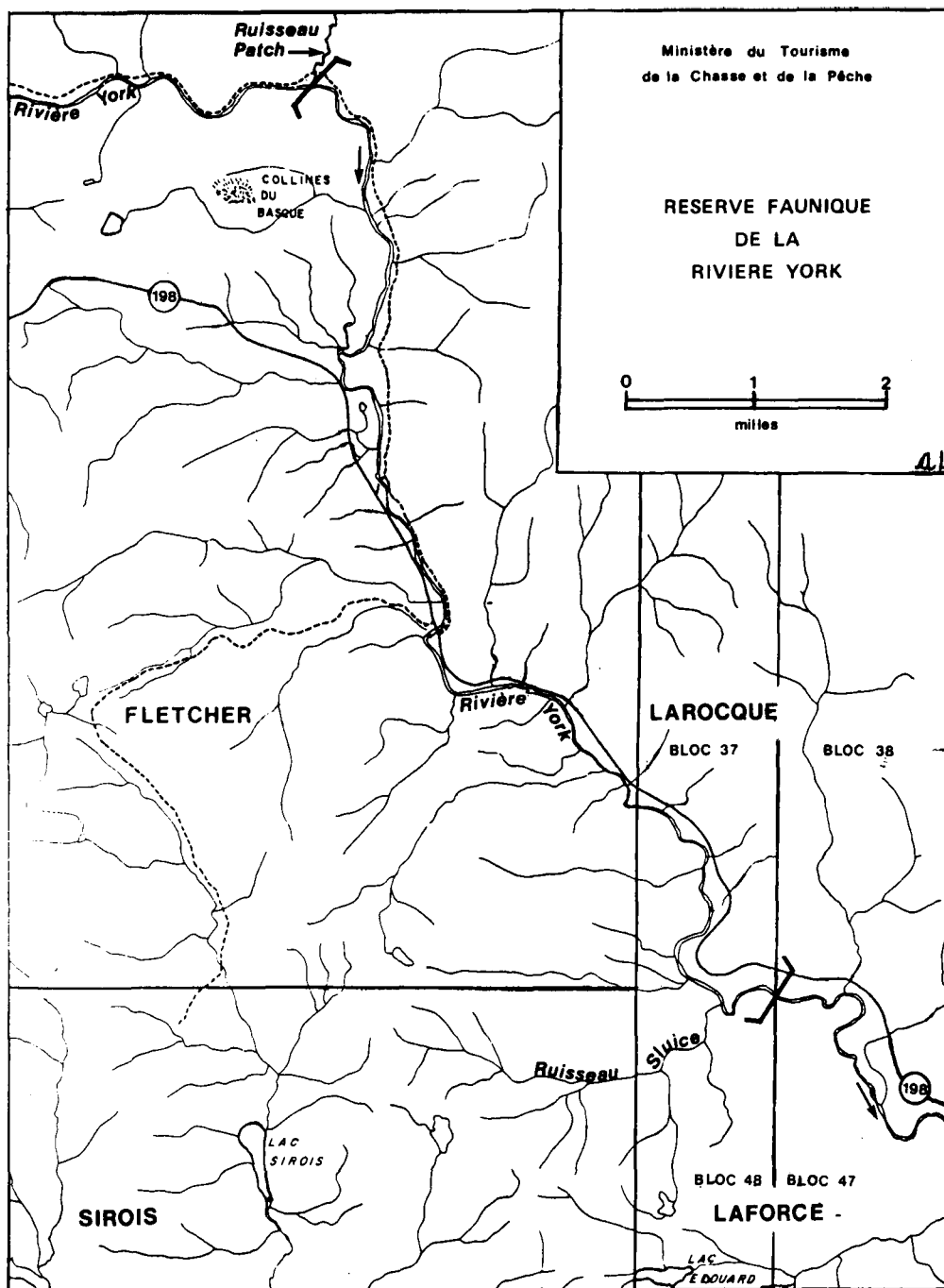
(s. 1)



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## SCHEDULE M

(s. 1)



**SCHEDULE N**

(ss. 2 and 5)

**WILDLIFE SANCTUARIES**

<b>Wildlife sanctuaries</b>	<b>Zones or sectors</b>	<b>Plans</b>	<b>Open season dates</b>	<b>Daily rates per person in dollars</b>	
				<b>Residents</b>	<b>Non-residents</b>
<b>Column (I)</b>	<b>(II)</b>	<b>(III)</b>	<b>(IV)</b>	<b>(V)</b>	<b>(VI)</b>
Petit-Saguenay	sector 1	G	06/01 — 08/31	10	25
Petit-Saguenay	sector 2	A	06/15 — 08/31	25	50
Matane	sector 1	G	06/15 — 09/30	10	25
Matane	sector 3	G (a)	06/15 — 09/30	10	25
Matane	sector 3	G (b)	06/15 — 08/31	10	25
Petite Patapédia	sector 1	A	06/01 — 08/31	15	—
Patapédia	sector 2	D	06/01 — 08/31	15	—
Patapédia	sector 3	A	06/01 — 08/31	15	30
Matapédia	public sector	G	06/01 — 08/31	10	25
Matapédia	upstream sector	G	06/01 — 08/31	5	15
	sector Glen Emma				
Matapédia	MacDonnell	C	06/01 — 06/19	115	145
	sector Glen Emma				
Matapédia	MacDonnell	C	06/20 — 08/20	130	175
	sector Glen Emma				
Matapédia	MacDonnell	C	08/21 — 08/31	115	145
Ristigouche	—	G	06/01 — 08/31	10	25
Cap-Chat	—	G	06/15 — 07/20	10	25
Cap-Chat	—	A, B	07/21 — 08/31	15	30
Sainte-Anne	downstream sector	A, B	06/15 — 08/31	15	30
Sainte-Anne	central sector	B	06/20 — 08/31	25	50
Sainte-Anne	Gîte sector	B	06/24 — 08/31	25	50
Petite Cascapédia	—	A, B	06/19 — 08/31	15	30
Saint-Jean	downstream sector	A, B	06/01 — 08/31	15	30
Saint-Jean	upstream sector	E	06/14 — 08/09	250	320
Saint-Jean	upstream sector	E	08/10 — 08/31	220	260
York	—	A	06/05 — 08/31	15	30
Port-Daniel	—	G	06/15 — 09/30	10	25
Dartmouth	sector 1, 3	G	06/01 — 08/31	10	25
Dartmouth	sector 2	A	06/01 — 08/31	25	50
Moisie	zone A	G	06/01 — 09/15	10	25
Moisie	zone B	G	06/01 — 09/15	free	15

O.C. 2067-80, (1980) 112 G.O.II, 3683 and (1981) 113 G.O.II, 2527

O.C. 2068-80, (1980) 112 G.O.II, 3703

O.C. 2069-80, (1980) 112 G.O.II, 3707

O.C. 2070-80, (1980) 112 G.O.II, 3709

O.C. 3363-80, (1980) 112 G.O.II, 4447

O.C. 3364-80, (1980) 112 G.O.II, 4449

O.C. 868-81, (1981) 113 G.O.II, 1103 and 2017

O.C. 2238-81, (1981) 113 G.O.II, 3036



c. C-61, r.80

## Regulation respecting the Rouge-Matawin Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory, whose plan appears in Schedule A and described in this section is established as a wildlife sanctuary named the "Rouge-Matawin Wildlife Sanctuary" :

A territory situated in the townships of : Cousineau, Nantel, Jamet, Viel, Lynch, Legendre, Olier, French, Forbes, Gouin, Lusignan, Laverdière, Lenoir, Charland, Maisonneuve and in an unorganized territory, in the counties of : Labelle, Montcalm, Joliette and Berthier ; covering an area of 1 635 km<sup>2</sup> and whose perimeter is described as follows :

Starting from a point situated at the intersection of the southeast shore of the effluent of lac Caussy with the north end of the division line between lots 25 and 26 of Range VIII in the township of Lynch ; thence northeasterly the northwest limit of Range VIII to the intersection with a line parallel at 200 metres west of the west limit of the right of way of the road to ruisseau Froid, skirting lac Caussy to the southeast ; thence in a general northern direction, a line parallel at 200 metres west of the western limit of the right of way of the road to ruisseau Froid to the division line between the townships of Viel and Lynch ; thence northwesterly the division line between the townships of Viel and Lynch to a parallel line at 60 metres west of the right bank of rivière Rouge ; thence following general northerly, northwesterly and northeasterly directions a line parallel at 60 metres west of the right bank of rivière Rouge at the intersection with a line parallel at 60 metres west of the west limit of the right of way of the road to lac Rouge ; thence in a general northerly direction, following said parallel line at 60 metres west of the west limit of the right of way of the road leading to lac Rouge to the intersection with the northwesterly boundary line of the township of Lenoir ; thence, northeasterly, said northwest boundary of the township of Lenoir to the division line between townships Lenoir and Dupont, skirting the bank of the lac Hachette to the northwest and northeast ; thence, southeasterly the division line between the townships of

Lenoir and Dupont, skirting the lakes on the way to the west bank ; thence, southeasterly the division line between the townships of Laverdière and Charland over a distance of 1 770 metres from the western corner of the Township of Charland ; thence, an altitude line whose azimuths and distances are : 41°00' — 966 metres ; 15°00' — 1 930 metres ; 51°00' — 3 220 metres ; 72°00' — 2 570 metres ; 180°00' — 3 860 metres ; 144°00' — 2 570 metres ; 181°00' — 2 090 metres ; 155°00' — 643 metres ; 138°00' — 1 450 metres ; 175°00' — 2 410 metres ; 164°00' — 3 220 metres, to the division line of the townships of Lusignan and Maisonneuve ; thence southeasterly the division line between the townships of Lusignan and Maisonneuve to the west bank of lac Lusignan skirting to the west bank of the lake met ; thence in a general south direction, the west bank of lac Lusignan to the division line between the townships of Gouin and Lusignan ; thence southwesterly said division line to the intersection with a line parallel 60 metres east of the east limit of the right of way of the road east of lac Donsil ; thence southwesterly said boundary to the intersection with the extension of the west boundary of lot 32 Range VIII of the township of Gouin ; thence southeasterly, said boundary to the intersection with the south boundary of the right of way of the road along rivière Matawin skirting lac de la Ligne to the east ; thence northwesterly and southwesterly, said right of way to the southwest boundary of the township of Gouin ; thence northwesterly, said boundary to the intersection with the right bank of rivière Matawin ; thence northwesterly, the right bank of rivière Matawin to the right bank of the tributary of rivière Matawin, point whose UTM coordinates are : 5 159 000 m.N and 561 000 m.E. ; thence southwesterly, following said bank and the east bank of an unidentified lake to its south end, point whose UTM coordinates are : 5 157 900 m.N. and 560 250 m.E. ; thence southwesterly, a straight line meeting the north end of lac Vélenne, thence southeasterly, the west bank of said lake to its south end ; thence southwesterly, a straight line to a point situated on the left bank of ruisseau Cyprès whose UTM coordinates are : 5 154 000 m.N. and 558 800 m.E. ; thence southwesterly, said bank to its mouth in lac McLaren ; thence southwesterly, northwesterly then southeasterly, the north and west bank of said lake to the south boundary of the right of way of a road to lac Catherine ; thence southwesterly, southerly then westerly, the southeast boundary east and south of said road to the east end of lac Catherine ; thence westerly, the north bank of said lake to the south bank of the effluent of lac Milune ; thence westerly, a broken line whose apexes are identified by the following UTM coordinates : 5 145 750 m.N. ;

551 600 m.E. ; 5 145 800 m.N. ; 550 500 m.E. ; 5 146 100 m.N. ; 549 700 m.E. ; 5 146 100 m.N. ; 549 160 m.E. ; 5 146 300 m.N. ; 547 500 m.E. ; 5 146 000 m.N. ; 546 000 m.E. ; 5 145 850 m.N. ; 544 600 m.E. ; 5 145 850 m.N. ; 543 760 m.E. ; this last point being situated on the west boundary of the right of way of the road to lac Rolland ; thence southerly and westerly, following said boundary to the right bank of ruisseau Beaulieu ; thence westerly then northerly, said bank to the left bank of the rivière du Diable ; thence northerly, said bank to a point whose UTM coordinates are : 5 149 250 m.N. and 544 200 m.E. ; thence westerly, a straight line crossing the rivière du Diable to the left bank of the effluent of lac Crowfoot ; thence northerly, the left bank of the effluent of lac Crowfoot, the east bank of lac Crowfoot to its north end ; thence easterly, a straight line meeting the south end of lac Vidal ; thence northerly, the southeast bank of lac Vidal to a point whose UTM coordinates are : 5 152 750 m.N. and 544 400 m.E. ; thence southeasterly, a straight line to the left bank of the effluent of lac Aux Herbes flowing into lac Montcourt, point whose UTM coordinates are : 5 152 000 m.N. and 545 950 m.E. ; thence northeasterly, a straight line meeting the southeast end of Petit Lac Aux Herbes, point whose UTM coordinates are : 5 152 200 m.N. and 546 325 m.E. ; then northerly, the east bank of said lake to its north end ; thence northerly, in a straight line meeting the right bank of a tributary of lac Aux Herbes ; a point whose coordinates are : 5 153 300 m.N. and 546 600 m.E. ; thence northerly, the right bank of said tributary, the left bank of the effluent of lac Sancerre, the east bank of lac Sancerre to its north end ; thence northerly, a broken line whose apexes are identified by the following UTM coordinates : 5 155 250 m.N. ; 546 450 m.E. ; 5 156 000 m.N. ; 546 550 m.E. ; 5 156 700 m.N. ; 546 950 m.E. ; 5 157 850 m.N. ; 546 550 m.E. ; 5 160 000 m.N. ; 545 440 m.E. ; this last point being situated on the division line between the counties of Joliette and Montcalm ; thence northwesterly, said boundary to a point whose UTM coordinates are 5 162 300 m.N. and 543 150 m.E. ; thence southwesterly, a straight line meeting the northeast end of lac Jamet, a point whose UTM coordinates are : 5 158 900 m.N. and 537 950 m.E. ; thence following general southeasterly, southwesterly, northerly then southwesterly directions, the east, south and west bank of lac Jamet and the left bank of rivière Jamet to its mouth in lac des Sucreries skirting the lakes met to the east ; westerly the south bank of lac des Sucreries to the left bank of rivière Macaza ; thence southwesterly, the left bank of rivière Macaza to his mouth in lac Sapin ; thence southwesterly and northwesterly, the southeast and southwest bank of lac Sapin to the most northerly intersection with the boundary line of the counties of Montcalm and Labelle ; thence northwesterly, said boundary line to the starting point.

To be added are the following roads with a 20 metre right of way :

(1) section of Highway No. 1 from Barrière Saint-Donat to the intersection with Highway No. 3 ; together with section of Highway No. 3 from said intersection to Barrière Saint-Guillaume ;

(2) section of Highway No. 35 from the intersection with Highway No. 3 to the north boundary line of parc du Mont-Tremblant ;

(3) section of Highway No. 2 from Barrière Macaza to the intersection with Highway No. 25 ; together with the section of Highway No. 25 from said intersection to the intersection with Highway No. 253 ; and the section of Highway No. 253 from said intersection to the meeting at the boundary line of parc du Mont-Tremblant ;

(4) section of Highway No. 251 from the intersection with Highway No. 25 to the boundary line of parc du Mont-Tremblant.

## DIVISION II REGULATION

### *§1. Interpretation*

**2. Definitions :** In this Regulation, unless the context indicates otherwise, the following mean :

“group camping ground” : a camping ground designed to accomodate organized groups of 12 to 36 persons ;

“recreational camping ground” : a camping ground designed to meet the needs of users who wish to enjoy recreation and camping in a natural setting for several days ;

“trail camping ground” : a camping ground designed to meet, in a natural setting, the lodging, recreational and educational needs of the user as he carries on a recreational activity ;

“short excursion” : an outing of less than one day, without an overnight stay ;

“long excursion” : a longer outing including canoeing with at least one overnight stay ;

“bunkhouse” : a building situated along an excursion route, accommodating groups of approximately 8 to 20 users for the night ;

“user” : person who has access to, or stays or travels in a wildlife sanctuary for recreational purposes.



## §2. Access

**3. Control of access :** A user who holds a right of access pass to carry on a recreational activity must return the pass to a reception station on leaving the wildlife sanctuary.

**4. Protection :** The superintendent may refuse a person or group admittance to part or all of the wildlife sanctuary if :

- (1) the safety of the persons would be in jeopardy ;
- (2) the facilities have reached or exceeded maximum capacity ;
- (3) a risk of serious damage to the environment exists.

**5. Work card :** Upon request by a reception officer or warden, a person who has access to, or stays or travels in the wildlife sanctuary for work purposes must produce a document proving that he has actually been assigned to such work.

**6. Conditions for staying in the sanctuary :** A person who has access to, stays in, or participates in an activity in the wildlife sanctuary for recreational purposes must respect the dates, times and places indicated on the right of access pass, where such a pass is required.

**7. Long excursion :** To participate in a long excursion, a person must obtain a right of access pass from the reception station, wildlife sanctuary office, or recording devices provided for the purpose, at a cost of 3 \$ per person per day for a bunkhouse, 3 \$ per campsite in a trail camping ground and 3 \$ per canoe per day for canoe tripping.

**8. Fishing :** To fish in the wildlife sanctuary, a person must hold a right of access pass, which costs 2 \$ per person per day for any species of fish.

However, a person who holds a right of access pass for long excursions is permitted to fish at no additional cost in lakes and rivers designated for the purpose at each reception station.

**9. Snowmobiles :** To use a snowmobile in the wildlife sanctuary, a person must hold a right of access pass, which costs :

- (1) day pass : 5 \$ per person ;
- (2) season pass : 25 \$ per person ;

(3) family season pass : 35 \$ including spouse and children 10 to 18 years of age.

**10. Group camping :** Any group belonging to an association working in the field of education or recreation in natural settings, with specialized staff and a defined program, may rent a group camping ground at 3 \$ per day per group of 12 persons.

**11. Recreational camping :** To rent a site at a recreational camping ground, a person must hold a right of access pass, which costs 3 \$ per day per site.

A person may not camp more than 14 consecutive days at a recreational camping ground.

## §3. General rules

**12. Protection of environment and equipment :** In the wildlife sanctuary, no user may :

- (1) fell or mutilate trees or bushes without a licence to cut timber issued by the Minister of Energy and Resources under the Lands and Forests Act (R.S.Q., c. T-9) ;
- (2) paint or deface natural formations such as rocks ;
- (3) dispose of waste or garbage elsewhere than in the places provided for that purpose ;
- (4) spread harmful substances such as oil, gas or pesticides ;
- (5) damage moveable or immoveable property belonging to the Gouvernement du Québec.

**13. Tidiness :** Every user must leave any place he has occupied and any equipment he has used clean and in good order.

**14. Dogs :** No dogs are allowed in the wildlife sanctuary.

**15. Hunting gear :** No person may be in possession of hunting gear in the wildlife sanctuary unless he holds a right of access pass for hunting in the sanctuary.

**16. Fishing gear :** No person may carry fishing gear in the wildlife sanctuary unless he holds a right of access pass for fishing. Any person who does not hold a right of access pass for fishing must transport any fishing gear in the trunk of a vehicle or in a closed case inside the vehicle.

**17. Improvements, structures :** The Minister of Recreation, Fish and Game is authorized to make or order any improvements or structures he considers appropriate in the wildlife sanctuary.

**18. Commercial operations :** No person may operate a business in the wildlife sanctuary. However, operation of a camp store or snack bar is permitted if a concession contract has been granted for the purpose by the Minister in accordance with the terms and conditions prescribed in the Regulation respecting government concession contracts (c. A-6, r.6).

**19. All-terrain vehicles :** No user of the wildlife sanctuary may drive an all-terrain vehicle or motorcycle elsewhere than on roads intended for motor vehicles, or use such a vehicle for purposes other than going to or returning from the place of an activity.

**20. Motor vehicles :** Every person driving a motor vehicle must obey the speed limits posted along the roads within the wildlife sanctuary, and park in the areas laid out and marked for the purpose.

#### *§4. Recreational activities*

**21. Long excursions :** On a long excursion, a user may stay a maximum of one night at the same camping ground or bunkhouse.

**22. Canoe trips :** Canoe trips are restricted to the routes indicated for the purpose on a map given to every holder of a right of access pass for canoe tripping.

#### **23. Boats :**

(1) Life jacket : every person using a boat in the wildlife sanctuary must have a life-saving cushion or life jacket in his possession, in accordance with the standards prescribed in the Small Vessel Regulations (C.R.C., 1978, c. 1487).

(2) Number of passengers : no boat made available to the public for fishing in the wildlife sanctuary may hold more than 3 persons.

(3) Private boats : no private boat may be used except on the lakes and rivers designated for the purpose at each reception station.

(4) Motor boats : motor boats are prohibited except on the lakes and rivers designated for the purpose at each reception station.

**24. Snowmobiles :** Snowmobiling is permitted on the trails marked and laid out for the purpose.

#### **25. Camping and campfires :**

(1) Camping and campfires are permitted only in the areas designated and laid out for that purpose.

(2) The maximum number of occupants per site in a recreational camping ground in the wildlife sanctuary is 6.

(3) In recreational camping grounds, only one vehicle may be parked at each campsite. Any other vehicle must be parked in the parking area especially provided for the purpose.

**26. Catches :** A hunter or fisher must declare or show any catches to a warden or conservation officer, upon request by a reception officer, for purposes of counting and weighing.

#### *§5. Final provision*

**27.** Any person who contravenes the Wild-life Conservation Act (R.S.Q., c. C-61), any provision of this Regulation, the Fisheries Act (R.S.C., 1970, c. F-14) or the Highway Code (R.S.Q., c. C-24) may be expelled immediately from the wildlife sanctuary.

**Gouvernement du Québec**  
**Ministère du Loisir**  
**de la Chasse et de la Pêche**  
**Direction des services techniques**  
 Préparé par Service de l'acquisition d'immeubles

**RÉSERVE FAUNIQUE**  
**ROUGE - MATAWIN**

ÉCHELLE: 1/250 000  
 DATE 80 08 24 PLAN N° P 181-B

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c. C-61, r.81

## Regulation respecting the Saint-Maurice Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section is established as a wildlife sanctuary known as the "Saint-Maurice Wildlife Sanctuary" :

A territory situated in the county municipality of Champlain in the townships of Normand, Baril, Mattawin, Polette, Livernois and Geoffrion and partly in the seigneurie de Batiscan, covering an area of seven hundred and eighty-two square kilometres (782 km<sup>2</sup>) and whose perimeter is described as follows :

Starting from a point situated at the meeting point of the division line of the townships of Polette and Turcotte with the right bank of rivière Wessonneau ; thence westerly and southwesterly, following the right bank of rivière Wessonneau to the point whose coordinates are : 5 222 100 m N and 650 250 m E ; thence westerly, to the right bank of rivière Wessonneau-Sud ; northerly, following the right bank of rivière Wessonneau-Sud, to a point whose coordinates are : 5 224 200 m N and 644 500 m E ; thence westerly and southwesterly, following a broken line whose apex coordinates are : 5 225 200 m N and 643 550 m E ; 5 224 300 m N and 640 550 m E ; 5 224 850 m N and 639 500 m E ; 5 224 300 m N and 638 875 m E ; 5 224 475 m N and 638 325 m E ; 5 225 500 m N and 638 300 m E ; 5 225 700 m N and 637 450 m E ; 5 225 000 m N and 635 525 m E ; 5 225 500 m N and 635 300 m E ; 5 225 950 m N and 634 000 m E ; 5 225 850 m N and 633 700 m E ; thence in a general southwesterly, northwesterly then southerly direction, following the left bank of the tributary of lac du Fou, the southwest shore of lac du Fou, the right bank of the effluent of lac du Barrage, the east shore of lac du Barrage to the meeting point with the division line of the townships of Livernois and Normand ; thence southwesterly, following a straight line to a point whose coordinates are : 5 226 550 m N and 629 350 m E ; thence in a general southerly and northwesterly direction, following the east shore of lac du Barrage, the right bank of the effluent of lac du Croissant, the south and west

shore of lac du Croissant to the tributary of the said lake ; thence in a general northwesterly direction, following the right bank of the tributary of lac du Croissant to the south right of way of the road met there ; thence in a general westerly direction, following the south right of way of the said road to a point whose coordinates are : 5 226 250 m N and 626 750 m E ; thence in general southwesterly and southeasterly directions, skirting the lake by its southeast shore, following a broken line whose apex coordinates are : 5 224 250 m N and 623 700 m E ; 5 222 800 m N and 623 450 m E ; 5 221 200 m N and 623 650 m E ; 5 216 350 m N and 628 000 m E ; 5 216 400 m N and 625 350 m E ; 5 213 990 m N and 624 650 m E ; 5 213 900 m N and 621 100 m E ; 5 203 350 m N and 630 700 m E ; thence southeasterly, following the southwest bank of ruisseau Courbé to the meeting point with the northern limit of the right of way of the road ; thence southeasterly and northeasterly, following the northern and northwestern limit of the road to ruisseau Brown, a point whose coordinates are : 5 202 600 m N and 634 700 m E ; thence southeasterly, following the northeast bank of ruisseau Brown and the north shore of lac Howe to the meeting point with the west right of way of the road ; thence southwesterly, following a straight line to a point whose coordinates are 5 198 300 m N and 636 900 m E ; thence southeasterly, following the northeastern limit of the right of way of the road to a point whose coordinates are : 5 195 700 m N and 641 100 m E ; thence northeasterly, following a broken line whose apex coordinates are : 5 198 000 m N and 644 400 m E, 5 197 900 m N and 649 700 m E, 5 199 000 m N and 653 800 m E ; thence northeasterly, to the southwest corner of lot 47 of the west range of the seigneurie de Batiscan ; thence northwesterly, to the meeting point with the northeastern line of the seigneurie de Batiscan and the division line of Ranges I and II of the township of Polette ; thence northeasterly, following the division line of Ranges I and II, skirting lac Saint-Thomas by its east shore, to the division line of the townships of Polette and Turcotte, thence northwesterly, following the division line of the townships of Polette and Turcotte, to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a

right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is permitted only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snowshoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purpose of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

O.C. 2102-80, (1980) 112 G.O.II, 3867  
O.C. 2451-80, (1980) 112 G.O.II, 3953  
O.C. 2452-80, (1980) 112 G.O.II, 3897





c. C-61, r.82

## Regulation respecting the Sainte-Véronique Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section is established as a wildlife sanctuary known as the "Sainte-Véronique Wildlife Sanctuary" :

A territory situated in the townships of Brunet and Mousseau, county municipalities of Montcalm and La-belle, covering an approximate area of fifty-two square kilometres (52 km<sup>2</sup>), whose perimeter may be described as follows :

Starting from a point situated at the intersection of the division line of Ranges VIII and IX of the township of Mousseau and the division line of lots 4 and 5 of the said ranges ; thence southeasterly, following the said division line of lots 4 and 5 three and fifty-four hundredths kilometres (3,54 km) ; thence northeasterly, following a parallel line to the division line of Ranges VI and VII to the intersection of the division line of lots 17 and 18 of Range V1 ; thence northwesterly, following the said division line of lots 17 and 18 of Range VI to the division line of Ranges VI and VII ; thence northeasterly, following the division line of Ranges VI and VII to the division line of lots 20 and 21 ; thence northwesterly following the division line of lots 20 and 21 of Ranges VII, VIII and IX ; thence northerly, five and ninety-five hundredths kilometres (5,95 km) ; thence, south seventy-five degrees west (S 75° W) two and ninety hundredths kilometres (2,90 km) ; thence northerly, sixty-four hundredths kilometres (0,64 km) ; thence westerly, two and seventy-four hundredths kilometres (2,74 km) ; thence southerly, two and ninety hundredths kilometres (2,90 km) ; thence, south sixty degrees east (S 60° E), two and ninety hundredths kilometres (2,90 km) ; thence southerly, to the southwestern limit of the township of Mousseau ; thence southeasterly, following the southwestern limit of the township of Mousseau to the division line of Ranges VIII and IX ; thence northeasterly, following the division line of Ranges VIII and IX to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish.

**6.** A person may not be in possession of a hunting implement in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to hunt.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to a conservation officer acting in the performance of his duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.



**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

- (a) fell or mutilate trees or underbush without a wood-cutting permit ;
- (b) deface or deform natural formations such as rock formations ;
- (c) throw waste or litter elsewhere than in places provided for this purpose ;
- (d) damage or break buildings or furnishings.

**16.** The possession of a dog is prohibited except inside a vehicle crossing the sanctuary.

**17.** The use of motorcycles and all terrain vehicles is authorized only for going to or returning from the area where the activity is carried on and for which a right of access was issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snowshoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**24.** Every person holding a right of access for group camping is permitted to fish, without additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

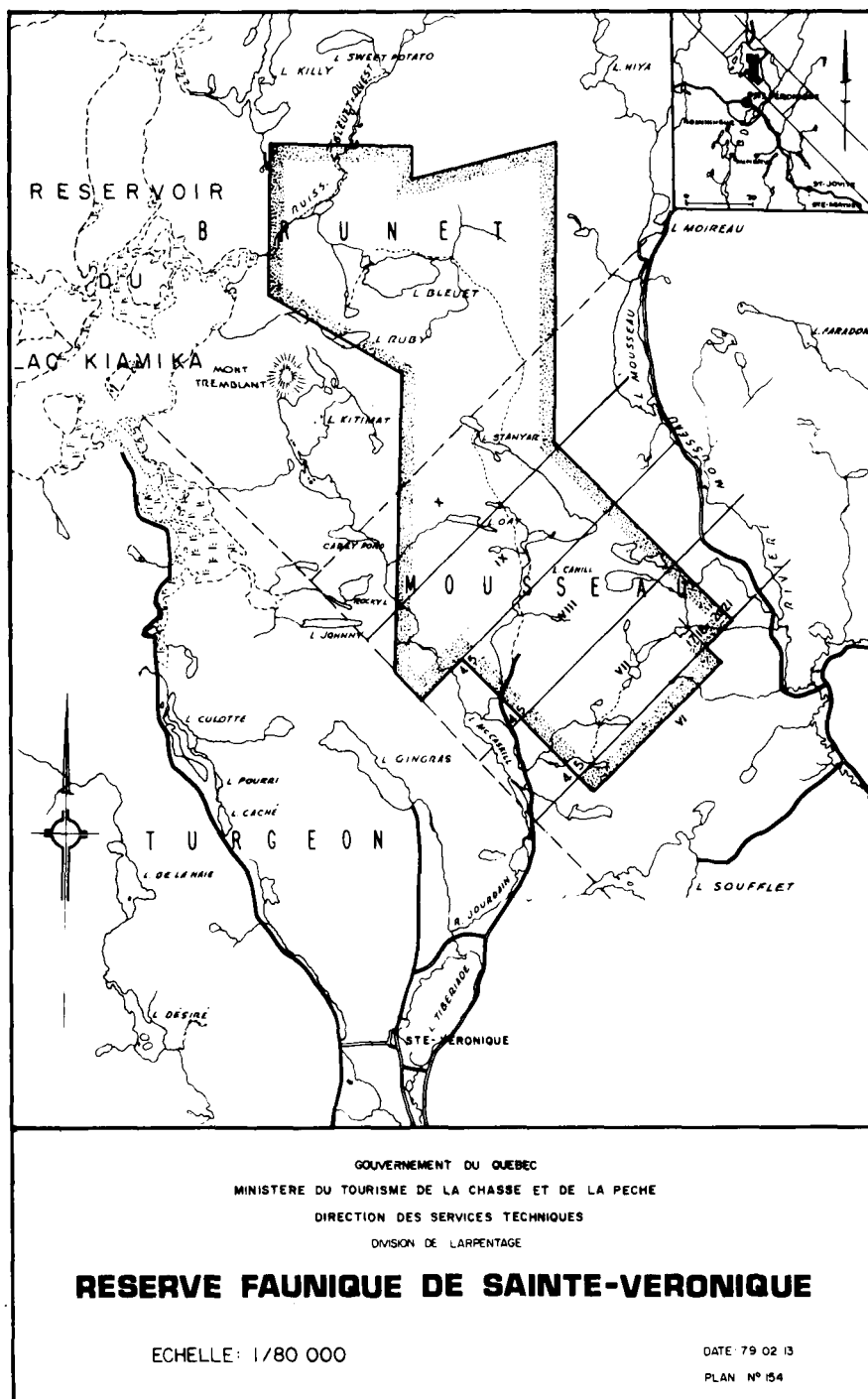
**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or document that proves he is duly authorized to carry out such work.

**27.** A person who contravenes any provision of this Regulation, the Wild-life Conservation Act (R.S.Q., c. C-61) or the Fisheries Act (R.S.C., 1970, c. F-14), may be immediately evicted from the wildlife sanctuary.

**SCHEDULE A**

(s. I)



O.C. 2061-80, (1980) 112 G.O. II, 3841 and 4227

O.C. 2062-80, (1980) 112 G.O. II, 3845



c. C-61, r.83

## Regulation respecting the Sept-Iles Port-Cartier Wildlife Sanctuary

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section, is known as the "Sept-Iles Port-Cartier Wildlife Sanctuary" :

A territory situated in the county municipality of Saguenay comprising the townships of Beauvais, Fléché, Babel, Pasteur, Abbadie and the non-organized territories and covering an area of six thousand four hundred and twenty-two square kilometres (6 422 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from a point situated at the intersection of the western limit of the township of Grenier with the parallel of latitude 50°00' N, thence westerly, following the said parallel skirting south of lac Swinard to the eastern limit of the Baie-Comeau Hauterive reserve (eastern boundary of the timber limits of the Québec North Shore Paper Company, Bassin Manicouagan); thence northeasterly and northwesterly, following the said eastern limit of the Baie-Comeau Hauterive reserve to its intersection with parallel of latitude 50°30' N; thence, westerly, following the said parallel of latitude to a point situated sixty and thirty-five hundredths metres (60,35 m) to the east from the left bank of rivière Toulouste; thence in a general northerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) east from the left bank of rivière Toulouste and the left shore of lac Bouffard, lac Fortin and lac Caron to its intersection with parallel of latitude 51°00' N; thence easterly, following the said parallel of latitude 51°00' N to a point situated sixty and thirty-five metres (60,35 m) east from the left bank of rivière Sainte-Marguerite; thence in a general southeasterly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) east from the left bank of rivière Sainte-Marguerite to its meeting with the northeastern extension of the left bank of the effluent of lac Cacaoui; thence southwesterly, following the said extension to its meeting with the right bank of rivière Sainte-Marguerite; thence in a general northwesterly, southwesterly, then southeasterly direction, following the

boundaries of two (2) drainage basins whose summits are identified by the following UTM coordinates : 5 641 200 m N, 645 700 m E; 5 644 000 m N, 645 600 m E; 5 646 000 m N, 643 000 m E; 5 646 100 m N, 640 000 m E; 5 635 500 m N, 635 000 m E; 5 630 000 m N, 641 000 m E; 5 625 500 m N, 640 400 m E; 5 623 800 m N, 644 200 m E; thence in a general southeasterly direction, following a broken line drawn to the west of lac Catista and lac Attacoupé and whose summits are identified by the following UTM coordinates : 5 621 050 m N, 647 050 m E; 5 616 200 m N, 649 200 m E; 5 610 000 m N, 652 500 m E; 5 608 000 m N, 651 200 m E; 5 604 100 m N, 652 400 m E; 5 599 300 m N, 653 200 m E; thence in a general southerly then southeasterly direction, following the boundaries of two drainage basins whose summits are identified by the following UTM coordinates : 5 596 050 m N, 653 080 m E; 5 580 000 m N, 654 400 m E; 5 569 000 m N, 654 000 m E; 5 566 700 m N, 656 000 m E; 5 565 400 m N, 660 000 m E; 5 564 050 m N, 662 000 m E; this last point being the meeting point of the western limit of the right of way of the road that goes to lac des Îles and the northern limit of the township of Leneuf; thence westerly and southerly, following the northern and western limit of the township of Leneuf to the northern limit of the town of Port-Cartier; thence westerly, following the northern limit of the town of Port-Cartier to the eastern limit of block H in the township of Babel; thence northerly, westerly and southerly, following the eastern, northern and western limits of the said block H to the meeting point with the left bank of rivière aux Rochers; thence in a general easterly and southeasterly direction, following the left bank of rivière des Rochers to the bridge on Highway 138; thence in a general northwesterly and westerly direction, following the north side of the said bridge, the right bank of rivière aux Rochers to the western limit of the township of Babel; thence southerly, following the western limit of the townships of Babel and Grenier to the starting point.

### DIVISION II REGULATION

**2.** A person who, for recreational purposes, has access to or travels in the wildlife sanctuary must register at the reception station when required.

**3.** A person who, for recreational purposes, stays or engages in an activity in the wildlife sanctuary must, when a right of access is required, comply with the dates and areas specified on it.

**4.** A person must hold a right of access in order to stay in a cottage or lodge.

**5.** A person who fishes in the wildlife sanctuary must hold a right of access the cost of which is 2 \$ per person per day for all species of fish, except for the atlantic anadromous salmon.

**6.** A person may not be in possession of a hunting implement unless he holds a travel permit or a right of access permitting him to hunt in the wildlife sanctuary.

**7.** A person may not be in possession of fishing gear in the wildlife sanctuary unless he holds a travel permit or a right of access permitting him to fish.

**8.** Section 6 does not apply to conservation officers acting in the performance of their duties.

**9.** A person who uses a small craft in the wildlife sanctuary must be in possession of a life-saving cushion or a life jacket in accordance with the standards prescribed by the Small Vessel Regulations (C.R.C., 1978, c. 1487).

**10.** A rowboat or small craft made available to the public by the Ministère du Loisir, de la Chasse et de la Pêche or authorized operator may not hold more than 3 occupants.

**11.** Private craft may not be used in the wildlife sanctuary except on specified lakes and rivers, a list of which is kept in each reception station.

**12.** The use of electric motors is permitted on all lakes and rivers in the wildlife sanctuary ; the use of outboard motors other than electric is prohibited except on specified lakes and rivers, a list of which is kept in each reception station. The maximum horsepower of permitted motors is also listed.

**13.** The Minister of Recreation, Fish and Game is authorized to make or order the improvements or structures he deems expedient in the wildlife sanctuary.

**14.** No person may operate a business in the wildlife sanctuary unless the business is under contract with the Minister.

**15.** Within the wildlife sanctuary a person may not :

(a) fell or mutilate trees or underbush without a wood-cutting permit ;

(b) deface or deform natural formations such as rock formations ;

(c) throw waste or litter elsewhere than in places provided for this purpose ;

(d) damage or break buildings or furnishings.

**16.** Dogs are not permitted in the wildlife sanctuary except when confined within a vehicle crossing the sanctuary.

**17.** The use of motorcycles or "all terrain" vehicles is permitted only for the purposes of transportation to and from the area where the activity is taking place and for which a right of access has been issued.

**18.** Vehicle traffic for recreational purposes is permitted only between 7 h and 22 h.

**19.** The use of snowmobiles for recreational purposes in the wildlife sanctuary is permitted only on the trails laid out for this purpose, a list of which is kept at the reception station.

**20.** Cross-country skiing in the wildlife sanctuary is permitted only on trails laid out for this purpose, and snowshoeing is permitted only in designated areas specified for this purpose.

**21.** In the camping ground situated in the wildlife sanctuary the maximum number of campers per site is limited to 6.

**22.** In the wildlife sanctuary, camping and campfires are permitted only in areas designated for this purpose.

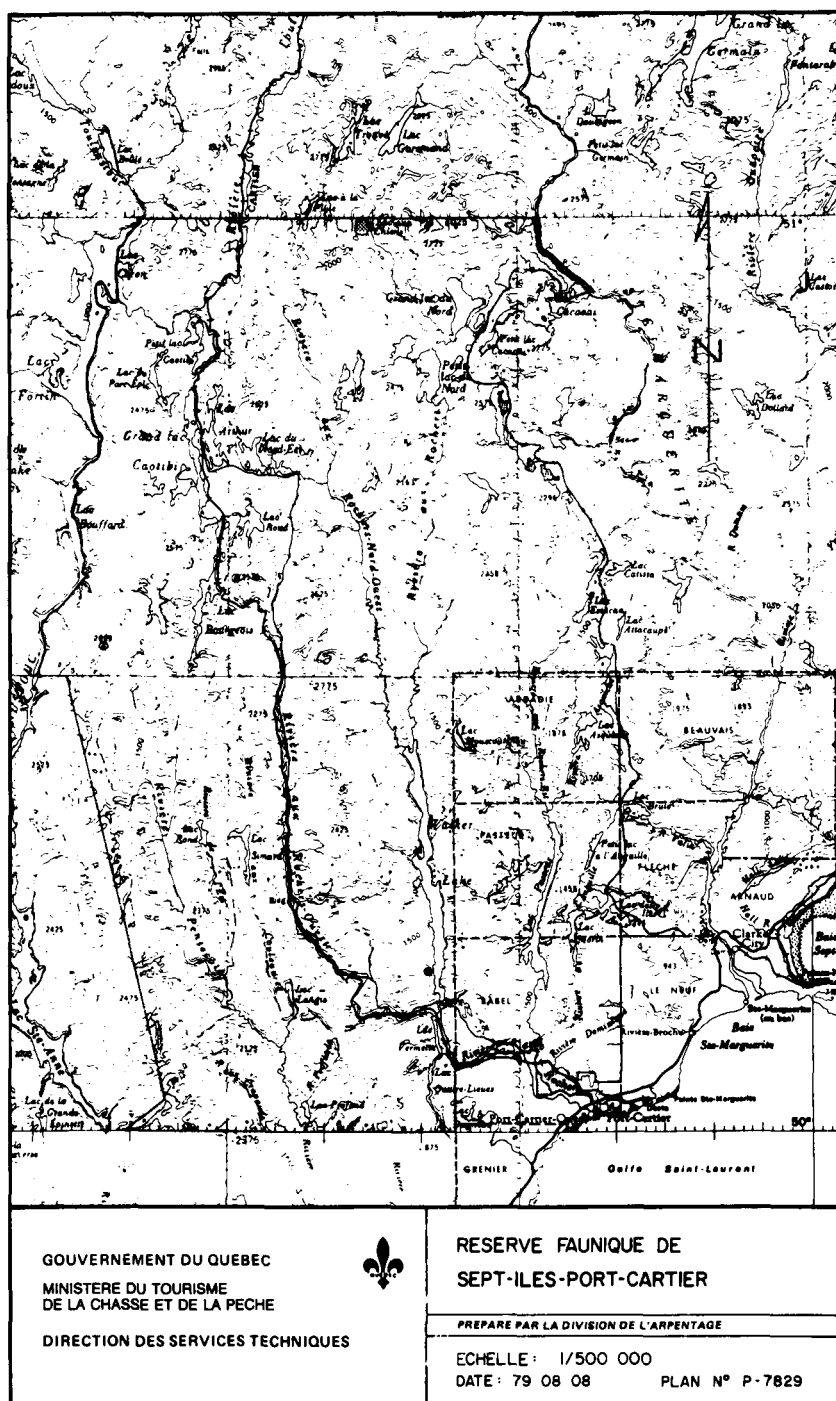
**23.** One vehicle only may be parked at an individual camping site. Any other vehicle must be parked in the parking area specially provided for this purpose.

**24.** Every person holding a right of access for group camping is permitted to fish, at no additional cost, in areas designated for this purpose. Any catch must be consumed on the premises within the wildlife sanctuary.

**25.** All fishing and hunting catches must be shown for purposes of counting and weighing.

**26.** A person who has access to or travels in the wildlife sanctuary for the purposes of work must display a card or

**SCHEDULE A**  
(s. 1)



O.C. 2063-80, (1980) 112 G.O.II, 3849

O.C. 2064-80, (1980) 112 G.O.II, 3853



c. C-61, r.84

## **Regulation respecting the Bay of Ile de Grâce Fish Reserve**

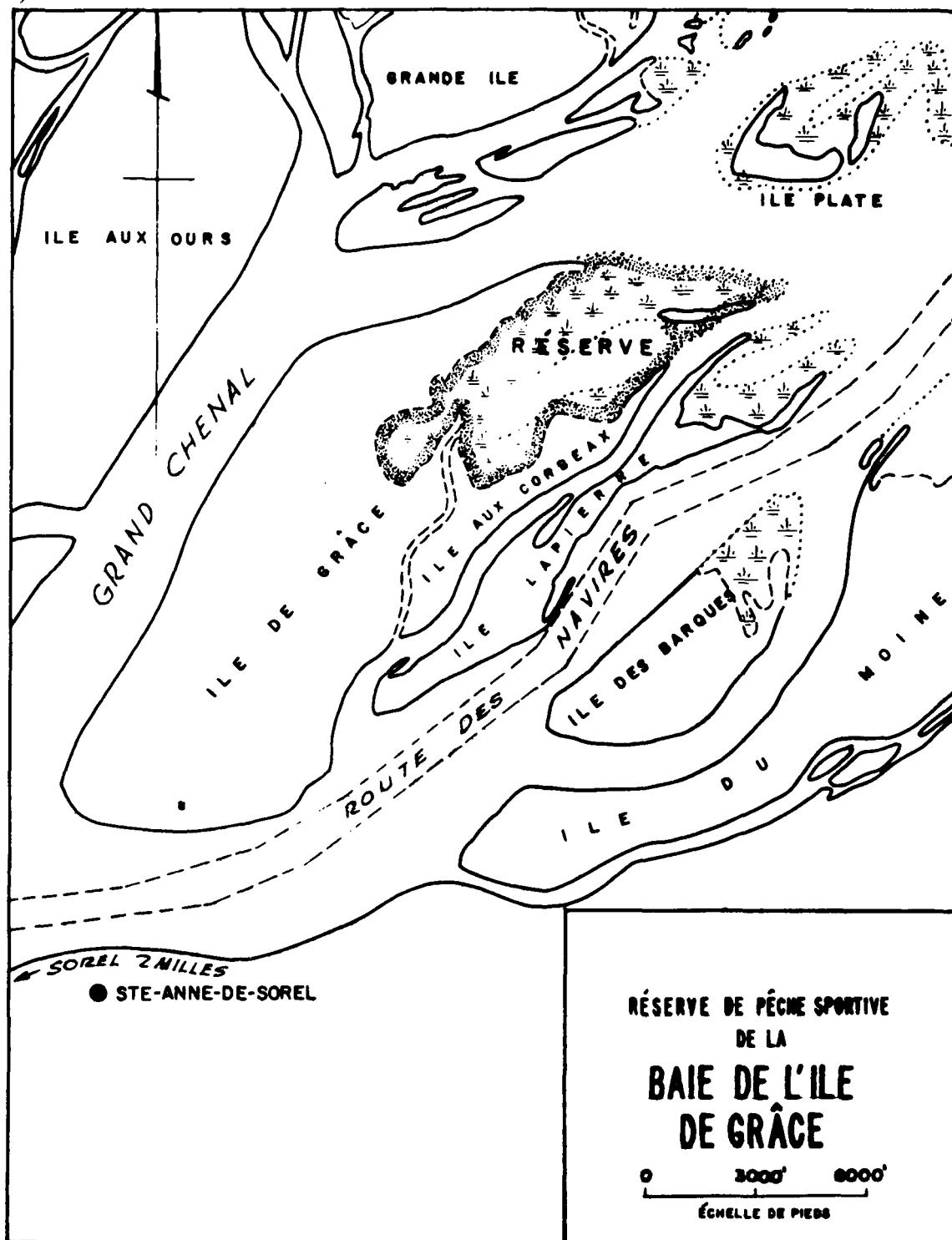
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The whole extent of the bays of Ile de Grâce and of Ile aux Corbeaux in the county of Richelieu, whose plan appears in Schedule A, is constituted into a fishing reserve where only angling shall be permitted, subject to the general conditions enacted by law and other special conditions which may subsequently be determined, if required.

**2.** Any one who infringes the regulation respecting the said reserve shall be liable to fine and imprisonment, as provided by the Wild-life Conservation Act (R.S.Q., c. C-61).

## SCHEDULE A

(s. 1)





c. C-61, r.85

## **Regulation respecting the Bic Fish Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory be created into a fish reserve under the name of the “Bic Fish Reserve” :

A territory forming part of the official cadastre of the parish of Saint-Fabien and of the official cadastre of the parish of Sainte-Cécile-du-Bic, county of Rimouski, whose perimetrical line is described as follows :

Starting at a point located on the north line of the right of way of Route 132, three chains from the left bank of the Southwest River, thence, northeasterly, a line parallel and distant three chains from the left bank of the said river to its mouth ; the mouth of the said river ; southwesterly, a line parallel and distant three chains from the right bank of the said river to the intersection with the north line of the right of way of Route 132, thence, westerly, the north line of the right of way of the said route to the starting point.

This reserve affects parts of lots : 190, 191, 192, 193, 200, 200A, 217, 218, 219, 220, 221, 718, 719, 726 and 727 of the official cadastre of the parish of Sainte-Cécile-du-Bic ; and parts of lots 245, 246, 247, 248, 249, 250, 251, 252, 253 and 254 of the official cadastre of the parish of Saint-Fabien.

**2.** Fishing and possession of fishing tackle are prohibited.





c. C-61, r.86

## **Regulation respecting the salmon river reserves of La Trinité and la Petite Trinité**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** In this Regulation, the following words and expressions mean :

(a) “management association” : a non-profit making corporation responsible, under the supervision of and in co-operation with the Ministère du Loisir, de la Chasse et de la Pêche, for the rational organization and utilization of a territory ;

(b) “resident” : every person who has lived in Québec for 12 consecutive months prior to his application for a licence, the members of the Canadian Armed Forces and the Royal Canadian Mounted Police stationed in Canada, as well as the civil servants on assignment outside of Québec for the account of the Government of Canada or of the Gouvernement du Québec or one of their bodies, and normally residing in Québec.

**2.** In order to fish in the reserves of La Trinité and la Petite Trinité, every person must hold a salmon fishing licence and, in addition, hold :

(a) either the daily licence of the reserve ;

(b) or the written authorization of the management association duly entrusted with the administration of the reserve.

**3.** The cost of the daily licence in respect of these reserves is fixed as follows :

(a) 6 \$ for residents ;

(b) 12 \$ for non-residents.

**4.** With the exception of the duly authorized persons or those holding a daily licence, no person may travel, stay or have fishing gear in his possession in such reserves.

**5.** No person may fish in such reserves outside the dates and elsewhere than in the places indicated on the permit or authorization.

**6.** Every fisherman who has caught a salmon must bring it intact to a station provided for such purpose in order to have it weighed and registered.

**7.** The Minister of Recreation, Fish and Game is authorized to make any improvements or construction in such reserves which he deems appropriate.

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O.C. 2024-76, (1976) 108 O.G.II, 3941

O.C. 3454-76, (1976) 108 O.G.II, 6241

O.C. 513-78, (1978) 110 G.O., 1527





c. C-61, r.87

## **Regulation respecting the rivière du Diable Fish Reserve**

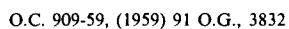
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The rivière du Diable as well as the reserve bordering rivers and lakes bordering the said river, all of which within the limits of Range I of the township of Rolland, are known under the name of the “Rivière du Diable Fish Reserve”, whose plan appears in Schedule A.

The reserve bordering rivers and lakes, in the surveyed part of Range II of the Rolland township, county of Montcalm, is added to the rivière du Diable Fish Reserve.

**2.** Hunting therein is forbidden at all times of the year.

**3.** This reserve is subject to the other fish and game regulations in force, in the parc du Mont Tremblant.





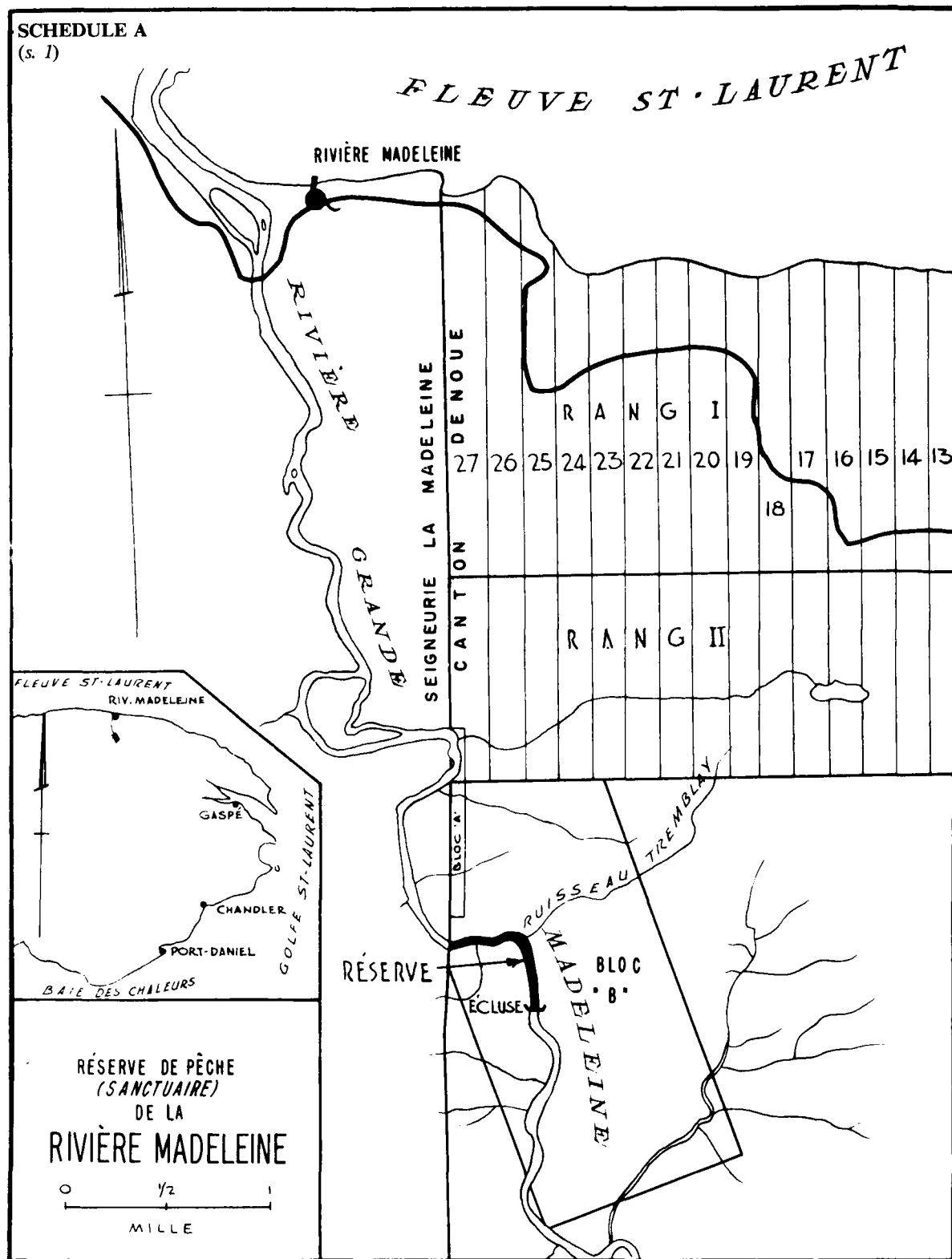
c. C-61, r.88

## **Regulation respecting the Madeleine River Fish Reserve**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, is created into a fish reserve, under the name of the “Madeleine River Fish Reserve”, that part of the Madeleine River included between the lock situated on block B of the township of Denoue and the line separating the township of Denoue from the seignior of Madeleine River in the county of Gaspé-nord.

**2.** All fishing is prohibited.





c. C-61, r.89

## **Regulation respecting the Puyjalon River Fish Sanctuary**

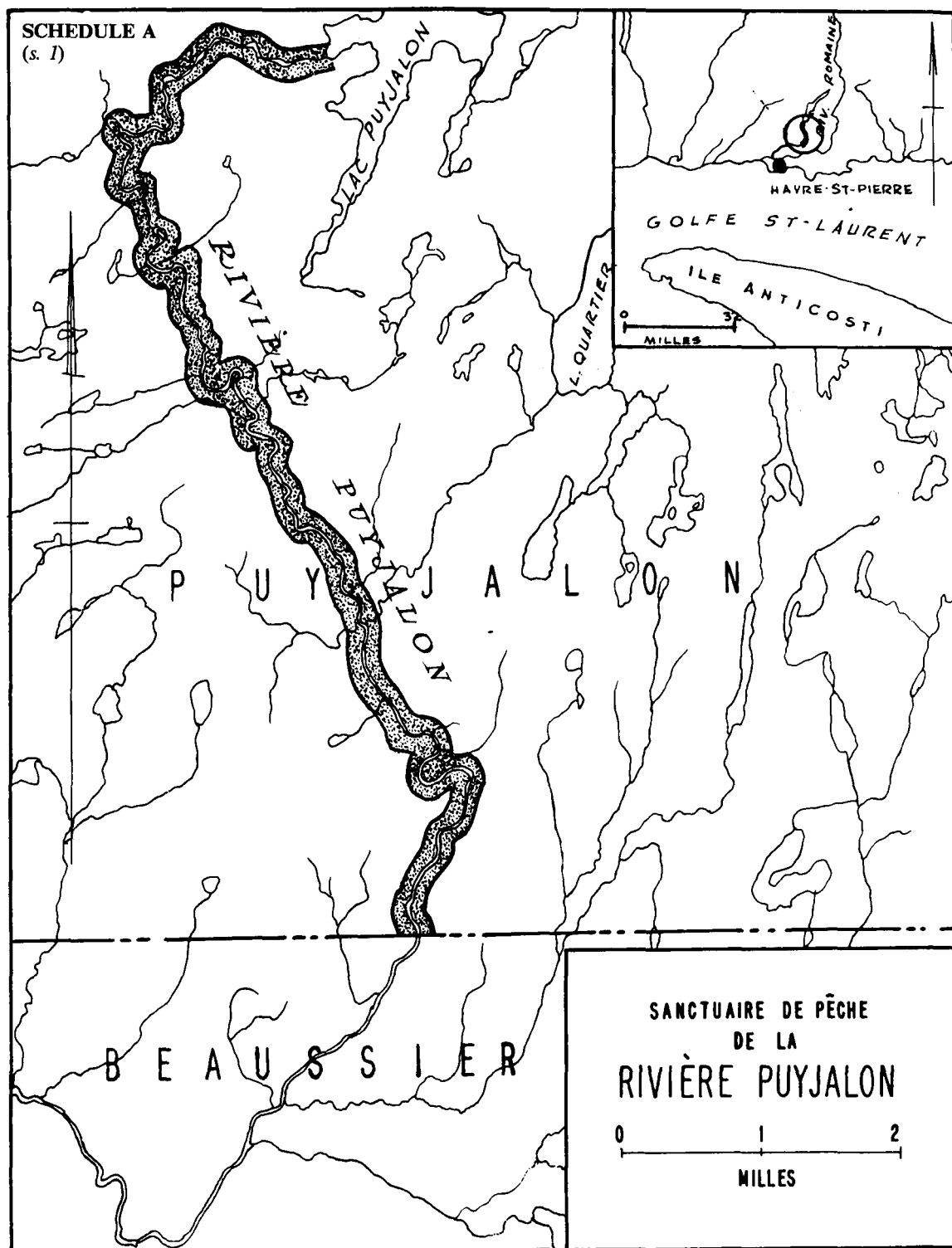
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, is constituted as a fish reserve under the name of the "Puyjalon River Fish Sanctuary" :

(a) the part of the Puyjalon River included in the imaginary line dividing the townships of Beaussier and Puyjalon and Lake Puyjalon ;

(b) a band of 3 chains in width on each side of the part of the river described in paragraph a.

**2.** Fishing and the possession of fishing tackle are prohibited in the reserve limits.







c. C-61, r.90

## **Regulation respecting the rivière Romaine Fish Reserve**

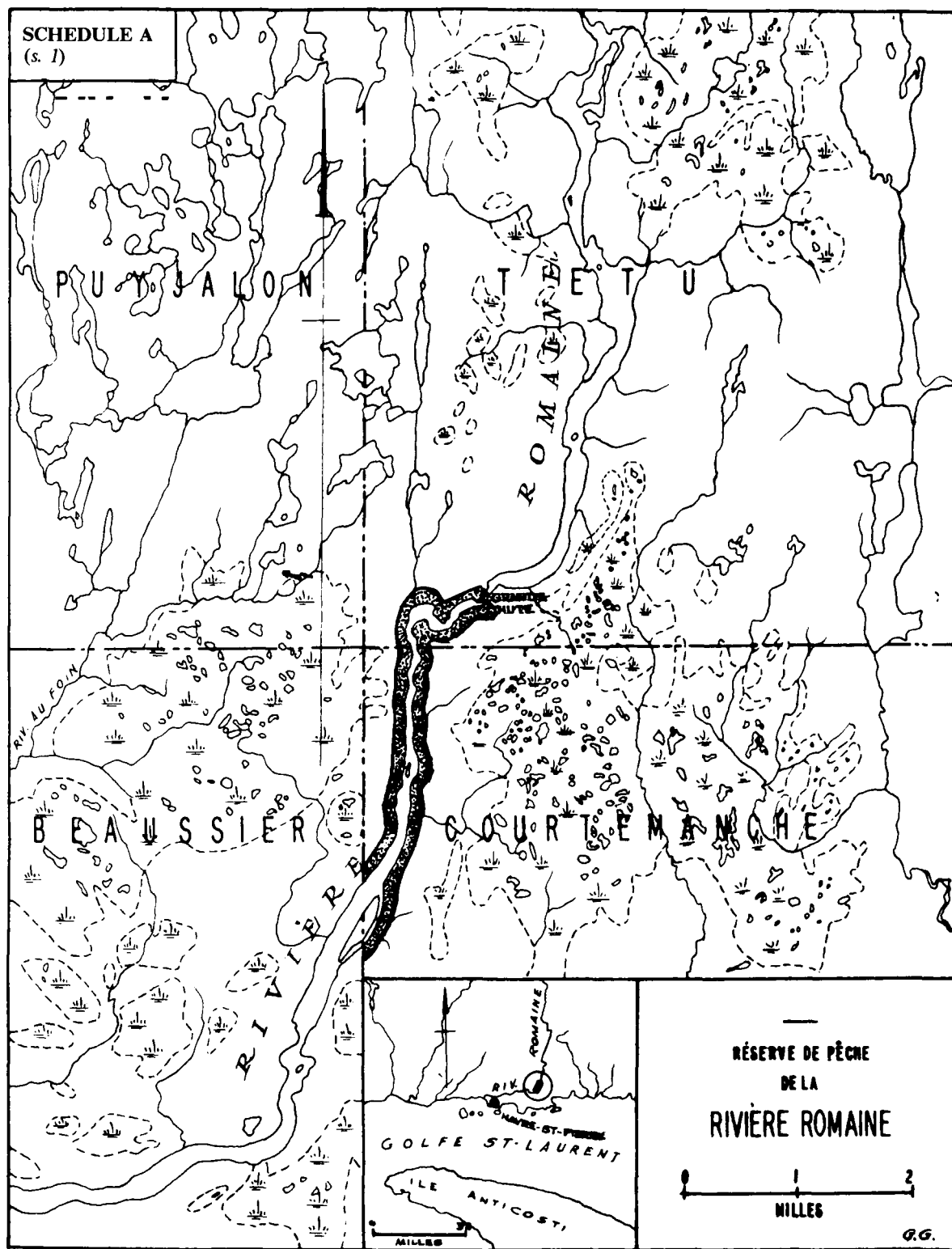
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, is established as a fish reserve under the name of "Rivière Romaine Fish Reserve" :

(a) the part of the rivière Romaine comprised between the line dividing the Beaussier and Courtemanche townships and the great fall situated on the north of the line dividing the townships of Tétu and Courtemanche ;

(b) a band of 3 chains on each side of the part of the river described in paragraph a.

**2.** Fishing and the possession of fishing tackle are prohibited in the limits of the reserve.





c. C-61, r.91

## **Regulation respecting the Anse Saint-Jean Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section, constitutes the Anse Saint-Jean Controlled Zone :

A territory situated in the county municipality of Chicoutimi, townships of Ducreux and Saint-Jean, containing two hundred square kilometres (200 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the line separating the townships of Saint-Jean and Dumas, and the line separating the townships of Ducreux and Saint-Jean ; southwesterly, the line separating the townships of Ducreux and Sagard to a point whose U.T.M. coordinates are : 5 328 100 m.N and 327 300 m.E. ; westerly to a point whose coordinates are : 5 328 100 m.N., 325 925 m.E. ; southerly, to a point whose coordinates are : 5 325 850 m.N. and 325 925 m.E. ; southwesterly, to the intersection with the line separating the townships of Ducreux and Sagard at the northern corner of block A ; westerly, to the intersection with the line separating the townships of Ducreux and Périgny skirting to the south the lake met there ; northerly, the line separating the townships of Ducreux and Périgny ; northwesterly, the southern bank of the creek and the southern shore of the lake ; northeasterly, the central line of the power line in the townships of Périgny and Ducreux to the southwestern limit of Range I of the township of Ducreux ; southeasterly, the southwestern limit of Range I ; northerly, the eastern limit of lot 10 of Range I ; southeasterly, the separating line of the townships of Ducreux and Saint-Jean ; northeasterly, the southeastern limit of Range II of the township of Saint-Jean ; southeasterly, the southwestern limit of lot 32 of Range V ; northeasterly, the southeastern limit of Range V and the southern range ; northeasterly, the southeastern limit of lot 1 of the southern range ; westerly, the northern limit of the right of way of road #170 ; northeasterly, the southeastern limit of Ranges V and VI ; southeasterly, the southwestern limit of Range VII ; northwesterly, the northeastern limit of Range VII to the intersection with a line parallel to and three hundred metres (300 m) distant from the normal high-water mark on the southern bank of rivière Saguenay ; easterly, the said normal high-water mark on the southern bank of rivière Saguenay to the in-

tersection with the line separating the townships of Saint-Jean and Dumas ; southwesterly, the separating line of the townships of Saint-Jean and Dumas to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.92

## Regulation respecting the Bas Saint-Laurent Controlled Zone

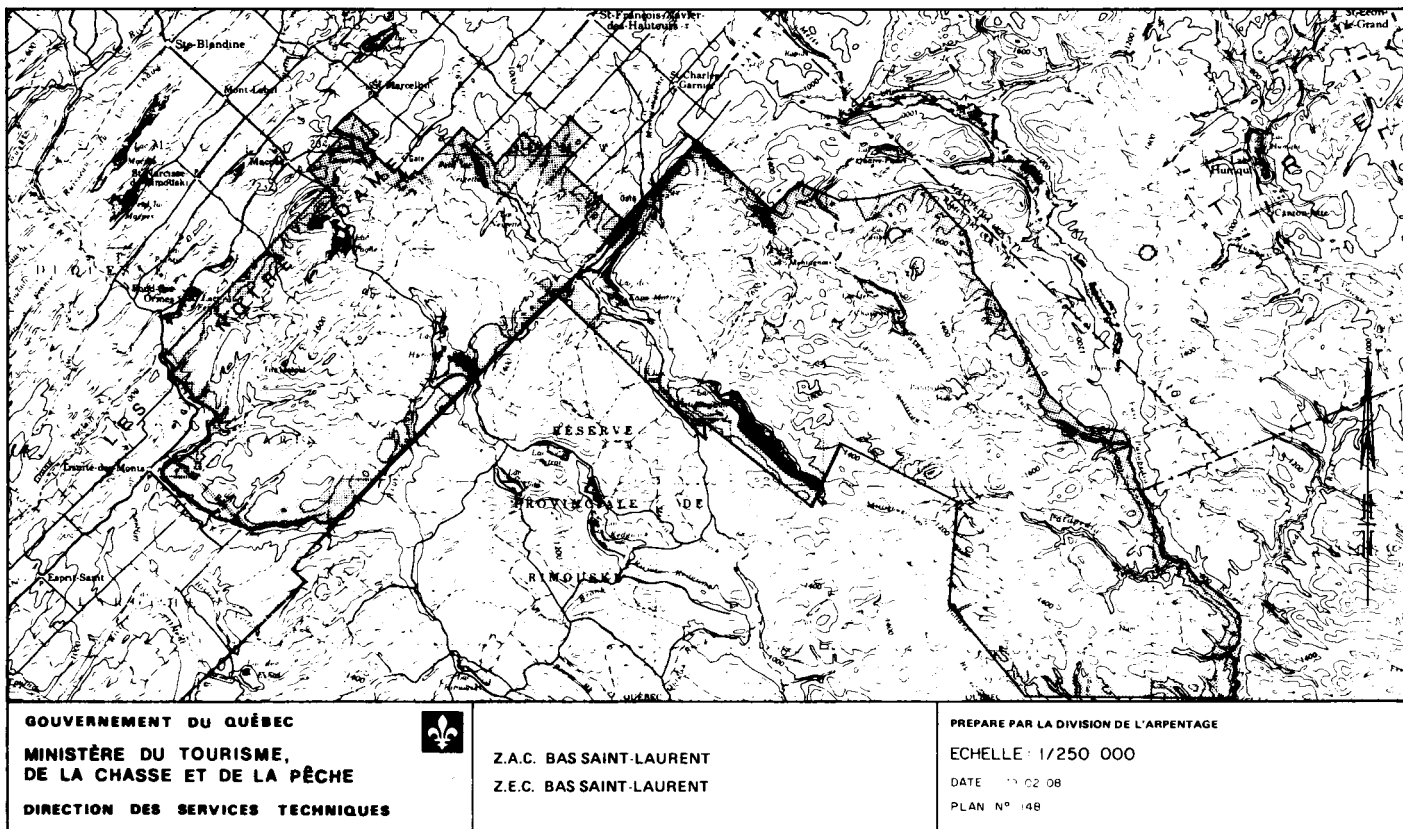
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Bas Saint-Laurent Controlled Zone :

A territory situated in the county municipalities of Matapédia and Rimouski, townships of Duquesne, Macpès, Laroche, Ouimet, Flynn and Varin, containing one thousand and twenty-seven square kilometres (1 027 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated at the southern corner of the township of Ouimet ; thence southwesterly, the southeastern line of the townships of Flynn and Varin to the intersection with the right bank of rivière Rimouski ; thence, in a general northwesterly direction, the right bank of rivière Rimouski to the intersection with the line separating the townships of Laroche and Varin ; thence, southeasterly, the line separating the townships of Laroche and Varin ; northeasterly, the line separating Ranges I and II of the township of Varin to the right bank of rivière Rimouski ; northeasterly, the right bank of rivière Rimouski to the line separating Ranges I and II ; northeasterly, the line separating Ranges I and II ; northwesterly, the northeastern outer line of lot 26 of Range I to the right bank of rivière Rimouski ; northwesterly, the right bank of rivière Rimouski to the line separating Ranges IX and X of the township of Duquesne ; northeasterly the line separating Ranges IX and X of the township of Duquesne, the line separating Ranges VIII and IX of the township of Macpès ; northwesterly, the line separating lots 16 and 17 of Range VIII of the township of Macpès ; northeasterly, the line separating Ranges VII and VIII ; northwesterly, the line separating lots 5 and 6 of Range VII ; northeasterly, the southeastern limit of the right of way of the Saint-Marcelin road ; southeasterly, the line separating the townships of Neigette and Macpès ; southwesterly, the line separating Ranges VIII and IX of the township of Macpès ; southeasterly, the line separating lots 2 and 3 of Range IX ; northeasterly, the line separating Ranges IX and X ; southeasterly, the line separating lots 1 and 2 of Range X ; northeasterly, the line separating the townships of Macpès and Flynn ; southeasterly, the line separating the townships of Ouimet and Flynn ; northeasterly, the line separating Ranges I and II of the

township of Ouimet ; southeasterly, the line separating lots 31 and 32 of Range II ; southwesterly, the line separating Ranges II and III ; southeasterly, the line separating lots 33 and 34 of Range III ; northeasterly, the line separating Ranges III and IV ; southeasterly, the line separating lots 23 and 24 of Range IV ; northeasterly, the line separating Ranges IV and V ; southeasterly, the line separating lots 15 and 16 of Range V ; southwesterly, the line separating Ranges V and VI ; southeasterly, the line separating lots 23 and 24 of Ranges VI, VII and VIII of the township of Ouimet ; northeasterly, the southeastern outer line of the township of Ouimet ; southeasterly, the southwestern outer line of the township of Massé ; northeasterly, the southeastern outer line of Range XII of the township of Massé to the southeastern limit of the seigniorly of lac Mitis ; southeasterly, the southwestern limit of the seigniorly of lac Mitis to the intersection with the right bank of rivière Patapédia ; thence southeasterly, the right bank of rivière Patapédia to the Québec-New Brunswick border ; westerly, the Québec-New Brunswick border to a point whose U.T.M. coordinates are 5 316 800 m N and 592 210 m E ; northwesterly, to a point whose coordinates are 5 322 750 m N and 587 450 m E ; northerly, to a point whose coordinates are 5 328 420 m N and 588 000 m E ; northwesterly, to a point whose coordinates are 5 332 050 m N and 580 890 m E ; southwesterly, to a point whose coordinates are 5 328 240 m N and 579 050 m E ; northwesterly, to a point whose coordinates are 5 333 300 m N and 572 800 m E ; southerly to the northeastern limit of the parc provincial de Rimouski ; northwesterly, the limit of the parc provincial de Rimouski to the point of commencement.





c. C-61, r.93

## Regulation respecting the Batiscan-Neilson Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Batiscan-Neilson Controlled Zone :

A territory situated in the county municipalities of Québec and Portneuf and including the townships of Neilson, Tonti, Bois, Colbert, Roquemont, Gosford, fief Hubert, the Seigniory of Saint-Gabriel-de-Valcartier, covering an area of eight hundred and seventy-eight square kilometres (878 km<sup>2</sup>), and whose perimeter may be described as follows :

Starting from the eastern corner of fief Hubert at a point which is situated on the limit of Laurentides Wildlife Sanctuary ; thence following the limit of the said sanctuary, that is northwesterly along the northeastern limit of fief Hubert and of the township of Neilson, to the northern corner of the said township, skirting Chezine Lake to the east in a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant easterly from the eastern shore of the said lake ; thence southwesterly, following the northwestern limit of the township of Neilson to a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southwesterly from the left bank of the tributary of Batiscan Lake, a point whose coordinates are : 5 244 680 m N and 286 200 m E ; thence mainly northwesterly in a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southwesterly from the left bank of the said tributary to a point situated sixty and thirty-five hundredths metres (60,35 m) south of the south shore of Batiscan Lake ; thence, following azimuth 218°02' — 16,633 km until it meets with a point situated at the northern end of Cristal Lake (northern limit of Portneuf Sanctuary) skirting to the west all lakes except Gorren Lake and Insipide Lake, which it skirts to the east following the southern side of the right of way of the road leading to Insipide Lake ; thence, mainly southeasterly and then southwesterly, following the limit of the Portneuf Sanctuary in a line parallel to and sixty metres (60 m) distant from the eastern shore of Cristal Lake, to the mouth of À Pierre River ; thence southerly, until it meets a line parallel to and four hundred and two and thirty-three hundredths metres (402,33 m) distant from the left bank of À Pierre River ; southwesterly, following the said paral-

lel line to a straight line parallel to and two thousand and ninety-two and fourteen hundredths metres (2 092,14 m) distant from the division line of the townships of Tonti and Bois, and situated northwest of the said division line ; thence, following azimuth 122° to the division line of the townships of Tonti and Roquemont ; thence southerly, to the division line of the townships of Roquemont and Colbert ; thence northwesterly, following the division line of the said townships, skirting to the west Du Coin Lake to the division line of the townships of Bois and Colbert ; thence northwesterly, following the western shore of Du Coin Lake and the left bank of the effluent of Du Coin Lake until it meets a line parallel to and four hundred and two and thirty-three hundredths metres (402,33 m) distant southeasterly from the left bank of À Pierre River ; thence mainly southwesterly, following the said line parallel to the left bank of À Pierre River to the division line of lots 21 and 22 of Range I of the township of Bois, skirting to the southeast the northwestern half of lot 30 ; south-easterly, following the division line of lots 21 and 22 of Range I ; southwesterly, following the northwestern limit of the township of Colbert to the division line of lots 37 and 38 of Range XII, township of Colbert ; the division line of lots 37 and 38 of Range XII ; southwesterly, following the division line of Ranges XII and XI ; southeasterly, following the division line of lots 44 and 45 of Range XI ; southwesterly, following the division line of Ranges X and XI to its meeting with the eastern limit of the right of way of Highway 367 ; southeasterly, following the eastern limit of the right of way of Highway 367 to the southeastern limit of Range VIII of the township of Colbert ; northeasterly, following the southeastern limit of Range VIII to the division line of lots 45 and 46 of Range VIII ; southeasterly, following a straight line which joins the division line of lots 45 and 46 of Range VIII and the northeastern limit of lot 46 of Range VII, to the division line of Ranges VI and VII of the township of Colbert ; northeasterly, following the northwestern limit of Range VI ; southeasterly, following the division line of lots 40 and 41 of Range VI ; northeasterly, following the northwestern limit of Range V ; southeasterly, following the division line of lots 13 and 14 of Ranges V and IV ; northeasterly, following the division line of Ranges III and IV of the township of Colbert and of Ranges VIII and IX of the township of Gosford, to the northeastern limit of lot 12 of Range IX of the township of Gosford ; northwesterly, following the northeastern limit of lot 12 ; northeasterly, following the southeastern limit of lots 25 and 26 of Range I of the township of Roquemont ; northwesterly, following the northeastern limit of lot 26 and the southwestern limit of Ranges II, III

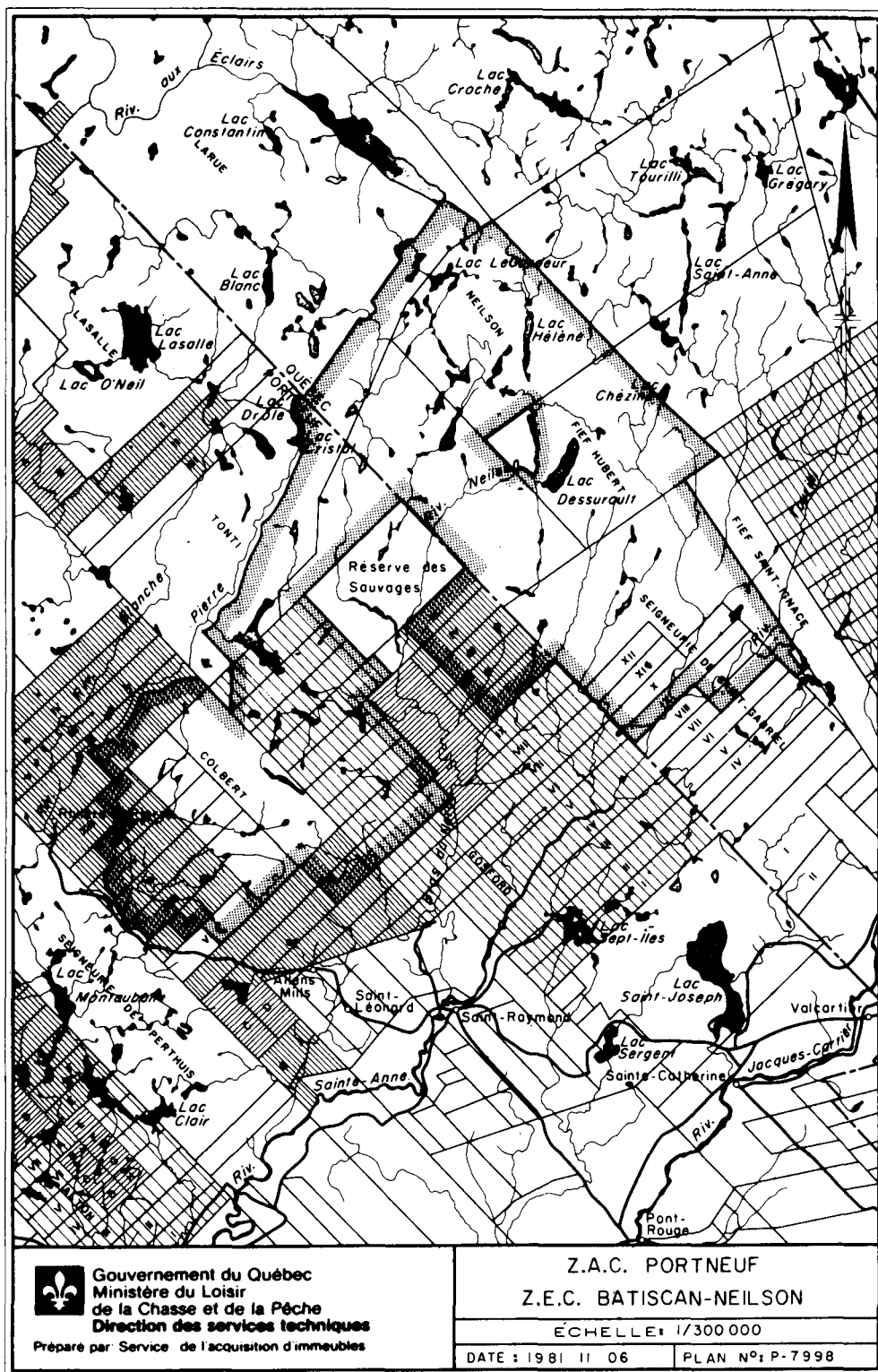
and IV ; northeasterly, following the northwestern limit of lot 32 of Range IV ; northwesterly, following the southwestern limit of Range V ; thence successively southwesterly, northwesterly, northeasterly, southeasterly and southwesterly, following the limit of the territory known as the "Réserve des Sauvages" to the division line of lots 44 and 45 of Range V of the township of Roquemont ; southeasterly, following the division line of lots 44 and 45 of Range V and the division line of lots 42 and 43 of Ranges IV, III, II and I ; northeasterly, following the division line of the townships of Roquemont and Gosford ; southeasterly, following the northeastern limit of the township of Gosford to the division line of concessions VIII and IX of the parish of Saint-Gabriel-de-Valcartier ; northeasterly, following the division line of concessions VIII and IX ; southeasterly, following the division line of lots 719 and 720 of concession VIII, the division line of lots 681 and 682 of concession VII ; northeasterly, following the division line of concessions VI and VII ; southeasterly, following the northeastern limit of lot 665 of concession VI and the northeastern limit of lot 596 on concession V until it meets with the northwestern limit of Tantaré Ecological Reserve ; thence, following the limit of the said reserve, azimuth 59°51' to the northeastern limit of lot 848 ; northwesterly, following the northeastern limit of lot 848, a distance of five hundred ninety and eighty-three hundredths metres (590,83 m) ; thence, azimuth 226°11', two hundred and five and fifty-nine hundredths metres (205,59 m) ; thence, azimuth 324°56', six hundred and three and fifty hundredths metres (603,50 m) ; thence, azimuth 46°11', two hundred and forty-five and forty-two hundredths metres (245,42 m), that is to the southwestern limit of fief Saint-Ignace ; northwesterly then northeasterly, following the southwestern and northwestern limit of fief Saint-Ignace to the starting point.

To be excluded from the territory :

A triangular-shaped piece of land in fief Saint-Hubert, bounded as follows : in the east, by the western shore of Neilson Lake ; in the southeast and south, by the western and northern limits of the right of way of the road ; in the southwest and northwest, by the township of Neilson.



**SCHEDULE A**  
(s. 1)



O.C. 716-79, (1979) 111 G.O., 2963  
O.C. 3112-81, (1981) 113 G.O.II, 3533



c. C-61, r.94

## Regulation respecting the Bessonne Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

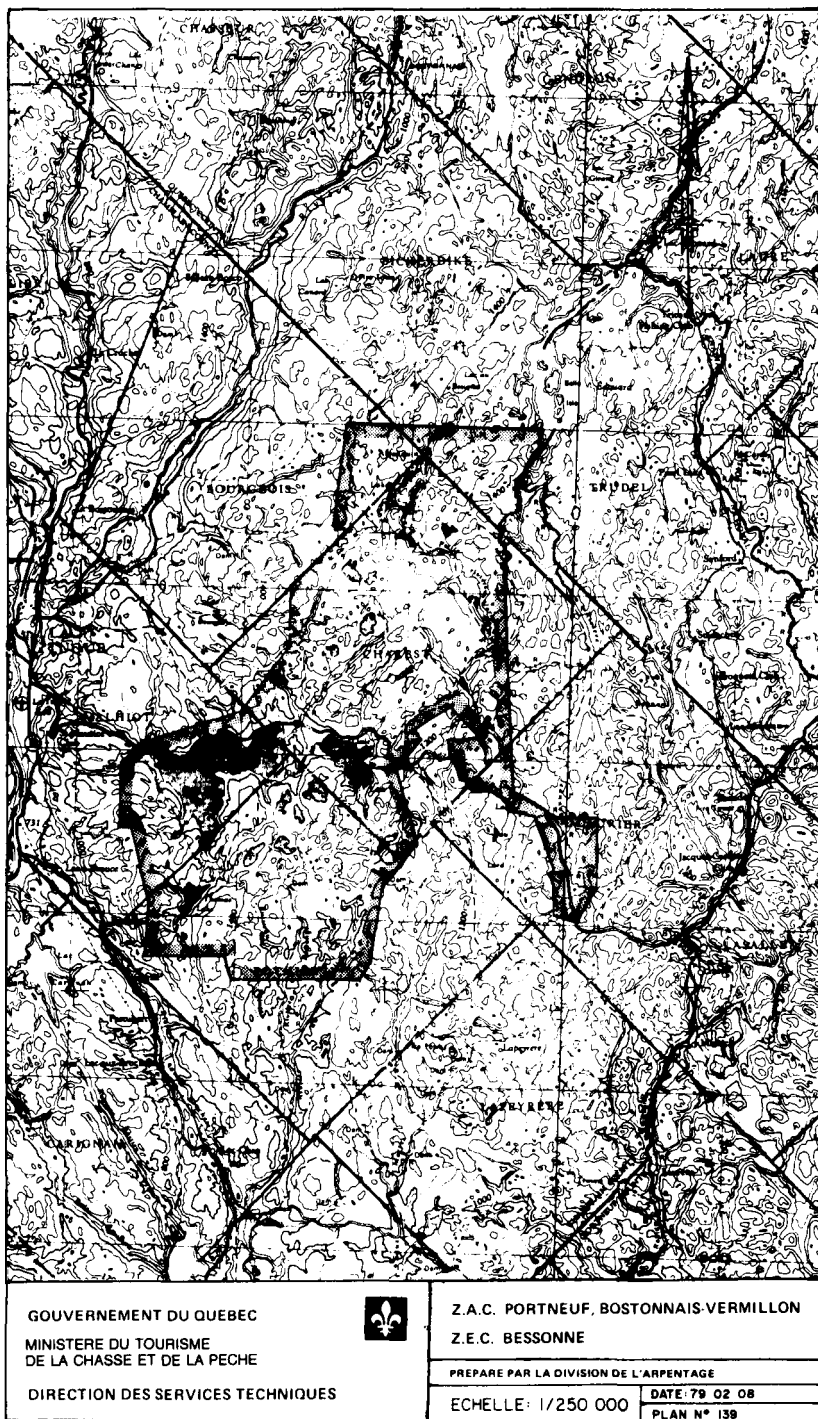
**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Bessonne Controlled Zone :

A territory situated in the county municipalities of Québec, Champlain, townships of Laurier, Charest, Bourgeois, Pothier, Malhiot and Bickerdike, containing four hundred and ninety-seven square kilometres (497 km<sup>2</sup>), whose perimeter is described as follows :

Commencing at a point situated on the separating line of the townships of Malhiot and Pothier, and whose U.T.M. coordinates are 5 240 950 m N and 674 425 m E ; thence southerly and easterly, a broken line whose apex coordinates are : 5 237 400 m N and 674 425 m E, 5 237 400 m N and 679 300 m E, 5 236 250 m N and 679 700 m E, skirting lac Saintes on the northern shore, to a point situated on the western limit of the Portneuf Wildlife Sanctuary ; thence, following the said limit of the reserve ; azimuth 21° 25', one and three hundred and ninety-two thousandths kilometres (1,392 km) ; thence, azimuth 6° 15', four and nine hundred and seven thousandths kilometres (4,907 km) ; thence, azimuth 48° 35', thence three and two hundred and ninety-eight thousandths kilometres (3,298 km) ; thence, azimuth 344° 35', four and one hundred and eighty-four thousandths kilometres (4,184 km) ; thence, azimuth 45° 00' to a point whose U.T.M. coordinates are : 5 250 850 m N and 691 175 m E ; thence northwesterly, northeasterly, southeasterly, westerly and southerly, the limit of the purveyor Fred Kennedy to a point situated on the northeastern limit of the right of way of the road and whose coordinates are : 5 250 100 m N and 692 900 m E ; thence southeasterly, the northeastern limit of the right of way of the road to a point whose coordinates are : 5 247 450 m N and 696 300 m E, thence southwesterly and southeasterly, the western limit of the purveyor Fred Kennedy, skirting the lake on the western shore to a point situated on the limit of the Portneuf Wildlife Sanctuary and whose coordinates are : 5 240 900 m N and 699 350 m E ; thence southeasterly and northeasterly, the limit of the Portneuf Reserve to a point situated on the southern limit of the Jeannotte Controlled Zone and whose coordinates are : 5 241 900 m N and 702 325 m E ; thence northwesterly, northerly and westerly, skirting the

lakes on the eastern and northern shores, the limit of the Jeannotte Controlled Zone passing by a point whose coordinates are : 5 246 650 m N and 701 650 m E and to a point situated on the northeastern limit of the right of way of the road and whose coordinates are : 5 246 600 m N and 699 000 m E ; thence northwesterly, the northeastern limit of the right of way of the road to the lac au Lard bridge ; thence northwesterly and northerly, following the limit of the Jeannotte Controlled Zone and passing by the points whose coordinates are : 5 248 200 m N and 696 400 m E, 5 264 200 m N and 695 775 m E, 5 265 000 m N and 696 250 m E, skirting lac Shiragoo on the eastern shore, lac Shiragoo, lac Lowney and lac de la Grande-Baie on the western shores to a point whose coordinates are : 5 270 000 m N and 697 725 m E ; thence westerly, to a point whose coordinates are : 5 270 000 m N and 686 000 m E skirting lac Eugène on the northern shore ; southwesterly and southeasterly, a broken line passing by a point whose coordinates are : 5 264 200 m N and 685 250 m E, to a point situated on the separating line of the townships of Bourgeois and Charest and whose coordinates are : 5 263 650 m N and 686 050 m E ; thence southwesterly, the separating line of the townships of Bourgeois and Charest to a point whose coordinates are : 5 260 275 m N and 682 875 m E, thence, in general southeasterly and southwesterly directions, a broken line whose apex coordinates are : 5 256 650 m N and 682 876 m E, 5 252 300 m N and 679 800 m E, 5 250 550 m N and 674 300 m E, 5 249 300 m N and 672 625 m E, 5 245 725 m N and 672 800 m E, 5 245 725 m N and 673 250 m E, skirting lac Zéphirin on the eastern shore, lac Delisle on the western shore, and lac Seymour on the eastern shore to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.95

## Regulation respecting the Borgia Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Borgia Controlled Zone :

A territory situated in the county municipalities of Champlain and Québec and comprising the townships of Michaux, Biart, Borgia, Chasseur, Bourgeois, containing five hundred and forty-six square kilometres (546 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the townships of Biart, Michaux and Bécart ; thence easterly, the separating line of the townships of Biart and Bécart, Biart and Crespicul to the meeting with the eastern limit of the right of way of the road alongside lac Biart to the east ; southerly and then southeasterly, the eastern limit of the right of way of the said road to the meeting with the northwestern limit of the right of way of Route 155 ; southwesterly, the northwestern limit of the right of way of Route 155 to the meeting with the northern limit of the land under lease for commercial and tourist purposes "Le Rochu" and whose apexes are identified according to the following U.T.M. coordinates :

(1) 5 296 850 m N, 688 350 m E (meeting point mentioned above)

(2) 5 296 700 m N, 682 100 m E

(3) 5 294 600 m N, 682 100 m E

(4) 5 294 600 m N, 682 500 m E

(5) 5 291 150 m N, 682 500 m E

(6) 5 286 850 m N, 681 100 m E

(7) 5 286 150 m N, 682 250 m E

(8) 5 285 350 m N, 681 850 m E

(9) 5 284 200 m N, 684 050 m E ;

the point 9 being situated on the northwestern limit of the right of way of Route 155 ; southwesterly, the northwestern limit of the right of way of Route 155 to the meeting with the extension towards the east of the southern limit of the land under lease for commercial and tourist purposes "Le Syndicat touristique, ville de La Tuque", a point

whose U.T.M. coordinates are 5 279 250 m N, 679 500 m E ; thence, westerly, the said extension to its meeting with the southeastern corner of the land under lease for commercial and tourist purposes "Le Syndicat touristique, ville de La Tuque", a point whose U.T.M. coordinates are 5 279 250 m N, 677 625 m E ; thence, the eastern limit of the said outfitter whose apexes are identified according to the following coordinates :

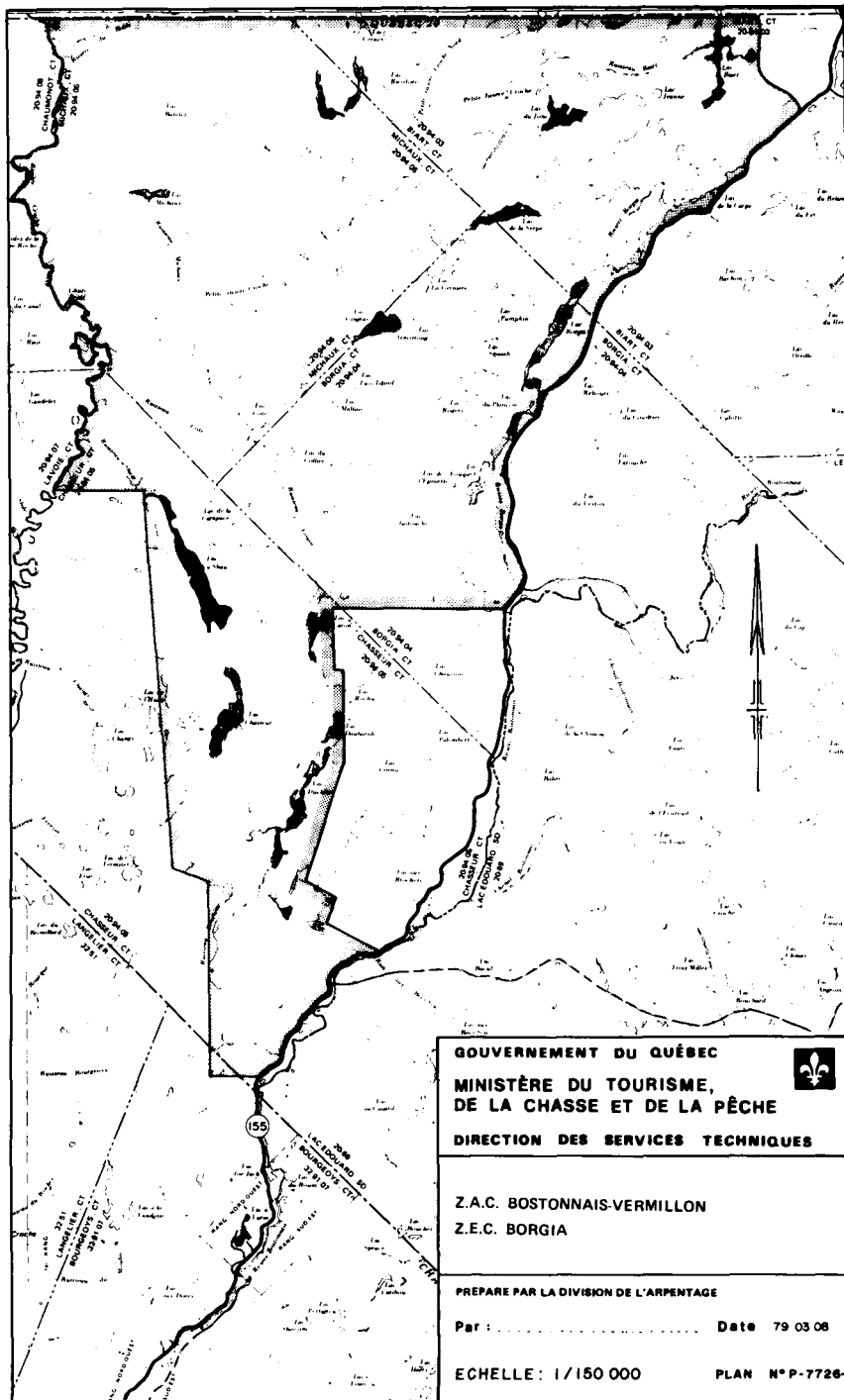
5 286 700 m N, 677 450 m E

5 287 300 m N, 676 150 m E

5 301 000 m N, 674 850 m E,

thence westerly, the northern limit of the said outfitter and its extension to the meeting with the left bank of the rivière Croche ; northerly, the left bank of the rivière Croche to the separating line of the townships of Michaux and Bécart ; thence easterly, the separating line of the said townships to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 1312-79, (1979) 111 G.O., 3351



c. C-61, r.96

## Regulation respecting the Boullé Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Boullé Controlled Zone :

A territory situated in the county municipalities of Berthier and Maskinongé, comprising the townships of Dupont, Boullé, Légaré, Charland, containing six hundred and thirty-two and seventy-eight hundredths square kilometres (632,78 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the townships of Lenoir, Laverdière, Dupont and Charland, the said point being situated at the northeastern limit of parc du Mont-Tremblant ; thence northwesterly the separating line of the townships of Lenoir and Dupont ; thence, northeasterly the northwestern limit of the township of Dupont and of the township of Boullé ; thence, southeasterly the northeastern limit of the township of Boullé ; thence southwesterly, the separating line of the townships of Boullé and Légaré to the meeting with the eastern limit of the Club Cargair Ltée, outfitters for commercial and tourist purposes. Thence, westerly and then southeasterly, the limit of the outfitters Cargair Ltée, whose apexes have the following U.T.M. coordinates :

- (1) 5 209 150 m N, 568 050 m E
- (2) 5 208 900 m N, 562 800 m E
- (3) 5 208 450 m N, 562 600 m E
- (4) 5 208 500 m N, 559 050 m E
- (5) 5 203 350 m N, 561 700 m E
- (6) 5 203 150 m N, 562 000 m E ;

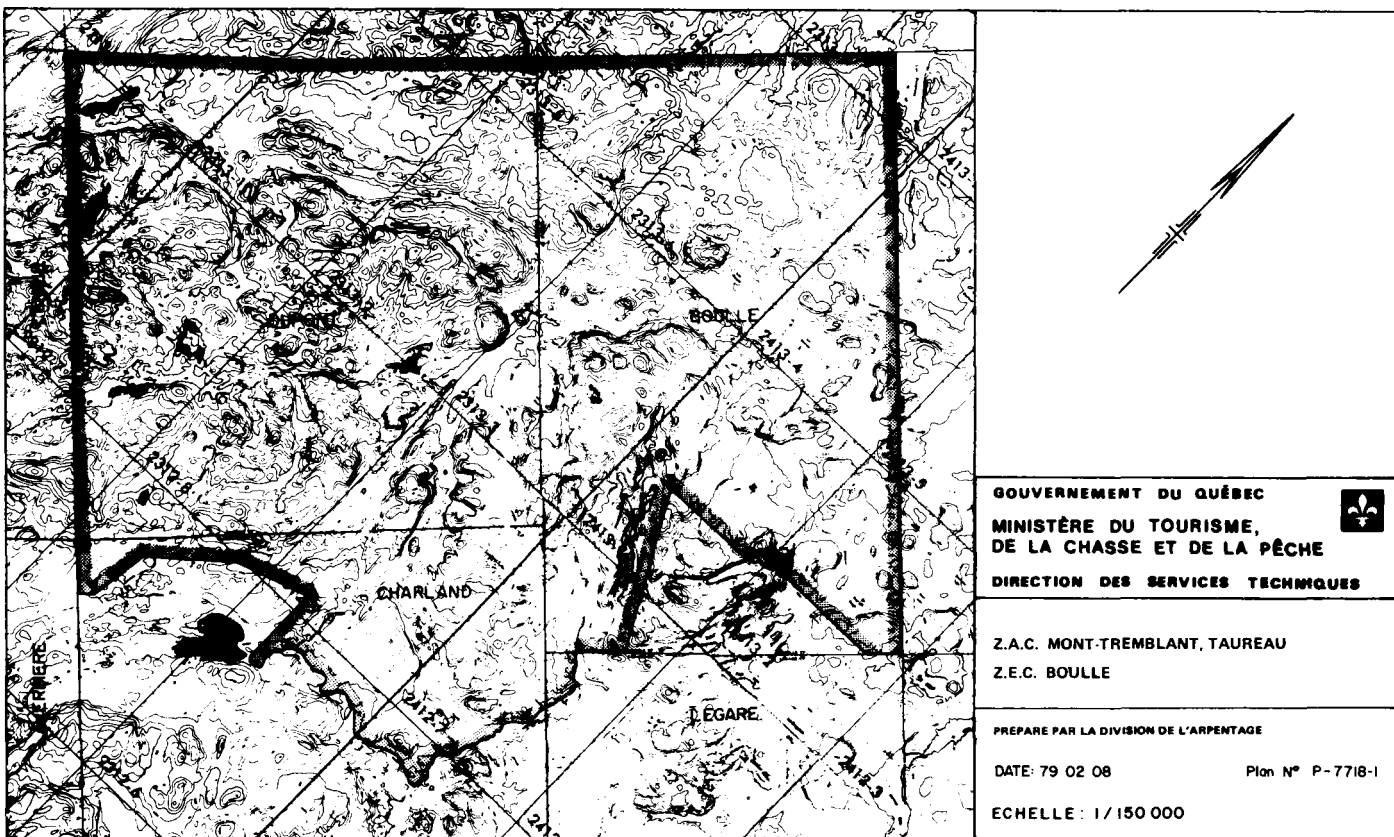
the points 1 and 6 being situated on the separating line of the townships of Boullé and Légaré. Thence, southwesterly, the separating line of the townships of Boullé and Légaré to the meeting with the left bank of the outlet of lac Roulin ; thence, the left bank of the outlet of lac Roulin to the meeting with the left bank of rivière Boullé ; thence, southwesterly, the left bank of rivière Boullé and rivière Du Milieu to the meeting with the right bank of ruisseau Pierron ; thence, westerly the right bank of ruisseau Pier-

ron to the limit of parc du Mont-Tremblant close to lac Pierron (plan of Jude Audet dated 16 November 1977) ; thence, northerly, southeasterly and then southwesterly, the limit of parc du Mont-Tremblant to the separating line of the townships of Laverdière and Charland (J. Audet plan 16-11-1977) ; thence, northwesterly the separating line of the townships of Laverdière and Charland (limit of parc du Mont-Tremblant) to the point of commencement.

# SCHEDULE A

(s. 1)

O.C. 720-79, (1979) 111 G.O., 2975





c. C-61, r.97

## Regulation respecting the Bras-Coupé-Desert Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Bras-Coupé-Desert Controlled Zone :

A territory situated in the county municipalities of Gatineau and Pontiac, comprising the townships of Hainaut, Orleanais, Limousin, Lorraine, Picardie, Maine, Isle-de France, Angoumois, Egan, Lytton, Béliveau, Mitchell and Church, containing one thousand one hundred and eighty-eight square kilometres (1 188 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point, the said point being the meeting of the southern limit of the right of way of the Tomasine depot road with the southwestern limit of the right of way of route No. 117, the said point being situated near the separating line of the townships of Mitchell and Lytton ; thence, westerly, the southern limit of the right of way of Tomasine depot road to the meeting with the right bank of ruisseau Quinn ; southerly, the right bank of the said stream ; southwesterly, the left bank of rivière Désert to the meeting with the extension of the right bank of an outlet, a point whose U.T.M. coordinates are 5 170 700 m N, 416 100 m E ; thence, south westerly the said extension and the right bank of the outlet of the lake whose U.T.M. coordinates are 5 169 575 m N, 414 925 m E ; to the meeting with the eastern shore of the said lake ; thence, southerly, to the meeting with the eastern limit of the right of way of the road ; thence, in a general southwesterly direction, the eastern limit of the right of way of the road leading to lac Lytton up to the northern end of the said lake ; thence, easterly, a straight line joining the eastern limit of the right of way of the road with the normal highwater mark of lac Lytton ; thence, in a general southeasterly direction, the normal high water mark of lac Lytton skirting the lake to the east to the western limit of Range VIII of the township of Lytton ; southerly, the western limit of the said range ; westerly, the southern limit of the township of Lytton ; southerly, the separating line of Ranges VII and VIII of the township of Egan to the separating line of lots 72 and 73 of Range VIII of the said township ; southwesterly, a straight line to the meeting with a point situated on the eastern shore of lac Bon à Rien, at the intersection with the eastern limit of the township of

Angoumois ; thence, southerly, the separating line of the townships of Angoumois and Egan to the meeting with the normal high-water mark of lac Harding ; thence, in a southeasterly, southerly and then northwesterly direction, the normal high-water mark of lac Harding to the meeting with the left bank of the outlet of lac Harding ; thence, in a general southerly and then southeasterly direction, the left bank of the outlet of lac Harding to the meeting with the left bank of rivière de l'Aigle ; thence, in a general southwesterly direction, the left bank of rivière de l'Aigle to a point whose U.T.M. coordinates are 5 128 300 m N, 403 000 m E ; thence, northwesterly, a straight line to the meeting with the separating line of the townships of Béliveau, Artois and Angoumois ; thence, westerly, the separating line of the townships of Angoumois and Artois to its meeting with the left bank of the tributary of lac Inman ; thence, northwesterly, the left bank of the tributary of lac Inman, the normal highwater mark of lac Inman skirting it to the northeast up to its northwestern limit ; thence northwesterly, the left bank of the outlet of lac Lais to the meeting with the northeastern limit of the right of way of the road ; thence northwesterly, the northeastern limit of the right of way of the road leading to lac David up to the meeting with the normal high-water mark of the said lake ; thence, in a general northerly direction, the normal high-water mark of lac David to the meeting with the left bank of a tributary of lac David situated at the northern end of the said lake ; thence northeasterly, the left bank of the tributary to the meeting with the southwestern limit of the right of way of route No. 12 ; thence, in a general northwesterly direction, the southwestern and western limit of route No. 12 and of route No. 13A, that is, the road alongside the following lakes : Holly, Geard, Tassé, Phébé, Ruben, Perdrix Blanche, to the meeting with the southern limit of the right of way of route No. 13 (at the level of the dam situated to the south of lac Gagamo) ; thence, in a general northwesterly direction, the southern limit of the right of way of route No. 13, that is, the road alongside the following lakes : Tilley, Yellow, Cassel, Gibéon, Druide, Gallia, Pelletier, to the meeting with the left bank of the tributary of lac Pelletier whose U.T.M. coordinates are 5 173 550 m N, 370 390 m E ; thence N51°00'E — 7,785 km, skirting lac Weldie to the northwest, that is to a point whose U.T.M. coordinates are : 5 178 450 m N, 376 440 m E ; thence N31°53'30"E — 7,420 km, that is to the meeting with the west side of the portage road of the Tomasine farm (limit of parc de la Vérendrye) whose U.T.M. coordinates are : 5 184 750 m N, 380 360 m E ; thence, in a general southeasterly direction, the southern limit of parc la Vérendrye, that is the



west side of the portage of the Tomasine farm to the meeting with the right bank of ruisseau Fraser ; thence, the right bank of ruisseau Fraser, the normal high-water mark of lac Savary and of petit lac Savary skirting them to the south ; thence, in a general easterly direction, the right bank of the outlet of lac Savary, of rivière Tomasine, of lac Tomasine, of the outlet of lac Tomasine, of lacs du Pont to the intersection with the southeastern limit of the right of way of the Tomasine depot road ; thence, the southeastern limit of the right of way of the said road to the meeting with the northern limit of the road of way along the separating line of the townships of Mitchell and Lytton ; thence, easterly, the northern limit of the said right of way to the southwestern limit of the right of way of route No. 117 ; thence, southeasterly, to the point of commencement.

[illegible]



c. C-61, r.98

## Regulation respecting the Buteux-Bas-Saguenay Controlled Zone

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Buteux-Bas-Saguenay Controlled Zone :

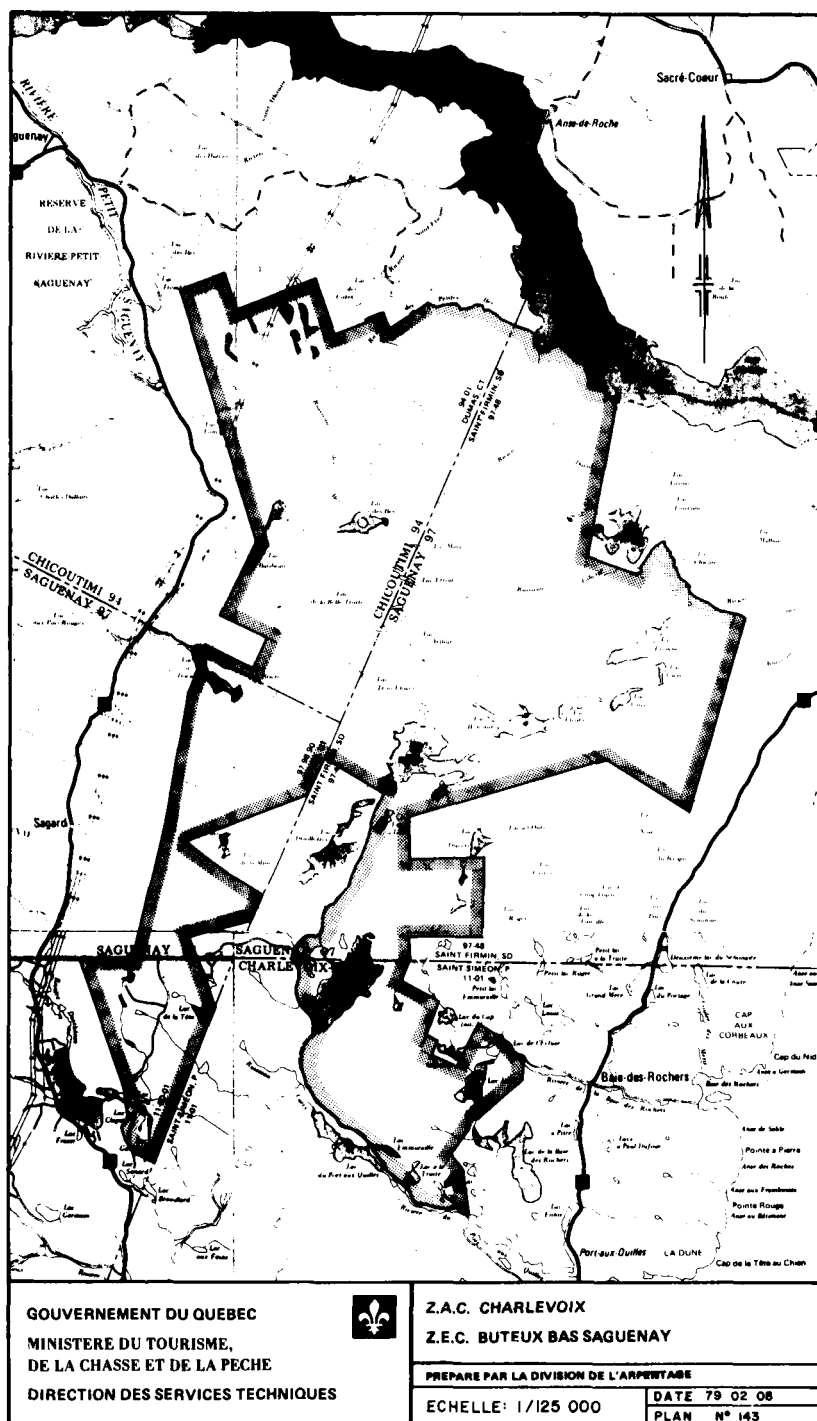
A territory situated in the county municipalities of Charlevoix-Est and Chicoutimi, townships of Callières, Dumas, Sagard, Saguenay and Chauveau, containing two hundred and sixty-six square kilometres (266 km<sup>2</sup>) and whose perimeter is described as follows :

**First part :** Commencing at a point situated at the intersection of the separating line of Range I Est Petit-Saguenay and Range II Est Petit-Saguenay with the separating line of lots 12 and 13 of Range II Est Petit-Saguenay ; thence northeasterly, the separating line of lots 12 and 13 of Range II Est Petit-Saguenay, southeasterly, the separating line of Range II Est Petit-Saguenay and Range I south Saint-Etienne road ; northeasterly, the separating line of Ranges I south Saint-Etienne road and II south Saint-Etienne road ; southeasterly, the northeastern line of lot 10 ; northeasterly, the southeastern line of lot 16 ; southeasterly, the southwestern line of lot 1 of Range Ouest chemin Maritime ; northeasterly, the southeastern line of lot 1 ; easterly, the northern bank of rivière des Petites Îles ; southeasterly, the normal high-water mark on the western bank of rivière Saguenay to the mouth of rivière David, U.T.M. coordinates 5 332 400 m N and 437 150 m E ; southwesterly and southeasterly, a broken line whose apex coordinates are : 5 327 650 m N and 436 300 m N, 5 327 325 m N and 437 600 m N ; northeasterly, the eastern shore of the lake ; northeasterly and southeasterly, the eastern and southern limit of the road to the northwestern limit of the right of way of the power line ; southwesterly, the northwestern limit of the right of way of the power line to a point whose coordinates are : 5 320 000 m N and 439 300 m N ; thence, a broken line following the limit of the land under lease, whose apex coordinates are : 5 321 500 m N and 436 550 m E, 5 320 100 m N and 430 950 m E, 5 318 775 m N and 430 950 m E, 5 318 775 m N and 433 375 m E, 5 316 350 m N and 433 200 m E, 5 316 350 m N and 430 800 m E ; thence southerly, to the northwestern corner of lot 39 of Range VI of the township of Callière ; southwesterly the northwestern limit of lots 39, 38 and 37 of Range VI ; southeasterly, the northeast-

ern shore of petit lac Long, the separating line of lots 36A and 37 of Range VI ; southwesterly, southeasterly and northeasterly, the northwestern, southwestern and south-eastern limit of Block B ; southeasterly, a straight line to the road leading to lac de l'Écluse ; southeasterly, the southwestern limit of the road leading to lac de l'Écluse to a point whose coordinates are : 5 312 825 m N and 433 850 m E ; southwesterly, a broken line whose apex coordinates are : 5 311 900 m N and 433 650 m E, 5 310 775 m N and 432 600 m N, 5 311 000 m N and 432 275 m E, 5 310 550 m N and 432 250 m E and 5 309 750 m N and 431 750 m E, 5 309 200 m N and 432 275 m E, 5 308 300 m N and 432 050 m E ; northwesterly, northeasterly, the eastern limit of the road alongside lac du Port-aux-Quilles, lac aux Canards and lac Druillettes to a point whose coordinates are : 5 320 575 m N and 430 000 m E, thence, northwesterly and southeasterly, a broken line following the limit of the land under lease whose apex coordinates are 5 321 650 m N and 428 050 m E, 5 320 725 m N and 427 600 m E and 5 319 425 m N and 424 450 m E, 5 318 375 m N and 425 225 m E, 5 317 725 m N and 426 175 m E, 5 317 175 m N and 425 900 m E, 5 316 650 m N and 424 500 m E, 5 315 200 m N and 424 550 m E ; thence, to the intersection of the separating line of the townships of Callières and Chauveau, and the northern shore of lac de la Tête ; southwesterly, the separating line of the townships of Callières and Chauveau to a point whose coordinates are : 5 3097 00 m N and 422 800 m E ; thence northwesterly, a straight line to sixty metres (60 m) from the southern shore of lac Clapin ; northerly, a line parallel to and sixty metres (60 m) distant to the west from the western shore of lac Clapin ; northwesterly, a straight line to a point whose coordinates are : 5 311 750 m N and 422 000 m E ; northwesterly to a point whose coordinates are : 5 315 850 m N and 420 500 m E ; easterly, the separating line of the townships of Chauveau and Sagard ; northeasterly, the southeastern line of Range III of the township of Sagard ; northerly, a line parallel to and sixty metres (60 m) distant to the west from the western shore of lac à David ; northeasterly, the separating line of Range I Est Petit-Saguenay and Range II Est Petit-Saguenay ; southeasterly, the separating line of lots 58 and 59 of Range II Est Petit-Saguenay ; northeasterly, the southeastern limit of lots 56, 57 and 58 ; northwesterly, the separating line of lots 55 and 56 ; northeasterly and northwesterly, the separating line of Range I Est Petit-Saguenay and Range II Est Petit-Saguenay to the point of commencement.

**Second part :** A territory comprising rivière Petit-Saguenay and a strip of land of sixty metres (60 m) on each side of the river, from the modified high-water mark, commencing at the separating line of the townships of Sagard and Dumas downstream to the dam.

**SCHEDULE A**  
(s. I)





c. C-61, r.99

## Regulation respecting the Capitachouane Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section, constitutes the Capitachouane Controlled Zone :

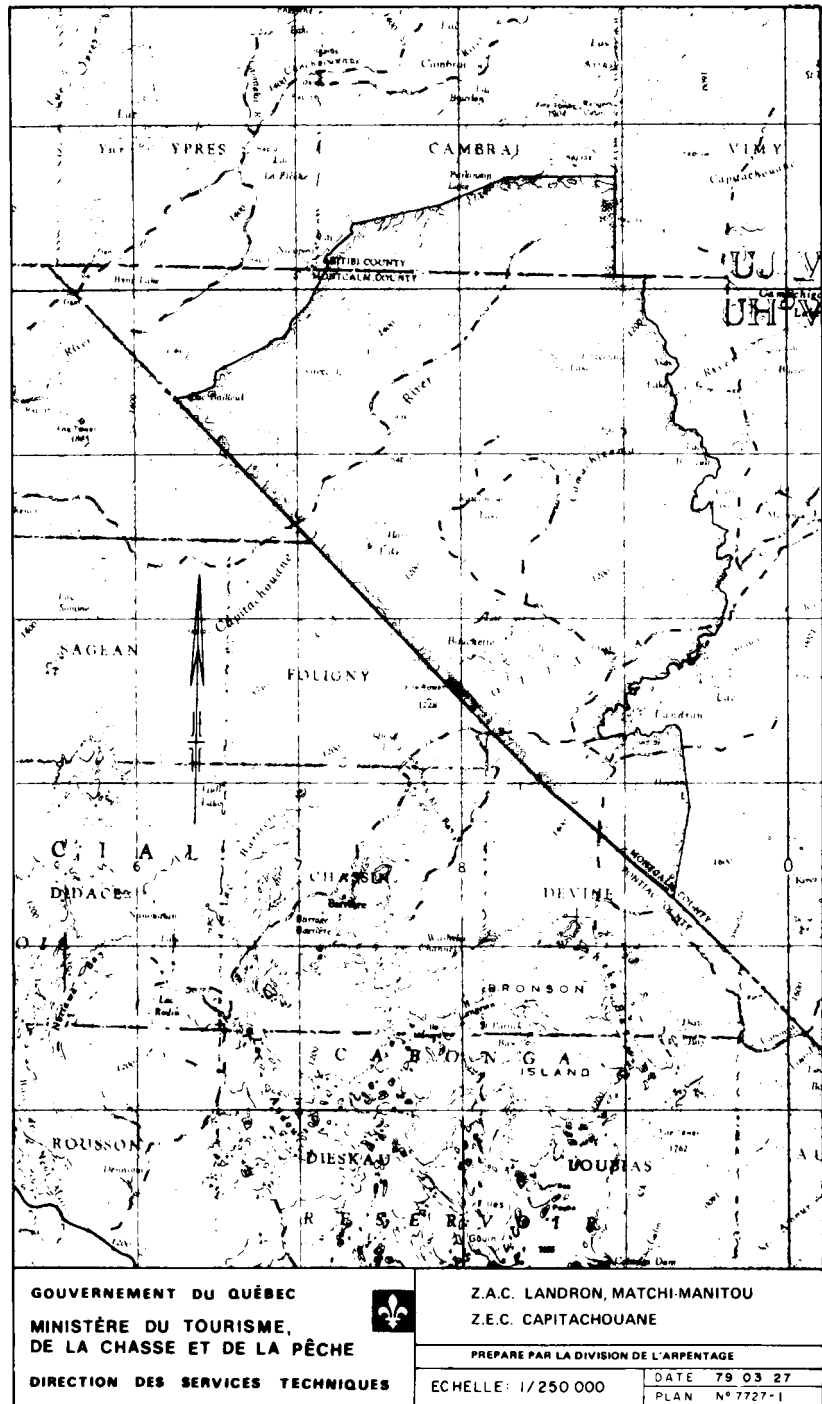
A territory situated in the county municipalities of Montcalm and Abitibi, comprising the townships of Cambrai, Vimy and partly in an unorganized territory, containing seven hundred and sixty-five square kilometres (765 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the separating line of the counties of Pontiac and Montcalm at the intersection with the southeast shore of lac Rock ; thence north-westerly, the northeastern limit of parc La Vérendrye, that is, the separating line of the counties of Pontiac and Montcalm to the meeting with a line parallel to and four and eighty-three hundredths kilometres (4,83 km) distant from the southeastern bank of rivière Chochocouane ; thence northeasterly, the said line parallel to and four and eighty-three hundredths kilometres (4,83 km) distant from the southeastern bank of rivière Capitachouane to the meeting with the southeastern shore of lac Nieuport (limit of parc La Vérendrye) ; northeasterly, the normal high-water mark of lac Nieuport to the meeting with a tributary of the said lake, the geographical coordinates of the said point are latitude : 47°52'30" north, longitude : 76°41'30" west ; thence northeasterly, a straight line joining the last point to the northern end of lac Malone ; thence northeasterly, a straight line joining the northern end of lac Malone to the western end of the lake lying west of lac Masnières ; easterly, the normal high-water mark of the said lake and of lac Masnières skirting them to the north up to the most northern end of lac Masnières ; thence easterly, to the separating line of the townships of Vimy and Cambrai ; thence southerly, the separating line of the said townships to the meeting with the southern limit of the township of Vimy, easterly, the southern limit of the township of Vimy to its meeting with the right bank of the outlet of lac Keddie ; southerly, the right bank of the outlet of lac Keddie, the normal high-water mark of lac Akos skirting it to the west, the right bank of the outlet of lac Akos, the left bank of the outlet of lac Bricault, the normal high-water mark of lac Bricault skirting it to the

west, the left bank of the outlet of lac Carr, the normal high-water mark of lac Carr skirting it to the west to the meeting with the road situated on its eastern shore, southerly, the western limit of the right of way of the said road to the meeting with the tributary of lac Chinon ; south-westerly, the right bank of the tributary of lac Chinon and the lake which is met there to the rivière Ottawa ; southerly, the left bank of the outlet of lac Landron, the northern and western shores of lac Landron ; thence easterly, the northern side of the right of way of the road leading to lac Landron to the meeting with the left bank of the outlet of a chain of lakes, the geographical coordinates of that point being latitude ; 47°36'15" north, longitude : 76°27'10" west ; thence easterly, the left bank of the outlet of the said lakes, the southern shore of the said lakes and their outlets to the southern limit of the last lake of that chain latitude : 47°35'50" north, longitude : 76°25'00" west, thence southeasterly, a straight line joining the last lake to the eastern end of lac Hopkins ; thence, a straight line joining the eastern end of lac Hopkins to the eastern end of lac Rock ; thence, southeastern shore of lac Rock to the point of commencement.

**SCHEDULE A**

(s. 1)



O.C. 1314-79, (1979) 111 G.O., 3449 and (1981) 113 G.O.II, 2527



c. C-61, r.100

## Regulation respecting the Casault Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Casault Controlled Zone :

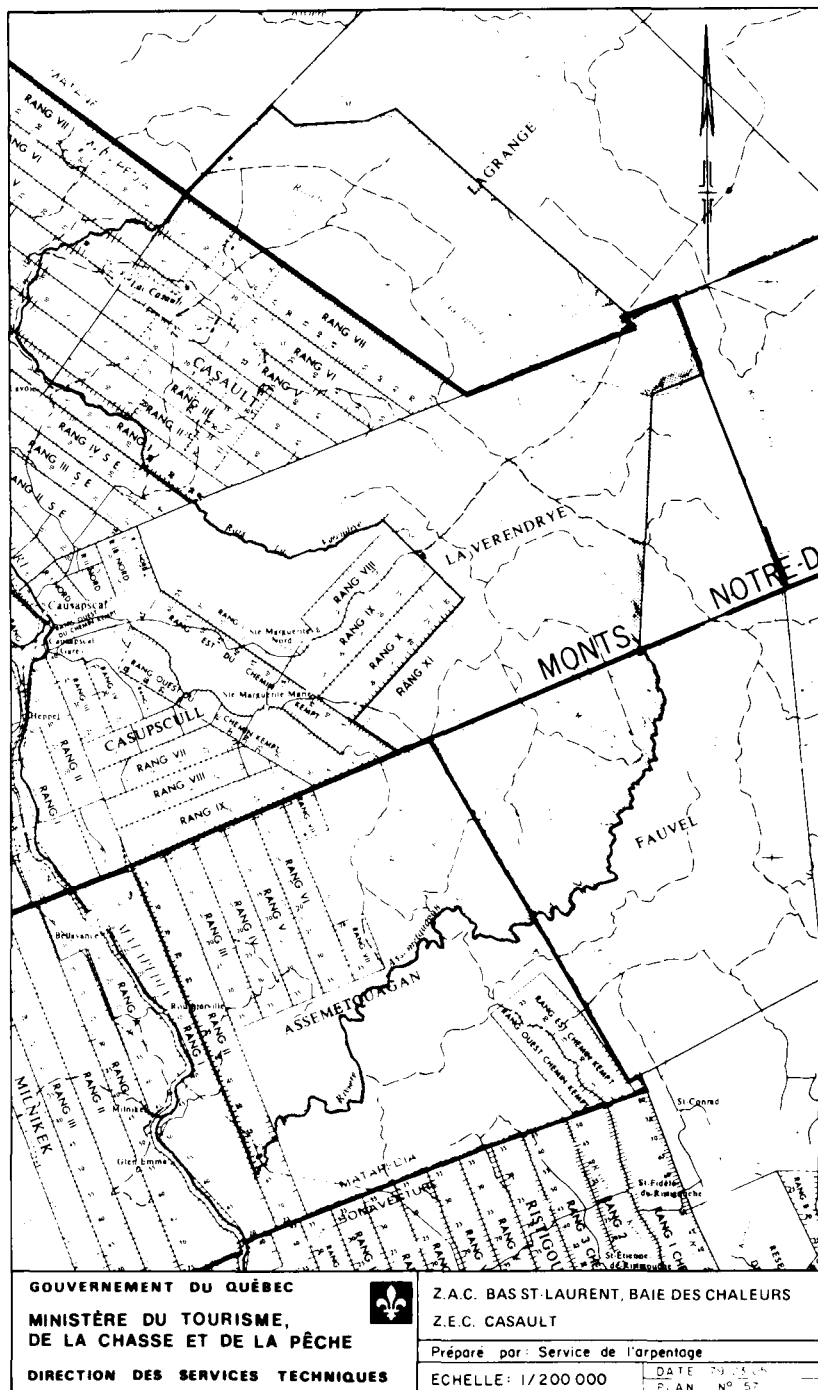
A territory situated in the county municipalities of Bonaventure, Matane and Matapédia, townships of Blais, Lagrange, Casault, Casupscull, La Vérendrye, Assemetquagan and Fauvel, containing eight hundred and thirty-six square kilometres (836 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated at the intersection of the separating line of the townships of Casupscull and Assemetquagan at the intersection with the separating line of Ranges I and II of the township of Assemetquagan ; thence northeasterly, the separating line of the township of Assemetquagan and Casupscull ; northwesterly, the separating line of the townships of Casupscull and La Vérendrye ; northeasterly, the separating line of Ranges X and XI of the township of La Vérendrye ; northwesterly, the northeastern outer line of lot 31 of Range X of the township of La Vérendrye and its extension to the intersection with the right bank of ruisseau La Vérendrye ; thence, in a general westerly direction, the right bank of ruisseau La Vérendrye to the separating line of the townships of Lepage and Casault ; thence northwesterly, the separating line of the townships of Lepage and Casault to the right bank of rivière Causapscal ; thence, in general northwesterly, northerly and northeasterly directions, the right bank of rivière Causapscal to the separating line of the townships of Blais and Casault ; thence, northeasterly, the separating line of the townships of Blais and Cuq on the one hand and the townships of Casault and Lagrange on the other hand to the intersection with the line of the height of land established by the land surveyor Fafard in 1928 ; thence southeasterly, the said line of the height of land established by the land surveyor Fafard in 1928 (C.R. 100) (limit of the Matane Reserve) to the intersection with the extension of the southwestern outer line of block A of the township of Lagrange ; thence southeasterly, the extension of the southwestern outer line of block A, the southwestern outer line of block A and the southwestern outer line of block B of the township of Lagrange to the separating line of the townships of Lagrange and La

Vérendrye ; northeasterly, the separating line of the townships of Lagrange and La Vérendrye ; southeasterly, the separating line of the townships of La Vérendrye and Catalogne ; southwesterly, the northwestern outer line of block A of the township of La Vérendrye ; southerly, the western outer line of block A of the township of La Vérendrye to the intersection with the right bank of rivière Assemetquagan ; thence southwesterly, the right bank of rivière Assemetquagan to the intersection with the separating line of Ranges I and II of the township of Assemetquagan ; thence, northwesterly the separating line of Ranges I and II to the point of commencement.

Less and to withdraw therefrom lots 12A and 12B of Range V, township of Casault.

**SCHEDULE A**  
(s. 1)







c. C-61, r.101

## Regulation respecting the Chapais Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

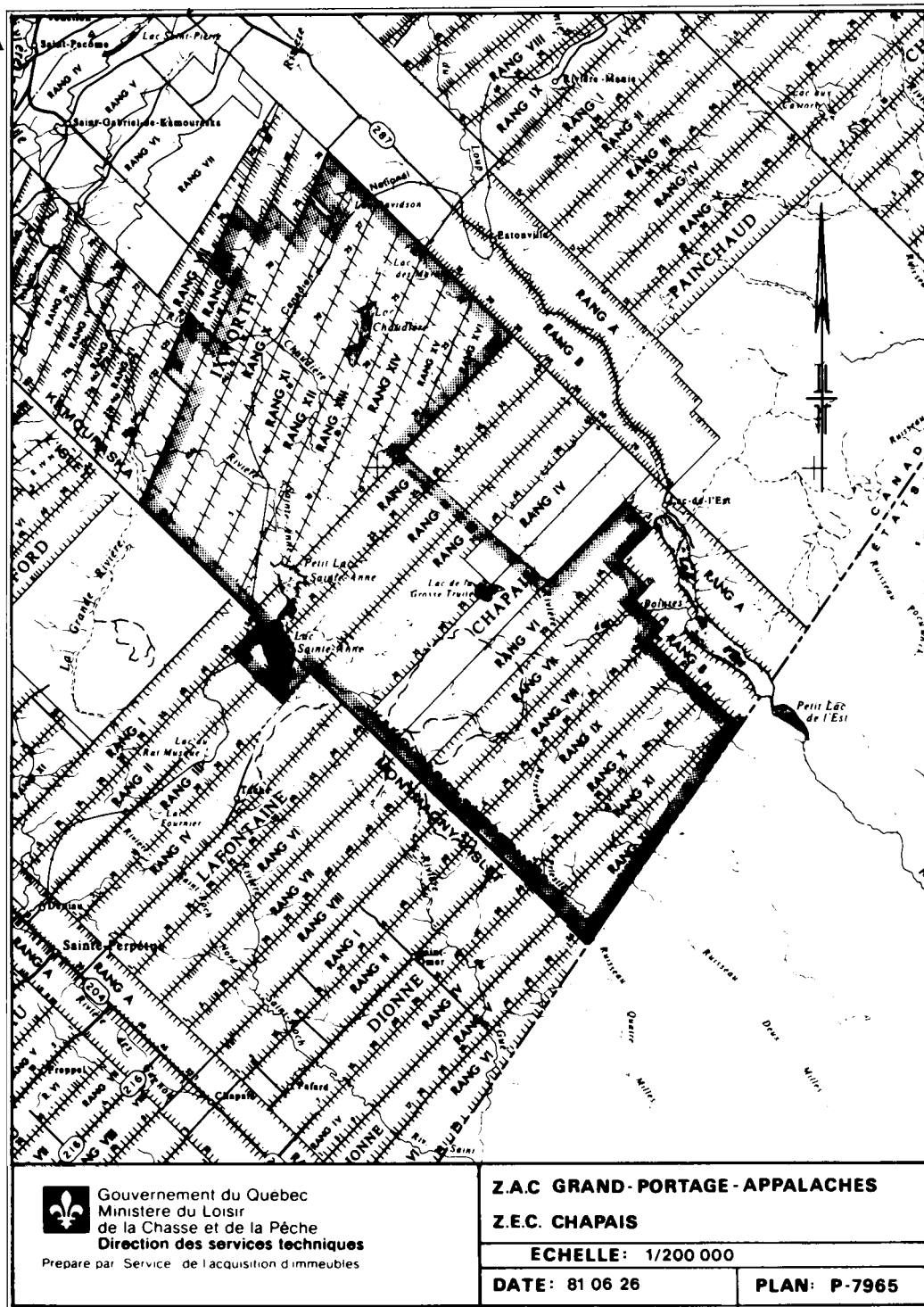
**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section, constitutes the Chapais Controlled Zone :

A territory situated in the county municipalities of Kamouraska and L'Islet, in the townships of Chapais, Ixworth, Lafontaine, and in the cadastre of the Saint-Onésime parish ; with a surface area of three hundred and ninety-one square kilometres (391 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the meeting point of the division line of the townships of Ashford and Ixworth and the division line of Ranges VIII and IX of the township of Ixworth ; thence northeasterly, the division line of the said ranges to the southwestern boundary of lot 445 of Range VIII ; thence northwesterly, the southwestern boundary of lot 445 ; northeasterly, the division line of Ranges VII and VIII to the northeastern boundary of lot 13 of Range VIII ; southeasterly, the southeastern boundary of lot 13 ; northeasterly, the division line of Ranges VIII and IX of the township of Ixworth to the division line of lots 17 f and 18 a of Range VIII ; northwesterly, the division line of lots 17 f and 18 a of Range VIII ; northeasterly, the division line of Ranges VII and VIII to the division line of lots 21 and 22 a of Range VIII ; southeasterly, the division line of lots 21 and 22 a of Range VIII ; northeasterly, the division line of Ranges VIII and IX to the division line of lots 23 and 24 a of Range IX ; southeasterly, the division line of lots 23 and 24 a of Range IX ; northeasterly, the division line of Ranges IX and X, to the division line of lots 25 and 26 a of Range X ; southeasterly, the division line of lots 25 and 26 of Range X ; northeasterly, the southeast boundary of lots 26 a, 26 b, 26 c, 26 d and 26 e of Range X ; northwesterly, the division line of lots 26 e and 26 f of Range X ; northeasterly, the division line of Ranges IX and X of the township of Ixworth ; southeasterly, the northeastern boundary of the township of Ixworth ; southwesterly, the southeastern boundary of the township of Ixworth (northwestern boundary of the hunting and fishing outfitting territory of Mont-Carmel) to the division line of lots 38 and 39 of Range I of the township of Chapais, southeasterly, the said division line and its extension (southwestern boundary of the said outfitters), to the northwestern

boundary of Range VI ; northeasterly, the said boundary of Range VI (southeastern boundary of the said outfitters), to the northeastern boundary of Range VI ; southeasterly, the said boundary ; southwesterly, the southeastern boundary of Range VI, to the northeastern boundary of Range VII ; southeasterly, the said boundary ; southwesterly, the southeastern boundary of Range VII to the northeastern boundary of Range VIII ; southeasterly, the said boundary ; southwesterly, the southeastern boundary of Range VIII to the northeastern boundary of Range IX ; southeasterly, the northeastern boundary of Ranges IX, X, XI and XII ; southwesterly, the southeastern boundary of the township of Chapais (border between Canada and the United States) ; northwesterly, the southwestern boundary of the township of Chapais to the division line of Ranges III and IV of the township of Lafontaine ; southwesterly, the division line of Ranges III and IV of the said township to the division line of lots 49 and 50 of Range III ; northwesterly, the division line of lots 49 and 50 of Ranges III and II of the said township ; northeasterly, the division line of Ranges I and II ; northwesterly, the southwestern limit of the townships of Chapais and Ixworth back to the starting point.

**SCHEDULE A**  
(s. 1)





c. C-61, r.102

## Regulation respecting the Chapeau de Paille Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section, constitutes the Chapeau de Paille Controlled Zone :

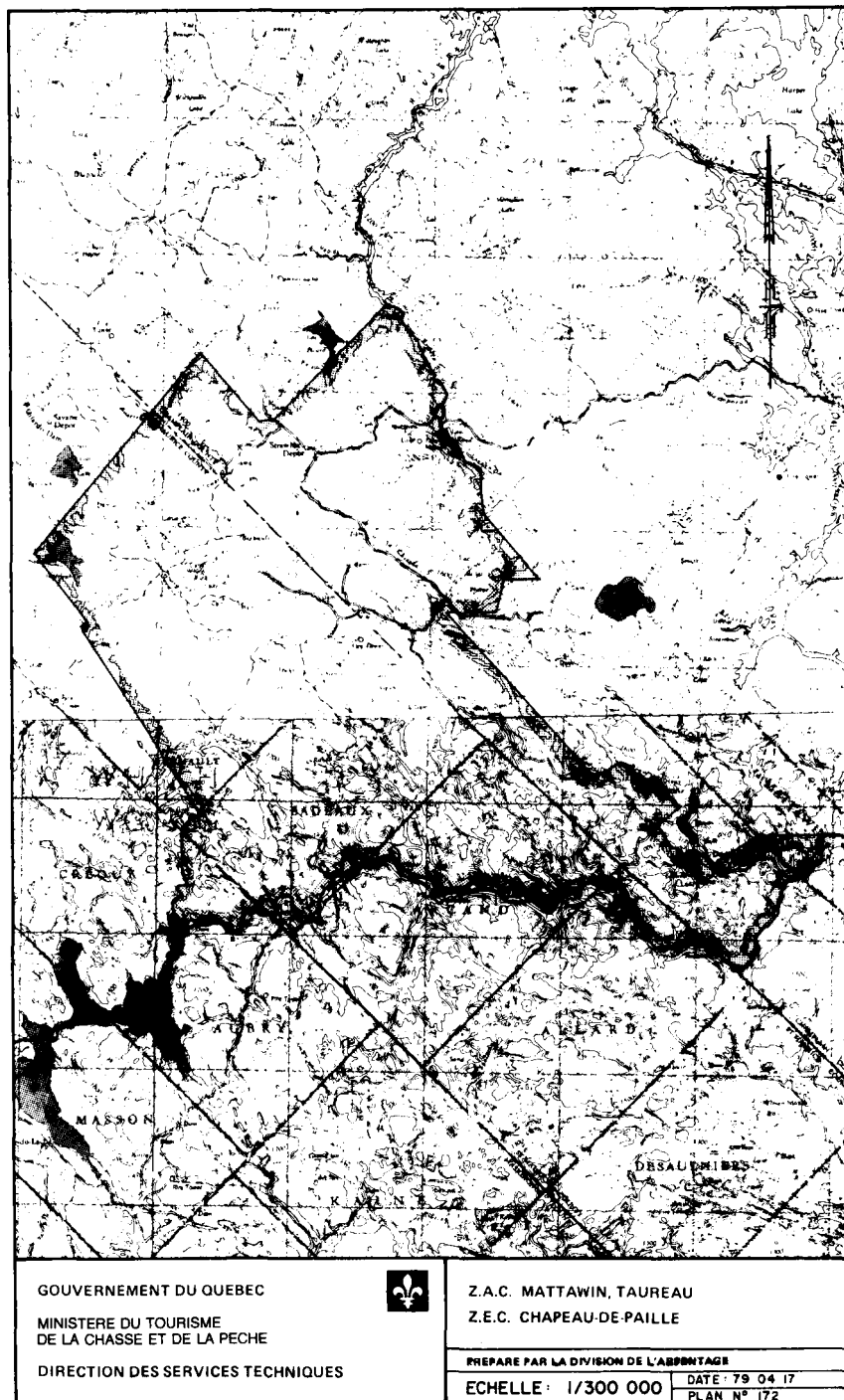
A territory situated in the county municipalities of Champlain and Saint-Maurice, townships of Arcand, Allard, Créquy, Potherie, Badeaux, Bréhault, Normand, Livernois, Picard and in the seigneurie Cap-de-la-Madeleine, containing one thousand two hundred and fifty-seven square kilometres (1 257 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the line separating the townships of Arcand and Allard with the left bank of rivière Matawin ; thence, in a general southwesterly direction, the left bank of rivière Matawin to reservoir Taureau ; thence, in a general northwesterly direction, the eastern bank of reservoir Taureau, the eastern bank of the outlet of lac aux Cenelles, the western shore of lac aux Cenelles, the eastern bank of rivière aux Cenelles to lac Gayot ; thence, northerly, a straight line to the intersection with the lines separating the townships of Badeaux, Bréhault and Créquy ; thence, northeasterly, the line separating the townships of Badeaux and Bréhault to the intersection with the eastern shore of lac Maurice excluding the said lake ; thence, northwesterly, a straight line to the line separating the townships of Potherie and Bréhault and the western shore of lac Rocheux ; thence, northeasterly and northwesterly, the southeastern and northeastern shore of the said lake to its east end ; thence, northwesterly, a straight line to U.T.M. coordinates 5 217 950 m N and 590 450 m E ; thence, northeasterly, a straight line to the intersection of rivière Picard and ruisseau Limpide, coordinates 5 232 830 m N and 602 730 m E, skirting ruisseau Muskeg to the southeast, lac Wilson to the southeast and lac Boivin to the north ; thence, southeasterly, a straight line to the intersection of the two (2) tributaries of lac en Croix, coordinates 5 227 800 m N and 607 160 m E ; thence, easterly, a straight line to coordinates 5 228 000 m N and 608 250 m E, that is, to the line separating the townships of Picard and Livernois ; thence, in a northeasterly direction, the line separating the townships of Picard and Livernois to the left bank of rivière Livernois skirting lac Picard to the south and the other lake met there to the

north ; thence, in a general northeasterly direction, the left bank of rivière Livernois, the southwestern shore of lac Rond and lac du Milieu to coordinates 5 224 250 m N and 623 700 m E ; thence, southwesterly, southeasterly and westerly, a broken line whose apex coordinates are 5 222 800 m N and 623 450 m E ; 5 221 200 m N and 623 650 m E ; 5 216 350 m N and 628 000 m E ; 5 216 400 m N and 625 350 m E ; 5 213 990 m N and 624 650 m E ; 5 213 900 m N and 621 100 m E ; 5 203 350 m N and 630 700 m E ; thence, southeasterly, the southwestern bank of ruisseau Courbé to the intersection with the northern limit of the right of way of the road ; thence, southeasterly and northeasterly, the northern and northwestern limit of the road to ruisseau Brown, a point whose coordinates are 5 202 600 m N and 634 700 m E ; thence, southeasterly the northeastern bank of ruisseau Brown and the northern shore of lac Howe to the intersection with the western right of way of the road ; thence, southwesterly, a straight line to a point whose coordinates are 5 198 300 m N and 636 900 m E ; thence, southeasterly, the northeastern limit of the right of way of the road to a point whose coordinates are 5 195 700 m N and 641 100 m E ; thence, northeasterly, a broken line whose apex coordinates are 5 198 000 m N and 644 400 m E, 5 197 900 m N and 649 600 m E, that is, to the western bank of ruisseau Aubin ; thence, southerly, the western bank of ruisseau Aubin to the right bank of rivière Matawin ; thence, in a general southwesterly direction, the right bank of rivière Matawin to the limit of the wildlife sanctuary of Mastigouche, coordinates 5 188 100 m N and 642 300 m E ; thence, the left bank of rivière Matawin to the point of commencement.

**SCHEDULE A**

(s. 1)





c. C-61, r.103

## Regulation respecting the Chauvin Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

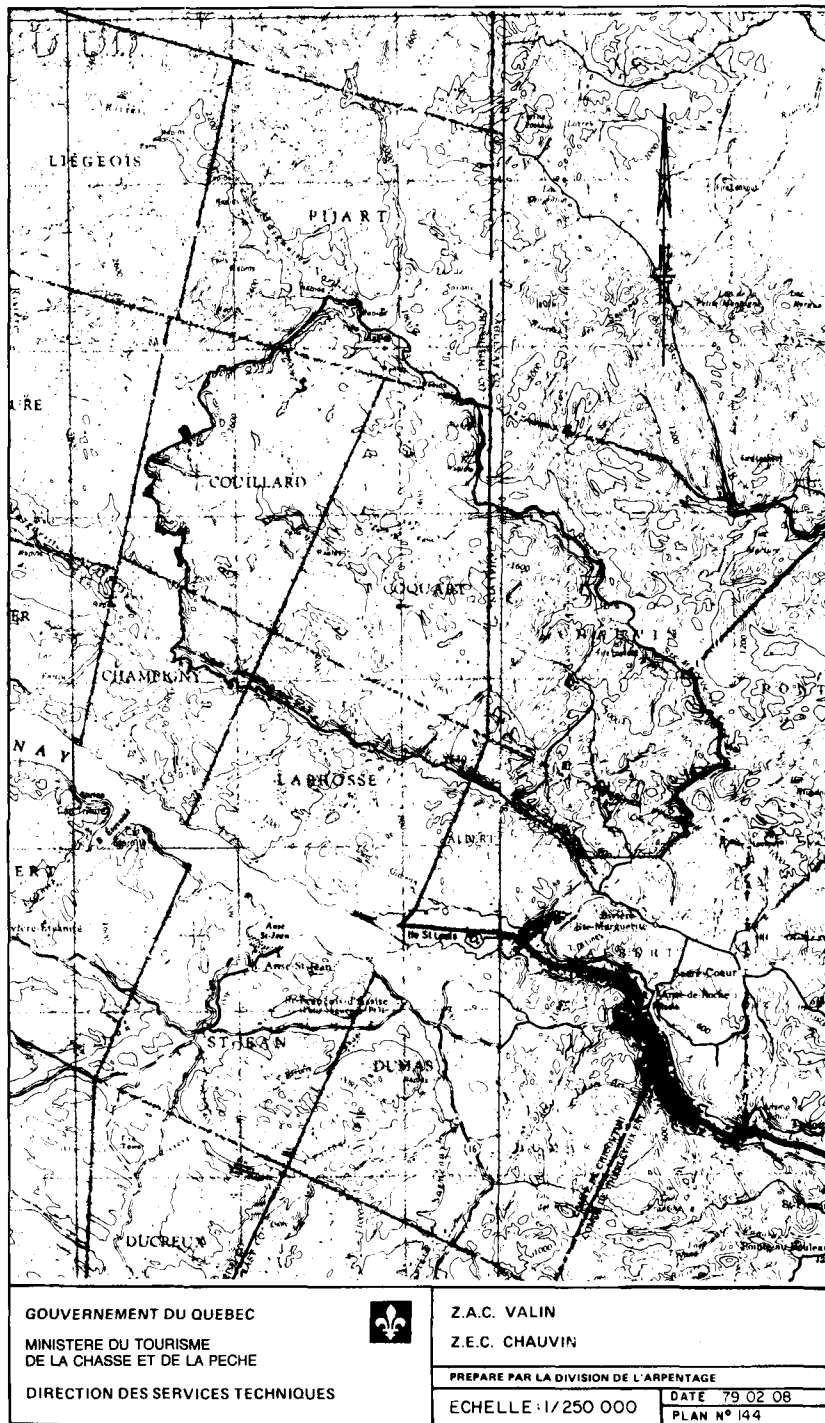
west bank of ruisseau Épiphanie to the point of commencement.

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section, constitutes the Chauvin Controlled Zone :

A territory situated in the county municipalities of Chicoutimi and Saguenay, townships of Couillard, Champigny, Pijart, Coquart, Labrosse, Albert and Chauvin, containing six hundred and nineteen square kilometres (619 km<sup>2</sup>) whose perimeter is described as follows :

Commencing at a point situated at the intersection of the west bank of ruisseau Épiphanie and of the north bank of rivière Sainte-Marguerite and whose U.T.M. coordinates are 5 361 150 m N and 406 050 m E ; thence southeasterly, the north bank of rivière Sainte-Marguerite to the bridge, a point whose coordinates are 5 359 350 m N and 411 450 m E ; thence southeasterly, the northern right of way of route No. 172 to the bridge, a point whose coordinates are 5 352 550 m N and 426 650 m E ; thence southeasterly, the north bank of rivière Sainte-Marguerite to a point whose coordinates are 5 349 200 m N and 430 725 m E ; thence easterly, to the intersection with the west bank of rivière Sainte-Marguerite Nord-Est and whose coordinates are 5 349 200 m N and 435 475 m E ; thence, in a general northerly and northwesterly direction, the west bank of rivière Sainte-Marguerite Nord-Est to the intersection with the west bank of Grand Ruisseau and whose coordinates are 5 383 025 m N and 415 625 m E ; thence, southwesterly, the west bank of Grand Ruisseau, skirting the lakes met there on the western shore to a point whose coordinates are 5 375 450 m N and 408 700 m E ; thence southwesterly, a broken line whose apex coordinates are 5 374 550 m N and 404 700 m E, to a point whose coordinates are 5 373 925 m N and 404 500 m E skirting the lakes met there on the northern shore ; south-easterly, southwesterly, and southeasterly the southern and western shores of a chain of lakes and creeks joining them up to the western shore of lac Caribou and whose coordinates are 5 370 100 m N and 405 350 m E ; thence southwesterly, to a point whose coordinates are 5 369 050 m N and 405 150 m E ; thence easterly and southerly, the southern and western shores of a chain of lakes and creeks joining them up to a point whose coordinates are 5 367 300 m N and 406 900 m E ; thence southerly, the

**SCHEDULE A**  
(s. 1)



O.C. 724-79, (1979) 111 G.O., 2987



c. C-61, r.104

## Regulation respecting the Collin Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Collin Controlled Zone :

A territory situated in the county municipalities of Berthier and Joliette, townships of Charland, Maisonneuve, Brassard, Lusignan and Gouin, containing four hundred and twenty-eight square kilometres (428 km<sup>2</sup>) and whose perimeter is described as follows :

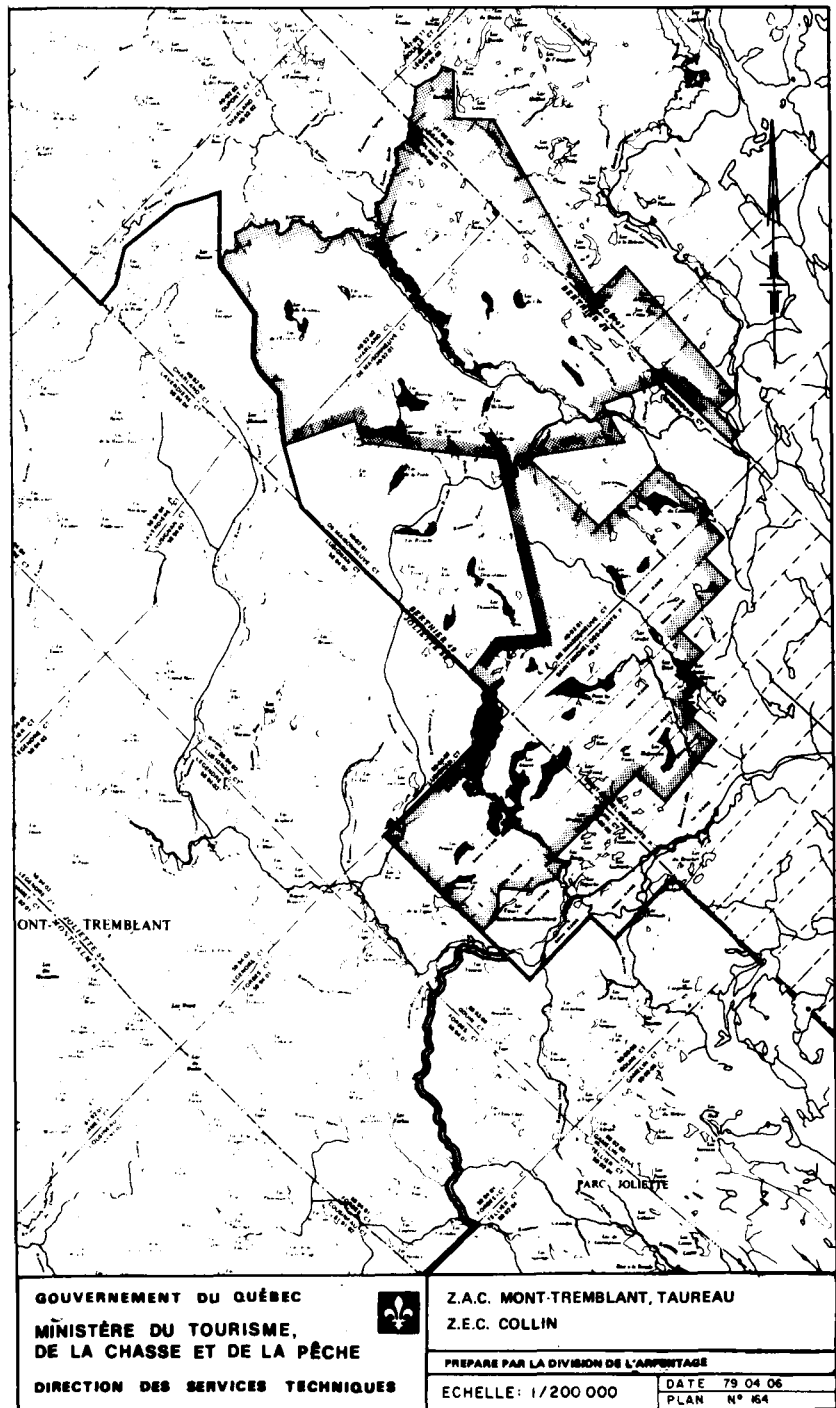
Commencing at a point situated in the township of Gouin at the intersection of the separating line of Ranges VI and VII with the western limit of lot 32 of the said ranges ; thence, in a general northeasterly direction, the northern limit of the road alongside lac Étroit to the outlet of a small unnamed lake ; thence, the outlet of the small unnamed lake to ruisseau Lusignan ; thence northwesterly, the eastern bank of ruisseau Lusignan to the separating line of Ranges VI and VII ; thence northeasterly, the separating line of ranges VI and VII to the separating line of the townships of Gouin and Brassard ; thence northwesterly, the separating line of the townships of Gouin and Brassard to the intersection with the separating line of Ranges II and III of the township of Brassard ; thence northeasterly, the separating line of Ranges II and III of the township of Brassard to the separating line of lots 60 and 61 of Range II ; thence southeasterly, the separating line of lots 60 and 61 of Range II to the separating line of Ranges I and II ; thence northeasterly, the separating line of Ranges I and II to the separating line of lots 44 and 45 of Range II ; thence northwesterly, the separating line of lots 44 and 45 of Range II to the separating line of Ranges II and III ; thence northeasterly, the separating line of Ranges II and III to the separating line of lots 43 and 44 ; thence northwesterly, the separating line of lots 43 and 44 a distance of eight hundred and eighty-four metres (884 m) ; thence northwesterly, a line parallel to and eight hundred and eighty-four metres (884 m) distant from the separating line of lots 39 and 40 ; thence northwesterly, the separating line of lots 39 and 40 to the separating line of Ranges III and IV ; thence northeasterly, the separating line of Ranges III and IV to the separating line of lots 33 and 34 of Range IV ; thence northwesterly, the separating line of lots 33 and 34 of Range IV to the separating line of

Ranges IV and V ; thence, northeasterly, the separating line of Ranges IV and V to the separating line of lots 23 and 24 of Range V ; thence, northwesterly, the separating line of lots 23 and 24 of Range V to the separating line of Ranges V and VI ; thence, northeasterly, the separating line of Ranges V and VI to the separating line of lots 18 and 19 of Range VI ; thence, northwesterly, the separating line of lots 18 and 19 to the separating line of the townships of Brassard and Maisonneuve ; thence, northeasterly, the separating line of the townships of Brassard and Maisonneuve to a point whose coordinates are 5 180 925 m N and 575 825 m E ; thence, northwesterly, southwesterly and northeasterly, a broken line whose apex coordinates are 5 183 180 m N and 572 575 m E ; 5 180 200 m N and 570 750 m E ; 5 183 675 m N and 567 275 m E ; 5 184 100 m N and 571 950 m E ; 5 186 150 m N and 570 800 m E ; thence, northeasterly, a line up to a point situated on the separating line of the townships of Lavolette and Maisonneuve and whose coordinates are : 5 187 500 m N and 573 900 m E ; thence, southeasterly, the separating line of the townships of Lavolette and Maisonneuve to the rear line of Range X of the township of Lavolette ; thence, northeasterly, the rear line of Range X to the separating line of lots 2 and 3 of Range X ; thence, northwesterly, northeasterly and southwesterly, a broken line whose apexes are 5 186 000 m N and 576 150 m E ; 5 186 950 m N and 577 080 m E ; 5 192 850 m N and 571 800 m E ; 5 191 400 m N and 570 350 m E ; 5 199 820 m N and 565 340 m E ; 5 199 820 m N and 563 400 m E ; 5 202 200 m N and 563 350 m E ; thence, northwesterly, a line to a point situated on the left bank of rivière Boullé and whose coordinates are 5 202 450 m N and 562 800 m E ; thence southwesterly, the left bank of rivières Boullé and du Milieu ; thence westerly, the right bank of ruisseau Pierron to the limit of parc du Mont-Tremblant close to lac Pierron (Jude Audet line November 1977) ; thence, southerly, the said line surveyed by Jude Audet to the separating line of the townships of Charland and Maisonneuve whose U.T.M. coordinates are : 5 184 200 m N and 555 380 m E ; thence, northeasterly, southeasterly, easterly, westerly and southwesterly, a broken line whose apex coordinates are 5 185 500 m N and 558 725 m E ; 5 184 300 m N and 559 050 m E ; 5 183 500 m N and 565 775 m E ; 5 174 990 m N and 567 700 m E ; 5 175 000 m N and 565 650 m E ; 5 173 300 m N and 564 225 m E, such point being situated on the separating line of the townships of Lusignan and Maisonneuve, thence, southeasterly, the separating line of the townships of Lusignan and Maisonneuve to the normal high-water mark on the western shore of lac Lusignan ; thence, southerly, the nor-

mal high-water mark of lac Lusignan to the separating line of the townships of Lusignan and Gouin ; thence, south-westerly, the separating line of the townships of Lusignan and Gouin to the extension of the southwestern line of lot 32 of Range VIII, skirting to the northwestern side lac Grégoire ; thence, southeasterly, the extension of the southwestern line of lot 32 of each of Ranges VIII and VII to the point of commencement.



**SCHEDULE A**  
(s. 1)





c. C-61, r.105

## **Regulation respecting the Des Anses Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Des Anses Controlled Zone :

A territory situated in the county municipality of Gaspé-Est, in the townships of Raudin, Newport and seigneurie du Grand Pabos, containing one hundred and sixty-four square kilometres (164 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the left bank of rivière du Grand Pabos Ouest with the separating line of the townships of Newport and seigneurie du Grand Pabos ; thence, southwesterly and then northwesterly, the said bank of rivière du Grand Pabos Ouest to the meeting with the northeastern limit of the township of Weir ; northwesterly, the northeastern limit of the township of Weir to the meeting with the right bank of rivière Grand Pabos Sud ; northeasterly, the right bank of rivière Grand Pabos Sud ; southeasterly, the right bank of rivière Grand Pabos to the separating line of Range I and the west range of the seigneurie du Grand Pabos ; westerly, the separating line of Range I and the west range of the said seigneurie to the northeastern limit of the township of Newport ; thence, southeasterly, the northeastern limit of the township of Newport to the point of commencement.

Less and to withdraw from such territory, in the township of Newport, the following lots :

(a) in Range VII, the part of lot 28 northwest of rivière du Grand Pabos Ouest ;

(b) in Range VIII, lots 32 and 28 ; the part of lots 24 and 25 northwest of rivière du Grand Pabos Ouest ; part of the southeastern half of lot 26 northwest of rivière du Grand Pabos Ouest ;

(c) in Range IX, lots 21 and 28 ;

(d) in Range X, lots 18 and 26 ;

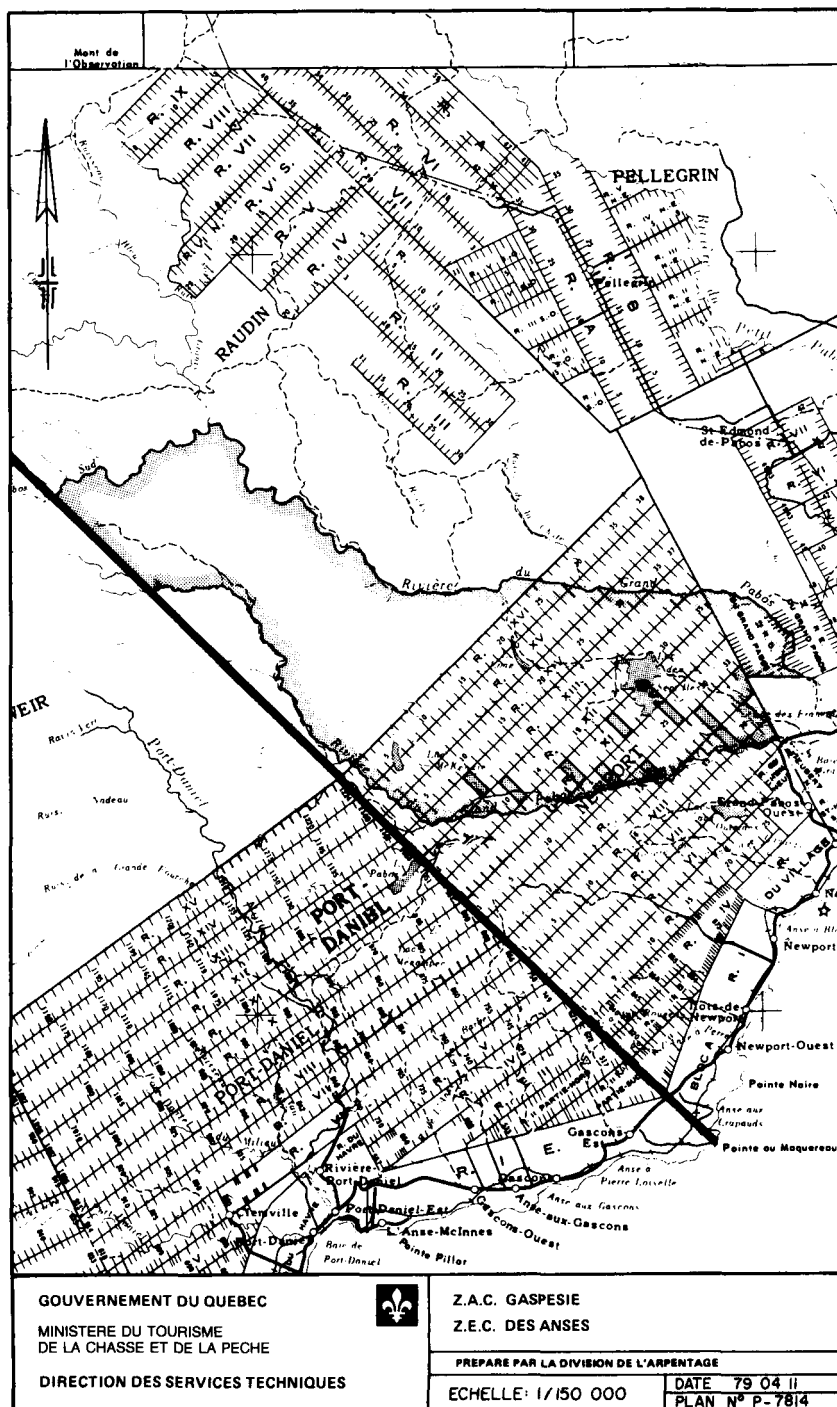
(e) in Range XI, lots 16, 22, 26, including the island in the middle of lac des Sept-Îles ;

(f) in Range XII, lot 11 ;

(g) in Range XIII, lot 9.

# SCHEDULE A

(s. 1)





c. C-61, r.106

## Regulation respecting the Des Martres Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Des Martres Controlled Zone :

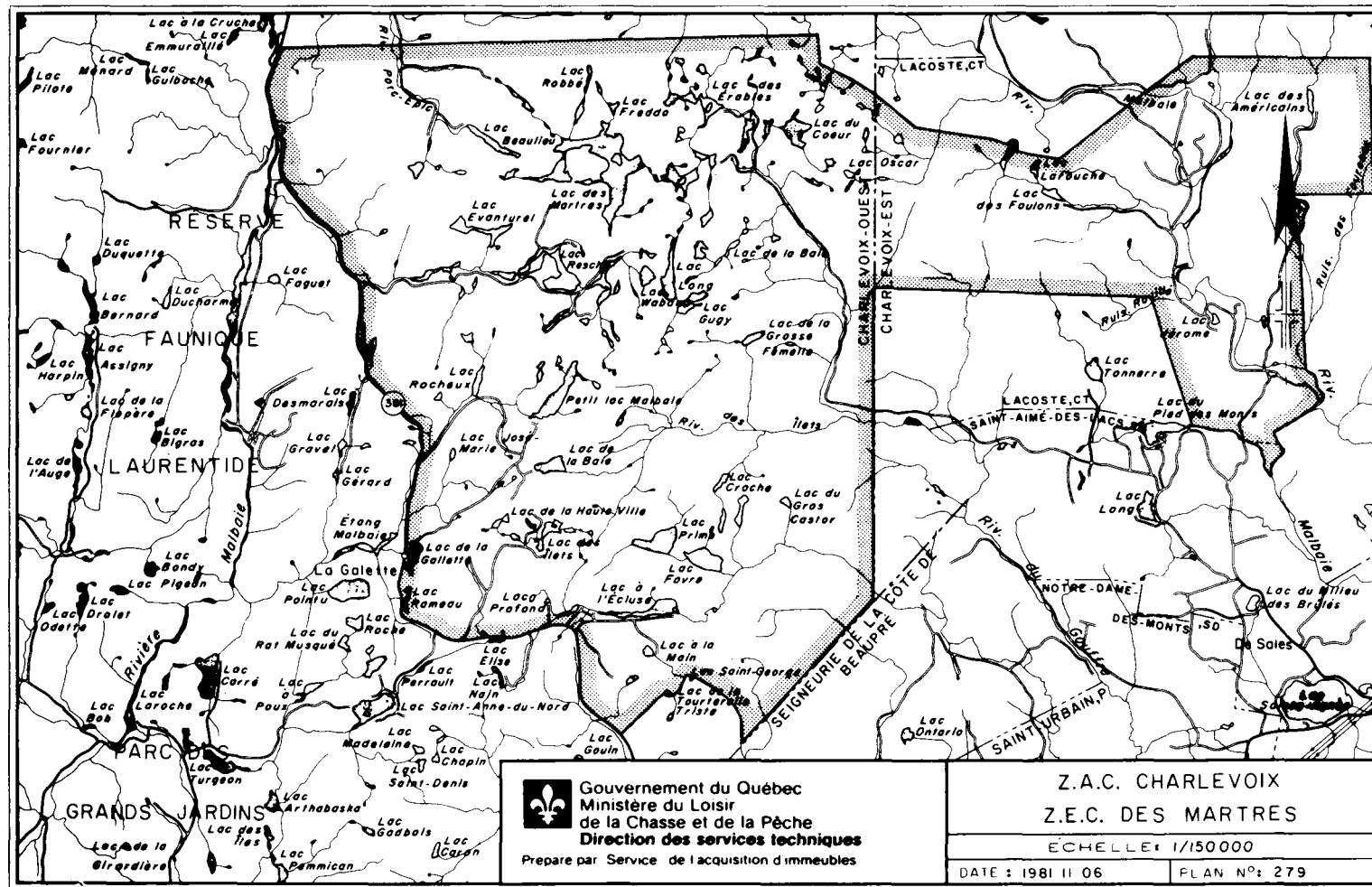
A territory situated in the township of Lacoste in an unorganized territory in the county municipalities of Charlevoix-Est and Charlevoix-Ouest, covering an area of four hundred and sixteen square kilometres (416 km<sup>2</sup>), whose perimeter may be described as follows :

Starting from a point situated sixty and thirty-five hundredths metres (60,35 m) east of the eastern bank of the Saint-Georges Lake effluent and of the rear line of the Côte-de-Beaupré Seigniory ; thence northeasterly, along the rear line of the Côte-de-Beaupré Seigniory to the southwestern limit of the township of Lacoste ; thence northerly, along the western limit of the township of Lacoste to the intersection with the southeastern limit of the right of way of the power line, a point whose coordinates are : 5 295 200 m N and 385 500 m E ; thence easterly in a straight line to a point whose coordinates are : 5 294 750 m N, 394 000 m E ; thence southeasterly in a straight line to the eastern end of Pied-des-Monts Lake ; thence in a general southeasterly direction, along the northern bank of Pied-des-Monts Creek to its extension on the eastern bank of the Malbaie River ; thence in a general northerly direction, along the eastern bank of the Malbaie River to the southwestern limit of the outfitter "Clubs des Trois Castors Inc." ; thence northerly and easterly, along the western and northern of the outfitter "Club des Trois Castors Inc." to a point whose U.T.M. coordinates are : 5 297 800 m N, 401 000 m E ; thence northerly, along the western limit of Au Sable Lake Controlled Zone to a point whose U.T.M. coordinates are : 5 302 000 m N, 401 000 m E ; thence westerly, along the southern limit of Au Sable Lake Controlled Zone to the eastern limit of the right of way of the power line ; thence southwesterly, along the said limit to a point whose U.T.M. coordinates are : 5 299 350 m N, 391 920 m E ; thence northwesterly, skirting to the north the lakes met there in a broken line whose apex coordinates are : 5 299 350 m N, 390 200 m E, 5 299 950 m N and 389 380 m E, 5 300 180 m N, 386 810 m E, 5 301 350 m N and 385 670 m E, 5 302 400 m N and 384 000 m E to the southern limit of Block 2, owned by the Donohue

Company, a line surveyed by Gualbert Tremblay in 1977 ; thence westerly, along the southern limit of Block 2 to the intersection with the eastern limit of the right of way of Highway 381 ; thence in a general southeasterly direction, along the eastern limit of the right of way of Highway 381 to the northeastern limit of Parc Les Grands-Jardins, a point whose coordinates are : 5 281 430 m N and 377 420 m E ; thence northeasterly, following the limit of Parc Les Grands-Jardins, in a broken line whose apex coordinates are : 5 282 220 m N and 378 120 m E, 5 282 670 m N and 378 700 m E, a point sixty and thirty-five hundredths metres (60,35 m) west of the west bank of Tourterelle-Triste Lake ; thence, in a general northeasterly and southeasterly direction, in a line parallel to, distant sixty and thirty-five hundredths metres (60,35 m) from, and north of the north shore of Tourterelle-Triste Lake, north of the north bank of the effluent of Tourterelle-Triste Lake, north of the north shore of Saint-Georges Lake and northeast of the northeast bank of the effluent of Saint-Georges Lake, back to the starting point.

# SCHEDULE A (s. 1)

O.C. 1731-79, (1979) III G.O., 4307  
O.C. 3109-81, (1981) III G.O.II, 3524





c. C-61, r.107

## Regulation respecting the Des Nymphes Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Des Nymphes Controlled Zone :

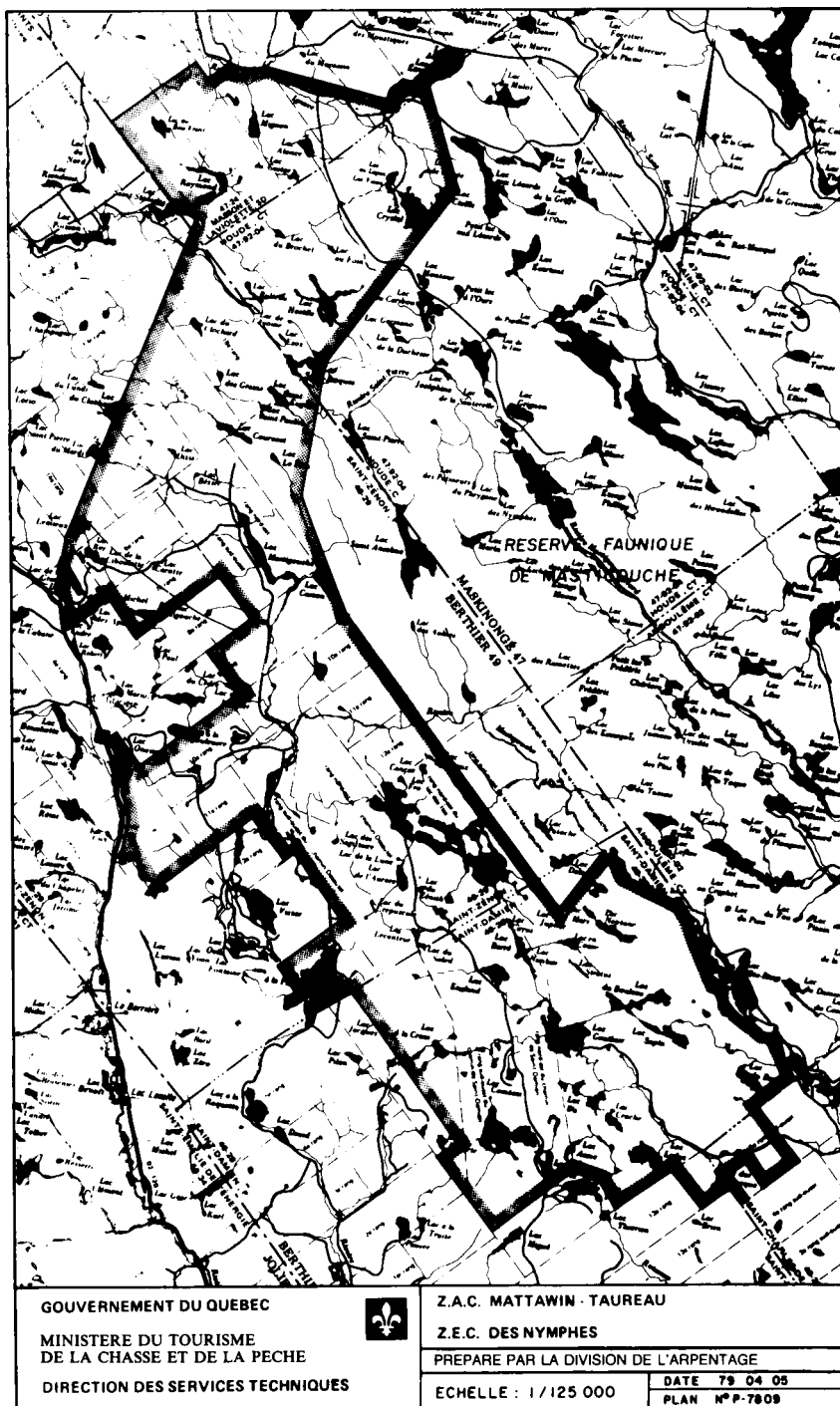
A territory situated in the county municipalities of Mas-kinongé and Berthier, townships of Brandon, Joliette, Peterborough, Gauthier, Courcelles, Houde, Provost and Masson, containing two hundred and ninety-two square kilometres (292 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the separating line of the townships of Gauthier and Peterborough and the western limit of the right of way of the road leading to lac Sainte-Rose ; thence, northwesterly, the said limit to the meeting with the right bank of rivière Mastigouche ; thence, northwesterly, the said bank to the bridge of the road alongside the resort lots of lac Sainte-Rose, Range A, township of Berthier ; thence, in general southwesterly and northwesterly directions, the southern and western limit of the right of way of the road (lot 1) alongside the resort lots of lac Sainte-Rose, Range A, township of Gauthier to the right bank of rivière Mastigouche ; thence, northwesterly, the said bank to the meeting with the southwestern limit of the Mastigouche wildlife sanctuary, a point whose U.T.M. coordinates are 5 148 250 m N 613 000 m E ; thence, southwesterly, northwesterly, northeasterly and then northwesterly, a broken line being the limit of the Mastigouche wildlife sanctuary, whose U.T.M. apex coordinates are 5 146 450 m N and 611 950 m E ; 5 154 000 m N and 604 200 m E ; 5 157 400 m N and 602 000 m E, 5 161 400 m N and 602 150 m E, 5 167 300 m N and 605 400 m E, 5 169 700 m N and 603 850 m E, thence, northeasterly, northwesterly and southwesterly, a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) distant from lac Étroit and lac Aigu to a point whose coordinates are 5 169 600 m N and 602 650 m E ; thence, northwesterly to a point sixty and thirty-five hundredths metres (60,35 m) from the western limit of the right of way of the road leading to lac de la Bouteille and whose coordinates are 5 170 100 m N and 598 700 m E ; thence, southwesterly, the southern limit of the right of way of the road leading to lac à la Bouteille to the meeting with the separating line of

lots 15 and 16, Range III, township of Masson ; thence, southwesterly, the said separating line to the northeastern limit of Range II, township of Masson ; thence, northwesterly, the said limit to the northwestern limit of lot 19 of Range II, township of Masson ; thence, southwesterly, the northwestern limit of lot 19 of Ranges II and I of the said township ; thence, southeasterly, the southwestern limit of the township of Masson to the meeting with the northern shore of lac Saint-Stanislas ; thence, southeasterly, the shore of the said lake to a point whose coordinates are 5 165 000 m N, 597 500 m E ; thence, southwesterly, a straight line to a point whose U.T.M. coordinates are 5 154 800 m N, 595 150 m E skirting lac du Clocher on the west and lac du Mardi on the east ; thence, southerly, a straight line to a point whose U.T.M. coordinates are 5 153 500 m N, 595 200 m E ; thence, southwesterly, the northwestern limit of lot 3, Range V, township of Courcelles to a line parallel and 200 metres distant from the eastern limit of the right of way of route 131 thence, southeasterly, the said parallel line to the northwestern limit of the outfitter « Eddy Gravel », a point situate on the southeastern limit of lot 8, Range V, township of Courcelles ; thence, in northeasterly, southeasterly, northeasterly, southeasterly, southwesterly, southeasterly, southwesterly and northwesterly directions, the limit of the said outfitter : the southeastern limit of lot 8, Range V, the southwestern limit of lot 32, Range VII, the southeastern limit of Range VII, the northeastern limit of lot 43, Range VIII, the northwestern limit of lot 19 of the S.W. range, Desautel road, the northeastern limit of lot 36, Range IX, the southeastern limit of Range IX skirting lac à la Couleuvre on the north, the southwestern limit of lot 24, Range IX ; thence, southwesterly, the southern limit of lot 20, Range IV to the eastern limit of the right of way of the power line ; thence, southeasterly, the said limit to the meeting with the northeastern limit of the right of way of the road leading to lac Victor ; thence, southeasterly the said limit to the meeting with the northwestern limit of the outfitter « Pavillon Basilières » ; thence, northeasterly, the said limit to the meeting with the western end of the outfitter « Lac Clair Bellerose » ; thence, northeasterly, southeasterly, northeasterly, southeasterly and southwesterly, the limit of the outfitter « Lac Clair Bellerose » to a point whose U.T.M. coordinates are 5 143 150 m N, 603 800 m E ; thence, southeasterly, a straight line to the western shore of lac à la Pluie, a point whose U.T.M. coordinates are 5 142 400 m N, 604 550 m E ; thence, in general southwesterly and southeasterly directions, the said shore to a meeting with the separating line of the townships of Courcelles and Joliette to its most easterly meeting point ;

thence, northeasterly, the separating line of the townships of Joliette, Gauthier and Courcelles to the meeting with the western corner of the limit of the outfitter "Société de protection de Saint-Damien"; thence, southeasterly, southwesterly, southeasterly and northeasterly, the limit of the said outfitter to a point whose U.T.M. coordinates are 5 138 400 m N, 613 750 m E; thence, southeasterly, a straight line to the most northerly end of lac Tiffin; thence, southeasterly, a straight line to a point situated on the separating line of the townships of Gauthier and Brandon, a point whose coordinates are 5 137 250 m N, 615 250 m E; thence, northeasterly, the said township line to the southwestern limit of lot 341, Range XIII, township of Brandon; thence, southeasterly, the said limit to the southeastern limit of Range XIII of the township of Brandon; thence, northeasterly, the said limit to the separating line of the townships of Brandon and Peterborough; thence, southeasterly, the said separating line to the southeastern limit of Range V, S.W., township of Peterborough; thence, northeasterly the said limit to the northeastern limit of lot 2, Range V, S.W.; thence, northwesterly, the said limit to the halfway mark of lot 2, Range V, S.W.; thence, northeasterly, the said halfway mark of lots 2 and 3 of Range V, S.W.; thence, southeasterly, the southwestern limit of lot 5, Range V, S.W.; thence, northeasterly, the southeastern limit of Range V, S.W.; to the southeastern limit of lot 9, Range V, S.W.; thence, northwesterly, the said limit to the separating line of the townships of Gauthier and Peterborough; thence, northeasterly, the said separating line to the point of commencement.

**SCHEDULE A**  
(s. 1)







c. C-61, r.108

## Regulation respecting the Des Passes Controlled Zone

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Des Passes Controlled Zone :

A territory situated in the county municipality of Lac-Saint-Jean-Ouest in the townships of Maltais, Milot, Petit, Primeau, Tanguay, Constantin, Desrivières, Faraud, Pinsonnault, Saint-Onge and in unorganized territories, containing one thousand four hundred and ninety-one square kilometres and whose perimeter may be described as follows :

Commencing at a point situated on the southern shore of lac Bernabé, at the intersection with the outlet of the said lake (rivière Bernabé) ; thence westerly, to the meeting with the west bank of rivière Alex ; thence northeasterly, the west bank of rivière Alex to the meeting with the west bank of rivière des Aigles ; thence, in a general northerly direction, the west bank of rivière des Aigles to the meeting with an outlet, a point whose U.T.M. coordinates are 5 431 300 m N, 303 350 m E ; thence northwesterly, the right bank of the tributaries and outlets, the southern shore of the first lake, the western shore of the second lake of the chain of lakes to the meeting with the separating line of the townships of Petit and Milot ; thence westerly, the separating line of the townships of Petit and Milot to the meeting with the right bank of rivière Petite Péribonca ; thence, in a general northerly, easterly, and then northeasterly direction, the right bank of rivière Petite Péribonca to lac Brûlé ; thence, the western, northern, eastern and southern shores of the said lake ; southwest-erly, the left bank of rivière Petite Péribonca to the meeting with the right bank of the creek met there, a point whose U.T.M. coordinates are 5 463 350 m N, 302 300 m E ; southeasterly, the right bank of the said creek to the meeting with the separating line of the townships of Primeau and Saint-Onge, easterly, the separating line of the townships of Primeau and Saint-Onge to the separating line of the townships of Primeau and Faraud ; northerly, the separating line of the townships of Primeau and Faraud skirting the lake met there to the west up to a point whose U.T.M. coordinates are 5 469 000 m N, 318 925 m E ; thence easterly, to the meeting with the west bank of rivière Alex ; thence, in general northerly and northeast-

erly directions, the west bank of rivière Alex, the western shore of the lake at the beginning of rivière Alex, the west bank of the tributary of the said lake to the meeting with the western limit of the right of way of the power line ; northeasterly, the western limit of the right of way of the power line to the meeting with the limit of two drainage basins, a point whose U.T.M. coordinates are 5 480 500 m N, 326 350 m E ; thence, in a general northwesterly direction, the limit of the two drainage basins to a point situated south of lac D'Ailleboust, a point whose U.T.M. coordinates are 5 490 900 m N, 322 000 m E ; thence northwesterly, the southern banks and shores of the tributaries, outlets and lakes to the western end of the lake whose U.T.M. coordinates are 5 492 450 m N, 319 375 m E ; northwesterly, a straight line to the eastern end of the lake whose U.T.M. coordinates are 5 492 800 m N, 319 200 m E ; southerly and then northwesterly, the shore of the said lake and its outlet to the southern end of lac Laliberté ; thence, in a general northwesterly direction, the southern and western shores of lac Laliberté to its most westerly end, a point whose U.T.M. coordinates are 5 496 000 m N, 315 350 m E ; thence northeasterly, a straight line to the western end of the northern part of lac Laliberté, a point whose U.T.M. coordinates are 5 497 500 m N, 316 750 m E ; southeasterly, the northern shore of lac Laliberté to the meeting with the creek whose U.T.M. coordinates are 5 496 950 m N, 318 600 m E ; northeasterly, the west bank of the said creek to the meeting with the northwestern shore of lac D'Ailleboust ; thence, in a general southeasterly direction, the northern shore of lac D'Ailleboust to a point whose U.T.M. coordinates are 5 496 500 m N, 322 550 m E ; thence southeasterly, a straight line to the meeting with a dam situated at the beginning of lac Étienniche, a point whose U.T.M. coordinates are 5 494 100 m N, 329 825 m E ; southerly, the eastern shore of lac Étienniche to the meeting with the outlet of lac Richard ; thence, in a general easterly and then southeasterly direction, the right bank of the outlet, the northern and eastern shores of the said lake to a point whose U.T.M. coordinates are 5 480 000 m N, 331 425 m E ; thence easterly, to the meeting with the limit of two drainage basins, a point whose U.T.M. coordinates are 5 480 000 m N, 332 250 m E ; thence southeasterly, the limit of two drainage basins to the meeting with a line parallel to and three (3) kilometres distant from the west bank of rivière Péribonca, a point whose U.T.M. coordinates are 5 470 225 m N, 335 100 m E ; thence, in a general southwesterly direction, a line parallel to and three (3) kilometres distant from the west bank of rivière Péribonca skirting the lakes met there to the east up to the separating

line of the townships of Saint-Onge and Constantin ; westerly, the separating line of the townships of Saint-Onge and Constantin to the meeting with the eastern limit of the right of way of the power line skirting the lakes met there to the south ; southwesterly, the eastern limit of the right of way of the power line to the separating line of the townships of Constantin and Maltais ; westerly, the separating line of the townships of Constantin and Maltais skirting lac des Îles to the south up to the meeting with the east bank of rivière Brûlée ; thence southerly, the east bank of rivière Brûlée to the southern end of lac Côté, a point whose U.T.M. coordinates are 5 424 400 m N, 314 175 m E ; thence southwesterly, a straight line to the meeting with the southern end of lac Bernabé ; thence northwesterly and then southwesterly, the southern shore of lac Bernabé to the point of commencement.

**SCHEDULE A**

(s. 1)





c. C-61, r.109

## Regulation respecting the Dumoine Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

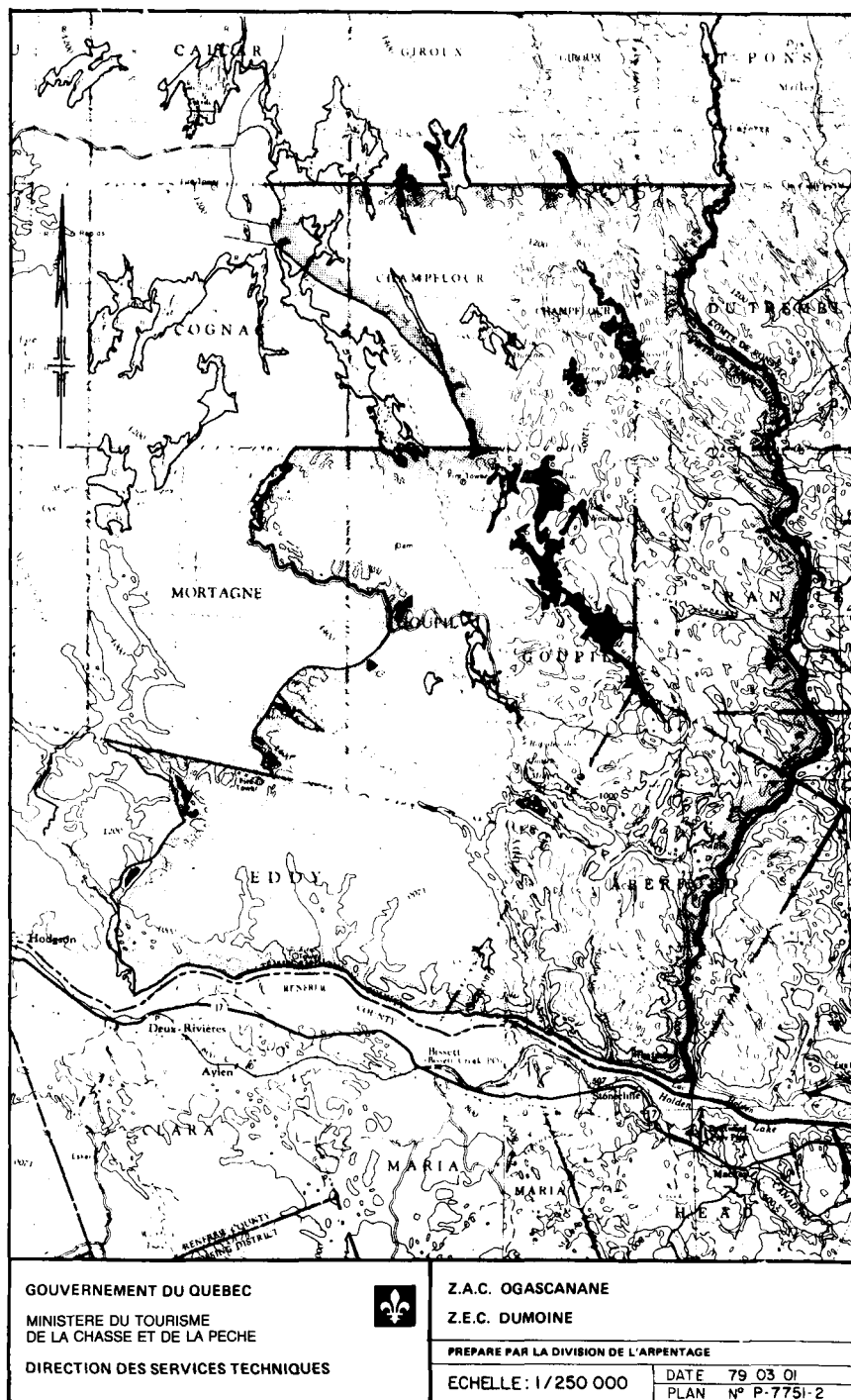
**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Dumoine Controlled Zone :

A territory situated in the county municipality of Témiscamingue, in the townships of Giroux, Cognac, Champflour, Rannie, Du Tremblay, Goupil, Mortagne, Eddy, Aberford, Aberdeen, Rhé, containing one thousand five hundred and two square kilometres (1 502 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the separating line of the townships of Saint-Pons and Du Tremblay to its meeting with the right bank of rivière Dumoine ; thence, in a general southerly direction, the right bank of the said river to its meeting with the left bank of rivière des Outaouais ; thence, westerly, the left bank of rivière Outaouais to its meeting with the eastern limit of the allowance for the road crossing the said river at Deux Rivières ; thence, in a general northwesterly direction, the eastern limit of the allowance for the said road running successively west of lac Hall and lac Rosemond, east of lac Moffat and lac La Vernède to its meeting with the line separating the townships of Mortagne and Eddy ; thence, southeasterly, the line separating the said townships to its meeting with the eastern limit of the allowance for the road originating from Deux Rivières ; thence, in a general northerly, northeasterly and northwesterly direction, the western limit of the allowance for the road running west of la Beaubel, north of lac Egriseilles and lac De Chaulnes, west of lac Domergue, south of lac du Bois Franc to its meeting with the southeastern shore of lac du Pouce ; thence, northeasterly, the eastern shore of lac du Pouce, the right bank of the outlet of lac du Pouce, the southern and eastern shore of lac Montégron, the right bank of the outlet of lac Montégron to the line separating the townships of Cognac and Mortagne ; thence, easterly, the line separating the townships of Cognac and Mortagne, Champflour and Goupil skirting the lac du Fils on the south to its meeting with the western shore of lac du Cochon ; thence, in a general northwesterly direction, the western shore of lac du Cochon to its meeting with the northeastern limit of the allowance for the road along lac du Cochon ; thence, in a general northwesterly direction,

the northeastern and northern limit of the allowance for the road running along the following lakes : lac à la Carabine, lac La Rabeyre, lac du Fils to its meeting with the northeastern limit of the allowance of route Maniwaki-Témiscamingue, new laying out ; thence, northwesterly, the said road allowance to its meeting with the western limit of the road allowance leading to rivière du Pin Blanc ; thence, in a general northerly, northeasterly, then northerly direction, the western limit of the road allowance leading to rivière du Pin Blanc to its meeting with the line separating the townships of Calcar and Cognac ; thence, easterly, the line separating the townships of Calcar and Cognac, Giroux and Champflour, Saint-Pons and Du Tremblay skirting Lac Ramé on the north and the two (2) lakes whose U.T.M. coordinates are 5 177 000 m N, 722 700 m E, 5 177 400 m N, 733 000 m E, to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.110

## Regulation respecting the Festubert Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Festubert Controlled Zone :

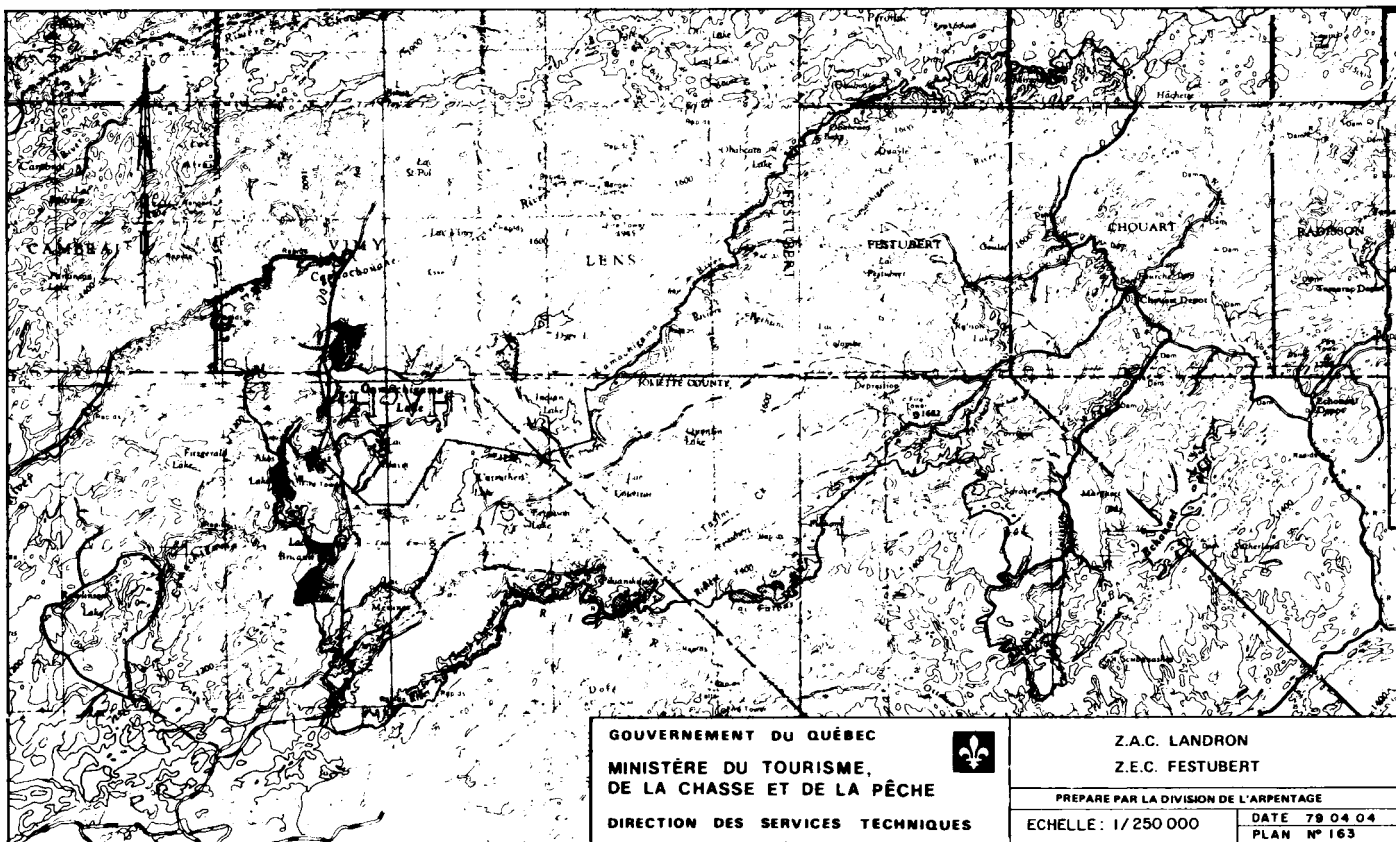
A territory situated in the county municipalities of Montcalm, Joliette, Berthier and Abitibi, townships of Festubert, Diaz, Jalobert, Chouart, Lens, Vimy and partly in a non-surveyed land, containing one thousand and forty-six square kilometres (1 046 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the southern line of the township of Vimy at the intersection with the western shore of lac Keddie ; thence southerly, the western bank of the outlet of lac Keddie, of lac Abor and of rivière Camachigama ; southerly, the western bank of the creek joining lac Bricault, the western shore of lac Bricault, the western bank of the creek joining lac Carr, the western shore of lac Carr to the lac Carr road ; southerly, the western right of way of the road ; southerly, the western shore of lac Chinnon, of the outlet of lac Chinnon, of the outlet of lac Landron to the bridge ; southeasterly, the southern limit of the right of way of the road ; northeasterly, the left bank of the southern channel of rivière des Outaouais, the southern shore of lac Pikianibijuan, the left bank of rivière Festubert, the southern shore of lac Farbus ; northeasterly, the western bank of the creeks and lakes to a point whose coordinates are : 5 291 250 m.N. and 426 100 m.E. ; thence, up to a point whose coordinates are : 5 294 300 m.N. and 430 000 m.E. ; thence easterly, the southern bank of a chain of creeks and lakes to lac Sarazen ; southerly, the western shore of lac Sarazen ; southerly, a straight line joining the southwestern shore of lac Sarazen to the northeastern shore of lac Hemp to the intersection with a road ; southeasterly, the road leading to the lake ; southerly, the western shore of the lake, the western bank of the creek, the western shore of lac Towlson ; the western bank of the creek joining lac Towlson to lac Manila, the western shore of lac Manila ; southerly, a straight line joining the southeastern shore of lac Manila to the tributary of lac Jérôme ; southeasterly, the southern bank of the tributary of lac Jérôme, the western shore of lac Jérôme, the southern bank of the outlet of lac Jérôme and a chain of creeks and lakes up to lac Vermouth ; southerly, the

western shore of lac Vermouth ; northeasterly, a chain of lakes and creeks up to the road, northerly, the eastern right of way of the road alongside the lakes Bolyea, Lanky, Karl, Alston, Nama, Doris, Nope, Fourche, Jeanette, Zana, Kumel, Moon, Suarez, up to lac Karr ; southwesterly, the southeastern shore of Lac Karr, the southern bank of the creek joining Lac Karr to Lac Mirande ; southwesterly, the eastern and southern shore of lac Mirande, the southeastern shore of lac Diaz, the southeastern shore of lac Obabcata, southwesterly, a chain of lakes and creeks joining lac Obabcata to lac Old Man ; southwesterly, the southeastern bank of the rivière Camachigama and shore of lac Libou to the limit of the land under lease for commercial and touristic purposes (outfitter) "Camachigama Lodge" ; thence southerly, westerly and northerly, along the following coordinates : 5 296 000 m.N. and 412 550 m.E. ; 5 295 050 m.N. and 409 450 m.E. ; 5 295 950 m.N. and 403 500 m.E. ; 5 292 150 m.N. and 401 100 m.E. ; 5 292 150 m.N. and 398 425 m.E. ; 5 295 150 m.N. and 395 575 m.E. ; 5 297 450 m.N. and 396 500 m.E. ; 5 300 350 m.N. and 395 750 m.E. ; 5 304 000 m.N. and 396 400 m.E. ; thence, northeasterly, the western limit of the said road alongside lac Muskey to the meeting with the northern bank of rivière Capitachouane ; thence, westerly, the northern bank of rivière Capitachouane to the portage road of lac Nattaway ; thence, southwesterly, the northern limit of the said portage road ; thence, southwesterly, the northern shore of lac Nattaway, the right bank of the outlet of lac Nattaway to the separating line of the townships of Vimy and Cambrai ; thence, southerly, the limit of the townships of Vimy and Cambrai to the southern limit of the township of Vimy thence, easterly the southern limit of the township of Vimy to the point of commencement.

# SCHEDULE A (s. 1)

O.C. 1482-79, (1979) 111 G.O., 4003





c. C-61, r.111

## **Regulation respecting the Flamand Controlled Zone**

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 81.2)

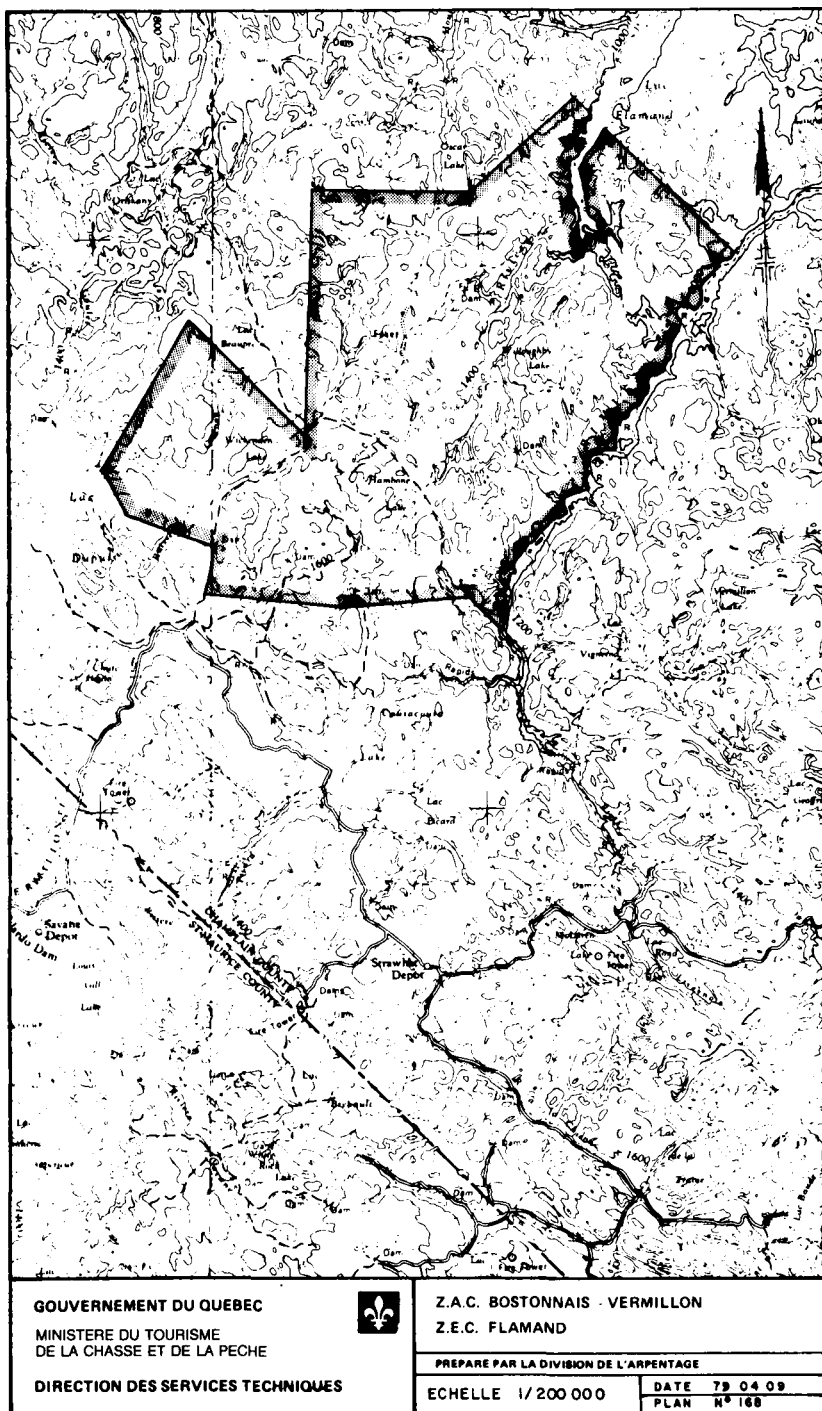
**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Flamand Controlled Zone :

A territory situated in the county municipality of Champlain, in the townships of Bisailon, Laporte, Dupuis and Picard containing four hundred and eighteen square kilometres (418 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the line separating the townships of Bisailon and Picard at the intersection with the right bank of the rivière Vermillon ; thence, northeasterly, the right bank of the rivière Vermillon ; northwesterly, the line separating the townships of Bisailon and Laporte on the one hand and the townships of Olscamps and Bardy on the other hand, skirting lac Flamand to the south, to a point whose U.T.M. coordinates are : 5 268 200 m N and 617 625 m E ; southwesterly, westerly, and southerly, a broken line whose apex coordinates are : 5 263 650 m N and 612 750 m E and 5 263 700 m N and 605 000 m E, 5 261 400 m N and 605 000 m E, 5 251 650 m N and 604 600 m E, thence, northwesterly, the line separating the townships of Laporte and Dupuis to a point whose U.T.M. coordinates are 5 257 150 m N and 598 900 m E ; thence, southwesterly and southeasterly a broken line whose U.T.M. coordinates are 5 250 150 m N and 594 550 m E, 5 248 100 m N and 595 650 m E to a point situated on the western limit of the right of way of the lac Pinson road and whose U.T.M. coordinates are 5 246 350 m N and 600 000 m E ; thence, southerly, the western limit of the right of way of the said road to a point whose U.T.M. coordinates are 5 244 250 m N and 599 650 m E ; thence, southeasterly to a point whose U.T.M. coordinates are 5 243 200 m N and 606 300 m E ; thence, northeasterly, to a point situated on the line separating the townships of Picard and Bisailon and whose U.T.M. coordinates are 5 244 250 m N and 612 350 m E ; thence, southeasterly, the line separating the townships of Picard and Bisailon to the point of commencement.



**SCHEDULE A**  
(s. 1)





c. C-61, r.112

## Regulation respecting the Forestville Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Forestville Controlled Zone :

A territory situated in the county municipality of Saguenay and partly in the townships of Laval, Vilejoin, Virot, and also in unorganized territories, containing one thousand three hundred and eight square kilometres (1 308 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the Forestville-Labrieville road at its intersection with the northwestern limit of the township of Latour ; thence northeasterly, following the northwestern limits of the townships of Latour and Betsiamites, to the line of concession in 1937 to the Anglo Pulp & Paper Co. a length of 13 277 kilometres more or less, skirting the southern shore of lac MacDonald ; thence the said limit of the forest concession along the following distances and azimuths, north, sixty-two degrees west (N 62°00' W), 0 805 kilometres north four degrees west (N 4°00' W), 2 012 kilometres ; north, sixty-seven degrees thirty minutes west (N 67°30' W), 4 828 kilometres ; south forty-seven degrees west (S 47°00' W), 4 667 kilometres ; north nineteen degrees and fifty-five minutes west (N 19°55' W), 8 513 kilometres ; north forty-three degrees west (N 43°00' W), 9 656 kilometres ; thence, north forty-seven degrees east (N 47° E), 3 868 kilometres ; thence, north sixty-four degrees west (N 64° W), 3 541 kilometres ; thence, north seventy-one degrees thirty minutes west (N 71°30' W), to the left bank of rivière Lachute ; thence, in a general southwesterly direction, along the bank of the said river to its intersection with the road joining lac Truchon and lac Forest ; thence, along the northern side of the said road in a general westerly direction to a point situated in a southerly direction seventy-three degrees west, (S 73° W) and at a distance of 13 277 kilometres from the last point ; thence, south eighty-one degrees thirty minutes west (S 81°30' W), to the bridge across rivière Sault-au-Cochon, a distance of 9 897 kilometres ; thence, south sixty-eight degrees west (S 68° W), to the separating line of the waters, a distance of 2 414 kilometres ; thence, in a general southeasterly direction, along the said separating line of the waters to its intersec-

tion with the northeastern limit of the outfitter "Club de la Rocheuse", a point whose U.T.M. coordinates are 5 414 300 m N, 452 500 m E ; thence, southeasterly, the northeastern limit of the said outfitter to the meeting with the separating line of the waters, a point whose U.T.M. coordinates are 5 413 400 m N, 454 700 m E ; thence, in a general southeasterly direction, the separating line of the waters to a point whose U.T.M. coordinates are 5 401 000 m N, 473 200 m E ; thence, a broken line whose apexes are identified by the following U.T.M. coordinates 5 399 000 m N, 473 000 m E, 5 399 200 m N, 474 200 m E ; 5 398 600 m N, 474 700 m E ; 5 400 000 m N, 477 800 m E ; 5 400 000 m N, 479 950 m E ; the latter point being the meeting with the separating line of the waters with the northwestern limit of seigneurie de Mille-Vaches ; thence northeasterly, along the northwestern limit of the seigneurie de Mille-Vaches and the township of Laval, to its intersection with the road alongside the right bank of rivière Sault-au-Cochon ; thence southeasterly, following the southern side of the road to the bridge across the said river, such bridge being situated at a distance of 2 575 kilometres in a straight line from the last point ; thence, north fifty-three degrees thirty minutes east (N 53°30' E) to the line of longitude 69° 10', a distance of 3 219 kilometres ; thence, north thirty-three degrees thirty minutes west (N 33°30' W) to the northwestern limit of the township of Laval, a distance of 3 219 kilometres more or less ; thence northeasterly, along the northwestern limits of the townships of Laval and Latour to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.113

## **Regulation respecting the Frémont Controlled Zone**

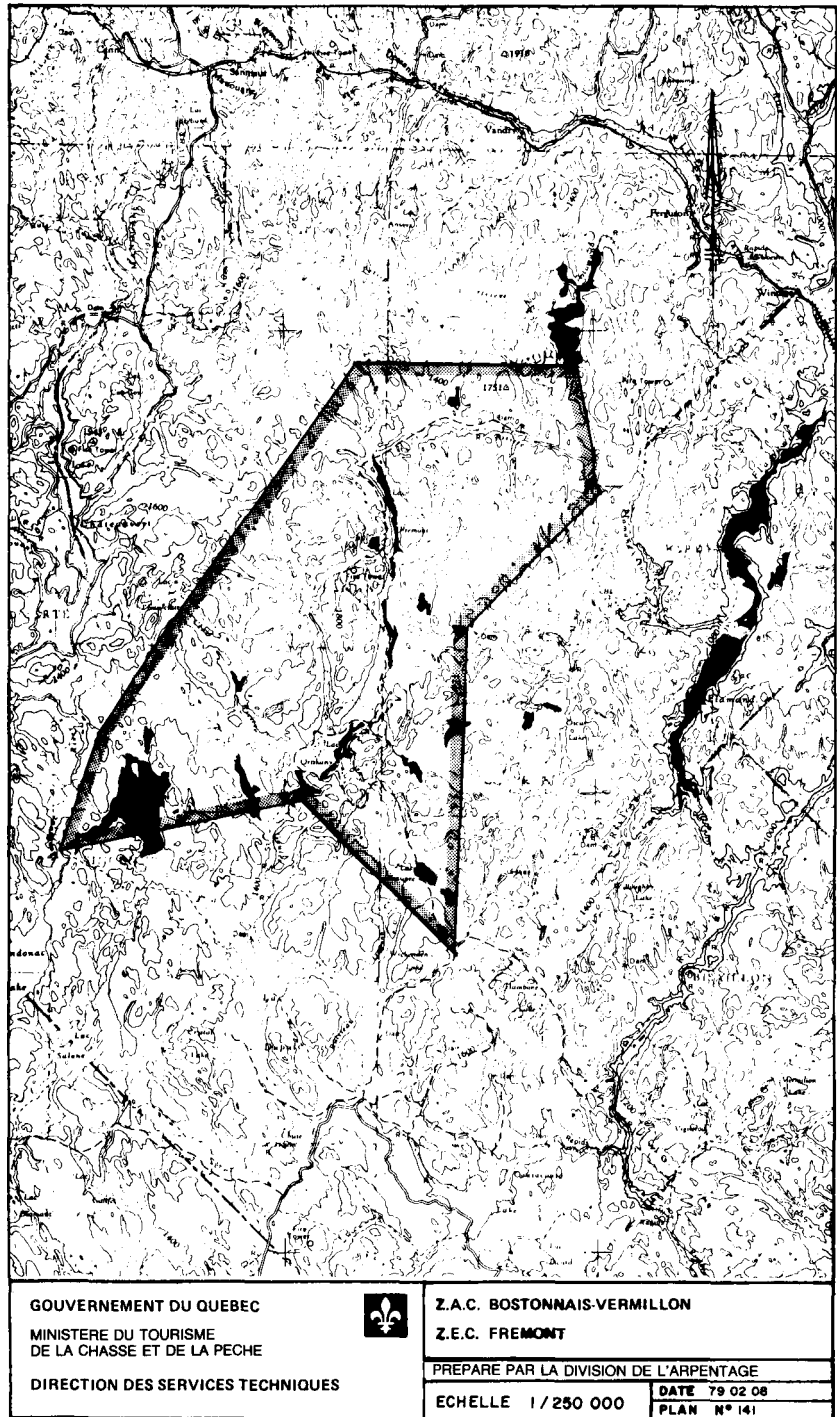
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Frémont Controlled Zone :

A territory situated in the county municipality of Champlain, townships of Sincennes, Frémont, Chouinard, Laporte, containing five hundred and seventy-two square kilometres (572 km<sup>2</sup>) whose perimeter is described as follows :

Commencing at a point situated on the western corner of the township of Laporte ; thence southeasterly, the separating line of the townships of Laporte and Dupuis to a point whose coordinates are : 5 251 650 m N and 604 600 m E ; thence, northerly along a point whose coordinates are 5 261 400 m N and 605 000 m E to a point whose coordinates are : 5 271 150 m N and 605 000 m E skirting lac Seal on the eastern shore and lac Québec on the western shore ; northeasterly, the separating line of the townships of Frémont and Laporte, then the separating line of the townships of Chouinard and Bardy to the western shore of lac Duresme ; northwesterly, the western shore of lac Duresme ; northwesterly, a straight line to a point on the southern shore of lac Albert and whose coordinates are 5 287 100 m N and 611 000 m E ; thence westerly, to the western corner of the township of Chouinard skirting all the lakes on the northern shore ; thence, southwesterly and northeasterly, a broken line whose U.T.M. coordinates of the apexes are : 5 269 825 m N and 585 950 m E ; 5 264 900 m N and 582 875 m E ; 5 257 650 m N and 580 675 m E, skirting on the southern shore lac du Portage, lac Sincennes and lac Wilfred to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.114

## Regulation respecting the Gros Brochet Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Gros Brochet Controlled Zone :

A territory situated in the county municipalities of Champlain and Saint-Maurice, townships of Potherie, Picard, Galifet, Dupuis, Sincennes and partly in non-surveyed land, containing one thousand thirty-seven square kilometres (1 037 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the separating line of the townships of Bisaillon and Picard at the intersection with the northwestern bank of rivière Vermillon ; thence, northwesterly, the separating line of the townships of Picard and Bisaillon to a point whose coordinates are : 5 244 250 m N and 612 350 m E ; thence, in general southwesterly, northwesterly, northerly and northeasterly directions following the limit of Flamand Controlled Zone and whose coordinates are 5 243 200 m N and 606 300 m E, 5 244 250 m N, 599 650 m E, 5 246 350 m N, 600 000 m E, 5 248 100 m N, 595 650 m E, 5 250 100 m N, 594 550 m E, the latter point being situated on the separating line of the townships of Dupuis and Laporte ; thence, northwesterly, the separating line of the townships of Dupuis and Laporte to the northern corner of the township of Dupuis skirting lac Muss to the northeast ; thence, southwesterly, a straight line skirting all the lakes met there to the southern shore, to the eastern bank of rivière Mondonac lying south of the dam ; thence, southwesterly, the eastern bank of the river and the eastern shore of lac Mondonac to a point whose coordinates are 5 240 550 m N and 575 250 m E ; thence, southwesterly, a line whose coordinates are 5 225 150 m N and 573 550 m E, the said point being situated on the separating line of the townships of Gallet and Troys ; thence, southeasterly, following the separating line of the townships of Gallet and Troys on the one hand, Potherie and Villiers on the other hand to the northern shore of lac de la Ligne ; thence, the northern shore of the said lake to a point whose coordinates are 5 216 500 m N and 582 600 m E ; thence, northeasterly, to a point whose coordinates are 5 222 350 m N and 586 900 m E, skirting lac Travers to the south ; thence, southeasterly to a point whose coordinates are

5 217 950 m N and 590 450 m E ; thence, northeasterly, southeasterly and southerly, a broken line whose apex coordinates are 5 232 850 m N and 602 700 m E, 5 228 000 m N and 607 250 m E, 5 228 000 m N and 608 250 m E ; the latter point being situated on the separating line of the townships of Picard and Livernois skirting lac Wilson to the southeast and lac Boivin to the northwest ; thence, northeasterly, following the separating line of the townships of Picard and Livernois to a point situated on the western bank of rivière Livernois, skirting lac Picard to the southern shore ; thence, northerly, the western bank of rivière Livernois to a point situated on the northwestern bank of rivière Vermillon and whose coordinates are 5 239 800 m N and 615 100 m E ; thence, northerly, the northwestern bank of rivière Vermillon to the point of commencement.

**GOUVERNEMENT DU QUEBEC**  
**MINISTÈRE DU TOURISME**  
**DE LA CHASSE ET DE LA PÊCHE**  
**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. MANOJANE**  
**Z.E.C. GROS-BROCHET**

**PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE**  
**ECHELLE 1/250 000**  
**DATE 79 04 11**  
**PLAN N° 170**



c. C-61, r.115

## Regulation respecting the Iberville Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**I.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Iberville Controlled Zone :

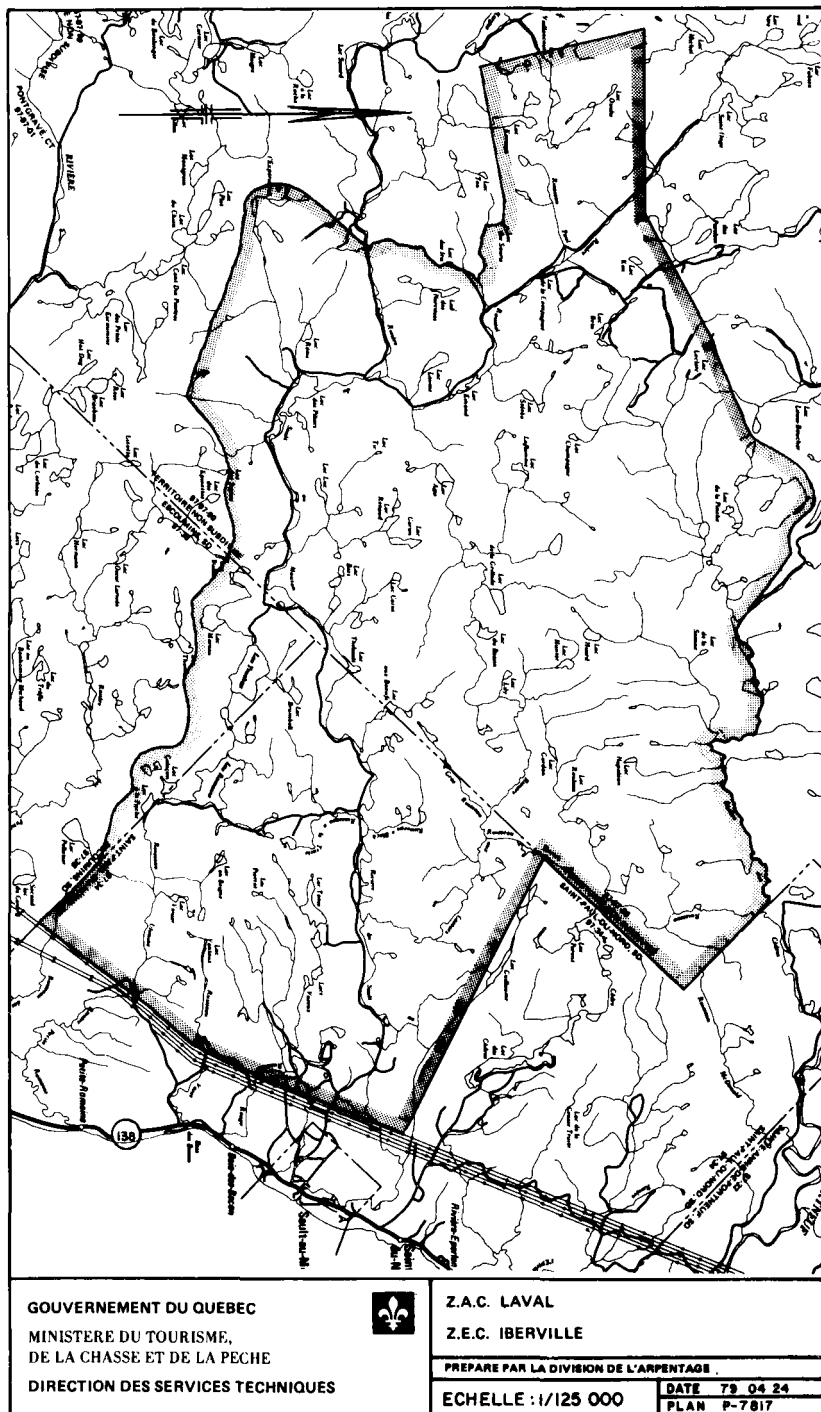
A territory situated in the county municipality of Saguenay, in the townships of Iberville, Escoumins and the unorganized territories, containing four hundred and thirty-eight square kilometres (438 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the northern corner of the township of Iberville ; thence, southwesterly, the northwestern limit of the township of Iberville to the meeting with the left bank of ruisseau à Dorick ; thence, southeasterly, a straight line to the meeting with the northwestern limit of the right of way of the power line, a point whose U.T.M. coordinates are 5 379 000 m N, 479 470 m E, thence, southwesterly, the northwestern limit of the right of way of the power line to the separating line of the townships of Iberville and Escoumins ; northwesterly, the separating line of the townships of Iberville and Escoumins to the meeting with the outlet of lac Pelletier ; thence, in a general northwesterly direction and then northerly direction, the limit of two (2) drainage basins, several points of which are identified by the following U.T.M. coordinates : 5 370 450 m N, 469 200 m E, 5 371 175 m N, 467 725 m E, 5 372 550 m N, 467 000 m E, 5 373 175 m N, 464 750 m E, 5 374 250 m N, 461 950 m E, 5 374 250 m N, 459 450 m E, 5 372 950 m N, 456 600 m E, 5 374 325 m N, 454 200 m E, 5 374 900 m N, 451 150 m E, 5 377 050 m N, 450 950 m E ; thence, northeasterly, a straight line to the meeting point of the left bank of the outlet of lac des Iris and rivière du Sault-au-Mouton ; thence northerly, the left bank of the outlet of lac des Iris, the western shore of lac des Iris ; northeasterly and then northwesterly, the outlet of lac des Souris to the southern end of the said lake ; northwesterly, a straight line to the northeastern corner of the land under lease for tourist and commercial purposes (outfitter) "Club d'Iberville", a point whose U.T.M. coordinates are 5 382 850 m N, 451 225 m E ; southwesterly, the northern limit of the said outfitter to a point whose U.T.M. coordinates are 5 382 150 m N, 447 225 m E ; northwesterly, the northeastern limit of "Club d'Iberville" and its extension to the meeting with

the southern limit of the land under lease for tourist and commercial purposes (outfitter) "Club lac des Perches", a point whose U.T.M. coordinates are 5 387 100 m N, 445 950 m E ; thence, easterly, the southern limit of the said outfitter to a point whose U.T.M. coordinates are 5 387 100 m N, 451 600 m E ; thence, northeasterly, the southeastern limit of the said outfitter and its extension to the meeting with a limit of two (2) drainage basins, a point whose U.T.M. coordinates are 5 389 025 m N, 455 450 m E ; thence, in a general northeasterly direction and then southeasterly, the limit of two (2) drainage basins, several points of which are identified according to the following U.T.M. coordinates : 5 389 900 m N 457 850 m E, 5 391 900 m N, 459 475 m E ; 5 391 500 m N, 461 000 m E ; 5 391 300 m N, 461 850 m E ; thence, a straight line to a point whose U.T.M. coordinates are 5 389 750 m N, 464 600 m E, the latter point being the western end of a lake situated north of lac de la Savane ; thence, northeasterly, the northern shore of the said lake, the left bank of rivière des Cèdres to the meeting with ruisseau du Cèdre ; thence, southeasterly, a straight line to the point of commencement.



**SCHEDULE A**  
(s. 1)





c. C-61, r.116

## Regulation respecting the Jaro Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Jaro Controlled Zone :

A territory situated in the county municipality of Beauce, in the townships of Linière and Metgermette-Sud, containing one hundred and twelve square kilometres (112 km<sup>2</sup>) and whose perimeter may be described as follows :

**1<sup>st</sup> Perimeter :** Commencing at the meeting point of the separating line of ranges X and XI of the township of Metgermette-Sud with the Québec—United States border line, thence in a general southwesterly direction the said border line to the southwestern limit of the 2<sup>nd</sup> Range Section C ; thence northwesterly, the southwestern limit of the said Range to the separating line of lots 53 and 54 of that Range ; northeasterly, the northwestern limit of lot 54 ; northwesterly, the northeastern limit of lots 53, 52, 51 ; southwesterly, the southeastern limit of lot 50 ; northwesterly, the southwestern limit of lots 50, 49 ; northeasterly, the northwestern limit of lot 49 ; northwesterly, the northeastern limit of lot 48 ; southwesterly, the southeastern limit of lot 47 ; northwesterly, the southwestern limit of lots 47 to 36 ; northeasterly, the northwestern limit of lot 36 ; southwesterly, the northeastern limit of lots 35 to 27 ; southwesterly, the northwestern limit of lot 27 ; northwesterly, the southwestern limit of lots 26 to 7 ; northeasterly, the northwestern limit of lot 7 ; southeasterly, the separating line of the 3<sup>rd</sup> Range Section C and the 2<sup>nd</sup> Range Section C to the meeting with the southeastern limit of lot 7 of the 3<sup>rd</sup> Range Section C ; northeasterly, the southeastern limit of the said lot 7, southeasterly, the northeastern limit of lots 8 and 9 of the said Range ; northeasterly, the northwestern limit of lots 10 to 13 of the 4<sup>th</sup> Range Section C ; southeasterly, the northeastern limit of lot 13 to the meeting with the northern limit of mining lot 7, rivière du Portage ; easterly, the northern limit of mining lot 7 ; northerly, the western limit of mining lot 8 ; easterly, the northern limit of mining lot 8 ; southeasterly, the eastern limit of mining lot 8 to the meeting with the northern bank of rivière du Portage ; thence, in a general northeasterly direction, the northern bank of rivière du Portage to the meeting with the northeastern limit of lot 9 of Range VIII of the township of Metgermette-Sud ;

southeasterly, the northeastern limit of lot 9 of Range VIII ; southwesterly, the separating line of Range VIII and IX to the meeting with the northeastern limit of lot C of Range IX ; thence southeasterly, the northeastern limit of lot C of Range IX ; thence southwesterly, the southeastern limit of lot C of Range IX ; southeasterly, the northeastern limit of lot D of Range X ; northeasterly, the separating line of Ranges X and XI of the township of Metgermette-Sud to the point of commencement.

Less and to withdraw from such territory :

(1) the mining lots 1 to 8, rivière du Portage, 3<sup>rd</sup> Range Section C and 4<sup>th</sup> Range Section C of the township of Linière ;

(2) the mining lots 1 to 14, ruisseau Oliva, of the township of Linière.

**2<sup>nd</sup> Perimeter :** Commencing at the meeting point of the separating line of Range III and IV of the township of Metgermette-Sud with the Québec — United States border line, thence southeasterly, the said border line to the meeting with the separating line of Range IV and V of the township of Metgermette-Sud ; southwesterly, the separating line of Ranges IV and V to the northeastern limit of lot 13 of Range V ; southeasterly the northeastern limit of lot 13 of Range V ; southwesterly, the separating line of Ranges V and VI to the southwestern limit of lot 1 of Range V ; northwesterly, the southwestern limit of lot 1 of Range V to the meeting with the separating line of the townships of Linière and Metgermette-Sud ; southeasterly, the northeastern limit of lots 3, 4, 5 of the 4<sup>th</sup> Range Section C, township of Linière ; southwesterly, the southeastern limit of lot 5 ; northwesterly, the southwestern limit of lots 4 and 5 of the 4<sup>th</sup> Range Section C ; southwesterly, the southeastern limit of lot 3 of the 3<sup>rd</sup> Range Section C ; northwesterly, the southwestern limit of lots 3, 2, 1 of the 3<sup>rd</sup> Range Section C ; the southwestern limit of lot 51 of the 3<sup>rd</sup> Range Section B to the meeting with the mining lot 1, rivière des Voyageurs ; thence, in a general northeasterly direction, the northern limit of lots 51 to 56 of the 3<sup>rd</sup> Range Section B ; southeasterly, the northeastern limit of lot 56 ; northeasterly, the northwestern limit of lot 1 of the 4<sup>th</sup> Range Section C ; southeasterly, the separating line of the townships of Linière and Metgermette-Sud ; northeasterly, the separating line of Ranges IV and V of the township of Metgermette-Sud to the northeastern limit of lot 7 of Range IV ; northwesterly, the northeastern limit of lot 7 of Range IV ; northeasterly, the separating line of Ranges III and IV to the point of commencement.

Less and to withdraw from such territory, the eastern half of lots 2a and 2b of the 4<sup>th</sup> Range Section C, township of Linière.

**3<sup>rd</sup> Perimeter :**

(1) Lots 30 to 34 inclusive of the 4<sup>th</sup> Range Section B of the township of Linière.

(2) Lots 29 to 50 inclusive of the 3<sup>rd</sup> Range, Section B, township of Linière.

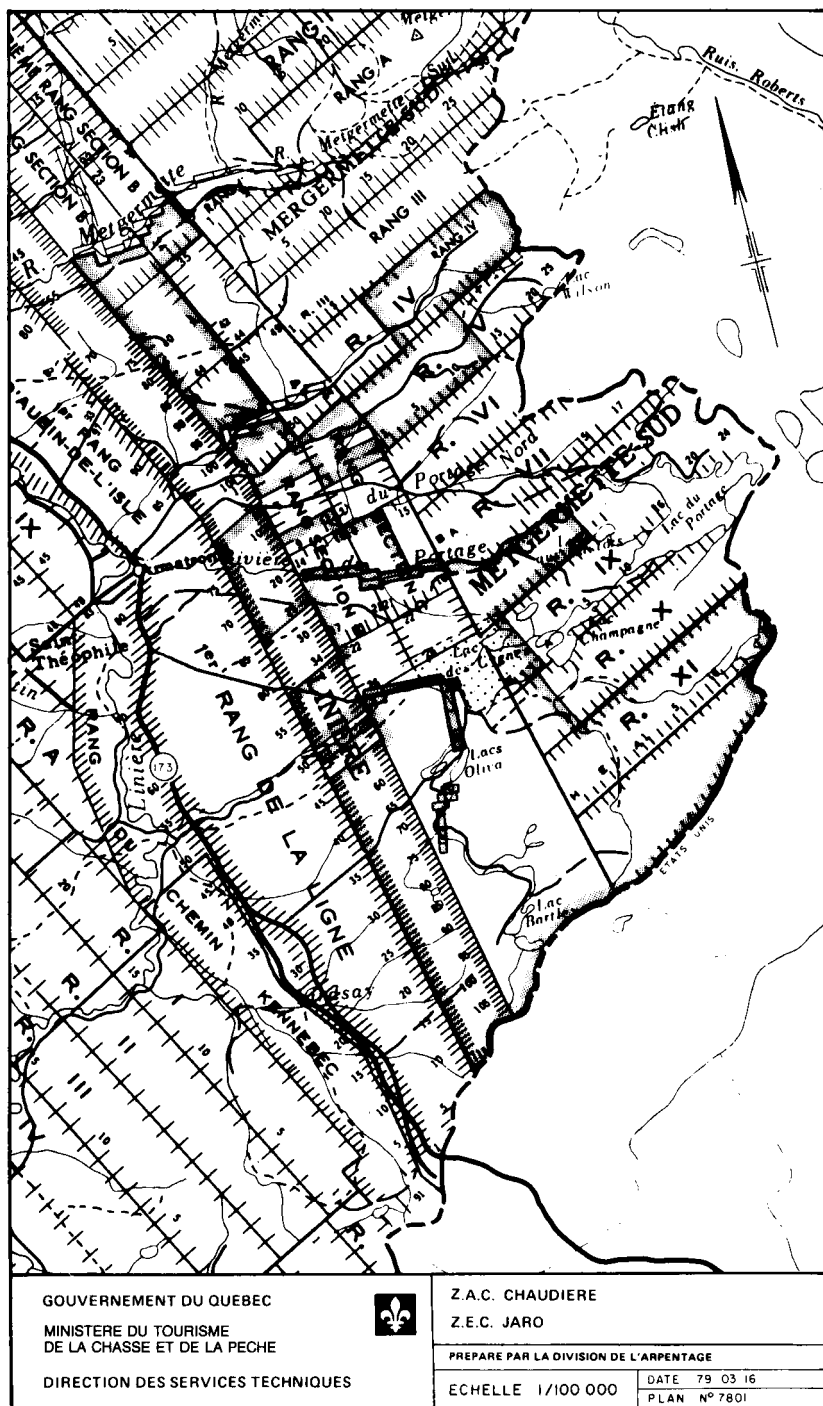
A territory within the Jaro Controlled Zone subject to a special regulation.

A territory situated in the townships of Metgermette-Sud and Linière, containing four and fifty-two hundredths square kilometres (4,52 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the separating line of lots B and C of Ranges VIII and IX of the township of Metgermette-Sud ; thence, southeasterly, the northeastern limit of lot C of Range IX ; southwesterly, the separating line of Ranges IX and X to the meeting with the separating line of the townships of Linière and Metgermette-Sud ; thence, southwesterly, in accordance with a direction perpendicular to the separating line of the said townships to the meeting with the eastern limit of the road allowance along ruisseau Oliva ; thence, northerly then northwesterly the eastern limit of the said road allowance to the meeting with the extension of the separating line of the 3<sup>rd</sup> and 4<sup>th</sup> Range, Section C, township of Linière, thence, northwesterly, the said extension and the said separating line of the ranges to the meeting with the separating line of lots 25 and 26 of the 4<sup>th</sup> Range, Section C of the township of Linière ; northeasterly, the said separating line of the lots and its extension to the meeting with the separating line of lots B and C of Range VIII of the township of Metgermette-Sud ; thence, southeasterly, the said separating line of the lots to the point of commencement.

# SCHEDULE A

(s. 1)





c. C-61, r.117

## Regulation respecting the Jeannotte Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A and described in this section constitutes the Jeannotte Controlled Zone :

A territory situated in township of Charest, Bickerdike, Trudel and Laurier, the county municipalities of Québec and Champlain, covering an area of three hundred and sixty-one square kilometres (361 sq. km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from a point situated on the west bank of the Batiscan River at a point whose coordinates are : 5 241 250 m N and 708 850 m E ; thence westerly, following the limit of the Portneuf Wildlife Sanctuary to a point whose coordinates are : 5 241 200 m N and 705 400 m E ; thence northwesterly, following the limit of the Portneuf Wildlife Sanctuary to a point whose coordinates are : 5 242 350 m N and 702 600 m E ; thence southwesterly, following the limit of the Portneuf Wildlife Sanctuary to a point whose coordinates are : 5 241 900 m N and 702 325 m E ; thence northwesterly, northerly and westerly, following of the Bessonne Controlled Zone whose a broken line whose apexes are identified by the following coordinates : 5 242 050 m N and 701 850 m E ; 5 246 650 m N and 701 650 m E and to a point situated on the northeastern limit of the right of way of the road and whose coordinates are : 5 246 600 m N and 699 000 m E skirting by the east and north shores, the lakes that meet there ; thence northwesterly, following the northeastern limit of the right of way of the road to a bridge crossing Au Lard Lake ; thence northwesterly and northerly, following the limit of the Bessonne Controlled Zone, a broken line whose apexes are identified by the following coordinates : 5 248 200 m N and 696 400 m N, 5 264 200 m N and 695 775 m E, that point found on the south shore of Lowney Lake, skirting Shitagoo Lake by the east shore and Shiragoo Lake, by the west shore ; thence in general westerly and northeasterly directions, the west shore of Lowney Lake to a point whose coordinates are : 5 264 850 m N and 696 050 m E ; thence northeasterly, following a straight line to a point whose coordinates are : 5 265 000 m N and 696 400 m E, the latter point found on the west shore of De la Grande-Baie Lake ; thence in a general northeasterly direction, following the west shore of the De

la Grande-Baie Lake to a point whose coordinates are : 5 269 350 m N and 697 750 m E ; thence easterly, to a point whose coordinates are : 5 269 300 m N and 699 100 m E ; thence southwesterly, to a point situated on the north bank of Jeannotte River, a point whose coordinates are : 5 264 150 m N and 698 600 m E ; thence southeasterly, following the northeast bank of Jeannotte River to a point whose coordinates are : 5 263 900 m N and 699 050 m E ; thence easterly, to a point whose coordinates are : 5 263 950 m N and 702 600 m E ; thence northerly, to a point whose coordinates are : 5 265 400 m N and 702 550 m E ; thence easterly, to a point situated on the west bank of Batiscan River ; thence, in a general southeasterly direction, following the west bank of the Batiscan River to a point situated 201,17 m west of the mouth of the effluent of Mackey-Smith Lake ; thence southwesterly, following a straight line to a point situated 201,17 m southwest of the southwest bank of the Batiscan River ; thence in a general southerly direction, following a line parallel to a distant 201,17 m west of the west bank of the Batiscan River to 201,17 m south of the mouth of Aux Eclairs River ; thence southeasterly, following a straight line to the west bank of the Batiscan River ; thence in a general southwesterly direction, following the west bank of the Batiscan River to the starting point.

**Gouvernement du Québec**  
Ministère du Loisir  
de la Chasse et de la Pêche  
**Direction des services techniques**  
Prépare par Service de l'acquisition d'immeubles

**Z.A.C. BOSTONNAIS-VERMILLON**  
**Z.E.C. JEANNOTTE**

ÉCHELLE: 1/125 000

DATE: 1981 10 27

PLAN N°: 276



c. C-61, r.118

## Regulation respecting the Kiskissink Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Kiskissink Controlled Zone :

A territory situated in the county municipalities of Québec and Montmorency, townships of Biart, Rhodes, Lescarbot, Gendron, Laure, and Borgia and in unorganized territories, converging eight hundred and twenty-five square kilometres (825 km<sup>2</sup>), and whose perimeter may be described as follows :

Starting from a point situated at the intersection of a line situate at sixty and thirty-five hundredths (60,35 m) metres east of the east shore of Lake Ventadour and of the southern limit of the township of Lescarbot ; thence easterly, following the limit of the township of Lescarbot to a point situated at sixty and thirty-five hundredths (60,35 m) metres west of the west shore of Métabetchouane River ; thence northwesterly, following a line parallel to and sixty and thirty-five hundredths (60,35 m) metres distant southwesterly of the southwest shore of Métabetchouane River to a point situated on the extension of the downstream side limit of the rapids, a point whose coordinates are : 5 312 040 m N, 721 730 m E ; thence northeasterly, a straight line following the downstream side limit of the rapids and its extension to a point situated on the south shore of the island ; thence northerly, following the west shore of the island to a point situated at the downstream side limit of the rapids, a point whose coordinates are : 5 312 400 m N, 721 850 m E ; thence northerly, following the downstream side limit of the rapids, and its extension to a point situated at sixty and thirty-five hundredths (60,35 m) metres north of the north shore of Métabetchouane River ; thence mainly northwesterly, following a line parallel to and sixty and thirty-five hundredths (60,35 m) metres distant northerly of the north shore of Métabetchouane and of Métabetchouane River to its meeting with the division line of the counties of Lac-Saint-Jean-est and Montmorency ; thence westerly, following the division line of said counties, the division line of the township of Malherbe and Rhodes skirting to the north Émile Lake, Travers Lake and De Lamarre Lake to a point whose U.T.M. coordinates are : 5 319 425 m N, 700 850 m E ; thence southwesterly, following a straight

line to its meeting with the eastern limit of Lac Biart Road, a point whose U.T.M. coordinates are : 5 315 750 m N, 698 650 m E ; southeasterly, following the eastern limit of the right of way of the said road to its meeting with the left bank of Au Chien Creek (limit of the Z.E.C. Borgia) ; southwesterly, following the left bank of Au Chien Creek to a point whose U.T.M. coordinates are : 5 314 525 m N, 697 960 m E ; thence southwesterly, southerly, southeasterly and southerly, following a broken line being the limit of the Ménokéosawin Controlled Zone and whose U.T.M. apex coordinates are : 5 307 125 m N, 693 550 m E, 5 298 850 m W, 693 950 m E, 5 296 050 m N, 703 850 m E, 5 289 950 m N, 703 850 m E ; thence southeasterly, following a straight line to its intersection with a line parallel to and sixty and thirty-five hundredths (60,35 m) metres distant southeasterly of the southeast bank of Aux Castors Noirs River skirting Cleveland Lake on the northern shore, and Montagne-Brûlée Lake on the southern shore, a point whose U.T.M. coordinates are : 5 282 450 m N, 715 050 m E ; thence mainly northeasterly, following a line parallel to and sixty and thirty-five hundredths (60,35 m) metres distant southeasterly of the bank of Aux castors Noirs River to its intersection with the southwestern limit of the timber claim No. 161 (Métabetchouane River) ; thence northwesterly and northeasterly, following the southwestern and northwestern limits of the said timber claim No. 161 to a point situated at sixty and thirty-five hundredths (60,35 m) metres west of the west shore of Ventadour Lake ; thence mainly southerly, easterly and northerly, following a line parallel to and sixty and thirty-five hundredths (60,35 m) metres distant southerly of the south shore of Ventadour Lake to the starting point.

**Gouvernement du Québec**  
Ministère du Loisir  
de la Chasse et de la Pêche  
**Direction des services techniques**

Z.A.C. BOSTONNAIS-VERMILLON  
Z.E.C. KISKISSINK

ÉCHELLE : 1/250000

DATE : 1981 10 27 PLAN N° : 275





c. C-61, r.119

## Regulation respecting the Labrieville Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

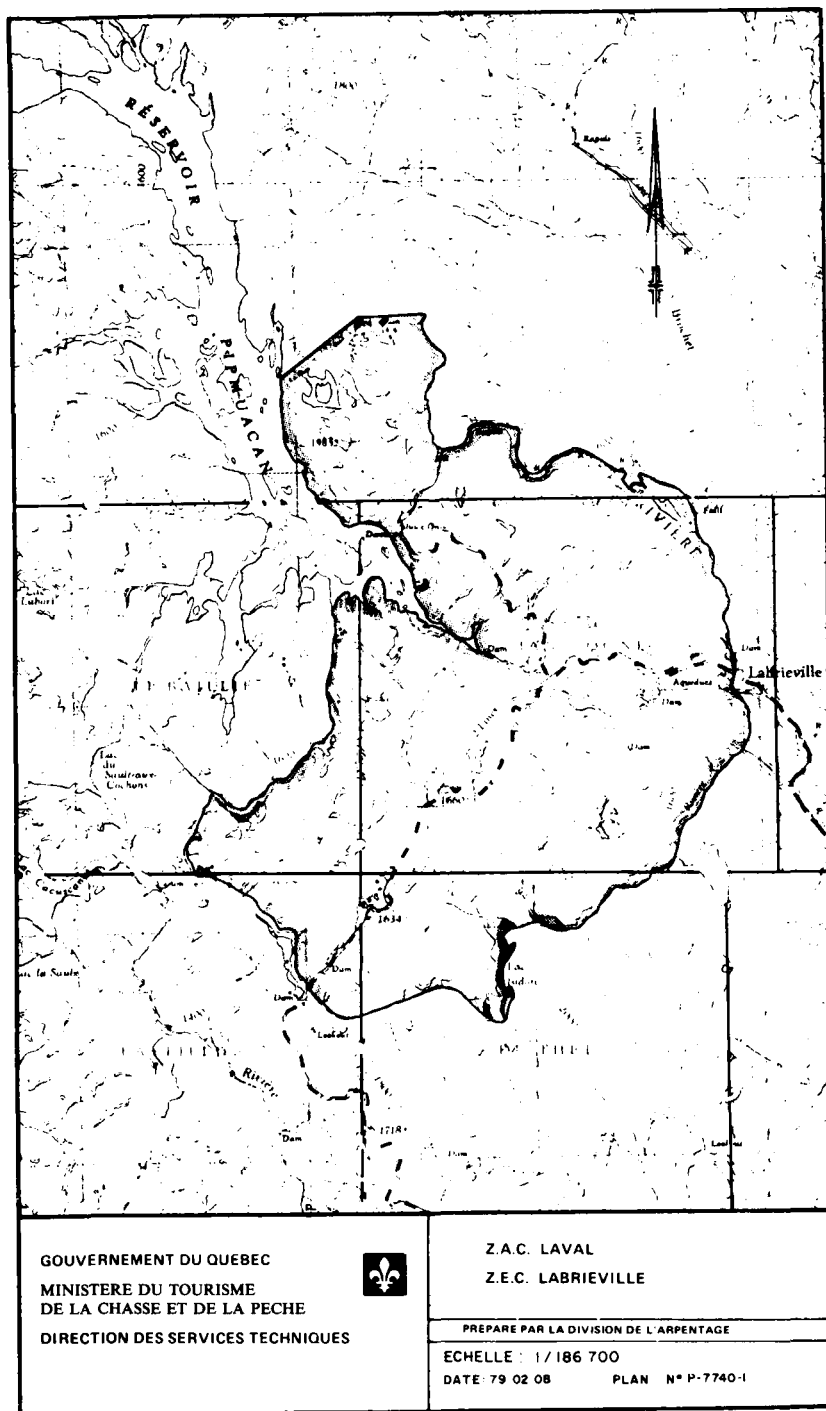
**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Labrieville Controlled Zone :

A territory situated in the county municipality of Saguenay, in the townships of Janssoone, Le Baillif, Bayfield, Du Thet, as well as in the unorganized territories, containing four hundred and twenty-seven square kilometres (427 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated at the intersection of the southeastern shore of lac Cassé with the tunnel conducting the water to the powerhouse at Labrieville ; thence, in a general northwesterly direction, following the eastern shore of lac Cassé, a distance of twenty and twenty-eight hundredths kilometres (20,28 km), more or less, to a point situated at the meeting of the eastern shore of lac Cassé with a line measuring eight and forty-five hundredths kilometres (8,45 km) in length, more or less, having an azimuth of 326°00', and originating at the meeting point of the left bank of the rivière Bersimis with the eastern shore of lac Cassé ; thence, following a line having an azimuth of 54°00', a distance of four and fifty-one hundredths kilometres (4,51 km), more or less, to its meeting point with the shore of a bay forming the northern end of lac Lucien ; thence, following a line in an easterly direction, a distance of two and seventy-four hundredths kilometres (2,74 km), more or less, to its meeting with an unnamed river ; thence, in a general southerly direction following the said river, a distance of six and eighty-four hundredths kilometres (6,84 km), more or less, to its junction with the rivière Bersimis ; thence, easterly, following the right bank of the rivière Bersimis, a distance of seventeen and six hundredths kilometres (17,06 km), more or less, to the junction with the rivière Bersimis of a river into which flow the outlets of lac McQueen and lac Lauzon ; thence, in a general southerly, southwesterly and westerly direction, a distance of thirty-nine and forty-three hundredths kilometres (39,43 km), more or less, following a road alongside the right bank of the rivière Bersimis, running alongside Labrieville to the west skirting lac Gilles to the east, following the rivière Leman, skirting lac Labos-

sière and lac Isidore to the south up to the road skirting lac aux Perles on the east ; thence, in a general northwesterly and northerly direction, a distance of eleven and seventy-five hundredths kilometres (11,75 km), more or less, following the road skirting the said lake on the east and lac McKinley on the south, to its meeting with the road skirting lac Mims to the north ; thence, a general easterly direction, following the said road for a distance of three and fifty-four hundredths kilometres (3,54 km), more or less, to its intersection with the left bank of the outlet of Lac Mims ; thence, in a general northeasterly direction, a distance of two and fifty-seven hundredths kilometres (2,57 km), more or less, following the left bank of the outlet of lac Mims, the northwestern shore of lac Charlotte, the left bank of the outlet of lac Charlotte, to the meeting of the said lake with the road leading to lac Cassé ; thence, in a general northeasterly and northerly direction, following the said road, a distance of two and seventy-four hundredths kilometres (2,74 km), more or less, to its meeting with the left bank of the outlet of lac François ; thence, in a general northerly direction, following the said river, a distance of six and forty-four hundredths kilometres (6,44 km), more or less, to the southern shore of lac Cassé ; thence, in a general southeasterly, then northwesterly direction, following the southern shore of lac Cassé for a distance of eleven and twenty-six hundredths kilometres (11,26 km), more or less, to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.120

## Regulation respecting the Lac au Sable Controlled Zone

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Lac au Sable Controlled Zone :

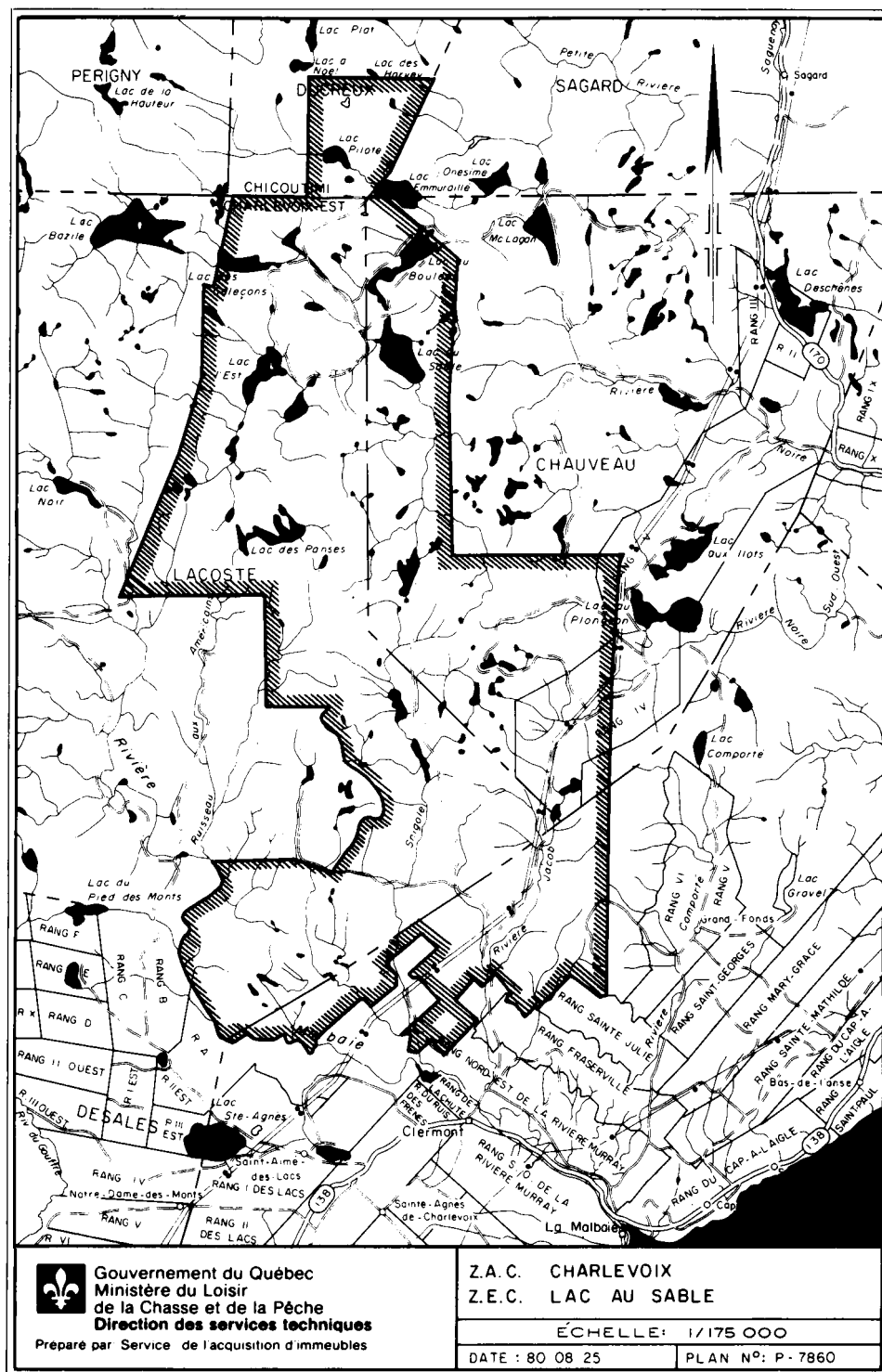
A territory situated in the county municipalities of Chicoutimi and Charlevoix-Est and comprising the townships of Chauveau, Ducreux, Sagard, the Seigneurie de Mont-Murray, unorganized territories, containing three hundred and fifty-five square kilometres (355 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the meeting point of the townships of Ducreux, Sagard and Chauveau ; thence southeasterly, the southwestern limit of the land owned by the Canada Steamship Lines to a point whose U.T.M. coordinates are 5 313 900 m N, 408 450 m E ; thence, azimuth 185°14'49" — 4 920 km a straight line joining the last point to the northwestern corner of the land under lease for commercial and tourist purposes, "Domaine de la Rivière Noire Inc." whose U.T.M. coordinates are 5 309 000 m N, 408 000 m E, skirting the lake met there to the east ; thence, southerly and then easterly, western and southern limit of "Domaine de la Rivière Noire Inc." whose U.T.M. coordinates of the southwestern and southeastern apexes are 5 303 000 m N, 408 000 m E, and 5 303 000 m N, 413 000 m E ; thence easterly, the extension of the southern limit of the said territory under lease to the meeting with the northwestern limit of the right of way of the power line, a point whose U.T.M. coordinates are 5 303 000 m N, 414 450 m E ; thence southwesterly, the northwestern limit of the right of way of the power line to a point whose U.T.M. coordinates are 5 298 700 m N, 413 800 m E ; thence southerly, to the meeting with the northeastern limit of range Sainte-Julie ; thence, in a general northwesterly direction, the northeastern limit of range Sainte-Julie ; southwesterly, the northwestern limit of lot 246 ; northwesterly, the northeastern limit of lot 256 of range Fraserville, southwesterly, the northwestern limit of lot 256 ; northwesterly, the northeastern limit of lots 255 to 248 ; thence northeasterly, the southeastern limit of lot 248 to the point identified "A" on the plan showing a part of the Seigneurie de Mont-Murray and executed by Joncas and Massé, land surveyors, dated 4 March 1946 ; thence, along the perimeter of the said parcel of the Seig-

neurie de Mont-Murray the following azimuths and distances : A-B ; 310°10' — 876,89 metres ; B-C ; 220°00' — 727,02 metres ; C-D ; 309°30' — 430,70 metres ; D-E ; 220°10' — 1 049,69 metres ; E-F ; 130°00' — 1 093,55 metres ; F-H ; 225°00' — 1 732,06 metres ; H-I ; 310°10' — 772,89 metres ; I-J ; 221°00' — 426,88 metres ; J-K ; 240°10' — 286,06 metres ; K-L ; 282°45' — 350,64 metres ; L-M ; 13°20' — 693,02 metres ; M-N ; northwesterly along the bank of ruisseau Julien a distance of 192,32 metres ; N-O ; 48°00' — 1 769,67 metres ; O-P ; 287°21' — 114,67 metres ; P-Q ; 319°00' — 961,58 metres ; Q-R ; 272°00' — 177,03 metres ; R-S ; 312°40' — 196,14 metres ; S-T ; 48°30' — 1 314,83 metres ; T-U ; 350°45' — 194,93 metres ; U-V ; 318°30' — 635,89 metres ; V-W ; 228°30' — 1 785,97 metres ; W-X ; 139°00' — 530,48 metres ; X-Y ; 170°00' — 302,76 metres ; Y-Z ; 228°30' — 1 173,63 metres ; Z-A, northwesterly, along the bank of ruisseau Julien a distance of 466,51 metres ; A'-B' ; 228°30' — 2 186,49 metres ; B'-C' ; 184°00' — 182,86 metres to the left bank of rivière Malbaie ; thence northwesterly, the left bank of rivière Malbaie to the meeting with the southwestern corner of the land under lease for commercial and tourist purposes "Club des Trois Castors Inc.", whose U.T.M. coordinates are 5 292 550 m N, 398 650 m E ; thence southeasterly, the southern limit of the "Club des Trois Castors Inc.", and whose apexes may be identified according to the following U.T.M. coordinates : 5 292 450 m N, 401 650 m E ; 5 291 800 m N, 403 300 m E ; thence northeasterly and northwesterly, the eastern limit of the said "Club des Trois Castors Inc.", namely, the line of two drainage basins, to the point whose U.T.M. coordinates are 5 297 750 m N, 403 270 m E ; thence, westerly, the northern limit of the "Club des Trois Castors Inc.", whose U.T.M. coordinates are 5 297 800 m N, 401 000 m E ; thence, northerly, the eastern limit of ZEC des Martres to a point whose U.T.M. coordinates are 5 302 000 m N, 401 000 m E ; thence, westerly, the northern limit of ZEC des Martres to the meeting with the eastern limit of the right-of-way of the power line, northeasterly and northerly, the eastern limit of the right of way of the power line to the meeting with the southern limit of the land under lease for commercial and tourist purposes "Club des Hauteurs", a point whose U.T.M. coordinates are 5 313 110 m N, 398 760 m E ; thence, easterly and northeasterly, the southern and eastern limit of the said club and whose apex coordinates are : 5 313 100 m N, 399 250 m E ; 5 316 350 m N, 400 260 m E, this last point being on the southern limit of the township of Ducreux ; thence easterly, the southern limit of the township of Ducreux to a point whose coordinates are : 5 316 200 m N, 402 600 m E ;

thence northeasterly and southeasterly, a broken line whose apex coordinates are : 5 320 450 m N, 402 900 m E, 5 320 200 m N, 407 700 m E, skirting in a southerly direction both lakes met at this point, this latter point situated on the division line of Ducreux and Sagard townships ; thence, southwesterly, the division line of Ducreux and Sagard, townships, skirting lac Emmuraillé in a northeasterly direction to the starting point.

# SCHEDULE A (s. 1)





c. C-61, r.121

## Regulation respecting the Lac Brébeuf Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Lac Brébeuf Controlled Zone :

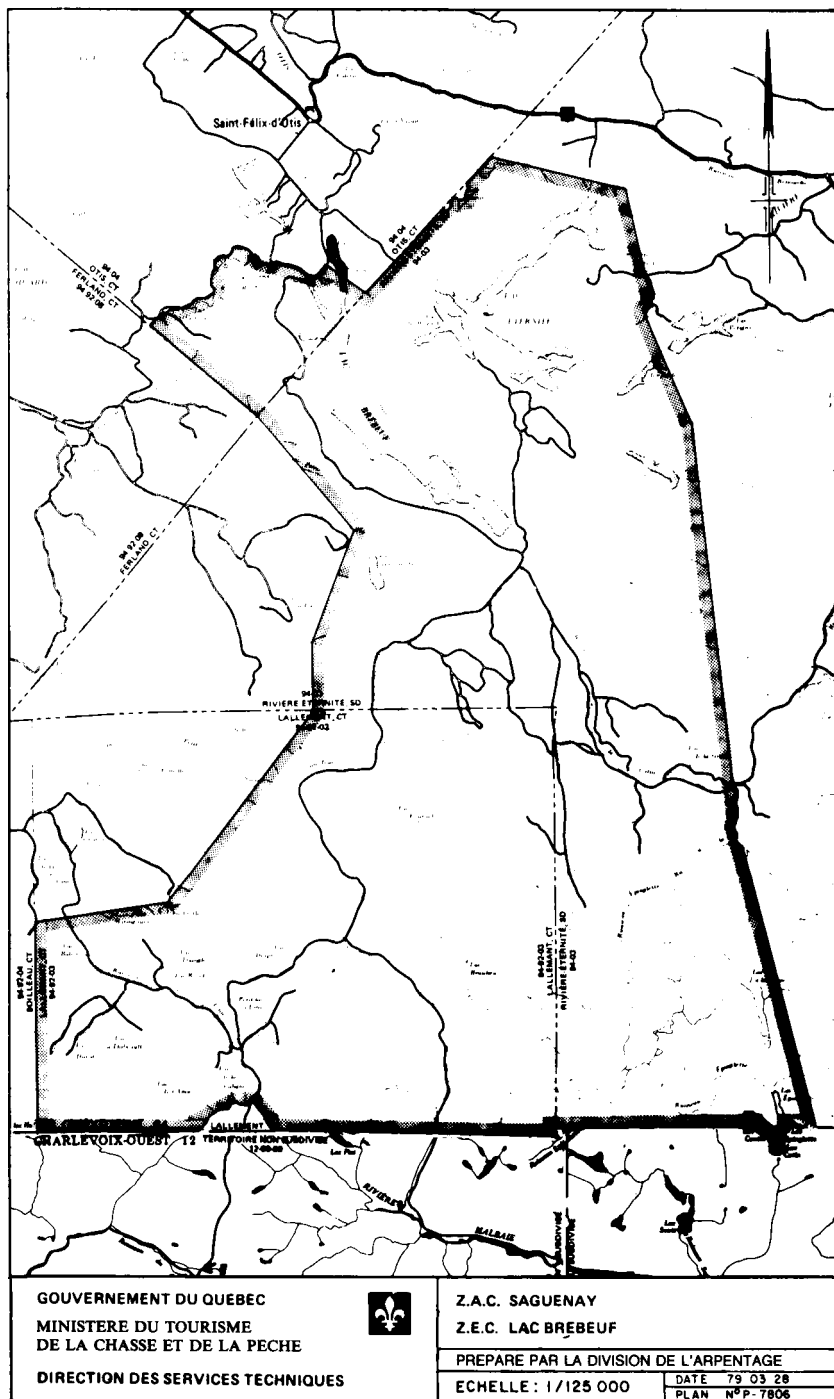
A territory situated in the county municipalities of Chicoutimi and Charlevoix-Est, in the townships of Lalement, Périgny, Brébeuf, Otis, Hébert and in unorganized territories, containing four hundred and thirty-four square kilometres (434 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the separating line of the townships of Brébeuf, Otis and Ferland ; thence, northwesterly, the separating line of the townships of Otis and Ferland to the northwestern bank of the tributary of lac Quenouilles ; thence, in general northeasterly and southeasterly directions, the northwestern bank of the tributary of lac Quenouilles, the northern shore of lac Quenouilles, the western bank of the outlet of lac Quenouilles, the western shore of the lake met there, the northern bank of the tributary of lac à la Balle, the northern shore of lac à la Balle to the meeting with ruisseau des Ilets ; thence, northwesterly, the western bank of ruisseau des Ilets to the northern limit of the right of way of lac à la Balle road ; thence, in general northeasterly and southeasterly directions, the northern limit of the said right of way of the separating line of Ranges II and III of the township of Otis ; thence, southeasterly, the separating line of Ranges II and III to the separating line of the townships of Brébeuf and Otis skirting baie de la Sauvagesse to the north ; thence, northeasterly, the separating line of the townships of Brébeuf and Otis, of Otis and Hébert skirting lac Cazot to the east to the southern limit of Range B of the township of Hébert ; southeasterly, the southern limit of range B of the Township of Hébert to a point whose U.T.M. coordinates are 5 345 400 m N , 388 825 m E ; thence, southeasterly, a straight line to a meeting with the western side of the bridge across the road passing south of Petit lac Éternité ; southeasterly, the western shore of the chain of outlets and lakes situated to the northeast of lac des Sables to the southern end of the lake whose U.T.M. coordinates are 5 341 500 m N , 389 250 m E ; thence, southeasterly, a straight line to the western shore of a lake whose U.T.M. coordinates are 5 338 400 m N , 390 650

m E ; southeasterly, a straight line to the meeting with the northern bank of rivière à la Catin, a point whose U.T.M. coordinates are 5 327 200 m N ; 391 550 m E ; thence, southeasterly, a straight line to the southern limit of the township of Périgny, a point whose U.T.M. coordinates are 5 316 750 m N , 393 750 m E ; thence, westerly, the southern limit of the township of Périgny skirting lac Épinglette, lac Catin and lac Cantin to the south ; thence, southerly, the eastern limit of the township of Lalement ; thence, westerly, the southern limit of the township of Lalement skirting lac Plat and rivière Malbaie to the north ; thence, northerly, the western limit of the township of Lalement to the meeting with the outlet of lac Charny, a point whose U.T.M. coordinates are 5 323 600 m N , 370 200 m E ; thence, northeasterly, a straight line to the mouth of the outlet of lac Trèfle ; thence, northeasterly, a straight line to the southern end of a lake situated on the limit of the townships of Brébeuf and Lalement, a point whose U.T.M. coordinates are 5 329 650 m N , 378 850 m E ; thence, northerly, to the outlet of lac du Détour, a point whose U.T.M. coordinates are 5 331 950 m N , 378 880 m E ; thence, northeasterly, a straight line to a stream, a point whose U.T.M. coordinates are 5 335 250 m N , 380 200 m E ; thence, northwesterly, a straight line to the point of commencement.

## SCHEDULE A

(s. 1)





c. C-61, r.122

## Regulation respecting the Lac de la Boiteuse Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A and described in this section constitutes the Lac de la Boiteuse Controlled Zone :

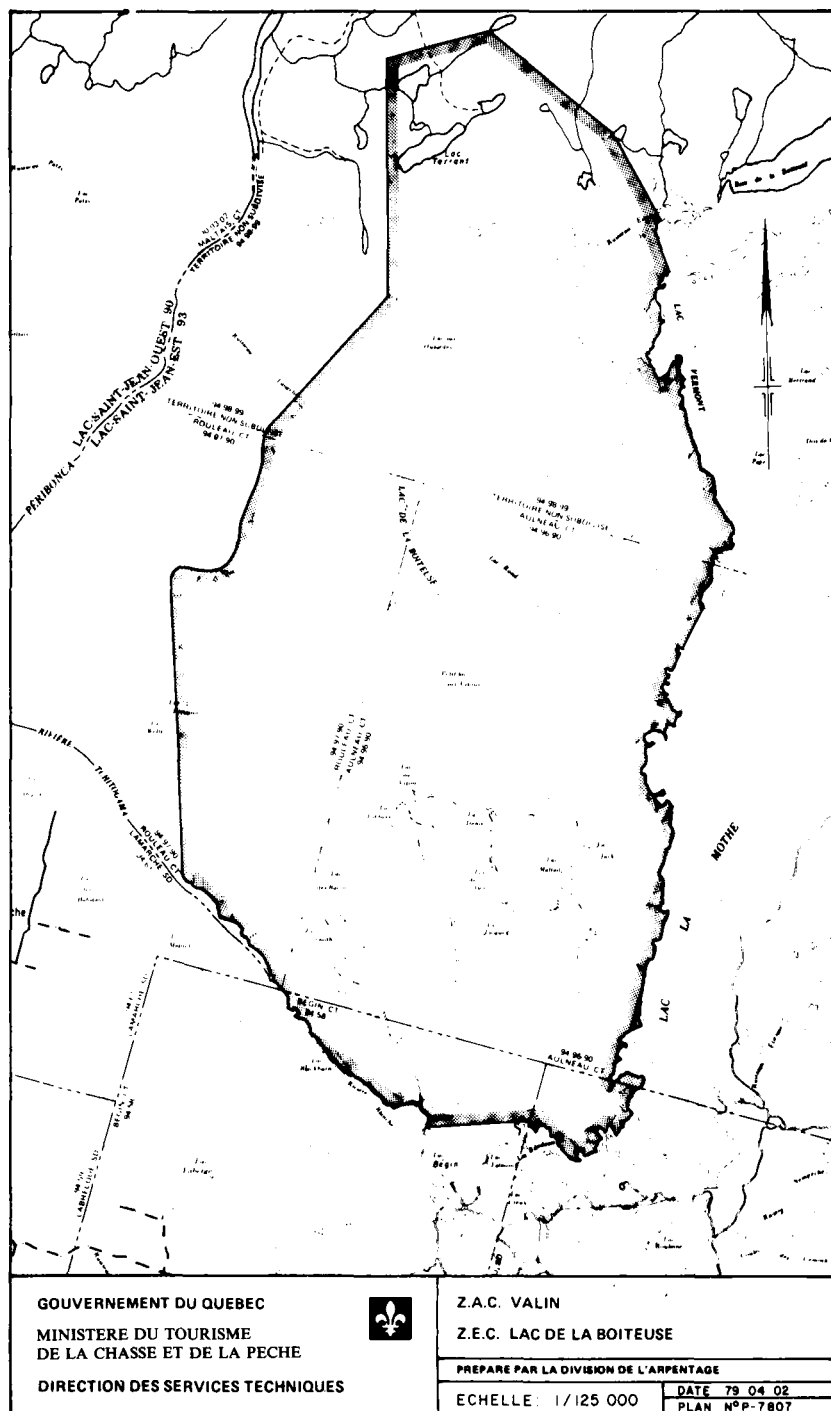
A territory situated in the county municipality of Chicoutimi, in the townships of Falardeau, Bégin, Rouleau, Aulneau and in unorganized territories, containing three hundred and eight-one square kilometres (381 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated on the separating line of the townships of Bégin and Falardeau at the intersection with the northern shore of lac Bilodeau ; thence northwesterly, the northern shore of lac Bilodeau to its most northern end ; thence westerly, a straight line to a point situated on the most northern end of the shore of lac Bégin, thence westerly, to the eastern limit of the right of way of the road alongside the western shore of lac Bégin ; northwesterly, the eastern limit of the right of way of the said road, the northeastern shore of lac Blackburn and also the northeastern shore of the chain of lakes, outlets and tributaries situated between lac Blackburn and lac Tchitogama ; thence northwesterly, the northeastern shore of lac Tchitogama to the intersection with a point whose U.T.M. coordinates are 5 407 900 m N , 326 600 m E , thence northwesterly, a straight line to a point whose U.T.M. coordinates are 5 417 300 m N , 326 350 m E ; thence in a general northeasterly direction, a line of catchment areas a few of the apexes of which are identified by the following U.T.M. coordinates : 5 417 600 m N , 328 000 m E ; 5 418 300 m N , 328 500 m E ; 5 419 200 m N , 328 500 m E ; 5 420 000 m N , 329 000 m E ; 5 421 400 m N , 329 250 m E , the latter point being situated on the northern limit of the township of Rouleau ; thence, northeasterly, northerly, northeasterly and then southeasterly, along a broken line whose apexes are identified by the following U.T.M. coordinates : 5 425 300 m N , 333 100 m E ; 5 432 800 m N , 332 850 m E ; 5 433 600 m N , 336 250 m E ; 5 430 300 m N , 339 900 m E ; 5 427 600 m N , 341 400 m E , the latter point being situated on the northwestern shore of the lake ; thence, southwesterly, the western shore of the said lake to a point whose U.T.M. coordinates are 5 427 100 m N , 341 400 m E ; thence, southeasterly, a straight line to the meeting

with the northern shore of lac Vermont, a point whose U.T.M. coordinates are 5 426 100 m N , 341 750 m E ; thence, in a general southeasterly direction, the western shore of lac Vermont, the western bank of the tributary and the lake south of lac Vermont, the western bank of the outlet of lac Jumeau Ouest, the western shore of lac Jumeau Ouest to its most southern end ; thence, southwesterly, a straight line to the meeting with the northwestern end of reservoir La Mothe skirting the lake met there to the west ; thence, in a general southwesterly and then northwesterly direction, the western bank of reservoir La Mothe and the northern shore of lac Bilodeau to the point of commencement.



**SCHEDULE A**  
(s. 1)





c. C-61, r.123

## **Regulation respecting the La Croche Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the La Croche Controlled Zone :

A territory situated in the county municipalities of Champlain and Québec, in the townships of Chaumonot, Lavoie, Tourouvre, Chasseur, Langelier, containing three hundred and sixty-one (361) square kilometres and whose perimeter may be described as follows :

Commencing at a point situated on the left bank of the rivière Saint-Maurice at its meeting with the line separating the townships of Payson and Langelier whose U.T.M. coordinates are 5 277 700 m N, 655 750 m E ; thence, in a general northeasterly and then northwesterly direction the left bank of the rivière Saint-Maurice, the eastern shore of lac Tourouvre, the left bank of the rivière Trenche, to a point whose U.T.M. coordinates are : 5 306 300 m N, 657 450 m E ; thence southeasterly, a straight line to a point situate on the right bank of the rivière Croche, a point whose U.T.M. coordinates are : 5 297 860 m N, 670 200 m E ; thence, in a general southwesterly and then southeasterly direction, the right bank of the rivière Croche, to a point whose U.T.M. coordinates are : 5 272 520 m N, 669 100 m E ; thence southwesterly a straight line up to a point situate on the left bank of the rivière Saint-Maurice, a point whose U.T.M. coordinates are : 5 268 450 m N, 664 200 m E ; thence, northwesterly the left bank of the rivière Saint-Maurice to the point of commencement.

**GOUVERNEMENT DU QUEBEC**

**MINISTÈRE DU TOURISME,  
DE LA CHASSE ET DE LA PÊCHE**

**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. BOSTONNAIS-VERMILLON  
Z.E.C. LA CROCHE**

<b>PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE</b>	<b>DATE 79 02 08</b>
<b>ECHELLE: 1/125 000</b>	<b>PLAN N° P-7743-I</b>



c. C-61, r.124

## Regulation respecting the La Lièvre Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

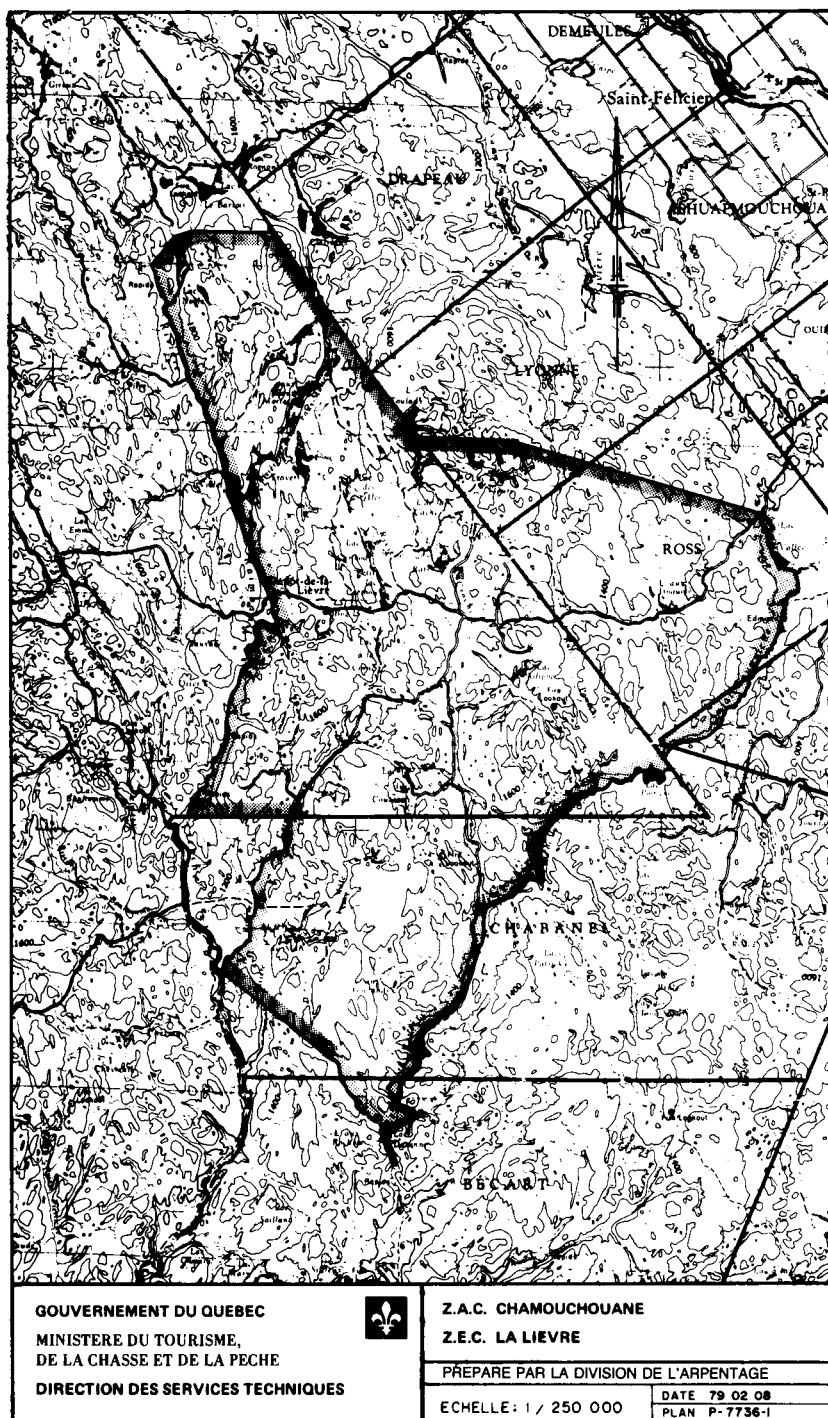
**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the La Lièvre Controlled Zone :

A territory situated in the county municipality of Lac-Saint-Jean-Ouest, the townships of Bécart, Chabanel, Lyonne, Ross, Charlevoix, Déchéne and in the unorganized territories, containing nine hundred and ninety-nine square kilometres (999 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the west bank of the rivière à la Corne with the east bank of the rivière Trenche, thence, northeasterly, the west bank of the rivière à la Corne to the northern limit of the township of Chabanel ; westerly, the northern limit of the township of Chabanel to its meeting with the west bank of the rivière Raimbault ; northeasterly and northwesterly, the west bank of the rivière Raimbault to a point whose U.T.M. coordinates are 5 379 950 m N, 653 600 m E ; thence, northeasterly, a straight line to its meeting with the northern end of the western bay of lac Vienne ; northeasterly, a straight line to the northern limit of the eastern bay of lac Vienne ; thence, easterly, a straight line to its meeting with the southwestern limit of the township of Drapeau, a point whose U.T.M. coordinates are 5 382 000 m N, 661 150 m E ; southeasterly, the southwestern limit of the township of Drapeau, skirting the lake met there to the south ; the southwestern limit of the township of Lyonne skirting lac Toulady to the west up to the southern end of the said lake ; thence, easterly, a straight line to its meeting with the northern end of a lake whose U.T.M. coordinates are 5 369 800 m N and 676 200 m E ; thence southeasterly a straight line to the line separating Ranges II and III of the township of Ross ; southeasterly, the line separating Ranges II and III of township of Ross of the northern shore of lac Saint-Pierre, thence, in a general southeasterly direction, and then southwesterly, the western shore of lac Vallée, lac Edmond and the west bank of the rivière Ouïatchouaniche, to its meeting with the southwestern limit of the township of Charlevoix ; southeasterly, the southwestern limit of the township of Charlevoix to its meeting with the left bank of the tributary of lac Poitiers ; southwesterly, the left bank of the tributary of lac Poi-

tiers ; southeasterly, southerly, and southwesterly, the eastern, southern and western shores of lac Poitiers to its meeting with the outlet of the said lake ; thence, southwesterly, the left bank of the outlet, the southern shore of the lake met there, the outlet of the said lake, the left bank of the ruisseau de l'Ouest, the east bank of lac Panache, the left bank of the rivière Croche, the eastern shore of lac de la Baie, the eastern, southern and western shores of lac Davenne to its meeting with a creek whose U.T.M. coordinates are 5 328 700 m N, 668 900 m E ; thence, northwesterly, the west bank of the said creek to the intersection with another creek, a point whose U.T.M. coordinates are 5 332 350 m N, 666 050 m E, thence northwesterly, a straight line to the point of commencement.

**SCHEDULE A**  
(s. 1)





c. C-61, r.125

## Regulation respecting the Lavigne Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Lavigne Controlled Zone.

A territory situated in the county municipalities of Berthier, Joliette and Montcalm, comprising the townships of : Provost, Courcelles, Gamelin, Tracy, Joliette, Cathcart, Chilton, Cartier, Gouin, covering an area of 405,5 km<sup>2</sup>, and whose perimeter may be described as follows :

Starting from a point situated at the meeting of the division line of the townships of Provost and Gamelin with the division line of Ranges G and H of the township of Provost ; thence northwesterly, following the northeastern limit of the townships of Gamelin and Gouin to the southeastern limit of Range IV of the township of Gouin, skirting lacs Saint-Servais and Saint-Grégoire to the east and lac Brazeau to the west ; thence southwesterly, following the southeastern limit of Range IV to the northeastern limit of lot 16 of Range IV ; thence northwesterly, following the northeastern limit of the said lot to the southeastern limit of Range V ; thence southwesterly, following the limit of Range V to the northeastern limit of lot 30 of Range V ; thence southeasterly ; following the eastern limit of parc du Mont-Tremblant along a straight line joining the northwestern end of lac Richard ; thence southeasterly and northeasterly ; following the southwestern and southeastern shore of lac Richard to the right bank of its effluent that flows into ruisseau Racette ; thence southwesterly then southeasterly ; following the limits of two watersheds some points of which are identified by the following U.T.M. coordinates : 5 156 500 m N ; 570 900 m E ; 5 154 150 m N ; 572 500 m E ; 5 152 950 m N, 571 600 m E ; 5 151 350 m N ; 574 150 m E ; 5 150 200 m N ; 574 550 m E ; 5 150 100 m N ; 576 550 m E ; the latter point being situated on the western shore of lac Sarrazin ; thence southeasterly, following the southwestern shore of lac Sarrazin ; the left bank of the effluent of lac Morissette, the southwestern shore of lac Morissette to its southeastern end ; thence southeasterly, following a straight line to the meeting with the western right of way of the road along lac Lavigne and the division line of the townships of Gamelin and Tracy, a point whose U.T.M.

coordinates are 5 144 250 m N ; 585 550 m E ; thence southerly, following the western limit of the right of way of the road along lac Lavigne and rivière Lavigne to the southwestern limit of lot 36 of Range VIII of the township of Cartier ; thence northwesterly, following the said limit to the southeastern limit of Range IX ; thence southwesterly, following the said limit to the eastern limit of the right of way of the road alongside rivière L'Assomption ; thence northwesterly ; following the said limit for 80,47 metres ; thence southwesterly, following a parallel line 80,47 metres from the division line of Ranges VIII and IX to a parallel line, 60,35 metres from the right bank of rivière L'Assomption ; thence southeasterly, following the limit of the "le coin Lavigne" outfitter to the halfway mark of lot 33 of Range VII of the township of Cartier ; thence southwesterly, following a straight line parallel to the division line of Ranges VII and VIII to the southwestern limit of lot 27 of Range VII ; thence northwesterly, following the southwestern limit of lot 27 of Ranges VII, VIII and IX ; thence southwesterly, following the northwestern limit of Range IX to the northeastern limit of lot 22 of Range X ; thence northwesterly, following the northeastern limit of lot 22 of Ranges X and XI ; thence southwesterly, following the northwestern limit of the township of Cartier ; thence northwesterly, following the northeastern limit of the township of Chilton ; thence southwesterly, following the northwestern limit of the township of Chilton to the division line of lots 49 and 50 of Range XI of the township of Chilton ; thence southeasterly, following the division line of lots 49 and 50 of Ranges XI, X and IX of the township of Chilton ; thence northeasterly, following the southeastern limit of Range IX to the southwestern limit of the township of Cartier ; thence southeasterly, following the said limit to the southeastern limit of Range IX of the township of Cartier ; thence northeasterly, following the said limit to the southwestern limit of lot 6 ; thence southeasterly, following the southwestern limit of lot 6 of Range VIII ; thence southwesterly, following the northwestern limit of Range VII to the southwestern limit of lot 2 ; thence southeasterly, following the southwestern limit of lot 2 of Range VII, skirting the lake met there to the east ; thence northeasterly, following the northwestern limit of Range VI to the southwestern limit of lot 5, skirting the lake met there to the south ; thence southeasterly, following the southwestern limit of lot 5 of Range VI ; thence northeasterly, following the southeastern limit of Range VI to the northeastern limit of lot 8 of Range VI ; thence, following the limit of the "Paul Rivest Club Inc." outfitter : North 10°00' west to the meeting with the northeastern limit of lot 14 of

Range VII ; thence northwesterly, following the said limit to its meeting with the southeastern limit of Range VIII ; thence northerly, to the meeting with the southwestern limit of lot 19 of Range VIII ; thence southeasterly, following the southwestern limit of lot 19 of Ranges VIII, VII, VI, V and IV to the northern limit of the right of way of the road alongside lac Deux-Montagnes ; thence easterly, following the said limit to the northwestern limit of Range III ; thence northeasterly, following the said limit to the southwestern limit of lot 24 ; thence southeasterly, following the southwestern limit of lot 24 of Range III ; thence northeasterly, following the northwestern limit of Range II to the southwestern limit of lot 33 ; thence southeasterly, following the southwestern limit of lot 33 of Range II ; thence southwesterly, following the northwestern limit of Range I to the southwestern limit of lot 32 ; thence southeasterly, following the southwestern limit of lot 32 of Range I ; thence northeasterly, following the southeastern limit of the townships of Cartier and Tracy to the southwestern limit of lot 45 of Range XI of the township of Cathcart ; thence southeasterly, following the southwestern limit of lot 45 of Ranges XI, X and IX of the township of Cathcart to the northern limit of the right of way of the road leading to lac Bourré skirting Block A of Range X to the east ; thence easterly then southerly, following the said right of way to the southeastern limit of Range IX ; thence northeasterly, following the said limit to the northeastern limit of lot 49 ; thence northwesterly, northeasterly and southeasterly, following the southwestern, northwestern and northeastern limit of lot 50 A ; thence northeasterly, following the southeastern limit of lot 50 B, thence northwesterly, following the southwestern limit of the township of Joliette to the southeastern limit of Range IV ; thence northeasterly, following the said limit to the northeastern limit of lot 2 ; thence northwesterly, following the northeastern limit of lot 2 of Range IV ; thence southwesterly, following the northwestern limit of Range IV to the northeastern limit of the township of Cathcart ; thence northwesterly, following the said limit to the southeastern limit of the township of Tracy ; thence northerly, following a straight line to a point whose U.T.M. coordinates are : 5 134 150 m N and 596 650 m E ; thence northwesterly, following the limit of the "Domaine Bazinet Inc." outfitter to a point whose U.T.M. coordinates are 5 136 950 m N and 593 700 m E ; thence northerly, following a straight line to a point whose U.T.M. coordinates are : 5 139 250 m N and 593 240 m E ; the latter point being situated on the limit of the "Barrière Fish & Game Club 1965 Inc." outfitter ; thence northwesterly then northerly following the limit of the "Barrière Fish & Game Club 1965 Inc." outfitter whose U.T.M. coordinates are : 5 140 450 m N, 591 310 m E, 5 142 350 m N, 591 000 m E, 5 144 350 m N, 591 400 m E ; thence westerly and northerly, following the south-

ern and western limit of the "Service de Pourvoyeur Trudeau Ltée" outfitter whose U.T.M. coordinates are 5 144 350 m N, 589 700 m E, 5 146 350 m N 589 700 m E, 5 147 150 m N, 590 500 m E, 5 148 400 m N, 589 100 m E, 5 150 500 m N, 589 400 m E, 5 151 150 m N, 590 700 m E ; thence northwesterly, following a straight line to the meeting with the eastern corner of lot 23 of Range B of the township of Provost ; thence northwesterly, following the northeastern limit of lot 23 of Ranges B and C ; thence northeasterly, following the southeastern limit of Range D ; thence northwesterly, following the northeastern limit of Ranges D and T to the northwestern limit of lot 31 ; thence southwesterly, following the northwestern limit of lot 31 of Range T ; thence northwesterly, following the northeastern limit of Ranges E and F to the southeastern limit of lot 37b of Range T, skirting lac Saint-Sébastien to the west ; thence northeasterly, following the said limit to the normal high water mark of lac Saint-Sébastien ; thence northwesterly, following the normal high water mark of the said lake to the northwestern limit of lot 37b of Range T ; thence southwesterly, following the said limit to the northeastern limit of Range F ; thence northwesterly, following the northeastern limit of Ranges F and G ; thence southwesterly, following the northwestern limit of Range G, skirting lac Croche to the southeast to the starting point.

**Gouvernement du Québec**  
Ministère du Loisir  
de la Chasse et de la Pêche  
Direction des services techniques

Préparé par : Service de l'acquisition d'immubles

**Z. A. C. TAUREAU - CUAREAU**  
**Z. E. C. LAVIGNE**

**ÉCHELLE: 1 / 200 000**

**DATE: 80-07-11** **PLAN N°: P-7857**

3





c. C-61, r.126

## Regulation respecting the Le Sueur Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Le Sueur Controlled Zone :

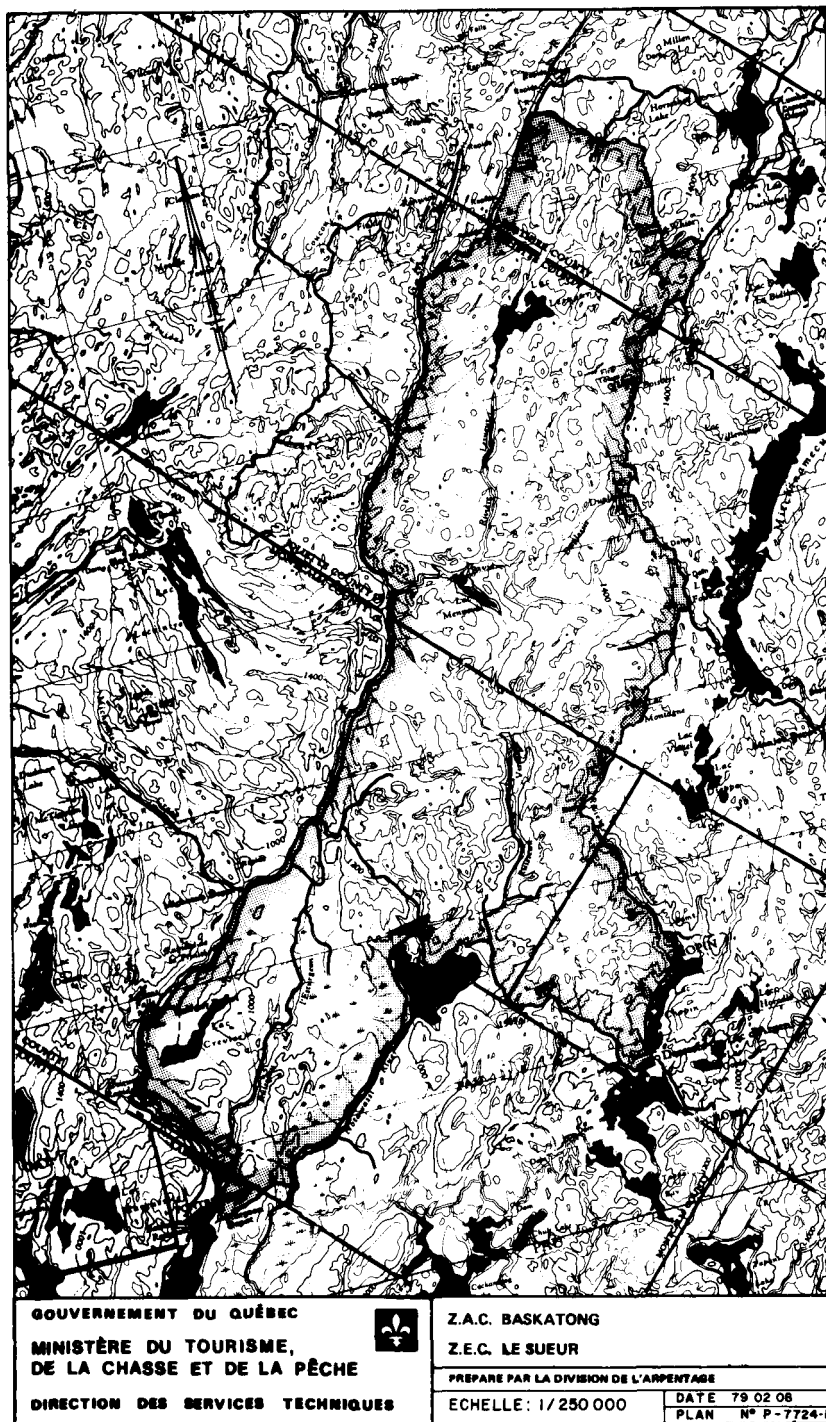
A territory situated in the county municipalities of Berthier, Joliette, Montcalm, and Labelle and comprising the townships of Fontbrune, Pau, Chopin and unorganized territories, containing seven hundred and eighty-two and ninety hundredths square kilometres (782,90 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the eastern side of the Baskatong dam on a level with the Esturgeon depot ; thence, easterly, the southern limit of the right of way of the road leading to the rivière Notawassi ; thence, in a general northeasterly direction, southeasterly, northerly and then northeasterly the northeastern, southwestern and southeastern limit of the right of way of the road alongside the following watercourses : the rivière Notawassi, lac Notawassi skirting it to the north, lac Moniuszko, lac Polonais, lac Chopin to the northwest, lac Paderewski, to the end of the said road on a level with the rivière Polonaise ; thence, northwesterly and then northeasterly, the right bank of the outlet of lac Montagne, the normal high-water mark of lac Montagne, skirting it to the east ; northerly the right bank of ruisseau Montagne, the normal high-water mark of lac Duplessis skirting it to the west to its northern end ; northeasterly, the right bank of the outlet of lac La Marlie, the normal high-water mark of the said lake skirting it to the west, the left bank of the outlet of lac Tonus, the normal high water-mark of lac Tonus and lac Boisvert skirting them to the east, to the meeting with the southeastern limit of the right of way of the road leading to lac Gabriel ; northeasterly, the southeastern limit of the right of way of the said road to the intersection with the road between lac Pot and lac Fair ; thence, in a general northwesterly direction, the northeastern limit of the right of way of the said road to its meeting with the left bank of the rivière Bazin ; southwesterly, the left bank of rivière Bazin and its extension to its meeting with the right bank of rivière Gatineau ; southwesterly, and then southerly, the right bank of rivière Gatineau to its meeting with the bridge over rivière Gatineau near rapides Ceizur ;

southeasterly, the bridge, and then the left bank of rivière Gatineau to the point of commencement.

The following territories under lease for tourist and commercial purposes are not part of the said controlled zone : Notawassi Club, Domaine Wapiti, Les Sept Patriotes Inc. (fish and game club), le Club du Fer à Cheval Inc.

**SCHEDULE A**  
(s. 1)





c. C-61, r.127

## Regulation respecting the Louise-Gosford Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Louise-Gosford Controlled Zone :

A territory situated in the county municipality of Frontenac, townships of Woburn, Ditchfield and Louise, containing one hundred and sixty-eight square kilometres (168 km<sup>2</sup>) and whose perimeter may be described as follows :

First perimeter : Commencing at a point situated at the intersection of the Canada-United States border and the separating line of lots 25 and 26 of Range VIII of Ditchfield township ; thence, southeasterly, southerly and northwesterly, the Canada-United States border to the separating line of lots 25 and 26 of Range II of Louise township ; northerly, the separating line of lots 25 and 26 of Range II to the separating line of Ranges I and II ; easterly, the separating line of Ranges I and II to the separating line of lots 33 and 34 of Range I ; northerly, the separating line of lots 33 and 34 of Range I to the separating line of the townships of Ditchfield and Louise ; westerly, the separating line of the townships of Ditchfield and Louise to the separating line of Ranges IV and V of Ditchfield township ; northerly, the separating line of Ranges IV and V to the separating line of lots 45 and 46 of Range V ; easterly, the separating line of lots 45 and 46 of Range V to the separating line of Ranges V and VI ; northerly, the separating line of Ranges V and VI to the separating line of lots 43 and 44 of Range V ; westerly, the separating line of lots 43 and 44 of Range V to the eastern shore of lac aux Araignés ; northerly, the eastern shore of lac aux Araignés to the separating line of lots 42 and 43 of Range V ; easterly, the separating line of lots 42 and 43 of Range V, the separating line of lots 42 and 43 of Range VI to the separating line of Ranges VI and VII ; northerly, the separating line of Ranges VI and VII to the separating line of lots 38 and 39 of Range VI ; westerly, the separating line of lots 38 and 39 of Range VI to the separating line of Ranges V and VI ; northerly, the separating line of Ranges V and VI to the separating line of lots 36 and 37 of Range V ; westerly, the separating line of lots 36 and 37 of Range V to the line of Ranges IV and V ; northerly, the separating line of Ranges IV and V to the separating line of lots 35

and 36 of Range IV ; westerly, the separating line of lots 35 and 36 of Range IV to the separating line of Ranges III and IV ; northerly, the separating line of Ranges III and IV to the separating line of lots 32 and 33 of Range IV ; easterly, the separating line of lots 32 and 33 of Range IV, the separating line of lots 32 and 33 of Range V to the separating line of Ranges V and VI ; northerly, the separating line of Ranges V to VI to the separating line of lots 29 and 30 of Range V ; westerly, the separating line of lots 29 and 30 of Range V to the separating line of Ranges IV and V ; southerly, the separating line of Ranges IV and V to the separating line of lots 31 and 32 of Range IV ; westerly, the separating line of lots 31 and 32 of Range IV to the separating line of Ranges III and IV ; southerly, the separating line of Ranges III and IV to the separating line of lots 32 and 33 of Range III ; westerly, the separating line of lots 32 and 33 of Range III to the separating line of Ranges II and III ; northerly, the separating line of Ranges II and III to the separating line of lots 27 and 28 of Range III ; easterly, the separating line of lots 27 and 28 of Range III to the separating line of Ranges III and IV ; northerly, the separating line of Ranges III and IV to the separating line of lots 25 and 26 of Range IV ; easterly, the separating line of lots 25 and 26 of Range IV to the separating line of Ranges IV and V ; southerly, the separating line of Ranges IV and V to the separating line of lots 26 and 27 of Range V ; easterly, the separating line of lots 26 and 27 of Range V to the separating line of Ranges V and VI ; northerly, the separating line of Ranges V and VI to the separating line of lots 25 and 26 of Range VI ; easterly, the separating line of lots 25 and 26 of Range VI to the separating line of Ranges VI and VII ; southerly, the separating line of Ranges VI and VII to the separating line of lots 27 and 28 of Range VII ; easterly, the separating line of lots 27 and 28 of Range VII to the separating line of Ranges VII and VIII ; northerly, the separating line of Ranges VII and VIII to the separating line of lots 25 and 26 of Range VIII ; easterly, the separating line of lots 25 and 26 of Range VIII to the point of commencement. Area : ninety-eight square kilometres (98 km<sup>2</sup>).

Second perimeter : Commencing at a point situated at the intersection of the separating line of lots 10 and 11 of Range IX of Woburn Township and the Canada-United States border ; thence, southerly and westerly, the Canada-United States border to the western limit of block B of Woburn township ; northerly, the eastern limit of block B to the northern limit of block B ; westerly, the northern limit of block B to rivière Arnold ; northwesterly and northerly, the western bank of rivière Arnold to the separating line of lots 29 and 30 of Range VI ; easterly, the

separating line of lots 29 and 30 of Range VI to the separating line of lots 28 and 29 of Range VI ; northerly, the separating line of lots 28 and 29 of Range VI to the western bank of rivière Arnold ; easterly, the western bank of rivière Arnold to the separating line of lots 25 and 26 of Range VII ; southerly, the separating line of lots 25 and 26 of Range VII to the separating line of lots 24 and 25 on the one hand and lot 30 of Range VII on the other hand ; easterly, the said separating line of lots 24 and 25 on the one hand and lot 30 of Range VII on the other hand to the separating line of Ranges VII and VIII ; northerly, the separating line of Ranges VII and VIII to the separating line of lots 20 and 21 of Range VIII ; easterly, the separating line of lots 20 and 21 of Range VIII to the separating line of Ranges VIII and IX ; northerly, the separating line of Ranges VIII and IX to the separating line of lots 10 and 11 of Range IX ; easterly, the separating line of lots 10 and 11 of Range IX to the point of commencement. Area : Seventy square kilometres (70 km<sup>2</sup>) .





c. C-61, r.128

## Regulation respecting the Maganasipi Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Maganasipi Controlled Zone :

A territory situated in the municipality of Témiscamingue and comprising the townships of Campeau, Le Caron, Allouez, Mortagne, Goupil, Eddy, Edwards, Boisclair, containing one thousand and twelve square kilometres (1 012 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated at the intersection of the northern bank of rivière des Outaouais and the road lying east of the mouth of rivière Maganasipi at the level of Deux-Rivières ; thence, in a general northwesterly direction, the eastern limit of the right of way of the said road skirting successively lac Hall and lac Rosemond to the west, lac Moffat and lac La Vernède to the east to the meeting with the separating line of the townships of Mortagne and Eddy ; thence, southeasterly, the separating line of the said townships to the meeting with the western limit of the road allowance originating from "Deux-Rivières", thence, in a general northerly, northeasterly and then northwesterly direction, the western limit of the road allowance passing west of lac Beaubel, north of lac Egriseilles and lac De Chaulnes, west of lac Domergue and south of lac du Bois Franc to the meeting with the southeastern shore of lac du Pouce ; thence, westerly, a straight line to the meeting, with the southeastern end of the shore of lac Caugnawana ; thence, in a general westerly direction, the southern shore of lac Caugnawana to the meeting with the portage at lac Maganasipi ; westerly, the said portage to the eastern shore of lac Maganasipi ; thence, in a general southwesterly, northwesterly and then northeasterly direction, the shore of lac Maganasipi to the meeting with the portage between lac Bleu and lac Maganasipi ; northeasterly, the said portage to the meeting with the separating line of the townships of Sébille and Allouez ; westerly, the separating line of the said townships to the meeting with the western limit of the road allowance passing east of lac Spearman ; southerly, the western limit of the said road allowance to the meeting with the northern limit of the road allowance passing west of lac Wolf ; thence, southerly, the northern and western

limit of the road allowance to the meeting with the road leading to lac Memewin ; thence, westerly, the northern limit of the road leading to lac Memewin up to lac Memewin ; thence, in a general southwesterly direction, the northeastern and southeastern shore of the said lake to the meeting with the northern limit of the road allowance passing south of lac Arènes ; thence, westerly and then southerly, the northern and western limit of the road allowance of the said road to Snake Creek ; thence, northerly, the eastern limit of the road allowance alongside the railway to the meeting with the left bank of the outlet of lac Bangs ; thence, northwesterly, the left bank of the said outlet, the eastern, northern and western shores of lac Bangs, the left bank of the outlet and the northern shore of the small lake lying west of lac Bangs to its southern end ; thence, southerly, to the northern bank of rivière des Outaouais ; thence, in a general southeasterly direction, the northern bank of rivière des Outaouais to the point of commencement.

O.C. 1323-79, (1979) 111 G.O., 3477

O.C. 1323-79, (1979) 111 G.O., 3477



c. C-61, r.129

## Regulation respecting the Maison de Pierre Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Maison de Pierre Controlled Zone :

A territory situated in the county municipalities of Joliette and Montcalm, townships of D'Aillon, Lenoir, Franchère, French, Brunet, Castelnau et Mousseau, containing eight hundred and nine square kilometres (809 km<sup>2</sup>), whose perimeter is described as follows :

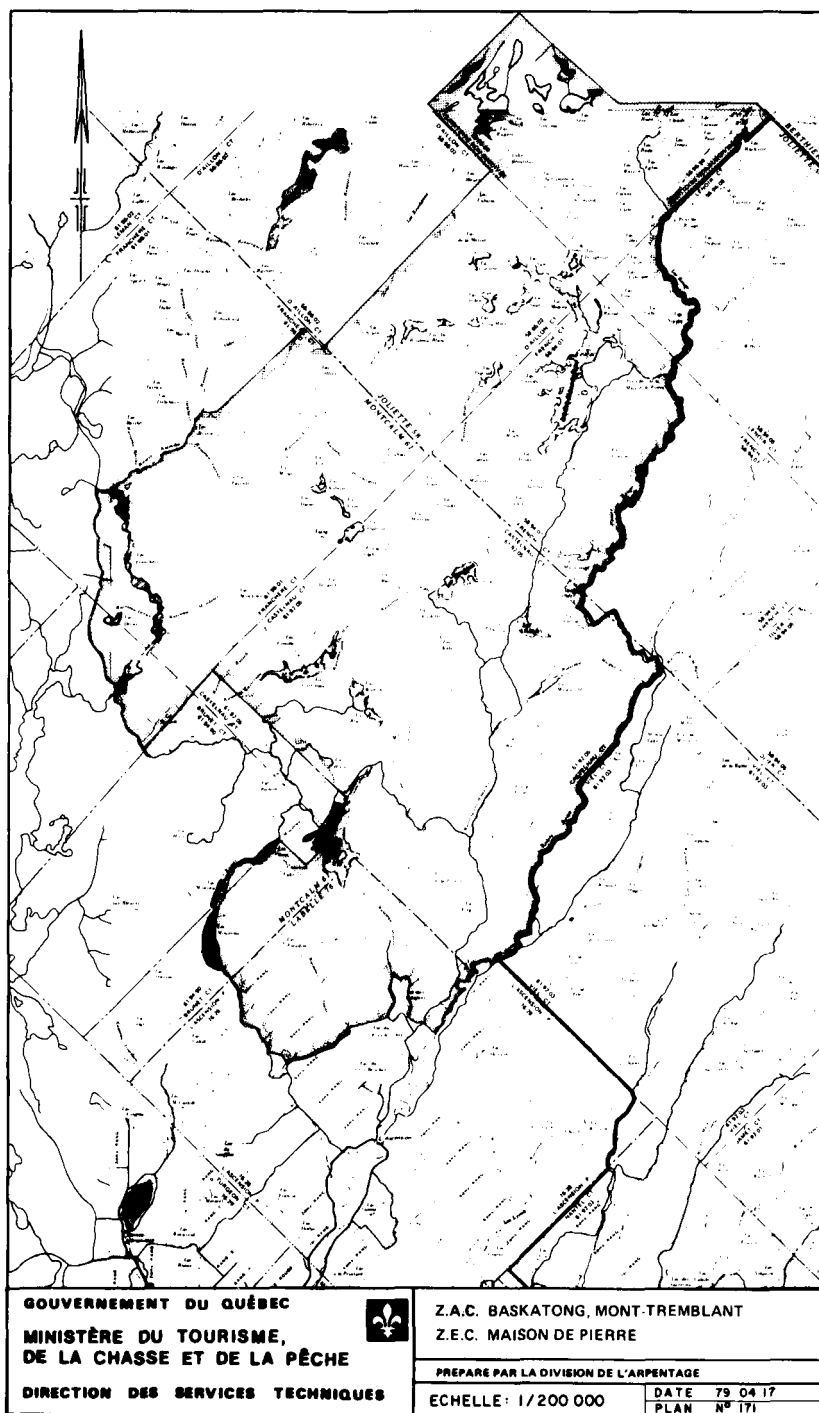
Commencing at a point situated in the township of Mousseau, Range III on the line separating lots 46 and 47 at the intersection with the normal high-water mark on the right bank of rivière Rouge ; thence, in a general northwesterly direction following the said normal high-water mark on the right bank of rivière Rouge to the intersection with the extension of the line separating the townships of Lynch and Viel (limit of parc du Mont Tremblant) ; thence northwesterly, the extension of the line separating the townships of Lynch and Viel, a distance of sixty metres (60 m) ; thence, in general northeasterly and northwesterly directions a line parallel to and sixty metres (60 m) distant to the west from the normal high-water mark on the right bank of rivière Rouge to the outlet of the small lac Maison-de-Pierre ; thence northwesterly, the right bank of the outlet of lac Maison-de-Pierre to the bridge ; thence, in a general northerly direction, a line parallel to and sixty metres (60 m) distant to the west from the road alongside rivière Rouge, lac Rouge and the small lac Rouge to the intersection with the northwestern limit of the township of Lenoir ; thence northeasterly, the northwestern limit of the township of Lenoir to the intersection with the line separating the townships of Lenoir and Dupont skirting to the north lac Hachette ; thence northwesterly, the extension of the line separating the townships of Lenoir and Dupont to a point whose U.T.M. coordinates are 5 205 350 m N and 531 620 m E ; thence westerly, a distance of six and ninety-four hundredths kilometres (6,94 km) to a point whose U.T.M. coordinates are 5 205 305 m N and 524 680 m E ; thence northwesterly, a distance of six and ninety-eight hundredths kilometres (6,98 km) to a point whose U.T.M. coordinates are 5 209 893 m N and 519 423 m E ; thence, southwesterly, a distance of six and nineteen hundredths

kilometres (6,19 km) to a point whose U.T.M. coordinates are 5 205 530 m N and 515 030 m E ; thence southeasterly, a distance of four and ninety-seven hundredths kilometres (4,97 km) to a point whose U.T.M. coordinates are 5 202 025 m N and 518 552 m E ; thence southwesterly, a distance of eleven and seventy-one hundredths kilometres (11,71 km) to a point whose coordinates are 5 193 635 m N and 510 385 m E ; thence northwesterly, a distance of one and thirty-five hundredths kilometres (1,35 km) to a point whose U.T.M. coordinates are 5 194 620 m N and 509 460 m E ; thence southwesterly, a distance of five and sixty-two hundredths kilometres (5,62 km) to a point whose U.T.M. coordinates are 5 190 320 m N and 505 835 m E ; thence westerly, to the intersection with the normal high-water on the west bank of ruisseau Alder ; thence, in a general southwesterly direction, the normal high-water mark on the right bank of ruisseau Alder, lac Nestor, rivière Kiamika and on the left bank of the outlet of lac Préféré to the intersection with the limit of the western right of way of the lac Baker road ; thence, in general southerly and southeasterly directions, the western limit of the right of way to the intersection with the central line of the township of Brunet ; thence northeasterly, the central line of the township of Brunet and the line separating the townships of Franchère and Castelnau to a point situated one thousand six hundred and nine metres (1 609 m) from the line separating the townships of Castelnau and Brunet ; thence southeasterly, a line parallel to and one thousand six hundred and nine metres (1 609 m) distant from the intersection with the normal high-water mark of the western shore of lac Currières ; thence, in a general southeasterly direction, the normal high-water mark to the intersection with the northwestern limit of Range IX ; thence southwesterly, the northwestern limit of Range IX to the intersection with the line separating lots 52-53 of Range IX ; thence northwesterly, the line separating lots 52-53 of Range IX to the intersection with the western limit of the right of way of the lac Pernon road ; thence, in a general southwesterly direction, the western limit of the road to the intersection with the outlet of lac Vavan ; thence, in general southwesterly, southerly and southerly and southeasterly directions, the normal high-water mark on the right bank of the tributary of lac Moireau, of lac Mousseau and of the outlet of lac Mousseau to the intersection with the western limit of the right of way of the lac Mousseau road ; thence southeasterly, the western limit of the right of way of the lac Mousseau road to the intersection with the lac aux Poissons road ; thence northeasterly, the northwestern limit of the lac aux Poissons to the intersection with a line parallel to and one



hundred metres (100 m) distant from the northern bank of the tributary of lac aux Poissons ; thence, in a general southeasterly direction, a line parallel to and one hundred metres (100 m) distant from the northern bank of the tributary of lac aux Poissons, of the northern and eastern shore of lac aux Poissons to the embankment of the lac aux Poissons ; thence southeasterly, the northeastern bank of the outlet of lac aux Poissons to the line separating Ranges III-IV ; thence southwesterly, the line separating Ranges III-IV to the intersection with the line separating lots 46-47 of Range III, thence southeasterly, the line separating lots 46-47 of Range III to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 1498-79, (1979) 111 G.O., 4253



c. C-61, r.130

## Regulation respecting the Manicouagan Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory, whose plan appears in Schedule A hereto, and described in this section constitutes the Manicouagan Controlled Zone :

**Sector 1 :** A territory situated in the county municipality of Saguenay, in the township of Morency, with an area of 63,22 km<sup>2</sup> and whose perimeter is described as follows :

Starting from a point situated at the intersection of the bench-mark 111,25 metres on the west bank of the Manic 2 storage basin and the southern limit of the township of Morency ; thence westerly, following the southern limit of the said township to the eastern limit of the right-of-way of Highway 389 ; thence northerly, southwesterly, northerly, southwesterly then northerly following the eastern, northwestern, eastern, northwestern and eastern limit of said right-of-way to a point whose U.T.M. coordinates are 5 480 000 m N and 532 850 m E ; thence easterly, following a straight line to the bench-mark 111,25 metres on the western bank of the Manic 2 storage basin, a point whose U.T.M. coordinates are 5 480 000 m N and 541 200 m E ; thence, southerly following said bench-mark to a point whose U.T.M. coordinates are 5 475 450 m N and 541 650 m E ; thence westerly, following a straight line to a point whose U.T.M. coordinates are 5 475 450 m N and 539 000 m E, thence southerly, following a straight line to a point whose U.T.M. coordinates are 5 472 000 m N and 539 000 m E ; thence easterly, following a straight line to a point whose U.T.M. coordinates are 5 472 000 m N and 540 000 m E ; thence southerly, in a straight line to a point whose U.T.M. coordinates are 5 470 250 m N and 540 000 m E ; thence easterly, following a straight line to the bench-mark, 111,25 metres on the west bank of the Manic 2 storage basin whose U.T.M. coordinates are 5 470 250 m N and 543 280 m E ; thence southerly, following the said bench-mark to the starting point.

**Sector 2 :** A territory situated in the county municipality of Saguenay, in the township of Morency, with an area of 15,37 km<sup>2</sup> and whose perimeter is described as follows :

Starting from a point situated on the bench-mark 111,25 metres on the west bank of Manic 2 storage basin whose U.T.M. coordinates are 5 470 250 m N and 543 280 m E ; thence westerly, following a straight line to a point whose U.T.M. coordinates are 5 470 250 m N and 540 000 m E ; thence northerly, following a straight line to a point whose U.T.M. coordinates are 5 472 000 m N and 540 000 m E ; thence westerly, following a straight line to a point whose U.T.M. coordinates are 5 472 000 m N and 539 000 m E ; thence northerly, following a straight line whose U.T.M. coordinates are 5 475 450 m N and 539 000 m E ; thence easterly, following a straight line to a point situated on the bench-mark 111,25 metres on the west bank of the Manic 2 storage basin, a point whose U.T.M. coordinates are 5 475 450 m N and 541 650 m E ; thence southerly, following the said bench-mark to the starting point.

Total area : 78,59 km<sup>2</sup>.

### DIVISION II REGULATION

**2.** In this Regulation, unless the context indicates otherwise, the following terms mean :

“principal holder’s card” : a card, issued by an association certified by the Minister of Recreation, Fish and Game, to any resident or non-resident that applies therefor ;

“dependant’s card” : a card, issued free of charge to any person who proves his relationship of dependency with the holder of a principal holder’s card, as spouse or as a child under 18 years of age ;

“season card” : a card issued to any person who applies therefor allowing him to pay a set rate for travel purposes.

**3.** For the purposes of hunting and fishing in the Manicouagan Controlled Zone, a fisherman or a hunter must hold a principal holder’s card or a dependant’s card.

**4.** The cost of a principal holder’s card is :

(a) 25 \$ for a resident ;

(b) no less than 35 \$ and no more than 50 \$ for a non-resident.

**5.** The holder of a principal holder’s card issued by a certified association, other than that managing the Manicouagan Controlled Zone, must pay 5 \$ per day at the reception station to enter the Manicouagan Controlled Zone.

**6.** A person who, for recreational purposes, uses the road system maintained by the association certified for the Manicouagan Controlled Zone must, where required, pay 5 \$ per stay or present a season card, of no more than 50 \$ per year, issued by the Manicouagan Controlled Zone.

**7.** A person who visits the Manicouagan Controlled Zone must, where required, register at a reception station, where one exists, at the point of entry and exit.

**8.** A person who, for recreational purposes, uses the road system between 23 h and 6 h must pay an additional sum not exceeding 5 \$ per vehicle.

**9.** In Sector 2, the carrying, the transport or the possession of fishing tackle is prohibited.

**10.** In Sector 2, the carrying, the transport or the possession of the following hunting gear is prohibited :

- (a) rim-fire rifles and cartridges ;
- (b) shot-guns and shells that contain shot smaller than 4,6 millimetres or 0,18 inches in diameter ;
- (c) muzzle-loading shotguns or rifles and shot less than 4,6 millimetres or 0,18 inches in diameter ;
- (d) bows and cross-bows.

**11.** The use of snares for the hunting of hare is prohibited.

**12.** The use of traps for the hunting of black bear is prohibited.

**13.** Despite paragraph *d* of section 10, the hunting of moose with bows or cross-bows is permitted for a period of 6 days beginning 19 September.

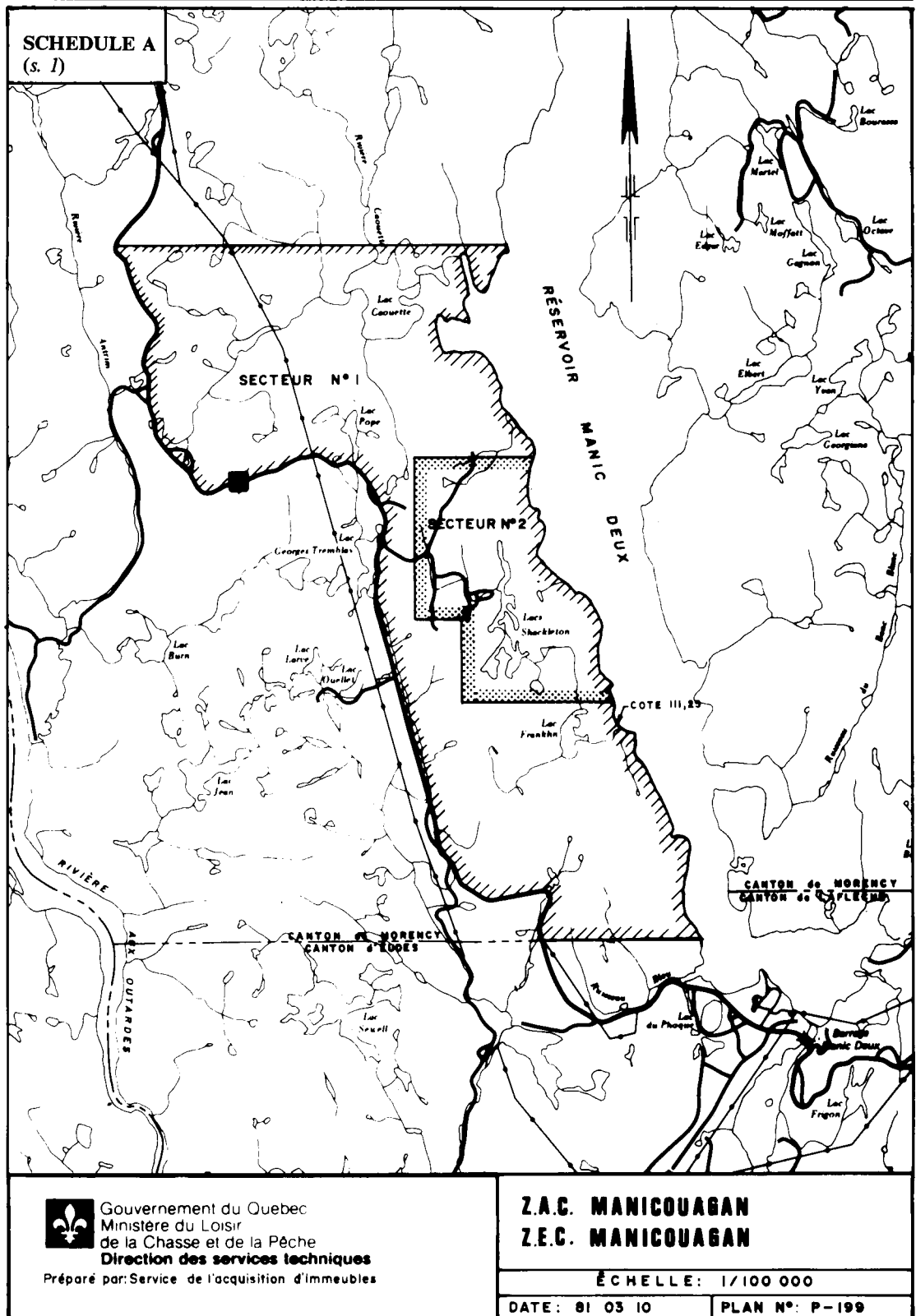
**14.** The hunting of moose is permitted for a period of 5 days beginning 26 September.

**15.** The hunting of small game is permitted in Sector 1 during the period from 15 September to 15 November only.

**16.** The hunting of black bear is permitted during the period from 22 May to 24 May only.

**17.** This Regulation does not apply to hunting or fishing in territories under lease to an outfitter nor on private lands which are included in the Manicouagan Controlled Zone.

**18.** The owners of buildings situated in the Manicouagan Controlled Zone must have a principal holder's card or a dependant's card issued by the association certified by the Manicouagan Controlled Zone.





c. C-61, r.131

## Regulation respecting the Mars-Moulin Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Mars-Moulin Controlled Zone :

A territory situated in the county municipality of Chicoutimi, in the townships of Lapointe, Lartigue, Laterrière, Cimon, Ferland, Dubuc, covering four hundred and fifty-nine square kilometres (459 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting at a point situated on the division line of the townships of Laterrière and Lartigue to the meeting with the right bank of the ruisseau Bras de Jacob Ouest ; thence southeasterly following the line of division of the said townships to a meridional line whose origin is situated at the northwest corner of bloc B of the township of Lapointe ; thence southerly following the said meridional line for a distance of 2,494 m ; thence easterly 402,34 metres ; thence southerly 603,50 metres ; thence westerly to the said meridional line ; thence southerly following the said meridional line for a distance of 603,50 metres ; thence easterly 502,92 metres ; thence southerly 965,61 metres and westerly to the above mentioned meridional line ; thence southerly following the meridional line to its point of origin ; thence southeasterly, following the western limit of bloc B ; thence northeasterly and easterly following the southern limit of the said bloc to a line parallel and 201,17 metres east of the right bank of the rivière du Moulin ; thence in a general southerly direction following a parallel line 201,17 metres east of the right bank of the rivière du Moulin to the southern limit of the township of Dubuc ; thence easterly following the said southern limit of the said township to the meeting with the right bank of the rivière à Mars ; thence in a general northerly direction following the right bank of the rivière à Mars to the meeting with the southeastern limit of the right of way of the road leading to lac Croche ; thence northeasterly then southeasterly following the said limit of the right of way of the road to the meeting point with the eastern limit of the right of way of the road leading to the Petit Lac Pacifique near the ruisseau du Coco ; then northerly to the meeting with the right bank of the ruisseau du Coco ; thence northeasterly then northwesterly following the right bank of the ruisseau du Coco and the right bank of the rivière à

Mars to the meeting point with the northeastern limit of the township of Cimon ; thence northwesterly following the division line of the townships of Cimon and Bagot up to the meeting with the northwestern limit of the right of way of the route known as rang Saint-Pierre ; thence southwesterly following the said limit of the right of way of the route to the meeting with the left bank of the ruisseau de la Grosse Décharge ; thence in a general westerly direction following the left bank of the ruisseau de la Grosse Décharge to the meeting with the effluent of lac de la Grosse Décharge ; thence northwesterly following a straight line to the meeting point of the effluent of lac des Pères with the right bank of the rivière du Moulin ; thence westerly following the right bank of the rivière du Moulin to a point whose U.T.M. coordinates are 5 349 900 m N, 342 100 m E ; thence southerly following a straight line to the meeting with the southwestern limit of the right of way of the road along the rivière du Moulin ; thence southeasterly following the southwestern limit of the right of way of the said road to the meeting with the left bank of the effluent of lac Arthur ; northwesterly following the left bank of the effluent ; southerly following the west shore of lac Arthur to its southwestern end ; thence southwesterly following a straight line to the meeting point of the effluent of lac Desgagné and ruisseau Bras de Jacob ; thence northwesterly following the right bank of the ruisseau Bras de Jacob ; southwesterly following the right bank of the ruisseau Bras de Jacob Ouest to the starting point.

[illegible]



c. C-61, r.132

## Regulation respecting the Martin-Valin Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Martin-Valin Controlled Zone :

A territory situated in the county municipality of Dubuc, townships of Saint-Germain, Harvey, Chardon, Silvy, Garreau and Le Mercier, containing nine hundred and forty-four square kilometres (944 km<sup>2</sup>) and whose perimeter is described as follows :

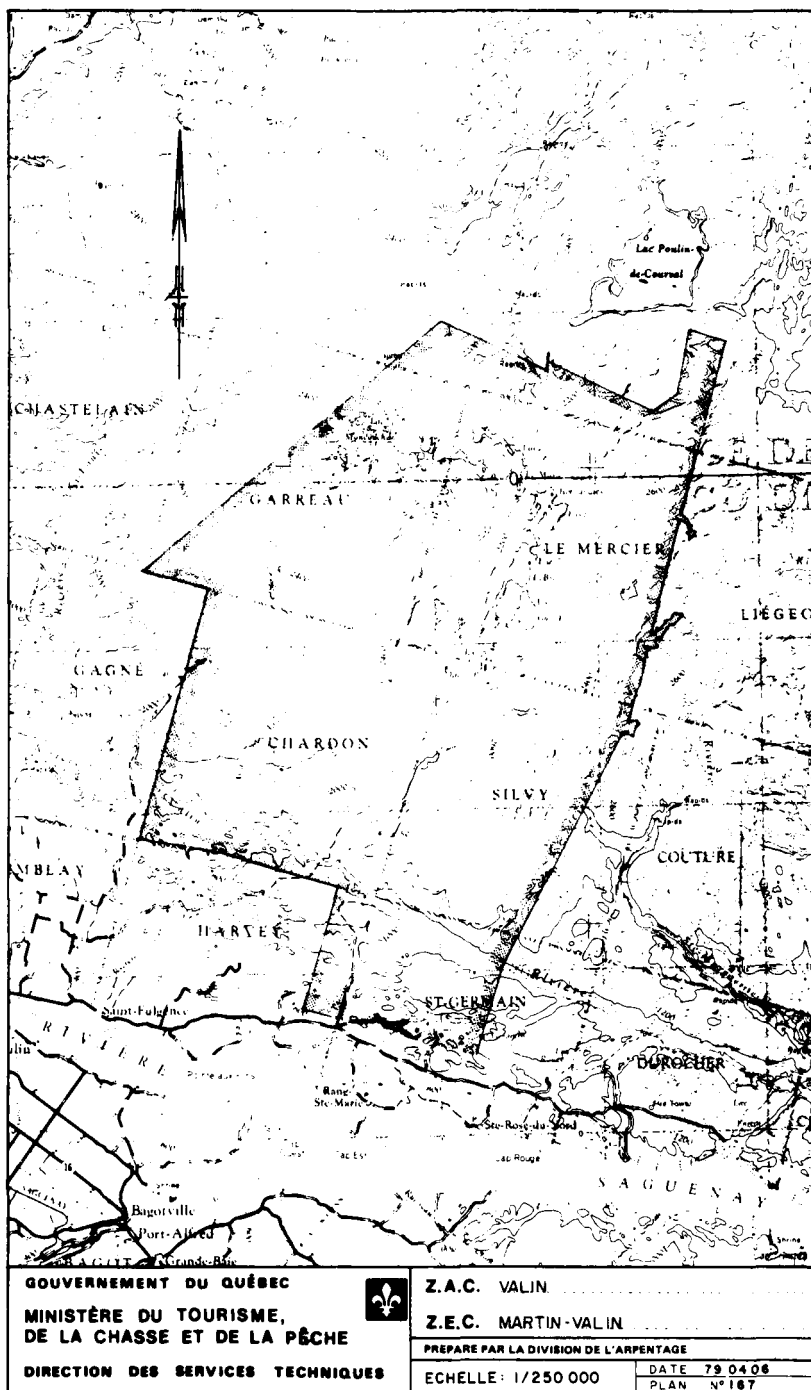
Commencing at a point situated at the intersection of the separating line of ranges II and III of the township of Saint-Germain with the separating line of lots 32 and 33 of range II ; thence northwesterly, the separating line of ranges II and III of the township of Saint-Germain and its extension in the township of Harvey to the intersection with the separating line of lots 65 and 66 of range III of the township of Harvey ; thence northeasterly, the separating line of lots 65 and 66 of ranges III, IV, V and VI of the township of Harvey ; thence northwesterly, the separating line of the townships of Harvey and Chardon skirting to the south the lakes met there ; northeasterly, the separating line of the townships of Gagné and Chardon skirting to the west the lakes met there ; northwesterly, the separating line of the townships of Gagné and Garreau skirting to the south the lake met there to the intersection with the central line of a power line, U.T.M. coordinates 5 378 450 m N and 361 650 m E ; thence northeasterly, the central line of the power line skirting to the west the lakes met there to a point whose coordinates are 5 409 620 m N and 380 240 m E ; thence southeasterly, a distance of seven and thirty-nine hundredths kilometres (7,39 km) to the intersection with the normal high-water mark on the southern shore of the lake ; thence, the normal high-water mark, skirting to the north the lake, to a point whose coordinates are 5 406 970 m N and 387 140 m E ; thence southeasterly, a distance of seven and twenty-six hundredths kilometres (7,26 km), skirting to the northern shore the lakes met there to a point whose coordinates are : 5 403 850 m N and 393 700 m E ; thence northeasterly, a distance of one and ninety-three hundredths kilometres (1,93 km) to a point whose coordinates are : 5 405 200 m N and 395 080 m E ; thence northerly, a distance of three and seventy-two hundredths kilometres

(3,72 km) to a point whose coordinates are : 5 408 850 m N and 395 770 m E ; thence southeasterly, a distance of two and fifty-two hundredths kilometres (2,52 km) skirting to the northern shore the lake met there to a point whose coordinates are : 5 408 170 m N and 398 200 m E ; thence southwesterly, a distance of seven and nineteen hundredths kilometres (7,19 km), skirting the eastern shores of the lakes met there to a point whose coordinates are : 5 401 400 m N and 395 350 m E ; thence southwesterly, a distance of fifteen and seventy-eight hundredths kilometres (15,78 km) to a point whose coordinates are : 5 385 920 m N and 392 200 m E, such point being situated at the intersection of the separating line of the townships of Silvy and Saint-Germain with the extension of the separating line of lots 33 and 34 of range III ; thence, the extension of the separating line of lots 33 and 34 of range III, the separating line of lots 33 and 34 of range III to the point of commencement.

Less and to withdraw the territory of the Club de pêche aux saumons rivière Sainte-Marguerite.



**SCHEDULE A**  
(s. 1)





c. C-61, r.133

## Regulation respecting the Matimec Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

### DIVISION I ESTABLISHMENT AND TERRITORIAL DESCRIPTION

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Matimec Controlled Zone :

A territory situated in the county municipality of Saguenay, in the townships of Arnaud, Fléché, Pasteur, Abbadie, Beauvais, and in unorganized territories, covering one thousand eight hundred and fifty-four square kilometres (1 854 km<sup>2</sup>) and whose perimeter may be described as follows :

Starting from the northeastern corner of the township of Beauvais ; thence, southerly, the eastern limit of the said township and the line dividing the townships of Letellier and Arnaud to a point situated sixty and thirty-five hundredths metres (60,35 m) north of the northern limit of the right of way of the old road from Clark-City to Sept-Îles ; thence in a general south-westerly direction, following a line parallel to and sixty and thirty-five hundredths metres (60,35 m) north of the northern limit of the right of way of the old road from Clark-City to Sept-Îles to a point situated two hundred and one and seventeen hundredths metres (201,17 m) north of the right of way of highway 138 ; thence, in a general southwesterly direction, following a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) from the northern limit of the right of way of highway 138 to the northern limit of block 44 of the township of Arnaud ; thence, southwesterly, northwesterly and southeasterly following the northwestern, northeastern and southwestern limits of block 44 of the township of Arnaud to the intersection with a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) from the western limit of the right of way of highway 138 ; thence, following a line parallel to and two hundred and one and seventeen hundredths metres (201,17 m) from the northern limit of the right of way of highway 138 to a point situated sixty and thirty-five hundredths metres (60,35 m) from the west bank or rivière Sainte-Marguerite ; thence, in a general northerly direction, following a line parallel to and sixty

and thirty-five hundredths metres (60,35 m) from the west bank of rivière Sainte-Marguerite to its intersection with the northern limit of the township of Leneuf ; thence, westerly, following the said northern limit of the township of Leneuf to the meeting with the western limit of the right of way of the road leading to lac des Îles, whose U.T.M. coordinates are 5 564 050 m N, 662 000 m E ; thence, in a general northwesterly direction, following the limit of two drainage basins, the limit whose apexes are identified by the following U.T.M. coordinates : 5 565 400 m N, 660 000 m E ; 5 566 700 m N, 656 000 m E ; 5 569 000 m N, 654 000 m E ; 5 580 000 m N, 654 400 m E ; 5 596 050 m N, 653 080 m E ; from this last point, in a general northwesterly direction, a broken line passing west of lac Attacoupé and lac Catista and whose apexes are identified by the following U.T.M. coordinates : 5 599 300 m N, 653 200 m E ; 5 604 100 m N, 652 400 m E ; 5 608 000 m N, 651 200 m E ; 5 610 000 m N, 652 500 m E ; 5 616 200 m N, 649 200 m E ; 5 621 050 m N, 647 050 m E ; thence, northwesterly, the limit of two drainage basins whose apexes are identified by the following U.T.M. coordinates : 5 623 800 m N, 644 200 m E ; 5 625 500 m N, 640 400 m E ; 5 630 000 m N, 641 000 m E ; 5 635 500 m N, 635 000 m E ; 5 646 100 m N, 640 000 m E ; 5 646 000 m N, 643 000 m E ; 5 644 000 m N, 645 600 m E ; 5 641 200 m N, 645 700 m E ; 5 642 600 m N, 649 400 m E ; this last point being the meeting point of the left shore of the outlet of lac Cacaoui with the right bank of rivière Sainte-Marguerite ; thence, northeasterly, the extension of the left shore of the outlet of lac Cacaoui to the meeting with the left bank of rivière Sainte-Marguerite ; southeasterly, the left bank of rivière Sainte-Marguerite to a point whose U.T.M. coordinates are : 5 640 200 m N, 654 800 m E ; thence, in a general southeasterly direction, following the limit of two drainage basins whose apexes are identified by the following U.T.M. coordinates : 5 641 400 m N, 657 200 m E ; 5 636 400 m N, 661 100 m E ; 5 629 500 m N, 662 400 m E ; 5 629 000 m N, 666 800 m E ; 5 623 400 m N, 667 800 m E ; 5 625 600 m N, 669 600 m E ; 5 618 000 m N, 674 600 m E ; 5 612 000 m N, 671 000 m E ; 5 606 600 m N, 672 200 m E ; 5 601 050 m N, 671 050 m E ; thence, easterly, a straight line to the meeting point of the extension to the north of the line dividing the townships of Letellier and Beauvais, a point whose U.T.M. coordinates are 5 601 050 m N, 680 000 m E ; thence, southerly, the said extension of the line dividing the townships to the starting point.

## DIVISION II REGULATION

**2. Definitions :** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “principal holder’s card” : a card issued by an association certified by the Minister of Recreation, Fish and Game for a fee of 15 \$ to any resident applying therefor or 25 \$ to any non-resident applying therefor ;

(b) “dependent’s card” : a card issued free of charge to any person who proves his relationship of dependency with the holder of a principal holder’s card, as a spouse or as a child of less than 18 years old ;

(c) “season card” : a card issued to any person who applies therefor allowing him to pay a set rate for travel purposes.

**3.** For the purposes of hunting and fishing in the Matimec Controlled Zone, a fisherman or a hunter must hold a principal holder’s card or a dependent’s card.

**4.** The holder of a principal holder’s card issued by a certified association other than that managing the said controlled zone must pay at the reception station a contribution not exceeding 3 \$ each time he enters the controlled zone.

**5.** A person who, for recreational purposes, uses the road system maintained by the association certified for the Matimec Controlled Zone must, when required, pay a contribution for maintenance of the roads. The contribution may consist of payment of no more than 5 \$ per passage or a season card costing no more than 50 \$ per annum.

**6.** A person who visits the Matimec Controlled Zone must, when required, register at a reception station, if one exists, at the point of entry and exit.

A person who, for recreational purposes, uses the road system between 23 h and 6 h must pay an additional contribution not exceeding 3 \$ per vehicle.

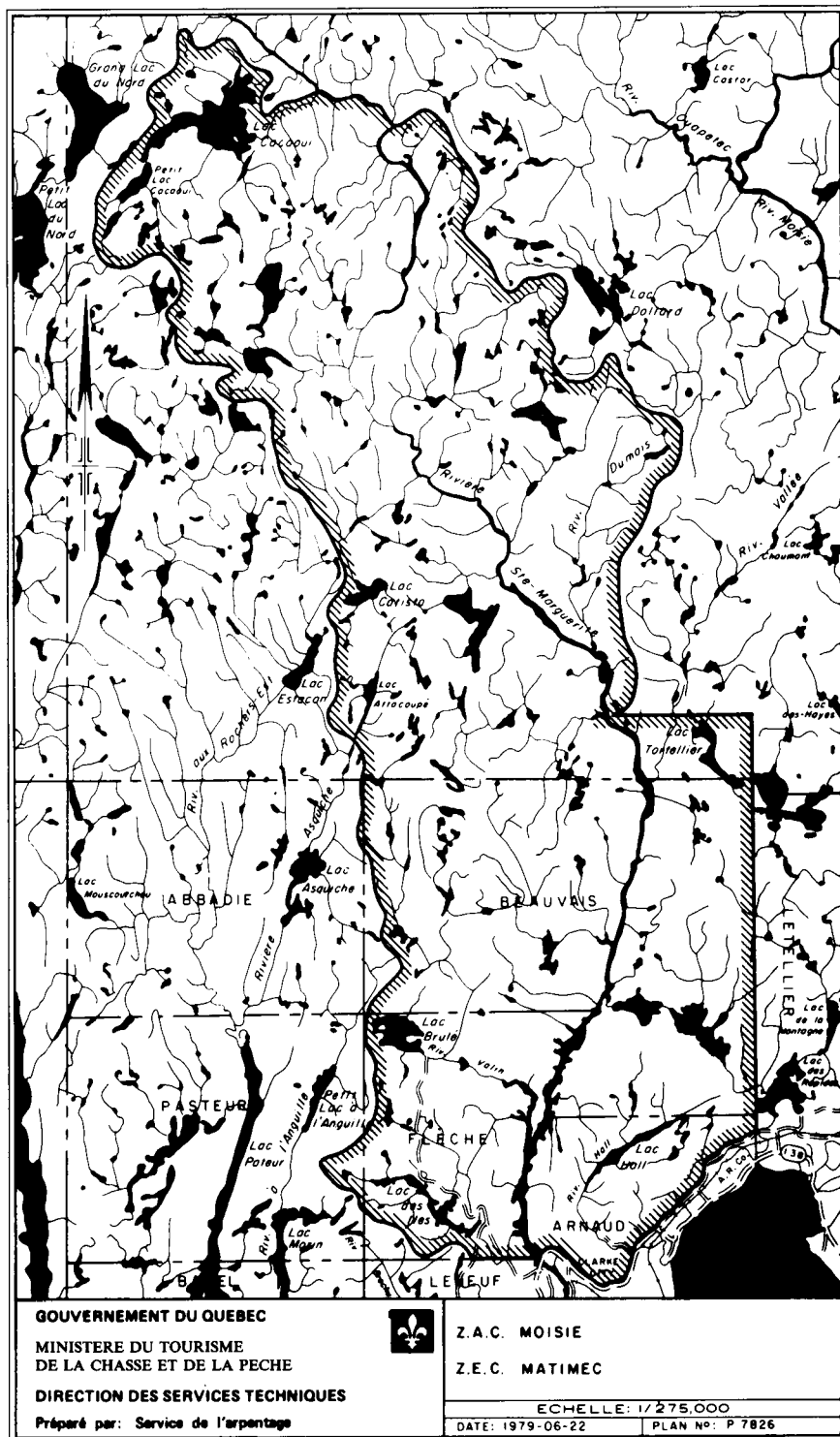
**7.** This Regulation does not apply to hunting or fishing in territories under lease to an outfitter or on private lands that are included in the Matimec Controlled Zone.

**8.** The owners of buildings situated in the Matimec Controlled Zone must hold a principal holder’s card or a dependent’s card of the association certified for the Matimec Controlled Zone.

**9.** Sections 3, 4, 5, 6 and 8 do not apply to the Native trappers when they are trapping in the part of the Saguenay Beaver Reserve situated in the Matimec Controlled Zone.

**SCHEDULE A**

(s. 1)



O.C. 2513-81, (1981) 113 G.O.II, 3147

O.C. 2514-81, (1981) 113 G.O.II, 3150



c. C-61, r.134

## Regulation respecting the Mazana Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Mazana Controlled Zone :

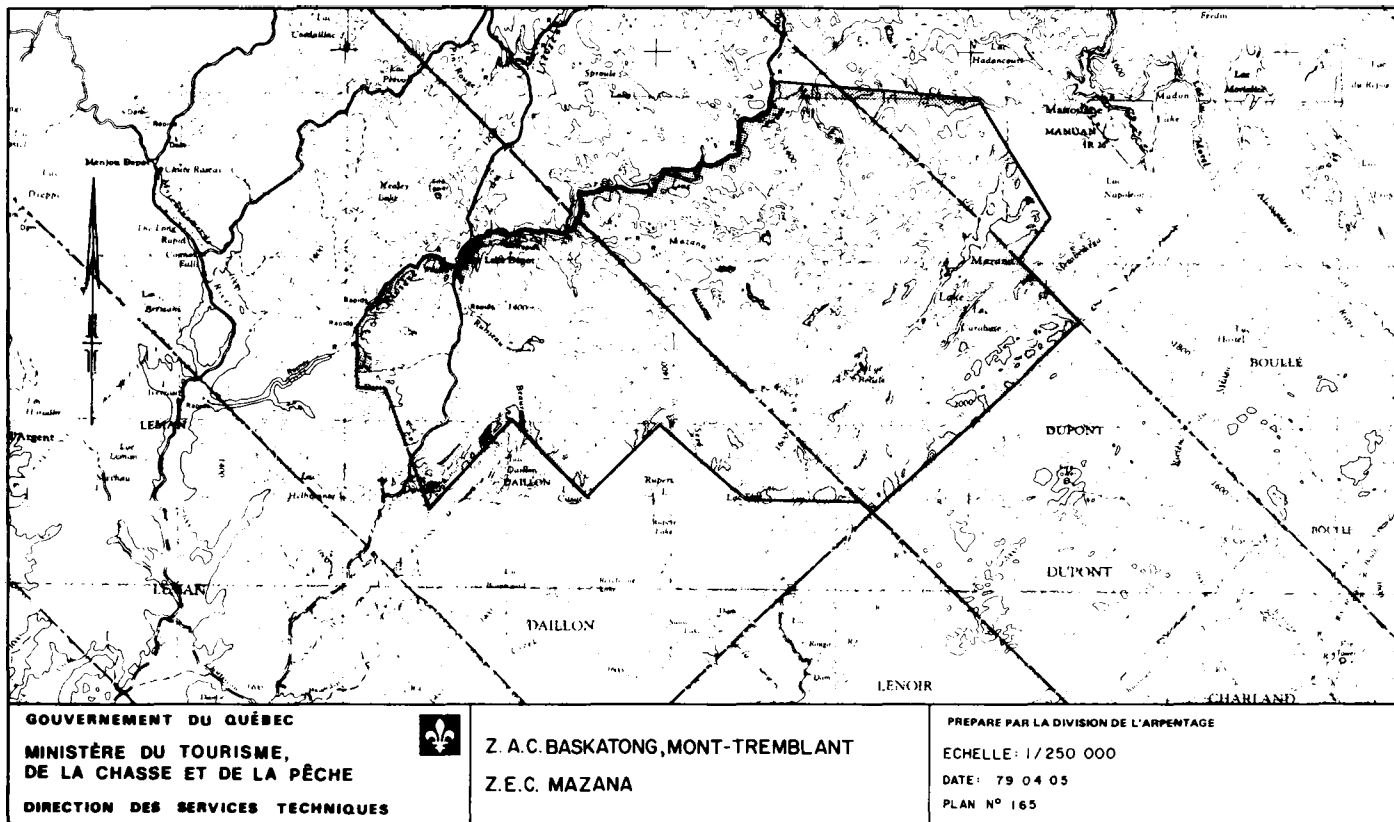
A territory situated in the county municipalities of Berthier, Joliette and Maskinongé, containing seven hundred and thirty-seven square kilometres (737 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated in the northern corner of Lenoir township ; thence, northwesterly, the extension of the line separating the townships of Lenoir and Dupont to a point whose U.T.M. coordinates are 5 205 350 m N and 531 620 m E ; thence, westerly, a distance of six and ninety-four hundredths kilometres (6,94 km) to a point whose U.T.M. coordinates are 5 205 305 m N and 524 680 m E ; thence, northwesterly, a distance of six and ninety-eight hundredths kilometres (6,98 km) to a point whose U.T.M. coordinates are 5 209 893 m N and 519 423 m E ; thence, southwesterly, a distance of six and nineteen hundredths kilometres (6,19 km) to a point whose U.T.M. coordinates are 5 205 530 m N and 515 030 m E ; thence northwesterly, a distance of six and seventy-nine hundredths kilometres (6,79 km) to a point whose coordinates are 5 210 300 m N and 510 200 m E ; thence, southwesterly, a distance of seven and forty hundredths kilometres (7,40 km) to a point whose U.T.M. coordinates are 5 204 600 m N and 505 480 m E ; thence northwesterly, a distance of seven and eighty-two hundredths kilometres (7,82 km) to a point whose U.T.M. coordinates are 5 211 900 m N and 502 670 m E ; thence, westerly, a distance of one and sixty-seven hundredths kilometres (1,67 km) to a point whose U.T.M. coordinates are 5 211 900 m N and 501 000 m E ; thence, northerly, a distance of three kilometres (3,00 km) to a point whose coordinates are 5 215 900 m N and 501 000 m E, such point is situated at the normal high-water mark of the right bank of the rivière du Lièvre, thence, northeasterly, the normal high-water mark of the right bank of the rivière du Lièvre to the road bridge of the lac Pine depot ; thence, northeasterly, the western limit of the right of way of the road alongside the rivière du Lièvre, northeasterly, the southeastern limit of the right of way of the road alongside the rivière Mazana and the ruisseau Line up to the road bridge of lac

Burnt whose coordinates are 5 231 000 m N and 526 080 m E, thence easterly, a distance of twelve and fifty-six hundredths kilometres (12,56 km) to a point whose U.T.M. coordinates are 5 230 020 m N and 538 600 m E ; thence southwesterly, a distance of eight and fifty-four hundredths kilometres (8,54 km) to a point whose U.T.M. coordinates are 5 222 600 m N and 542 835 m E ; thence, southwesterly, a distance of three and three hundredths kilometres (3,03 km) to a point whose coordinates are 5 220 425 m N and 540 725 m E, such point is situate on the line separating the counties of Maskinongé and Berthier ; thence, southeasterly, the line separating the counties of Maskinongé and Berthier to the northern limit of Dupont township ; thence, southwesterly, the northwestern line of Dupont county to the point of commencement.

# SCHEDULE A (s. 1)

O.C. 1502-79, (1979) III G.O., 4265





c. C-61, r.135

## Regulation respecting the Ménokéosawin Controlled Zone

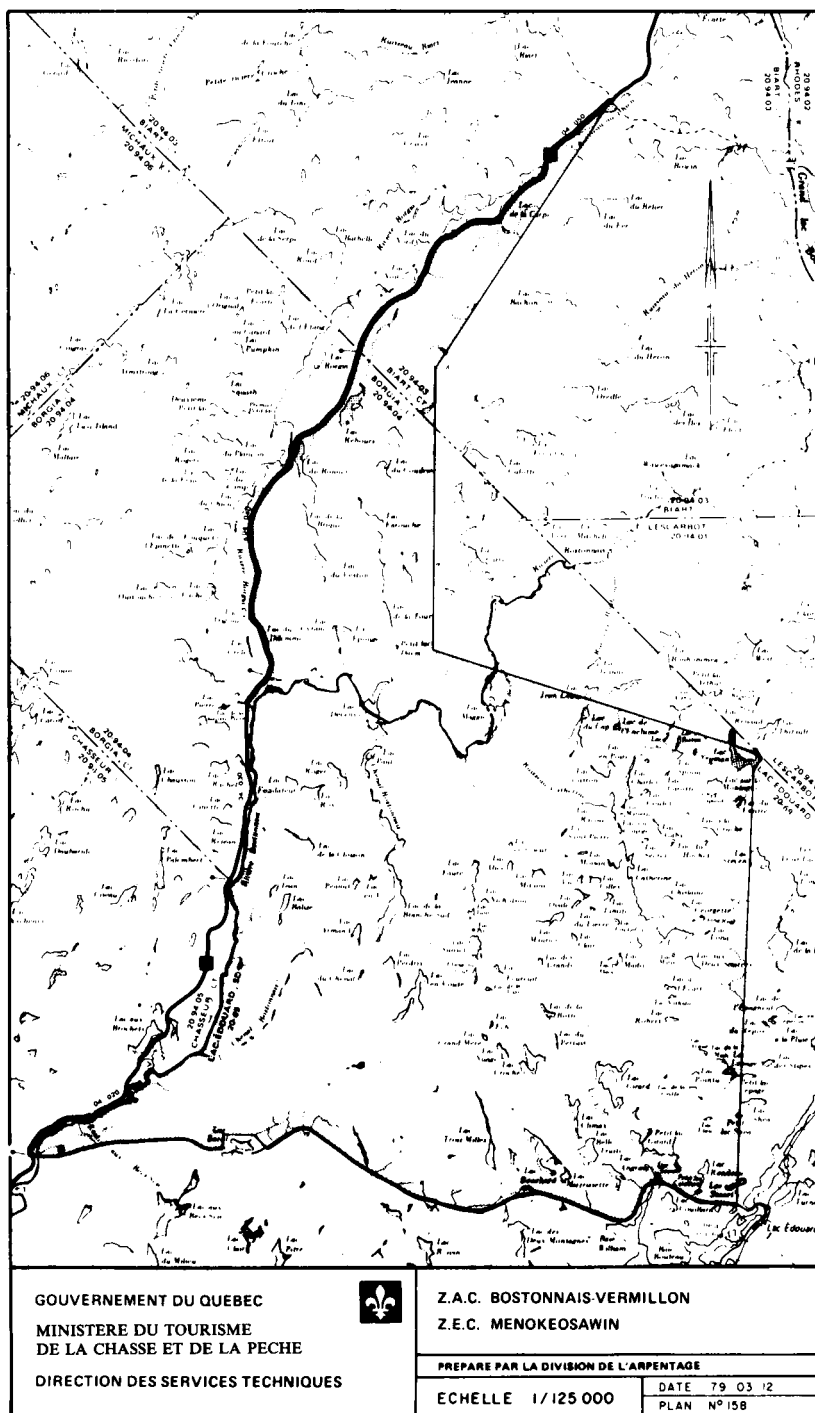
Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Ménokéosawin Controlled Zone :

A territory situated in the county of Québec, townships of Bickerdike, Gendron, Bordia and Biart, containing three hundred and eight square kilometres (308 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated on the south bank of ruisseau au Chien (limit of the Kiskissink Controlled Zone) and whose U.T.M. coordinates are 5 314 525 m N and 697 960 m E ; thence southwesterly, southerly and southeasterly, a broken line (limit of the Kiskissink Controlled Zone) whose apex coordinates are 5 307 125 m N, 693 550 m E ; 5 298 850 m N, 693 950 m E ; 5 296 050 m N, 703 850 m E ; skirting the lake met there to the north ; thence, southerly to a point whose coordinates are 5 282 350 m N, 703 725 m E ; skirting the lakes met there to the east ; thence, westerly, the southern limit of the right of way of the lac Édouard road to a point whose coordinates are 5 283 100 m N, 689 250 m E ; thence, northwesterly, westerly and southerly, a broken line (limit of the outfitter "Oswego Inc. Club") whose apex coordinates are 5 283 600 m N, 688 825 m E ; 5 283 700 m N, 688 000 m E ; 5 283 250 m N, 688 000 m E ; thence, westerly, the southern limit of the right of way of lac Édouard road to its meeting with the western right of way of route 155 ; thence, northeasterly, the said right of way (limit of the Borgia Controlled Zone) to a point whose coordinates are 5 284 050 m N 684 000 m E ; thence, easterly, to the west bank of rivière Bostonnais ; thence, northwesterly, the said bank (limit of the outfitter "Le Rochu"), to a point whose coordinates are 5 296 850 m N, 688 450 m E ; thence, westerly to the western right of way of route 155 ; thence, northeasterly, northwesterly and northeasterly, the said right of way (limit of the Borgia Controlled Zone) to the meeting with the eastern right of way of lac Biart road, a point whose U.T.M. coordinates are 5 315 750 m N, 698 650 m E ; thence, southeasterly, the said right of way of the road (limit of the Kiskissink Controlled Zone), to the meeting with the left bank of ruisseau au Chien ; thence, southwesterly, the said bank to the point of commencement.

# SCHEDULE A (s. 1)



O.C. 1325-79, (1979) 111 G.O., 3949





c. C-61, r.136

## Regulation respecting the Mitchinamécus Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Mitchinamécus Controlled Zone :

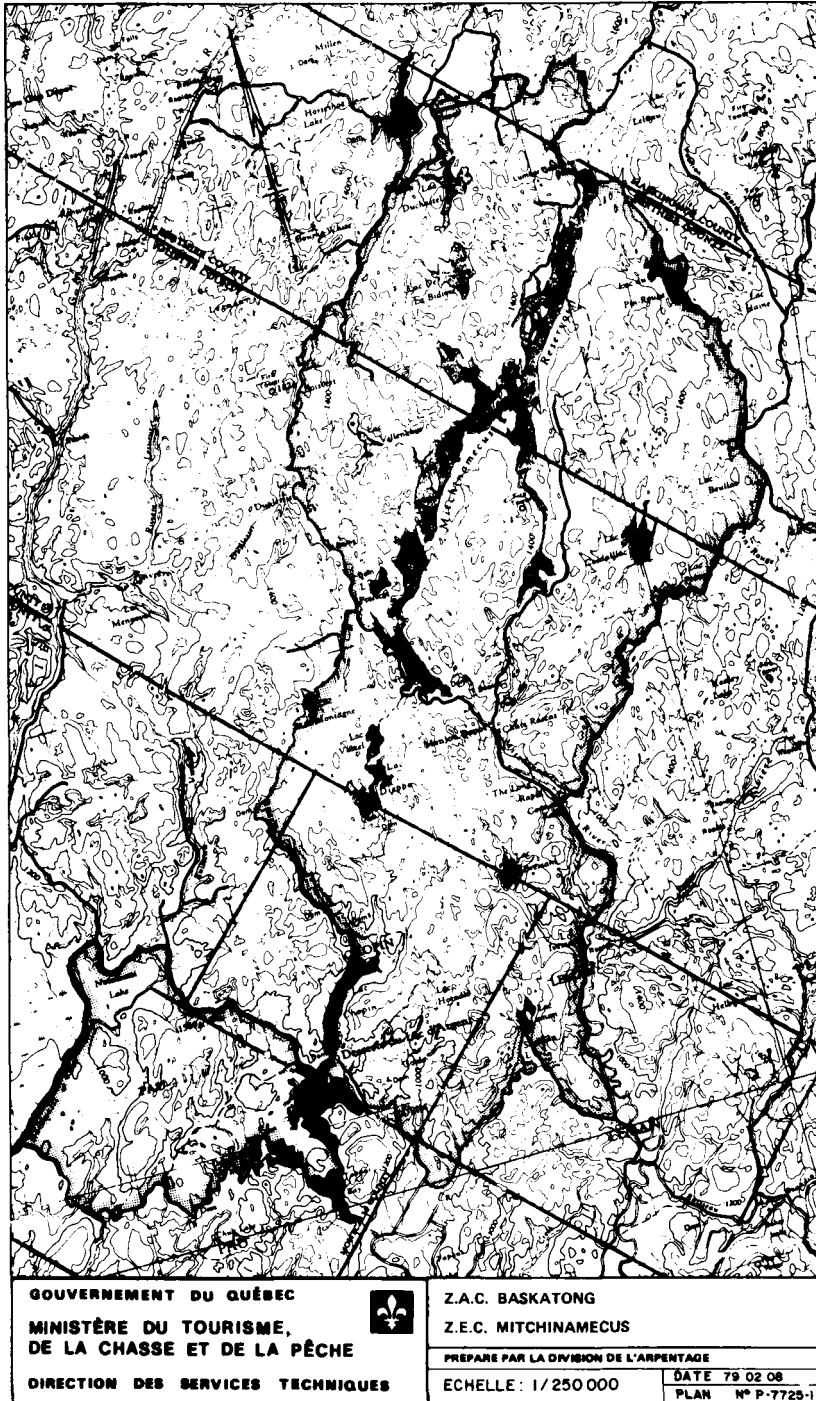
A territory situated in the county municipalities of Mas-kinongé, Berthier, Joliette, Montcalm and comprising a part of the townships of Leman, Chopin, Pau, Décarie, and a part of the unorganized territories, containing eight hundred and seventy-two square kilometres (872 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the southeastern limit of the road alongside the rivière Notawassi with the southwestern limit of the right of way of the road leading to lac Butor ; thence, following the Le Sueur Controlled Zone limit, in a direction generally northeast, southeast, north, and then northeast, the northeastern, southwestern and southeastern limit of the right of way of the road alongside the rivière Notawassi, skirting lac Notawassi to the north, lac Moniuszko, lac Polonais, lac Chopin to the northwest, lac Paderewski to the end of the said road at the level of the rivière Polonaise ; thence, northwesterly and then northeasterly, the right bank of the outlet of lac Montagne, the normal high-water mark of lac Montagne skirting it to the east ; towards the north, the right bank of ruisseau Montagne, the normal high-water mark of lac Duplessis skirting it to the west to its north end ; northeasterly the right bank of the outlet of lac La Marlie, the normal high-water mark of the said lake skirting it to the west, the left bank of the outlet of lac Tonus, the normal high-water mark of lac Tonus and lac Boisvert, skirting it to the east to its meeting with the southeast limit of the right of way of the road leading to lac Gabriel ; northeasterly, the southeastern limit of the right of way of the said road successively alongside lac Gabriel, lac Manville, lac Gobin, traversing the lac Nasigon dam and alongside the said lake easterly to the “Dépôt de la Compagnie” ; thence, following a general easterly direction, then southerly, the northern limit of the right of way of the road leading to the road alongside rivière Mitchinamécus to the intersection with the said road ; thence, following the Normandie Controlled Zone limit, toward the southwest the western limit of the right of way of the road alongside rivière Mitchinamécus, lac du Pin-Rouge, ri-

vière du Pin-Rouge, lac Sabot, lac Prévost and ruisseau Louise to its meeting with the western limit of the right of way of the road alongside rivière Mitchinamécus (Connor Fall) ; southeasterly, then southerly, the western limit of the right of way of the said road alongside the rivière Mitchinamécus and the rivière du Lièvre to its meeting with the road leading to lac Faubert ; thence, southwesterly, then northwesterly, the southern limit of the right of way of the road alongside lac Faubert and leading to lac Sheehan to its meeting with the normal high-water mark of lac Sheehan ; thence, in a general southwesterly direction, the normal high-water mark of lac Sheehan, the outlet of lac Sheehan, the eastern shore of lac Godmer, the outlet of lac Godmer to its meeting with a road alongside ruisseau Sheehan ; thence, southwesterly, the eastern limit of the right of way of the said road to its meeting with the road leading to lac Smith ; thence, southwesterly, the eastern limit of the right of way of the said road to its meeting with a road leading toward the northwest, the geographical coordinates of the meeting point are longitude 75°17' latitude 46°57' ; northwesterly, the southern limit of the right of way of the said road to its meeting with the road leading to lac Polonais ; northwesterly, the western limit of the right of way of the said road to the southeastern limit of lac Polonais ; thence, in a general northwesterly direction, southerly and then northwesterly the normal high-water mark of lac Polonais, baie Tapani, lac Foster, the southeastern bank of rivière Polonaise to the northeastern end of lac George ; thence, northwesterly, the southwestern limit of the right of way of the road leading to lac George, and alongside lac File, ruisseau Caille, ruisseau Butor, lac Butor, to the point of commencement.

The following territories under lease for commercial and tourist purposes are not part of the said controlled zone : Notawissi Club, Menjo Club Inc., Domaine Wapiti, Club J.B. Scott Enr., Club Lounan 1974 Inc., Les Sept Patriotes Inc. (fish and game club), le Club du Fer à Cheval Inc.

**SCHEDULE A**  
(s. 1)



O.C. 744-79, (1979) 111 G.O., 3041



c. C-61, r.137

## Regulation respecting the Nordique Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Nordique Controlled Zone :

A territory situated in the county municipality of Saguenay, townships of Pontgravé, Chauvin, Escoumins and in unorganized territory, containing three hundred and seventy-five square kilometres (375 km<sup>2</sup>), whose perimeter is described as follows :

Commencing at a point situated at the intersection of the left bank of rivière des Escoumins and of the right bank of the outlet of Lac Boucher, a point whose U.T.M. coordinates are : 5 383 650 m N and 435 650 m E ; thence, in a general northeasterly direction a broken line whose apex coordinates are : 5 385 600 m N and 440 400 m E, 5 384 400 m N and 441 300 m E, 5 384 800 m N and 442 000 m E, 5 387 250 m N and 442 000 m E, 5 387 250 m N and 444 100 m E, 5 390 700 m N and 444 050 m E, 5 391 500 m N and 445 000 m E, to a point situate on the south bank of rivière aux Ours and whose coordinates are : 5 394 160 m N and 445 000 m E ; thence westerly, the south bank of rivière aux Ours to a point whose coordinates are : 5 393 050 m N and 438 600 m E ; thence southerly, westerly and northerly, a broken line whose apex coordinates are : 5 387 050 m N and 438 550 m E, 5 387 050 m N and 435 580 m E, 5 388 030 m N and 435 580 m E to a point situate on the northeastern limit of the road and whose coordinates are : 5 388 030 m N and 431 000 m E ; thence northwesterly, the northeastern limit of the right of way of the road to a point whose coordinates are : 5 389 750 m N and 429 550 m E ; thence northerly, to a point whose coordinates are : 5 391 450 m N and 429 550 m E ; thence westerly, to the eastern limit of the Chicoutimi Reserve ; southerly, the eastern limit of the Chicoutimi Reserve to the separating line of the river basins of rivière des Escoumins and rivière Sainte-Marguerite nord-est ; thence, in a general southeasterly direction, the separating line of the river basins of rivière des Escoumins and rivière Sainte-Marguerite nord-est to a point whose coordinates are : 5 367 200 m N and 436 100 m E ; thence southeasterly and northeasterly, a broken line whose apex coordinates are : 5 366 820 m N and 437 080 m E, 5 365 500 m N and 437 050 m E,

5 365 050 m N and 438 100 m E, 5 363 200 m N and 437 760 m E, 5 362 020 m N and 437 900 m E, 5 360 780 m N and 439 350 m E, 5 359 450 m N and 443 600 m E, 5 359 750 m N and 447 000 m E to the left bank of rivière des Escoumins, coordinates 5 364 900 m N and 457 100 m E ; thence, in a general northeasterly direction, the left bank of rivière des Escoumins to the point of commencement.

**GOUVERNEMENT DU QUEBEC**  
**MINISTRE DU TOURISME**  
**DE LA CHASSE ET DE LA PÊCHE**  
**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. LAVAL**  
**Z.E.C. NORDIQUE**

**PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE**

**ECHELLE 1/200 000**

**DATE 79 02 08**  
**PLAN N° 137**



c. C-61, r.138

## Regulation respecting the Normandie Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

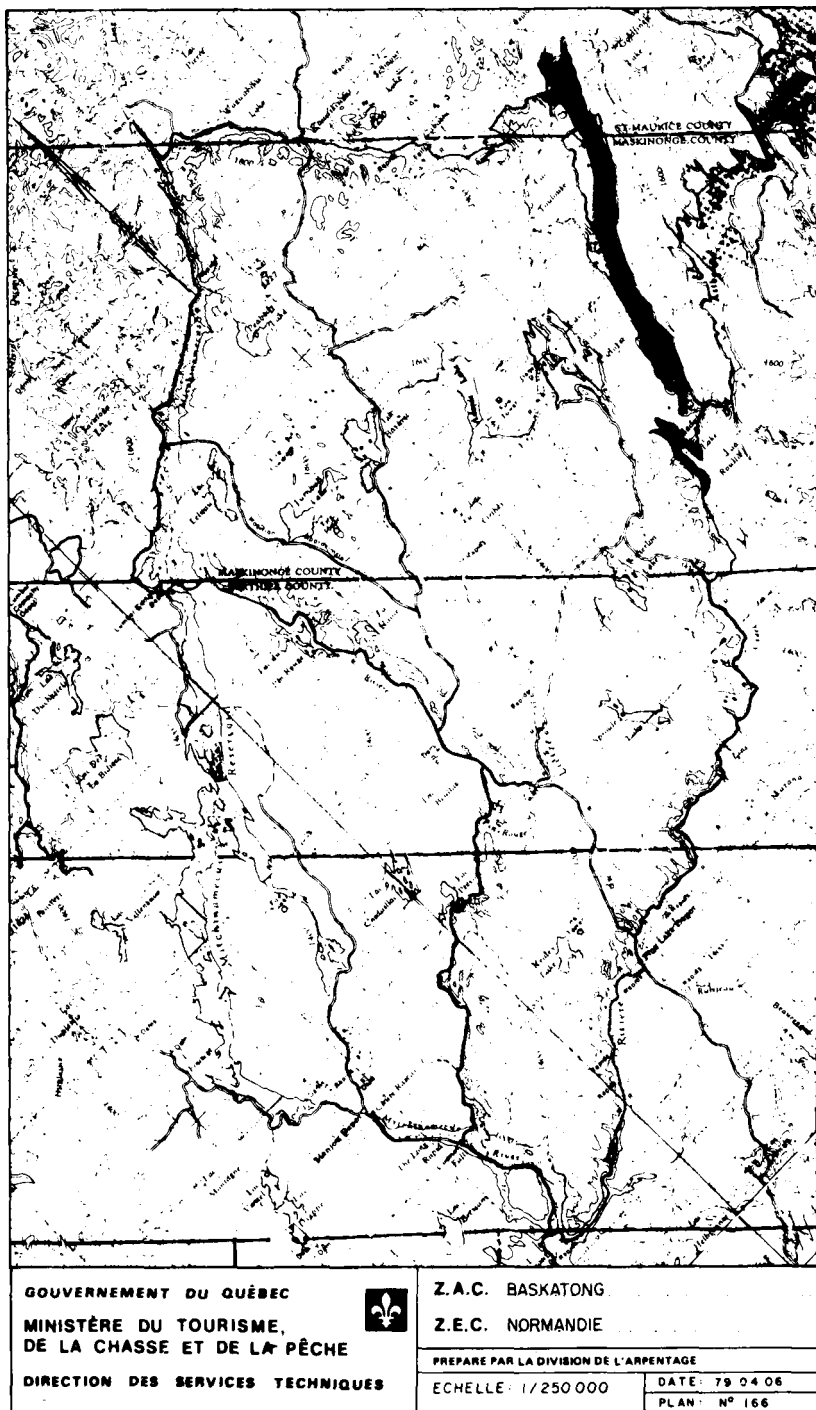
**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Normandie Controlled Zone :

A territory situated in the county municipalities of Joliette, Berthier, Maskinongé, Montcalm and Saint-Maurice, containing nine hundred and sixty-one square kilometres (961 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated at the intersection of the northwestern right of way of the road alongside rivière Mitchinamécus with the separating line of the county municipalities of Montcalm and Joliette ; thence southeasterly, the said separating line of the county municipalities of Montcalm and Joliette to the right bank of rivière du Lièvre ; thence north-easterly, the right bank of rivière du Lièvre to the road bridge of the lac Pine depot ; thence northeasterly, the western limit of the right of way of the road alongside rivière du Lièvre ; northeasterly, the south-eastern limit of the right of way of the road alongside the rivière Mazana and ruisseau Line to the road bridge of lac Burnt, whose coordinates are : 5 231 000 m N and 526 080 m E ; thence northerly, the western bank of ruisseau Line to lac Gooseneck ; thence northeasterly, the southern shore of lac Gooseneck, the eastern bank of the creek joining lac Gooseneck to lac Badajoz, the eastern shore of lac Badajoz, the western bank of the outlet of a small lake situate between lac Badajoz and lac Nemikachi, the western shore of the said small lake, a straight line joining that small lake to lac Nemikachi, commencing at a point whose coordinates are : latitude 47°19,1', longitude 74°34,5' to a point whose coordinates are : latitude 47°19,4' and 74°34,1' ; thence northeasterly, the northern and southwestern shore of lac Nemikachi to a point whose coordinates are : latitude : 47°30,3' and longitude 74°27,8' ; thence northwesterly, a straight line to a point whose coordinates are : latitude 47°30,5' and longitude 74°28,3' ; thence northwesterly, the northern shore of a lake to a point whose coordinates are : latitude 47°30,7' and longitude 74°29,5' ; thence, a portage trail to a point on the shore of a lake and whose coordinates are : latitude 47°30,6' and longitude 74°30,6' ; southerly, the eastern shore of the lake, the eastern bank of the outlet of the lake ;

northwesterly, the southwestern bank of the rivière Cabasta and the southwestern shore of lac Kawaskisigat ; northwesterly, the northeastern limit of the right of way of the road alongside lac Wagwabika and the road toward the rivière Mitchinamécus ; southwesterly, a straight line joining the road, latitude 47°37,8' and longitude 74°42,9', and the upper part of the rapids of the rivière Mitchinamécus, latitude 47°37,7' and longitude 74°43,1' ; southwesterly, the right bank of the rivière Mitchinamécus and the limit of the western right of way of the road alongside the rivière Mitchinamécus, lac du Pin-Rouge, the rivière du Pin-Rouge, lac Prévost and ruisseau Louise to Cornor Fall ; southwesterly, the western limit of the right of way of the road alongside rivière Mitchinamécus to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 1504-79, (1979) 111 G.O., 4271



c. C-61, r.139

## Regulation respecting the Onatchiway-est Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A and described in this section constitutes the Onatchiway-est Controlled Zone :

A territory situated in the county municipality of Chicoutimi comprising part of the townships of Chastelain, Garreau and part of the unorganized territories, containing one thousand four hundred and thirty-one square kilometres (1 431 km<sup>2</sup>) and whose perimeter may be described as follows :

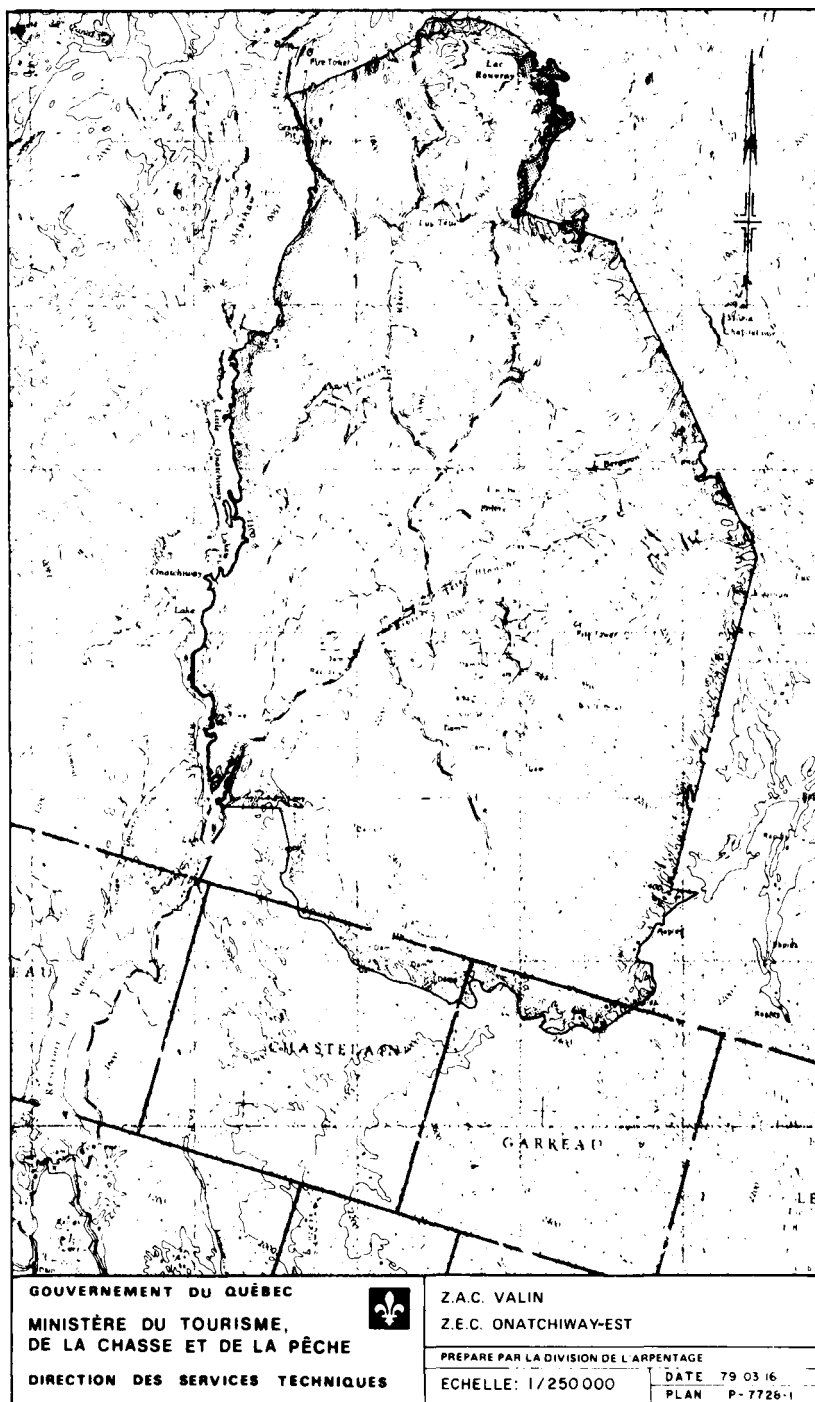
Commencing at the meeting point of the western bank of rivière Wapishish with the northwestern limit of the right of way of the power line, a point whose U.T.M. coordinates are 5 408 325 m N, 378 275 m E ; thence southwesterly, the northwestern limit of the right of way of the power line to the meeting with a line separating 2 drainage basins skirting to the north the lake which is met there. The U.T.M. coordinates of such point are 5 405 750 m N, 375 000 m E ; thence, northwesterly and then northerly, the said line of the drainage basins of which some points are identified according to the following U.T.M. coordinates :

- (1) 5 406 700 m N, 371 400 m E
- (2) 5 408 500 m N, 369 200 m E
- (3) 5 407 350 m N, 367 000 m E
- (4) 5 409 400 m N, 361 200 m E
- (5) 5 412 000 m N, 357 450 m E
- (6) 5 416 000 m N, 355 600 m E
- (7) 5 419 650 m N, 355 300 m E ;

the point 7 being the last point used of the line of the drainage basins ; thence westerly, to the mouth of rivière des Huit-Chutes, on the eastern bank of rivière Shipshaw ; thence northerly, the eastern bank of rivière Shipshaw, the eastern shore of lac Onatchiway to the northern end of the said lake ; thence, northeasterly, the left bank of the outlet of the lake whose U.T.M. coordinates are 5 450 500 m N, 355 100 m E, the west shore of the said lake to the meeting with the right bank of the outlet of lac Anguille ; northeasterly, the right bank of the said outlet, the west

shore of lac Anguille skirting to the west the lake whose U.T.M. coordinates are 5 457 000 m N, 357 200 m E, the left bank of rivière du Portage to a point whose U.T.M. coordinates are 5 461 000 m N, 356 300 m E ; thence, northwesterly, a straight line to a point whose U.T.M. coordinates are 5 462 600 m N, 355 900 m E ; thence, northeasterly, a straight line to a point whose U.T.M. coordinates are : 5 464 500 m N, 361 100 m E ; thence, northeasterly, a straight line to the meeting with the west shore of the lake whose U.T.M. coordinates are 5 465 900 m N, 363 400 m E skirting lac Bélanger to the north ; northeasterly, the left bank of the tributary of the lake whose U.T.M. coordinates are 5 467 500 m N, 364 800 m E skirting the said lake to the west to its furthest northern end ; thence, easterly, a straight line to the northern end of the lake whose U.T.M. coordinates are 5 467 400 m N, 367 000 m E ; thence, in a general southeasterly direction, the east and north shore of the said lake, the right bank of its tributary, the west shore of the lake whose U.T.M. coordinates are 5 466 700 m N, 368 800 m E ; thence, northerly and northeasterly, the right bank of the tributary of the said lake, the northeast shore of the lake whose U.T.M. coordinates are 5 466 800 m N, 369 200 m E, to its furthest eastern end ; thence, southeasterly, a straight line to the meeting with the northeast shore of lac Rouvray, to a point whose U.T.M. coordinates are : 5 465 300 m N, 371 000 m E ; thence, southeasterly and southwesterly, the eastern shore of lac Rouvray to a point situated in the extension of the land-surveying line of Gabriel Cloutier, l.s., a line establishing the limit of the forestry concession of Price Brothers & Co. Ltd. and traced in 1948 ; thence, following azimuth 105°00' — 6,003 km, to the northern shore of a lake whose U.T.M. coordinates are : 5 453 775 m N, 375 750 m E skirting to the north the lake met there ; thence, azimuth 155°21' — 21,098 km to the northeastern corner of the forestry concession 122 of rivière Shipshaw skirting lac Vanel to the west ; the coordinates of such point are 5 434 600 m N, 384 550 m E ; thence, azimuth 185°00' — 20,921 km, the eastern limit of the forestry concessions 122 rivière Shipshaw 120 Moncouche (Gabriel Cloutier line, l.s., 1948) ; thence, azimuth 105°00' — 1,609 km to the western bank of rivière Wapishish (Gabriel Cloutier line, l.s., 1948) ; thence, the western bank of rivière Wapishish to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 1327-79, (1979) 111 G.O., 3955





c. C-61, r.140

## Regulation respecting the Owen Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

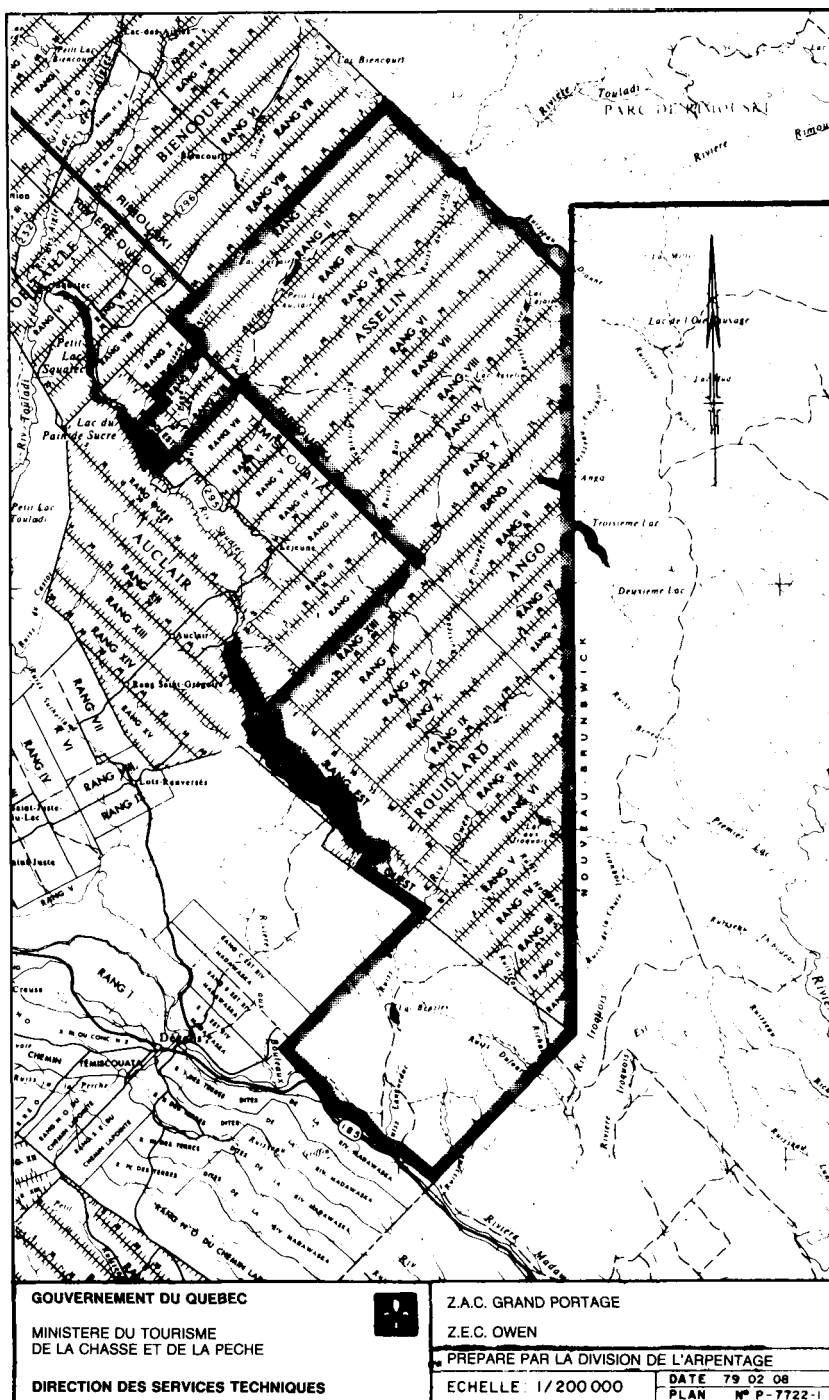
**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Owen Controlled Zone :

A territory situated in the county municipalities of Rimouski and of Témiscouata and comprising a part of the townships of Asselin, Ango, Rouillard, Auclair and an unorganized territory, containing six hundred and fifteen square kilometres (615 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the right bank of ruisseau Dionne with the Interprovincial Québec-New Brunswick boundary ; thence, following the limit of the réserve de Rimouski, that is, southwesterly and northwesterly, following the right bank of ruisseau Dionne until its discharge into the rivière Touladi ; then northwesterly, following the right bank of rivière Touladi to its meeting with the outer northwestern line of the township of Asselin ; northwesterly the outer northwestern line of the township of Asselin ; southwesterly the separating line of the townships of Biencourt and Asselin ; southeasterly and then southwesterly the northeastern and southeastern limit of Range X of the township of Auclair ; southeasterly the separating line of Ranges IX and the eastern Range, to the separating line of lots 9 and 10 of the eastern Range ; southwesterly the separating line of lots 9 and 10 to the northeastern limit of the right of way of highway 295 ; southeasterly, the northeastern limit of the right of way of highway 295 to its meeting with the separating line of lots 19 and 20 of the eastern Range ; northeasterly, the separating line of lots 19 and 20 of the eastern Range and then the separating line of Ranges VII and VIII ; southeasterly, the separating line of the townships of Asselin and Auclair ; southwesterly, the separating line of the townships of Auclair and Rouillard to the normal high-water mark of lac Squatec ; southeasterly, southerly, and then southwesterly the normal high-water mark of lac Squatec to its meeting with the separating line of lots 32 and 33 of the western Range ; southwesterly, the separating line of lots 32 and 33 of the western Range ; southeasterly, the southwestern limit of the western Range of the township of Rouillard to the separating line of lots 46 and 47 of the said range, southwesterly, a straight line joining the last

point to the southeastern limit of Ranges C East, and B East of the rivière Madawaska to a point situated half-way between the southeastern limit of Range B East of the rivière Madawaska ; thence, south 45° east, a straight line to the left bank of the rivière Madawaska ; thence, southeasterly the west bank of the rivière Madawaska to the interprovincial Québec-New Brunswick boundary ; northeasterly and northerly, the said interprovincial boundary to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 748-79, (1979) 111 G.O., 3053



c. C-61, r.141

## Regulation respecting the Petawaga Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Petawaga Controlled Zone :

A territory situated in the county municipalities of Gatineau, Montcalm and Labelle, comprising the following townships : By, Froidevaux, Gay, Fontbrune, Briand, and partly in unorganized territories, containing one thousand one hundred and eighty-six square kilometres (1 186 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the left bank of rivière Wapus with the left bank of the rivière Gens-De-Terre thence, southerly, southwesterly, southerly and southeasterly, the left bank of the rivière Gens-De-Terre to the northern shore of lac Baskatong (baie Gens-De-Terre), the said limit being the parc de La Vérendrye limit ; thence, following a general southeasterly and then northeasterly direction, the northern limit of baie Gens-De-Terre and of the Baskatong dam ; northeasterly, the western bank of the Bras Nord of the Baskatong dam ; the right bank of the rivière Gatineau to the meeting with the left bank of the outlet of lac Bull ; thence, northerly the left bank of the outlet of lac Bull, the normal highwater mark of lac Bull skirting it to the east, the tributary of lac Bull, the normal high-water mark of the lake whose U.T.M. coordinates are : 5 231 300 m.N., 452 200 m.E., skirting it to the east ; thence, northwesterly, left bank of the outlet of the lake situated south of lac Millan ; thence, the normal highwater mark of the said lake and of lac Millan skirting them to the west ; thence, the right bank of the outlet of lac Hanson to the southern end of the said lake ; thence, westerly, then southerly the northern limit of the right of way of the road via the fire lookout tower and south of lac Lyon to the normal high-water mark of lac Pants ; westerly, and then north-westerly, the normal high-water mark of lac Pants and the left bank of the tributary of the said lake ; northerly, the outlet of a lake whose geographical coordinates are longitude : 75°44'40", latitude : 47°17'15", the normal high-water mark of the said lake skirting it to the east ; the left bank of the tributary of the said lake and its extension to its meeting with the northeastern limit of the right of way of the road alongside lac Maizie at its northern end ; thence, north-

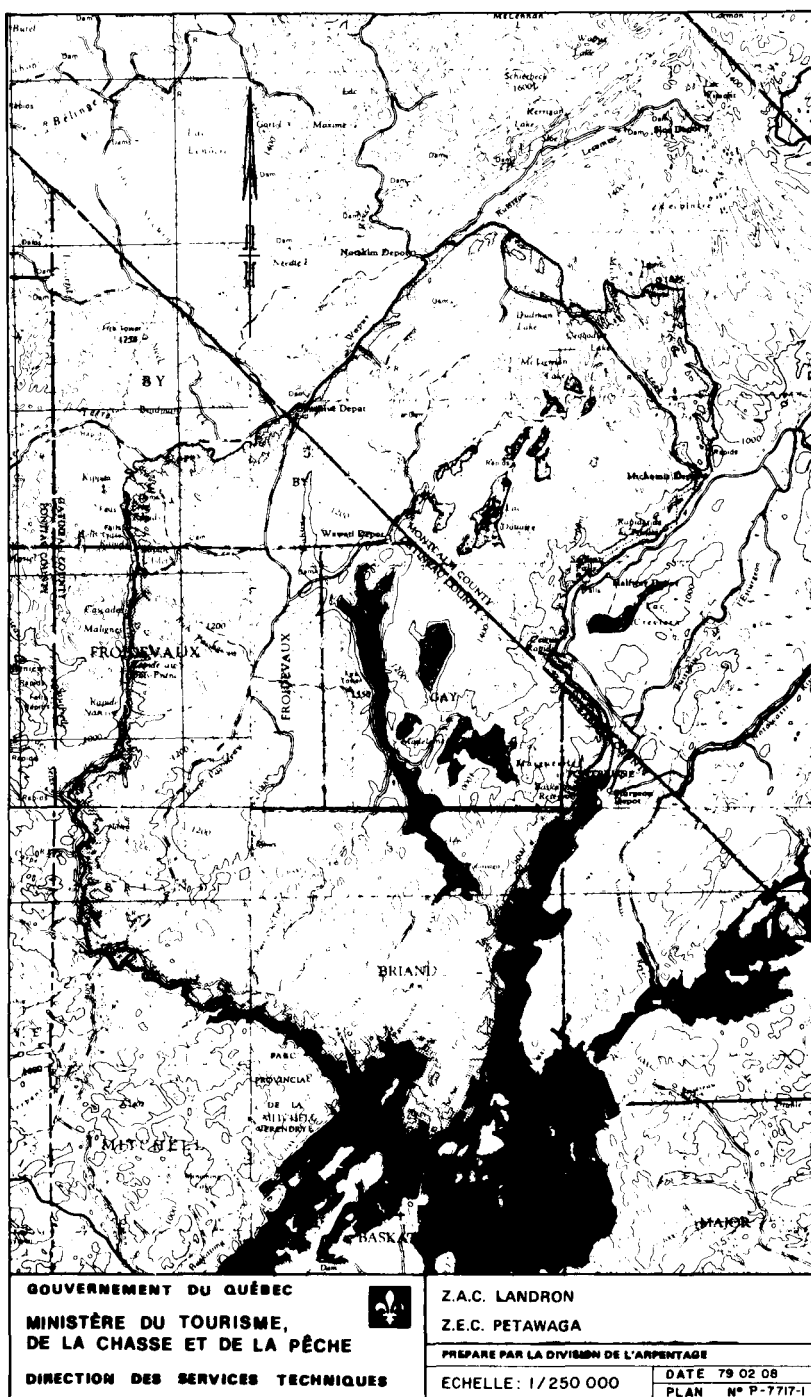
westerly and then southwesterly, the northeastern limit of the right of way to its meeting with the southwestern limit of the right of way of the road alongside rivière Wapus ; thence, southeasterly and then southwesterly, the southwestern limit of the right of way of the road to its meeting with the left bank of rivière Wapus ; thence, southwesterly, the left bank of rivière Wapus to the point of commencement.

Less and to withdraw from the said Controlled Zone :

(1) The club for commercial and tourist purposes "Gatineau Pine Lodge" whose U.T.M. coordinates are : 5 224 250 m.N., 431 450 m.E., 5 210 200 m.N., 445 640 m.E., 5 205 200 m.N., 443 000 m.E., 5 205 250 m.N., 440 700 m.E., 5 209 000 m.N., 440 950 m.E., 5 213 050 m.N., 439 800 m.E., 5 214 300 m.N., 438 475 m.E., 5 216 300 m.N., 436 920 m.E., 5 217 750 m.N., 433 940 m.E., 5 219 850 m.N., 433 940 m.E., 5 220 650 m.N., 433 350 m.E., 5 220 180 m.N., 430 700 m.E., 5 220 000 m.N., 430 000 m.E., skirting lac Chatal to the southwest.

(2) The club for commercial and tourist purposes "Sainte-Anne du lac Aviation" whose U.T.M. coordinates are : 5 230 600 m.N., 442 100 m.E., 5 234 350 m.N., 444 800 m.E., 5 231 150 m.N., 446 500 m.E., 5 231 100 m.N., 447 450 m.E., 5 229 750 m.E., 446 500 m.E., skirting lac Dawson to the north.

**SCHEDULE A**  
(s. 1)



O.C. 750-79, (1979) 111 G.O., 3059



c. C-61, r.142

## Regulation respecting the Pontiac Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

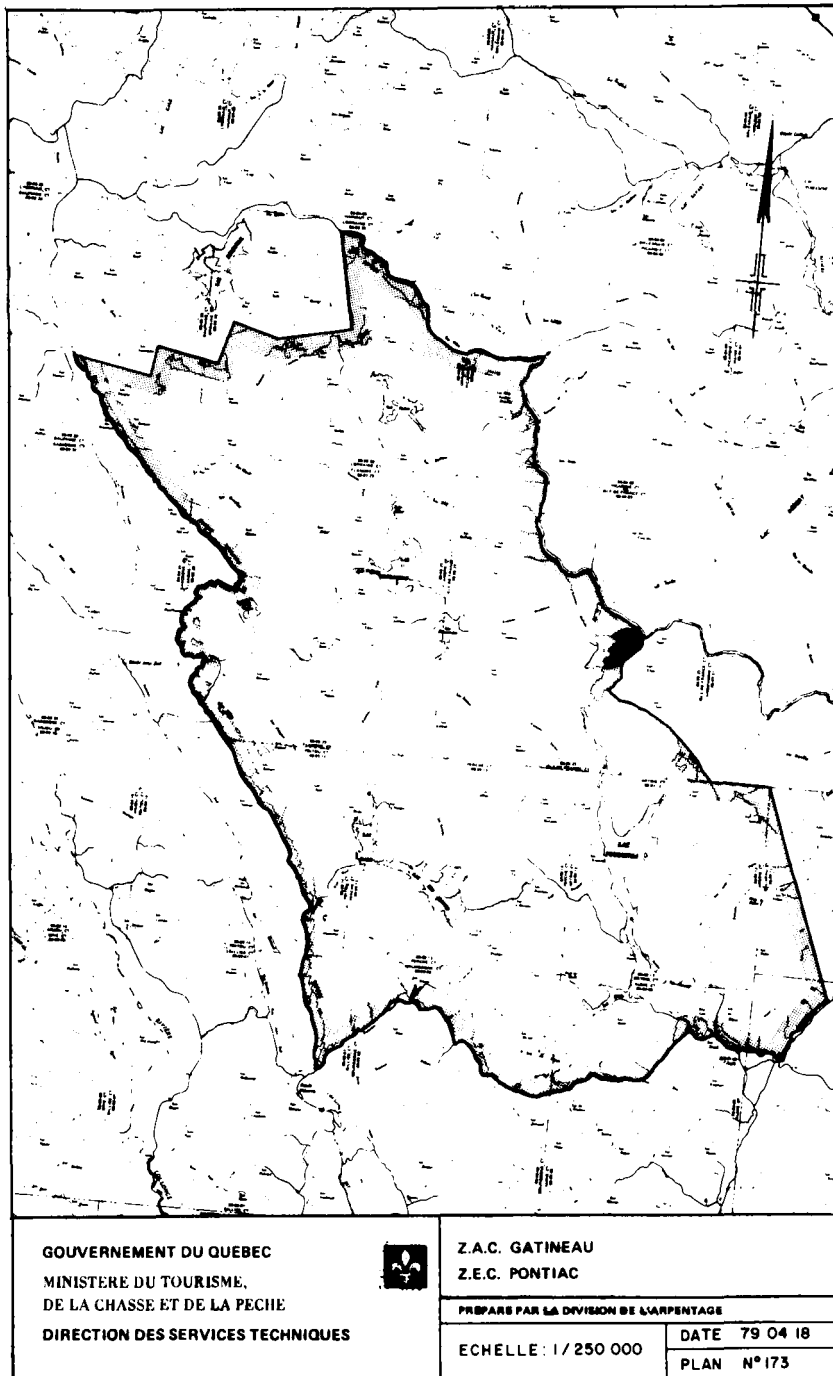
**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Pontiac Controlled Zone :

A territory situated in the county municipality of Pontiac, in the townships of Dauphiné, Church, Angoumois, Béliveau, Lorraine, Picardie, Gascogne, Flandre, Isle-de-France, Poitou, Perche, Artois, Gilles, Bourgongne and Aunis, containing one thousand two hundred and five square kilometres (1 205 km<sup>2</sup>), whose perimeter is described as follows :

Commencing at a point situated at the intersection of the western limit of the right of way of road No. 13A, with the southern limit of the right of way of road No. 13, such point being situate west of the embankment of lac Gagamo ; thence, along a general northwesterly direction, the southern limit of the right of way of road No. 13 more or less, namely the road alongside the following lakes : lac Tilley, lac Yellow, lac Cassel, lac Gibéon, lac Druid, lac Gallia, lac Pelletier, to the meeting with the left bank of the tributary of lac Pelletier whose U.T.M. coordinates are 5 173 550 m N and 370 390 m E, thence southeasterly, a distance of five and forty-one hundredths kilometres (5,41 km) to a point whose coordinates are 5 168 200 m N and 371 200 m E ; thence southwesterly, a distance of one and eighty-nine hundredths kilometres (1,89 km) to a point whose coordinates are 5 167 675 m N and 369 380 m E ; thence southwesterly, a distance of two and thirty hundredths kilometres (2,30 km) to a point whose coordinates are 5 167 100 m N and 367 150 m E ; thence northwesterly, a distance of two and eighty-six hundredths kilometres (2,86 km) to a point whose coordinates are 5 167 675 m N and 364 350 m E ; thence southeasterly, a distance of two and fifty-two hundredths kilometres (2,52 km) to a point whose coordinates are 5 165 600 m N and 362 925 m E ; thence westerly, a distance of three and twenty-three hundredths kilometres (3,23 km) to a point whose coordinates are 5 165 800 m N and 359 700 m E ; thence southwesterly, a distance of one and seventy-nine hundredths kilometres (1,79 km) to a point whose coordinates are 5 164 050 m N and 359 310 m E ; thence westerly, a distance of three and ninety-two hundredths kilometres (3,92 km) to a point whose coordinates are

5 164 300 m N and 355 400 m E, such point situate on the normal high-water mark on the right bank of rivière Coulonge-Est (ruisseau Gore) ; thence, in a general southeasterly direction, the normal high-water mark on the right bank of ruisseau Gore, of lac Des Ruisseaux and of rivière Coulonge-Est to the bridge of the road leading to lac Bush ; thence, in a general southeasterly direction, the western limit of the right of way of the road alongside rivière Coulonge-Est to the bridge of road No. 36 ; thence, in general northeasterly, easterly and southeasterly directions, the limit of the southern right of way of road No. 36 alongside ruisseau Simon, lac Eros, lac Owen, lac Bouleau, lac Dépôt, lac Brock and lac au Hibou to a point whose U.T.M. coordinates are 5 125 150 m N and 398 050 m E ; thence, northeasterly, a straight line to the western end of the embankment situated at the mouth of rivière au Hibou ; thence, southeasterly, the right bank of the said river to the mouth of rivière de l'Aigle skirting the lake met there to the south ; thence, southeasterly and then northeasterly, the left bank of rivière de l'Aigle to a point whose U.T.M. coordinates are 5 128 300 m N and 403 000 m E ; thence, northwesterly, a straight-line (limit of the Bras-Coupé-Desert Controlled Zone) to the meeting with the line separating the townships of Béliveau, Artois and Angoumois ; thence, westerly, the line separating the townships of Angoumois and Artois to the meeting with the left bank of the tributary of lac Inman ; thence northwesterly, the left bank of the tributary of lac Inman, the normal high-water mark of lac Inman skirting it to the northeast to its northwestern limit ; thence northwesterly, the left bank of the outlet of lac Lais to the meeting with the northeastern limit of the right of way of the road ; thence northwesterly, the northeastern limit of the right of way of the road leading to lac David to the meeting with the normal high-water mark of the said lake ; thence, along a general northerly direction, the normal high-water mark of lac David to the meeting with the left bank of a tributary of lac David situate at the northern end of the said lake ; thence northeasterly, the left bank of the tributary to the meeting with the southwestern limit of the right of way of road No. 12 ; thence, in a general northwesterly direction, the southwestern and western limit of road No. 12 and of road No. 13A, namely, the road alongside the following lakes : Holly, Gerd, Tassé, Phébé, Ruben and Perdrix Blanche to the point of commencement.

**SCHEDULE A**  
(s. 1)



O.C. 1506-79, (1979) 111 G.O., 4277



c. C-61, r.143

## **Regulation respecting the Rapides-des-Joachims Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Rapides-des-Joachims Controlled Zone :

A territory situated in the county municipalities of Pontiac and Témiscamingue, in the townships of Malakoff, Aberdeen, Aberford, Rhé, Dontenwil, Provence, Rannie, Du Tremblay and Périgord, containing nine hundred and thirty eight square kilometres (938 km<sup>2</sup>), whose perimeter is described as follows :

Commencing at a point situated on the left bank of rivière des Outaouais, at the intersection with the right bank of rivière Dumoine ; thence, in a general northeasterly direction, the said right bank of rivière Dumoine to the meeting with the northern limit of the road passing west of lac du Lièvre ; thence, in a general southeasterly, northeasterly, southeasterly and then southwesterly direction, the northern, western and eastern limits of the right of way of the said road passing near the following lakes : lac du Lièvre, lac Masson, lac La Ligne, lac Du Portail, lac Layrat, lac Whiskey, lac La Chaux, lac Aumont, lac de l'Isle-Dieu, lac Corrigan, lac Hogan and lac La Truite to the meeting with the left bank of the tributary of the lake situated north of lac Blond, a point whose U.T.M. coordinates are 5 133 300 m N, 304 400 m E ; thence, southerly, the left bank of the said tributary, the eastern shore of the said lake, the left bank of the tributary of lac Blond, the eastern shore of lac Blond and the left bank of the effluent of lac Blond to the meeting with the left bank of ruisseau Boom ; thence, in a general southwesterly direction, the left bank of the said stream to the meeting with the left bank of rivière des Outaouais ; thence, northwesterly, to the point of commencement.

Less and to withdraw from the said territory, the territory belonging to the outfitter Raymer Club Inc. (File 7-537).

**GOUVERNEMENT DU QUEBEC**  
MINISTRE DU TOURISME,  
DE LA CHASSE ET DE LA PÊCHE  
**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. PONTIAC**  
**Z.E.C. RAPIDES-DES-JOACHIMS**

PREPARE PAR LA DIVISION DE L'ARPENTAGE  
ECHELLE: 1/250000 DATE: 79 04 23  
PLAN N° P 7815





c. C-61, r.144

## Regulation respecting the Restigo Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A and described in this section constitutes the Restigo Controlled Zone :

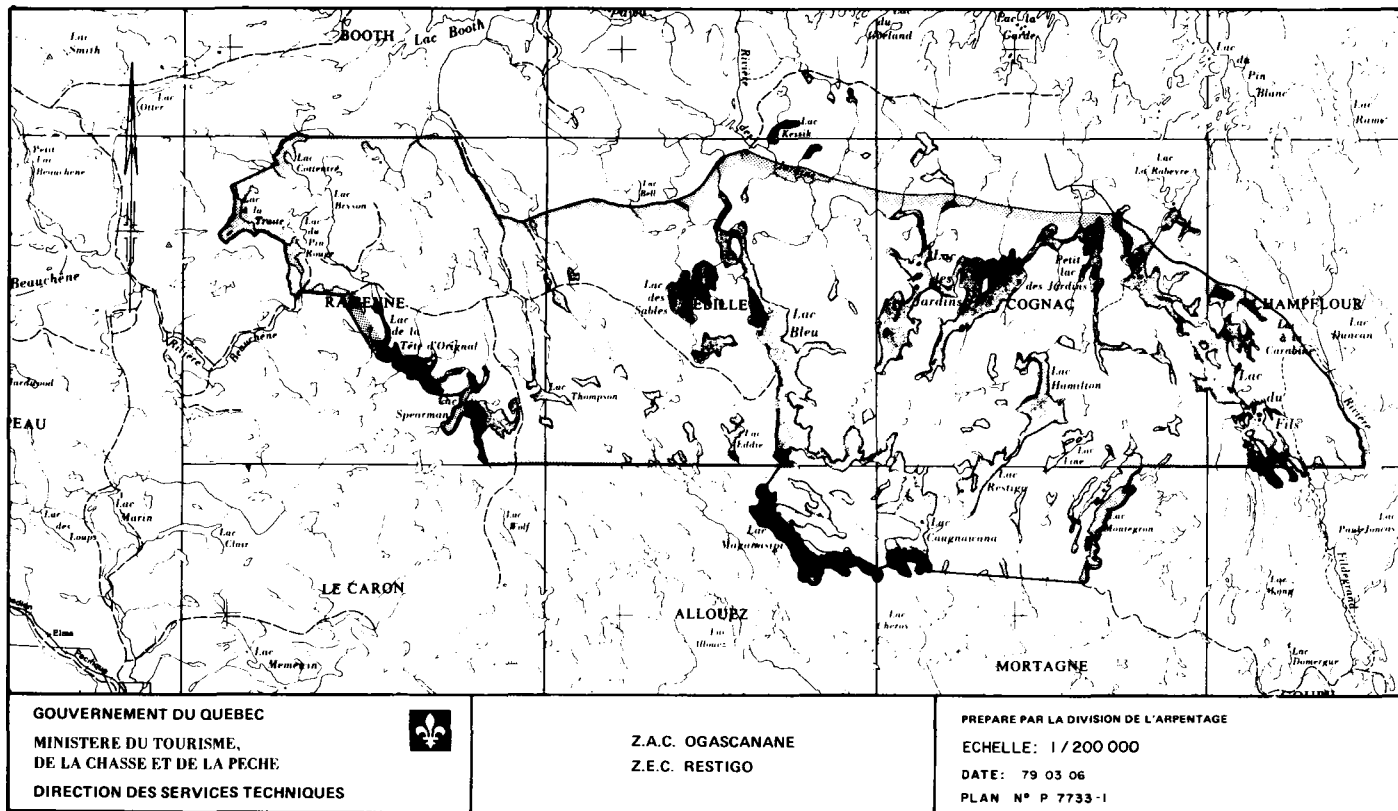
A territory situated in the county municipality of Témiscamingue, in the townships of Cognac, Champflour, Goupil, Mortagne, Allouez, Sébille, Raisenne, containing seven hundred and fifteen square kilometres (715 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the separating line of the townships of Champflour and Goupil at the intersection with the western shore of lac du Cochon ; thence, in a general north-westerly direction, the western shore of lac du Cochon to its meeting with the northeastern right of way of the road alongside lac du Cochon ; thence, in a general northwesterly direction, the northeastern limit of the right of way of the road alongside the following lakes : à la Carabine, La Rabeyre, du Fils, to the meeting with the southwestern limit of the right of way of Maniwaki-Témiscaming road (new lay out) ; thence, westerly, the said right of way to the meeting with the northern limit of the right of way of the road west of lac Kessick and south of lac Lindsay ; thence, in a general southwesterly direction, the northern limit of the right of way of the said road to the meeting with the western limit of the path leading to the southern end of lac Booth ; thence, northwesterly, the said western limit of the path to the meeting with the line separating the townships of Booth and Raisenne ; westerly, the said line separating the townships to the meeting with the north shore of lac Cottentré ; thence, westerly and southwesterly, the northern and western shore of lac Cottentré to the meeting with the most southwestern outlet of the said lake ; thence, southwesterly, a straight line to the meeting with the most northern point of the shore of lac à la Truite ; thence, in a general southerly and then southeasterly direction, the western and southern shore of lac à la Truite ; the right bank of ruisseau à la Truite, the western shore of lac Pin-Rouge to the meeting with the portage trail of the said lake ; southerly, the said portage trail and its extension to the meeting with the southeastern limit of the right of way of the road originating from Kipawa ; thence, northeasterly and easterly, the said right of way of the road to the meeting with the western limit of the right

of way of the road passing west of lac de la Tête-d'Orignal and including the area of land granted for the reception station ; thence, in a general southeasterly direction, the western limit of the right of way of the road alongside the western shore of lac de la Tête-d'Orignal to its meeting with the western shore of lac Spearman ; southwesterly, southeasterly, northeasterly and then southeasterly the western shore of lac Spearman to its most southern end ; southeasterly, the western bank of a tributary of lac Spearman to the separating line of the townships of Raisenne and Le Caron ; easterly, the separating line of the townships of Raisenne and Le Caron, Sébille and Allouez to its meeting with the portage trail between lac Bleu and lac Maganasipi ; thence, southwesterly, the said portage trail to its meeting with the northern shore of lac Maganasipi ; southerly and then southeasterly, the northern, western and southern shore of lac Maganasipi to its meeting with the portage trail situated at the eastern end of the said lake ; easterly, the portage trail between lac Maganasipi and lac Caugnawana ; thence, in a general easterly direction the southern shore of lac Caugnawana to its most southeastern end ; thence easterly, a straight line joining to last point at the southern end of lac du Pouce ; thence, northeasterly, the eastern shore of lac du Pouce, the eastern bank of the outlet of lac du Pouce, the southern and eastern shores of lac Montegron, the right bank of the outlet of lac Montegron to the separating line of the townships of Cognac and Mortagne ; thence, easterly, the separating line of the townships of Cognac and Mortagne, Champflour and Goupil, skirting lac du Fils to the south to the point of commencement.

# SCHEDULE A (s. 1)

O.C. 1329-79, (1979) 111 G.O., 3961





c. C-61, r.145

## Regulation respecting the Rivière aux Rats Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto, and described in this section constitutes the Rivière aux Rats Controlled Zone :

A territory situated in the county municipality of Lac Saint-Jean-Ouest, in the townships of Pelletier, La Trappe, Panneton, Hémon and Antoine and in unorganized territories, containing one thousand seven hundred and eighty-one square kilometres (1 781 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the southeastern corner of the dam situated at the southern end of lac aux Rats ; thence, in a general southeasterly direction, the southern shore of lac aux Rats to a point whose U.T.M. coordinates are 5 441 350 m N, 697 800 m E ; thence, easterly, a straight line to the western shore of a lake, a point whose U.T.M. coordinates are 5 441 250 m N, 702 250 m E ; thence, easterly and then northeasterly, the southern and eastern shore of the said lake to a point whose U.T.M. coordinates are 5 441 600 m N, 702 800 m E ; thence, northerly, to the meeting with the eastern shore of a lake, a point whose U.T.M. coordinates are 5 445 350 m N, 703 100 m E ; thence, in a general northwesterly direction, the northeastern and western shore of the said lake, the effluent of the said lake and the eastern shore of the lake whose U.T.M. coordinates are 5 447 000 m N, 702 300 m E ; thence, northeasterly, the southeastern limit of the right of way of the road passing north of the last lake to a point whose U.T.M. coordinates are 5 450 000 m N, 704 800 m E ; thence, northwesterly, a straight line to the meeting with the southeastern end of lac de l'Écluse ; thence, in a northwesterly, southerly, westerly, northwesterly and then northeasterly, the eastern, northern and western shore of lac de l'Écluse, the right bank of rivière de l'Écluse to the meeting with the left bank of rivière aux Rats ; northeasterly, the left bank of rivière aux Rats to a point whose U.T.M. coordinates are 5 474 000 m N, 706 500 m E ; thence, northeasterly, a straight line to the southern end of a lake, a point whose U.T.M. coordinates are 5 474 650 m N, 708 400 m E ; thence, northerly, the western shore of the said lake to a point whose U.T.M. coordinates are 5 477 000 m N, 708 700 m E ; thence, easterly and then northeasterly, a broken line whose

apexes are identified by the following U.T.M. coordinates : 5 477 000 m N, 710 700 m E ; 5 483 350 m N, 713 200 m E, the latter point being situated on the western shore of lac aux Oiseaux ; thence, northerly, the western shore of lac aux Oiseaux and the left bank of its tributary to the meeting with the southeastern limit of the right of way of the road passing east of Petit lac de l'Enclume ; thence, northerly, the said limit of the right of way of the road passing east of Petit lac de l'Enclume and of Grand lac de l'Enclume to a point whose U.T.M. coordinates are 5 494 350 m N, 713 400 m E ; thence, in a general northwesterly direction, a line of 2 drainage basins and a broken line whose apex coordinates are 5 495 400 m N, 712 450 m E ; 5 496 500 m N, 711 150 m E ; 5 497 750 m N, 709 000 m E ; 5 500 000 m N, 708 100 m E ; 5 500 000 m N, 710 250 m E ; 5 504 300 m N, 710 950 m E ; 5 506 300 m N, 709 000 m E, the point being situated on the left bank of rivière Bureau ; thence, northerly, the left bank of rivière Bureau, the eastern shore of lac Bureau to its northern end, a point whose U.T.M. coordinates are 5 517 550 m N, 708 050 m E ; thence, in a general northwesterly direction, a broken line whose apexes are identified by the following U.T.M. coordinates : 5 519 900 m N, 708 750 m E ; 5 526 600 m N, 705 500 m E ; 5 530 050 m N, 705 650 m E ; thence, northwesterly, the limit of 2 drainage basins, a few points of which are identified by the following U.T.M. coordinates : 5 530 900 m N, 705 200 m E ; 5 533 450 m N, 704 400 m E ; thence, a straight line to a point situated on the eastern bank of rivière aux Rats, a point whose U.T.M. coordinates are 5 535 000 m N, 703 550 m E ; thence, northwesterly, the eastern bank of rivière aux Rats to the northern end of the lake situated at its head ; thence, northerly, a straight line to the meeting with the 50° parallel of latitude north ; thence, westerly, the said line of the 50° parallel to the meeting with the right bank of the tributary of lac Cochon ; southeasterly, the right bank of the tributary of lac Cochon, the western shore of lac Cochon, the right bank of the tributary of Petit lac aux Rats, the western shore of Petit lac aux Rats and the western limit of the right of way of the road alongside Petit lac aux Rats to a point whose U.T.M. coordinates are 5 528 000 m N, 692 900 m E ; thence westerly, a straight line to a point whose U.T.M. coordinates are 5 528 000 m N, 690 000 m E ; southerly, a line of 2 drainage basins whose apexes are identified by the following U.T.M. coordinates : 5 526 500 m N, 689 500 m E ; 5 524 000 m N, 689 900 m E ; 5 522 400 m N, 690 400 m E ; 5 519 600 m N, 690 850 m E ; 5 518 100 m N, 690 000 m E ; thence, southerly, a straight line to a point whose U.T.M. coordinates are 5 507 800 m N, 690 000

m E ; thence, a line of 2 drainage basins whose apexes are identified by the following U.T.M. coordinates : 5 505 750 m N, 690 650 m E ; 5 504 100 m N, 692 200 m E ; thence, southwesterly, a straight line to the meeting with the left bank of Petite rivière aux Rats, a point whose U.T.M. coordinates are 5 501 750 m N, 691 000 m E ; southeasterly, the left bank of Petite rivière aux Rats to a point whose U.T.M. coordinates are 5 498 450 m N, 693 900 m E ; thence, northwesterly, a straight line to the meeting with the eastern end of lac Bergeron ; thence, southwesterly, the northwestern shore of the said lake to its western end ; thence, southwesterly, a straight line to a point situated on the western shore of a lake, a point whose U.T.M. coordinates are 5 492 200 m N, 683 450 m E ; thence, a broken line whose apexes are identified by the following U.T.M. coordinates : 5 490 250 m N, 684 150 m E ; 5 487 900 m N, 684 450 m E ; 5 486 000 m N, 684 800 m E ; 5 485 600 m N, 683 150 m E ; 5 480 000 m N, 682 300 m E ; 5 480 000 m N, 680 450 m E ; 5 474 100 m N, 682 900 m E, the latter point being situated on the western shore of the lake west of lac du Brochet ; southeasterly, the western and southern shore of the said lake, the right bank of its effluent, the southwestern shore of lac du Brochet, the right bank of its effluent, the southwestern shore of Petit lac Travers to a point whose U.T.M. coordinates are 5 468 550 m N, 686 850 m E ; thence, southerly, to a point 5 464 700 m N, 686 850 m E ; thence, westerly, to a point 5 464 700 m N, 686 000 m E ; thence, southerly, skirting the first lake met there to the west and the second to the east to point 5 458 200 m N, 686 000 m E ; thence, easterly, to the meeting with the right bank of rivière de la Perdrix Blanche, a point whose U.T.M. coordinates are 5 458 300 m N, 695 950 m E ; thence, southeasterly, the right bank of rivière de la Perdrix Blanche, the western shore of lac aux Rats to the existing dam ; thence, southeasterly, the northeastern limit of the dam to the point of commencement.

**GOUVERNEMENT DU QUEBEC**  
**MINISTÈRE DU TOURISME DE LA CHASSE ET DE LA PÊCHE**  
**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. MISTASSINI**  
**Z.E.C. RIVIÈRE AUX RATS**

**PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE**

**ECHELLE : 1 / 400 000**

**DATE 79 04 09**  
**PLAN N° P-7813**



c. C-61, r.146

## Regulation respecting the Rivière-Blanche Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Rivière-Blanche Controlled Zone :

A territory which is a part of the county municipalities of Portneuf and Québec and situated in the townships of Larue, Neilson, Tonti and Lasalle covering an area of four hundred and seventy-three square kilometres (473 km<sup>2</sup>), and whose perimeter may be described as follows :

Starting from a point situated at the meeting point of the division line of the townships of Larue and Neilson, with a line parallel to and sixty and thirty-five hundredths metres (60,35 m) distant southwest of the southwestern shore of Batiscan Lake ; thence mainly northwesterly, southwesterly and northwesterly, following the said parallel line, southwesterly of the southwestern shore of Batiscan Lake, and successively southwesterly, southeasterly and southwesterly of the left bank of Aux Éclairs River to its meeting with the left bank of Batiscan River ; thence southwesterly, following the left bank of Batiscan River to the division line of the townships of Larue and Lasalle ; southeasterly, following the northeastern limit of Range X of the township of Lasalle ; southwesterly, following the southeastern limit of Range X of the said township ; southeasterly, following the northeastern limit of lot 54 of Range IX to the creek flowing through the said lot ; thence mainly westerly, following the left bank of the said creek to its meeting with the left bank of the Batiscan River at the level of lot 51 ; thence southeasterly, following the left bank of Batiscan River to the northeastern end of lot 22 of the Batiscan River range ; thence southeasterly, following the northeastern limit of lot 22 ; southwesterly, following the southeastern limit of the Batiscan River range ; southeasterly, along the northeastern limit of lot 17 of the said range ; thence northeasterly, southeasterly and southwesterly, following the limit of Block A ; southeasterly, following the northeastern limit of lot 12 ; southwesterly, following the southeastern limit of the Batiscan River range ; southeasterly, following the northeastern limit of lot A of Range V ; southwesterly, following the southeastern limit of lot A of Range V to the northern limit of the right of way of Miguick Road ; thence mainly southeasterly, following the said right of way to its intersection with the

division line of Ranges I and II of the township of Tonti ; thence, azimuth 65°51', five and six hundred and forty-six thousandths kilometres (5,646 km), to the effluent of Jumeau Lake number two (Lorenzo Lake) ; thence, azimuth 140°35', two and three hundred and thirty-three thousandths kilometres (2,333 km) ; thence, azimuth 90°00', two and nine hundred and seventy-seven thousandths kilometres (2,977 km) skirting À la Cabane Lake to the north ; thence, azimuth 3°55', three and six hundred and twenty thousandths kilometres (3,620 km) to the northern end of Cristal Lake ; thence going north thirty-eight degrees two minutes east (N. 38°02' E.) to its intersection with the southern limit of the right of way of the road leading to Insipide Lake skirting to the west the lakes met there ; thence southeasterly, following the southern limit of the right of way of the said road to its meeting with the left shore of the effluent of the said lake ; thence northerly, following the left shore of the effluent of the said lake, the eastern shore of the lake, the left bank of its tributary, the eastern and northern shores of Gorren Lake to its meeting with the left bank of its tributary ; thence northeasterly, in a straight line skirting Annette Lake to the west joining the last point at the southeastern end of Batiscan Lake at a distance of sixty and thirty-five hundredths metres (60,35 m) southeast of the southeastern shore of the said lake, a point whose U.T.M. coordinates are 5 246 200 m N and 283 550 m E ; thence following the said line to the starting point.

**Gouvernement du Québec**  
Ministère du Loisir  
de la Chasse et de la Pêche  
Direction des services techniques

Préparé par Service de l'acquisition d'immeubles

**Z.A.C. PORTNEUF**  
**Z.E.C. DE LA RIVIÈRE-BLANCHE**

ÉCHELLE: 1/200 000

DATE: 1981 10 22

PLAN N° P-7992



c. C-61, r.147

## Regulation respecting the Saint-Patrice Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Saint-Patrice Controlled Zone :

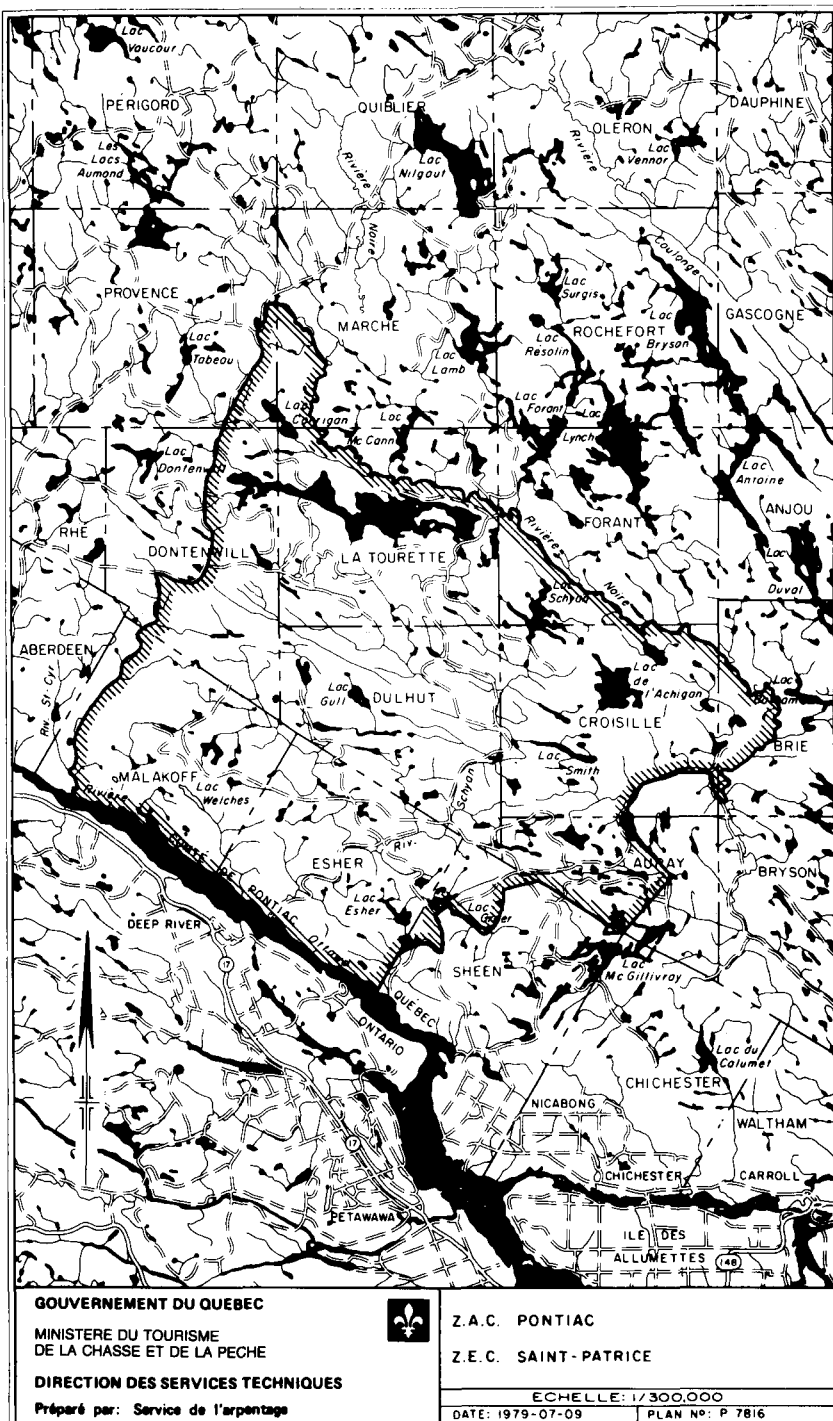
A territory situated in the county municipality of Pontiac, in the townships of Malakoff, Esher, Sheen, Auray, Croisille, Dulhut, Brie, Dontenwill, La Tourette, Forant, Marche, Provence, containing one thousand two hundred and eighty-nine square kilometres (1 289 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at the meeting point of the left bank of ruisseau Boom and rivière des Outaouais, thence, northeasterly, the left bank of ruisseau Boom to the meeting with the left bank of the effluent of lac Blond ; thence, northerly, the left shore of the effluent of lac Blond ; the east shore of lac Blond ; the left shore of the tributary of the said lake ; the east shore of the lake situated to the north of lac Blond ; the left shore of the tributary of the said lake to the meeting with the southern limit of the right of way of the road passing to the north of the said lake ; thence, in a general southeasterly then northeasterly direction, the southern and eastern limit of the said road passing along the following lakes : La Truite, Hogan, Saint-Patrice, Corrigan, de l'Isle-Dieu, Petitot to the northern end of the latter ; thence, southerly, to the northern shore of lac Petitot ; thence, in a general southeasterly direction, the eastern shore of lac Petitot ; the left shore of the effluent of lac Petitot and its extension to the meeting with the left bank of rivière Noire ; thence, in a general southeasterly then southwesterly direction, the left bank of rivière Noire to the meeting with the extension of the right bank of ruisseau Luck ; thence, northwesterly, the right bank of ruisseau Luck to the meeting with the western limit of the right of way of the road along ruisseau Luck ; thence, northwesterly and southwesterly, the western, southern and eastern limit of the right of way of the said road to a point whose coordinates U.T.M. are 5 115 300 m N, 338 900 m E ; thence, southerly, to the meeting with the northeastern shore of lac Papin ; thence, the eastern shore of lac Papin to its southern end ; thence, southeasterly, a straight line to a point whose coordinates U.T.M. are 5 109 600 m N, 340 200 m E ; thence, southwesterly, a straight line to the meeting point of the town-

ships of Chichester, Sheen, Auray ; thence, westerly, to a point whose coordinates U.T.M. are 5 105 950 m N, 336 400 m E ; thence, northerly, to the separating line of the townships of Sheen and Auray ; northwesterly, the said separating line of the townships to the northwestern corner of lot 28 of Range XII of the township of Sheen ; thence, westerly to the meeting with the southeastern limit of the right of way of road between lac Tremblay and lac Greer ; thence southerly a straight line to the meeting with the northeastern shore of a lake, a point whose coordinates U.T.M. are 5 108 250 m N, 329 100 m E ; thence, southerly, the eastern shore of the said lake, the left shore of the effluent of the said lake ; thence, southwesterly, the southeastern, southern, southwestern shore of lac Tremblay to the meeting with the southeastern limit of the right of way of the road between lac Tremblay and lac Greer ; thence, southwesterly, the southeastern limit of the said right of way to the meeting with the eastern limit of the right of way of the road leading to lac McCool ; southerly, the eastern limit of the right of way of the said road to the meeting with the extension of the southwestern limit of the right of way of the road leading to lac à l'Oiseau ; thence, northwesterly, the southwestern limit of the said right of way to the eastern shore of lac à l'Oiseau ; thence, southwesterly, the southeastern shore of lac à l'Oiseau to its south end ; thence, westerly, a straight line to the separation line of the townships of Sheen and Esher ; thence, southwesterly, the said separating line of the townships to the left bank of rivière des Outaouais ; thence, northwesterly, the said bank of rivière des Outaouais to the point of commencement.



**SCHEDULE A**  
(s. 1)



O.C. 620-80, (1980) 112 G.O. II, 1313



c. C-61, r.148

## **Regulation respecting the Tawachiche Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Tawachiche Controlled Zone :

A territory situated in the county municipalities of Champlain and Portneuf in the townships of Marmier, Hackett, Le Jeune and Lapeyrère, containing two hundred and twenty-seven square kilometres (227 km<sup>2</sup>) and whose perimeter is described as follows :

Commencing at a point situated at the intersection of the separating line of the county municipalities of Champlain and Portneuf and the limit of the Portneuf Reserve, a point whose U.T.M. coordinates are 5 219 075 m N, 698 950 m E, thence, southwesterly, the limit of the county municipalities of Champlain and Portneuf to a point whose coordinates are 5 214 475 m N and 694 625 m E skirting lac Héloïse on the southern shore ; thence, the northeastern limit of the township of Marmier skirting lac Sarto on the northeastern shore ; thence, southwesterly, the separating line of the townships of Marmier-Chavigny to a point whose coordinates are : 5 201 700 m N and 694 100 m E, skirting lac des Trois-Camps and lac Arcale on the southeastern shore ; thence, northwesterly and southwesterly, a broken line whose apex coordinates are : 5 202 350 m N and 693 325 m E to the northeastern limit of the right of way of the railroad and whose coordinates are : 5 200 725 m N and 691 850 m E ; thence, northwesterly, the northeastern limit of the right of way of the railroad ; the southwestern shore of lac Little Masketsi, the west bank of the tributary of lac Masketsi, the southwestern shore of lac Masketsi, the northeastern limit of the right of way of the railroad to a point whose coordinates are : 5 214 250 m N and 682 900 m E, thence southeasterly, to a point whose coordinates are 5 214 180 m N and 683 340 m E ; thence, northeasterly, the northwest bank of rivière aux Eaux-Mortes to its meeting with the limit of the Portneuf Reserve ; thence, easterly, southeasterly, northeasterly and southeasterly, along the limit of the Portneuf Reserve to the point of commencement.

GOUVERNEMENT DU QUÉBEC  
 MINISTÈRE DU TOURISME  
 DE LA CHASSE ET DE LA PÊCHE  
 DIRECTION DES SERVICES TECHNIQUES

Z.A.C. MATTAWIN  
 Z.E.C. TAWACHICHE

PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE  
 ECHELLE: 1/125 000  
 DATE 79 02 08  
 PLAN N° 142



c. C-61, r.149

## **Regulation respecting the Tourelle-des-Monts Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Tourelle-des-Monts Controlled Zone :

A territory situated in the county municipality of Gaspé-Ouest, in the townships of Tourelle, Cap-Chat and La Potardière containing one hundred and ninety-six square kilometres (196 km<sup>2</sup>) and whose perimeter may be described as follows :

Commencing at a point situated at the intersection of the eastern limit of the township of Tourelle with the northern limit of Range VII of the said township ; thence southwesterly, following the said limit of Range VII to the northeastern limit of lot 13 of the eastern range of Castor Stream ; thence southeasterly, following the southeastern limit of lot 13 ; thence southwesterly, following the southwestern limit of lot 13 ; thence northwesterly, following the southwestern limit of lot 13 ; thence southwesterly, following the northwestern limit of lot 13 of the western range of Castor Stream ; thence southwesterly, following the northwestern limit of Range VII to the southwestern limit of lot 3 ; thence southeasterly, following the said limit of lot 3 ; thence southwesterly, following the northern limit of Range VIII ; thence southeasterly, following the southwestern limit of the township of Tourelle to its meeting with the northern limit of De la Gaspésie Park to a point whose U.T.M. coordinates are 5 430 800 m N and 694 950 m E, skirting Saint-Ignace Lake to the west ; thence easterly, following the said limit whose apex coordinates are 5 431 200 m N and 702 500 m E ; 5 428 250 m N and 712 600 m E ; thence northerly, following a broken line being the western limit of the Chic-Chocs Wildlife Sanctuary whose apex coordinates are 5 429 900 m N and 712 400 m E ; 5 431 650 m N and 713 100 m E ; 5 433 200 m N and 713 000 m E ; 5 433 400 m N and 713 100 m E ; the latter point situated on the northeastern limit of the township of La Potardière ; thence northwesterly, following the northeastern limit of the township of La Potardière and Tourelle to the point of commencement.

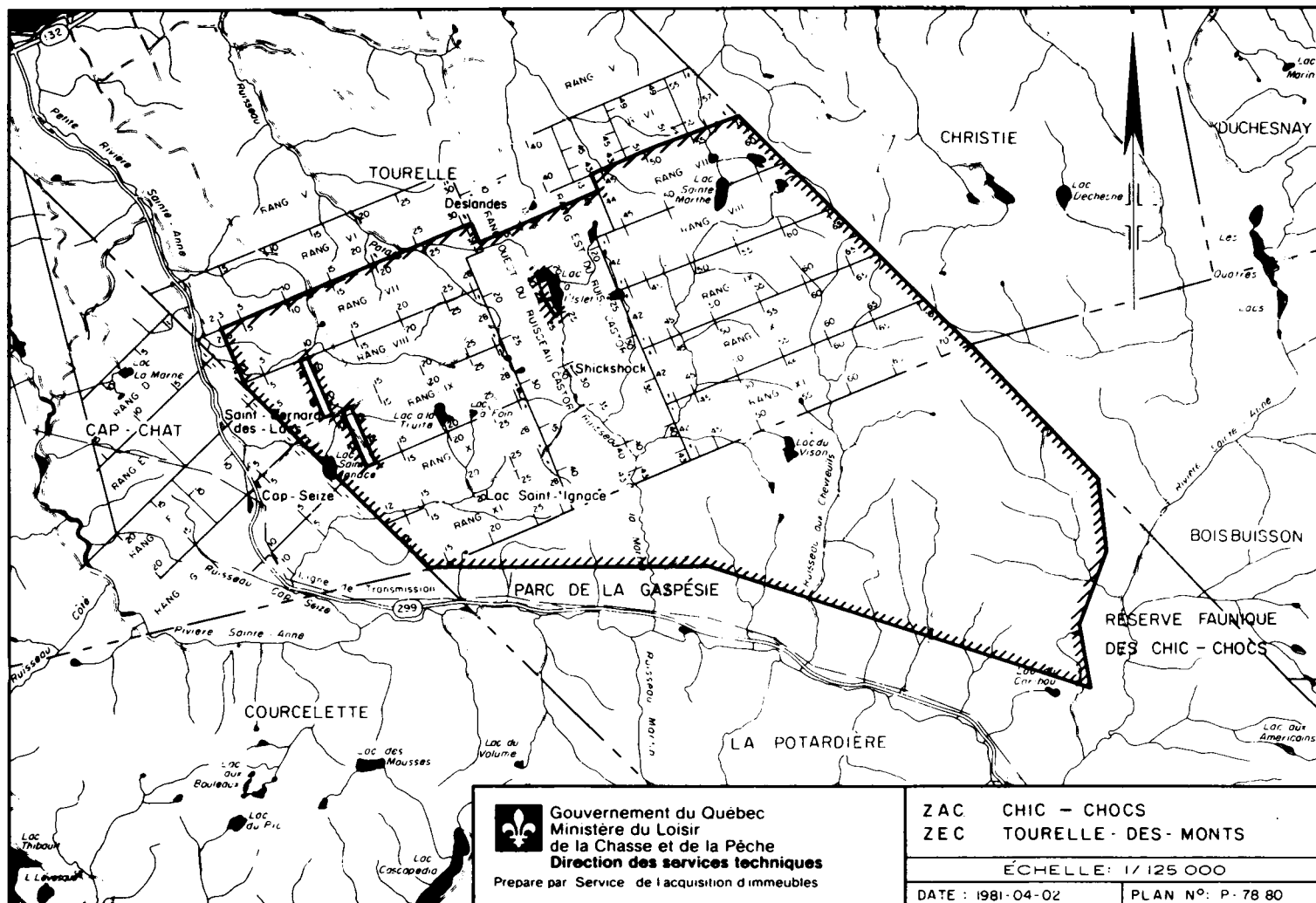
Less and to withdraw from such territory the following patented lots :

(1) Lot 9 of Range VIII ;

(2) Lot 11 of Range IX ;

(3) The part of lots 20, 23 and 24 of the eastern range of Castor Stream situated west of the lake.

O.C. 1512-79, (1979) 111 G.O., 4295  
O.C. 3197-81, (1981) 113 G.O.II, 3585





c. C-61, r.150

## **Regulation respecting the Varin Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory, whose plan appears in Schedule A hereto and described in this section constitutes the Varin Controlled Zone :

A territory situated in the county municipality of Saguenay, township of Morency and partly in an unorganized territory, containing four hundred and eighty-eight square kilometres (488 km<sup>2</sup>), the perimeter of which is described as follows :

Commencing at a point situated at the intersection of the left bank of rivière aux Outardes with the northern limit of the township of Eudes ; thence easterly, to the western limit of the right of way of the road alongside rivière Georges-Tremblay ; northerly and easterly, the western and northern limit of the right of way of the said road to the intersection with the western limit of the right of way of route 389 ; northerly, the western limit of route 389 to a point whose U.T.M. coordinates are : 5 466 425 m N and 539 530 m E ; westerly, northwesterly and easterly, along the limit of the CEGEP Hauterive territory whose apex coordinates are : 5 466 425 m N and 539 150 m E ; 5 475 150 m N and 537 125 m E ; 5 475 160 m N and 537 840 m E ; thence, in a general northwesterly direction along the western limit of the right of way of route 389 ; westerly, the southern limit of the right of way leading to Complexe hydro-électrique d'Outardes Quatre to the east bank of rivière aux Outardes ; thence, in a general southeasterly direction, the northeast (left) bank of rivière aux Outardes to the point of commencement.

**GOUVERNEMENT DU QUEBEC**

**MINISTÈRE DU TOURISME  
DE LA CHASSE ET DE LA PÊCHE**

**DIRECTION DES SERVICES TECHNIQUES**

**Z.A.C. MANICOUAGAN**

**Z.E.C. VARIN**

**PRÉPARÉ PAR LA DIVISION DE L'ARPENTAGE**

**ECHELLE : 1/200 000**

<b>DATE</b> 79 02 08
<b>PLAN N°</b> 136



c. C-61, r.151

## Regulation respecting the Wessonneau Controlled Zone

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the Wessonneau Controlled Zone :

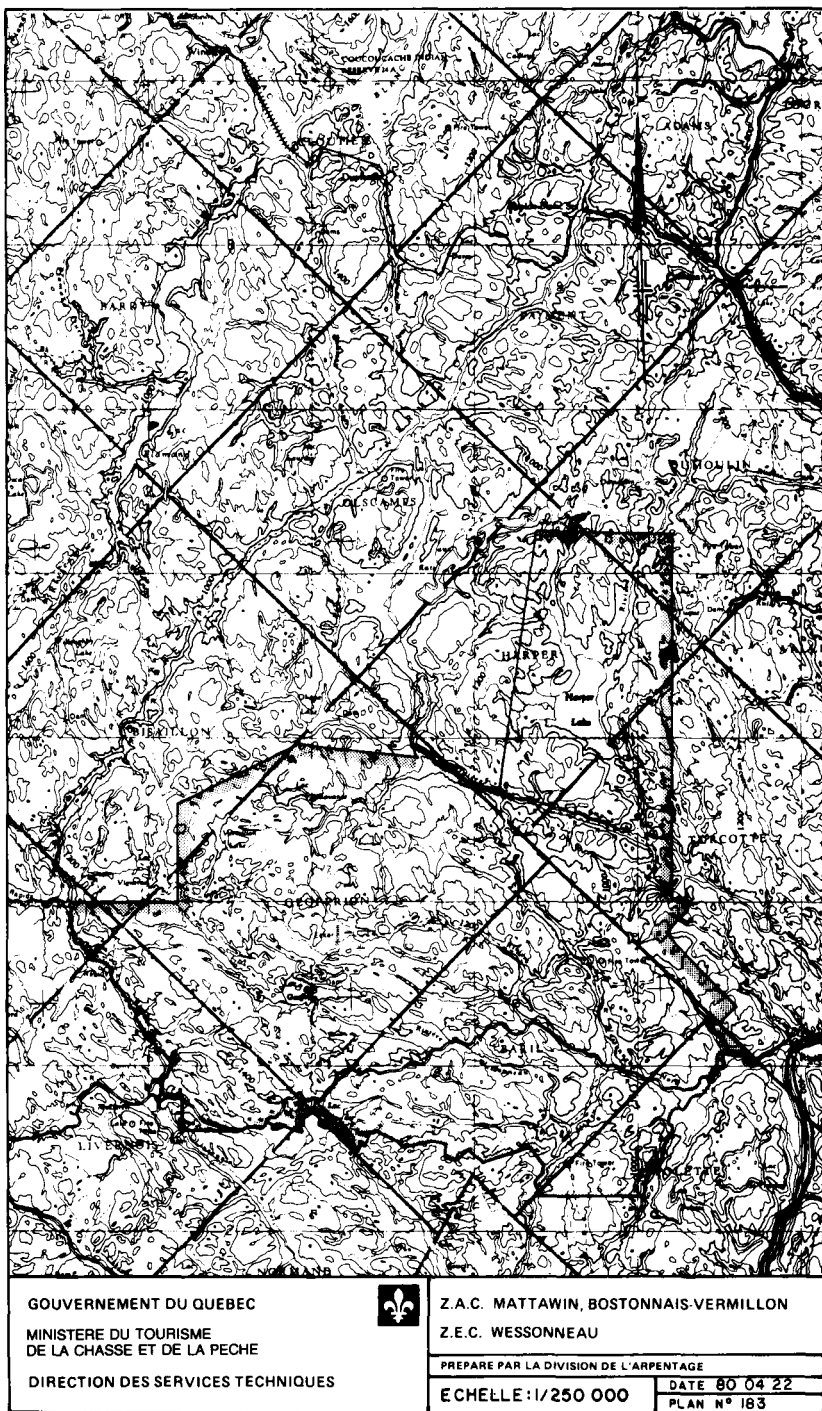
A territory situated in the county municipality of Champlain, in the townships of Polette, Baril, Livernois, Normand, Geoffrion, Picard, Bisailon, Harper, Turcotte and Dumoulin, covering an area of nine hundred and twenty-one square kilometres (921 km<sup>2</sup>), and whose perimeter is described as follows :

Starting from a point situated on the division line of the townships of Turcotte and Polette and the left bank of rivière Wessonneau and whose coordinates are : 5 230 300 m N and 657 350 m E ; thence southwesterly, following the limit of the Saint-Maurice Wildlife Sanctuary, the normal high-water mark of the left bank of rivière Wessonneau to a point whose coordinates are : 5 222 100 m N and 650 250 m E ; thence westerly, to the right bank of rivière Wessonneau-Sud ; thence northerly, following the right bank of rivière Wessonneau-Sud to a point whose coordinates are : 5 224 200 m N and 644 500 m E ; thence westerly and southwesterly, following a broken line whose coordinates are : 5 225 200 m N and 643 550 m E ; 5 224 300 m N and 640 550 m E ; 5 224 850 m N and 639 500 m E ; 5 224 300 m N and 638 875 m E ; 5 224 475 m N and 638 325 m E ; 5 225 500 m N and 638 300 m E ; 5 225 700 m N and 637 450 m E ; 5 225 000 m N and 635 525 m E ; 5 225 500 m N and 635 300 m E ; 5 225 950 m N and 634 000 m E ; 5 225 850 m N and 633 700 m E ; thence in a general southwesterly, northwesterly then southerly direction, following the left bank of the tributary of lac du Fou, the southwest shore of lac du Fou, the right bank of the effluent of lac du Barrage, the east shore of lac du Barrage to the meeting point with the division line of the townships of Livernois and Normand ; thence southwesterly, following a straight line to a point whose coordinates are : 5 226 550 m N and 629 350 m E ; thence in a general southerly and northwesterly direction, following the east shore of lac du Barrage, the right of the effluent of lac du Croissant, the south and west shore of lac du Croissant to the tributary of the said lake ; thence in a general northwesterly direction, following the right bank of the tributary of lac du Croissant to the south right of way of

the road met there ; thence in a general westerly direction, following the south right of way of the said road to a point whose coordinates are : 5 226 200 m N and 625 000 m E ; thence westerly and northerly, following a broken line whose coordinates are : 5 226 200 m N and 621 825 m E ; 5 228 275 m N and 621 825 m E to the east bank of rivière Livernois and whose coordinates are : 5 228 275 m N and 620 825 m E ; thence northwesterly, following the east bank of rivière Livernois to its meeting with the south bank of rivière Vermillon and whose coordinates are 5 239 850 m N and 615 200 m E ; thence easterly, northerly, northeasterly, southeasterly and northwesterly, following a broken line whose apex coordinates are : 5 239 950 m N and 621 625 m E ; 5 246 325 m N and 621 550 m E ; 5 249 525 m N and 629 025 m E ; 5 248 850 m N and 636 450 m E ; to a point situated on the north bank of rivière aux Rats and whose coordinates are : 5 249 650 m N and 636 200 m E ; thence southeasterly, following the north bank of rivière aux Rats to a point whose coordinates are : 6 246 800 m N and 641 450 m E ; thence northeasterly, following the limit of the purveyor J. Émile Goyette and that of B. and B. to a point whose coordinates are : 5 262 200 m N and 643 600 m E skirting the lake met there to the western shore ; thence easterly, to a point whose coordinates are : 5 262 500 m N and 652 000 m E ; thence southerly, to a point situated on the northeast bank of rivière aux Rats and whose coordinates are : 5 240 700 m N and 652 000 m E ; skirting lac Bleu to the east and the other two lakes met there to the west ; thence southeasterly, following the northeast bank of rivière aux Rats to a point whose coordinates are : 5 239 650 m N and 653 000 m E ; thence southwesterly and south-easterly, following a broken line whose coordinates are : 5 238 075 m N and 651 400 m E ; 5 233 350 m N and 655 550 m E to a point situated on the northeastern limit of the township of Turcotte and whose coordinates are : 5 232 650 m N and 654 850 m E ; thence following the division line of the townships of Turcotte and Polette to the starting point.



**SCHEDULE A**  
(s. 1)



O.C. 760-79, (1979) 111 G.O., 3325

O.C. 2453-80, (1980) 112 G.O.II, 3901 and 4344



c. C-61, r.152

## **Regulation respecting the York-Baillargeon Controlled Zone**

Wild-life Conservation Act  
(R.S.Q., c. C-61, s. 81.2)

**1.** The following territory whose plan appears in Schedule A hereto and described in this section constitutes the York-Baillargeon Controlled Zone :

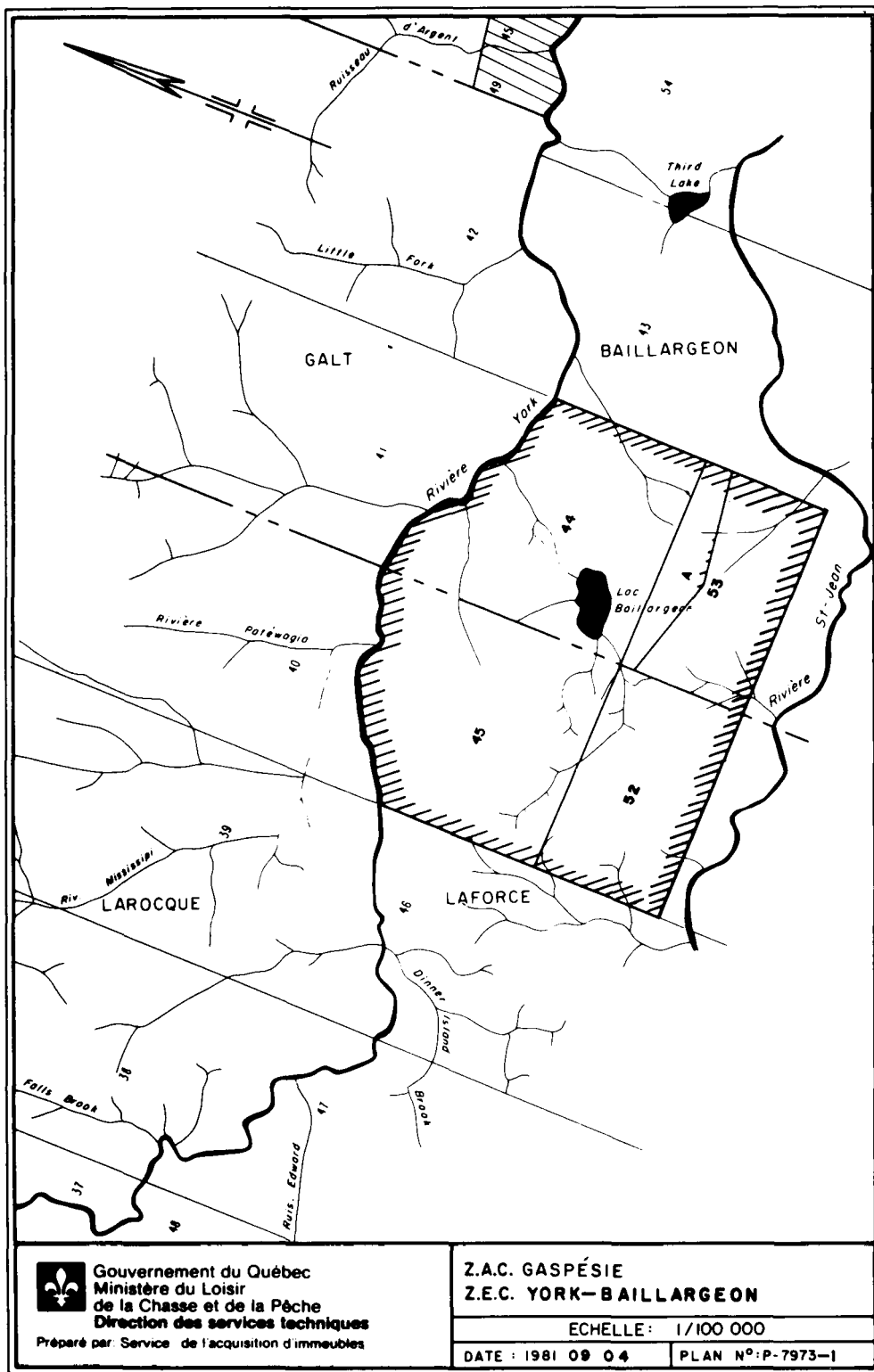
A territory situated in the townships of Baillargeon and Laforce, in the county municipality of Gaspé-Est, covering an area of eighty-two square kilometres (82 km<sup>2</sup>), comprising the following territory :

(a) Blocks A, 44 and the part of Block 53 north of the line dividing Ranges V and VI of the township of Baillargeon ;

(b) Block 45 and the part of Block 52 north of the line dividing Ranges V and VI of the township of Laforce.

Not included in this territory is a strip of land 60,35 m wide running along the York River.

**SCHEDULE A**  
(s. 1)





c. C-61, r.153

## Regulation respecting controlled zones

Wild-life Conservation Act

(R.S.Q., c. C-61, s. 81.2, subpar. a and c)

**1.** This Regulation is applicable to controlled zones listed in Schedule 1.

**2.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

“principal holder’s card” : a card issued by an association certified by the Minister of Recreation, Fish and Game, to a resident or non-resident who applies for same ;

“dependent’s card” : a card issued free of charge to any person who proves his relationship of dependency with the holder of a principal holder’s card, as a spouse or as a child under 18 years of age ;

“season card” : a card issued to any person who applies for same allowing him to pay a set rate for travel purposes.

**3.** For the purposes of hunting and fishing in a controlled zone, a fisherman or a hunter must be the holder of a principal holder’s card or a dependent’s card.

**4.** The cost of a principal holder’s card is :

(1) 25 \$ for a resident ; and

(2) at least 35 \$ and no more than 50 \$ for a non-resident.

**5.** The holder of a principal holder’s card issued by a certified association, other than that managing the said controlled zone, must pay a contribution of 5 \$ per day at the reception station at the point of entry into the controlled zone.

**6.** A person who, for recreational purposes, uses the road system maintained by the association certified for a controlled zone must, when required, pay a contribution of no more than 5 \$ per stay or present a season card, of no more than 50 \$ per year, issued by the controlled zone that is visited.

**7.** A person who visits a controlled zone must, when required, register at a reception station, if one exists, at the point of entry and exit.

**8.** A person who, for recreational purposes, uses the road system between 23 h and 6 h must pay an additional contribution of no more than 3 \$ per vehicle.

**9.** This Regulation does not apply to hunting and fishing in territories under lease to an outfitter nor on private lands which are included in a controlled zone.

**10.** The owners of buildings situated in a controlled zone must have a principal holder’s card or a dependent’s card issued by the association certified for that controlled zone.

## SCHEDULE 1

(s. 1)

<i>Name of controlled zone</i>	<i>Regulation establishing the controlled zone</i>
Anse Saint-Jean	c. C-61, r.91
Bas Saint-Laurent	c. C-61, r.92
Batiscan-Neilson	c. C-61, r.93
Bessonne	c. C-61, r.94
Borgia	c. C-61, r.95
Boullé	c. C-61, r.96
Bras-Coupé-Desert	c. C-61, r.97
Buteux-Bas-Saguenay	c. C-61, r.98
Capitachouane	c. C-61, r.99
Casault	c. C-61, r.100
Chapais	c. C-61, r.101
Chapeau de Paille	c. C-61, r.102
Chauvin	c. C-61, r.103
Collin	c. C-61, r.104
Des Anses	c. C-61, r.105
Des Martres	c. C-61, r.106
Des Nymphes	c. C-61, r.107
Des Passes	c. C-61, r.108
Dumoine	c. C-61, r.109
Festubert	c. C-61, r.110
Flamand	c. C-61, r.111
Forestville	c. C-61, r.112
Frémont	c. C-61, r.113
Gros Brochet	c. C-61, r.114
Iberville	c. C-61, r.115
Jaro	c. C-61, r.116

Jeannotte	c. C-61, r.117
Kiskissink	c. C-61, r.118
Labrieville	c. C-61, r.119
Lac au Sable	c. C-61, r.120
Lac Brébeuf	c. C-61, r.121
Lac de la Boiteuse	c. C-61, r.122
La Croche	c. C-61, r.123
La Lièvre	c. C-61, r.124
Lavigne	c. C-61, r.125
Le Sueur	c. C-61, r.126
Louise-Gosford	c. C-61, r.127
Maganasipi	c. C-61, r.128
Maison de Pierre	c. C-61, r.129
Mars-Moulin	c. C-61, r.131
Martin-Valin	c. C-61, r.132
Mazana	c. C-61, r.134
Ménokéosawin	c. C-61, r.135
Mitchinamécus	c. C-61, r.136
Nordique	c. C-61, r.137
Normandie	c. C-61, r.138
Onatchiway-est	c. C-61, r.139
Owen	c. C-61, r.140
Petawaga	c. C-61, r.141
Pontiac	c. C-61, r.142
Rapides-des-Joachims	c. C-61, r.143
Restigo	c. C-61, r.144
Rivière aux Rats	c. C-61, r.145
Rivière-Blanche	c. C-61, r.146
Saint-Patrice	c. C-61, r.147
Tawachiche	c. C-61, r.148
Tourelle-des-Monts	c. C-61, r.149
Varin	c. C-61, r.150
Wessonneau	c. C-61, r.151
York-Baillargeon	c. C-61, r.152

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O.C. 305-81, (1981) 113 G.O.II, 817

O.C. 2861-81, (1981) 113 G.O.II, 3337



c. C-67, r.1

## Regulation respecting eligibility for the benefits of the Agreement concerning James Bay and Northern Québec

An Act approving the Agreement concerning James Bay and Northern Québec  
(R.S.Q., c. C-67, s. 2)

### DIVISION I INTERPRETATION

**1.** In this Regulation, unless the context indicates otherwise, the following expressions mean :

(a) “local enrollment committee” : a committee whose members are appointed in accordance with section 18 ;

(b) “Enrollment Commission” or “Commission” : the enrollment commission established by this Regulation ;

(c) “Cree community” : a group consisting of all members of a Cree band, within the meaning of the Indian Act, in the Territory, as well as all other persons who are entitled to be enrolled as beneficiaries of the Agreement and who are recognized by the band as belonging to such group ;

(d) “Inuit community” : each of the existing Inuit communities at George River, Akulivik, Fort Chimo, Tasiujaq, Aupaluk, Payne Bay, Koartak, Wakeham Bay, Sugluk, Ivugivic, Inoucdjouac, Fort George, Povungnituk, Great Whale River, as well as any Inuit community recognized by Québec and, subject to section 2.3 of the Agreement, Killinek ;

(e) “Agreement” : the agreement tabled in the National Assembly on 9 June 1976, as Sessional Documents Nos. 101 and 102 ;

(f) “Indian Act” : the Indian Act (R.S.C., 1970, c. I-6) ;

(g) “minor” : an unmarried male or female person who has not yet attained the age of 18 ;

(h) “recognition by a community” : in the case of the Crees, a resolution approved by a majority of the members of the band council, and in the case of the Inuit, a resolution approved by a majority of the board of directors of an Inuit community corporation as defined in Section 7 of the Agreement or, until such corporation is established, the majority of the members of an Inuit community council ;

(i) “adoption” : the adoption of a child who is a minor, effected pursuant to the laws relating to adoption in any of the provinces of Canada or pursuant to the customs of the Native people in the Territory ;

(j) “Secretary General” : the person responsible for the Registre de la population of the Ministère des Affaires sociales of Québec ;

(k) “Territory” : the Territory contemplated in the Agreement ;

(l) “local officer” : an agent appointed in accordance with subsection 2 of section 31 and subsection 8 of section 32.

### DIVISION II ENROLLMENT COMMISSION

**2.** An Enrollment Commission shall be established and entrusted with the drawing up of official lists of persons entitled to be enrolled, in accordance with the criteria set out in this Regulation, to benefit from the rights, privileges and benefits, granted by the Agreement.

**3.** The Enrollment Commission is composed of the following members :

(a) one person appointed by the Grand Council of the Crees for Québec ;

(b) one person appointed by the Northern Québec Inuit Association ;

(c) one person appointed by the Government of Canada ;

(d) one person appointed by the Gouvernement du Québec ;

(e) one person chosen by the 4 persons mentioned above ; in the case of disagreement on the choice of that person, he shall be appointed by the Government.

**4.** The Cree and Inuit members of the Enrollment Commission are entitled to a fixed remuneration of 100 \$ for each day of attendance at the meetings of the said Commission as well as to their travelling expenses to attend the said meetings.

**5.** The president of the Enrollment Commission is chosen from among its members and elected by them.

**6.** The majority of the members shall constitute the quorum of the Enrollment Commission at its meetings.

**7.** The Commission may :

- (a) fix the deadline for receiving the lists drawn up by the local enrollment committees ;
- (b) determine the places and dates of its sittings ;
- (c) set down its rules of procedure and evidence ;
- (d) in order to carry out its functions, duties and obligations and from the appropriations granted to it, make contracts, purchase moveable property, hire the necessary personnel on a contractual basis, issue, endorse and discount negotiable bills.

**8.** The accounts of the Enrollment Commission shall be audited by the Auditor-General of Québec once a year or, in addition, whenever so ordered by the Government.

### DIVISION III ELIGIBILITY

**9.** A person shall be entitled to be enrolled as a beneficiary under the Agreement and be entitled to benefit therefrom if on 15 November 1974, he was :

- (a) under the Indian Act, a member or a person entitled to be a member of one of the 8 Cree Indian bands of Québec, now designated as Waswanipi, Mistassini, Old Factory, Fort George, Eastmain, Rupert House, Nemaska and Great Whale River ;
- (b) a person of Cree ancestry ordinarily resident in the Territory ;
- (c) a person of Cree or Indian ancestry who is recognized by one of the Cree communities as having been a member thereof ;
- (d) the adopted child of a person mentioned in paragraphs *a*, *b* or *c*.

**10.** On or after 16 November 1974, a person is entitled to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom as a member of one of the Cree communities if he is :

- (a) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to section 9 or 11 ;

(b) the adopted child of a person described in section 9 or paragraph *a* provided such child is a minor at the time of the adoption.

**11.** After six months following the posting of the official lists referred to in paragraph *e* of section 20, a Cree community may, at its discretion, direct the General Secretariat to enroll as a beneficiary under the Agreement and as a person entitled to benefit therefrom a person who is of Cree ancestry provided such person :

- (a) was born in the Territory ; or
- (b) is ordinarily resident in the Territory ; and
- (c) would have been entitled to be enrolled with his descendants pursuant to section 9 or 10 but, through inadvertence or otherwise, was omitted from the official lists prepared by the Enrollment Commission in accordance with section 2 and paragraph *e* of section 20.

This section shall not prevent any person omitted from the official lists of beneficiaries prepared by the Enrollment Commission from exercising his right to appeal pursuant to Division V.

**12.** A person shall be entitled to be enrolled as a beneficiary under the Agreement and be entitled to benefit therefrom if on 15 November 1974 he was :

- (a) a person of Inuit ancestry who was born in Québec or is ordinarily resident in Québec or, if not ordinarily resident in the Territory, is recognized as a member thereof by one of the Inuit communities ; or
- (b) a person of Inuit ancestry who is recognized by one of the Inuit communities as having been on such date a member thereof ; or
- (c) the adopted child of a person described in paragraphs *a* or *b*.

**13.** On or after 16 November 1974, a person is entitled to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom, if he is :

- (a) a person who is a legitimate or illegitimate descendant in the male or female line of a person entitled to be enrolled pursuant to section 12 or 14 ;
- (b) the adopted child of a person described in section 12 or paragraph *a* provided such child is a minor at the time of the adoption ;
- (c) the lawful spouse of a person described in section 12, in paragraphs *a* or *b* of this section, or in section 14.

**14.** After six months following the posting of the official lists referred to in paragraph *e* of section 20, an Inuit community may, at its discretion, direct the General Secretariat to enroll as a beneficiary under the Agreement and as a person entitled to benefit therefrom a person who is of Inuit ancestry provided such person :

- (a) was born in Québec ; or
- (b) is ordinarily resident in the Territory ; and
- (c) would have been entitled to be enrolled with his descendants pursuant to section 12 or 13 but, through inadvertence or otherwise, was omitted from the official lists of beneficiaries prepared by the Enrollment Commission in accordance with section 2 and paragraph *e* of section 20.

This section shall not prevent any person omitted from the official lists of beneficiaries prepared by the Enrollment Commission from exercising his right to appeal pursuant to Division V.

**15.** In the event a person mentioned in sections 9 to 14 is absent from the Territory during 10 continuous years and is domiciled outside the Territory, such person shall not be entitled to exercise his rights or receive benefits under the Agreement. Upon such person re-establishing his domicile in the Territory, the right of such person to exercise his rights or to receive benefits under the Agreement shall revive.

**16.** A person who is entitled to be enrolled on both the Cree and Inuit lists, in accordance with the criteria set out in section 9 or 12, shall on or before a day fixed by the Enrollment Commission declare the list on which he wishes to be enrolled, and failing to so declare, the Commission shall decide the list on which that person shall be enrolled.

**17.** Notwithstanding any other provision in this Regulation, a person shall not be enrolled on more than one list. After the Enrollment Commission ceases to exist, a person entitled to be enrolled on both the Cree and Inuit lists upon attaining the age of majority, shall notify the General Secretariat as to the list on which he wishes to be enrolled, and failing to do so, the General Secretariat shall decide the list on which that person shall be enrolled.

#### DIVISION IV PROCEDURE

**18.** Each Cree and Inuit community shall, through its band council or community corporation council, designate 3 resident members respectively who will be appointed by the Enrollment Commission so as to constitute local enrollment committees. Each of these local enroll-

ment committees shall cease to exist simultaneously with the cessation of the Enrollment Commission pursuant to section 22.

**19.** The local enrollment committees shall :

- (a) publicize and provide information in respect of the enrollment process to members of the Cree and Inuit communities ;
- (b) supply application forms to any person wishing to apply for enrollment ;
- (c) receive applications for enrollment ;
- (d) prepare a list of all persons who, in their opinion, are entitled to be enrolled in accordance with the criteria set out in Division III ;
- (e) certify and forward the list to the Enrollment Commission on or before the date fixed by the latter ;
- (f) prepare a list of the names of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission ;
- (g) forward to the Enrollment Commission applications which, in their opinion, should be considered by another local enrollment committee.

**20.** The Enrollment Commission shall :

- (a) assist the local enrollment committees in carrying out their functions and responsibilities ;
- (b) prepare and provide such information and forms as may be necessary to enable the local enrollment committees to conduct the enrollment ;
- (c) refer to the appropriate local enrollment committee those applications for enrollment which are submitted directly to it by individual applicants and those applications which were made to the inappropriate local enrollment committee ;
- (d) review the lists of names submitted by the local enrollment committees pursuant to paragraphs *d*, *e* and *f* of section 19 and add thereto or delete therefrom the names of persons who may or may not be entitled to be enrolled in accordance with the criteria set out in Division III ;
- (e) on or before 1 November 1977, prepare, certify, publish and advertise the official lists and forward a copy to the council of Cree bands and to the board of directors of the Inuit community corporations or until they are established in the Inuit community councils, and shall cause a copy thereof to be posted in a place in the community where notices are ordinarily displayed ;



(f) notify the local enrollment committee of the names of all persons who have been added to or deleted from the lists prepared by the committee ;

(g) notify each applicant whose name has not been put on the official lists and notify each person whose name has been added to or deleted from the lists and inform that applicant or person of the reason for the Commission's decision and of his right to appeal.

**21.** Where the Commission ascertains that a local enrollment committee is not able to carry out the duties and functions provided by section 19 by the date fixed by the Commission, it may exercise any or all of the duties and responsibilities of that committee.

**22.** Within one month of the publication and posting of the official lists, or of the notifications mentioned in paragraph g of section 20 whichever is the later, the Commission shall deposit with the General Secretariat and the Minister of Indian Affairs and Northern Development a copy of the official lists, and all its official records and documents shall be deposited with the General Secretariat. The Enrollment Commission and the local enrollment committees shall then cease to exist.

#### **DIVISION V APPEAL**

**23.** An appeal board, designated as the Québec Native Appeal Board, is established to hear all appeals made in accordance with this Division. This appeal board is composed of one judge of the Provincial Court of Québec appointed by the Government.

**24.** Within 6 months after the posting of the official lists of beneficiaries in accordance with paragraph e of section 20 an appeal shall lie to the Québec Native Appeal Board in respect to the omission, inclusion, exclusion or deletion of the name of a person to or from such lists.

**25.** Within 6 months, after the notification by the General Secretariat that the name of a person has been added to or deleted from the Cree or Inuit register by such secretariat or within 6 months after the notification by the General Secretariat of its refusal to include the name of a person on such register, an appeal shall lie to the Québec Native Appeal Board in respect thereto.

**26.** Only one appeal referred to in this Division may be made.

The following persons may appeal to the Québec Native Appeal Board pursuant to sections 24 and 25 :

(a) a person whose name was omitted from, included in, excluded or deleted from the lists ;

(b) a person whose name was added to or deleted from the Québec registers ;

(c) a person whose application was refused by the General Secretariat ;

(d) a council of one of the Cree bands or an Inuit community council, or their successor.

The Minister of Indian Affairs and Northern Development shall be notified by the General Secretariat of all appeals under this Division and shall have the right to intervene on his own behalf, or, at the request of the appellant, on the appellant's behalf.

#### **DIVISION VI REGISTRATION OF BENEFICIARIES**

**27.** A general secretariat is established within the Ministère des Affaires sociales and composed of the Secretary General.

**28.** When the official lists have been filed by the Enrollment Commission with the General Secretariat in accordance with section 22, the latter shall maintain a Cree register and an Inuit register in which shall be recorded the names of the persons entitled to be enrolled in accordance with this Regulation. In the case of the Crees, the register shall contain the community lists mentioned in section 31.

**29.** The Cree and Inuit registers maintained by the General Secretariat shall indicate the date on which each name is added thereto or deleted therefrom.

**30.** The General Secretariat may at any time add to or delete from the registers the name of any person who, in accordance with the provisions of this Regulation, is entitled or not entitled to have his name included in the registers.

**31.** (1) A person entitled to be enrolled as a Cree under Division III shall also be enrolled on one of the lists established for each community.

(2) A qualified Cree person in each community shall be appointed as the local registry officer by the Government.

(3) Each local registry officer shall keep and maintain the Cree community list and he shall forthwith notify the General Secretariat of all changes in the list necessitating changes in the Cree register.

(4) A person shall not be enrolled in more than one Cree community at a time.

(5) A person shall be enrolled in the community in respect of which he is presently registered under the Indian Act if he is registered as a band member.

(6) If a person is not a band member he shall be enrolled in the Cree community in which he has been granted affiliation pursuant to paragraphs *b*, *c* and *d* of section 9 or sections 10 or 11 and failing this, in the Cree community in which one of his parents is enrolled. The choice of such Cree community in the latter case shall be at the option of the person having the custody in law or in fact of such person, if minor, or at his option if he has attained the age of 18.

(7) A person born of parents who are members of 2 different Cree communities shall be enrolled in his father's Cree community. Upon attaining the age of majority, such person shall have the right to be enrolled in either Cree community and shall notify the General Secretariat as to the Cree community in which he wishes to be enrolled and, failing to do so, he shall remain a member of the father's Cree community.

(8) A Cree marrying a member of another Cree community may retain membership in his community of origin.

(9) A person who is enrolled in one of the Cree communities may be admitted as a member of another Cree community with the consent of the latter. The decision shall be made by a majority of the members of the community who are present at a community meeting called for said purpose and such decision shall be reported in a council resolution and forwarded to the local registry officer.

**32.** (1) The official list published by the Enrollment Commission and the Inuit register maintained by the General Secretariat shall, in the case of persons whose names are entered or recorded thereon pursuant to sections 12, 13 and 14, indicate the Inuit community to which such persons are affiliated.

(2) A person eligible pursuant to sections 12, 13 and 14 shall be affiliated :

(a) to the Inuit community in which he is accepted for enrollment by the Enrollment Commission ; or

(b) after the Enrollment Commission has ceased to exist, to the Inuit community in which he or she is accepted for enrollment pursuant to section 14 or 30 ; or

(c) to the Inuit community to which one of his parents is affiliated, subject to subsections 3 and 4.

(3) A person eligible pursuant to sections 12, 13 and 14 shall not be affiliated to more than one Inuit community at any given time.

(4) A person born of parents who are affiliated to different Inuit communities shall be deemed affiliated to his father's community. Upon attaining the age of majority, such person shall have the right to be enrolled in either community and shall notify the General Secretariat as to the community in which he wishes to be enrolled and, failing to do so, he shall remain a member of the father's community.

(5) Whenever 2 persons affiliated to different Inuit communities marry they shall retain affiliation to their respective Inuit communities of origin.

(6) A person who is affiliated to one Inuit community may become affiliated to another Inuit community with the consent of the latter community. Such consent shall be given in the form of a resolution approved by a majority of the members of the board of directors of the Inuit community corporation of the latter Inuit community present at a meeting called for the purpose. Such resolution shall be forwarded forthwith to the local registry officer.

(7) Notwithstanding the foregoing, a person eligible pursuant to sections 12, 13 and 14 who has established permanent residence in an Inuit community for at least 3 years shall be entitled to be affiliated as of right to such community. This right shall extend to the spouse and minor unmarried children of such person.

(8) An Inuk person in each Inuit community shall be appointed as the local registry officer by the Government.

(9) Each local registry officer shall keep and maintain the Inuit community list and he shall forthwith notify the General Secretariat of all changes in the list necessitating changes in the Inuit register.



c. C-67.1, r.1

## Regulation respecting eligibility for the benefits of the Northeastern Québec Agreement

An Act approving the Northeastern Québec Agreement (R.S.Q., c. C-67.1, s. 2)

### DIVISION I INTERPRETATION

**1.** In this Regulation, unless the context indicates otherwise, the following terms mean :

(a) “adoption” : the adoption of a child who is a minor, made in accordance with the adoption laws of any of the provinces of Canada or the customs of the Naskapi in the Territory ;

(b) “local officer” : an officer appointed in accordance with section 28 ;

(c) “local enrollment committee” : a committee whose members are appointed in accordance with section 14 ;

(d) “Enrollment Commission” or “Commission” : the enrollment commission established by this Regulation ;

(e) “Québec Native Appeal Board” : the appeal board established by the Act respecting Cree, Inuit and Naskapi Native persons (R.S.Q., c. A-33.1) ;

(f) “Naskapi community” : a group in the Territory, made up of all members of the Naskapi band, within the meaning of the Indian Act, as well as any other person entitled to be enrolled as a beneficiary of the Agreement and recognized by the band as belonging to this group ;

(g) “Agreement” : the agreement tabled in the National Assembly on 18 April 1978 as Sessional Document No. 113 ;

(h) “Agreement concerning James Bay and Northern Québec” : the agreement tabled in the National Assembly on 9 June 1976 as Sessional Documents Nos. 101 and 102 ;

(i) “Indian Act” : the Indian Act (R.S.C., 1970, c. I-6) ;

(j) “minor” : an unmarried person under 18 years of age ;

(k) “recognition by the community” : a resolution approved by the majority of the Naskapi band council members ;

(l) “Secretary General” : the person in charge of the Registre de la population of the Ministère des Affaires sociales of Québec ;

(m) “Territory” : the Territory referred to in the Agreement.

### DIVISION II ENROLLMENT COMMISSION

**2.** An Enrollment Commission is established and entrusted with drawing up an official list of the persons entitled to be enrolled in accordance with the criteria in this Regulation to benefit from the rights, privileges and benefits granted by the Agreement.

**3.** The Enrollment Commission is composed of the following members :

(a) one person appointed by the Naskapi band council ;

(b) one person appointed by the Gouvernement du Québec ;

(c) one person appointed by the Government of Canada.

**4.** Members of the Enrollment Commission who are not civil servants are entitled to a fixed remuneration of 100 \$ for each day spent attending Commission meetings as well as to their travelling expenses to attend these meetings.

**5.** The chairman of the Enrollment Commission is chosen from among its members and elected by them.

**6.** The majority of the members constitutes a quorum at Enrollment Commission meetings.

**7.** The Enrollment Commission may :

(a) determine the places and dates of its sittings ;

(b) fix the deadline for receiving the list drawn up by the local enrollment committee ;

(c) set down its rules of procedure and evidence ;

(d) in order to carry out its functions, duties and obligations, make contracts, purchase movable property, hire the necessary personnel on a contractual basis, and issue, endorse and discount negotiable bills, using the appropriations granted to it.

**8.** The accounts of the Enrollment Commission are audited by the Auditor-General of Québec once a year or, in addition, whenever so ordered by the Government.

### **DIVISION III ELIGIBILITY**

**9.** A person is eligible to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom if on 30 June 1977 he was :

(a) under the Indian Act, a member or entitled to be a member of the Naskapi band ;

(b) of Naskapi ancestry and ordinarily residing in the Territory ;

(c) of Naskapi or Indian ancestry and recognized by the Naskapi community as having been one of its members ;

(d) the child, even if adopted, of a person referred to in paragraphs *a*, *b* or *c*.

**10.** On or after 1 July 1977 a person is eligible to be enrolled as a beneficiary under the Agreement and entitled to benefit therefrom as a member of the Naskapi community if he is :

(a) the legitimate or illegitimate descendant on the paternal or maternal side of a person eligible to be enrolled under section 9 or 11 ;

(b) the adopted child of a person referred to in section 9 or paragraph *a* of this section provided the child was a minor at the time of adoption.

**11.** Six months after the official list referred to in paragraph *b* of section 16 is posted, the Naskapi band council may, at its discretion, direct the Secretary General to enroll a person of Naskapi ancestry as a beneficiary under the Agreement and as a person entitled to benefit therefrom provided he :

(a) was born in the Territory ; or

(b) ordinarily resides in the Territory ; and

(c) would have been entitled to be enrolled with his descendants under section 9 or 10 but, through inadvertence or otherwise, was omitted from the official list of beneficiaries drawn up by the Enrollment Commission in accordance with paragraph *a* of section 16.

The provisions of this section do not prevent a person omitted from the official list of beneficiaries drawn up by the Enrollment Commission from exercising his right to appeal under Division V.

**12.** In the event a person referred to in sections 9 to 11 is absent from the Territory for 10 consecutive years, living outside the Territory, he is not entitled to exercise his rights or receive benefits under the Agreement. Upon re-establishing his home in the Territory, he may again exercise his rights and receive benefits under the Agreement.

**13.** No person may be enrolled both on the Naskapi list made in accordance with the Northeastern Québec Agreement and another of the lists made in accordance with the Agreement concerning James Bay and Northern Québec. In addition, a person qualified to be enrolled on more than one list made in accordance with the Agreement concerning James Bay and Northern Québec and this Agreement must, upon the request of the Secretary General, indicate to him on which list he wishes to be enrolled ; failing this, the Secretary General makes the choice in his place. Where a person enrolled on a list made in accordance with the Agreement concerning James Bay and Northern Québec is notified by the Secretary General that he is qualified to be enrolled on the Naskapi list and where the person does not follow up on the notice, he then remains enrolled on the Cree or Inuit list.

### **DIVISION IV PROCEDURE**

**14.** The Naskapi community must, through its band council, designate 3 resident members to be appointed by the Enrollment Commission to constitute a local enrollment committee. The local enrollment committee ceases to exist simultaneously with the cessation of the Enrollment Commission in accordance with section 18. Despite the preceding, if the local committee has not been formed one month after approval of the Agreement, the Enrollment Commission must then exercise all the duties and functions of the local enrollment committee and must conduct the enrollment.

**15.** The local enrollment committee must :

(a) publicize and provide information on the enrollment process to members of the Naskapi community ;

(b) supply an application form to any person wishing to be enrolled ;

(c) receive applications for enrollment ;

(d) draw up a list of all persons who, in its opinion, are entitled to be enrolled under Division III ;

(e) certify and forward the list to the Enrollment Commission on or before the deadline fixed by the latter ;

(f) draw up a list of all applicants who have been refused enrollment and forward that list together with all relevant information and documentation to the Enrollment Commission ;

(g) transmit the information to the Enrollment Commission and carry out the particular tasks required by the Commission within the time limit it sets.

**16.** The Enrollment Commission must :

(a) draw up an official list of persons entitled to be enrolled in accordance with the criteria established in sections 9 and 10 ;

(b) by 31 January 1979 certify, publish and distribute the official list, sending a copy to the Naskapi band council ; have a copy posted in the Naskapi community in a public place ordinarily used for this purpose ;

(c) assist the local enrollment committee in carrying out its duties and functions ;

(d) prepare and provide any information and forms the local enrollment committee may need for the enrollment ;

(e) refer to the local enrollment committee any applications for enrollment submitted directly to the Commission by individuals ;

(f) review the list submitted by the local enrollment committee in accordance with paragraphs d, e and f of section 15, adding to it or deleting from it the names of persons who may or may not be entitled to be enrolled under Division III ;

(g) notify the local enrollment committee of all names added to or deleted from the list prepared by the committee ;

(h) notify each applicant whose name is not on the official list and each person whose name has been added to or deleted from the list, informing them of the reason for the Enrollment Commission's decision and of their right to appeal.

**17.** Where the Commission ascertains that the local enrollment committee is not able to carry out the duties and functions prescribed in section 15 by the fixed date, or that

the committee has neglected to carry them out, it may exercise any or all of the duties and functions of that committee.

**18.** Within one month of the publication and posting of the official list or of the notifications mentioned in paragraph h of section 16, whichever is the later, the Commission deposits a copy of the official list with the Secretary General and the Minister of Indian Affairs and Northern Development, and all its official records and documents with the Secretary General. The Enrollment Commission then immediately ceases to exist.

**DIVISION V**  
**APPEAL**

**19.** The Québec Native Appeal Board hears appeals in accordance with this Division.

**20.** Within 6 months of the time the official list of beneficiaries is posted, in accordance with paragraph b of section 16, an appeal may be lodged before the Québec Native Appeal Board to correct any omission, inclusion, exclusion or deletion of a person's name on the list.

**21.** Within 6 months after the Secretary General gives notice of adding or deleting a person's name to or from the Naskapi register or refusing to include a person's name, an appeal may be lodged against his decision before the Québec Native Appeal Board.

**22.** Only one appeal referred to in this Division may be lodged.

**23.** The following persons may appeal to the Québec Native Appeal Board in accordance with sections 20 and 21 :

(a) a person whose name has been omitted from, included in, excluded or deleted from the list ;

(b) a person whose name has been added to or deleted from the register ;

(c) a person whose application has been refused by the Secretary General ;

(d) the Naskapi band council until creation of the local Naskapi government under Chapter 8 in the Agreement, and later, the local Naskapi government or its successor.

The Minister of Indian Affairs and Northern Development must be notified by the Secretary General of all ap-

peals under this Division and has the right to intervene on his own behalf, or, at the request of the appellant, on the appellant's behalf.

## **DIVISION VI**

### **ENROLLMENT OF BENEFICIARIES**

**24.** A general secretariat is established within the Ministère des Affaires sociales and administered by the Secretary General.

**25.** When the official lists have been filed by the Enrollment Commission with the Secretary General in accordance with section 18, the latter must keep a Naskapi register in which the names of the persons entitled to be enrolled in accordance with this Regulation are recorded.

**26.** The Naskapi register indicates the date on which each name was added or deleted.

**27.** The Secretary General may at any time add to or delete from the Naskapi register the name of any person entitled or not entitled under this Regulation to have his name included on the register.

**28.** A qualified person from the Naskapi community is appointed by the Government as the local registry officer.

**29.** The local registry officer keeps and updates the Naskapi community list and immediately notifies the Secretary General of all changes in the list necessitating changes in the Naskapi register.



c. C-68, r.1

## Tariff of fees of coroners

Coroners Act  
(R.S.Q., c. C-68, s. 7)

**1.** The fees, indemnities, disbursements and other costs that may be paid out to hold an investigation or an inquest shall be fixed in accordance with this Tariff.

### **2. Coroners fees :**

- (a) for an investigation : 100 \$ ;
- (b) for an investigation followed by an inquiry : 100 \$ plus 30 \$ for each hour of hearing of witnesses ;
- (c) for an investigation concluding that the death resulted from natural causes : 50 \$ ;
- (d) an amount of 15 \$ shall also be allowed for each additional investigation where several persons have died in the same accident ;
- (e) where the inquest (identification, request for an autopsy, arrangement for the body, declaration of death, etc.) is opened by a coroner and where the record is finalized by another coroner, the fees payable are divided equally between the 2 coroners, except the fees payable for the hearing of witnesses which are payable in full to the coroner who held the inquest or proceeded with the hearing of witnesses ;
- (f) for each certified copy of the minute of the coroner resulting from an investigation or an inquiry, 2 \$ exigible from the applicant, except with respect to the copy given to the family ;
- (g) no fees may be claimed by a coroner before he has fulfilled the formalities provided for in sections 13 and 32 of the Coroners Act (R.S.Q., c. C-68).

### **3. Morgue costs :**

- (a) for the transportation of a body :
  - i. urban communities of Montréal and of Québec : 37 \$ ;
  - ii. elsewhere : 32 \$ ;
  - iii. for each kilometre travelled of necessity outside the limits of the urban community or the municipality wherein the morgue is situated : 0,270 \$/km ;

iv. no indemnity shall be paid for waiting before, during or after transportation ;

However, where the body is transported by boat or plane, an indemnity of 10 \$ per hour is paid for the waiting period during the crossing or flight ;

(b) for the care of the body, *per diem* : 10 \$ ;

(c) for the rental of suitable premises for purposes of identification, opening an inquest or investigation, etc, for each visit of the coroner : 10 \$.

### **4. Other fees and disbursements related to the holding of an investigation or an inquest :**

- (a) for the rental of an inquest hall, per day : 30 \$ ;
- (b) to a secretary, per file : 10 \$ ;
- (c) to a clerk, per inquest : 20 \$ ;
- (d) to an interpreter, per half day of sitting : 25 \$ ;
- (e) to a constable, per half day of sitting : 15 \$ ;
- (f) to stenographers :

i. salaried stenographers are paid according to the *Convention collective de travail 1978-82 entre le Gouvernement du Québec et le Syndicat des fonctionnaires provinciaux du Québec, unité : "Fonctionnaires"* ;

ii. stenographers working for a fee are paid, for the taking and transcription of evidence, whichever applicable, on the basis of the Tariff of fees of court stenographers (c. S-33, r. 1).

### **5. Indemnity to witnesses for time lost :**

(1) The indemnity payable to a witness is established at 20 \$ per day of necessary absence from his home. This indemnity is however reduced to 10 \$ when the duration of the necessary absence from his home does not exceed 5 hours.

(2) An expert witness, that is, one who, by reason of his professional or scientific knowledge is summoned to give his opinion on the probable result or consequences of certain established facts, has the right to an indemnity of 40 \$ per day of necessary absence from his home. This indemnity is however reduced to 20 \$ when the duration of the absence from his home does not exceed 5 hours.

(3) This indemnity is not granted to witnesses who, pursuant to laws, orders in council, contracts, agreements

or collective agreements, do not undergo a loss of gain, following their presence at an inquest.

(4) This indemnity is not granted to witnesses for a day of necessary absence from their home, falling on a non-judicial day, save if this absence entails a loss of gain.

(5) This indemnity is not granted to those hereafter designated when they are called, in the performance of their duties, to testify at an inquest :

- (a) members of the Sûreté du Québec ;
  - (b) members of the Royal Canadian Mounted Police ;
  - (c) members of a corps of municipal police ;
  - (d) special constables in the employment of railway companies or others ;
  - (e) any other special constable or peace officer receiving a salary as such.
- (6) No person held in a house of detention or under legal care may be taxed.

**6. Meal allotments :** Subject to the maximum amounts and conditions which follow, any coroner, any witness, as well as any other person participating in an investigation or inquest, has the right, without vouchers, to the actual cost of meals incurred :

- (a) breakfast : 2,50 \$ ;
- (b) dinner : when the period of necessary absence from the home is extended beyond 13 h : 4,50 \$ ;
- (c) supper : when the period of necessary absence from the home is extended beyond 19 h : 6 \$.

**7. Overnight allotments :**

(1) In a hotel, any coroner, any witness, as well as any other person participating in an investigation or inquest, has the right, upon the production of vouchers, to his lodging costs, up to 30 \$ per night, tax excluded.

(2) In the absence of vouchers, or when the lodging costs were not incurred in a hotel, the amount of the allotment is limited to the actual cost incurred up to 5 \$.

**8. Allotments for transportation costs :**

(1) Any coroner, any witness, or any person participating in an investigation or inquest, has the right to the reimbursement of his actual transportation costs (by train, bus, plane, automobile, etc.) according to the most

economical mode, taking into account the whole of the costs and indemnities provided for in this Tariff.

(2) For any coroner, any witness, or any other person participating in an investigation or an inquest, the allotment for travelling by automobile is fixed at 0,12 \$ per necessary kilometre travelled.

**9. Interpretative provisions :**

(1) A witness who must appear or any other person who must participate several days in an investigation and whose home is far from the holding of the inquest, is free to travel or not. However, the indemnities and allotments granted in such a case must always be calculated as if the person had taken the less costly option.

(2) Any person who is part of the civil service in the sense of the Civil Service Act (R.S.Q., c. F-3.1) or receiving a salary from the Government or from its commissions or boards when, in the exercise of his functions, is called upon to testify or to participate in an investigation or inquest, has no right to the allotments provided for in sections 6, 7 and 8. However, the person will be reimbursed by the department, the commission or the board that employs him, for the transportation, hotel and meal costs, according to the tariff which governs it.





c. C-73, r.1

## **Regulation respecting the application of the Real Estate Brokerage Act**

Real Estate Brokerage Act  
(R.S.Q., c. C-73, s. 20)

### **DIVISION I INTERPRETATION**

**1.** The interpretative provisions of the Real Estate Brokerage Act (R.S.Q., c. C-73) shall apply to this Regulation.

### **DIVISION II QUALIFICATIONS**

**2.** Every person applying for a broker's or salesman's permit or a registration certificate or for renewal thereof must :

- (a) reside in Québec ;
- (b) be at least 18 years of age ;
- (c) establish his honesty, solvency and competence ;
- (d) have sufficient knowledge of the practice of real estate brokerage and of the legislation relating to real estate transactions ;
- (e) not be the holder of a permit or certificate that has been suspended ;
- (f) not have had his permit or certificate revoked within the 12 months preceding the application.

The requirements prescribed in the first paragraph also apply to a representative designated by a partnership or corporation for the purposes of the Real Estate Brokerage Act.

As of 1 January 1982, despite subparagraph c of the first paragraph, the Superintendent may issue a salesman's permit to a person who is declared bankrupt if he considers, after studying the case, that the person meets the other requirements of the Real Estate Brokerage Act and of this Regulation.

**3.** As of 1 January 1982, the requirements respecting the solvency of a person applying for a broker's permit are as follows :

(a) prove that his assets exceed his liabilities by at least 10 000 \$, without considering the unpaid value of the goodwill ; and

(b) prove, in the case of a corporation, that the share capital issued and paid by the shareholders is 10 000 \$ minimum. Nevertheless, if the share capital issued and paid is less than 10 000 \$ but the undistributed profits and initial surplus appearing in the statement of the corporation, in addition to the share capital, total over 10 000 \$, the corporation is presumed to meet the requirements.

**4.** As of 1 January 1982, a person applying for a broker's permit or a registration certificate or for renewal thereof must prove he carries, for the duration of the permit or certificate applied for, a professional liability insurance policy in case of error or omission made in the discharge of his duties.

The insurance policy must include the following terms :

(a) the coverage must apply to professional acts performed by an employee of the broker or registered builder ;

(b) the amount of coverage must be at least 100 000 \$ per claim and 300 000 \$ for the aggregate of claims filed during the term of the coverage ;

(c) an undertaking on the part of the insurer to pay in lieu and stead of the insured, within the limits of the coverage, any amount, except for a franchise not exceeding 2 500 \$, that the insured may legally be bound to pay to a third person for any claim filed during the period of coverage ;

(d) an undertaking on the part of the insurer to notify the Superintendent within 30 days of cancellation or non-renewal of the insurance contract.

**5.** A person applying for a broker's permit, or the representative of a partnership or corporation applying for a broker's permit, must have acted as a salesman in Québec, or held employment related to real estate transactions, for at least 2 years during the 5 years preceding the application.

A person applying for a broker's or salesman's permit, or the representative of a partnership or corporation applying for a broker's permit, must have a Secondary V diploma or an equivalent diploma recognized by the Ministère de l'Éducation du Québec. A certificate of Secondary V test results issued by the Ministère de l'Éducation du Québec is considered an acceptable equivalence.

**6.** A person applying for a registration certificate must hold a licence issued by the Régie des entreprises de construction du Québec under Division III of the Act respecting building contractors vocational qualification (R.S.Q., c. Q-1).

### **DIVISION III FINANCIAL STATEMENTS AND INFORMATION**

**7.** A person applying for a broker's permit must submit, along with his application, financial statements dated within 6 months at the most.

A person applying for renewal of his broker's permit must have submitted the financial statements for his last fiscal year within 6 months following the end of that fiscal year.

**8.** The financial statements submitted by a person applying for a broker's permit or for renewal thereof must :

(a) be drawn up so as to represent his financial situation accurately ;

(b) include a financial statement, a statement of capital, a statement of changes in financial position, a statement of earnings and, in the case of a corporation, a statement of its undistributed profits ;

(c) be drawn up in accordance with generally recognized accounting principles ;

(d) bear his signature or, in the case of a partnership or corporation, the signature of an authorized person.

**9.** The Superintendent may require, at any time, from any person applying for or having obtained a broker's permit or a salesman's permit or a registration certificate, the information and documents which he considers pertinent.

**10.** A person applying for a broker's permit or a registration certificate must submit a copy of the deed of corporation, of the partnership contract and of the registration of firm name, the address of each branch, the name of the person in charge of each branch and the names of the silent partners.

**11.** Every broker, salesman, registered builder or representative of a partnership or corporation must inform the Superintendent of any change in the address of his domicile or of his place of business within 10 days following such a change.

**12.** A person applying for a permit or certificate must include with his application 2 copies of a recent, full-face, 5 cm x 5 cm photograph. The date when the pictures were taken must be indicated on the back.

In the case of a partnership or corporation applying for a broker's permit or a certificate, the designated representative must also comply with the first paragraph.

### **DIVISION IV SECURITY OR DEPOSIT**

**13.** The security prescribed in subsection 2 of section 6 of the Real Estate Brokerage Act must be furnished :

(a) in the form of a surety bond issued by a company authorized to stand surety under the Guarantee Companies Act (R.S.Q., c. C-43) ;

(b) in cash, by certified cheque, postal money order, bank money order or certified payment order drawn on a savings and credit union, to the order of the Minister of Finance ; or

(c) in the form of a bearer bond convertible at any time, issued or guaranteed by the Government of Canada or of one of the Provinces, whose market value is at least equal to the amount of security exigible.

**14.** The security referred to subparagraph *b* and *c* of section 13 may be furnished by the applicant for a permit or certificate, or by a third party.

Where the security is furnished by the applicant, on his own behalf, he is subject to the same obligations as the surety in addition to those imposed upon him as principal.

**15.** The security remains in force for the term of the permit or certificate.

The security may nevertheless be cancelled following 2 months' notice from the surety, addressed to the Superintendent, and upon written proof provided to the Superintendent that the same notice was sent to the broker, salesman or registered builder concerned by registered or certified mail.

**16.** All security furnished in accordance with the terms of subparagraphs *b* and *c* of section 13 is forwarded by the Superintendent to the Minister of Finance, who holds it in trust until its date of expiry, and for a period of 2 years following that date.

Security furnished by surety bond is kept by the Superintendent.

**17.** The security covers claims filed within 2 years following cancellation or expiry of the security for acts committed by the permit or certificate holder while the security was in force.

## **DIVISION V EXAMINATIONS**

**18.** Every person who applies for a registration certificate, a broker's permit or salesman's permit, and every representative of a partnership or corporation shall take a written examination.

The Superintendent shall prepare and correct the following specific examinations :

- (a) broker's or registered builder's examination ;
- (b) salesman's examination.

However, no person who, within 2 years following the relinquishing or expiration of his broker's permit or salesman's permit or of his registration certificate, makes a new application for a permit or certificate shall be required to take the prescribed examination again.

The third paragraph also applies to a person who applies to the Superintendent for a salesman's permit within 2 years following the relinquishing or expiration of his broker's permit or his registration certificate.

**19.** Section 18 applies to applications for renewal whenever the Superintendent so determines.

**20.** There are 2 parts to the examination :

### **(1) Part I — Theoretical and practical concepts**

This part deals with the Real Estate Brokerage Act, with the Regulations made under the Act, with related statutes and with concepts relative to the practice of real estate brokerage and other matters related to the concept of real estate transaction.

### **(2) Part II — Application and solution of practical problems**

This part deals particularly with the drafting of mandates, offers of sale, the solution of mathematical problems

relative to real estate transactions and to real estate assessment, as well as other matters related to the concept of real estate transaction.

Any person who writes the examination must obtain a minimum mark of 60 on each of the 2 parts.

A candidate who fails one or both parts of the examination may rewrite the part failed within a 3-month period following the examination.

A candidate who fails the examination or one of its parts 2 consecutive times is not entitled to retake the examination before 6 months beginning from the date of his most recent failure. In such case, the examination shall cover the 2 parts.

**21.** The time, the duration and the place where each examination will be held are determined by the Superintendent.

## **DIVISION VI FEES**

**22.** The fees for examination of an application for a broker's permit, salesman's permit or registration certificate are as follows :

- (a) 50 \$ for a broker's permit or a registration certificate ;
- (b) 20 \$ for a salesman's permit.

**23.** The fees for the issuing or renewal of a broker's permit, salesman's permit or registration certificate are as follows :

- (a) 150 \$ for a broker's permit or a registration certificate ;
- (b) 40 \$ for a salesman's permit.

The fees for renewal of a permit or registration certificate issued during the 3 months preceding the expiry date of the permit or certificate are reduced by one-half.

**24.** The fees for each revalidation of a salesman's permit under subsection 2 of section 7 of the Real Estate Brokerage Act are 25 \$.

**25.** The fees for a first or supplemental examination are 15 \$.

**26.** The applicant must submit to the Superintendent, along with his application, a cheque or money order to the order of the Minister of Finance covering the fees prescribed in sections 22, 23, 24 and 25.

## **DIVISION VII PERMITS AND CERTIFICATES**

**27.** An application for the issuing or renewal of a permit or certificate must be made on one of the following forms, the texts of which are attached to this Regulation :

- (a) Form A : application for a broker's permit or a builder's registration certificate ;
- (b) Form B : application for a salesman's permit ;
- (c) Form C : application for renewal of a broker's permit or builder's registration certificate ;
- (d) Form D : application for renewal of salesman's permit.

**28.** The permits and certificates are drawn up in accordance with the following forms, the texts of which are attached to this Regulation :

- (a) Form 1 : broker's permit, applicable to an individual ;
- (b) Form 2 : broker's permit, applicable to a partnership or corporation ;
- (c) Form 3 : salesman's permit ;
- (d) Form 4 : registration certificate, applicable to an individual ;
- (e) Form 5 : registration certificate, applicable to a partnership or corporation.

**29.** Bonds, accounts and records must be kept by the broker or registered builder, using the following forms, the texts of which are attached to this Regulation :

- (a) Form 6 : prescribed entries in respect to a real estate transaction ;
- (b) Form 7 : quarterly report of trust transactions ;
- (c) Form 8 : declaration and authorization respecting accounts in trust ;
- (d) Form 9 : declaration respecting absence of trust transactions.

**30.** Every broker's or salesman's permit and every registration certificate may be renewed from year to year, provided the Superintendent considers that the holders thereof fulfill the conditions required for the obtaining of a broker's or salesman's permit or of a registration certificate.

**31.** An application for renewal of a permit or registration certificate must be submitted to the Service du courtage immobilier du Québec by 30 September of each year.

However, any application for renewal of a permit or certificate submitted during the months of October or November remains admissible. In such a case, the Service du courtage immobilier du Québec may send the renewed permit or certificate after 1 December.

## **DIVISION VIII ISSUE OF A BROKER'S PERMIT TO A TRUSTEE OR LIQUIDATOR OR TO THE TESTAMENTARY EXECUTOR OR TO THE HEIRS OF A DECEASED HOLDER, BUT ONLY FOR THE TIME REQUIRED TO ENABLE THE SALE OR LIQUIDATION OF THE BUSINESS**

**32.** Where the holder of a broker's permit dies or is declared bankrupt, the Superintendent may :

- (a) grant the trustee, liquidator, executor or heirs of the deceased or bankrupt permit holder, a broker's permit for 6 months, with powers limited to the sale or winding up of the business ;
- (b) exempt the person referred to in subparagraph *a* from taking an examination to obtain a broker's permit.

Where the sale or winding up of the business is not completed within the 6 months, the Superintendent may extend the term of the permit.

A salesman's permit holder employed by a broker who dies or is declared bankrupt is deemed to be a salesman for the trustee, liquidator, executor or heir holding the permit referred to in subparagraph *a* of the first paragraph.

## **DIVISION IX MANNER OF KEEPING THE BOOKS, ACCOUNTS AND RECORDS OF BROKERS AND REGISTERED BUILDERS AND THEIR INSPECTION BY THE SUPERINTENDENT**

**33.** Every broker and every registered builder shall maintain :

- (a) a register containing the trust accounts in which he will enter all amounts received in the course of his transactions for the account of others and all disbursements chargeable to such accounts ;

(b) a register in which he will enter in respect to each real estate transaction the particulars required by Form 6, annexed to this Regulation.

**34.** During the month preceding the deadlines indicated below, the broker or registered builder must submit a detailed statement of his trust transactions to the Superintendent by completing Form 7 for the following periods :

Deadline for sending report	Trust transaction period covered
1 May	1 January to 31 March
1 August	1 April to 30 June
1 November	1 July to 30 September
1 February	1 October to 31 December

A broker or registered builder who receives no sums of money for the account of others in the course of his business is exempt from submitting the quarterly reports referred to in the first paragraph, provided he includes with his application for a permit or certificate or for renewal thereof, an *affidavit* or solemn affirmation to that effect drawn up in accordance with Form 9.

Nevertheless, a broker or registered builder who avails himself of the exemption in the preceding paragraph, but who then receives sums of money for the account of another person in the course of his business, must submit the prescribed quarterly reports.

**35.** Every registered broker or builder must acknowledge any amount he receives in the course of his transactions for the account of others, by means of consecutively numbered receipts of which he keeps a duplicate for inspection purposes by the Superintendent. These receipts must contain the following information : the date, the name of the customer, the amount received, the destination, the registered name of the broker or builder, and mention that this amount is received in trust.

**36.** Every holder of a broker's permit or of a registration certificate shall, during the month following the granting of his permit or his certificate, transmit to the Superintendent a duly completed copy of Form 8.

A broker or a registered builder shall also send a new duly completed copy of the form prescribed in the first paragraph within 10 days of any change in the trust account.

**37.** The trust account referred to in Division IV of the Real Estate Brokerage Act must be opened in Québec.

**38.** Whenever the Superintendent deems it necessary, he may examine all books, accounts and records of brokers and of registered builders.

The Superintendent may also authorize in writing any person to conduct such inspections on his behalf.

For inspection purposes, the broker or registered builder must keep the books, accounts, records and documents prescribed in the Real Estate Brokerage Act and in this Regulation for at least 5 years.

## DIVISION X INFORMATION AND DOCUMENTS

**39.** Where a mandate to carry out a real estate transaction is given in writing, the broker or registered builder who enters into the contract must provide one signed copy to the mandatary, keeping the order for his records.

The obligation referred to in the first paragraph also applies to a salesman who enters into the contract on behalf of the broker or registered builder by whom he is employed.

**40.** Any exclusive mandate given to a broker or registered builder must contain a clause stating that it expires on a specific, predetermined date.

**41.** All information and documents that a broker, registered builder or salesman gives the parties to a real estate transaction must have been checked by him.

**42.** A broker, salesman or registered builder carrying out a real estate transaction must immediately submit to each of the parties a duly signed copy of every document establishing acceptance or refusal of an offer to purchase or of sale related to the real estate transaction.

**43.** The broker or registered builder must identify himself by the name indicated on his permit or certificate and mention that he is acting as a broker or registered builder on any document related to a real estate transaction.

**44.** The offer to purchase form provided by a broker, registered builder or salesman to the parties involved in a real estate transaction must reproduce the following paragraphs in cases where the broker or registered builder receives a deposit :

(a) With this offer to purchase, I tender a deposit by cheque in the amount of ..... \$, drawn to the order of .....

.....  
Name of broker or registered builder

*in trust*, which is to be deposited in trust if my offer to purchase is accepted. At the signing of the deed of sale, this amount will be applied to the purchase price.

(b) (After the signature of the prospective purchaser and before the signature of the prospective vendor)

#### RECEIVED FOR DEPOSIT IN TRUST

The undersigned certify(ies) having received from the prospective purchaser the deposit mentioned in this offer to purchase.

..... Date ..... Signature of broker, registered builder  
or salesman in his employ

..... Date ..... Signature of broker, registered builder  
or salesman in his employ

Where the broker, registered builder or salesman signs the receipt described in subparagraph *b* of the first paragraph, he is not required to provide the receipt prescribed in section 35.

This section comes into force on 1 January 1982.

#### DIVISION XI ADVERTISING

**45.** A broker or registered builder who advertises a real estate transaction must include in the advertisement his name as indicated on his permit or certificate and the fact that he is acting as a broker or a registered builder.

The name of the broker or registered builder and the fact that he is a broker or registered builder must be included in any advertising regarding a real estate transaction in which the name of a real estate salesman in his employ is mentioned.

**46.** A broker or registered bulder may advertise a real estate transaction in collaboration only with a person who holds a broker's permit or a registration certificate.

**47.** Every broker or registered builder must comply with the following rules for advertising a real estate transaction :

(a) the facts stated in the advertising must have been ckecked by the broker or registered builder ;

(b) the price announced or offered must be that agreed upon with the owner or his mandatary ;

(c) to post a "for sale" or "for rent" sign or other such sign to the same effect on the property of another person, the broker or registered builder must obtain the prior consent of the owner or his mandatary.

**FORM A**  
(s. 27)

Gouvernement du Québec  
Ministère des Institutions  
financières et Coopératives  
Service du courtage immobilier

**Application for a broker's permit  
or a builder's registration certificate**

- 1° The applicant, if an individual, or the representative, in the case of a partnership or corporation, must attach to this form 2 copies of a recent, full-face, 5 cm x 5 cm photograph; the applicant's signature and the date when the photographs were taken must appear on the back.
- 2° If the space allotted for the required information is insufficient, give full details on a separate sheet using the same pagination as on the form.
- 3° Any false declaration in this application constitutes an offence and renders the signatories liable to the penalties prescribed by law.

In compliance with the provisions of the Real Estate Brokerage Act, (R.S.Q. c. C-73)

I, \_\_\_\_\_  
(Write name or that of partnership or corporation, as the case may be)

hereinafter called the "applicant", hereby apply to the Superintendent for a broker's permit ☐ a registration

certificate ☐ and declare the following:

1	Chief place of business	Number Street City	Province	Postal code	Telephone number
					Regional code

2 **Judicial structure and organization**

The applicant will carry on business under the name of: _____ (Please attach copies of letters patent, incorporation certificate, registration of business style and partnership contract, as the case may be)			
The applicant will maintain the following branch(es), which are to be under the administration of the indicated salesman(en)			
Address	Telephone No	Salesman's name	Permit No

**If the applicant is an individual,  
pass on to section 6, page 3**

3 <b>Partnership or corporation:</b>	
1 Has the partnership or corporation previously held a broker's permit in Québec or elsewhere?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
2 Has it ever been refused a broker's permit in Québec or elsewhere?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
3 Has it ever been suspended, or has its membership in a professional association or its holding of a broker's permit been the object of a revocation in Québec or elsewhere?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
4 Has it ever been declared bankrupt?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
5 Has it ever been or is it now being sued for damages?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
6 Is there now a motion for seizure of property pending?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
7 Has it ever been prosecuted or sentenced, or is it now being prosecuted for a criminal act or offence in Québec or elsewhere?	YES* <input type="checkbox"/> NO <input type="checkbox"/>
* If you have answered "yes" to any of the above questions, attach all pertinent details to your application.	

4 **Appointment of the representative**

In compliance with the provisions of section 6 of the Real Estate Brokerage Act, the partnership or corporation appoints as its representative: _____ (Name and surname of the appointed representative)
---

1. Have you previously held a real estate broker's or salesman's permit, or acted as the representative of a partnership or corporation that holds a broker's permit in Québec or elsewhere?
2. Have you ever been refused a real estate broker's or salesman's permit in Québec or elsewhere?
3. Have you ever been suspended or had your membership in a professional corporation or association or your real estate broker's or salesman's permit revoked in Québec or elsewhere?
4. Have you ever been declared bankrupt, or been a partner, officer or director of a partnership or corporation that was declared bankrupt?
5. Have you ever been or are you now being sued for damages, either personally or as a partner, officer or director of a partnership or corporation?
6. Is there a motion for seizure of your property pending?
7. Have you ever been prosecuted or sentenced, or are you now being prosecuted for a criminal act or offence in Québec or elsewhere?

5. Every partner, officer or director must fill in and sign this section unless this person is also the representative of the partnership or corporation, in which case the representative shall fill in section 6 only.

<input type="checkbox"/> Partner <input type="checkbox"/> Officer <input type="checkbox"/> Director with the title of: _____ <small>(President, Vice-president, Secretary, etc.)</small>			Answer above questions 1 to 7 inclusive.	
Name and Surname				
Home address				
Date of birth    Place of birth    Name at birth				
Social insurance number    Signature    Date				
<input type="checkbox"/> Partner <input type="checkbox"/> Officer <input type="checkbox"/> Director with the title of: _____ <small>(President, Vice-president, Secretary, etc.)</small>			Answer above questions 1 to 7 inclusive.	
Name and Surname				
Home address				
Date of birth    Place of birth    Name at birth				
Social insurance number    Signature    Date				
<input type="checkbox"/> Partner <input type="checkbox"/> Officer <input type="checkbox"/> Director with the title of: _____ <small>(President, Vice-president, Secretary, etc.)</small>			Answer above questions 1 to 7 inclusive.	
Name and Surname				
Home address				
Date of birth    Place of birth    Name at birth				
Social insurance number    Signature    Date				



1. Have you previously held a real estate broker's or salesman's permit, or acted as the representative of a partnership or corporation that holds a broker's permit in Québec or elsewhere?
2. Have you ever been refused a real estate broker's or salesman's permit in Québec or elsewhere?
3. Have you ever been suspended or had your membership in a professional corporation or association or your real estate broker's or salesman's permit revoked in Québec or elsewhere?
4. Have you ever been declared bankrupt, or been a partner, officer or director of a partnership or corporation that was declared bankrupt?
5. Have you ever been or are you now being sued for damages, either personally or as a partner, officer or director of a partnership or corporation?
6. Is there a motion for seizure of your property pending?
7. Have you ever been prosecuted or sentenced, or are you now being prosecuted for a criminal act or offence in Québec or elsewhere?

④ Identification and declaration of the applicant, if an individual / Identification and declaration of the representative designated by the partnership or corporation

<b>Name and Surname</b> _____ <small>No. Street City</small>					<b>Answer above questions 1 to 7 inclusive.</b>  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;"></th> <th style="width: 40%;">YES</th> <th style="width: 40%;">NO</th> </tr> <tr> <td>1.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>2.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>3.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>4.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>5.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>6.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>7.</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table> <p style="font-size: small;">* If you have answered "yes" to any of the above questions, attach all pertinent details to your application.</p>						YES	NO	1.	<input type="checkbox"/>	<input type="checkbox"/>	2.	<input type="checkbox"/>	<input type="checkbox"/>	3.	<input type="checkbox"/>	<input type="checkbox"/>	4.	<input type="checkbox"/>	<input type="checkbox"/>	5.	<input type="checkbox"/>	<input type="checkbox"/>	6.	<input type="checkbox"/>	<input type="checkbox"/>	7.	<input type="checkbox"/>	<input type="checkbox"/>
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7.	<input type="checkbox"/>	<input type="checkbox"/>																															
<b>Personal address</b> _____ <small>Province Postal Code Telephone No</small>																																	
Social Insurance No _____ Date of birth _____ Name at birth _____ <small>Regional Code</small>																																	
Color of eyes _____ Height _____ Weight _____ Place of birth (city, province, country) _____ <small>m n kg lbs</small>																																	
Schooling (degree or certificate obtained) <input type="checkbox"/> University <input type="checkbox"/> College <input type="checkbox"/> Secondary <input type="checkbox"/> Equivalent																																	

**8 Identify jobs, business activities and places of residence of the past five years.**

Name under which you carried on business, or name of employer and address, in each case	Nature of business or industry	Nature of employment or type of business	Period as employer or employee				Residential address during this period
			FROM		UNTIL		
			M	Y	M	Y	

**9 At present, do you hold:**

<input type="checkbox"/> A broker's permit	<input type="checkbox"/> A salesman's permit	If so, indicate permit number _____
<input type="checkbox"/> A registration certificate		

**To be signed by the designated representative only**

I hereby apply to the Superintendent for authorization to act as the applicant's representative and declare to be his ☐ Associate ☐ Officer

☐ Director of the applicant, with the title of: \_\_\_\_\_  
(President, Vice-President, Secretary, etc.)

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

## (7) Financial information

<p>1 Does the applicant carry a liability insurance policy in case of error or omission made in the discharge of his duties? If yes, please attach a copy of the insurance policy.</p> <p>2 Does the insurance policy cover all salesmen who will be employed by the applicant?</p> <p>3 Give names and addresses of the banks, caisses or other financial institutions where the applicant has an account or available credit? _____ _____</p> <p>4 Give date of expiration of applicant's financial year: _____</p>	<p>YES NO <input type="checkbox"/> <input type="checkbox"/></p> <p>YES NO <input type="checkbox"/> <input type="checkbox"/></p>												
<p><b>If the applicant is a partnership</b></p> <p>5 In an annex, indicate each associate's share in the partnership's capital and his (or her) share in the profits</p> <p>6 Are there any other persons or corporations who own an interest in the applicant's business or partnership or in that of the associates? If so, give all the details in each case.</p>													
<p><b>If the applicant is a corporation</b></p> <p>5 Indicate the corporation's capital</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%; text-align: center; border: 1px solid black;">Authorized</th> <th style="width: 20%; text-align: center; border: 1px solid black;">Issued</th> <th style="width: 20%; text-align: center; border: 1px solid black;">Paid-up</th> </tr> </thead> <tbody> <tr> <td style="padding-left: 20px;">Common shares</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> <tr> <td style="padding-left: 20px;">Preferred shares</td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> <td style="border: 1px solid black; height: 20px;"></td> </tr> </tbody> </table> <p>6 In an annex, state the names and addresses of the owners of the said issued and presently outstanding securities, indicating opposite each name, the number of shares of each class held and their nominal value.</p> <p>7 Are there any other persons or corporations who own an interest of some kind in the applying corporation's business? If so, give all the details in each case.</p>			Authorized	Issued	Paid-up	Common shares				Preferred shares			
	Authorized	Issued	Paid-up										
Common shares													
Preferred shares													

This application must be signed by:

- a) the applicant himself, in the case of an individual
- b) every associate, in the case of a partnership
- c) every director, in the case of a corporation
- \* If b) or c) applies, each one of the signatories must indicate his title in the partnership or corporation

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Title: \_\_\_\_\_

### AFFIDAVIT AND SOLEMN AFFIRMATION

(The affidavit and solemn affirmation must be made by  
all persons who have signed this application)

the undersigned \_\_\_\_\_  
(Name in block letters) (Name in block letters) (Name in block letters)  
 solemnly affirm or, being duly sworn, declare and say that I have signed this application and that all the information given herein is true.

And I have signed \_\_\_\_\_

Sworn before me at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Signature of person authorized to receive  
oath or solemn affirmation

\_\_\_\_\_  
Name and official status of person authorized to  
receive oath or solemn affirmation  
(in block letters)

Form B  
(s. 27)

Gouvernement du Québec  
Ministère des Institutions  
financières et Coopératives  
Service du courtage immobilier

## Application for a salesman's permit

1. Do not write in the shaded spaces.

<b>BROKER</b> <input type="checkbox"/> <b>REGISTERED BUILDER</b> <input type="checkbox"/>		No. of employer's permit <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Branch <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> File No. <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Name of broker or registered builder <span style="border-bottom: 1px solid black; display: inline-block; width: 100%;"></span>			
Address of the branch office		Telephone number <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Number <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Street <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>		City or town <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Province <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Area code <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
<b>APPLICANT</b>		Office in <b>Québec</b> <input type="checkbox"/> <b>Montréal</b> <input type="checkbox"/> Date application received <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Surname and first name of applicant		Surname <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> First name <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Home address		No. street apartment <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Town and province <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>		Area code <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Telephone number <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Social insurance Number <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>		Date of birth <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Surname at birth <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	
Colour of eyes <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Height <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>		Weight <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span> Place of birth (town, province, country) <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>	
Education (degree or certificate obtained): <input type="checkbox"/> University <input type="checkbox"/> College <input type="checkbox"/> Secondary <input type="checkbox"/> Equivalence		Date surely ends <span style="border-bottom: 1px solid black; display: inline-block; width: 50px;"></span>	

"In accordance with the provisions of the Real Estate Brokerage Act (R.S.Q., c. C-73), I apply to the Superintendent for a salesman's permit, and I make the following declarations:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 2. Have you previously held a real estate broker's or salesman's permit, or acted as representative of a partnership or corporation that holds a broker's permit in Québec or elsewhere?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. Have you ever been refused a real estate broker's or salesman's permit in Québec or elsewhere?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4. Have you ever been suspended or had your membership in a professional corporation or association revoked, or your real estate broker's or salesman's permit revoked in Québec or elsewhere?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5. Have you ever been declared bankrupt or made a voluntary assignment of property, or been a partner, officer or director of a partnership or corporation that has been declared bankrupt or made a voluntary assignment of its property to its creditors? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6. Have you ever had judicial proceedings for damages taken against you, either personally or as a partner, officer or director of a partnership or corporation?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7. Is there a motion for seizure of your property pending?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8. Have you ever been prosecuted or sentenced, or are you now being prosecuted for a criminal act or offence in Québec or elsewhere?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

\* If you answered "yes" to any of the above questions, attach the pertinent details to your application.

9. List your jobs, business activities and places of residence for the last three years:

Name under which the applicant did business or name of employer and the address in either case	Nature of business or industry	Nature of job or kind of business of the applicant	Period during which the applicant was employer or employee		Address of residence during that period
			From	To	
			Month Year	Month Year	

If there is insufficient space, attach additional sheet(s)

The applicant must enclose with this application:

- A) 2 recent full-face photographs, 5 cm by 5 cm; on the back must be written the date on which the photographs were taken and the applicant's signature;
- B) the original of the certificate of studies mentioned in part 1.

Any false declaration in this application constitutes an offence and renders the signatories liable to the penalties prescribed by this law.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signature of applicant: \_\_\_\_\_

#### Affidavit

I, the undersigned, \_\_\_\_\_ being duly sworn, declare and say that I have signed this form and that all the information herein is true.

AND I HAVE SIGNED \_\_\_\_\_  
Signature of applicant

Sworn before me at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Name and capacity of the person authorized to administer oaths (in block letters)

\_\_\_\_\_  
Signature and capacity of the person authorized to administer oaths

#### Attestation of broker or registered builder

TO THE SUPERINTENDENT:

I, \_\_\_\_\_  
Name of broker, registered builder, representative or authorized officer  
certify that the information contained in this application and in the documents enclosed is true, to the best of my knowledge.

I confirm that the applicant will be employed by: \_\_\_\_\_  
Name of the real estate brokerage firm or registered builder  
as a real estate salesman only when a permit has been issued to him.

DATED AT \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signature of broker  
or registered builder \_\_\_\_\_

**FORM C**  
(s. 27)Gouvernement du Québec  
Ministère des Institutions  
financières et Coopératives  
Service du courtage immobilier**Application for the renewal  
of a broker's permit or  
a builder's registration certificate****1 Identification**

<b>A — Permit number</b>	<b>For corrections only In block letters</b>	
	<b>N a m e</b>	
	<b>A d d r e s s</b>	Number, Street
		Town, Province, Postal Code
Name of representative		Tel. No. of Head Office <div>           Corrected tel. No.            Regional Code         </div>
<b>B — Branch offices:</b> Please enclose a list of branch offices giving for each branch the name, address and telephone number of the director.		
<b>C — Partnership or Corporation</b> If the applicant is a partnership or corporation, check and correct, if need be, in the shaded spaces, the names and functions of the partners, officers and directors.		
Name		Function

**2 Information**

<b>A — Trust account</b> Over the past twelve months, have you opened a new trust account or modified your selection of people authorized to carry out the operations concerning this trust account?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
If you have answered "yes", the Service du courtage immobilier will send you Form No. 8, entitled "Declaration and authorization respecting accounts in Trust", which you are requested to complete and forward to the persons concerned.			
<b>B — Professional insurance policy</b> Does the applicant carry a professional liability insurance policy in case of error or omission made in the discharge of his duties?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
<b>C — Legal proceedings</b> Since October 1 of last year, has the applicant or, in the case of a partnership or corporation, the representative:		YES <input type="checkbox"/>	NO <input type="checkbox"/>
1) Been declared bankrupt?		<input type="checkbox"/>	<input type="checkbox"/>
2) Been sued for damages with regard to real estate transactions?		<input type="checkbox"/>	<input type="checkbox"/>
3) Been sued or convicted or is he presently being sued in relation with an criminal act or offence, in Québec or elsewhere?		<input type="checkbox"/>	<input type="checkbox"/>
* If you have answered "yes" to one or more of the above questions, give pertinent information on the back of this form.			

**Instructions**

The applicant must annex to this application:  
the sum of \$ payable by certified cheque, money order or postal order, made to the order of the Minister of Finance.

THIS FORM MUST BE FILED WITH THE SERVICE DU COURTAGE IMMOBILIER PRIOR TO 1 OCTOBER

**FOR USE BY THE SERVICE DU COURTAGE IMMOBILIER**

<b>Security</b>	Surety bond	Continuance Certificate	Date of expiry	<b>Fees</b>	Accounting record number

Additional information for answers on reverse side

## ③ Declaration respecting absence of trust transactions (form 9)

This section is reserved for the broker or registered builder who wishes to avail himself of the exemption from submitting the quarterly reports of trust transactions to the Superintendent.

Check one or the other or both boxes below, as applicable:

- ☐ During the term of the permit or certificate that I hold, I have received no sum of money for the account of another person in the course of my business;
- ☐ I am not carrying out a trust transaction, nor do I intend to during the term of the permit or certificate for which I am applying.

Therefore, I avail myself of the exemption, granted to me in the Regulation respecting the application of the Real Estate Brokerage Act (R.R.Q., c. C-73, r.1) from submitting the quarterly reports on trust transactions to the Superintendent.

If, after making this declaration, I should receive sums of money for the account of another person in the course of my business, I realize that the exemption granted expires, and that I must submit the quarterly reports, as prescribed, to the Superintendent.

Any false statement or omission made in this application for renewal constitutes an offence and exposes the signatory to the penalties provided by law.

This application must be signed by:

- (a) the applicant himself, in the case of an individual
- (b) each partner, in the case of a partnership
- (c) each officer, in the case of a corporation

\* If (b) or (c) applies, each of the signatories must indicate his title in the partnership or corporation.

I hereby request the renewal of a real estate broker's permit or of a registered builder's certificate

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Function: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Function: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Function: \_\_\_\_\_

**Affidavit and solemn affirmation**

(The affidavit and solemn affirmation must be made by all persons who have signed this application)

I, the undersigned \_\_\_\_\_  
(Name in block letters) (Name in block letters) (Name in block letters)

solemnly affirm or, being duly sworn, declare and say that I have signed this application and that all the information given herein is true.

And I have signed \_\_\_\_\_

Sworn before me at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of person authorized to receive  
oath or solemn affirmation

Name and official status of person authorized to receive  
oath or solemn affirmation (in block letters)

**FORM D**

(s. 27)



Gouvernement du Québec  
Ministère des Institutions  
financières et Coopératives  
Service du courtage Immobilier

**Application for renewal of  
salesman's permit**

BROKER OR REGISTERED BUILDER	SALESMAN		
No of broker's permit or No of registration certificate	No of salesman's permit	Social Insurance Number	Date of birth
	Salesman's name		
	<b>For corrections only (block letters)</b>		
	Salesman's address (to be completed in every case in block letters)		
	<div style="display: flex; justify-content: space-between;"> <span>11 _____ 63</span> </div> <div style="display: flex; justify-content: space-between;"> <span>64 _____ 71</span> </div>		
	Postal code <span>72 _____ 77</span> Telephone <span>_____</span> Area code <span>_____</span>		
Corrections to salesman's name			
Corrections to Social Insurance Number			
Corrected date of birth			
<div style="display: flex; justify-content: space-between;"> <span>18 _____ 24</span> <span>25 Year _____ Month _____ Day 30</span> </div>			

Have you, within the last 12 months :

- (1) Been accused or convicted of a criminal offence in Québec or elsewhere?

YES NO  
☐ ☐

If yes, provide on the back of this form the following information: nature of the charge, date of the judgment, name and place of the court concerned.

- (2) Been sued for damages and interest or been ordered to pay damages and interest?

YES NO  
☐ ☐

If yes, provide on the back of this form the following information: nature of the suit, the judgment, the amount of the damages and interest, the name and place of the court concerned, and the date of payment of the said damages and interest.

- (3) Made a voluntary assignment of your property or been declared bankrupt, or had your property seized?

YES NO  
☐ ☐

If yes, provide on the back of this form the following information: name of trustee, date of assignment or bankruptcy, nature of the seizure, date and value of property seized and name of creditor.

Any false statement in this application constitutes an offence and renders the signatories liable to the penalties prescribed by the law.

In accordance with the provisions of the Real Estate Brokerage Act, (R.S.Q., c. C-73) apply to the Superintendent for renewal of my salesman's permit, and I declare that the information given herein is true.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of salesman \_\_\_\_\_

The vendor must enclose with this application the sum of \$ \_\_\_\_\_ by certified cheque or bank or postal money order payable to the Minister of Finance.

**ATTESTATION OF BROKER OR REGISTERED BUILDER**

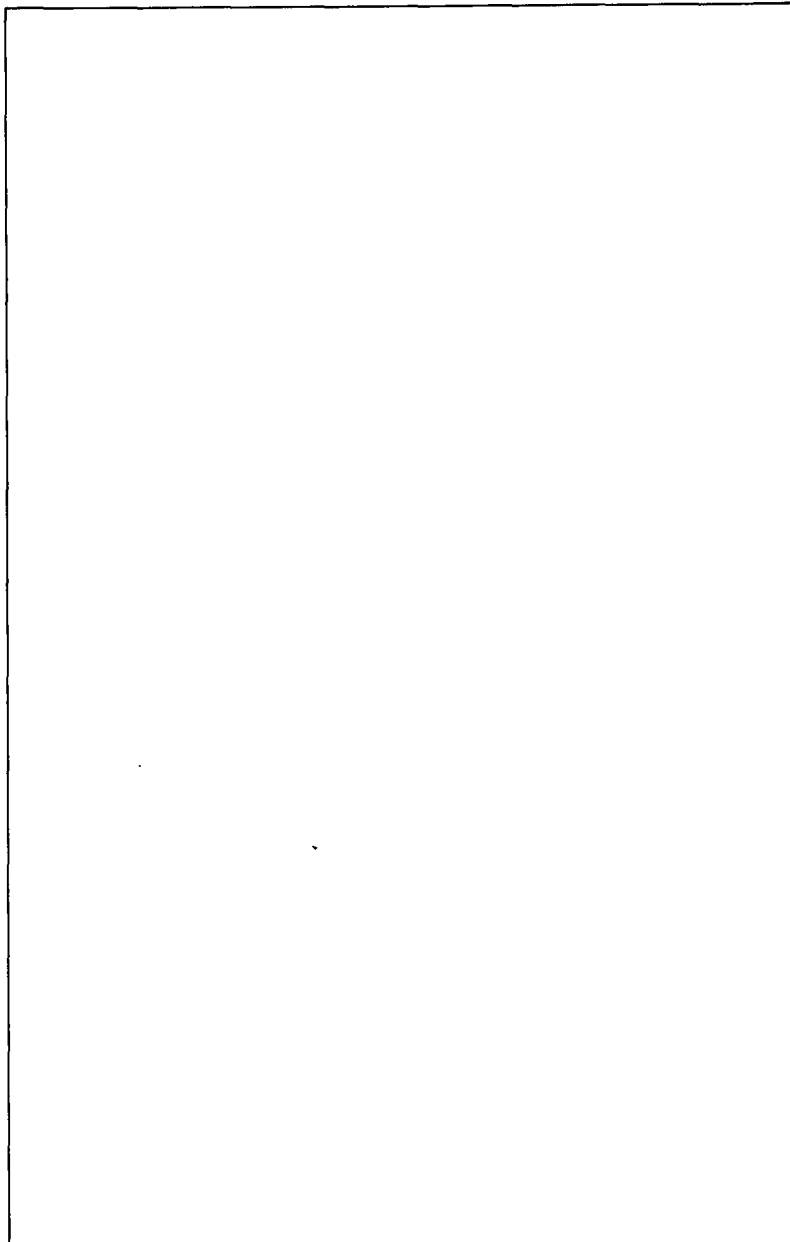
I certify that the salesman mentioned is employed by the broker or registered builder named in this application, and I declare that to the best of my knowledge the information given herein is true.

DATED AT \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signature of broker, registered builder  
or regularly authorized officer \_\_\_\_\_

For use by the Service only			
Fees	Cautions	Date matures	No of bookkeeping entry
<input type="checkbox"/> Cheque <input type="checkbox"/> Employer <input type="checkbox"/> Money order <input type="checkbox"/> Personal	<input type="checkbox"/> Insurance policy <input type="checkbox"/> Bond <input type="checkbox"/> Continuation certificate <input type="checkbox"/> Bond already deposited	_____ Year _____ Month _____ Day _____	_____

Additional information for answers on reverse side

A large, empty rectangular box with a thin black border, occupying the central portion of the page. It is intended for providing additional information for answers on the reverse side.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_



**FORM 1**

(s. 28)

**QUÉBEC****Service du courtage immobilier du Québec  
Broker's Permit**

It is hereby certified that .....  
 ..... is authorized to act as a  
 broker in accordance with the Real Estate Brokerage Act  
 (R.S.Q., c. C-73).

This permit will remain valid until 30 November 19...  
 unless it is suspended or revoked before this date.

Québec, the ..... day of ..... 19...

.....  
 Superintendent, Real Estate Brokerage

**FORM 2**

(s. 28)

**QUÉBEC****Service du courtage immobilier du Québec  
Broker's Permit**

It is hereby certified that .....  
 ..... is authorized to act as a  
 broker in accordance with the Real Estate Brokerage Act  
 (R.S.Q., c. C-73).

..... has been appointed represen-  
 tative for the purposes of the Real Estate Brokerage Act.  
 Québec, the ..... day of ..... 19...

.....  
 Superintendent, Real Estate Brokerage

**FORM 3**

(s. 28)

**QUÉBEC****Service du courtage immobilier du Québec  
Salesman's Permit**

It is hereby certified that .....  
 ..... is authorized to act as a sales-  
 man in accordance with the Real Estate Brokerage Act  
 (R.S.Q., c. C-73), on behalf of .....

This permit will remain valid until 30 November 19...  
 unless it is suspended or revoked before this date.

Québec, the ..... day of ..... 19...

.....  
 Superintendent, Real Estate Brokerage

**FORM 4**

(s. 28)

**QUÉBEC****Service du courtage immobilier du Québec  
Registration Certificate**

It is hereby certified that .....  
 ..... is a registered builder and is  
 authorized to act as a broker in accordance with the Real  
 Estate Brokerage Act (R.S.Q., c. C-73).

This registration certificate will remain valid until 30  
 November 19... unless it is suspended or revoked before  
 this date.

Québec, the ..... day of ..... 19...

.....  
 Superintendent, Real Estate Brokerage

**FORM 5**

(s. 28)

**QUÉBEC****Service du courtage immobilier du Québec  
Registration Certificate**

It is hereby certified that .....  
 ..... is a registered builder and is  
 authorized to act as a broker in accordance with the Real  
 Estate Brokerage Act (R.S.Q., c. C-73).

..... has been appointed represen-  
 tative for the purposes of the Real Estate Brokerage Act.  
 Québec, the ..... day of ..... 19...

.....  
 Superintendent, Real Estate Brokerage

**FORM 6**

(s. 29)

**QUÉBEC****Prescribed entries in respect to a real estate  
transaction**

Transaction No : .....

Name of broker or registered builder : .....

Date of real estate transaction : .....

Nature of real estate transaction : .....

- (a) sale : .....  
 (b) lease : .....  
 (c) hypothec : .....  
 (d) exchange : .....  
 (e) : .....

Sufficient description of property for identification purposes : .....  
 .....  
 .....

Name and address of owner of immovable : .....  
 .....  
 .....

Telephone : .....

Name and address of principal and of the other party to the real estate transaction : .....  
 .....  
 .....

Telephone : .....

Name and address of notary receiving the deed : .....  
 .....  
 .....

Telephone : .....

Amount agreed to between the parties : .....

Deposit received : .....

Amount of the remuneration of the broker or of the registered builder : .....

Name of the person paying the remuneration : .....  
 .....

Amount of the vendor's remuneration : .....  
 .....

(Signature of broker, registered builder or salesman)

## FORM 7

(s. 29)

## QUÉBEC

### Service du courtage immobilier du Québec Quarterly report of trust transactions

For the period from ..... 19... to ... 19...

(A) Deposits in trust — Balance at the beginning of the period ..... \$ (A)

*Receipts :*

### (B) Collection of deposits in trust

Date	Name of the depositor	Number of the receipt issued	Amount
.....	.....	.....	(B)
.....	.....	.....	(B)
.....	.....	.....	(B)
.....	.....	.....	(B)
.....	.....	.....	(B)
Total (B) .....			\$

### (C) Other collections (give details)

.....	(C)
.....	(C)
.....	(C)
.....	(C)
.....	(C)
Total (C) .....	\$

(D) Total receipts (B plus C) ..... \$ (D)

(E) Total A plus B plus C ..... \$ (E)

### *Disbursements :*

(F) Remittances carried out in conformity with the conditions of the trust

Date	Name of the beneficiary (vendor, lessor, etc.)	Amount
.....	.....	(F)
.....	.....	(F)
.....	.....	(F)
.....	.....	(F)
.....	.....	(F)
Total (F) .....		\$

(G) Sums deducted by the registered broker or builder as expressly authorized according to the terms of his mandate.

Date	Explanation	Amount
.....	.....	(G)
.....	.....	(G)
.....	.....	(G)
.....	.....	(G)
.....	.....	(G)
Total (G) .....		\$

(H) Other disbursements (give details)

Date	Explanation	Amount
.....		(H)
.....		(H)
.....		(H)
.....		(H)
.....		(H)
Total (H) .....		\$
(I) Total disbursements (F plus G plus H) ..		\$ (I)
(J) Deposits in trust — Balance at the end of the period .....		\$ (J)

**Bank settlement**

At the end of the period being the .....

(K) Balance in deposit at the bank ..... \$ (K)  
(Name of the bank and address of the branch)

.....

.....

(L) Money and checks on hand or deposits in transit ..... \$ (L)

(M) Total : (K) and (L) ..... \$ (M)

To withdraw : Checks in circulation

No. of the cheque	Identification of the deposit in trust accounts concerned	Amount
.....		(N)
.....		(N)
.....		(N)
.....		(N)
.....		(N)
(N) Total .....		\$ (N)
(O) Book Balance		
(Difference (M) — (N) .....		\$ (O)

**List of the deposit in trust accounts at the end of the period**

Name of the depositor in	No. of the receipt issued	Amount held in trust
.....		
.....		
.....		
.....		
(P) Total .....		\$ (P)

N.B. — Headings (J), (P) and (O) must correspond exactly.

Dated at .....  
on ..... 19...  
.....  
(Holder or Representative)

**FORM 8**

(s. 29)



Gouvernement du Québec  
Ministère des Institutions  
financières et Coopératives  
Service du courtage immobilier

### Declaration and authorization respecting accounts in trust

<b>To</b>	Name and address of financial institution _____ _____
-----------	---

#### DECLARATION OF HOLDER

I, the undersigned, \_\_\_\_\_

☐ broker or registered builder doing business under the name of \_\_\_\_\_

☐ person duly authorized by \_\_\_\_\_

declare as follows:

1. Account(s) number(s) \_\_\_\_\_ was (were) opened at your institution in the name  
of \_\_\_\_\_ "in trust"

and was (were) constituted as deposits of funds entrusted to me in the course of my business for the account of another person in  
accordance with paragraph b of section 11 of the Real Estate Brokerage Act (R.S.Q., c. C-73)

2. In accordance with the registers of your institutions, the following persons are authorized to sign for all operations in the said accounts:

Name in block letters	Signature

3. I authorize your institution to furnish to the Superintendent of Real Estate Brokerage or to any person designated by him any information  
or photocopies of documents required respecting the said account(s).

Date \_\_\_\_\_ 19 \_\_\_\_\_ by \_\_\_\_\_  
Broker, registered builder or person authorized

#### CERTIFICATE OF THE FINANCIAL INSTITUTION

We certify that the information given in this declaration is true and we attest that we have received the original of this document.

Date \_\_\_\_\_ 19 \_\_\_\_\_ by \_\_\_\_\_

**FORM 9**

(s. 29)

**DECLARATION RESPECTING ABSENCE OF TRUST TRANSACTIONS**

**(This form, if completed, must be attached to the application for a broker's permit or for a certificate or for renewal thereof)**

I, the undersigned .....  
(Name of applicant for broker's permit or for registration  
certificate or of his representative) Please print.

declare to the Superintendent of Real Estate Brokerage that :

**(Check / one or both boxes, as applicable)**

- ☐ during the term of the permit or certificate that I hold, I have received no sum of money for the account of another person in the course of my business ;
- ☐ I am not carrying out a trust transaction, nor do I intend to during the term of the permit or certificate for which I am applying.

Therefore, I avail myself of the exemption, granted to me in the Regulation respecting the application of the Real Estate Brokerage Act (R.R.Q., c. C-73, r.1), from submitting the quarterly reports on trust transactions to the Superintendent.

If, after making this declaration, I should receive sums of money for the account of another person in the course of my business, I realize that the exemption granted expires, and that I must submit the quarterly reports, as prescribed, to the Superintendent.

And I have signed .....  
Signature of applicant for broker's permit or certificate, or of its representative if a partnership or corporation.

Sworn or solemnly affirmed before me at .....  
 ..... this ..... day of  
 ....., 19.....

.....  
Name and official status of person  
 authorized to receive oath or solemn  
 affirmation

.....  
Signature and official status of person  
 authorized to receive oath or solemn  
 affirmation

O.C. 2848-67, (1967) 99 O.G., 6392  
 O.C. 1490-70, (1970) 102 O.G., 2563  
 O.C. 1158-78, (1978) 110 G.O., 1809  
 O.C. 2135-78, (1979) 111 G.O., 111  
 O.C. 980-80, (1980) 112 G.O.II, 1649, 1654  
 O.C. 3532-80, (1980) 112 G.O.II, 4651 and 4983  
 O.C. 2803-81, (1981) 113 G.O.II, 3483



c. C-74, r.1

## By-law of the Insurance Brokers' Association of the Province of Québec

Insurance Brokers Act  
(R.S.Q., c. C-74, s. 4)

### DIVISION I GENERAL PROVISIONS

#### §1. *Head office and seal*

**1. Head office :** The head office of the Association shall be in the City of Montréal at such place thereon as may be determined from time to time by resolution of the board of directors.

**2. Seal :** The seal affixed to the margin shall be the seal of the Association.

#### §2. *Members*

**3. Conditions of admission :** The board of directors may accept any person as a member provided that :

- (a) he is 18 years of age ;
- (b) he has successfully completed secondary school or the equivalent ;
- (c) he is of good character and reputation ;
- (d) he undertakes to have and maintain as his sole occupation that of insurance broker ;
- (e) he applies therefor in writing to the board of directors ;
- (f) his application is supported by at least 2 members in good standing of the Association other than special members, and by the executive committee ;
- (g) he pays in advance the registration and examination fees fixed annually by the board of directors ;
- (h) he successfully passes the examination required by the board of directors ; and
- (i) he pays his annual contribution in advance.

**4. Classes :** Association members shall be divided into 4 classes :

(a) **Chartered insurance brokers :** A chartered insurance broker (C.I.B.) is a person who has met the requirements of section 3 and any other condition prescribed by the board of directors, and has passed with success the chartered insurance broker's examination determined by the board and whose fees are fixed annually by the said board.

(b) **Associate insurance brokers :** An associate insurance broker (A.I.B.) is a person who has met the requirements of section 3 and any other condition prescribed by the board of directors, and has passed with success the associate insurance broker's examination determined by the board.

(c) **Insurance brokers :** An insurance broker is one who has met the requirements of either paragraph a or paragraph c of section 9, of the Insurance Brokers Act (R.S.Q., c. C-74) or who has been admitted as a member under section 3, but is neither a chartered or associate insurance broker nor a special member.

(d) **Special members :** A special member of the Association is one who, having his principal place of business outside Québec and no permanent place of business therein, is admitted as such by resolution of the board of directors.

The board shall determine, by resolution, the conditions of admission of special members and their privileges and obligations, including the amount of their annual contribution.

**5. Contribution :** The amount of the annual contribution to be paid by the members of the Association is 225 \$ and this amount must be received by it not later than on 1 April each year.

**6. Membership certificates :** The board of directors may, under such conditions as it shall determine, issue certificates to members in good standing, and to any corporation falling under section 32 of the Insurance Brokers Act.

**7. Surname :** Members of the Association who wish to incorporate themselves shall use the surname of one or several of them in the proposed corporate name.

Members who wish to register a new firm name either individually or in partnership shall not use any name other than the surname of one or several of them.

**8. List of members :** At least once a year, the Association shall publish, in the form determined by the board of directors, a list of the members of the Association in good standing, showing each member's title, and shall file a copy with the Superintendent of Insurance and also notify him of any addition to or subtraction from such list.

**9. Resignation :** Any member may resign by forwarding a written notice to the manager. Such resignation shall not take effect until after it has been accepted by the board of directors. A member shall be relieved from the payment to the Association of his contribution as from the date only on which his resignation shall have been received.

**10. Suspension and expulsion :** Any member who incurs a disciplinary penalty of expulsion or suspension, or who owes to the Association any amount by way of fine or costs, or whose contribution has been overdue for over 3 months, ceases to be a member of the Association.

### *§3. Members' meetings*

**11. Annual meeting :** The annual general meeting of the members of the Association shall be held at the head office of the Association, or at any other place to be determined by the board of directors, on the first Monday in June of each year, or on any other day to be determined by the board of directors, but not to be beyond the 30 days following or preceding the second Monday in June.

**12. Special meeting :** All general meetings of the members other than the annual meeting shall be special meetings. They shall be called by the manager at the request of the president or of a vice-president, upon resolution of the board of directors or the written requisition of at least 10 members of the board or 50 members in good standing, addressed to the manager, and stating the object of such meeting. On failure by the manager to call such a meeting within 10 days of receipt of such resolution or requisition, such meeting may be called by a member of the board if it is required by resolution of the board and by the petitioners in all other cases.

**13. Notice of meeting :** All meetings of members shall be called by means of a written notice mailed to each member at his last known address, specifying the date, time, place and objects of the meeting. In the case of a special meeting, the precise business to be transacted thereat shall be specified in the notice. Notice shall be given at least 10 days previous to the meeting. Accidental failure to send notice to a member or several members, or the non-receipt of a notice shall not invalidate the meeting.

**14. Quorum :** No business may be transacted at the meeting unless there be a quorum at the opening of the meeting.

**15. Voting :** At all meetings of the members, voting shall be done by open vote, or, if requested by at least 25 members, by secret ballot. All questions submitted shall be decided upon by a majority of votes of the attending members in good standing. If the votes are equally divided, the motion shall be defeated.

**16. Notice of motion :** No resolution may be adopted at an annual general meeting unless notice of motion shall have been delivered in writing to the manager at least 48 hours before the meeting.

**17. Agenda of annual meeting :** The annual meeting shall proceed in the following order :

- (a) reading of the minutes of the last annual general meeting and of any subsequent special meeting ;
- (b) president's report ;
- (c) manager's report ;
- (d) financial report ;
- (e) election of an auditor for the ensuing year ;
- (f) committees' reports ;
- (g) unfinished business ;
- (h) election of members to the board of directors ;
- (i) any other business which may properly come before the meeting.

**18. Agenda of special meetings :** Any general meeting shall proceed as follows :

- (a) reading of the resolution or requisition to call the meeting ;
- (b) discussion of the business stated in the resolution or requisition.

### *§4. Board of directors*

**19. Eligibility :** Every member in good standing, other than a special member, including an officer of the Association, shall be eligible for election and re-election as a member of the board of directors.

**20. Number and election :** The board of directors shall consist of 35 members.

At least 15 of the members shall have their principal place of business on the Island of Montréal and at least 15 of the members shall have their principal place of business outside the Island of Montréal.

**21. Term of office :** A director's term of office shall begin upon adjournment of the meeting during which he was elected. He shall hold office for a period of one year until his successor shall have been elected, unless, in the meantime, his office shall have become vacant in accordance with this by-law.

**22. Vacancies :** The office of members of the board shall become vacant if the holder should :

- (a) die ;
- (b) cease to be a member in good standing ;
- (c) incur a disciplinary penalty of expulsion, suspension or fine imposed by the Superintendent of Insurance or by the Association ;
- (d) be interdicted or provided with a judicial adviser ;
- (e) go bankrupt or be a director of a corporation which does business as an insurance broker and becomes insolvent or bankrupt ; or
- (f) forward his resignation in writing to the manager.

Any vacancy occurring on the board of directors may be filled, by resolution of the members of the board in office, for the remainder of the vacated term.

**23. Remuneration :** Members of the board of directors shall not be remunerated for their services as such. They shall, however, be entitled to reimbursement for travelling and journey expenses incurred by them for the purpose of attending meetings and approved by the president and the manager.

**24. Date of meetings :** The directors shall meet as often as necessary and at least 4 times a year.

**25. Calls :** Meetings of the board of directors shall be called by the manager either upon request from the president of the Association or from the chairman of the board, or upon written request of the majority of the members of the board. Such meetings shall be held at the place specified in the request.

Should the manager fail to call a meeting within 5 days after receipt of the request, such meeting may be called by the president of the Association or the chairman of the board or by the subscribers to the written request.

**26. Notice of meeting :** Notice of any meeting of the board of directors may be verbal. It must be given at least 24 hours prior to the meeting, but, in the event of an emergency, the period may be reduced to 12 hours. If all the members of the board are present or consent thereto in writing, notice of the meeting may be waived.

**27. Quorum and voting :** Nine members of the board of directors shall form a quorum. All questions brought before the meeting shall be decided upon by a majority of votes.

#### §5. Executive committee

**28. Formation :** The executive committee shall consist of 10 members of the board of directors, to be elected by the board.

**29. Applicable rules :** The provisions relating to the board of directors shall apply *mutatis mutandis* to the executive committee except that 4 members shall form a quorum. If the votes are equally divided, the chairman shall have a casting vote.

**30. Powers :** The executive committee shall have all the powers vested in it by resolution of the board of directors.

#### §6. Other committees

**31. Formation :** The board shall establish, by by-law, a committee on discipline and a committee on professional ethic, and may appoint any other committee, commission or sub-committee that it deems expedient.

**32. Members :** Any member in good standing of the Association may be appointed a member of a committee, but the chairman of the committee shall be appointed by the board from among members of the board.

A committee member's office shall become vacant under the same circumstances as that of a member of the board.

**33. Advisers :** The board shall annually recommend to the Superintendent of Insurance 2 members in good standing, chosen from among the chartered insurance brokers, to be appointed to the board of advisers established in section 43 of the Insurance Brokers Act.

#### §7. Officers

**34. Election :** The board of directors shall, at its first meeting following the annual general meeting, elect from among its members, a president of the Association, a chairman of the board, 4 vice-presidents, a treasurer and 3



counsellors who shall together constitute the executive committee.

**35. Delegation of powers :** In the event of absence or incapacity of any officer of the Association, or for any other reason it deems sufficient, the board of directors may delegate the powers held by such officer to any other officer or to any director.

**36. President of the Association :** The president shall be the chief executive officer of the Association. He shall preside at all general meetings of the members and at meetings of the executive committee.

He shall sign all documents requiring his signature and fulfill all duties pertaining to his office ; he shall exercise all the powers vested in him by the board of directors.

**37. Chairman of the board :** The chairman of the board shall preside at all meetings of the board ; he shall sign all documents requiring his signature and fulfill all duties pertaining to his office ; he shall exercise all powers vested in him by the board of directors.

**38. Vice-presidents :** The vice-presidents shall assist the president and do whatever shall be required of them by the board of directors. In the event of absence or incapacity of the president, his powers and duties shall devolve upon the vice-presidents in their order.

**39. Treasurer :** He shall have the responsibility and custody of the funds and books of account. He shall keep an accurate record of the assets and liabilities, of the revenue and expenditure of the Association in one or more appropriate books. He shall deposit the funds of the Association in any financial institution designated by the board of directors.

**40. Manager :** The board of directors shall appoint a manager and determine his remuneration and the duration of his term of office. The manager shall hold all powers vested in him by the board or by the executive committee ; he shall be responsible for employees. He shall also act as secretary, and, as such, shall attend all general meetings and all meetings of the board and of the executive committee, and write the minutes of such meetings ; he shall have custody of the seal of the Association, of its minute-book and of all other registers. He may not be removed from his office except upon the affirmative vote of at least 2/3 of the members of the board in office.

**41. Other officers :** The board may also appoint any other officers, officials or employees it may deem necessary or useful, determine their remuneration and dismiss them.

**42. Vacancy :** Should the office of any officer of the Association become vacant, the board of directors may, by resolution, appoint any other competent person to fill the vacancy and such officer shall be in office for the remainder of the term of office of the officer so replaced.

#### *§8. Fiscal year*

**43.** The fiscal year of the Association shall terminate on 31 March of each year.

#### *§9. Accounts*

**44.** The board of directors shall ensure that books of account are kept by the treasurer or under his control, and for recording the revenue and expenditure of the Association, its assets or obligations and all its other financial operations. Such books shall be kept at the head office of the Association and may be examined at any time by the president of the Association and by any member of the board of directors.

#### *§10. Audit*

**45.** The books of account and financial statements of the Association shall be audited each year, as soon as possible after the end of the fiscal year, by the auditor elected at the annual general meeting.

#### *§11. Banking documents*

**46.** All cheques, notes and other banking documents of the Association shall be signed by the persons authorized for this purpose by the board of directors.

#### *§12. Contracts*

**47.** Contracts and other documents requiring the signature of the Association shall first be submitted to the board of directors, and, if approved, shall be signed by the president or one of the vice-presidents and by the manager or the treasurer.

The board of directors may appoint one or more persons to declare in the name of the Association, on seizures by garnishment.

### **DIVISION II CONDUCT AND DISCIPLINE**

#### *§1. Duties of members*

**48. Principal duties :** The main duties of a member are :

- (a) to comply with the Insurance Brokers Act ;
- (b) to comply with the orders and by-laws of the Association ;
- (c) to answer without delay all requests for information and explanations submitted by the officers of the Association, its committees and employees thereof, in particular on any matter relating to professional conduct ;
- (d) to account for the execution of any mandate ;
- (e) to be honest and to act as a conscientious adviser towards his clients by informing them of their rights and obligations, by explaining clearly the purposes, conditions, variations, exceptions, duration and cost of insurance, and by giving them any other information deemed necessary or useful ;
- (f) to treat as confidential all information given him in a professional capacity unless authorized in writing by his client or by any other person having an interest in such information ;
- (g) to avoid false statements or restrictions ;
- (h) to give insurers the information to which they are rightfully entitled ;
- (i) to use fair means of competition and solicitation which are consistent with the honour and dignity of his profession ;
- (j) to avoid discrediting his fellow-members ;
- (k) to keep for each insurance contract an accounting of all sums received or collected on behalf of others, to be deposited in a separate account subject to inspection by a representative of the Association duly authorized for such purpose ;
- (l) to keep every brokers' office under the immediate supervision of a member of the Association ;
- (m) to ensure that every brokers' office operated by a corporation contemplated in section 32 of the Insurance Brokers Act, and of which he is a shareholder, be under the immediate supervision of a member of the Association.

## **§2. Derogatory acts**

**49. Statutory :** Under the Insurance Brokers Act, it is an act derogatory to the honour, dignity and discipline of the profession for a member, or a corporation of which he is an officer or a director :

- (a) to commit an offense against the Act respecting insurance (R.S.Q., c. A-32) or an act contemplated in section 360 of the said Act ;

- (b) to fail, without legitimate excuse, to pay to any insurer, on demand or at the fixed time, the premiums which he has collected for him ;

- (c) to be found guilty of an indictable offence by final judgment of a court of competent jurisdiction.

**50. Acts declared derogatory :** It shall also be declared an act derogatory to the honour, dignity and discipline of the profession for a member or for a corporation of which he is an officer or director :

- (a) to neglect his professional duties, in particular those referred to in section 48 ;

- (b) to appropriate money entrusted to him in the exercise of a mandate ;

- (c) to publish or allow to be published in newspapers, magazines, periodicals, or to broadcast or permit to be broadcast on radio or television, advertisements giving any information other than his name or that of the partnership of which he is a member, or of the corporation of which he is a shareholder, officer or director, the names of his partners, his addresses and telephone numbers and those of his partners, his profession, the words and expressions "insurance", "life insurance", "general insurance", the initials of the Association, the initials of his brokers' office, his academic, professional or military titles, his decorations and, where applicable, the professional title conferred upon him by the Association and referred to in section 7 of the Insurance Brokers Act, as well as any other information relating to insurance which is not inconsistent with the honour and dignity of his profession. The following shall, *inter alia*, be declared inconsistent :

- i. advertising reductions in rates or premiums, discounts, rebates, or similar benefits, or using any other term or expression of the same nature ; or
- ii. advertising or permitting any advertising to be made on his behalf jointly with a particular insurer ; or
- iii. comparing his services or competence with those of his colleagues ; or
- iv. using any designations other than those mentioned above ;

- (d) to enter on his stationary or business card any information other than his name or that of the partnership of which he is a member or of the company of which he is a shareholder, officer or director, the names of his partners, his addresses and telephone numbers and those of his partners, his profession, the words and expressions "insurance", "life insurance", "general insurance", the initials of the Association, the initials of his brokers' office, his academic, professional or military titles, his decorations and, where applicable, the professional title conferred upon

him by the Association and referred to in section 7 of the Insurance Brokers Act ;

(e) to maliciously lodge an ill-founded complaint or charge against a fellow-member ;

(f) to share a commission with a client or any person other than a member of the Association or an insurance broker holding a licence issued by the Superintendent of Insurance, or a corporation referred to in section 32 of the Insurance Brokers Act ;

(g) to authorize or permit one of his employees who is not a member of the Association to solicit insurance outside ;

(h) to use the services of an intermediary who is not a member of the Association for the purpose of carrying on insurance business ;

(i) to resort to the Bankruptcy Act (R.S.C., 1970, c. B-3) for the purpose of evading his professional responsibilities ;

(j) to fail to maintain as his sole occupation that of insurance broker.

### §3. Complaints

#### 51. Procedure :

(1) The committee on professional ethics may entrust one of its members with the lodging of a complaint against a member of the Association before the committee on discipline in all cases where derogatory acts, declared such by the Insurance Brokers Act or by the by-laws of the Association, are alleged to have been committed by that member.

(2) A complaint may also be lodged by any other person directly before the committee on discipline.

(3) Before hearing a complaint, the committee on discipline must give the accused a notice of at least 7 days stating briefly the nature of the offence of which he is accused and informing him of the date and place of the hearing.

### §4. Penalties

52. Any of the following penalties may be inflicted, depending on the importance of the offense or of the act derogatory to the honour, dignity or discipline of the profession :

(a) reprimand ;

(b) a fine of a minimum of 100 \$ and of a maximum of 1 000 \$ for the first offence and of a minimum of 500 \$ and

of a maximum of 2 000 \$ for each subsequent offence in the next 2 years ;

(c) temporary suspension or suspension for a fixed period not to exceed 2 years, subject to the right, if deemed proper, to allow the accused to complete unfinished business ; or

(d) expulsion.

Where a penalty is imposed, the member found guilty may be fined to pay, over and above the disbursements, all or part of the fees established according to the following tariff :

(a) the postponement of the case upon request of the member before the committee on discipline : 50 \$ ;

(b) plea of guilty : 50 \$ ;

(c) sentencing by the committee on discipline : 400 \$.

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O.C. 1165-64, (1964) 96 O.G., 3595  
 O.C. 1335-68, (1968) 100 O.G., 2916  
 O.C. 2767-69, (1969) 101 O.G., 3978, 5135  
 O.C. 4325-74, (1974) 106 O.G. II, 4121, O.G. I, 9201  
 O.C. 5324-75, (1975) 107 O.G. II, 4637, O.G. I, 9363  
 O.C. 564-79, (1979) 111 G.O., 6357  
 O.C. 980-80, (1980) 112 G.O. II, 1649, 1653  
 O.C. 1138-80, (1980) 112 G.O. II, 1839, 1840  
 O.C. 251-81, (1981) 113 G.O. II, 935



c. C-75, r.1

## Regulation respecting the application of the Farm Credit Act

Farm Credit Act  
(R.S.Q., c. C-75, ss. 11, 13, 22 and 26)

### DIVISION I DEFINITIONS AND INTERPRETATION

**1.** In this Regulation, unless the context indicates a different meaning, the following words and expressions mean :

- (a) “Act” : the Farm Credit Act (R.S.Q., c. C-75) ;
- (b) “Bureau” : the Office du crédit agricole du Québec ;
- (c) “principal occupation” and “principal activity” : the fact that a person :
  - i. devotes the greater part of his time to his agricultural exploitation, account being taken of the nature of such exploitation ;
  - ii. derives the greater part of his revenue therefrom, except during the period when he is converting the principal type of exploitation of his farm in order to adopt another kind of production and then only during the time required to make such change ;
  - iii. controls the use of his time thereat to the extent required for the normal operations of his exploitation, and, on the whole, his decisions thereon ;
  - iv. is acknowledged in his milieu to be principally engaged in farming ;
- (d) “cultivation of the soil” : exploitation of the soil for the production of crops, either for transformation on the farm or for sale in their natural state and, accessorially, the exploitation of other soil resources ; maple production shall be considered as “cultivation of the soil” for the purposes of the Act but exclusively silvicultural operations shall not be so considered ;
- (e) “raising of livestock” : the raising of cattle, sheep, swine, poultry, goats, rabbits, fish, bees, mink and horses, except racehorses, or their utilization or utilization of their products ; the raising of all other animals or their utilization or utilization of their products as a secondary activity to the main operation is considered as “raising of

livestock” ; the expression “utilization” excludes, in the case of horses, the conducting of races on racetracks ;

(f) “land improvement program” : a detailed description of a land improvement plan or of a plan for the construction or improvement of farm buildings, including the stages of the carrying out of such plans ;

(g) “conversion to another type of operation” : the substitution of another form of production for the principal production of a farm ;

(h) “common law consort” : a person living habitually with another of different sex as husband and wife without their being legally married together ;

(i) “six month period” : a period of 6 months commencing on the first day of May or the first day of November ;

(j) “chartered bank” : a bank incorporated under an act of Parliament of Canada and to which the Bank Act (S.C. 1980-81 c. 40) applies.

All other words and expressions already defined to section 1 of the Act, where used in this Regulation, have the same meaning and refer to the same things as those in this section 1.

### DIVISION II PURPOSES FOR WHICH LOANS MAY BE USED

**2.** Loans made under the Act may be granted for the following purposes :

- (a) purchase of farms or parts of a farm ;
- (b) purchase of livestock, farm implements, agricultural tools or machinery, farm equipment, farm tractors, bulldozers, trucks, pick-ups and any motor vehicle habitually used on a farm, appropriate for the borrower’s farming operations, but excluding any motor vehicle intended as a pleasure vehicle, passenger car or recreation vehicle ;
- (c) construction or repair of farm buildings ;

(d) clearing, draining or any other lasting improvement for the purpose of increasing the farm's productivity ;

(e) consolidation of debts incurred for any agricultural purpose which, in the opinion of the Bureau, is consistent with the agricultural operations of borrower ;

(f) any other purpose which, in the opinion of the Bureau, may contribute to the efficiency of farm operations.

### **DIVISION III** **CONTRACT OF AN AGRICULTURAL** **EXPLOITATION PARTNERSHIP**

**3.** The contract of an agricultural exploitation partnership stipulated in paragraph *j* of section 1 of the Act shall, among other things, contain provisions relative to the following matters, to the satisfaction of the Bureau :

(a) the nature of each partner's contribution and the relative value to the partnership that such contribution represents in the case of each partner ;

(b) the share of profits and losses apportioned to each partner, if the apportionment is not equal.

### **DIVISION IV** **CONTRIBUTION TO THE PAYMENT OF** **EXPENSES**

**4.** The borrower must assume the costs relative to the search, obtaining and registration of titles and to the cancellation of privileges, hypothecs and pledges, with the exception of that part which is payable by the Bureau as determined by Order in Council 1140 dated 14 April 1937.

### **DIVISION V** **PROGRAM FOR IMPROVEMENT OF LAND**

**5.** The land improvement program contemplated in paragraph *d* of section 11 of the Act shall first of all be aimed at land improvement and next, at the construction or improvement of farm buildings, but excepting maintenance costs and current expenses.

This program must be submitted to the Bureau and include, to the latter's satisfaction, among other things :

(a) **in the case of land** : the designation of the area to be improved, the nature and description of the improvements to be made, the estimated cost of the work to be done and a timetable for its carrying out ;

(b) **in the case of farm buildings** : the nature of the constructions or improvements to be made and a descrip-

tion thereof, including size, structure and type of material, its estimated cost and a timetable for its carrying out.

### **DIVISION VI** **PROGRAM OF CONVERSION TO ANOTHER** **TYPE OF OPERATION**

**6.** The program of conversion to another type of operation contemplated in paragraph *d* of section 11 of the Act shall be aimed at achieving a change in the farming system, namely, a major change in the livestock raising livestock raising or crop cultivation program, and in the setting up of a new kind of production, that is, a type of livestock raising or crop production which did not previously exist on such farm or which existed only as an accessory operation. This program shall be submitted to the Bureau and include, to the latter's satisfaction, among other things :

(a) **in the case of land** : the designation of the areas and the nature and description of the changes to be made, the estimated cost of the work and a timetable for its carrying out ;

(b) **in the case of farm buildings** : the nature of the constructions or repairs and a description thereof, including size, structure and type of the material, its estimated cost and a timetable for its carrying out ;

(c) **in the case of animals** : the class and number of animals to be purchased, their cost and probable date of purchase, and also the necessary additional cost entailed by their exploitation ;

(d) **in the case of farm implements and machinery** : a brief description and the cost and probable date of purchase of the appliances, equipment and machinery necessary for such conversion.

The program of conversion to another type of operation must be accompanied by a written attestation from an agrologist of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation to the effect that the conversion plan is likely to promote the development of the farming operation and is compatible with the aims of the said Department.

In the case of conversion of an operation, notwithstanding paragraph *c* of section 1, it shall be permissible for the Bureau to grant persons carrying out such conversion any period of time it considers necessary for him to comply with the said section.

## **DIVISION VII**

### **GENERAL BASIS OF APPRAISAL OF FARMS AND PLEDGED PROPERTY**

**7.** The general basis of appraisal of farms and pledged property for purposes of the Act shall depend on the marketing data for the sector in question on the date of appraisal, and on the agricultural production capacity of the property given as security. The correlation between the value indicated by the said production capacity and that resulting from a comparative study of the data of the said market will be used by the Bureau to establish the value of the farm given as security.

If the loan is to be used in whole or in part for the construction or repair of buildings, to increase in area under cultivation, to improve drainage or irrigation conditions or for any other lasting improvement aimed at increasing the productive value of the farm, the increase in value thereby acquired shall be included in the estimated value.

**8.** The general basis of appraisal of pledged property for the purposes of the Act shall be derived from marketing data for the sector concerned, such data to be based on the prices recorded over a period of time judged reasonable by the Bureau.

## **DIVISION VIII**

### **PROPERTY WHICH MAY BE THE OBJECT OF A PLEDGE OF AGRICULTURAL PROPERTY AND PROPERTY WHICH MAY CONSTITUTE THE BASIS FOR A LOAN SECURED BY PLEDGE OF AGRICULTURAL PROPERTY**

**9.** For purposes of paragraph *g* of section 1 and of paragraph *j* of section 11 of the Act, all the property mentioned in article 1979a of the Civil Code may be the object of a pledge of agricultural property in favour of the Bureau.

However, only the following property may constitute the basis for a loan secured by pledge of agricultural property for purposes of paragraphs *e* and *f* of section 11 of the Act :

(a) breeding stock : of the bovine, ovine, caprine, porcine, equine species, their natural increase and that of the same species which may be substituted therefor in the normal course of agricultural operations ;

(b) farm implements and motor vehicles whose purchase may be the object of a loan according to paragraph *b* of section 2 and also the following agricultural equipment or machinery and farm equipment : equipment, implements, appliances and machinery of a kind not usually attached to real estate or immovable property, intended for use on a farm.

## **DIVISION IX**

### **RATE OF INTEREST AND BASIS OF PROGRESSIVE AMORTIZATION**

**10.** Except in the case and for the period prescribed in section 11, the annual rate of interest payable to the Bureau on a loan is established, at the time the loan is contracted and for the duration of the loan, as follows :

(a) on the first 15 000 \$ of the loan, the rate of interest is 2½ % per annum ;

(b) on the part of the loan exceeding 15 000 \$ but not exceeding 150 000 \$ where the loan is granted to a farmer nor 200 000 \$ where the loan is granted to an agricultural operations corporation, an agricultural operations cooperative an agricultural operations partnership or to joint borrowers, the rate of interest is 8% per annum ;

(c) on the part of the loan exceeding 150 000 \$ for a loan obtained by a farmer or 200 000 \$ for a loan obtained by an agricultural operations corporation, an agricultural operations cooperative, an agricultural operations partnership or joint borrowers, the annual rate of interest is equal to the aggregate of ½ % per annum and the prime rate in effect during the 6-month period in which the deed of loan was signed.

For the purposes of this Regulation, the expression “prime rate in effect during the 6-month period in which the deed of loan was signed” means the prime rate, also referred to as “preferential rate”, that was in force and applied on the day preceding the first day of that period by most chartered banks carrying on business in Québec.

For the purposes of this section, a chartered bank carries on business in Québec where at least one of its branches is located in Québec.

To determine the progressive amortization bases prescribed in section 22 of the Act and according to which loans made under the latter are repaid, the aggregate consisting of the amount of a loan secured by hypothec and of a loan secured by pledge of agricultural property are considered as having 3 parts : the first is made up of the initial 15 000 \$, the second, of the amount exceeding 15 000 \$ but not exceeding 150 000 \$ or 200 000 \$, as the case may be, and the third, of the amount exceeding 150 000 \$ or 200 000 \$, as the case may be. The Bureau determines the ratio between the amounts loaned, their term of repayment and the interest rates, thereby making it possible to establish the amount of the semi-annual, equal and consecutive instalments required to repay each loan in full, including simple interest computed semi-annually and separately on the balance of the part consisting of 15 000 \$, that exceeding 15 000 \$ but not exceeding 150 000 \$, or 200 000 \$, as the case may be, and that exceeding

150 000 \$ or 200 000 \$, as the case may be, respectively ; these instalments include a fraction of interest which decreases proportionately with the increase of the fraction applied to reduction of capital.

**11.** The annual rate of interest payable by an aspiring farmer on a loan contracted with the Bureau on or after 1 May 1981 is established as follows :

(a) on the first 150 000 \$ of the loan, the rate of interest for a duration not exceeding the period prescribed in section 16 is equal to :

i. the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate in effect during the 6-month period in which the deed of loan was signed, where the prime rate increased by  $\frac{1}{2}\%$  per annum is less than or equal to 12% ; or

ii. 12% per annum, plus half of the difference between the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate in effect during the 6-month period in which the deed of loan was signed, and the rate of 12%, where the prime rate increased by  $\frac{1}{2}\%$  per annum exceeds 12% ;

(b) on the part of the loan exceeding 150 000 \$, the rate of interest is equal to the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate in effect during the 6-month period during which the deed of loan was signed. The rate of interest also applies, effective from the date on which the period prescribed in section 16 expires, to the total balance owing on any such plan.

For the purposes of applying this section, the balance owing on 1 May 1981 by an aspiring farmer on a loan contracted before that date is considered as a new inclusive loan granted to the borrower ; the annual rate of interest payable to the Bureau on that balance, effective from 1 May 1981, is established as follows :

(a) on the first 150 000 \$ of the balance owing on that date, the rate of interest, for a duration not exceeding the period prescribed in section 16, is equal to the lowest of the following rates :

i. the rate of interest stipulated in the deed of loan ; or

ii. 12% per annum, plus half of the difference between the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate in effect during the 6-month period in which the deed of loan was signed, and the rate of 12% ;

(b) on the part of the balance exceeding 150 000 \$ owing on that date, the rate of interest is equal to the rate of interest stipulated in the deed of loan, effective from the date on which the period prescribed in section 16 expires, that rate also applies to the total balance owing on any such loan.

To determine the basis of progressive amortization prescribed in section 22 of the Act and according to which a loan provided for in the first paragraph or the balance of a loan provided for in the second paragraph are repaid, the aggregate consisting of the amount or balance thereof secured by hypothec and of the amount or balance thereof secured by pledge of agricultural property is considered to have 2 parts : the first part consisting of the first 150 000 \$ and the second part consisting of the amount exceeding 150 000 \$. The Bureau determines the ratio between the amounts loaned or balance thereof, their term of repayment or the unexpired part of the term, and the interest rates, thereby making it possible to establish the amount of equal and consecutive semi-annual instalments required to fully repay each amount loaned, including simple interest computed semi-annually and separately on the balance of the part consisting of the 150 000 \$ and on the balance of the part exceeding 150 000 \$ respectively ; these instalments include a fraction of interest which decreases proportionally with the increase of the fraction applied to reduction of capital.

Effective from the date on which the semi-annual instalment is paid after the Office has received the declaration of the aspiring farmer prescribed in section 17, and provided that, for the period prescribed in subparagraph c of the first paragraph of section 16, the aspiring farmer has made farming his chief occupation and that the Bureau has obtained proof thereof, the balance owing on that date, by the aspiring farmer after he has paid the instalment on the loan granted to him is, for the purposes of applying this paragraph, considered as a new inclusive loan granted to a farmer, but only for the unexpired part of the term of any such loan. Section 10 then applies to that balance with regard to the rate or rates of interest payable to the Bureau and with regard to determining the basis of amortization.

**12.** Effective from 1 May 1981, section 10 applies to the balance in principal owing and not yet due of the part consisting of the first 15 000 \$ and to the balance of the part exceeding 15 000 \$ but not exceeding 150 000 \$ of a loan contracted before that date by a farmer or an aspiring farmer who has become a farmer where, because of the total annual non-agricultural income of the borrower's legitimate consort not judicially separated from bed and board or of his common-law consort living with him, section 10 does not apply to those parts of the loan before 1 May 1981.

For a loan contracted before 1 May 1981 by an agricultural operations corporation, an agricultural operations cooperative, an agricultural operations partnership, undivided owners considered as farmers pursuant to paragraph c of section 1 of the Act or considered as a partnership pursuant to paragraph j of the said section or by joint

borrowers, the first paragraph applies *mutatis mutandis* to the part of the balance in principal owing but not yet due of the part consisting of the first 15 000 \$ and of the balance of the part exceeding 15 000 \$ but not exceeding 150 000 \$ or, where applicable, 200 000 \$ of such a loan, corresponding to the percentage of the interests in the agricultural operations corporation, agricultural operations cooperative or agricultural operations partnership, the percentage of the rights of ownership of the farm operated by such undivided owners, or the percentage of the interest of an economic farm operated by such joint borrowers, held by a farm operator or a farmer where, because of the total non-agricultural income of the borrower's legitimate consort not judicially separated from bed and board of such an operator or farmer or of his common-law consort living with him, section 10 did not apply to those parts of the loan before 1 May 1981.

For the purposes of applying the second paragraph, the expression "percentage of interests in an agricultural operations corporation or in an agricultural operations cooperative" means the percentage of the number of shares issued for each category and held by a farm operator in an agricultural operations corporation or the percentage of the number of ordinary shares issued or of common shares, where applicable, held by such an operator in an agricultural operations cooperative in proportion to the number of shares issued by the corporation or to the number of ordinary shares issued by the cooperative or, where applicable, of common shares held by all its members.

## DIVISION X LIFE INSURANCE

**13.** Every natural person at least 18 and less than 45 years of age who obtains a hypothecary loan for an amount equal to 75% or more of the land value of the farm offered as security, as established by the Bureau, or a loan secured by pledge of agricultural property must, if the Bureau so requires, transfer to the lender the benefits of an insurance policy on his life or participate in the group life insurance plan to which are eligible all persons who have obtained a loan under the Act, the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1) or Subdivision 1 of Division II of the Forestry Credit Act (R.S.Q., c. C-78), for an amount equal to the first 50 000 \$ of the loan calculated in the manner prescribed in the fourth paragraph of section 14 for the duration of the loan but not past the date preceding the date of the said person's seventieth birthday in order to guarantee, in the event of his death, payment of the said amount or an amount equivalent to the actual principal balance of the loan then owing, whichever is less.

When a loan contemplated in the first paragraph is obtained by several natural persons considered as a farmer under paragraph c of section 1 of the Act and one or several of these persons are at least 18 and less than 45 years of age, the said paragraph shall apply *mutatis mutandis*, however, the Bureau shall decide whether insurance is required from only one or from several of the persons who are at least 18 and less than 45 years of age and, if insurance is required from several, the maximum amount of insurance of 50 000 \$ contemplated in the said paragraph shall be divided among them in the proportions determined by the Bureau.

When a loan contemplated in the first paragraph is obtained by an agricultural operations corporation, cooperative or partnership, by joint borrowers or by several natural persons considered as an agricultural operations partnership under paragraph j of section 1 of the Act, the person designated by the Bureau, who is at least 18 and less than 45 years of age and who is one of the shareholders, shareholder-producers or members, as the case may be, or partners in such corporation, cooperative or partnership or who is one of the said borrowers or natural persons must transfer to the lender the benefits of an insurance policy on his life or participate in the plan contemplated in the first paragraph, for an amount equal to the first 50 000 \$ of the loan, calculated in the manner prescribed in the fourth paragraph of section 14 for the duration of the loan but not past the date preceding the date of the said person's seventieth birthday in order to guarantee, in the event of his death, payment of the said amount or an amount equivalent to the actual principal balance of the loan then owing, whichever is less.

At the time a loan is obtained and for its duration, the amount of mandatory life insurance contemplated in the first, second and third paragraphs shall first apply to the loan secured by pledge of agricultural property and then to the hypothecary loan. Where a hypothecary loan contemplated in the first paragraph is obtained by a borrower at the same time as a loan secured by pledge of agricultural property whose amount, calculated the manner prescribed in the fourth paragraph of section 14 is under 50 000 \$, the fraction of the amount of insurance required that exceeds the amount of the loan secured by pledge of agricultural property must be applied to the first 50 000 \$ of the hypothecary loan.

Every hypothecary loan for an amount less than 75% of the land value of the farm offered as security, as established by the Bureau, is not subject to this section.

**14.** When prescribed by the Bureau in the conditions of a loan granted to a natural person at least 18 and less than 45 years of age, that person must, with respect to the loan or fraction of the loan to which the section 13 do not ap-



plies, as the case may be, transfer to the lender, in addition to any amount of insurance required under the said section, where applicable, the benefits of an insurance policy on his life or participate in the group life insurance plan contemplated in section 13 for an amount equal to that of the loan or fraction of the loan not subject to the said section, as the case may be, or for a lesser amount determined, in each case, by the Bureau and which must be maintained for the duration prescribed by the latter but not exceeding the duration of the loan or the date preceding the said person's seventieth birthday in order to guarantee payment in the event of his death.

Every natural person at least 45 and less than 70 years of age who obtains a loan must, if it is prescribed by the Bureau in the conditions of the loan, transfer to the lender the benefits of an insurance policy on his life or participate in the plan contemplated in section 13 for an amount determined by the Bureau and for the duration prescribed by the latter but not exceeding the duration of the loan or the date preceding the said person's seventieth birthday in order to guarantee payment of the loan in the event of his death.

Where a loan is obtained by an agricultural operations corporation, cooperative or partnership, by joint borrowers or by several natural persons considered as a farmer under paragraph c of section 1 of the Act or as an agricultural operations partnership under paragraph j of the same section, the first or second paragraphs, if prescribed by the Bureau in the conditions of the loan, shall apply *mutatis mutandis* to all or part of the loan to which the section 13 do not applies. In such case, the Bureau designates the person who will be required to maintain insurance on his life in accordance with the first or second paragraphs and determine the amount for each person if the insurance is required for several persons.

To establish the first 50 000 \$ of a loan contemplated in section 13, the Bureau calculates on the basis of its available data, as if it were part of the loan, the total amount of the actual balance or the part of the actual balance on the principal of the loans granted, from 1 August, 1978, under the Act, the Act to promote long term farm credit by private institutions and the Forestry Credit Act and whose payment is guaranteed, in the event of his death, under the said plan in accordance with section 13 of this Regulation, section 29 of the Regulation respecting the Act to promote long term farm credit by private institutions (c. C-75.1, r.2), or section 23 of the Regulation respecting the application of the Forestry Credit Act (c. C-78, r.1)

## **DIVISION XI**

### **CRITERIA FOR JUDGING NEED FOR LOAN**

**15.** In judging need for a loan, the Bureau will take into account the borrower's overall financial situation, other sources of financing at his disposal or available to him and also the use he intends to make of the loan.

## **DIVISION XII**

### **ASPIRING FARMER**

**16.** When a person applies for a loan as an aspiring farmer, he must, in addition to meeting the other conditions for obtaining it :

(a) show that the resources of the farm for which the loan is requested are such as to allow the Bureau to expect that the applicant will be able to make farming his principal occupation within the delay stipulated in subparagraph c ;

(b) submit to the Bureau a programme for the development of the exploitation of the said farm during the delay stipulated in subparagraph c and a written undertaking to carry out the said programme within that delay ;

(c) provide the Bureau with a written undertaking to make farming his principal occupation within a delay which must not exceed 5 years after :

i. the date of the first of any loans contracted by him either as an aspiring farmer under the Farm Credit Act (R.S.Q., c. C-75) the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1), the Act to promote farm improvement (R.S.Q., c. A-18) or the Act to promote credit to farm producers (R.S.Q., c. C-77) or as an individual whose principal occupation is not farming under sections 33 to 36 and 38 of the Farm Credit Act (R.S.C., 1970, c. F-2), or the date on which a grant has been made to him as an aspiring farmer under the Act to promote the development of agricultural operations (R.S.Q., c. M-36), whichever came first ; or

ii. the date on which he contracts a loan under the Act, if he has not yet contracted any loan or has not received any grant as an aspiring farmer under one of other of the 6 above-mentioned Acts.

A physical person who has ceased to be an aspiring farmer may recover his status of aspiring farmer provided that he proves to the Bureau that he ceased to be an aspiring farmer for a valid reason and that he has repaid any loan contracted under one or other of the acts mentioned in subparagraph i of subparagraph c of the first paragraph. If he has again begun to make farming one of his occupations, but not the principal one, and if he then applies for a

loan, he shall be considered as having the status of aspiring farmer for the first time.

**17.** An aspiring farmer to whom a loan has been granted must, within 30 days of the expiry of the delay stipulated in subparagraph *c* of the first paragraph of section 16, send to the Bureau, by registered or certified mail, a solemn declaration stating that he is making farming his principal occupation and the date on which he began to do so; however, such declaration may be submitted at any time before the said delay if the aspiring farmer began to make farming his principal occupation before that delay.

**18.** If an aspiring farmer who is a borrower has not made farming his principal occupation within the delay stipulated in subparagraph *c* of the first paragraph of section 16, the Bureau may demand full and immediate repayment of any outstanding balance of the principal and interest of the loan.

### **DIVISION XIII LEASE OF A LESSEE OR EMPHYTEUTIC TENANT OF A FARM**

**19.** The lease of a lessee or emphyteutic lessee of a farm must be registered by notarial deed or by deed under private seal which must be registered at the registry office of the division where the farm which is to be leased is situated; the unelapsed term of the lease must be at least as long as the duration of the loan but, in the case of a farm lessee's lease, the optional period of renewal allowed to the lessee in the lease if need be shall also be taken into account provided he undertakes in writing to avail himself of the option, and to comply, within the prescribed time limit, with the formal procedures required to exercise the option as well as, before expiry of the initial term of the lease or the renewed term of the lease as the case may be, to register a statement containing those facts and a description of the farm in accordance with article 2168 of the Civil Code.

When a borrower is considered as lessee of a farm under section 11 of the Act, the location ticket held for such farm is considered as a lease for the purposes of this Regulation, but it is not necessary to have it registered.

A copy of the lease or, as the case may be, emphyteutic lease bearing a registration certificate must be supplied to the Bureau, which will keep it for the duration of the loan.

### **DIVISION XIV PROGRAMME OF FINANCIAL OPERATIONS**

**20.** When a loan is granted to a person in his capacity of aspiring farmer, this loan must be accompanied by a programme of financial operations involving for this person a written undertaking, during the delay stipulated in subparagraph *c* of the first paragraph of section 16:

(a) to keep cash basis method or accrual basis method;

(b) to prepare annually a statement of receipts and disbursements or a statement of revenues and expenses, as the case may be, resulting from the operation of the farm of which he is owner or lessee and also a statement of the sources and application of funds;

(c) to allow the Bureau, its representatives or employees, free access to examine the said accounts and statements mentioned in paragraph *b*;

(d) to supply annually to the Bureau, within the delay which is to be stipulated in the deed of loan, a duplicate of the statements mentioned in paragraph *b*; and

(e) to provide beforehand the Bureau, if the said person is applying for a loan to establish himself on a farm, with proof that he has adhered to a productivity programme approved by the Minister of Agriculture, Fisheries and Food by means of an attestation to that effect duly signed by an authorized representative of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation.

Where a person at least 18 and not over 40 years of age applies for a loan in a capacity other than aspiring farmer for the purpose of settling on a farm, this loan must be accompanied by a programme of financial operations comprising in such case, only proof of participation in a productivity programme prescribed in subparagraph *e* of the first paragraph; similar proof of participation must be submitted by the borrower in the case of several natural persons in undivided ownership of a farm considered as a farmer under paragraph *c* of section 1 of the Act or as a partnership under paragraph *j* of the said section who apply for a loan as in that capacity or in the case of several persons who apply for a loan, as joint borrowers, if one or more of these persons are at least 18 and not over 40 years of age and use the loan to settle on a farm.

The Bureau may prescribe in the conditions of any loan contemplated in the second paragraph that one or more of the commitments referred to in subparagraphs *a* to *d* of the first paragraph be included in the programme of financial operations.

**21.** In all cases not contemplated in section 20 the Bureau may also require from every applicant for a loan that he submit a programme of financial operations comprising one or more of the commitments referred to in subparagraphs *a* to *e* of the first paragraph of the said section.

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O.C. 2782-72, (1973) 105 O.G.II, 4645  
O.C. 4705-75, (1975) 107 O.G.II, 5541  
O.C. 2339-78, (1978) 110 G.O., 4615, and (1980) 112 G.O. II, 1302  
Decision of 05.02.80, (1980) 112 G.O.II, 1113  
O.C. 931-81, (1981) 113 G.O. II, 1239 and 2528



c. C-75.1, r.1

**Décret d'application de l'article 38 de la  
Loi favorisant le crédit agricole à long  
terme par les institutions privées**

An Act to promote long term farm credit by private  
institutions

(R.S.Q., c. C-75.1)

See French Edition



c. C-75.1, r.2

## **Regulation respecting the Act to promote long term farm credit by private institutions**

An Act to promote long term farm credit by private institutions  
(R.S.Q., c. C-75.1, s. 37)

### **DIVISION I DEFINITIONS AND INTERPRETATION**

**1.** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “Act” : the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1) ;

(b) “Office” : the Office du crédit agricole du Québec established under the Farm Credit Act (R.S.Q., c. C-75) ;

(c) “principal occupation” or “principal activity” : the activity performed when a person :

i. devotes the majority of his time to his agricultural operation taking into account its nature ;

ii. derives the majority of his income therefrom except for the period during which that person is converting the main operation of his farm to another type of production and only for the period of that changeover ;

iii. controls the use of his time on his agricultural operation as required by its normal operations and decision making processes ;

iv. is acknowledged in his milieu to be mainly engaged in farming ;

(d) “cultivation of the soil” : utilisation of the soil to produce crops either for processing on the farm or for sale in their natural state, and as a secondary consideration, the utilization of other resources of the soil ; maple production shall be considered as “cultivation of the soil” for the purposes of the Act but exclusively silvicultural operations shall not be so considered ;

(e) “raising of livestock” ; the raising of cattle, sheep, swine, poultry, goats, rabbits, fish, bees, mink and horses except race horses or their utilization or utilization of their products ; the raising of any other animals or their utilization or utilization of their products as an accessory to the principal operation is deemed to be “raising of livestock” ;

the term “utilization” in the case of horses, excludes conducting of races on racetracks ;

(f) “land improvement programme” : a detailed description of a land improvement plan or a plan for the improvement or construction of farm buildings which includes the stages of construction ;

(g) “conversion to another type of operation” : the substitution of another form of production for the principal production of a farm ;

(h) “common law consort” : a person living habitually with a person of the other sex, as husband and wife without being legally married to the other ;

(i) “six-month period” : the 6 months period beginning 1 May or 1 November ;

(j) “chartered bank” : a bank constituted as a corporation under an Act of the Parliament of Canada and to which the Bank Act (S.C., 1980-81, c. 40) applies.

### **DIVISION II DESIGNATED INSTITUTIONS**

**2.** In addition to a credit union or a bank, the following institutions are institutions which may grant a loan under the Act :

(a) the Fiducie du Québec, a corporation incorporated under the Trust Companies Act (R.S.Q., c. C-41) ;

(b) the Crédit Industriel Desjardins Inc., a corporation incorporated under Part 1 of the Companies Act (R.S.Q., c. C-38) ;

(c) the Coopérants, Compagnie Mutuelle d'Assurance-Vie, incorporated as a mutual insurance company, (S.Q., 1962, c. 89) ;

(d) La Sauvegarde Life Insurance Company, a corporation incorporated under the Act respecting La Sauvegarde Life Insurance Company (S.C., 1911, c. 139) ;

(e) the General Trust of Canada, a corporation incorporated under the Act to amalgamate the General Trust of Canada and the Administration and Trust Company (S.Q., 1970, c. 80);

(f) Desjardins Mutual Life Assurance Company, a corporation incorporated under the Act to incorporate Desjardins Mutual Life Insurance (S.C., 1959, c. 60);

(g) Savings and Investment Trust, a corporation incorporated under the Act to amalgamate Savings and Investment Ltd., and Savings and Investment Trust (S.Q., 1973, c. 94);

(h) Procan Mortgage Corporation, a corporation incorporated by letters patent issued under the Loan Companies Act (R.S.C., c. L-12).

### **DIVISION III CONTRACT OF AN AGRICULTURAL OPERATIONS PARTNERSHIP**

**3.** The contract of an agricultural operations partnership prescribed in paragraph *i* of section 1 of the Act must include provisions satisfactory to the Office respecting the following points :

(a) the nature of each partner's contribution and its relative value for each partner in the partnership ; and

(b) the degree of participation of each partner in the profits and losses of the partnership unless divided equally.

### **DIVISION IV ASPIRING FARMER**

**4.** When a person applies for a loan as an aspiring farmer, he must, in addition to meeting the other conditions for obtaining it :

(a) show that the resources of the farm for which the loan is requested are such as to allow the Office to expect that the applicant will be able to make farming his principal occupation within the period prescribed in subparagraph *c* ;

(b) submit to the Office a farm operation development programme during the period prescribed in subparagraph *c* and a written promise to carry out the programme within that period ;

(c) provide the Office with a written promise to make farming his principal occupation within a period which must not exceed 5 years after :

i. the date of the first of any loans he has contracted either as an aspiring farmer under the Act to promote long term farm credit by private institutions (R.S.Q., c.

C-75.1), the Farm Credit Act (R.S.Q., c. C-75), the Act to promote farm improvement (R.S.Q., c. A-18), or the Act to promote credit to farm producers (R.S.Q., c. C-77), or as an individual, whose principal occupation is not farming, under sections 33 to 36 and 38 of the Farm Credit Act (R.S.C., 1970, c. F-2) or the date on which a grant is made to him as an aspiring farmer under the Act to promote the development of agricultural operations (R.S.Q., c. M-36), whichever is earliest ; or

ii. the date on which he contracts a loan under the Act, if he has not yet contracted any loan or has not yet received any grant as an aspiring farmer under one or other of those 6 Acts.

A natural person who ceased to be an aspiring farmer may recover his status of aspiring farmer provided he proves to the Office that he ceased to be an aspiring farmer for a valid reason and that he has repaid any loan contracted under any of the Acts mentioned in subparagraph *i* of paragraph *c* of the first paragraph. If he has again begun to make farming one of his occupations, but not the principal one, and if he then applies for a loan, he shall be considered as having the status of aspiring farmer for the first time.

**5.** An aspiring farmer to whom a loan has been granted must, within 30 days of the expiry of the period prescribed in subparagraph *c* of the first paragraph of section 4, send to the Office by registered or certified mail, a solemn declaration stating that he is making farming his principal occupation and the date on which he began to do so ; however, the declaration may be submitted at any time before the prescribed period if the aspiring farmer began to make farming his principal occupation before that period.

### **DIVISION V GENERAL BASIS FOR THE APPRAISAL OF FARMS AND PLEDGED PROPERTY**

**6.** The general basis for the appraisal of farms and pledged property for the purposes of the Act depends on marketing data for the sector in question on the date of appraisal, and on the agricultural production capacity of the property given as security. The correlation between the value indicated by the production capacity and the value resulting from a comparative study of the data of the market will be used by the Office to establish the value of the farm given as security.

**7.** If the loan is to be used in whole or in part to construct or repair buildings, to increase the area under cultivation, to improve drainage or irrigation conditions or for any other lasting improvement aimed at increasing the productive value of the farm, the increase in value thus acquired shall be included in the estimated value.

**8.** The general basis for the appraisal of pledged property for the purposes of the Act shall be derived from marketing data for the sector concerned. The data must be based on prices recorded over a period of time that is deemed reasonable by the Office.

#### **DIVISION VI LOAN CRITERIA**

**9.** In order to determine if a loan is needed, the Office shall consider the borrower's overall financial situation, other sources of financing accessible or available to him and the use to which he intends to put the loan.

#### **DIVISION VII PROPERTY CONSTITUTING PLEDGE OF AGRICULTURAL PROPERTY AND PROPERTY CONSTITUTING THE BASIS FOR A LOAN SECURED BY PLEDGE OF AGRICULTURAL PROPERTY**

**10.** For the purposes of paragraph *o* of section 1 of the Act and of subparagraph *d* of the first paragraph of section 37 of the Act, all property mentioned in article 1979*a* of the Civil Code may constitute a pledge of agricultural property in favour of the lender.

However, of that property, only the following property may constitute the basis for a loan secured by a pledge of agricultural property for the purposes of section 3 of the Act and of subparagraph *b* of the first paragraph of section 4 of the Act :

(*a*) breeding stock : bovine, ovine, caprine, porcine, or equine stock or their natural increase and that of the same stock substituted for it during the normal course of operations ;

(*b*) farm implements and motor vehicles purchased with the proceeds of a loan under the paragraph *b* of section 9 of the Act as well as the following farm tools or machinery or equipment : equipment, appliances and machinery of a kind not usually attached to real estate or immoveable property, intended for use on a farm.

#### **DIVISION VIII LEASE OF A LESSEE OR EMPHYTEUTIC TENANT OF A FARM**

**11.** The lease of a lessee or emphyteutic tenant of a farm must be evidenced by notarial deed or by deed under private seal which must be registered at the registry office of the division where the farm which is to be leased is situated ; the unelapsed term of the lease must be at least as long as the duration of the loan, but in the case of the farm lessee's lease, the optional period of renewal allowed to the lessee in the lease, if need be, shall also be taken into account, provided he contracts in writing to avail himself of the option, and to complete, within the prescribed time limit, the formal procedures required to exercise the option as well as, before expiry of the initial time limit of the lease or the renewed time limit of the lease, as the case may be, to register a statement containing those facts and a description of the farm in accordance with article 2168 of the Civil Code.

If a borrower is considered a farm lessee under section 12 of the Act, the location ticket of the farm shall be considered as a lease for the purposes of this Regulation and need not be registered.

#### **DIVISION IX PROGRAMME OF FINANCIAL OPERATIONS**

**12.** If a loan is granted to a person as an aspiring farmer, the loan must be accompanied by a programme of financial operations involving for that person a written promise effective for the period prescribed in subparagraph *c* of the first paragraph of section 4 :

(*a*) to keep records on a cash or accrual basis method ;

(*b*) to prepare annually a statement of receipts and disbursements or a statement of income and expenses, as the case may be, resulting from the operation of the farm of which he is owner or lessee and also a statement of the sources and application of funds ;

(*c*) to allow the Office, its representatives or employees, free access to examine the account and statements mentioned in subparagraph *b* ;

(*d*) to supply annually to the Office, within the period prescribed in the deed of loan, a duplicate of the statements mentioned in subparagraph *b* ; and

(*e*) if the person is applying for a loan to establish himself on a farm, to first provide the Office with proof that he had adhered to a productivity programme approved by the Minister of Agriculture, Fisheries and Food by means

of an attestation to that effect duly signed by an authorized representative of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation.

If an applicant, who is at least 18 nor more than 40 years of age, requests a loan in a capacity other than that of aspiring farmer in order to establish himself on a farm, the loan must be accompanied by a programme of financial operations involving, in this case, only the production of proof of participation in a productivity programme as prescribed in subparagraph *e* of the first paragraph; in the case of several natural persons in undivided ownership of a farm who are considered a single farmer under paragraph *e* of section 1 of the Act or as a partnership under subparagraph *ii* of paragraph *i* of section 1 of the Act who request a loan in that capacity or that of several persons who request a loan as joint borrowers, if one or more of those persons is at least 18 nor more than 40 years of age and is using the loan to establish himself on a farm, proof to that effect must be supplied by the borrower.

The Office may prescribe, under the conditions of any loan contemplated in the second paragraph, that the programme of financial operations also include one or several of the promises prescribed in subparagraphs *a* to *d* of the first paragraph.

**13.** In any case not contemplated by section 12, the Office may also require of any person requesting a loan that a programme of financial operations including one or several of the promises prescribed in subparagraphs *a* to *e* of the first paragraph of that section be submitted by the person.

## **DIVISION X INTEREST RATE**

**14.** The annual interest rate for a loan contracted on or after 1 November 1979 may not exceed, at the time the loan is contracted, the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate and, during its term, must be adjusted at the times and in the manner prescribed in sections 15 and 17.

For the purposes of this Regulation, the "prime rate" means the prime rate, also called the "preferred rate" which is in force and applied the day prior to the first day of a six-month period by the majority of the chartered banks doing business in Québec.

For the purposes of this section, a chartered bank is considered as doing business in Québec if it has at least one branch office operating in Québec.

**15.** Subject to section 16, every time that, on the first day of a six-month period, during the term of a loan, the prime rate as defined in section 14 is different from the

prime rate of the previous six-month period, the annual rate of interest payable on the principal of the loan is automatically adjusted as of the first day to the aggregate of  $\frac{1}{2}\%$  per annum and the existing prime rate.

**16.** If the lender and borrower agree, the annual rate of interest on a loan will not be adjusted until after the expiry of each 5-year period included in the loan repayment period as defined in section 21 in order that, during the six-month period the loan was first contracted and during the 5-year period for its repayment, the rate will remain equal to that fixed at the time the loan was contracted and be adjusted automatically on the first day of each subsequent 5-year period to the aggregate of  $\frac{1}{2}\%$  per annum and the prime rate.

If, for some reason, the final days, months or years of the term of the loan do not cover a 5-year period, the first day of that period is however considered to be the first day of a 5-year period for the purposes of the first paragraph.

**17.** Despite sections 15 and 16, if the annual rate of interest as fixed by the conditions of the deed of loan is less than the maximum rate of interest prescribed in section 14, the decrease in the rate of interest representing the difference between the maximum rate prescribed in section 14, and that initially fixed by the conditions of the deed of loan must be included in any order subsequent rate adjustment in order that the interest rate for the loan at every adjustment period prescribed in sections 15 or 16, as the case may be, is automatically adjusted to the aggregate of  $\frac{1}{2}\%$  per annum, and the prime rate, minus, in either case, the decrease in the interest rate.

**18.** No excess fees, services or administration fees, commissions or consideration of any kind other than interest shall be paid to the lender in respect of a loan unless the borrower is in default. Any procedure aimed at indirectly increasing the interest rate and charging an interest rate exceeding the maximum prescribed in this Regulation is prohibited.

## **DIVISION XI TERMS AND CONDITIONS FOR REPAYMENT AND THE BASES FOR AMORTIZATION**

**19.** Payment of interest on a hypothecary loan, which must only include the interest accrued on any amount of the loan actually disbursed, shall be due the first day of the six-month period immediately after the six-month period during which the deed of loan was signed. Payment shall then be made on the due date of every payment on the principal in addition to the payments on the principal.



Repayment of the principal of the loan must be made in 59 or less semi-annual consecutive graduated payments, with each payment increasing by 3% over the previous one, and are paid on 1 May and 1 November of each year. The first payment is due 6 months after the due date of the first interest payment contemplated in the first paragraph. The last payment including, if necessary, any balance owing on the loan, shall be paid within a period of time that does not exceed the period prescribed in the first paragraph of section 14 of the Act, subject however to the fourth paragraph of that section and of the second paragraph of section 21.

**20.** Interest payments on a loan secured by pledge of agricultural property which must include only the interest accrued on any part of the loan actually disbursed, is due the first day of the six-month period immediately after the six-month period during which the deed of loan was signed. Payment shall then be made on the due date of every payment on the principal and in addition to payment on the principal.

Reimbursement of the principal of the loan must be made in 29 or less semi-annual consecutive graduated payments, with each payment increasing by 3% over the previous one, and are paid on 1 May and 1 November of each year. The first payment is due 6 months after the due date of the first interest payment contemplated in the first paragraph. The last payment, including, if necessary, any balance then owing on the loan shall be paid within a period of time that does not exceed the period prescribed in the second paragraph of section 14 of the Act, subject to the fourth paragraph of the same section.

**21.** Subject to the fifth paragraph, amortization of the principal of a loan used to establish all the payments required to completely repay the loan shall be based on the amount of the first payment as calculated in the manner prescribed in the third paragraph using a leverage factor of 3% to calculate the amount of subsequent payments in order that the total number of payments on the principal may be equal to the number of six-month periods included in the repayment period for the loan or for the case contemplated in the second paragraph, equal to the number of six-month periods included in the amortization period if in excess of the repayment period for the loan.

In order to determine the number of payments on the principal required to completely repay a hypothecary loan, it is expedient that in establishing the loan conditions, the Office use an amortization period exceeding 29 ½ years but not exceeding 39 years. However, in that case, the term of the loan may not exceed a 30 year period calculated from the date of signature of the deed of loan. The amount of the last payment on the principal instead of

only equalling the amount of the prior payment accrued at the rate mentioned in the first paragraph must include the actual balance of the loan.

For the purposes of the first paragraph, the amount of the first payment of the loan shall be obtained by multiplying the amount of the loan by the rate mentioned above and by dividing the product by a figure equal to 1,03 raised to a power corresponding to the number of six-month periods contemplated in the said paragraph and then decreased by 1.

For the purposes of this section and sections 16, 22 and 39, the expression "repayment period for the loan" mean the period of time from the first day of the six-month period subsequent to that during which the loan was contracted until the date of expiry of the term of the loan.

In order to apply the leverage factor prescribed in the first paragraph, the amount of the first payment calculated in the manner described in the third paragraph may be adjusted so that in rounding off subsequent payments to the nearest hundredth, no balance is left after the final payment.

## DIVISION XII CERTIFICATE

**22.** For the purposes of section 13 of the Act, every certificate contemplated in that section must :

(a) contain all the information needed to identify the person requesting a loan whose loan application has been submitted to the Office for study, such as his name or company name, the address of his domicile or head office and the number of his file at the Office ;

(b) specify the maximum amount of the loan that the person requesting the loan is authorized to obtain under the Act, and the repayment period for the loan and the type of security required ;

(c) note the purposes, conditions, loan payment conditions, a description of the property that secures the loan and, where applicable, any other accessory or secondary conditions to which the loan is subject ; and

(d) carry the signature of 2 persons duly authorized by the Office, the date and the place of issue as well as the official seal of the Office.

The following conditions which apply to the certificate contemplated in the first paragraph and are an integral part of the certificate must also appear on it :

(a) the authorized loan must be contracted before expiry of the period of time indicated on the certificate by the Office or of any additional period fixed and authorized by the Office after the date on the certificate ;

(b) the certificate shall be subject to modification or annulment by the Office if it was obtained through false statements by the person requesting the loan or if a significant change in his financial situation or the condition of the security offered occurred before the parties signed the deed establishing the loan authorized by the terms of the certificate. Modification or annulment has no effect on the lender unless the latter has been notified in writing before execution of the deed ;

(c) the certificate may not be transferred and must be returned to the lender.

### **DIVISION XIII** **CONTRIBUTION TO PAYMENT OF INTEREST**

**23.** In the case of a loan the amount of which on the date contracted, including any balance on the principal contemplated in the fourth paragraph, does not exceed 15 000 \$, the contribution to the payment of the interest in respect of that loan, as contemplated in section 24 of the Act and payable in accordance with sections 25 and 26, shall be equal to the difference between the interest payable to the lender on the principal of the loan under the terms of the deed of loan and the interest calculated at a rate of 2½ % per annum, subject however to section 24.

In the case of a loan the amount of which on the date contracted, including any balance on the principal calculated in accordance with the fifth paragraph exceeds 15 000 \$ without exceeding 150 000 \$ in the case of a farmer or an aspiring farmer or 200 000 \$ in the case of an agricultural operations corporation, of an agricultural operations cooperative, of an agricultural partnership or joint borrowers, the contribution to the payment of interest in respect of that loan, payable in accordance with sections 25 and 26 shall include an amount equal to the difference between the part of the interest payable to the lender on the principal of the loan under the terms of the deed of loan in proportion to the fraction of the loan corresponding to 15 000 \$, and the interest calculated at a rate of 2½ % per annum as well as an amount equal to the difference between the other part of the interest payable to the lender on the principal of the loan under the terms of the deed of loan in proportion to the fraction of the loan corresponding to the amount over 15 000 \$ and the interest calculated at a rate of 8 % per annum subject however to section 24.

If the amount of a loan, as determined in the second paragraph exceeds on the date the loan was contracted, 150 000 \$ or 200 000 \$, as the case may be, no contribution may be paid by the Office to the payment of the interest on the part proportionate to the fraction of the loan corresponding to the amount in excess of 150 000 \$ or 200 000 \$, as the case may be.

For the purposes of establishing, on the date on which a loan was contracted, the amount contemplated in the first paragraph, the Office shall take into account :

(a) in the case of a farmer :

i. the balance owing by him on that date under the Act or, as the case may be, his part of the balance owing that date under the Act on the part of any other loan he obtains or has already obtained individually or jointly with any other person or which he assumes or has assumed individual or joint payment with any other person to which shall apply the contribution to payment of that part of the interest of the loan exceeding 2½ % per annum ; and

ii. the balance owing by him on that date under the Farm Credit Act or, as the case may be, his part of the balance owing on that date under the said Act on the part of any loan he obtains or has obtained individually or jointly with any other person or which he assumes or has assumed individual or joint payment with any other person, which carries interest at a rate of 2½ % per annum ;

(b) in the case of an agricultural operations corporation, cooperative or partnership :

i. its balance owing on that date under the Act on the part of any other loan that it obtains or has already obtained or on which it assumes or has assumed payment to which shall apply the contribution to the payment of that part of the interest of the loan exceeding 2½ % per annum ; and

ii. its balance owing on that date under the Farm Credit Act on the part of the loan that it obtains or has already obtained or on which it assumes or has assumed payment which carries an interest of 2½ % per annum ;

(c) in the case of joint borrowers or natural persons considered as a partnership under subparagraph ii of paragraph i of section 1 of the Act :

i. their balance owing in that quality or by each of them individually under the Act or as the case may be, the part for each of them of the balance owing on that date under the Act on the part of any loan they obtain or have already obtained or on which they assume or have assumed payment or, as the case may be, on the part of any loan which each of them obtains or has already obtained individually or jointly with any other person or which each of them assumes or has assumed individual or joint payment with any other person to which shall apply the contribution to the payment of that part of the interest exceeding 2½ % per annum ; and

ii. their balance owing on that date in that quality or by each of them individually under the Farm Credit Act or, as the case may be, the part of the balance owing by

each on that date under the said Act on the part of the loan they obtain or have already obtained or on which they assume or have assumed payment or, as the case may be, on the part of any loan obtained by each or already obtained individually or jointly with any other person or on which each of them assumes or has assumed payment individually or jointly with any other person carrying an interest rate of 2½% per annum.

For the purposes of establishing if, in accordance with the second paragraph, on the date a loan was contracted, the amount of the loan exceeded 15 000 \$ without exceeding 150 000 \$ or 200 000 \$, as the case may be, and of determining the part of the balance of other loans owing by the borrower under the Act to which shall apply the contribution to the payment of that part of the interest of the loan exceeding 8% per annum and that part of the balance of the loans owing under the Farm Credit Act carrying an 8% per annum interest rate, the fourth paragraph shall apply *mutatis mutandis*.

In the case of a person who singly or jointly assumes with any other person, through succession or otherwise, payment of a loan, the preceding paragraphs shall apply *mutatis mutandis* in order to establish the contribution to the payment of the interest regarding the loan.

**24.** In the case of a loan contracted by a person as an aspiring farmer, the contribution to the payment of the interest contemplated in section 24 of the Act shall apply with respect to the interest accrued on the loan only from the first day of the six-month period after that in which the Office receives the declaration contemplated in section 5, provided the person makes farming his principal occupation within the time limit prescribed in section 4 and the Office has obtained proof of the fact and the balance still owing on the unpaid principal of the loan after the payment required on the said first day shall be considered a new loan in order to determine, in the manner prescribed in section 23, the first 15 000 \$ of the balance as well as that part exceeding 15 000 \$ without exceeding 150 000 \$.

For the purposes of the first paragraph and the application of subparagraph *a* of the fourth paragraph of section 23, the Office takes into account any balance referred to in that subparagraph on the day provided for in the first paragraph.

The subparagraph *b* of the first paragraph of section 25 and the second paragraph of the same section shall apply *mutatis mutandis* in order to determine the payment periods for the contribution to the payment of the interest contemplated in the first paragraph.

Despite the first paragraph, a contribution to the payment of interest is payable, in the manner prescribed in sections 25 and 26 and for a time limit not exceeding the

prescribed period provided for in section 4, with respect to a loan or the balance of a loan contracted as of 1 August 1978 by a person as an aspiring farmer, each time, as of 1 May 1981, but prior to the day referred to in this paragraph, the annual rate of interest payable on the loan for a six-month period exceeds 12%. The contribution is only computed effective from 1 May 1981 and is equal to one-half of the difference between the interest payable under the terms of the deed of loan in accordance with this Regulation and the interest calculated at a rate of 12% per annum.

The total amount in principal with respect to which the contribution prescribed in the fourth paragraph applies must not exceed 150 000 \$. To establish the latter amount, the Office takes into account balances owing and not yet due by the borrower on all loans referred to in the sixth paragraph, by order of seniority of the latter, until the amount of 150 000 \$ is reached, and the contribution to the payment of interest provided for in the fourth paragraph then applies with respect to each of these balances and, where applicable, to the part of the balance required to reach that amount, but, in the latter case, in proportion only to the fraction that the said part represents with respect to the totality of the said balance.

For the purposes of the fifth paragraph and for calculating the amount provided for therein, the Office takes into account :

(a) the balance owing by the borrower, under the Act or, as the case may be, his part of the balance owing under the Act on the part of the loan he obtains or has already obtained individually or jointly with any other person or for which he assumes payment, through succession or otherwise, individually or jointly with any other person to which the contribution to the payment of the interest provided for in the fourth paragraph applies ; and

(b) the balance owing by the borrower under the Farm Credit Act or, as the case may be, his part of the balance owing under the said Act on the part of any loan he obtains or has obtained individually or jointly with any other person or for which he assumes or has assumed payment, through succession or otherwise, individually or jointly with any other person, that bears interest at the rate referred to in subparagraph *a* of the first and second paragraphs of section 11 of the Regulation respecting the application of the Farm Credit Act (c. C-75, r.1).

In the case of a person who, singly or jointly assumes as an aspiring farmer, with any other person, through succession or otherwise, payment of a loan or the balance of a loan, the fourth, fifth and sixth paragraphs apply *mutatis mutandis* in order to establish, with respect to the loan or balance, the contribution to payment of the interest provided for in the fourth paragraph.

**25.** Subject to section 24, the contribution to the payment of the interest contemplated in section 24 of the Act shall be paid by the Office at the following times :

(a) on or after the first day of the six-month period subsequent to that during which the loan was contracted : with regard to the interest accrued under the terms of the deed of loan up to that period on the amount disbursed on the loan before the last month of the six-month period during which the deed of loan was signed, provided the Office has received, before the first of that month, any statement contemplated in section 38 ; and

(b) as of the first day of each of the subsequent six-month periods : with regard to the amount or, as the case may be, a part of the amount of the interest accrued under the deed of loan up to the end of the six-month period during which the deed of loan was signed, for which that contribution was not paid, as well as with regard to the amount of interest that falls due on the said first day, provided at least 1 month beforehand the Office has obtained from the lender data proving there were no arrears on the principal or the interest nor fees or appurtenances totalling more than 150 \$.

If, during any one of the payment periods contemplated in subparagraph *b* of the first paragraph, the amount of arrears in principal or interest and in fees or appurtenances on the loan exceeds that prescribed in the said paragraph, payment of the contribution with regard to any amount of interest constituting a part or the total of any payment in arrears as well as with respect to the interest owing at the beginning of the said period is different and shall not be made by the Office except during the month following that during which the Office obtains from the lender data proving that there are no longer on the loan any arrears on the principal or interest or fees and appurtenances exceeding 150 \$.

Despite the first and second paragraphs, if, in the case contemplated in section 21 of the Act, new conditions for repayment of a loan are established in accordance with the said section, payment of the contribution to the payment of the interest contemplated in section 24 of the Act, in respect of the loan, shall be payable in the manner prescribed in the agreement in which such conditions are stipulated, subject however to sections 23 and 24.

**26.** The contribution to the payment of the interest contemplated in section 24 of the Act shall be paid to the borrower or, as the case may be, to the person who has assumed payment of the loan, by a cheque payable jointly to the lender or the borrower or, as the case may be, to the lender and the person who has assumed payment of the loan.

If the Office has not been informed, before the last month of a six-month period, of the amount of any payment on the principal made in anticipation in respect of a loan or such a payment has been made during that month and that as a consequence the amount paid by the Office in accordance with the first paragraph exceeds that to which the borrower is entitled or, as the case may be, the person who has assumed payment of the loan, the lender or the person is then obligated to repay to the Office any overpayment. In default of that repayment to the Office, the latter shall be authorized to retain from any subsequent payment to the contribution to the payment of the interest, a sum equal to the said amount without detriment to the right to claim reimbursement at any time.

**27.** Effective from 1 May 1981, section 23 applies with respect to a loan or its balance contracted before that date by a farmer or an aspiring farmer that has become a farmer where, due to the overall non-agricultural annual income of the legitimate consort not judicially separated from bed and board of the borrower or the common law consort living with him, this section did not apply, prior to 1 May 1981, to this loan or balance.

In the case of a loan contracted prior to 1 May 1981 by an agricultural operations corporation, an agricultural operations cooperative, an agricultural operations partnership, undivided owners considered as farmers under paragraph *e* of section 1 of the Act or considered as a partnership under subparagraph *ii* of paragraph *i* of section 1 of the Act or by joint borrowers, the first paragraph applies *mutatis mutandis* to the part of a loan or its balance, corresponding to the percentage of the interest in the agricultural operations corporation, agricultural operations cooperative or agricultural operations partnership, the percentage of the rights of ownership in the farm they operate as undivided owners, or the percentage of interest in an economic farm they operate as joint borrowers, held by a farm operator or a farmer where, due to the non-agricultural overall income of the legitimate consort not judicially separated from bed and board of such operator or farmer or the common law consort living with him, section 23 did not apply, prior to 1 May 1981, to that part of the loan or its balance.

For the purposes of applying the second paragraph “percentage of interest in an agricultural operations corporation or in an agricultural operations cooperative” means a percentage that represents the number of shares issued in each category held by a farm operator in an agricultural operations corporation or the percentage representing the number of ordinary or common shares issued, as the case may be, held by the operator in an agricultural operations cooperative in proportion to the number of shares issued by the corporation or the total

number of ordinary shares issued by the cooperative or, as the case may be, the common shares held by all the members.

**28.** Where, with respect to a hypothecary loan and a loan secured by pledge of agricultural property granted to a single borrower, the deeds for the loans are signed on the same date, sections 23 and 24, for the purposes of calculating the contribution to the payment of the interest to which the borrower is entitled apply first to the amount of the hypothecary loan as if that loan had been obtained prior to the loan guaranteed by pledge of agricultural property.

Subject to the first paragraph and despite section 34, if all or part of the amount reimbursed in anticipation was used, in accordance with that section, for acquitting a part of the principal not yet due on the loan, the Office must, in order to determine, in accordance with section 23 or 24, the contribution to the payment of the interest to be paid in respect of the balance of the loan, consider the reimbursement as having first been made on the fraction of the loan to which the contribution does not apply, where applicable, and then on that fraction to which a contribution on the payment of the interest applies pursuant to the fourth paragraph of section 24 or, as the case may be, a contribution to the payment of the interest equal to the difference between the interest payable to the lender under the deed of loan and the interest calculated at a rate of 8% per annum, and finally, where applicable, on that fraction to which the contribution to the payment of the interest applies that is equal to the difference between the interest payable under the deed and that calculated at a rate of 2½% per annum.

If a person assumes individually or jointly with any other person the payment of a hypothecary loan and a loan secured by pledge of agricultural property under the terms of the same deed or of several deeds signed the same day, the first and second paragraphs shall apply *mutatis mutandis*.

#### **DIVISION XIV LIFE-INSURANCE**

**29.** Any natural person at least 18 and less than 45 years of age who obtains a hypothecary loan the amount of which is 75% or more than the land value of the farm offered as security as established by the Office or a loan secured by pledge of agricultural property must, if the Office so requires, transfer to the lender any benefits of a life-insurance policy or participate in the group insurance plan to which are eligible persons who have obtained a loan under the Act, the Farm Credit Act (R.S.Q., c. C-75), or the first Subdivision of Division II of the Forestry Credit Act

(R.S.Q., c. C-78), for an amount equal to the first 50 000 \$ of the loan calculated in the manner prescribed in the fourth paragraph of section 30 and for the duration of the loan, without however exceeding the date prior to that of the 70<sup>th</sup> birthday of the person in order to guarantee in the case of that person's death the payment of the amount or an amount equivalent to the actual balance of the loan then due on the principal, whichever is the smaller amount.

If the loan contemplated in the first paragraph is obtained by several natural persons considered as a farmer under paragraph *e* of section 1 of the Act and one or several of the persons are at least 18 and less than 45 years of age, the said paragraph shall apply *mutatis mutandis*, however the Office shall establish if the insurance is required of only one or of several of the persons that are at least 18 and less than 45 years of age and, if the insurance is required for several of the persons, the maximum amount of insurance of 50 000 \$ contemplated in the said paragraph shall be divided among them in proportions determined by the Office.

If a loan contemplated in the first paragraph is obtained by an agricultural operations corporation, cooperative or partnership, by joint borrowers or by several natural persons considered as an agricultural operations partnership under subparagraph *ii* of paragraph *i* of section 1 of the Act, the person at least 18 and less than 45 years of age that the Office shall designate and who is a shareholder, a shareholder-producer, or member, as the case may be, or partner in a corporation, cooperative or partnership or who is among the said borrowers or natural persons must transfer to the lender any benefits of a life-insurance policy or participate in the plan contemplated in the first paragraph for an amount equal to the first 50 000 \$ of the loan calculated in the manner prescribed in the fourth paragraph of section 30, and for the duration of the loan but not past the date preceding the date of the said person's 70<sup>th</sup> birthday in order to guarantee, in the event of his death, payment of the said amount or an amount equal to the actual balance then owing on the principal, whichever is the smaller amount.

At the time a loan is obtained and for its duration, the amount of obligatory life-insurance contemplated in the first, second and third paragraphs shall first apply to the loan secured by pledge of agricultural property and then to the hypothecary loan. In the case of a hypothecary loan contemplated in the first paragraph obtained by the borrower at the same time as a loan secured by the pledge of agricultural property the amount of which, calculated in the manner prescribed in the fourth paragraph of section 30, is less than 50 000\$, the part of the amount of life-insurance required that exceeds the amount of the loan

secured by pledge of agricultural property shall be applied to the first 50 000 \$ of the hypothecary loan.

Every hypothecary loan the amount of which is less than 75% of the land value of the farm offered as security as established by the Office is not subject to this section.

**30.** If the Office prescribes in the conditions of a loan granted to a natural person of at least 18 and less than 45 years of age that person, in respect of the loan, or as the case may be, of part of the loan to which section 29 do not apply must transfer to the lender in addition to any amount of insurance required under the said section, where applicable, the proceeds of a life-insurance policy or participate in a group insurance plan contemplated in section 29 for an amount equal to that of the loan, or as the case may be, of the part of the loan not subject to that section, or for a lesser amount which, in each case, shall be determined by the Office and must be maintained for the duration prescribed by the Office without exceeding the duration of the loan nor exceeding the date prior to that of his 70<sup>th</sup> birthday in order to guarantee payment in case of death.

Every natural person of at least 45 and less than 70 years of age who obtains a loan must, if the Office so prescribes in the conditions of the loan, transfer to the lender the benefits of a life-insurance policy or participate in a plan contemplated in section 29 for an amount determined by the Office and for the duration prescribed by the Office without however exceeding the duration of the loan nor exceeding the date prior to that of the 70<sup>th</sup> birthday of the person, in order to guarantee payment of the loan in case of death.

If a loan is obtained by an agricultural operations corporation, cooperative or partnership by joint borrowers or by several natural persons considered as a farmer under paragraph *e* of section 1 of the Act or considered as an agricultural operations partnership under subparagraph *ii* of paragraph *i* of section 1 of the Act, the first or second paragraphs, if the Office so prescribes in the loan conditions shall apply *mutatis mutandis* to all or part of the loan to which the section 29 do not apply. In that case, the Office shall designate the person who must maintain a life-insurance policy in accordance with the first or second paragraph and shall determine the amount for each person if the insurance is required for several persons.

For the purposes of establishing the first 50 000 \$ of a loan contemplated in section 29, the Office shall calculate, based on the data it has obtained, as if it were part of the loan, the total amount of the actual balance or the part of the actual balance on the principal of the loans granted from 1 August 1978, under the Act, the Farm Credit Act and the Forestry Credit Act and of which payment is

guaranteed, in the event of death of the person under the said plan in accordance with section 29 of this Regulation, section 13 of the Regulation respecting the application of the Farm Credit Act (c. C-75, r.1) or section 23 of the Regulation respecting the application of the Forestry Credit Act (c. C-78, r.1).

## **DIVISION XV LAND IMPROVEMENT PROGRAMME**

**31.** The land improvement programme contemplated in section 2 of the Act must primarily be aimed at developing the land and secondarily construction and improvement of farm buildings with the exception of maintenance and upkeep costs.

The programme must be submitted to the Office and include, to the satisfaction of the Office, the following :

(a) for land : designation of the area to be improved, the nature and description of the improvements to be made, the projected cost of the work as well as a work completion schedule ;

(b) for farm buildings : the nature of the construction or improvements to be made, their description and indication of dimensions, the structures and the nature of the materials, their projected costs and a work completion schedule.

## **DIVISION XVI PROGRAMME OF CONVERSION OF AGRICULTURAL OPERATIONS**

**32.** The programme of conversion of agricultural operations contemplated in section 2 of the Act must be aimed at affecting a change in the farm structure, that is, a major modification in a livestock or cultivation programme and implantation of another type of production, that is, implementation of a livestock or cultivation programme that did not previously exist or only existed as an accessory programme. The programme must be submitted to the Office and include, to the satisfaction of the Office :

(a) for land : designation of the area, the nature and description of transformations to be made, the projected cost of the works and a work completion schedule ;

(b) for farm buildings : the nature of the construction or repairs with descriptions and indications of dimensions, structures and the nature of materials, their projected cost and a work completion schedule ;

(c) for farm animals : the species, number of animals to be acquired, their cost and the projected date for purchase as well as additional costs necessary for their operation ;

(d) for farm instruments and machinery : a summary description, cost and projected date of purchase of the apparatus, tools and machines required for the conversion.

The programme of conversion of agricultural operation must be accompanied by a written attestation from an agrologist of the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation stating that the projected conversion is of a type that will favour development of the agricultural operation while being compatible with the objectives established by that Department.

In the case of conversion of an agricultural operation, despite paragraph c of section 1, it is expedient that the Office grant the person who effects a conversion, the time deemed necessary to be able to comply with the said section.

## **DIVISION XVII**

### **RELEASE OR MODIFICATION RESPECTING MOVEABLE GUARANTEES**

**33.** The release prescribed in section 34 of the Act may be granted by the lender without the consent of the Office on property given as a pledge of agricultural property if the borrower is not in default of fulfilling his obligations that result from the terms of the deed of loan provided that, in the opinion of the lender, it is urgent for the borrower to dispose of the property or replace it and that the capacity for repayment by the borrower is not diminished and the loan securities are not put in danger by, on one hand the borrower disposing of the property and by, on the other hand, the lender granting release.

Each time the lender grants release under the first paragraph, a description of the property for which release was granted must be furnished to the Office.

## **DIVISION XVIII**

### **PAYMENT**

**34.** Every payment made by a borrower or a debtor to the lender with regard to the loan or to several loans granted by the lender must be allocated as payment in the following order :

- (a) legal costs ;
- (b) payments on the amounts to be collected from the charge or payment the most in arrears and in the following order :
  - i. tax arrears ;
  - ii. premiums or contributions to fire insurance ;

- iii. appurtenances including, where applicable, life insurance premiums ;

- iv. interest arrears on appurtenances where applicable ;

- v. interest accrued on any payment in arrears ;

- vi. interest owing on the loan ; and

- vii. matured principal owing on the loan ;

(c) principal not due on the loan, if the sums owing by the borrower or the debtor only concern a single loan ;

(d) in the case of several loans owing to the same lender by a borrower or a debtor to the lender :

- i. non-matured principal on the loan secured by pledge of agricultural property, or if several similar loans are owing, the non-matured principal on the loans beginning with the first of the loans ; and

- ii. non-matured principal on the hypothecary loan or, if several similar loans are owing, the non-matured principal on the loans beginning with the first of the loans.

## **DIVISION XIX**

### **REPORTS, DOCUMENTS AND INFORMATION**

**35.** Every person presenting a loan request under the Act must, if required by the Office, furnish the latter with the documents showing that the person is eligible for a loan, meets the criteria of need established under section 9, possesses the financial and moral capacity to repay the loan requested as well as furnishing the documents that allow the Office to verify the correctness of the data furnished in the application, to inspect or evaluate the property offered as security, to examine the titles of property, to revise the examination report of titles concerning the immoveables offered as security and verify the charges that may be imposed on the immoveables offered as security.

**36.** The borrower or the person who has assumed payment of a loan must furnish the Office with a duplicate or a copy that is certified as registered of the deed of loan or, where applicable, of the deed by which the payment of the loan is assumed.

**37.** If the property securing a loan is destroyed or damaged, the borrower or the person who has assumed payment of the loan must immediately inform the lender and the Office of the fact.

**38.** During repayment of a loan, the lender is obliged to furnish the Office with a statement on which are mentioned the number of the file of the borrower that is registered on the certificate contemplated in section 13 of the Act with the date of the deed of loan, the interest rate that has been fixed, its mode of adjustment, the amount disbursed and the date of disbursement.

In the case of a loan subject to successive disbursements, the first paragraph shall apply to the first disbursement and, subject to the third paragraph, the lender must forward to the Office, at every subsequent disbursement, a statement indicating the date and the amount.

If, in accordance with the conditions of disbursement of a loan or part of a loan, the borrower is obliged to furnish, prior to disbursement of all or part of the loan, statements, bills or other supporting documents respecting the expenditure incurred for the purposes for which the loan was granted, he must produce those documents to the Office in addition to a summary list of the names of the creditors and the amount owing to each and, where applicable, the type of work related to the accounts, bills or other supporting documents. If after verification, the Office determines that the amount indicated for the name of each creditor mentioned on the list is linked to the expenditure incurred for the purposes for which the loan was granted, it shall recommend payment under the terms of the said list that it shall transmit to the lender and upon reception of which, the latter shall disburse the amounts required for the payment in the form of cheques made to the joint order of the borrower and the creditors.

**39.** During the period of reimbursement of the loan, the borrower must forward to the Office, twice yearly, either immediately following the expiry date of each interest-payment or principal payment, a statement for the loan indicating the balance owing on the principal and, where applicable, any amount of principal, interest, costs and appurtenances that have become payable and have not been paid.

**40.** After completion of each case mentioned above, the lender shall notify the Office in writing, either :

(a) when, in respect of an amount of arrears owing on a loan, the principal of a loan, or its interest costs, or appurtenances indicated in the statement contemplated in section 39 and exceeding 150 \$, a sufficient payment has been made to the borrower to meet the arrears or reduce them to an amount that does not exceed 150 \$ ;

(b) when payment is made in anticipation on the principal of a loan, by indicating the amount and the date of the payment ;

(c) when an indemnity is paid by an insurer and remitted to the lender for the account of a borrower respecting damage caused to the latter's property that secures a loan, by indicating the amount of that indemnity ;

(d) when the lender gives his authorization to the voluntary alienation of the property securing a loan or the immoveable securing a loan, or grants release of a pledge of agricultural property or a mortgage on a part of the said property or immoveables ;

(e) when in respect of an immoveable securing a loan, a notice is given to the lender by the registrar in accordance with article 2161e of the Civil Code, a copy of the notice must then accompany the notice of the lender to the Office ; and

(f) when, for one of the reasons prescribed in section 22 of the Act, the lender may, in accordance with the said section, declare the borrower no longer entitled to benefit from the terms granted, cancel the loan and claim repayment.

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- O.C. 2337-78, (1979) 111 G.O., 113 and (1980) 112 G.O.II, 1301  
 O.C. 3208-78, (1979) 111 G.O., 423  
 O.C. 3675-78, (1979) 111 G.O., 2625  
 O.C. 798-79, (1979) 111 G.O., 4197  
 O.C. 472-80, (1980) 112 G.O.II, 1089  
 O.C. 473-80, (1980) 112 G.O.II, 1091  
 O.C. 888-80, (1980) 112 G.O.II, 1467  
 O.C. 930-81, (1981) 113 G.O.II, 1235





c. C-76, r.1

## **Regulation respecting loans for the construction, purchase or repair of commercial fishing boats and equipment**

Maritime Fisheries Credit Act  
(R.S.Q., c. C-76)

### **DIVISION I GENERAL PROVISIONS**

#### **§1. Definitions**

**1.** In this Regulation, the following words and expressions mean :

(1) “accepted”, “accredited”, “licensed”, “approved”, “authorized”, “designated”, “determined” “deemed” : accepted, accredited, licensed, approved, authorized, designated, determined or deemed by the Minister of Agriculture, Fisheries and Food ;

(2) “administration of the boat share” : the management of that part of the gross revenues derived from or through the operation of a designated boat and entrusted to a designated administrator ;

(3) “boat-owner and outfitter” : any accredited partnership that owns and operates one or several fishing-boats of an approved type, whose head office is in Québec and which sells all its catches to a dealer or licensed producer in Québec ;

(4) “boat” : a commercial fishing boat of an accepted length and type, eligible under the “Canadian Indemnity Plan for Fishermen”, fitted out with an inboard propulsion engine and having an approved value, the proprietor of which is a professional fisherman or a licensed producer ;

(5) “accepted boat”, or “boat” : a fishing boat the plans, drawings and specifications of which have received prior approval ;

(6) “licensed boat” : a boat the owner of which holds a licence ;

(7) “multi-purpose fishing boat” : an accepted boat which may be used for several different types of fishing by the employment of various types of approved fishing gear ;

(8) “beneficiary” : any accredited or licensed professional fisherman or producer ;

(9) “reserve fund” : a special fund set up from the gross revenues derived from or through the operations of an accepted boat, created by the retaining of 6% of such income for the purpose of approved repairs to that boat ;

(10) “fishing season” : any fishing operations or fishing voyages made by a boat during a minimum period of 4 calendar months in the same year.

The maximum length of a fishing season is one calendar year, during which a beneficiary must attain the prescribed professionalization and qualification standards. However, the minimum period for lobster fishing shall be that determined by law ;

(11) “certification” : every certificate issued under the Canada Shipping Act (R.S.C., 1970, c. S-9) attesting that a person of the full age of majority holds a certificate qualifying him for a determined post such as master, fishing vessel mate, or other determined post aboard an accepted boat ;

(12) “licensed dealer” : any individual or accredited partnership that sells fish unloaded in Québec, and with the exception of the Canadian Saltfish Corporation, whose head office is in Québec ;

(13) “construction cost” : all approved costs up to the total agreed amount, including the individual costs of materials, equipment, fishing gear, various ship-chandlery, labour, general expenses, fringe benefits and profits for the execution of determined work ;

(14) “fishing gear” : all apparatus intended for the taking of sea products and whose main part must be immersed in the water during commercial fishing ;

(15) “licensed boat builder” : a person of the full age of majority or a corporate body who undertakes or is able to undertake construction or repair work of accepted boats ; who has the experience, knowledge, and appropriate equipment (shed, machine-tools, plant) and who is able to furnish the guarantees deemed valid for the execution of the determined work ;

(16) “equipment” : any plant, device, apparatus, machinery or gear which is normally part of a fishing boat and is used for commercial fishing, navigation, maintenance, operations, and the normal running or repair of such boat ;

(17) "estuary" : that part of the St. Lawrence River subject to the turning of the tide and situated easterly of the Trois-Rivières Bridge ;

(18) "inspector" : every person designated by the Minister for the purposes of implementing this Regulation ;

(19) "licence" : every annual certificate issued by the Minister attesting to the professional character of a fisherman ; its issuance is determined by the minimum gross revenue or minimum catch and the number of annual fishing periods in which the applicant has participated ;

(20) "length" : the horizontal distance measured between perpendiculars erected at the 2 extreme ends of the outside of the hull of a licensed or accepted boat, measured in feet or fractions thereof ;

(21) "Minister" : the Minister of Agriculture, Fisheries and Food ;

(22) "qualifying conditions and standards" : the personal qualifications and circumstances required of an applicant for a loan pursuant to the terms of section 2 ;

(23) "engine" : an inboard marine engine, purchased new, of an accepted type and power ;

(24) "boat share" : that part of the gross revenue derived from or through the operations of a boat ; it represents a minimum of 40% of such a gross revenue ; it is used for the repayment of capital debts, to pay the operating expenses of the boat and to establish and maintain a reserve fund ;

(25) "fishing" or "commercial fishing" : any operation for the taking of marine products carried on in the estuary, the Gulf of St. Lawrence, or on the high seas, whose yield is the object of an approved trade ;

(26) "professional fisherman" or "fisherman" : a person of the full age of majority whose chief occupation during the last 2 fishing seasons was commercial fishing and who is eligible for a licence.

The fisherman who is the owner of an ocean-going fishing boat carrying on normal fishing operations is included in this definition ;

(27) "associate professional fisherman" : any fisherman's assistant or crew member who has carried on such work with a professional fisherman during the last 2 fishing seasons. Such fisherman becomes eligible for a licence on becoming the owner of an accepted boat or when he qualifies for a loan for the construction or the acquisition of an accepted boat ;

(28) "permit" : every certificate issued pursuant to the Fisheries Act (R.S.C., 1970, c. F-14) ;

(29) "fish" : any marine product approved for marketing, excluding any marine product used as bait by the fisherman who caught it, fertilizer, food for the fisherman's family, or for any other like purpose ;

(30) "licensed producer" : any accredited individual or company for the catching, preparation or processing of fish and who operates at least one plant of an approved type in Québec and whose head office is in Canada or in Québec ;

(31) "owner" or "boat owner" : a professional fisherman or licensed producer who owns an accepted boat ; as applied to an unregistered fishing boat, it means the actual owner, and as applied to a registered fishing boat, it means the registered owner only ;

(32) "ton" : the gross registered tonnage indicated in the registration certificate of a fishing boat ;

(33) "approved" or "estimated value" : the value of a fishing boat as determined by the Minister.

## §2. *General conditions*

**2.** Notwithstanding the particular conditions prescribed for obtaining a determined type of loan, the applicant must :

(a) if he is a fisherman, hold a professional inshore fisherman's licence or prove that he has been an ocean-going fisherman for at least the last 3 years ;

(b) give a written commitment to carry on commercial fishing operations and not to lease, sell or otherwise dispose of some or all of the boat shares for which a loan has been received, for a period of 12 years, to any person other than a commercial fisherman domiciled in Québec intending to operate the boat himself ;

(c) have discharged any previous obligation to the Minister or to Maritime Credit ;

(d) allow any inspector the right of a determined supervision or examination. In particular, the applicant must bind himself to furnish all operations statistics, balance sheets or other determined reports. Where necessary, he must also show that he has the complete certification required under the Canada Shipping Act (R.S.C., 1970, c. S-9).

**3.** Every loan application for the construction, purchase, repair or refitting of a fishing boat must be approved by the Minister before the commencement of any intended work.

**4.** The Minister may withdraw or suspend the offer of a loan during a fiscal year where necessitated by insufficient budgetary provisions or where he deems the grounds for prolonging the offer to be unjustifiable.

**5.** The Minister shall study each loan application for the acquisition of a fishing boat in taking into consideration the demands governing the general development of maritime fishing, the particular needs of processing factories regarding fish supplies and marine products, and the qualification standards of applicants.

**6.** Every offer of a loan for the construction, repair or re-fitting of a fishing boat, and the acceptance thereof, shall be subject to the requirements of the Conseil du trésor, respecting the power to examine supporting vouchers, and such provisions shall be binding on any licensed contractor, or sub-contractor of the latter, before payment is made of the proceeds of loans.

For such purpose, each designated inspector shall be granted the right of control, study and analysis of all determined accounting documents, and he shall be empowered to appropriate an official copy of one or all of such documents.

**7.** Wherever this Regulation prescribes that a beneficiary shall furnish supporting vouchers and substantiate his application, it shall be the responsibility of the latter to undertake to transmit to the Minister all the written evidence requested in the form and content determined, the whole to the satisfaction of the Minister.

**8.** Where, during the period referred to in paragraph *b* of section 2, the beneficiary of a loan for the purchase or construction of a boat, or any person who subsequently acquires the boat, ceases commercial fishing operations, or leases, sells or otherwise disposes of some or all of the fishing boat shares to any person other than a commercial fisherman domiciled in Québec intending to operate the boat himself, the interest on the loan for the boat becomes payable in full.

The interest payable is computed at the banks' preferential interest rate plus 1% at the date of the loan, from receipt in full of the loan until the date when operations cease or the boat is leased, sold or disposed of, amortized over 12 years.

**9.** The Minister shall only offer a loan to an applicant or class of applicant that :

- (a) operates in a licensed fishing centre ; or
- (b) does not operate in a licensed fishing centre but proves that :

- i. he cannot profitably operate in a licensed fishing centre ; and
- ii. he is not forbidden to operate outside a licensed fishing centre.

**10.** The fishing-boat owner must sell his fish in harbours or factories situated in Québec or expressly agreed upon with the Minister unless :

- (a) there is a case of force majeure within the meaning of the Canada Shipping Act ; or
- (b) the fish processing factories situated in Québec cannot actually purchase or receive such fish.

## **DIVISION II**

### **CONSTRUCTION AND PURCHASE OF FISHING BOATS, PURCHASE OF EQUIPMENT AND FISHING GEAR**

#### *§1. Beneficiaries*

**11.** The Minister may make a loan to a fisherman for the purchase or construction of a fishing boat at an interest rate equivalent to the banks' preferential interest rate plus 1%.

The interest on such a loan is payable only in accordance with the terms and conditions of section 8.

#### *§2. Object of loans*

**12.** Loans are made for the construction and purchase or financing of the purchase of multi-purpose fishing boats 35 feet and longer of approved classes or types, and for any equipment and fishing gear of an approved type acquired during the construction or purchase or financing of the purchase of a fishing boat and intended for such boat.

#### *§3. Conditions governing loans*

**13.** A loan made for the construction of a fishing boat is subject to the following conditions :

- (a) the boat must be wholly built in Québec, however, for valid reasons, and upon prior approval, certain parts may be furnished from outside Québec ;
- (b) construction must be done in accordance with plans, drawings and specifications that have received prior approval ;

pursuant to the respective laws and regulations of Canada and Québec and of any other legally constituted

authority in respect of the construction or operation of fishing boats.

**14.** In order to obtain a loan for the purchase or financing of the purchase of a fishing boat, every person must :

(a) furnish the plans and specifications of the boat and the inspection reports and certificates ;

(b) submit to the lender the report of a complete examination of the ship and an accounting evaluation by an expert in maritime evaluation or a naval architect, member of a professional corporation ;

(c) submit a provisional balance sheet for operating the ship and prove that it will be able to meet the obligations subsequent to the granting of the loan requested ;

(d) undertake to deposit as initial payment, in addition to the normal initial payment of 10% of the purchase cost, any equity received or to be received at the time of sale or indemnity for total loss of a previous fishing boat that was owned by him or prove that he has not received or will receive any equity ;

(e) undertake to repay the other mortgagees upon receipt of the loan or to obtain a transfer of mortgage rank of all rights attaching, including the dation in payment, in favour of the Minister so that the Minister will at all times be first mortgagee on that fishing boat.

**15.** No new disbursement of loan will be granted for the purchase of a boat by an individual, partnership, company or association where the vendor would himself be identifiable as purchaser in the capacity of member or shareholder.

**16.** Before he can obtain a fishing boat construction loan, or purchase or financing of the purchase, the applicant must meet the qualification standards stipulated in this Regulation and mainly in Schedules A and B.

**17.** Where applications are submitted showing equal qualifications, experience, and needs, the Minister shall take into consideration their respective dates.

**18.** In considering applications, the Minister shall also take into account certain particular factors, namely :

(a) the multi-purpose character of certain types of boats and their respective profit-making probabilities ;

(b) the particular supply needs of factories with regard to marine products ;

(c) the leadership qualities, degree of certification held, sense of responsibility, and the applicant's personal engagement and interest in improving his knowledge by following specialized courses in commercial fishing.

**19.** A beneficiary who received a subsidy for the construction or purchase of a boat, or for the purchase of equipment or fishing gear, may also receive a loan for the same purposes if deemed expedient by the Minister.

However, if the beneficiary obtains a Government of Canada subsidy for any of these purposes, he shall not receive a Québec subsidy for the same purposes unless it is expressly authorized by the Minister for boats of a determined class or type.

The beneficiary of such a loan must comply with the provisions of Schedule C.

#### *§4. Amount of loans*

**20.** The Minister may lend up to 90% of the agreed construction cost of an accepted boat, its equipment and fishing gear, after deduction of the amount of any Federal or Québec subsidy.

**21.** In the case where a boat is declared a total loss, or presumed total loss, and for which the owner had established a reserve fund for repairs, the Minister may require that the sum accumulated in such fund be the initial payment to defray, in whole or in part, the construction cost of the replacement boat.

#### *§5. Repayment of loans*

**22.** Repayment of a loan granted for the construction or purchase of an accepted boat is made by a deduction at source of 14% of the entire gross revenue derived from or through the operations of a boat.

**23.** If the beneficiary is a fisherman, this rate of 14% shall be withheld by the approved producer, consignee or buyer of the unloaded fish or marine products, and in general, by any person who becomes a debtor to the fisherman as a direct result of any operation or activity of such boat. It is the responsibility of such beneficiary to give, at the proper time and place, the written authorization to the aforesaid producer, consignee or buyer to make the prescribed deductions and transmit the amounts thereof to the Minister.

**24.** If the beneficiary is a producer, the aforesaid percentage, is withheld by the producer himself, in accordance with approved or determined procedure.

**25.** Remittance of the aforesaid deductions shall be made by cheque payable to the order of the Minister of Finance for and on behalf of the designated beneficiary at the intervals and in the manner determined.

However, the Minister may prescribe annual amounts determined as sole method of annual reimbursement, without obligation of deduction at source, where :

- (a) the beneficiary of a loan is both the owner of the boat and the purchaser of the fish or a producer ;
- (b) the beneficiary of a loan retails or peddles caught fish ;
- (c) there is no inspector residing in the district in question to effect an efficient control ; or
- (d) it is expedient to promote the success of certain experiences in order to develop a new or better fishing method.

In determining such annual amounts, the statistical data relating to fishing boat activities of the same category shall be taken into account.

**26.** Without limiting the generality of the foregoing , the Minister shall prescribe the minimum annual repayments for each loan in accordance with the standards determined.

### **DIVISION III REPAIRS TO FISHING BOATS**

#### *§1. Beneficiaries*

**27.** The Minister may make a loan to a fisherman for repairs to a fishing boat at an interest rate equivalent to the banks' preferential interest rate plus 1% and, where necessary, when the loan for the repairs is made, refinance the balance of any loan payable to the Minister by the beneficiary, at the rate indicated above.

The interest on such a loan is payable only in accordance with terms and conditions of section 37.

**28.** The beneficiary of such a loan must initially repay the balance of the loan to the Minister, or accept refinancing of the balance by the Minister in addition to the loan for repairs granted to him.

#### *§2. Object of loans*

**29.** The Minister may grant loans for the repair or refitting of accepted boats, built in Québec, and for their equipment or purchase of equipment subsequent to the purchase or construction of such boat.

**30.** The Minister may also grant loans for the repair or refitting of boats built outside Québec that have received a regular certificate from the Canadian Shipping Inspection Service, provided that the owners have first bound themselves to transfer the said boats to the Québec fishing fleet, that the said boats are unencumbered by any lien or mortgage, that they are attached to a designated Québec producer, and that the owners bind themselves to use such boats for fishing during their entire useful life under the conditions pertaining to boats built in Québec.

#### *§3. Amounts of loans*

**31.** Generally, the Minister may lend up to 90% of the repair or refitting cost of an accepted boat. However, if the beneficiary has a right to an insurance indemnity, such indemnity shall be made use of first to pay the cost of repairing damage, unless the Minister has reason to decide otherwise. Further, the sum accumulated in the beneficiary's reserve fund must be used to cover repair costs and the Minister shall consider such possibility before agreeing to an additional loan.

**32.** In the case of a boat subject to a reserve fund, the Minister may lend an amount greater than the aforementioned percentage.

#### *§4. Borrower's obligation*

**33.** To obtain a loan under section 29, a loan beneficiary must :

- (a) have fulfilled the terms of a previous loan or subsidy for commercial fishing purposes, or justify his default to the Minister's satisfaction ;
- (b) show, where required, that he is able to pay the difference between the amount of the loan and the agreed cost of repair on refitting the accepted boat ;
- (c) commit himself to carry on commercial fishing operations and not to lease, sell or otherwise dispose of some or all of the boat shares for which a loan for repairs has been received for a period of 12 years, to any person other than a commercial fisherman domiciled in Québec intending to operate the boat himself ;
- (d) have the repair or refitting specifications and cost approved beforehand ;
- (e) if he has not already been bound to establish a reserve fund, bind himself to establish and maintain a re-

serve fund constituted and administered in the prescribed manner.

**34.** The Minister may require the beneficiary of a loan to entrust the administration of the boat share to a designated administrator and according to determined procedures.

**35.** The beneficiary of a loan for repairs who refinances the balance of a loan previously made to him by the Minister must repay that loan in full by means of a deduction of 20% from the gross revenue derived from or through the operations of the boat, in accordance with Subdivision 5 of Division II.

**36.** The Minister may prescribe a fixed annual amount in addition to that prescribed in section 25 in lieu and place of the said additional deduction of 6% subject to the conditions prescribed in section 25.

**37.** Where, during the period referred to in paragraph *b* of section 2, the beneficiary of a loan for repairs to a boat, or any person who subsequently acquires the boat, ceases commercial fishing operations, or leases, sells, or otherwise disposes of some or all the fishing boat shares to any person other than a commercial fisherman domiciled in Québec intending to operate that boat himself, the interest on the loan for that boat becomes payable in full.

The interest payable is computed at the banks' preferential interest rate plus 1% at the date of the loan, from receipt in full of the loan until the date when operations cease or the boat is leased, sold or disposed of, amortized over 12 years.

#### **DIVISION IV** **ESTABLISHMENT OF A RESERVE FUND AND** **ADMINISTRATION OF THE BOAT SHARE**

##### *§1. Establishment of a reserve fund*

**38.** The parties concerned in the establishment of a reserve fund shall be the Minister, the beneficiary and a designated administrator.

##### *§2. Obligations of the parties*

**39.** The beneficiary of a reserve fund shall :

(a) establish and maintain such reserve fund effective upon a date determined by a loan contract, in accordance with designated procedures ;

(b) maintain and administer such reserve fund until complete repayment is made of any loan granted by the Minister ;

(c) not draw upon the said fund to cover any expenses other than for necessary repairs that have received prior approval ;

(d) administer the fund jointly with the designated administrator and in the approved manner ;

(e) account to the designated administrator for all sums provided for in this Regulation derived from every unloading made other than at the designated factories, or for any other amount derived from or through the operation of such boat.

**40.** The administrator of a reserve fund shall :

(a) administer such fund jointly with the beneficiary ;

(b) in accordance with the settlement of each fishing trip, deposit monthly in an account opened with a credit union or canadian chartered bank expressly therefor, amounts at the rate of 6% of the aforementioned gross revenues.

**41.** The beneficiary and the designated administrator shall :

(a) bind themselves jointly or severally to transmit upon the request of the Minister all the information pertaining to the operation of the reserve fund ;

(b) in case of conflict or difference of opinion between the parties concerned with respect to the maintenance, use or liquidation of the reserve fund, bind themselves to accept as final and executory any decision by the Minister.

##### *§3. Utilization of the reserve fund*

**42.** The amount in the reserve fund shall be used :

(a) to pay, where necessary, the amount representing the deductible payable in marine accidents ;

(b) to make repairs to the boat that have received prior approval or to refit the boat ;

(c) to pay a part of the agreed cost of repairs to the boat when the beneficiary has recourse to a loan from the Minister. In such case, there is an obligation to utilize up to 75% of the deposit in the reserve fund before a loan is granted by the Minister ;

(d) to enable payment to be made of an amount equivalent to the income tax due exclusively on such fund, subject to furnishing the Minister upon request the vouchers therefor ;

(e) to completely repay the balance on any loan owed to the Minister in respect of that boat.

#### *§4. Liquidation of a reserve fund*

**43.** In case of the death or permanent invalidity of an individual owner, liquidation of the reserve fund shall be effected :

(a) by the transfer of the balance of the reserve fund to the heirs or to the permanently invalidated proprietor, after deduction made for possible debts and to cover refitting costs should the Minister deem it expedient to repossess the boat ; or

(b) by the maintenance of the administration of the reserve fund, should the Minister agree to the transfer of the boat to an heir or to a certified or qualified member of the owner's family in order to continue operation of the boat ; or

(c) in the case of transfer of the boat to an accepted professional fisherman, by the transfer of the balance of the reserve fund to the heirs or to the permanently invalidated proprietor, after deduction made for possible debts and to cover any necessary refitting costs.

**44.** In the case of liquidation of the assets of a joint owner, or upon retirement from business, liquidation of the reserve fund shall be effected by the transfer of the balance thereof to the joint owner, after deduction made for possible debts or to cover the cost of refitting the boat, should the Minister deem it expedient to repossess the boat or to transfer it to a new accepted proprietor.

**45.** In the case of repossession of the boat by the Minister or in the case of an approved transfer of that boat to an accepted fisherman, to a licensed producer or to an accredited boat-owner and outfitter, the liquidation of the reserve fund shall be effected by the transfer of a minimum of 25% of the balance of the reserve fund to the owner of the boat, where the boat is to be refitted, or of the aforementioned minimum where the boat is to be scrapped.

**46.** In the case of total loss or presumed total loss of the boat, the reserve fund shall be liquidated by :

(a) the utilization of the reserve fund as initial payment or partial payment required for the construction or purchase of a new accepted boat as replacement for a boat considered to be a total loss or presumed total loss ; such amount shall be added to any insurance indemnity payable to the beneficiary and applied as initial, total or partial payment for a new boat ; or

(b) should the owner not wish to purchase or build a new boat as replacement for a boat considered to be a total

loss or presumed total loss, the reserve fund shall be retained upon the request of the Minister and the beneficiary shall have 5 years in which to signify to the Minister his wish to obtain a loan or subsidy for the purchase or construction of a new fishing boat of an accepted type ; if the Minister agrees to partially finance such construction by a loan or a subsidy, the reserve fund shall be used as partial initial payment by the beneficiary. During the said 5 year period, the interest from the reserve fund shall accrue thereto. If, at the end of the 5 year period, the beneficiary has not signified his wish to obtain the aforementioned loan or subsidy, the amount accumulated in the reserve fund shall be remitted to him.

**47.** Where a boat is replaced, the reserve fund shall be used for the total or partial payment required for construction of a new boat as replacement for the boat that has been scrapped ; the balance of the fund shall be used for any future repairs to the new boat.

#### *§5. Administration of the boat share*

**48.** The contracting parties for the administration of the boat share shall be : the owner of the boat, the designated administrator and the Minister.

#### *§6. Obligations of the parties*

**49.** The owner of the boat shall :

(a) entrust the administration of the boat share to the designated administrator, effective upon the determined date ;

(b) unload all catches of fish or marine products at the designated factories, unless otherwise previously authorized by the Minister ;

(c) transmit to the designated administrator the deduction of 40% of all gross revenue derived from or with the designated boat ;

(d) come to prior agreement with the administrator on the procedure of making purchases or expenses necessary to the normal running of the boat ;

(e) transmit to the administrator as soon as possible all bills for the purchase of equipment or for operating expenses necessary for the normal running of the boat.

**50.** The designated administrator of the boat share shall :

(a) prudently administer the designated boat share and pay therefrom the bills covering the normal running of the boat ;

(b) deduct 40% from the gross revenue derived from or with each operation of the designated boat and, to cover the contractual obligations of the boat owner, transmit to the Minister that part of such revenues required in repayment of loans made by the Minister to the boat owner ;

(c) come to an agreement with the owner on the expenses to which the balance of the boat share is to be applied, and also on the procedures and priorities of the payments to be made ;

(d) make monthly deposits on behalf of the designated owner, in a special account opened with a credit union or a Canadian chartered bank, of the balance of the sums retained or collected and hold them in trust ;

(e) account to the owner and the Minister for such administration in accordance with determined procedures.

**51.** The designated owner and the designated administrator shall bind themselves :

(a) to transmit to the Minister all the information requested concerning the administration of the boat share ;

(b) to accept as final and executory any decision by the Minister in case of conflict or difference of opinion between the owner and the administrator concerning the procedures of utilization or liquidation of such boat share administration fund.

#### *§7. Utilization of the designated boat share*

**52.** The boat share shall be used to repay the contractual loans granted by the Minister and to pay the bills for equipment purchases or the necessary operating expenses normal to the running of the boat.

If a balance remains at the end of a fishing season, the Minister may authorize a remittance to the owner equivalent to 15% of the sums accumulated.

**53.** The provisions of Subdivision 4 of Division IV shall apply to the liquidation of the boat share.

#### *§8. Special provisions*

**54.** The designated administrator shall not at any time be obliged to make good a temporary or periodic deficit in the boat share fund and he may refuse to pay any bill or claim submitted by a creditor of the boat for purchases or services not previously approved by himself.

**55.** The owner of a boat shall not, subject to the boat share administration clause, contract any loan from a credit union or Canadian chartered bank under the authority of the Maritime Credit regulations for boat operating, maintenance or repair purposes, without the prior written permission of the designated administrator and the Minister.

**56.** The Minister may adopt any procedures deemed necessary to ensure sound administration of the reserve fund, the designated boat share and the operating of the boat.

### **DIVISION V GENERAL PROVISIONS**

#### *§1. Additional powers of the Minister*

**57.** Notwithstanding any provision to the contrary, the Minister may :

(a) determine any other conditions necessary or useful to guarantee the loans that have been granted and to ensure the execution of loan agreements ;

(b) fix the landing places for fish or marine products in order to promote the rational development of the Québec commercial fish industry ;

(c) repossess the boat of a defaulting owner ;

(d) dispose of any boat he has repossessed or accept the transfer thereof in the manner and under the conditions he deems most advantageous.

**58.** If the minimum amount determined under a loan agreement is not repaid during a fishing season, the Minister shall give 12 month's notice to the defaulting owner of his intention to repossess the boat. Such right of repossession shall become executory at the end of the period stipulated in the aforesaid notice unless the owner of the boat concerned repays the prescribed minimum amount during such period or where the Minister deems that the said owner has justified his default within the 12 month period.

### **SCHEDULE A**

(s. 16)

**1.** Whether he be a professional fisherman or associate professional fisherman, the applicant for a loan for the construction, purchase or financing of the purchase of a fishing boat shall :

(a) complete and sign an application form ;



(b) submit a medical certificate attesting that he is in good health, and grant the Minister, where the latter deems it expedient, the privilege of having the purport of such certificate verified by one or more physicians of his choice ;

(c) furnish a written recommendation by a licensed producer freely selected. This recommendation must concern the known professional qualifications of the applicant, his spirit of honesty, discipline and work, his leadership aptitudes, and contain an agreement in respect of the unloading of fish or marine products from the future boat should the Minister accept the aforesaid application ;

(d) show :

i. that he possesses the complete certification required under the Canada Shipping Act (R.S.C. 1970, c. S-9) and the regulations in force for the proposed class of boat ;

ii. that he has to his credit a minimum of 3 fishing seasons as master or fishing vessel mate aboard a boat of more than 50 gross tons, or 2 fishing seasons aboard a boat of more than 15 tons and less than 50 tons, depending on whether the class of boat applied for belongs to one or the other category ;

iii. that he has taken at least 2 approved specialized courses in fishing, particularly in seamanship, fishing gear and navigational devices, for the first category of boat, and at least 1 course in seamanship for the second category ; such courses shall have been evidenced by a certificate or diploma ;

iv. that he binds himself to take during the winter all the specialized courses determined by the Minister ;

v. that he agrees to spend a 1 month qualification stay aboard the training-trawler, the *V/M.E.P. Le Québécois* or aboard a designated boat, required of each applicant for a boat of more than 50 tons if he is not the holder of an officially approved certificate ;

vi. why he is unable to personally provide the prescribed initial payment, where applicable.

## SCHEDULE B

(s. 16)

1. If he is a licensed producer, the applicant for a loan for the construction or purchase or financing of the purchase of a fishing boat and purchase of equipment shall :

(a) give the date, place and type of his registration or incorporation ;

(b) give the names of the directors, if a private or public corporation, or the names of the partners if a business not incorporated under the authority of a companies Act ;

(c) submit certified financial statements for the last 2 financial years, and also a "Good Standing Certificate" as required by the laws carried out by the Minister of Financial Institutions and Coopératives ;

(d) complete the following forms, if an incorporated business :

- i. a declaration of its financial situation ;
- ii. a resolution of a loan by-law, where applicable ;
- iii. a certified copy of the by-law and resolution of the directors authorizing the transaction.

## SCHEDULE C

(s. 19 and 32)

1. The beneficiary of a loan under section 19 shall :

(a) have honoured every obligation of a previous commercial fishing loan or subsidy, or justify his default to the satisfaction of the Minister ;

(b) show :

i. that he himself or the licensed builder of the boat has been granted a Canadian Government subsidy towards the construction of such boat, where applicable ; however, the Minister may dispense with this obligation on the part of the beneficiary should he deem it expedient ;

ii. that he can pay the difference between the agreed construction cost and the total amount of the Canadian or Québec subsidy, as applicable, and that of the loan requested from the Minister, without contracting other obligations, such as borrowing for the said purpose, than those determined by the regulations brought into force by the Minister ;

(c) bind himself to :

i. maintain the boat in a good seaworthy state and ensure normal prevention maintenance ;

ii. unload exclusively in Québec ports the fish or marine products taken with such boat, unless prior authorization to the contrary has been received ;

iii. maintain marine insurance coverage on the boat for the hull and machinery for an approved amount, or keep it insured with the Federal Insurance Plan for Fishing Boats, except in the case of boats whose names appear on a list prepared and kept up to date for the purpose of damage compensation to fishing boats, should the Minister decide to bring back into force a plan of compensation

for damage to fishing boats in the place and stead of any private or public marine insurance plan ;

iv. if a professional fisherman, take any determined upgrading course ; if a licensed producer, engage only certified fishing officers and promote the possibility of specialized fishing courses for the benefit of his fishing crews for the benefit of his fishing crews ;

v. furnish the Minister, in the form and at the interval designated, reports on his operations including an annual certified balance sheet thereof ;

vi. respect every law and regulation of the Governments of Canada and Québec or of any of their respective bodies ;

vii. establish and maintain a reserve fund.

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O.C. 2361-72, (1972) 104 O.G., 7786  
O.C. 4269-75, (1975) 107 O.G.II, 5245  
O.C. 377-76, (1976) 108 O.G.II, 1745  
O.C. 610-81, (1981) 113 G.O.II, 907



c. C-77, r.1

## Regulation respecting the application of the Act to promote credit to farm producers

An Act to promote credit to farm producers  
(R.S.Q., c. C-77, s. 22)

**1. Definitions and interpretation :** In this Regulation, unless the context indicates otherwise, it is meant by :

(a) “Act” : the Act to promote credit to farm producers (R.S.Q., c. C-77) ;

(b) “Bureau” : the Office du crédit agricole du Québec entrusted with the application of the Act ;

(c) “person” : a farmer, an aspiring farmer, joint borrowers, an agricultural operation cooperative, a corporation for agricultural exploitation, or an agricultural exploitation partnership ;

(d) “principal occupation” and “principal activity” (paragraphs *b, c, d, g, h, i* and *j* of section 1 of the Act) : the fact that a person, at the same time :

i. devotes the greater part of his time to his agricultural exploitation account being taken of the nature of such exploitation ;

ii. derives the greater part of his revenue therefrom, except during the period when he converts the principal type of exploitation of his farm to other production and only for the transitional period entailed thereby ;

iii. orders his time thereat to the extent required for the normal operation of his exploitation ; and

iv. is acknowledged in his milieu to be principally engaged in agriculture ;

(e) “cultivation of the soil” (paragraph *a* of section 1 of the Act) : management of the soil for the production of crops, either for processing on the farm or for sale in their natural state, and, of secondary importance, the development of other soil resources ; silvicultural operations are not considered as being “culture of the soil” for the purposes of the Act ;

(f) “raising of livestock” (paragraph *a* of section 1 of the Act) : the raising of cattle, sheep, swine, fur-bearing animals, poultry, goats, rabbits, fish, bees and horses, ex-

cept racehorses, or their utilization or utilization of their products ; the raising of all other animals or their utilization or utilization of their products as a secondary activity to the main operation is considered “the raising of livestock” ; the expression “utilization” excludes, in the case of horses, conducting of races on racetracks ;

(g) “livestock intended exclusively to produce meat or eggs” (paragraph 2 of section 8 of the Act) : includes cattle, swine, sheep, rabbits, fish and domestic fowl purchased solely for meat or egg production, as the case may be.

All other words and expressions already defined in section 1 of the Act, where used in this Regulation, have the same meaning and refer to the same things as the said section 1.

**2. Loan to an aspiring farmer** (paragraph *d* of section 1 of the Act) : When a person applies for a loan as an aspiring farmer, he must, in addition to the meeting the other conditions for obtaining it, provide the lender with a written undertaking, in the proper part of Form CP-1, to make farming his principal occupation within a delay which must not exceed 5 years after :

(a) the date of the first of any loans he has contracted either as an aspiring farmer under the Farm Credit Act (R.S.Q., c. C-75), the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1), the Act to promote farm improvement (R.S.Q., c. A-18), the Act to promote credit to farm producers (R.S.Q., c. C-77) or as an individual whose main occupation is not farming under sections 33 to 38 of the Farm Credit Act (R.S.C., 1970, c. F-2) ; or the date on which a grant has been made to him as an aspiring farmer under the Act to promote the development of agricultural operations (R.S.Q., c. M-36) whichever came first ; or

(b) the date on which he contracts a loan under the Act, if he has not yet contracted any loan or has not yet received any grant as an aspiring farmer under one of those 6 Acts.

However, if he applies for such a loan for the first time, he must also show that the resources of the farm for which the loan is requested are such as to allow the Bureau to expect that the applicant will be able to make farming his principal occupation within the delay stipulated in the first paragraph.

A physical person who has ceased to be an aspiring farmer for any reason deemed valid by the Bureau may, for the purposes of this section, recover his status of aspiring farmer provided that he has repaid every loan contracted under one or other of the Acts mentioned in subparagraph *a* of the first paragraph. If he has again begun to make farming one of his occupations, but not the principal one, and if he then applies for a loan, he shall be considered as having the status of aspiring farmer for the first time.

An aspiring farmer to whom a loan has been granted must, within 30 days of the expiry of the delay stipulated in the first paragraph, send his lender and the Bureau, by registered or certified mail, a solemn declaration stating that he is making farming his principal occupation and the date on which he began to do so; however, such declaration may be submitted at any time before the said delay if the aspiring farmer began to make farming his principal occupation before that delay.

If an aspiring farmer has not made farming his principal occupation within the delay stipulated in the first paragraph, he loses the benefit of the period allowed him to repay his loan, and the lender must demand the immediate and integral repayment of any balance and interest owing on such loan, unless, in accordance with the Bureau's opinion, the lender decides otherwise.

**3. Lessee of a farm or lessee of a farm under an emphyteutic lease** (section 2 of the Act) : The lease of a lessee or emphyteutic lessee of a farm must be registered by notarial deed or by deed under private seal which must be registered at the registry office of the division where the farm which is to be leased is situated; the unexpired term of the lease must be at least as long as the duration of the loan, but in the case of a farm lessee's lease, the optional period of renewal allowed to the lessee in the lease, if need be, shall also be taken into account, provided he contracts in writing to avail himself of the option, and to comply, within the prescribed time limit, with the formal procedures required to exercise the option as well as, before expiry of the initial time limit of the lease or the renewed time limit of the lease, as the case may be, to register a statement containing those facts and a description of the farm in accordance with article 2168 of the Civil Code.

A copy of the lease or, as the case may be, of the emphyteutic lease, bearing a registration certificate must be supplied to the lender who will keep it for the duration of the loan.

**4. Filing of documents** : The lender must ask every loan applicant or borrower to submit all documents including those contemplated in section 8 that will allow the lender to ascertain that the person or borrower fulfills or continues to fulfill the provisions of the Act and the Regulation and to be able to supply those documents to the Bureau at the latter's request or when claiming reimbursement for a loss, and, without restricting the generality of the foregoing, the lender may require that the following documents be filed for the purpose of certification :

**(a) from a corporation for agricultural exploitation :**

- i. letters patent and supplementary letters patent, as the case may be ;
- ii. a copy of the register of shareholders certified by the secretary of the corporation ;
- iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year, and, in the case of a new corporation, a *pro forma* balance sheet and also an operations estimate ;
- iv. a certificate of regularity of the corporation recently issued by the Ministère des Institutions financières et Coopératives ;

**(b) from an agricultural exploitation partnership :**

- i. contract of formation of the partnership and any subsequent agreement, where applicable ;
- ii. list of members and shares held by each ;
- iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year and, in the case of a new partnership, a *pro forma* balance sheet and an operations estimate ;

**(c) for an agricultural operations cooperative :**

- i. in the case of an agricultural operations cooperative, a certified copy of the notice given by the Minister of Financial Institutions and Cooperatives, under section 7 of the Act respecting cooperative agricultural associations (R.S.Q., c. S-24) or, in the case of a cooperative association, a certified copy of the approval notice thereof provided for in section 8 of the Cooperative Associations Act (R.S.Q., c. A-24). In each case proof that such notice was duly published in the *Gazette Officielle du Québec* must be supplied ;
- ii. a list, certified by the secretary of the cooperative agricultural association or of the cooperative association, as the case may be, of the shareholder-producers and of the number of common shares held by each one or, as the

case may be, of the members and the number of shares of each member ;

iii. the financial statements, namely a balance sheet and statement of profit and loss for the last financial year or, in the case of a new agricultural operations cooperative, a *pro forma* balance sheet and an operations estimate ;

iv. a certificate of compliance issued within the last twelve months by the Ministère des Institutions financières et Coopératives ;

**(d) for joint borrowers :**

i. the joint exploitation contract existing between them and any subsequent agreement, if applicable ;

ii. if no such contract exists, a solemn declaration signed by all the borrowers acknowledging the existence of their joint exploitation and including in addition the following : the date on which such exploitation began, each borrower's interest in the joint exploitation and the proportionate value of each such interest, the proportions in which the income and expenses of the totality of the jointly exploited farms are shared, and an undertaking to continue the joint exploitation during a period which must be no shorter than that of the loan.

**5. Agricultural exploitation partnership contract :** The agricultural exploitation partnership contract required under paragraph *i* of section 1 of the Act shall, in particular, contain provisions relating to the following questions, to the satisfaction of the lender :

(a) term of partnership : the unexpired term must not be less than the term of the loan, unless the lender, with the approval of the Bureau, accepts a shorter term ;

(b) interest held by each partner and the percentage of the total partnership interest constituted thereby ;

(c) profit and loss share by each partner if such share be unequal.

**6. Official forms :** The forms mentioned in this Regulation, which are annexed hereto, are identified by the letters CP followed by a number. These forms are official and their use is obligatory in the application of the Act ; only the Bureau has the right to alter the form and tenor thereof, with the approval of the Government.

**7. Application for a loan :**

(1) Every farmer who is a single physical person or every aspiring farmer who applies for a loan must do so using Form CP-1 ; Form CP-1A must be used in the case of a corporation, a cooperative or an agricultural exploitation partnership ; Form CP-1B must be used in the case of

joint borrowers or of a number of physical persons who are joint owners of a farm and constitute a farmer within the meaning of paragraph *c* of section 1 of the Act.

(2) The loan application prescribed in subsection 1 must be submitted to the lender before or within 90 days of the date on which the expenses related to the various purposes provided for in section 8 of the Act were incurred.

(3) Every application for a loan must be examined and verified by the lender and, if the loan is granted, the latter must attest that, to the best of his knowledge, the conditions and purposes of the loan justify the guarantee to the lender, or, as the case may be, the right of the lender to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1) ; in particular he must ensure that if the person applying for a loan is a farmer, that person meets the requirements of the Act.

When an application for a loan is submitted for the first time by a corporation, a partnership or an agricultural operations cooperative, by joint borrowers, by an aspiring farmer or by a number of physical persons who are joint owners of a farm and who constitute a farmer within the meaning of paragraph *c* of section 1 of the Act, such application and all the documents which must accompany it in conformity of section 4, if applicable, must be sent by the lender to the Bureau to be studied and verified. The Bureau must make sure that the person applying for the loan is eligible for one and it must notify the lender of his eligibility before the latter can grant the loan. When any subsequent application for a loan is made by any person referred to in this paragraph, the lender who studies and verifies the application must make sure that the person who submitted it complies with the requirements of the Act.

(4) The lender, where he deems it expedient, may require of the applicant-borrower that he furnish, in addition to the proper loan application form, a detailed balance sheet of his farming operations for the last complete year and a statement of estimates for the current year, and any other information and documents considered necessary.

(5) Where a person converts the principal type of exploitation of his farm to another kind of production, he shall produce to the lender, in addition to this application for a loan, Form CP-11 duly signed by an agrologist from the Ministère de l'Agriculture, des Pêcheries et de l'Alimentation :

(a) containing a summary description of the planned exploitation conversion ;

(b) stating the time required to complete such conversion ; and

(c) proving that it is compatible with the objectives of the said Department for the region concerned and that it accords with the rational management of such person's exploitation.

**8.** The borrower must furnish to the lender the supporting documents that would allow the latter to verify that the amount of the loan was used to pay the expenses prescribed in section 8 of the Act.

**9. Promissory notes and acknowledgments of debt :** The note shall be in accordance with Form CP-3, and the acknowledgment of debt in accordance with Form CP-4.

**10. Interest rate** (section 11 of the Act) : The interest rate on any loan shall be the current rate charged by lenders in the ordinary course of their operations ; however, in cases of loans with which are conjointly issued life or invalidity insurance policies on the borrower, the said rate may be increased by 1% if the lender pays the premium of one or both of these 2 kinds of insurance.

No fees, service or administration charges, commission or remuneration of any kind other than simple interest shall be payable to the lender for a loan as long as the borrower is not in default. Any procedure intended to indirectly increase the interest rate is prohibited.

**11. Repayment period** (section 10 of the Act) : The principal of every loan must be repaid within a period of time corresponding to the production cycle for which it was contracted, without however exceeding a maximum of 30 months from the date of the loan, and must be repaid in a single installment or in multiple installments as agreed to by the lender and borrower. For the purposes of this section, the date of the loan shall be the date on which the loan was granted or authorized by the lender.

In setting the date when the repayment of the installment or instalments of a loan is due and the amount and number of these instalments, the lender shall take into account the normal time which the borrower will need to sell each of the productions for which the loan was obtained, other debts which the borrower must pay, his likely ability to meet the instalments and any other circumstances deemed pertinent by the lender.

If, prior to the dates agreed upon between himself and the lender for repayment, the borrower receives payment from the sale of livestock for whose purchase, or of crops for whose production or purchase, he obtained the loan, he must, notwithstanding these repayment dates remit all of that payment without delay to the lender, or as much of it as the lender may deem fit to require, depending on the circumstances, such payment to be applied to the reduction of the loan.

## **12. Prior authorization of the Bureau :**

(1) If a loan is requested for more than 25 000 \$, including the total amount of the opening of credit still in force and the balance due on the principal on any prior loan contracted other than as an opening of credit calculated in the manner prescribed in section 6 of the Act, the loan application must first be submitted to the Bureau for approval ; if approved, the lender must be so informed before the loan is granted.

(2) If borrower who obtained a loan as an opening of credit declares himself unable to completely repay the balance owing on the loan at the expiry of the term of the opening of credit, he may, with the prior consent of the Bureau, obtain a new loan as an opening of credit for the purpose of repaying that balance, provided he proves to the Bureau that he has an inventory of agricultural products from the farm he is operating and that their short term market value is deemed sufficient in respect of that balance owing.

**13. Wages or living expenses** (paragraph 5 of section 8 of the Act) : A loan may granted to defray the expenses contemplated in paragraph 5 of section 8 of the Act if the financial situation of the borrower as established in his loan application leads the lender to believe that, because of the nature of the agriculture operation of the borrower or because of his financial obligations, the latter will not, during a certain time, be able to take from the income of his agricultural operation, the sums necessary to pay his living expenses or, as the case may be, to pay a wage which will allow him to pay his living expenses or to pay a wage to any person contemplated in subparagraphs *b* or *c* of paragraph 5 of the said section allowing him to defray his living expenses.

The amount which may be loaned for the purposes contemplated in paragraph 5 of the said section may not exceed 3 000 \$ per year for each natural person if that person is single or has a deceased spouse, or 5 000 \$ per year for each natural person if that person is married and not judicially separated from bed and board or living with a common law consort, plus 900 \$ for each dependant child, up to a maximum of 7 000 \$ per family.

For the purposes of this section, the following expressions mean :

(a) "living expenses" : the current expenses to meet, in particular but not limitatively, the cost of food, lodging, clothing and health needs of a person and, as case may be, of that person's legitimate consort not judicially separated

from bed and board or of a common law consort living with that person as well as any dependants ;

(b) "common law consort" : a person habitually living with another of different sex as husband or wife without being legally married to that person.

**14. Loan security** (section 13 of the Act) : If the amount of the loan is over 3 000 \$, the borrower must, for the part of the loan exceeding 3 000 \$, provide movable or immovable securities or security in the form of a suretyship by a third party. If the loan does not exceed 3 000 \$, the lender is still entitled to require security.

To establish the amount of 3 000 \$ referred to in this section, the total of all openings of credit still in force and the balance owing in principal on all previous loans contracted other than in the form of openings of credit shall be considered to be included in the new loan.

Notwithstanding the first paragraph, if a loan of more than 3 000 \$ is contracted for the production of crops or the purchase of livestock or standing crops, the crops to be produced by means of such loan or the livestock or crops bought directly with the proceeds of such loan must be the object in favour of the lender, of a pledge of agricultural property or of security under section 178 of the Bank Act (S.C., 1980-81, c. 40).

If the borrower is a corporation for agricultural operations, an agricultural operations cooperative or an agricultural operations partnership, the lender may require a personal commitment or suretyship from any shareholder, producer-shareholder or member, as the case may be, or partner of such corporation, cooperative or partnership.

### **15. Forwarding of application and reports :**

(1) Lenders must forward to the Bureau a copy of each application (Form CP-1, CP-1A and CP-1B) at the latest during the second month following that in which the loan was granted, whether it has been disbursed or not. If a lender fails to transmit the loan application within the said delay, the Bureau may withhold from the loan the Government's guarantee referred to in section 7 of the Act, with respect to this loan, unless the lender proves to the Bureau that he was unable, for serious reasons, to produce such application.

(2) In the case of a loan made in the form of an opening of credit, the lender must, following the signing of any note or acknowledgement of debt, forward to the Bureau, after having duly completed and signed it, the detachable

part of the note (Form CP-3) or acknowledgement of debt (Form CP-4) in order to keep the Bureau informed about the sums actually loaned and the balances owing on the loans.

(3) The Bureau sends to each lender twice a year a statement of each loan granted by such lender for verification, completion and correction, if necessary. The statement shall be dated and signed by a responsible officer of the lender and then returned to the Bureau within 30 days of its reception.

(4) When a loan has been repaid in full, the lender must immediately inform the Bureau thereof on Form CP-10 ; however, as long as an opening of credit remains in force, there is no need to inform the Bureau when the advances made by the lender become fully repaid.

### **16. Accessory conditions of a loan :**

(1) If a borrower who requests a loan is engaged in a type of production controlled by a marketing quota, he must supply the lender, before the latter approves the loan, with proof that he holds a sufficiently high quota to enable him to dispose of his entire production and therefore meet his obligations.

(2) Unless the amount of the loan is 3 000 \$ or less calculated in accordance with section 14, the borrower must insure and maintain insured against fire, wind and lightning, to the satisfaction and in favour of the lender, for the duration of the loan, the crops constituting the moveable security contemplated in the said section, if those crops are stored in buildings of which the borrower is the owner, lessee or occupant, the other moveable property also constituting such security as well as the buildings constituting the immovable security contemplated in the same section. Subject to a deduction of 3 000 \$ with regard to the loan or the aggregate of the loans obtained by the borrower, the said moveable goods or, as the case may be, the buildings, must be insured for the amount of the loan or its balance or for an amount equal to their insurable value which is the actual value recognized in accordance with standards generally accepted by insurance companies and the indemnity of any insurance policy transferred as a loan security must be stipulated as being payable to the lender in the case of disaster according to the rank that the lender agrees to for adequate protection of his security.

(3) If the income of the borrower's agricultural operation is derived mainly from the sale of crops and those crops constitute the securities contemplated in section 14 and are insurable under the insurance programme of the Régie des assurances agricoles du Québec, the borrower must insure them and maintain the insurance in the favour of the lender for the duration of the loan against damage covered by the programme of the Régie, unless the

amount of the loan is 3 000 \$ or less calculated under section 14 ; however, if the loan is granted or authorized after the sales period of that type of insurance, the borrower must contract to take the insurance at the next sales period for the duration of the loan. Subject to a deduction of 3 000 \$ with respect to the loan or the aggregate of the loans obtained by the borrower, the crops must be insured for an amount equal to the balance owing on the loan or for the maximum amount allowed by the insurance scheme of the Régie and the compensation for losses must be stipulated as being payable to the lender in case of disaster according to the rank that the lender agrees to for adequate protection of his security.

(4) If the security referred to in section 14 is given in the form of a pledge and are constituted by moveable property which are on an immoveable leased by the person who pledges them, the borrower must, before the loan is disbursed, notify the lessor concerning such pledge and give the lender a written proof of such notification.

(5) The borrower who is accepted and participates in one or several farm income stabilization insurance schemes under the Act respecting farm income stabilization insurance (R.S.Q., c. A-31) must, unless the amount of the loan is 3 000 \$ or less as calculated in accordance with section 14, transfer to the lender, as security on the loan, up to an amount equal to the balance owing on the loan, his rights to compensation that may be paid him under the said Act and that compensation must be stipulated as being payable to the lender according to the rank that the lender agrees to for adequate protection of his debt.

**17. Reports to the Bureau :** If a lender discovers that any statement in a loan application is false in any material respect, or that a borrower has used the proceeds of a loan otherwise than for a purpose specified in the application, or has abandoned his farm, has ceased to meet the conditions necessary to benefit from the Act, or has disposed of the property constituting the lender security or where a borrower refuses or fails to supply the documents contemplated in sections 4 and 8, the lender may take any action it considers proper in the circumstances and shall immediately make a full report to the Bureau which may request the lender to take any action or further action it may require.

### **18. Government guarantee :**

(1) The guarantee by the Government to the lender is acquired due solely to the Act.

(2) Where, in spite of the fact that an application has been examined and verified by a responsible officer of the

lender with the care required by the latter of such officer in the conduct of his normal duties, it is discovered that the loan has been obtained through a false declaration in an essential point, or that the proceeds of the loan have been or are being used for a purpose other than as provided for in the loan application, the Government shall continue to be responsible to the lender under the Act for the loan.

### **19. Revision of loan terms :**

(1) Where a borrower declares that he cannot meet his obligations at maturity, the lender may conclude new agreements with him in order to facilitate repayment of the contracted loan. In such case, the time limit granted shall not prolong the term of the loan beyond the term fixed by section 10 of the Act ; the lender must then record these new agreements in the file of the borrower concerned and advise the Bureau by ordinary mail transmitted no later than one month therefrom.

(2) Where, upon the expiry of the term prescribed in section 10 of the Act, a borrower has not entirely discharged his obligations and the lender grants him an extension for repayment of the balance of the loan, the lender shall continue to benefit from the Government guarantee, but he shall notify the Bureau of such extension granted the borrower by ordinary mail transmitted within one month therefrom.

**20. Procedure in case of default :** Where a borrower defaults in respect of an instalment and the balance of the loan becomes due, the lender may take the means he considers appropriate in order to :

- (a) recover the loan ;
- (b) obtain any supplementary guarantee ;
- (c) realize his security ; or
- (d) come to an arrangement with a third person or make some concession to him ;

the whole without prejudice to the responsibility of the Government to the lender under the Act.

**21. Conditions for claim :** A claim for loss suffered by a lender resulting from a guaranteed loan under the Act may be presented to the Bureau provided that :

- (a) the lender has realized his security, unless he and the Bureau agree otherwise ;
- (b) the lender has taken all other means of recovery that he would have considered necessary in the normal conduct of his business or that the Bureau may recommend.



**22. Claim form :** Every claim presented by a lender under section 21 must be forwarded or remitted to the Bureau in Form CP-7.

Regulation and that he take all conservation, protecting and maintenance measures deemed appropriate in respect of the goods constituting the guarantee furnished to the lender.

**23. Approval of claims and payment of losses :**

(1) The Bureau must, within 60 days of receipt of a claim, approve payment thereof and make the remittance as soon as possible, provided that the loan or claim has been made in accordance with the Act and Regulation.

(2) The payment of a loss suffered by the lender and the claim presented by him for payment thereof shall include :

- (a) the unpaid amount of the loan ;
- (b) the unpaid accrued interest up to the date when the payment of the claim is approved ;
- (c) all non-recovered taxed or taxable costs and also any non-recovered disbursements relative or ancillary to all legal proceedings or others in connection with the loan ; and
- (d) the legal fees, expenses and disbursements, taxable or untaxable, that the lender has actually made and for which he has not been repaid, whether or not there has been litigation, in recovering or attempting to recover the overdue loan or in safeguarding the rights of the Government, but only according to the amount permitted under the established tariff.

(3) Upon payment of a loss in respect of a loan guaranteed by the Act, the lender shall issue a receipt in Form CP-8 and forward it to the Bureau together with the note or the acknowledgment of debt signed by the borrower, the said not being endorsed by the lender to the Government without recourse, and the acknowledgment of debt transferred to the Government. The lender must then transfer to the Government, at the expense of the latter, all guarantees held for payment of the loan.

**24. Right of inquiry :** The Bureau may make any inquiry in respect of the borrower or the lender in regard to the loan and the utilization of the amount loaned and, for the purposes of such inquiry, require from them all the information and documents deemed to be necessary. The Bureau may also conduct an inquiry in respect of the borrower in order to ensure that he continues to fulfill the conditions required to benefit from the Act. The lender may also conduct any inquiry in respect of the borrower that the Bureau may itself conduct and require the same information and documents from the borrower.

For purposes of the first paragraph, the Bureau or the lender may at any time visit or inspect the exploitation of the borrower, require that he comply with the Act and the

## CP-1

(ss. 2, 7 and 15)

To be completed  
in duplicateGOUVERNEMENT DU QUÉBEC  
APPLICATION FOR LOAN  
under theACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND THE REGULATION RESPECTING THE APPLICATION OF THE ACT TO PROMOTE  
CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)(This form is to be completed and signed  
by a farmer or an aspiring farmer)

Account number: .....

This space reserved for the  
Office du crédit agricole du Québec (Bureau)

File number: .....

Application  
number: .....

LENDER:		NUMBER: <input type="text"/>	
(Name)			
(Address)			
(County)		(Postal code)	
(Telephone)		(Transit No.)	

(2) LOAN REQUESTED:  
— AS AN ORDINARY LOAN

Amount \$  Interest ..... % per annum.

Plus (if applicable ..... % per annum for the life insurance  
the premium of which is paid by the lender.

The principal repayable as follows:

.....

constituting a repayment period of ..... months.

OR

— AS AN OPENING OF CREDIT (Line of credit)

Amount: ..... \$ Duration: ..... months.

Reserved

Security

(1) BORROWER:

Date of birth  Day  Mth.  Yr.

(Soc. Ins. No.)  (Agr. Producer's No.)

(Name)

(Given names)

(Postal address: R.R., Range, Parish)

(County and Postal Code)  (Telephone)

If borrower already has a file at  
**Service des prêts garantis** give  
number:

The borrower is: (Answer A and B) (Check)

A - a farmer ☐

- an aspiring farmer ☐

B - owner ☐

- lessee or emphyteutic lessee ☐

- holder (of Crown lands under location  
ticket) ☐

- occupant (Veterans' Land Act) (R.S.C., 1970, c. V-4) ☐

Reserved

Reserved

DESCRIPTION OF OPERATION

Operation	OCAO	Cost	Revenue
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Code	Total area	Area under cultivation	Lease (Yr.)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

(3) PURPOSES OF LOAN (section 8 of the Act and subparagraph g of the first paragraph of section 1 of the Regulation).

Note: In the case of an ordinary loan, state in the first column below, the exact purpose of the loan as set forth in section 8 of the Act or defined in subparagraph g of section 1 of the Regulation and, in the second column, the amount of the loan requested for that purpose.

In the case of a loan in the form of an opening of credit, do not complete this part but, at the time of each advance, fill in the appendix to the note (CP-3) or to the acknowledgement of debt (CP-4).

Purposes (specify)	Amount	Reserved
.....	..... \$	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
.....	.....	<input type="text"/>
TOTAL:	..... \$	<input type="text"/>

<p>(4) DOCUMENT IN EVIDENCE OF EACH LOAN OR ADVANCE (section 9 of the Act) :</p> <p>Note <input type="checkbox"/></p> <p>Acknowledgement of debt <input type="checkbox"/></p>	<p>(5) KIND OF SECURITY : (section 14 of the Regulation) :</p> <p>Assignment <input type="checkbox"/></p> <p>Pledge <input type="checkbox"/></p> <p>Other movable security <input type="checkbox"/></p> <p>Hypothec <input type="checkbox"/></p> <p>Surety by third party <input type="checkbox"/></p>
---	--

(6) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)


(7) DETAILS OF THE OPERATED FARM, which is situated in the County of .....

A) Owner and description:

Name(s) of owner(s)	Lot numbers	Range	Municipality or township	Area	Hectares*
				Total	Cultivated

\* 1 acre = 0.405 hectare  
1 arp. = 0.342 hectare

B) Use made of land under cultivation:

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay .....		Sugar beets .....		Others .....	
Grain .....		Grain corn .....			
Silage .....		Potatoes .....			
Pasture .....		Orchard .....			

C) Insurance against fire, wind and lightning on property which is the object of securities in favour of the lender: ..... \$  
D) Crop insurance: yes ☐ no ☐ Farm income stabilization insurance (F.I.S.I.): yes ☐ no ☐  
E) Indicate number of loan if the farm is mortgaged to the **Office du crédit agricole du Québec**: .....  
or to the Farm Credit Corporation (Federal) .....  
F) Is the loan from the **Bureau** or the Corporation secured by a pledge? yes ☐ no ☐

(8) DETAILS OF ANY CURRENT PPA LOANS (Include current loan applications and any PPA loans repayable by any of the borrowers, whether individually or as a member of another group (of joint borrowers or joint owners in common). In the latter case, only the proportion of such group members share in the joint enterprise need be mentioned)

A) Ordinary loans:

Date loan granted	Number	Initial amount	Present balance
		Total:	

B) Loans in form of opening of credit:

Date opening of credit authorized	Number	Amount of opening of credit	Balance owing on advances
	Total:		

Total of current loans (A + B): ..... \$

(9) **INVENTORY** (Livestock, machinery and implements used to operate the farm described in section 7 (A))

Kind	Number	Present value
<b>LIVESTOCK</b>		
Dairy cows	.....	\$ .....
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b>POULTRY</b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
<b>OTHER LIVESTOCK (specify)</b>		
.....	.....	.....
.....	.....	.....
Total (a)	.....	\$ .....
<b>MACHINERY AND IMPLEMENTS</b>		
Tractor(s)	.....	\$ .....
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
Total (b)	.....	\$ .....

Total (a + b) : ..... \$

## (11) Borrower's net worth

<b>AVAILABLE FUNDS AND INVESTMENTS</b>	
Money on hand or in bank	..... \$
Accounts receivable	..... \$
Shares, bonds and other securities	..... \$
Hypothecary loans	..... \$
Other loans or claims	..... \$
Sub-total	..... \$
<b>OTHER ASSETS</b>	
Farm described in section 7 (A) including buildings but not rented property	..... \$
Livestock described in section 9	..... \$
Machinery and implements described in section 9	..... \$
Crops for sale	..... \$
Other property including any other immovables not mentioned in section 7 (A) (specify)	..... \$
.....	..... \$
Total assets	..... \$
Less total debts listed in section 10	..... \$
Net worth	..... \$

(10) **BORROWER'S DEBTS**

The annual reimbursement must include interest

Name of creditor	Balance	Annual reimb
<b>HYPOTHECARY DEBTS</b>		
.....	\$ .....	\$ .....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON LIVESTOCK</b>		
.....	.....	.....
.....	.....	.....
<b>DEBTS ON MACHINERY</b>		
.....	.....	.....
.....	.....	.....
<b>OTHER DEBTS</b>		
.....	.....	.....
.....	.....	.....
Total	\$ .....	\$ .....

## (12) Income and expenses for the year 19 .....

<b>INCOME FROM FARMING OPERATION</b>	
Sale of crops	..... \$
Sale of livestock	..... \$
Sale of dairy products	..... \$
Sale of poultry products	..... \$
Sale of fruits and vegetables	..... \$
Other agricultural income (specify)	..... \$
.....	..... \$
Total gross income	..... \$
Operating expenses	..... \$
Excess of receipts over expenses (a)	..... \$
<b>INCOME FROM OTHER SOURCES</b>	
rents, interests, dividends, off-farm work, etc (specify)	..... \$
.....	..... \$
Family allowances	..... \$
Total (b)	..... \$
Total available income (a + b)	..... \$
Estimated cost of living	..... \$

- (13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$
- (14) The borrower is married ☐ single ☐ a widower or widow ☐ separated ☐ divorced ☐ and has ..... dependants of whom ..... are children under 16 and ..... are boys over 16 living at home.
- The borrower is married to ..... under the regime of community of property ☐ separation of property ☐ partnership of acquests ☐
- (15) The borrower has dwelt on the operated farm since ..... 19 .....; if he lives elsewhere, state the distance between his residence and the farm .....
- (16) The borrower himself has operated the farm as owner ☐, lessee ☐, or emphyteutic lessee ☐ since ..... 19 .....; before that, he operated a farm at ..... (Parish) ..... for ..... years. (County)
- (17) A) If, besides operating the farm described in 7 (A) the borrower has regular ☐ occasional ☐ full-time ☐ part-time ☐ employment:  
State the employer's name: .....  
The line and type of work: .....  
Number of hours per day: ..... days per week: ..... weeks per year: ..... that he spends at it, and the weekly ☐, monthly ☐, or annual ☐ salary he earns by it (after incidental expenses have been deducted): ..... \$
- B) Annual net income of spouse: ..... \$

**A) Concerning the lease:**

[illegible]

- B) Name and address of the owner of the rented farm or of the lessee of the farm which is the object of an emphyteutic lease: .....
- C) Amount of annual rent or emphyteutic rent: ..... \$
- D) In the case of a lessee, indicate likelihood of his lease being renewed: .....
- (19) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereals, grain-corn, forage or apples, market vegetables, etc.): .....
- B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quota(s)
- Indicate nature and volume Milk : ..... poultry meat : .....  
consumer eggs : ..... other : .....
- C) In the case of conversion of the operation, has the borrower submitted Form CP-117 .....  
(Filing of the said form is compulsory)
- D) Does the borrower hold an operating permit from the **Ministère de l'Environnement** ? yes ☐ non ☐
- (20) A) If the borrower has ever been legally dispossessed or has availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him or if the **Office du crédit agricole du Québec**, has repaid, on his behalf, a loan guaranteed by the **Government**, give details : .....
- B) If the borrower has ever been refused a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77), state by whom and, if possible, why ? .....
- (21) If the purpose of the loan is to defray expenses already incurred or pay for purchases already made, give the date of each bill: .....

## (22) DECLARATION AND UNDERTAKING BY BORROWER:

I hereby apply for a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77), and I declare that I have no debts other than those stated in my loan application and that the livestock, farming or forestry implements, equipment, farming or forestry machinery or crops given or to be given the lender as security are free from any previous lien, assignment or pledge.

I also declare that the purchases, works and services described in this application and paid for or to be paid for with the proceeds of the loan are directly related to the farm I operate.

If the loan is granted:

- A) I undertake to use the proceeds of the loan solely for the purposes stated in this application;
- B) I undertake to give the lender all receipts, invoices, cashed cheques or other supporting documents attesting that the purchases, works and services described in this application have actually been paid for;
- C) If one or more of the lots described in section 18 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, I undertake to avail myself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;
- D) Notwithstanding the dates of repayment agreed upon between myself and the lender with respect to each note or acknowledgement of debt, I undertake, in the event that I receive, before the said dates, payment from the sale of the livestock for whose purchase or of the crops for whose production or purchase I was granted the loan, to remit without delay to the lender, to be applied to the reduction of the amount then owing on the loan, the whole of such payment or such part thereof as the lender may see fit to require;
- E) I undertake to take out, maintain, renew if necessary, and make over to the lender as security, in conformity with section 16 of the Regulation, the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, failing which the lender may have the said property insured to his satisfaction and at my expense; moreover, I assign, cede and transfer to the lender as security for repayment of the loan, subject to the provisions of the said section, my rights and interest to any indemnity or compensation payable by the **Régie des assurances agricoles du Québec** under any crop insurance or farm income stabilization insurance scheme in which I am or will be participating;
- F) I undertake to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, I hereby appoint as my authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union as the case may be, in my name and to sign or endorse and hand over all deeds or documents attached thereto;
- G) I agree that the lender's claim resulting from this loan is and remains indivisible for the entire duration of the loan and that it may be demanded in toto from any one of my heirs or assigns in conformity with article 1123 of the Civil Code;
- H) I undertake not to encumber, alienate or diminish in any manner whatsoever, without written consent from the lender, my crops or livestock, equipment and machinery given as security on the loan until total repayment of this loan;
- I) I authorize the lender, where a security must be furnished by hypothec or pledge, to have the necessary search and the appropriate entry or registration made, and to verify to his satisfaction the hypothecary standing of the property, and I undertake to reimburse him all expenses therefor;
- J) I authorize the lender in case of default of repayment of the loan, to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each sale less the subsequent expenses to be debited to me without any decrease in my responsibility for the balance;
- K) I authorize the lender to give any officer of the **Office du crédit agricole du Québec** of the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation** all requested information relative to the loan which may be granted to me or to other business dealing with the lender.
- L) I undertake to furnish all the necessary information and sign, for the above purposes, all other documents required by the lender or the **Office du crédit agricole du Québec**. Lastly, I authorize the **Bureau** and the lender to make all the necessary inquiries, including an inspection of my farm, for all authorized purposes with respect to the loan constituting the object of this application.

## (23) FURTHER DECLARATION AND UNDERTAKING AS TO THE BORROWER'S STATUS OF FARMER OR ASPIRING FARMER:

## A) IN THE CASE OF A FARMER:

I declare that I am a farmer within the meaning of the said Act, that is to say I devote the greater part of my time to my agricultural operation, derive the greater part of my income therefrom and order my time thereat. I undertake to retain my status of farmer in accordance with the Act until full repayment of the loan. Should my status or occupation change, I will inform my lender immediately thereof.

Signed this ..... day of ..... 19 .....

.....  
(Signature of borrower who is a farmer)

## B) IN THE CASE OF AN ASPIRING FARMER:

I declare that I am an aspiring farmer within the meaning of the said Act and I undertake.

- A) To continue to devote myself to agriculture;
- B) To make agriculture my principal occupation as defined in subparagraph d of the first paragraph of section 1 of the Regulation before .....  
.....
- C) Within 30 days of the date on which I begin to make agriculture my principal occupation, to send to the lender and to the **Office du crédit agricole du Québec**, by registered or certified mail, a solemn declaration informing each of them of that fact and of the date thereof;
- D) And, subsequently, to maintain my status of farmer in conformity with the said Act until the loan has been fully repaid.

In the event of a change in my occupation, I will notify the lender immediately.

I undertake to repay immediately the balance of the loan which is the object of this application if I fail to fulfil one or more of the undertakings provided for in the preceding paragraphs.

Signed this ..... day of ..... 19 .....

.....  
(Signature of borrower who is an aspiring farmer)

(24)

**DECLARATION OF BORROWER**  
(farmer or aspiring farmer)

I declare that all the information given in this loan application is, to the best of my knowledge, complete, true and exact in every respect.

.....  
(Place).....  
(Date of loan application).....  
(Witness).....  
(Signature of borrower)

(25)

**CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER**

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and, to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the lender's right to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q. c. A-29.1).

This loan, in the ordinary form or in the form of an opening of credit, in the amount of ..... \$ , was granted or,  
as the case may be, authorized on the ..... 19 .....

Date: ..... 19 .....

.....  
(Signature of responsible officer of lender)

(26)

**SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC**

Verification

Code

Recommendation

.....  
(Verifier).....  
(Coder).....  
(Services des prêts garantis)

..... 19 .....

(Date)

..... 19 .....

(Date)

..... 19 .....

(Date)

## CP-1A

(ss. 7 and 15)

## GOUVERNEMENT DU QUÉBEC

## APPLICATION FOR LOAN

under the

**ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND THE REGULATION RESPECTING THE APPLICATION OF THE ACT TO PROMOTE  
CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**

(This form is to be completed and signed by authorized representative(s)  
of an agricultural operations corporation, cooperative or partnership)

Account number: \_\_\_\_\_

This space reserved for the  
Office du crédit agricole du Québec (Bureau)

File number: \_\_\_\_\_

Application  
number: \_\_\_\_\_

**LENDER:** \_\_\_\_\_ **NUMBER:** \_\_\_\_\_ Reserved

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(County) \_\_\_\_\_ (Postal code) \_\_\_\_\_

(Telephone) \_\_\_\_\_ (Transit No.) \_\_\_\_\_

(2) **LOAN REQUESTED:**  
— **AS AN ORDINARY LOAN**

Amount \_\_\_\_\_ cents \$ Interest \_\_\_\_\_ % per annum.

Plus (if applicable) \_\_\_\_\_ % per annum for the life insurance  
the premium of which is paid by the lender

The principal repayable as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

constituting a repayment period of \_\_\_\_\_ months.

Reserved

OR

— **AS AN OPENING OF CREDIT (Line of credit)**

Amount: \_\_\_\_\_ \$ Duration: \_\_\_\_\_ months.

Reserved

Security \_\_\_\_\_

Reserved

**BORROWER:**

(1) \_\_\_\_\_ (Social insurance No. of authorized representative)

\_\_\_\_\_ (Agricultural Producer's No.)

\_\_\_\_\_ (Name or firm name)

\_\_\_\_\_ (Postal address of head office)

\_\_\_\_\_ (County and postal code)

\_\_\_\_\_ (Telephone)

The borrower is: (answer A and B)

A - a corporation ☐ (Check)

- a cooperative ☐

- a partnership ☐

B - owner ☐

- Lessee or emphyteutic lessee ☐ Reserved

Date of formation: \_\_\_\_\_

Day Mth. Yr.

If borrower already has a file at the Service  
des prêts garantis, give number \_\_\_\_\_

Reserved

**DESCRIPTION OF OPERATION**

Operation OCAQ \_\_\_\_\_ Cost \_\_\_\_\_ Revenue \_\_\_\_\_

\_\_\_\_\_

Code \_\_\_\_\_ Total area \_\_\_\_\_ Area under cultivation \_\_\_\_\_ Lease (Yr.) \_\_\_\_\_

(3) **PURPOSES OF LOAN** (section 8 of the Act and subparagraph g of the first paragraph of section 1 of the Regulation).

Note : In the case of an ordinary loan, state in the first column below, the exact purpose of the loan as set forth in section 8 of the Act or defined in subparagraph g of section 1 of the Regulation and, in the second column, the amount of the loan requested for that purpose.

In the case of a loan in the form of an opening of credit, do not complete this part but, at the time of each advance, fill in the appendix to the note (CP-3) or to the acknowledgement of debt (CP-4).

Purposes (specify)	Amount	Reserved
_____	_____ \$	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL:	_____ \$	_____



<p>(4) DOCUMENT IN EVIDENCE OF EACH LOAN OR ADVANCE (section 9 of the Act) :</p> <p>Note <input type="checkbox"/></p> <p>Acknowledgement of debt <input type="checkbox"/></p>	<p>(5) KIND OF SECURITY : (section 14 of the Regulation) :</p> <p>Assignment <input type="checkbox"/></p> <p>Pledge <input type="checkbox"/></p> <p>Other movable security <input type="checkbox"/></p> <p>Hypothec <input type="checkbox"/></p> <p>Surety by third party <input type="checkbox"/></p>
---	--

(6) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)


(7) DETAILS OF THE OPERATED FARM: which is situated in the County of .....

A) Owner and description:

Name(s) of owner(s)	Lot numbers	Range	Municipality or township	Area (hectares)*	
				Total	Cultivated
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

\* 1 acre = 0.405 hectare  
1 arp. = 0.342 hectare

B) Use made of land under cultivation:

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay .....	.....	Sugar beets .....	.....	Others .....	.....
Grain .....	.....	Grain corn .....	.....		.....
Silage .....	.....	Potatoes .....	.....		.....
Pasture .....	.....	Orchard .....	.....		.....

C) Insurance against fire, wind and lightning on property which is the object of securities in favour of the lender: ..... \$

D) Crop insurance: yes ☐ no ☐ . Farm income stabilization insurance (FISI): yes ☐ no ☐ .

E) Indicate number of loan if the farm is mortgaged to the Office du crédit agricole du Québec: .....  
or to the Farm Credit Corporation (Federal): .....

F) Is the loan from the Bureau or the Corporation secured by a pledge? yes ☐ no ☐ .

(8) CURRENT PPA LOANS: (Include also loan applications under consideration and any loan owed by the latter in succession).

A) Ordinary loans:

Date loan granted	Number	Initial amount	Present balance
.....	.....	..... \$	..... \$
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
		Total: \$	.....

B) Loans in form of opening of credit:

Date opening of credit authorized	Number	Amount of opening of credit	Balance owing on advances
.....	.....	..... \$	..... \$
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
	Total: \$	.....	/////////

Total of current loans (A + B): ..... \$

**(9) INVENTORY:** (Livestock, machinery and implements used to operate the farm described in section 7 (A):

Kind	Number	Present value
<b>LIVESTOCK</b>		
Dairy cows	.....	..... \$
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b>POULTRY</b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
<b>OTHER LIVESTOCK (specify):</b>		
.....	.....	.....
.....	.....	.....
<b>Total (a)</b>	.....	..... \$
<b>MACHINERY AND IMPLEMENTS</b>		
Tractor(s)	.....	..... \$
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
<b>Total (b)</b>	.....	..... \$

Total (a+b): ..... \$

**(11) Borrower's net worth:**

<b>AVAILABLE FUNDS AND INVESTMENTS</b>	
Money on hand or in bank	..... \$
Accounts receivable	..... \$
Shares, bonds and other securities	..... \$
Hypothecary loans	..... \$
Other loans or claims	..... \$
<b>Sub-total:</b>	..... \$
<b>OTHER ASSETS:</b>	
Farm described in section 7 (A) including buildings but not rented property	..... \$
Livestock described in section 9	..... \$
Machinery and implements described in section 9	..... \$
Crops for sale	..... \$
Other property including any other immovables not mentioned in section 7 (A) (specify):	.....
.....	.....
.....	.....
<b>Total assets:</b>	..... \$
Less total debts listed in section 10	..... \$
<b>Net worth:</b>	..... \$

**(10) BORROWER'S DEBTS:**

The annual reimbursement must include interest.

Name of creditor	Balance	Annual reimb
<b>HYPOTHECARY DEBTS</b>		
.....	..... \$	..... \$
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON LIVESTOCK</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON MACHINERY</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>OTHER DEBTS</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>Total:</b>	..... \$	..... \$

**(12) Income and expenses for the year 19 .....**

<b>INCOME FROM FARMING OPERATION:</b>	
Sale of crops	..... \$
Sale of livestock	.....
Sale of dairy products	.....
Sale of poultry products	.....
Sale of fruits and vegetables	.....
Other agricultural income (specify):	.....
.....	.....
<b>Total gross income</b>	..... \$
Operating expenses (excluding shareholders, or partners' salary)	..... \$
Excess of receipts over expenses (a):	..... \$
<b>INCOME FROM OTHER SOURCES:</b>	
rents, interests, dividends, off-farm work, etc. (specify):	..... \$
.....	.....
.....	.....
<b>Total (b):</b>	..... \$
<b>Total available income (a + b)</b>	..... \$
Salary of shareholders or partners	..... \$

- (13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$
- (14) The borrower's principal activity is the operation of the farm described in section 7(A): Yes ☐ No ☐
- (15) State whether the borrower is an agricultural operations cooperative established under the Act respecting cooperative agricultural associations (R.S.Q., c. S-24). Yes ☐ No ☐ If yes, state the total amount of subscribed shares: ..... \$ the amount of the reserve fund .....
- (16) Details of all shareholders of the corporation, shareholder-producers or members, as the case may be of the cooperative, or partners in the partnership, as the case may be. (if there is not enough space below, attach a separate list).

## A) IN THE CASE OF A CORPORATION:

Names and addresses of all the shareholders	Principal occupation	Does he operate the corporation's farm?		Number of shares held		
		Yes	No	Ordinary	Pref. "A"	Pref. "B"
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....	.....

## B) IN THE CASE OF A COOPERATIVE:

Names and addresses of all the shareholder-producers or members	Principal occupation	Does he operate the cooperative's farm?		Number of ordinary shares or common shares held?	
		Yes	No	Ordinary	Common
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

## C) IN THE CASE OF A PARTNERSHIP:

Total assets of partnership: ..... \$

Names and addresses of all the partners	Principal occupation	Does he operate the partnership's farm?		Share in the assets	
		Yes	No	Percentage	
.....	.....	.....	.....	.....	%
.....	.....	.....	.....	.....	%
.....	.....	.....	.....	.....	%
.....	.....	.....	.....	.....	%
.....	.....	.....	.....	.....	%
.....	.....	.....	.....	.....	%

Are all the shareholders, shareholder-producers, members or partners, as the case may be, natural persons: Yes ☐ No ☐

- (17) If, in section 1, the borrower declared himself to be a lessee or emphyteutic lessee, give the following information:

## A) Concerning the lease:

Lot number(s) to which it refers	Date of lease	Registration number	Total duration of lease	Date of expiry	Number of months to run before expiry
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

B) Name and address of the owner of the farm which is the object of the lease or emphyteutic lease: .....

C) Amount of annual rent or emphyteutic rent: ..... \$

D) In the case of a lessee, indicate likelihood of his lease being renewed: .....

## (18) Further information about the farm described in section 7 (A):

Taking into account its resources as a whole, is the borrower's farm likely to yield a revenue which will enable its operators:

A) to pay the operating costs (including maintenance and depreciation): Yes ☐ No ☐ ;

B) to fulfil their obligations: Yes ☐ No ☐ ;

C) to support their families adequately: Yes ☐ No ☐

## (19) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereal, grain corn, forage, apples, market vegetables, etc.)

B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quotas:

Indicate nature and volume : Milk : ..... poultry meat : .....  
consumer eggs : ..... other : .....

C) In the case of conversion of the operation, has the borrower submitted Form CP-11? .....  
(Filing of the said form is compulsory)

D) Does the borrower hold an operating permit from the **Ministère de l'Environnement**? yes ☐ no ☐

(20) A) If the borrower has ever been legally dispossessed or has availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him or if the **Office du crédit agricole du Québec** has repaid, on his behalf, a loan guaranteed by the Government, give details: .....

B) If the borrower has ever been refused a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77), state by whom and, if possible, why?

## (21) If the purpose of the loan is to defray expenses already incurred or to pay for purchases already made, give date of each bill: .....

## (22) DECLARATION AND UNDERTAKING BY BORROWER:

The borrower acting and duly represented herein by this authorized representative(s) hereby applies for a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77) and declares itself to be an agricultural operations corporation, an agricultural operations cooperative or an agricultural operations partnership, as the case may be, within the meaning of the said Act. In addition, it declares that it has no debts other than those stated in the loan application, and that the livestock, farming or forestry implements, equipment, farming or forestry machinery or crops given or to be given the lender as security are free from any previous lien assignment or pledge.

The borrower also declares that the purchases, works and services described in this application and paid for or to be paid for with the proceeds of the loan are directly related to the farm it operates.

If the requested loan is granted, the borrower:

A) Undertakes to use the proceeds of the loan solely for the purposes stated in this application;

B) Undertakes to give the lender all receipts, invoices, cashed cheques or other supporting documents attesting that the purchases, works and services described in this application were actually paid for;

C) Undertakes to maintain his status as a corporation for agricultural exploitation, an agricultural operations cooperative or an agricultural exploitation partnership, as the case may be, in conformity with the said Act until the loan has been fully repaid; should its status change, it must advise its lender immediately thereof;

D) Undertakes, in the case of an agricultural operations partnership, not to dissolve it during the period of the loan, regardless of the time stipulated in the contract of the partnership or any period or renewal therein provided for;

E) If one or more of the lots described in section 17 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, it undertakes to avail itself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;

F) Notwithstanding the dates of repayment agreed upon between myself and the lender with respect to each note or acknowledgement of debt, it undertakes, in the event that it receives, before the said dates, payment from the sale of the livestock for whose purchase or of the crops for whose production or purchase it was granted the loan, to remit without delay to the lender, to be applied to the reduction of the amount then owing on the loan, the whole of such payment or such part thereof as the lender may see fit to require;

G) Undertakes to take out, maintain, renew if necessary, and make over to the lender as beneficiary, in conformity with section 16 of the **Regulation** the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan failing which the lender may have the said property insured to his satisfaction and at the borrower's expense; moreover, to assign, cede and transfer to the lender as security for repayment of the loan, subject to the provisions of the said section, his rights and interests to any indemnity or compensation payable by the **Régie des assurances agricoles du Québec** under any crop insurance or farm income stabilization insurance scheme in which he is or will be participating;

H) Undertakes to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, it hereby appoints as its authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union in the name of the borrower and to sign or endorse and hand over all the deeds or documents connected therewith;

I) Undertakes not to encumber, alienate or diminish in any manner whatsoever, without written consent by the lender, its crops or livestock, equipment and machinery given as security on the loan until this loan is fully repaid;

J) Authorizes the lender, if security must be furnished by hypothec or pledge, to have the necessary search and the appropriate entry or registration made, and to verify to his satisfaction the hypothecary standing of the property, and it undertakes to reimburse him all expenses therefor;

K) Authorizes the lender, in case of default of the loan, to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each such sale, less the costs thereby entailed, to be applied to the reduction of its debt without any decrease in its responsibility for the balance.

(L) Authorizes the lender to give any officer of the **Office du crédit agricole du Québec** or the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation du Québec** the necessary information relative to the loan which may be granted to it or to other business dealings with the lender;

(M) Undertakes to furnish all the required information and sign, for the above purposes, all other documents required by the lender or the **Office du crédit agricole du Québec**. It also authorizes the **Bureau** and the lender to make all the necessary inquiries, including an inspection of its farm, for all purposes of law connected with the loan herein requested.

Signed this ..... day of ..... 19 .....

(Name of borrower)

By .....  
(Signature of authorized representative,  
member or partner)

By: .....  
(Signature of authorized representative,  
member or partner)

(Signature of other members or partners)

(23)

#### DECLARATION BY BORROWER

I / we .....  
(Names of representative(s), member(s) or partner(s))

residing at .....  
(Address(es) of residence(s))

.....  
(Address(es) of residence(s))

hereby declare as follows:

That I am / we are .....  
(Title and position)

of the borrower and that I am / we are conversant with the said borrower's affairs;

That I / we have studied the borrower's present application for a loan;

That the information contained in the said application is, to the best of my our knowledge, complete, true and exact in every respect.

(Authorized representative or partner)

(Place)

(Authorized representative or partner)

(Date of loan application)

(Other partners if applicable)

(Signature of witness)

(Other partners if applicable)

(24)

#### CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and, to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the lender's right to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1).

The loan, in ordinary form or as an opening of credit, in the amount of ..... \$, has been granted or, as the case may be

authorized on ..... 19 .....

Date: ..... 19 .....

(Signature of responsible officer of lender)

#### SPACE RESERVE FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

Verification

Code

Recommendation

(Verifier)

(Coder)

(Service des prêts garantis)

(Date) 19 .....

(Date) 19 .....

(Date) 19 .....

## CP-1B

(ss. 7 and 15)

To be completed  
in duplicateGOUVERNEMENT DU QUÉBEC  
APPLICATION FOR LOAN  
under the**ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND THE REGULATION RESPECTING THE APPLICATION OF THE ACT TO PROMOTE  
CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**(This form is to be completed and signed by joint owners  
in common of a farm, answering to the definition of "farmer",  
or, as the case may be, by joint borrowers)

Account number: .....

This space reserved for the  
Office du crédit agricole du Québec (Bureau)

File number: .....

Application  
number: .....

<p><b>LENDER:</b> NUMBER: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> <span style="float: right;">Reserved</span></p> <p>(Name) .....</p> <p>(Address) .....</p> <p>(County) ..... (Postal code) .....</p> <p>(Telephone) ..... (Transit No.) .....</p>	<p><b>(1) BORROWER:</b> Information required (for purposes of correspondence) about one of the persons operating the farm described in section 7 (A):</p> <p>(Surname) ..... (Given name) .....</p> <p>(Postal address: R.R., range, parish) .....</p> <p>(County and postal code) ..... (Telephone) .....</p> <p>The term "borrower" used in this application means: <span style="float: right;">(Check)</span></p> <p>- joint owners in common of a farm who fit the definition of "farmer" (section 1, paragraph c of the Act); <span style="float: right;"><input type="checkbox"/></span></p> <p>or (as the case may be)</p> <p>- joint borrowers (section 1, paragraph j of the Act) <span style="float: right;"><input type="checkbox"/></span></p> <p>The borrower is:</p> <p>- owner <span style="float: right;"><input type="checkbox"/></span></p> <p>- lessee or emphyteutic lessee <span style="float: right;"><input type="checkbox"/></span></p> <p>- occupant (of Crown lands under a location ticket) <span style="float: right;"><input type="checkbox"/></span></p> <p>- occupant (Veterans' Land Act) (R.S.C., 1970, c. V-4) <span style="float: right;"><input type="checkbox"/></span></p> <p>If borrower already has a file at the Service des prêts garantis, give number <span style="float: right;">Reserved <input type="checkbox"/></span></p>
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<p><b>(2) LOAN REQUESTED:</b> — AS AN ORDINARY LOAN</p> <p>Amount <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> \$ Interest ..... % per annum.</p> <p>Plus (if applicable) ..... % per annum for the life insurance the premium of which is paid by the lender.</p> <p>The principal repayable as follows:</p> <p>.....</p> <p>.....</p> <p>constituting a repayment period of ..... months.</p> <p style="text-align: right;">Reserved <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span></p> <p>OR</p> <p>— AS AN OPENING OF CREDIT (Line of credit)</p> <p>Amount: ..... \$ Duration: ..... months.</p> <p>Reserved <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span> Security <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span></p>	<p style="text-align: center;">Reserved</p> <p><b>DESCRIPTION OF OPERATION</b></p> <p>(Agricultural Producer's No.) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Date of birth <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Day Mth. Yr.</p> <p>Operation OCAQ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Cost <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Revenue <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p> <p>Code <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Total area <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Area under cultivation <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Lease (Yr.) <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span></p>
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**(3) PURPOSES OF LOAN (section 8 of the Act and subparagraph g of the first paragraph of section 1 of the Regulation).**

Note: In the case of an ordinary loan, state in the first column below, the exact purpose of the loan as set forth in section 8 of the Act or defined in subparagraph g of section 1 of the Regulation and, in the second column, the amount of the loan requested for that purpose.

In the case of a loan in the form of an opening of credit, do not complete this part but, at the time of each advance, fill in the appendix to the note (CP-3) or to the acknowledgement of debt (CP-4).

Purposes (specify)	Amount	Reserved
.....	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
.....	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
.....	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
.....	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
.....	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
.....	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>
<b>TOTAL</b>	\$ <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>	<span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

(4) DOCUMENT IN EVIDENCE OF EACH LOAN OR ADVANCE  
(section 9 of the Act) :

Note ☐

Acknowledgement of debt ☐

(5) KIND OF SECURITY : (section 14 of the Regulation) :

Assignment ☐

Pledge ☐

Other movable security ☐

Hypothec ☐

Surety by third party ☐

(6) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)

.....

.....

.....

.....

.....

(7) DETAILS OF THE OPERATED FARM: which is situated in the County of .....

A) Owner and description:

Name(s) of owner(s)	Lot numbers	Range	Municipality or township	Area (hectares)*	
				Total	Cultivated
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

\* 1 acre = 0.405 hectare  
1 arp. = 0.342 hectare

B) Use made of land under cultivation

Crop	Hectares	Crop	Hectares	Crop	Hectares
Hay .....	.....	Sugar beets .....	.....	Others .....	.....
Grain .....	.....	Grain corn .....	.....		
Silage .....	.....	Potatoes .....	.....		
Pasture .....	.....	Orchard .....	.....		

C) Insurance against fire, wind and lightning on property which is the object of securities in favour of the lender: ..... \$

D) Crop insurance: yes ☐ no ☐ . Farm income stabilization insurance (F I S I): yes ☐ no ☐ .

E) Indicate number of loan if the farm is mortgaged to the **Office du crédit agricole du Québec**: .....  
or to the Farm Credit Corporation (Federal) .....

F) Is the loan from the **Bureau** or the Corporation secured by a pledge? yes ☐ no ☐ .

(8) DETAILS OF ANY CURRENT PPA LOANS (Include current loan applications and any PPA loans repayable by any of the borrower, whether individually or as a member of another group (of joint borrowers or joint owners in common). In the latter case, only the proportion of such group members share in the joint enterprise need be mentioned.

A) Ordinary loans:

Date loan granted	Number	Initial amount	Present balance
.....	.....	..... \$	..... \$
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
Total:		.....	..... \$

B) Loans in form of opening of credit:

Date opening of credit authorized	Number	Amount of opening of credit	Balance owing on advances
.....	.....	..... \$	..... \$
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
Total:		..... \$	//////////

Total of current loans (A + B): ..... \$

**(9) INVENTORY** (Livestock, machinery and implements used to operate the farm described in section 7 (A))

Kind	Number	Present value
<b>LIVESTOCK</b>		
Dairy cows	.....	..... \$
Other dairy cattle	.....	.....
Beef cows	.....	.....
Other beef cattle	.....	.....
Sows	.....	.....
Piglets	.....	.....
Hogs	.....	.....
<b>POULTRY</b>		
Hens	.....	.....
Broiler chickens	.....	.....
Turkeys	.....	.....
Others	.....	.....
OTHER LIVESTOCK (specify)	.....	.....
.....	.....	.....
.....	.....	.....
Total (a)	.....	..... \$
<b>MACHINERY AND IMPLEMENTS</b>		
Tractor(s)	.....	..... \$
Truck	.....	.....
Automobile	.....	.....
Other farm implements	.....	.....
Total (b)	.....	..... \$

Total (a - b): \$

**(11) Borrower's net worth**

<b>AVAILABLE FUNDS AND INVESTMENTS</b>	
Money on hand or in bank	..... \$
Accounts receivable	..... \$
Shares, bonds and other securities	..... \$
Hypothecary loans	..... \$
Other loans or claims	..... \$
Sub-total:	..... \$
<b>OTHER ASSETS</b>	
Farm described in section 7 (A) including buildings but not rented property	..... \$
Livestock described in section 9	..... \$
Machinery and implements described in section 9	..... \$
Crops for sale	..... \$
Other property including any other immovables not mentioned in section 7 (A) (specify)	..... \$
.....	..... \$
Total assets	..... \$
Less total debts listed in section 10	..... \$
Net worth	..... \$

**(10) PARTICULARS ON DEBTS:**

Note: Enter only the debts of each farm operator holding joint rights in common in the farm described in section 7 (A) or of each farmer having an interest in it.

The annual reimbursement must include interest

Name of creditor	Balance	Annual reimb
<b>HYPOTHECARY DEBTS</b>		
.....	..... \$	..... \$
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON LIVESTOCK</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>DEBTS ON MACHINERY</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
<b>OTHER DEBTS</b>		
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total	..... \$	..... \$

**(12) Income and expenses for the year 19 .....**

<b>INCOME FROM FARMING OPERATION</b>	
Sale of crops	..... \$
Sale of livestock	.....
Sale of dairy products	.....
Sale of poultry products	.....
Sale of fruits and vegetables	.....
Other agricultural income (specify)	.....
.....	.....
Total gross income	..... \$
Operating expenses (excluding operator's salary)	..... \$
Excess of receipts over expenses (a)	..... \$
<b>INCOME FROM OTHER SOURCES:</b>	
rents, interests, dividends, off-farm work, etc. (specify)	..... \$
.....	.....
.....	.....
Total (b)	..... \$
Total available income (a + b)	..... \$
Salary of operators	..... \$



(13) For the current year, the borrower estimates his gross agricultural income at ..... \$ and his total agricultural expenses at ..... \$ leaving an estimated net income of ..... \$

(14) If, in section 1, the borrower declared himself to be a lessee or emphyteutic lessee, give the following information:

A) Concerning the lease:

Lot number(s) to which it refers	Date of lease	Registration number	Total duration of lease	Date of expiry	Number of months to run before expiry
.....	.....	.....	.....	.....	.....

B) Name and address of the owner of the farm which is the object of the lease or emphyteutic lease : .....

C) Annual rent: ..... \$ or annual emphyteutic rent, as the case may be .....

D) In the case of an ordinary lessee, state the likelihood of his lease being renewed: .....

(15) Information respecting all persons who are undivided owners of the farm described in section 7 (A) or, as the case may be, who jointly operate the farm (Attach list if space provided is not sufficient)

Names and addresses			Principal occupation	Does this person operate the farm?		Percentage contribution to the farm's assets
				Yes	No	
1) .....						..... %
2) .....						..... %
3) .....						..... %
4) .....						..... %
5) .....						..... %
Agricultural producer's number	Date of birth	Other occupation			Single married widower) separated divorced	Annual income of spouse
		Type	Annual income from it	Expenditure related to that income		
1) .....						.....
2) .....						.....
3) .....						.....
4) .....						.....
5) .....						.....

(16) Further details about farm described in section 7 (A):

Taking into account its resources as a whole, is the borrower's farm likely to yield an income which will enable its operators to:

A) Pay the operating costs (including maintenance and depreciation): Yes ☐ No ☐ ;

B) Fulfil their obligations: Yes ☐ No ☐ ;

C) Support their families adequately: Yes ☐ No ☐

(17) A) State borrower's principal agricultural production (dairying, raising beef cattle, hogs, sheep or poultry, growing cereals, grain: corn, forage or apples, market vegetables, etc) .....

B) If the borrower is engaged in one or more productions subject to a marketing quota, he must furnish proof to the lender that he holds the appropriate quota(s)

Indicate nature and volume : Milk : ..... poultry meat : .....  
consumer eggs : ..... other : .....

C) In the case of conversion of the operation, has the borrower submitted Form CP 11? .....  
(Filing of the said form is compulsory)

D) Does the borrower hold an operating permit from the Ministère de l'Environnement? yes ☐ no ☐

(18) A) If the borrower has been legally dispossessed or availed himself of the legislation governing voluntary deposits or been adjudged bankrupt or made an assignment or has a judgment or legal proceedings pending against him, or if the Office du crédit agricole du Québec has repaid, on his behalf, a loan guaranteed by the Government, give details: .....

B) If an application by the borrower for a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77), state by whom and, if possible, why ?

(19) If the purpose of the loan is to pay for purchases already made or expenses already incurred, give the date of each bill:

(20) DECLARATION AND AGREEMENT BY THE BORROWER:

The borrower acting for itself or duly represented herein by the authorized representative(s) hereby for a loan under the Act to promote credit to farm producers (R.S.Q., c. C-77) and declares that it answers to the definition of farmer or joint borrowers within the meaning of the Act. It declares that every farm operator having undivided ownership rights in the farm described in section 7(A) and every farmer having an interest in the said farm has no debts other than those stated in the loan application, and that the livestock, farming or forestry implements, equipment, farming or forestry machinery or crops given of to be given the lender as security are free from any previous lien, assignment or pledge.

The borrower also declares that the purchases, works and services described in this application and paid for or to be paid for with the proceeds of the loan are directly related to the farm it operates.

If the requested loan is granted, the borrower:

- A) Undertakes to use the proceeds of the loan solely for the purposes stated in this application;
- B) Undertakes to give the lender all receipts, invoices, cashed cheques or other supporting documents attesting that the purchases, works and services described in this application were actually paid for;
- C) Undertakes to maintain his status as a farmer of joint borrowers, in conformity with the said Act until the loan has been fully repaid ; should its status change, it must advise its lender immediately thereof ;
- D) If one or more of the lots described in section 14 (A) is the object of a lease which provides for a period of renewal at the option of the lessee, it undertakes to avail itself of such option if, at the expiry of the initial period of the lease, this loan has not been repaid;
- E) Notwithstanding the dates of repayment agreed upon between itself and the lender with respect to each note or acknowledgement of debt, it undertakes, in the event that it receives, before the said dates, payment from the sale of the livestock for whose purchase or of the crops for whose production or purchase it was granted the loan, to remit without delay to the lender, to be applied to the reduction of the amount then owing on the loan, the whole of such payment, or such part thereof as the lender may see fit to require;
- F) Undertakes to take out, maintain, renew if necessary, and make over to the lender as beneficiary, in conformity with section 16 of the Regulation, the insurance required on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, failing which the lender may have the said property insured to his satisfaction and at my expense of the borrower ; moreover, to assign, cede and transfer to the lender as security for repayment of the loan, subject to the provisions of the said section, his rights and interests to any indemnity or compensation payable by the Régie des assurances agricoles du Québec, under any crop insurance or farm income stabilization insurance scheme in which he is or will be participating ;
- G) Undertakes to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, it hereby appoints as its authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union in its name and to sign or endorse and hand over all the deeds or documents connected therewith;
- H) Agrees that the borrower's liability resulting from this loan is and remains indivisible for the entire duration of the loan and that it can be claimed in whole from each heir of the owners in common of the farm described in section 7 (A) or from the persons who jointly operate it or their assigns, in conformity with article 1123 of the Civil Code ;
- I) Undertakes not to encumber, alienate or diminish in any manner whatsoever, without written consent by the lender, its crops or livestock, equipment and machinery given as security on the loan as long as it is indebted to the lender as a result of this loan;
- J) Authorizes the lender, if security must be furnished by hypothec or pledge, to have the necessary search and the appropriate entry or registration made, and to verify to his satisfaction the hypothecary standing of the property; and it undertakes to reimburse him all expenses therefor;
- K) Authorizes the lender, in case of default on the loan the publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each such sale, less the costs thereby entailed, to be applied to the reduction of its debt without any decrease in its responsibility for the balance;
- L) Authorizes the lender to give any officer of the **Office du crédit agricole du Québec** or the **Ministère de l'Agriculture, des Pêcheries et de l'Alimentation** the necessary information relative to the loan which may be granted to it or to other business dealings with the lender ;
- M) Undertakes to furnish all the required information and sign, for the above purposes, all other documents required by the lender or the **Office du crédit agricole du Québec**. It also authorizes the **Bureau** and the lender to make all the necessary inquiries, including an inspection of its farm, for all purposes of law connected with the loan herein requested.

Signed this ..... day of ..... 19 .....

(The space at the right is for the signature of the person(s) representing the borrower or of the authorized representative(s)).

(21)

**DECLARATION OF BORROWER**

(Note: This declaration must be signed by the same persons who signed the loan application).

I / we

(Names of person(s) acting personally or as authorized representative(s))

Residing at

(Address(es) of residence(s))

(Address(es) of residence(s))

hereby declare as follows:

That I am / we are

(Write "Authorized representative" if such is the case)

That I / we have studied the borrower's present application for a loan.

That the information contained in the said application is, to the best of my/our knowledge, complete, true and exact in every respect.

(Place)

(Date of loan application)

Signature of witness)

(22)

**CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER**

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and, to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the lender's right to the insurance contemplated in section 4 of the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1).

The loan, in ordinary form or as an opening of credit in the amount of ....., \$ has been granted or, as the case may be,

authorized on ..... 19 .....

Date: ..... 19 .....

(Signature of responsible officer of lender)

**SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC**

Verification

Code

Recommendation

(Verifier)

(Coder)

(Services des prêts garantis)

(Date)

19

(Date)

19

(Date)

19

## CP-3

(ss. 9 and 15)

## GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND REGULATION RESPECTING THE APPLICATION OF THE ACT TO PROMOTE  
CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**

## NOTE

..... \$ Application No. .... 19.....

For value received ..... promise to pay to the order of .....

(Name of Bank)

..... at its ..... Branch,

the sum of ..... dollars

hereinafter called the "principal", with interest at the rate of ..... % per annum, the principal to be payable as follows : .....

.....

.....

plus the accrued interest on the unpaid principal, the interest to be payables as follows : .....

.....

.....

the whole until the ..... day of ..... 19.....

on which date the principal and accrued interest then unpaid shall become due and payable. Partial payments shall be initially applied against interest accrued. If any instalment of the principal or accrued interest remains unpaid after the due date, the whole of the principal and accrued interest shall become immediately payable at the discretion of the Bank. Should the undersigned fail to make any of the payments described above, the undersigned promises to pay interest at the abovementioned rate on the arrears of principal from the date of default until paid.

.....

.....

The paragraph  
opposite applies  
only to loans  
made in the form  
of an opening of  
credit and must  
be completed  
only in such  
cases.

This note is given for an advance by the Bank to the undersigned pursuant to the application for credit and promise to give security made by the undersigned to the bank and dated this ..... day of ..... 19 ..... and any application(s) for credit and promise(s) to give security supplemental thereto.

**CP-3**  
**(Schedule)**  
 (ss. 9 and 15)

(This detachable part of the note is to be completed and sent to the  
**Office du crédit agricole du Québec** without delay only in the case of an advance  
 made under a loan in the form of an opening of credit.)

This space reserved for the  
 Office du crédit agricole du Québec (Bureau) File number: \_\_\_\_\_

Application No. ....

Advance No. ....

LENDER:	NUMBER: _____	Reserved
	_____	
	_____	
	_____	
	_____	

BORROWER:	
_____	_____
(Social Insurance No.)	(Agricultural Producer's No.)
_____	_____
(Surname)	(Christian name)
_____	
(Postal address: R.R., range, parish)	

Date opening of credit was authorized: .....

Amount of opening of credit: ..... \$

A) Amount of advance No. .... \$

This advance of ..... \$ is confirmed by a note  
 dated .....

and bears interest at ..... % per annum.

Plus (if applicable) ..... % per annum for insurance (up to the  
 amount permitted by section 10 of the **Regulation** respecting the  
 application of the Act to promote credit to farm producers (R.R.Q.,  
 c. C-77, r.1).

B) Balance of principal owing on previous advance(s) made under  
 this opening of credit: ..... \$

Total of A + B ..... \$

**PURPOSE(S) FOR WHICH THIS ADVANCE IS MADE:**

**Note :** Indicate the amount of the advance that corresponds to the purposes described in the first column

Purposes	Amount	Reserved
<b>CROP PRODUCTION EXPENSES</b>		
Fertilizer, seed, weed-killer, etc .....	..... \$	_____
<b>PURCHASE OF ANIMALS FOR MEAT OR EGG PRODUCTION</b>		
Cattle .....	..... \$	_____
Hogs .....	..... \$	_____
Poultry .....	..... \$	_____
Others (specify) .....	..... \$	_____
<b>EXPENSES FOR RAISING FARM ANIMALS</b>		
Feed .....	..... \$	_____
Veterinarian, medication, breeding, litter, etc .....	..... \$	_____
<b>PURCHASE OF STANDING CROPS</b>	..... \$	_____
<b>LIVING EXPENSES</b> (or salaries of shareholders or partners) .....	..... \$	_____
<b>GENERAL FARM EXPENSES</b>		
Employee salaries .....	..... \$	_____
Gas, tax, insurance, maintenance, etc .....	..... \$	_____
Total:	..... \$	_____

**DETAILS OF SECURITIES:** (Description of the additional securities required over and above the original security).

.....  
 .....

Date of disbursement of this advance: .....

Dated this ..... 19 .....

(Signature of responsible officer of the lender)

**CP-4**

(ss. 9 and 15)

GOUVERNEMENT DU QUÉBEC  
**AN ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)**  
**AND REGULATION RESPECTING THE APPLICATION**  
**OF THE ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**  
**ACKNOWLEDGEMENT OF DEBT**

..... \$

Application number 

--	--	--	--	--

Date of maturity 

Day	Month	Year

 or on demand 

--

 Folio of borrower 

--

 Loan No. 

--

..... 19 .....

I, the undersigned, acknowledge having borrowed and received from the "CAISSE" .....

the sum of ..... dollars (hereinafter called the "principal") and

I hereby bind myself to repay that sum with interest at the rate of ..... % per annum before and after maturity, at its head office, the principal to be payable as follows: .....

.....

.....

I also bind myself to pay to the said "CAISSE" the accrued interest on the unpaid principal as follows: .....

.....

.....

I agree that if any instalment of the principal or accrued interest remains unpaid after the due date, the whole of the principal and accrued interest shall become immediately payable at the discretion of the "Caisse". Until my debt is paid in full, the said "Caisse" may at any time and without notice compensate with my debt any sum that may be payable to me as capital, savings deposit, interest or in any other way.

The paragraph opposite applies only to loans made in the form of an opening of credit and must be completed only in such cases.

This acknowledgement of debt is given against an advance made by the said "Caisse" to the undersigned under an opening of credit granted to the undersigned on the ..... day of ..... 19 .....

.....

.....

**CP-4**  
**(Schedule)**  
 (ss. 9 and 15)

(This detachable part of the acknowledgement of debts is to be completed and sent to the **Office du crédit agricole du Québec** without delay only in the case of an advance made under a loan in the form of an opening of credit.)

This space reserved for the  
 Office du crédit agricole du Québec (Bureau)

File number:

Application No. ....

Advance No. ....

<b>LENDER:</b>	<b>NUMBER:</b>	Reserved
	.....	
	(Name)	
	(Address)	
	(County)	

<b>BORROWER:</b>	
.....	.....
(Social Insurance No.)	(Agricultural Producer's No.)
.....	
(Surname)	(Christian name)
(Postal address: R.R., range, parish)	

Date opening of credit was authorized: .....

Amount of opening of credit: ..... \$

A) Amount of advance No. .... This advance of ..... \$

This advance of ..... \$ is confirmed by an  
 acknowledgement of debt dated .....

and bears interest at ..... % per annum.

Plus (if applicable) ..... % per annum for insurance (up to the  
 amount permitted by section 10 of the Regulation respecting the  
 application of the Act to promote credit to farm producers (R.R.Q.,  
 c. C-77, r.1).

B) Balance of principal owing on previous advance(s) made under  
 this opening of credit: .....

..... \$  
 Total de A + B : ..... \$

**PURPOSE(S) FOR WHICH THIS ADVANCE IS MADE:**

Note: Indicate the amount of the advance that corresponds to the purposes described in the first column

Purposes	Amount	Reserved
<b>CROP PRODUCTION EXPENSES</b>		
Fertilizer, seed, weed-killer, etc. ....	..... \$	.....
<b>PURCHASE OF ANIMALS FOR MEAT OR EGG PRODUCTION</b>		
Cattle .....	..... \$	.....
Hogs .....	..... \$	.....
Poultry .....	..... \$	.....
Others (specify) .....	..... \$	.....
<b>EXPENSES FOR RAISING FARM ANIMALS</b>		
Feed .....	..... \$	.....
Veterinarian, medication, breeding, litter, etc. ....	..... \$	.....
<b>PURCHASE OF STANDING CROPS</b>	..... \$	.....
<b>LIVING EXPENSES</b> (or salaries of shareholders or partners) .....	..... \$	.....
<b>GENERAL FARM EXPENSES</b>		
Employee salaries .....	..... \$	.....
Gas, tax, insurance, maintenance, etc. ....	..... \$	.....
<b>Total:</b> .....	..... \$	.....

**DETAILS OF SECURITIES:** (Description of the additional securities required over and above the original security)

.....  
 .....

Date of disbursement of this advance: .....

Dated this ..... 19 .....

(Signature of responsible officer of the lender)

**CP-7**  
(s. 22)

GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND REGULATION RESPECTING THE APPLICATION  
OF THE ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**

**PROOF OF CLAIM RESPECTING A LOAN IN DEFAULT**

File number at the Office du crédit agricole du Québec
---

On behalf of the lender	
Transit number	Application number

From \_\_\_\_\_  
(Name of lender)

\_\_\_\_\_ (Name of borrower)

\_\_\_\_\_ (Branch)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_ (Telephone No.)

The Office du crédit agricole du Québec.

Pursuant to the guarantee of the Gouvernement du Québec under the Act to promote credit to farm producers (R.S.Q., c. C-77), the undersigned hereby claims the amount of the loss suffered by the aforementioned lender as a result of a loan guaranteed pursuant to the said Act and granted to the abovementioned borrower.

- (1) The unpaid principal of the loan ..... \$
- (2) All charges levied or to be levied which have not been recovered as well as any disbursements relating or attaching to any judicial proceeding, or any others pertaining to the loan; and ..... \$
- (3) Legal fees, expenses and disbursements, taxable or non-taxable, which the lender has actually made, whether or not an action has been instituted, in recovering or attempting to recover the overdue loan..... \$
- (4) The interest accrued, but not collected on ..... \$ calculated at the rate of ..... % per year from the ..... day of ..... 19 ..... up to the date where payment of this claim is approved.

**THE UNDERSIGNED HEREBY FURNISHES THE FOLLOWING DOCUMENTS:**

- A) Statement indicating the dates and initial amounts of the promissory notes or acknowledgments of the debt which the undersigned possesses in respect of the said loan, and the dates and amounts of the payment of principal and interest respectively, made by the borrower to the undersigned;
- B) Statement indicating the details of non-realized guarantees or unenforced judgements in respect of the loan;
- C) Receipts or cashed cheques according to the enclosed statement, deeds of assignment or of pledge of agricultural property and any other supporting documents furnished by the borrower.

**In the opinion of the undersigned representative of the lender, the balance of the said loan cannot be recovered from the borrower.**

\_\_\_\_\_ (Name of the lender)

\_\_\_\_\_ 19 \_\_\_\_\_  
(Date)

Signed by: \_\_\_\_\_  
(Manager)



**CP-8**  
(s. 23)

GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND REGULATION RESPECTING THE APPLICATION  
OF THE ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**

RECEIPT ACKNOWLEDGED TO THE OFFICE DE CRÉDIT AGRICOLE DU QUÉBEC (BUREAU)

File number at the Office du crédit agricole du Québec
---

On behalf of the lender	
Transit number	Application number

\_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_ hereby acknowledges receipt  
(Name of lender)

of payment of the sum of ( \_\_\_\_\_ \$ ) \_\_\_\_\_ dollars

made by the Office du crédit agricole du Québec in accordance with the Act to promote credit to farm producers (R.S.Q., c. C-77), with respect to the loss suffered by the said lender as a result of a loan guaranteed pursuant to the Act and granted by the said lender.

to \_\_\_\_\_  
(Name of borrower)

from \_\_\_\_\_  
(Address)

and subrogates the said Bureau in all rights, actions and claims instituted by the lender against the borrower, by reason of the debt for which payment is hereby acknowledged.

The promissory note or acknowledgment of debt of the borrower, with the endorsement without recourse or the transfer without guarantee, in favour of the Gouvernement du Québec is annexed hereto.

\_\_\_\_\_  
(Name of lender)

Signed by: \_\_\_\_\_  
(Manager)

\_\_\_\_\_  
(Address or Branch)

**CP-10**  
(s. 15)

RESERVED

L'OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

AN ACT TO PROMOTE CREDIT TO FARM  
PRODUCERS (R.S.Q., c. C-77)  
AND REGULATION RESPECTING THE APPLICATION  
OF THE ACT TO PROMOTE CREDIT TO FARM  
PRODUCERS (R.R.Q., c. C-77, r.1)

**TOTAL REPAYMENT OF LOAN**\_\_\_\_\_  
(NAME OF LENDER)\_\_\_\_\_  
(NAME OF BORROWER)\_\_\_\_\_  
(COMPLETE POSTAL ADDRESS)\_\_\_\_\_  
(COMPLETE POSTAL ADDRESS)

YOUR APPLICATION NUMBER : \_\_\_\_\_

HIS/ITS FILE NUMBER : \_\_\_\_\_

LOAN BALANCE : \_\_\_\_\_ \$

DATE OF REPAYMENT : \_\_\_\_\_ \$

TRANSIT No. : \_\_\_\_\_

\_\_\_\_\_  
(MANAGER)

DATE: \_\_\_\_\_

## CP-11

(s. 7)

GOUVERNEMENT DU QUÉBEC

**AN ACT TO PROMOTE CREDIT TO FARM PRODUCERS (R.S.Q., c. C-77)  
AND REGULATION RESPECTING THE APPLICATION OF THE ACT TO PROMOTE  
CREDIT TO FARM PRODUCERS (R.R.Q., c. C-77, r.1)**

Application No. ....

Name of applicant in full: ..... Telephone No.: .....

(SURNAME)

(GIVEN NAMES)

Present postal address: .....  
(POST OFFICE BOX — CIVIC NUMBER — ROAD — VILLAGE — COUNTY)

Postal address of farm: ..... County: .....

**CONVERSION OF EXPLOITATION**

(1) What is your present principal production?

a) Fluid milk

☐b) Industrial  
milk☐

c) Beef cattle

☐

d) Swine

☐

e) Poultry

☐f) Industrial  
crops☐

g) Other

☐

(2) What is the total area of land under cultivation on your farm? .....

(3) What changes do you intend to make or have already begun to make on your exploitation? .....

.....  
.....  
.....  
.....  
.....  
.....

(4) Cost and details of mode of financing:

.....  
.....  
.....  
.....  
.....  
.....

(5) How long will it take to complete this conversion? .....

DATE

SIGNATURE OF APPLICANT

SPACE RESERVED FOR THE AGRONOMIST OF THE  
MINISTÈRE DE L'AGRICULTURE, DES PÊCHERIES ET DE L'ALIMENTATION

I declare that the conversion plan for the exploitation described above is fully consistent with the objectives of the Department for the region concerned and in keeping with the rational management of the said exploitation.

This declaration does not, however, constitute a loan recommendation; it is the responsibility of the lender to examine the financial situation of the borrower and his capability of repaying the loan.

\_\_\_\_\_ Date \_\_\_\_\_ Signature of agronomist \_\_\_\_\_

If the conversion plan for the applicant's exploitation is not consistent with the objectives of the Department or not in keeping with the rational management of the said exploitation, the agronomist must give the reasons therefor:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

\_\_\_\_\_ Date \_\_\_\_\_ Signature of agronomist \_\_\_\_\_

O.C. 2785-72, (1972) 104 O.G., 8972, 10021 and 11285  
O.C. 738-73, (1973) 105 O.G.II, 477  
O.C. 1957-75, (1975) 107 O.G.II, 2287 and 2647  
O.C. 5170-75, (1975) 107 O.G.II, 5999  
O.C. 2341-78, (1979) 111 G.O., 389 and (1980) 112 G.O.II, 1303



c. C-78, r.1

## Regulation respecting the application of the Forestry Credit Act

Forestry Credit Act

(R.S.Q., c. C-78, ss. 31 and 43)

### DIVISION I INTERPRETATION

**1. Definitions :** In this Regulation, unless the context indicates otherwise :

(a) “Act” : means the Forestry Credit Act (R.S.Q., c. C-78) ;

(b) “engaged in wood processing” and so engaged “on a small scale industrial basis” (paragraph *k* of section 1 of the Act) : means the fact that a physical person engages, either personally or through a corporation, cooperative association or partnership over which he has control or in which he has a majority interest, in the processing, during a single year, of not more than 500 units of 100 cubic feet of lumber or of not more than 250 000 board feet measure of partly converted wood in a plant operated by such person or by such corporation, cooperative association or partnership ;

(c) “management” (section 2 of the Act) : means reforestation and other silvicultural operations ; this word also means the construction of forest roads or access roads to the borrower’s forest ;

(d) “purchase of forest seeds and plants” (subparagraph 1 of the first paragraph of section 14 of the Act) : means the purchase of indigenous forest seeds and plants to be used to establish a forest or a planting intended for the production of Christmas trees ;

(e) “forest machinery, equipment or implements” (subparagraph 2 of the first paragraph of section 14 of the Act) : means tools, implements, appliances and machines of a kind not usually attached to real estate of immovable property and which are to be used chiefly in the forest of which the borrower is owner, or on public lands in respect of which the borrower is the permit holder or the manager, and vehicles used for the development of the said forest or land, including skidders of all kinds but excluding automobiles and trucks. Without restricting the generality of the foregoing, these expressions include among other things tractors on steel tracks not exceeding 65 horse-power, trailers, wheeled tractors or tractors with

rubber tracks of any horse-power, hauling winches, self propelled loaders, planters, plows, harrows and scarifiers of all kinds, motors, circular saws, chain saws, mulching-machines, chippers, portable barkers, Christmas tree packers, spreaders, sprayers and mowers ;

(f) “sugary material or equipment” (subparagraph 3 of the first paragraph of section 14 of the Act) : means the evaporator, buckets, spouts, tanks, portable borers, bucket washers, tubing, tubing washers, vacuum pumps with or without transfer pump, dumping units or any other equipment or equipment for the operation of a sugar bush ;

(g) “improvements to the borrower’s forest” (subparagraph 4 of the first paragraph of section 14 of the Act) : means the surface drainage, the scarifying or other soil-preparation, the seeding or planting operations, the purchase and application of pesticides and fertilizers and the construction or improvement of roads, bridges and culverts in the borrower’s forest ;

(h) “protection of the forest against deteriorative agents” (subparagraph 5 of the first paragraph of section 14 of the Act) : means the purchase of equipment for fighting forest fires and controlling insects and diseases, the water management, the making of fences, the construction of firebreaks and the spraying ;

(i) “purchase, construction or improvement of buildings” (subparagraph 6 of the first paragraph of section 14 of the Act) : means the purchase, construction or improvement of forest camps including kitchen, dining hall and office, garage, shed and sugar-house ;

(j) “Bureau” : the Office du crédit agricole du Québec ;

(k) “chartered bank” : a bank incorporated under an Act of the Parliament of Canada to which the Bank Act (S.C., 1980-81, c. 40) applies.

All other words and expressions already defined in section 1 of the Act, when used in this Regulation, have the same meanings and designate the same things as in the said section.

## **DIVISION II GENERAL BASIS FOR APPRAISING FORESTS AND MOVABLES OFFERED AS SECURITY**

**2.** The general basis for appraising forests for the purposes of section 2 of the Act shall depend on the marketing data for the region concerned on the date of appraisal and on the volume and value of the standing timber in the forest offered as security and of the buildings therein. The correlation between the volume and value of standing timber and the value of the said buildings and that resulting from a comparative study of the said marketing data shall be used by the Bureau to establish the value of the forest offered as security.

If the loan is to be used for the construction of forest roads or access roads to the forest, for reforestation or any other improvement of a permanent nature designed to increase the value of this forest, the added value there by acquired shall be included in the valuation.

**3.** The general basis for appraising movables offered as security for a loan contemplated in section 3 of the Act shall depend on the marketing data for the region concerned.

## **DIVISION III RATE OF INTEREST**

**4.** The annual rate of interest of a loan described in sections 2 and 3 of the Act and granted following an application received at the Bureau beginning 1 December 1980 is equal, at the time the loan is made, to the base rate plus  $\frac{1}{2}\%$  per annum and shall be adjusted, while it is outstanding, at the times and in the manner prescribed by section 5.

For the purposes of this Division, the "prime rate" means: the rate also called "preferential rate" that is in force and applied on the day preceding the first day of each six-month period by the majority of the chartered banks doing business in Québec.

Where the majority described in the second paragraph does not exist, the expression "prime rate" means, for the purposes of this Division, a rate equal to the simple arithmetical average of the prime rates then in force and applied by all the chartered banks doing business in Québec, rounded to the nearest  $\frac{1}{4}\%$ , or, if the result is equidistant between 2 multiples of  $\frac{1}{4}\%$ , to the lesser of those multiples.

For the purposes of this section, a chartered bank is considered to be doing business in Québec when it has one or more branches in Québec.

**5.** Each time that, on the first day of a six-month period, while the loan is outstanding, the prime rate, as defined in section 4, is different from that which was considered to be the prime rate during the preceding six-month period, the annual rate of interest payable on the balance of the loan is automatically adjusted, beginning from the first day, to the prime rate then existing plus  $\frac{1}{2}\%$ .

**6.** For the purposes of sections 4, 5, 13, 17, 18 and 19, the expression "six-month period" means a period of 6 months beginning 1 March or 1 September.

**7.** The rate of interest on loans granted under section 3 of the Act following an application received at the Bureau before 1 December 1980 is 8% per annum.

## **DIVISION IV REDUCTION IN THE INTEREST RATE**

**8.** Subject to sections 9 to 16, and provided that the borrower continues to meet the conditions required to benefit from Subdivision 1 of Division II of the Act, the Bureau shall reduce, to apply section 6 of the Act, in the case of a loan described in section 4, the rate of interest of that loan by 5% on the whole or part of the loan, which, established in the manner prescribed in section 10, does not exceed 40 000 \$ in the case of a natural person or 500 000 \$ in the case of an artificial person, then on the balance.

The reduction in the interest rate provided in the first paragraph does not apply to interest incurred on any overdue payment of principal or interest.

No person may, under the first paragraph, obtain a reduction in the interest rate provided therein, in respect of the whole or part of a loan of which the amount would bring to over 40 000 \$ or 500 000 \$, whichever applies, the total amount of which that reduction in the interest rate applies or did apply.

**9.** For the purposes of this Division, a loan described in section 2 of the Act and a loan described in section 3 of the Act granted at the same time to one borrower are considered to be a single loan, but the part of a loan described in the first paragraph of section 8 shall be computed first on the loan granted under section 2.

**10.** To establish, at the date on which a loan is contracted, the whole or part of the loan to which the reduction in interest rate described in section 8 applies, the Bureau shall take into account, as if they formed part of that loan, the amounts described below in full or in any part, in respect of which the first paragraph of that section applies

or did apply, of a loan previously obtained under section 2 or 3 of the Act as a result of an application received at the Bureau after 30 November 1980 :

(a) the initial amount of any loan already obtained by the borrower ;

(b) his share of the initial amount of any loan that he had already obtained jointly with any other person, by inheritance or otherwise ;

(c) the balance that was due, on the date on which the borrower assumed payment of any loan of which the payment was assumed by him ; and

(d) the borrower's relative share of the balance that was due on the date on which he assumed the payment jointly with any other person, by inheritance or otherwise, of any loan of which the payment has been so assumed.

**11.** Where a person, with the authorization of the Bureau, assumes solely or jointly with another person the payment of the balance of a loan described in section 4, sections 8 and 10 apply, *mutatis mutandis*, in determining the part of that balance to which the reduction of the interest rate prescribed in section 8 applies.

**12.** The duration of the reduction of the interest rate prescribed by section 8 may not exceed the least of the following 3 periods : 15 years counting from the date of the deed of loan, the duration of the loan established in that deed, and the effective duration of the repayment of the loan.

**13.** Where, on the date on which the Bureau sends the notice of payment of a six-month payment in respect of a loan described in section 4, there are arrears of principal or interest or costs and accessories on that loan, the Bureau will delay the reduction of the rate of interest described in section 8 for the six-month period during which that notice is sent.

Where, under the first paragraph, the reduction of the rate of interest is not granted in respect of a loan and, after the sending of the notice mentioned in that paragraph, the debtor pays all arrears of principal and interest and the costs and accessories on that loan, and fulfils all the conditions required to benefit from Subdivision 1 of Division II of the Act, the Bureau shall pay, in the month following that in which the payment is made, an amount equivalent to the reduction of the rate of interest from which that debtor would have benefited if it had been granted to him, or shall agree that the payment be reduced by that amount where the amount it receives from the debtor is enough to pay :

(a) all the arrears in principal or interest and the costs and accessories on that loan ; and

(b) the six-month payment in principal and interest described in the first paragraph, less an amount equivalent to that reduction in the rate of interest.

**14.** To benefit from the reduction in the rate of interest prescribed by section 8, the borrower must agree in the deed of loan to submit to the Bureau, during the term of the loan established in the deed of loan, without exceeding 15 years, not later than 30 April of each year, except that in which the deed of loan is signed, if it is signed during the quarter beginning 1 January, a solemn declaration to the effect that he has, for the period of one year ending 31 March of that year, complied with the prescriptions of the management plan described in section 45 of the Act.

**15.** Subject to section 16, the reduction in the rate of interest prescribed in section 8 is granted to a borrower in respect of the whole or part of any loan that is eligible and was obtained by him individually or jointly with any other person, or for which he assumed payment individually or jointly with any other person, by inheritance or otherwise, on the following conditions :

(a) the borrower must not, to the knowledge of the Bureau, have failed to comply with the provisions, in accordance with the timetable fixed therein, of the management plan to which the forest is subject in respect of which each loan was obtained ; and

(b) the borrower must have submitted for each loan the solemn declaration prescribed in section 14.

Where a borrower does not meet the conditions prescribed in the first paragraph, the Bureau will not grant, in respect of any loan described in that paragraph, the reduction in the rate of interest provided in section 8 for the 2 six-month payments after the year referred to in the solemn declaration described in section 14 or, where it applies, after the date on which the Bureau has noted the failure of the borrower to comply with the provisions in the plan described in subparagraph *a* of that paragraph, and, where it applies, for any other six-month payment falling due while, to the knowledge of the Bureau, such failure still exists.

**16.** A borrower who obtains the reduction in the rate of interest prescribed in section 8 as a result of false declarations or false pretences, or who uses the proceeds or part of the proceeds of the loan for purposes other than those for which it was obtained, forfeits *pleno jure*, from the date on which he made such declarations or such pretences, or made such use of the proceeds or part of the proceeds of a loan, and, for the remainder of the term of the loan, of the

right to that reduction, and shall pay to the Bureau the amounts equivalent to that reduction in the rate of interest from which he benefited during that period.

Where, under the first paragraph, a borrower forfeits the right to the reduction in the rate of interest prescribed in section 8 in respect of a loan described in section 2 or 3 of the Act, he then forfeits *pleno jure*, from the date fixed in the first paragraph, the right to such reduction in respect of any other loan obtained individually or jointly with any other person, or of which he assumed the payment individually or jointly with any other person, by inheritance or otherwise, for the remainder of the term of the loan.

#### **DIVISION V METHODS OF REIMBURSEMENT AND BASE FOR AMORTIZATION**

**17.** The payment of the interest on a loan described in section 2 of the Act, which may include only the current interest on any part of the loan actually disbursed, is payable on the first day of the six-month period immediately following that during which the deed of loan was signed and is then payable on the due date for each payment of principal in addition to the principal.

The reimbursement of the principal of such loan must be made in not more than 119 semi-annual, consecutive payments, each increased by 3%, payable on 1 March and 1 September of each year, the first payment becoming payable 6 months after the date on which the first payment of interest described in the first paragraph is payable, and of which the last payment, including any balance due on the loan, is payable within a time limit not exceeding that prescribed in the first paragraph of section 5 of the Act.

**18.** The payment of the interest on a loan described in section 3 of the Act, which may include only current interest on any part of the loan actually disbursed, is payable on the first day of the six-month period immediately following that on which the deed of loan was signed and is then payable on the due date of each payment of principal and in addition to the principal.

The reimbursement of the principal of such loan must be made in not more than 29 semi-annual, consecutive payments, each increased by 3%, payable 1 March and 1 September of each year, of which the first becomes payable 6 months after the date on which the first payment of interest described in the first paragraph is payable, and of which the last payment, including any balance due on the loan, is payable within a time limit not exceeding that prescribed in the second paragraph of section 5 of the Act.

**19.** Subject to the fourth paragraph, the amortization of the principal of a loan used to establish all the payments required to repay the loan in full is based on the amount of the first payment computed in the manner prescribed in the second paragraph and on a factor of increase of 3%, which is used to compute the amount of all the subsequent payments, so that the total number of payments of principal is equal to the number of six-month periods included in the duration of the repayment of the loan.

For the purpose of the first paragraph, the amount of the first payment is obtained by multiplying the amount of the loan by the factor of increase mentioned above and by dividing the product of that multiplication by a number equal to 1,03 raised to the power corresponding to the number of six-month periods referred to in that paragraph and then reduced by 1.

For the purposes of this section, the expression "the duration of the repayment of the loan" means : the period of time beginning on the first day of the six-month period subsequent to that during which the loan was contracted, and ending on the date of expiry of the term of the loan.

To make it possible to apply the factor of increase prescribed in the first paragraph, the amount of the first payment, computed in accordance with the method prescribed in the second paragraph, may be adjusted so that by rounding the subsequent payments to the nearest hundredth, no balance will remain after the last payment.

**20.** Any loan granted under section 2 of the Act as a result of an application received at the Bureau before 1 December 1980 is repayable in not more than 119 equal and consecutive semi-annual payments including interest, the first payment being payable on the anniversary of the deed of loan. Only interest incurred on that part of the loan actually disbursed is payable at the expiry of a time limit of 6 months from the date of that deed.

**21.** Any loan granted under section 3 of the Act as a result of an application received at the Bureau before 1 December 1980 is repayable in not more than 29 equal, consecutive, semi-annual payments, including interest, the first payment being payable on the anniversary of the deed of loan. Only the interest incurred on that part of the loan actually disbursed is payable on the expiry of a time limit of 6 months from the date of that deed.

**22.** To determine the base for amortization according to which a loan described in section 20 or 21 is repaid, the Bureau establishes the relation between the amount loaned, the term for repayment and the rate of interest, thus making it possible to establish the amount of the equal, consecutive, semi-annual payments required to repay the whole of the amount loaned, including the sim-



ple interest computed semi-annually ; the payments are equal and include a share of the interest decreasing proportionately to the increase of the part related to reduction of the principal.

## **DIVISION VI LIFE INSURANCE**

**23.** Any natural person at least 18 and less than 45 years of age who obtains a hypothecary loan under section 2 of the Act whose amount is 75% or more than the value, as established by the Bureau, of the forest offered as security, or under section 3 of the Act, a loan secured by pledge of forest property must, if the Bureau so requires, transfer the benefits of a life insurance policy on his life to the lender or participate in the group life insurance scheme for which are eligible persons who have obtained a loan under the Farm Credit Act (R.S.Q., c. C-75), the Act to promote long term farm credit by private institutions (R.S.Q., c. C-75.1) or under Subdivision 1 of Division II of the Act for an amount equal to the first 50 000 \$ of the loan calculated in the manner prescribed in the fourth paragraph of section 24 for the duration of the loan, without however exceeding the date preceding that of the seventieth birthday of the person in order to secure, in the event of the said person's death, payment of the said amount or an amount equal to the actual balance owing on the principal of the loan, whichever is the lesser of the 2 amounts.

If a loan contemplated in the first paragraph is obtained by a corporation, partnership or a cooperative association in the capacity of association, permit holder or manager, the person at least 18 and less than 45 years of age that the Bureau designates who is a shareholder, partner or member, as the case may be, of the said corporation, partnership or cooperative association must transfer to the lender the benefits of a life insurance policy on his life or participate in the scheme contemplated in the first paragraph, for an amount equal to the first 50 000 \$ of the loan, calculated in the manner prescribed in the fourth paragraph of section 24, and for the duration of the loan without however exceeding the date preceding that of the seventieth birthday of the said person in order to secure, in the event of his death, payment of the said amount or an amount equivalent to the actual balance owing on the principal of the loan, whichever is the lesser of the 2 amounts.

When a loan is obtained, as well as for its duration, the amount of compulsory life insurance contemplated in the first and the second paragraphs shall apply first to the loan secured by pledge of forest property and then to the hypothecary loan. In the case of a hypothecary loan contemplated in the first paragraph obtained by a borrower at

the same time as a loan secured by pledge of forest property for which the amount, calculated in the manner prescribed in the fourth paragraph of section 24, is less than 50 000 \$, the part of the amount of insurance required that exceeds the amount of the loan secured by pledge of forest property must be applied to the first 50 000 \$ of the hypothecary loan.

Every hypothecary loan whose amount is less than 75% of the value as established by the Bureau of the forest offered as security is not subject to this section.

**24.** If the Bureau so prescribed in the conditions of the loan granted under section 2 or 3 of the Act to a natural person at least 18 and less than 45 years of age, the latter must, in regard to the said loan or, as the case may be, the part of the loan to which section 23 does not apply, transfer to the lender, in addition to the amount required in the said section, where applicable, the benefits of a life insurance policy on his life or participate in a group life insurance scheme contemplated in section 23 for an amount equal to that of the loan or, as the case may be, the part of the loan not subject to the said section or for a lesser amount which, in each case, shall be determined by the Bureau and must be maintained for the duration prescribed by the latter, without however exceeding the duration of the loan nor the date preceding that of the seventieth birthday of the person in order to guarantee payment in the event of that person's death.

Every natural person at least 45 and less than 70 years of age who obtains a loan under section 2 or 3 of the Act must, if the Bureau so prescribes in the conditions of the loan, transfer to the lender the benefits of his life insurance policy or participate in the scheme contemplated in section 23 for an amount determined by the Bureau and for the duration prescribed by the latter, without however exceeding the duration of the loan nor exceeding the date preceding that of the seventieth birthday of the person in order to guarantee payment of the loan in the case of that person's death.

If a loan is obtained by a corporation, partnership or cooperative association in the quality of association, a permit holder or manager, the first and second paragraphs, as prescribed by the Bureau in the loan conditions, shall apply *mutatis mutandis* to all or part of the loan to which the section 23 do not applies. In that case, the Bureau shall designate the person who must maintain a life insurance policy in accordance with the first or second paragraphs and shall determine the amount of the insurance for each person if insurance is required for several persons.

For the purposes of establishing the first 50 000 \$ of the loan contemplated in section 23, the Bureau shall calculate, based on the data it holds, as if it were part of the

loan, the total amount of the actual balance or the part of the actual balance on the principal of the loans granted as of the date of 1 August 1978, under the Act, the Farm Credit Act and the Act to promote long term farm credit by private institutions and for which payment is secured in the event of death of the person under the said scheme in accordance with section 23 of this Regulation, of section 13 of the Regulation respecting the application of the Farm Credit Act (c. C-75, r.1) or section 29 of the Regulation respecting the Act to promote long term farm credit by private institutions (c. C-75.1, r.2).

## DIVISION VII

### LOANS MADE BY A BANK OR CREDIT UNION

**25. Production of documents :** The lender shall require from a person applying for a loan or from a borrower any document which will allow him to satisfy himself that the said person or borrower fulfils or continues to fulfil the provisions of the Act and the Regulation and, without restricting the generality of the foregoing, if the applicant or the borrower is an association, require the production of the following documents for purposes of verification :

**(a) in the case of a corporation :**

- i. letters patent and supplementary letters patent, as the case may be ;
- ii. a copy of the register of shareholders certified by the secretary of the corporation ;
- iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year ; or, in the case of a new corporation, a *pro forma* balance sheet and also an operations estimate ;
- iv. a certificate of compliances of the corporation recently issued by the Ministère des Institutions financières et Coopératives ;

**(b) in the case of a partnership :**

- i. contract of formation of the partnership and any subsequent agreement, where applicable ;
- ii. list of members showing the financial participation of each ;
- iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year ; or, in the case of a new partnership, a *pro forma* balance sheet and an operations estimate ;

**(c) in the case of a cooperative association :**

- i. list of members and of the number of common shares held by each, certified by the secretary of the association ;

- ii. a certified copy of the association's approval notice provided for in section 8 of the Cooperative Associations Act (R.S.Q., c.A-24), and a proof that such notice has been duly published in the *Gazette officielle du Québec* ;

- iii. financial statements, namely a balance sheet and statement of profit and loss for the last financial year ; or, in the case of a newly formed cooperative association, a *pro forma* balance sheet and an operations estimate.

**26. Official forms :** The form mentioned in this Regulation constitute appendices hereto and are identified by the letters CF followed by a number or followed by a number and a letter. These forms are official and their use is obligatory in the application of the Act.

**27. Application for a loan :**

(1) A physical person who applies for a loan referred to in section 13 of the Act must do so using Form CF-1 ; Form CF-1A must be used in the case of a moral person.

(2) The application for a loan referred to in subsection 1 must be submitted to the lender before any expenses connected with the purposes mentioned in section 14 of the Act are incurred.

(3) For the purposes of section 17 of the Act, the application for a loan contemplated in subsection 1 must be accompanied by a declaration made on Form CF-2 or CF-2A, as the case may be.

(4) Subject to subsection 2, every application for a loan must be scrutinized and checked by the lender and, if the loan is granted, the lender shall certify that, to the best of his knowledge, the conditions and purposes of the loan are such as to justify the guarantee of the Government in favour of the lender and the repayment of interest contemplated in section 16 of the Act ; he must make particularly sure that the person who applies for a loan satisfies the requirements of the Act.

When an application for a loan is submitted for the first time by a moral person, such application and all documents which must accompany it in conformity with section 25 must be sent by the lender to the Bureau for examination and verification. The Bureau must make sure that such person who applies for a loan is eligible for one and it must notify the lender of his eligibility before the latter can grant the loan. Any subsequent application for a loan by the same person shall be examined and verified by the lender, who must ensure that the said person satisfies the requirements of the Act.

**28. Vouchers :** The borrower must furnish the lender with receipts, invoices or cashed cheques or other vouch-

ers attesting to the complete payment of the expenses incurred by the borrower for the purchase of property and the furnishing of services connected with the purposes provided for in section 14 of the Act.

**29. Note or acknowledgement of debt :** For the purposes of section 18 of the Act, the note must be in conformity with Form CF-3 or CF-3A, as the case may be, and the acknowledgement of debt must be in conformity with Form CF-4 or CF-4A, as the case may be.

**30. Loan guarantees** (second paragraph of section 20 of the Act) : When a loan granted by a bank or credit union for one of the purposes provided for in subparagraphs 1, 4, 5 and 6 of the first paragraph of section 14 of the Act exceeds 3 000 \$, the borrower must, for the amount exceeding 3 000 \$, provide movable or immovable securities or security in the form of a suretyship by a third party. Even if such loan does not exceed 3 000 \$, the lender is still entitled to require security.

In determining the said amount of 3 000 \$, any outstanding balance of a former loan or of a portion of a former loan contracted for one or more of the purposes contemplated in the first paragraph shall be considered as included in the new loan and shall be taken into account.

**31. Rate of interest :** The rate of interest payable to a bank or a credit union on a loan may not exceed, at the time such loan is contracted, nor, if the parties so agree, at any time thereafter during the term of the loan, the prime rate plus 1% per annum.

For the purposes of this section, "prime rate" means the prime rate, also called the "preferred rate", applied by the majority of chartered banks doing business in Québec. If the prime rate at the head office of one of them differs from the prime rate as defined in this paragraph, the said bank's prime rate is the one which shall apply to that bank.

Within the 15 days following any change in the prime rate as defined in the second paragraph, the Bureau shall notify each bank thereof at its head office or principal place of business in Québec and it shall also notify each Federation of credit unions. Such notification shall state the change in the prime rate and the date of its coming into effect.

In the case of a loan accompanied by insurance on the borrower's life, the lender may, notwithstanding the first paragraph, charge additional interest not exceeding 1% per annum on the unpaid principal of such loan, provided that the lender pays the premium of the said insurance.

No fees, service or administration charges, commission or remuneration of any kind other than simple interest shall be payable to the lender for a loan as long as the bor-

rower is not in default. Any procedure intended to indirectly increase the interest rate is prohibited. The lender who thereby violates this section shall suffer the loss of the Government guarantee in respect of the loan.

**32.** Subject to sections 33 to 37, in respect of a loan described in section 13 of the Act and obtained beginning 1 August 1981, the Bureau shall contribute, to apply the second paragraph of section 16 of the Act and in accordance with section 26 of the Act, to the payment of the interest on that loan, an amount equivalent to the interest at 5% on the whole or the part of that loan which, established in the manner prescribed in section 33, does not exceed 25 000 \$ in the case of a natural person or 100 000 \$ in the case of an association or in the case of a permit holder or a manager who is an artificial person, then on the balance.

The contribution to the payment of the interest described in the first paragraph does not apply in respect of the interest on any overdue payment of principal or interest.

No person may obtain under the first paragraph the contribution to the payment of interest prescribed therein, in respect of the whole or part of a loan of which the amount would bring to more than 25 000 \$ or, where it applies, 100 000 \$, the total amount to which that contribution applies or did apply.

**33.** To establish, at the date on which a loan is contracted, the whole or the part of the loan to which the contribution to the payment of the interest prescribed in section 32 applies, the Bureau shall take into account, as if they formed part of that loan, the following amounts of the whole or of any part, in respect of which the first paragraph of this section applies or did apply, of a loan obtained previously under section 13 of the Act and obtained after 31 July 1981 :

- (a) the initial amount of any loan already obtained by the borrower ;
- (b) his relative share of the initial amount of any loan that he had obtained jointly with any other person, by inheritance or otherwise ;
- (c) the balance due, at the date on which the borrower had assumed payment, of any loan of which the payment was assumed by him ; and
- (d) the borrower's relative share of the balance due at the date on which he had assumed the payment jointly with any other person, by inheritance or otherwise, of any loan of which the payment has been so assumed.

**34.** Where a person assumes solely or jointly with any other person the payment of the balance of a loan described in section 13 of the Act and contracted after 31 July 1981, sections 32 and 33 apply, *mutatis mutandis*, to determine the part of the balance then due on that loan to which the contribution to the payment of the interest prescribed by section 32 applies.

**35.** The duration of the contribution to the payment of the interest prescribed by section 32 may not exceed the lesser of the following 2 periods : the duration of the loan established in the deed of loan or the actual duration of repayment of the loan.

**36.** Except in the case where, under section 47, a management plan is not required, the borrower shall, to benefit from the contribution to the payment of the interest prescribed by section 32, agree in writing when he applies for a loan, to submit to the Bureau during the term of the loan, not later than 30 April of each year, except the year during which the deed of loan is signed if it is signed during the quarter beginning 1 January, a solemn declaration to the effect that he has complied with the prescriptions of the management plan described in section 45 of the Act, for the period of one year ending 31 March of such year.

**37.** Subject to section 26 of the Act, the contribution to the payment of the interest prescribed by section 32 is granted to a borrower in respect of the whole or part of any loan that is eligible therefor and that was obtained by him individually or jointly with any other person or for which he has assumed the payment individually or jointly with any other person, by inheritance or otherwise, provided that the borrower has submitted for each loan the solemn declaration prescribed by section 36.

Where a borrower does not meet the condition prescribed by the first paragraph, the Bureau will not grant, in respect of any loan described in that paragraph, the contribution to the payment of the interest prescribed by section 32 for the last 6 months of the year described in that declaration that he should have submitted, and for the subsequent 6 months.

**38. Forwarding of application and reports :**

(1) The lender must forward to the Bureau a copy of each loan application form, including an application for repayment of interest (Form CF-1 or CF-1A), at the latest during the second month following that in which final disbursement of the loan was made. If the lender fails to do this, he loses the Government guarantee referred to in section 29 of the Act, with respect to this loan, unless he proves to the Bureau that, for serious reasons, he was unable to produce such application.

(2) The Bureau sends to each lender twice a year a statement of each loan granted by such lender showing, among other things, the portion of interest that may be repaid to the borrower. This statement shall be verified, completed, corrected if necessary, dated and signed by the lender and returned to the Bureau within 30 days of its reception.

(3) When a loan has been repaid in full, the lender must immediately inform the Bureau thereof on Form CF-7.

**39. Accessory conditions of a loan :** Unless the amount of the loan granted for the purposes referred to in subparagraphs 1, 4, 5 and 6 of the first paragraph of section 14 of the Act is 3 000 \$ or less, calculated in conformity with section 30 of the Regulation, the borrower must insure and keep insured against fire, wind and lightning, to the benefit of the lender, for the duration of the loan, the movables constituting the movable security referred to in section 30 of the Regulation and in section 20 of the Act and the buildings constituting the immovable security referred to in section 30 of the Regulation if such buildings are insurable. Subject to a deduction of 3 000 \$, as regards the loan or totality of loans obtained by a borrower for the purposes referred in the said subparagraphs of the first paragraph of section 14 of the Act, the movables must be insured for an amount equal to the balance owing on this or these loans or for the full insurable value of the said property, and the buildings must be insured for an amount determined by the lender taking into consideration the value of the immovable security represented by the land on which they are situated, and compensation for loss must be stipulated payable to the lender in case of disaster, according to the ranking the lender agrees to for adequate protection of his security.

**40. Reports to the Bureau :** When a lender discovers that a loan has been contracted following a false declaration made knowingly by a borrower or another person, or that a borrower has used all or part of proceeds of a loan for purposes other than those for which it was obtained, has ceased to meet the conditions required to benefit from Subdivision 2 of Division II of the Act or has alienated the property constituting the guarantee, the lender must, in addition to the other obligations provided for in the Act and the Regulation, immediately report the fact to the Bureau.

**41. Revision of loan terms :**

(1) When a borrower declares that he cannot meet his obligations at maturity, the lender may extend the time limit in order to facilitate repayment of the contracted

loan. In such case, the time limit granted shall not prolong the term of the loan beyond the term fixed by section 19 of the Act, the loan must always be repayable in equal and consecutive instalments which may be, according to the agreement concluded between the borrower and the lender, monthly, quarterly, semi-annual or annual, and the lender must inform the Bureau of the said extension by ordinary mail transmitted no later than one month therefrom.

(2) If, upon the expiry of the term prescribed in section 19 of the Act, a borrower has not entirely discharged his obligations and the lender grants him an extension for repayment of the balance of the loan, the borrower is no longer entitled to the repayment of interest, but the lender will continue to benefit by the guarantee and must inform the Bureau of the said extension by ordinary mail transmitted no later than one month from the date on which he granted it to the borrower.

**42. Procedure in case of default :** Unless the lender grants the borrower an extension of time to repay the balance of a loan in conformity with section 41, the lender must, if the borrower is in default with respect to an instalment and the balance of the loan becomes payable, take the necessary steps :

- (a) to ensure recovery of the loan ;
- (b) or obtain any additional security ;
- (c) or realize his security ; or
- (d) come to an arrangement with or make a concession to a third party ;

the whole without prejudice to the lender's entitlement to the guarantee provided for in section 29 of the Act.

**43. Conditions of claims :** A claim for loss suffered by a lender pursuant to a loan guaranteed under the Act may be submitted to the Bureau provided that :

- (a) the lender has realized his security, unless he and the Bureau find that such realization could not be profitable ; and
- (b) the lender has used all other legal means of recovery.

**44. Claim form :** Any claim submitted by a lender under section 43 must be sent or delivered to the Bureau on Form CF-5.

**45. Itemized claim :** The claim of the lender for the loss sustained must include :

- (a) the unpaid balance of the loan ;

(b) the interest accrued but unpaid up to the date when the payment of the claim is approved ;

(c) any unpaid taxed or taxable costs and any disbursements for or incidental to legal or other proceedings in connection with the loan ; and

(d) the legal fees, costs and disbursements, taxable or not, that the lender has actually incurred and for which he has not been reimbursed, whether there has been litigation or not, in recovering or endeavouring to recover unpaid loan or in protecting the rights of the Government, but only to the extent of the amount allowed by the established tariffs.

#### **46. Approval and payment of a claim :**

(1) Within 60 days after receipt of a claim, the Bureau shall approve payment thereof, provided that the loan and the claim were made in conformity with the Act and regulation, and payment shall be made without delay.

(2) At the time of payment of a loss resulting from a loan guaranteed by the Act, the lender shall issue a receipt in accordance with Form CF-6 and send it to the Bureau with the note or acknowledgement of debt signed by the borrower, the said note being endorsed by the lender to the Government, without recourse, and the said acknowledgement of debt being delivered to the Government. The lender must, in that case, transfer to the Government, at the expense of the latter, any security held for the loan.

**47. Case where a management plan is not required :** If the amount of a loan referred to in section 13 of the Act does not exceed 8 000 \$, it is not necessary that the forest with respect to which the loan has been granted or which is used to guarantee it be submitted to a management plan.

To determine the amount of 8 000 \$ mentioned in the first paragraph, the balance owing on the principal of any loan previously granted to a borrower for the purposes of section 14 of the Act by a bank or credit union shall be considered to be included in any new loan and must be taken into account.

(ss. 27 and 38)

## APPLICATION FOR A LOAN

**APPLICATION FOR A LOAN  
UNDER THE FORESTRY CREDIT ACT (R.S.Q., c. C-78, r.1)  
AND THE REGULATION RESPECTING THE APPLICATION OF THE  
FORESTRY CREDIT ACT (R.R.Q.,c. C-78, r.1)  
TO A BANK OR CREDIT UNION**

This is the form which is to be completed and signed if the borrower is a physical person (individual)

Account number: . . . . .

**File number:**

Application  
number:

(1)

(3)

— Reserved

Geo. code      OCAQ    Princ. occ.      Manag.

Total area      wooded area      Gross revenue

**(4) PURPOSES OF LOAN (section 14 of the Act and subparagraphs d to i of the first paragraph of section 1 of the Regulation) :**

Note : State in the first column the exact purposes of the loan mentioned in section 14 of the Act or defined in subparagraphs d) to i) of the first paragraph of section 1 of the Regulation and, in the second column, the amount of loan requested for each purpose.

Purposes (specify)	Amount		Reserved
	\$		
TOTAL:	\$		

- 2 -

<p>(5) DOCUMENT IN EVIDENCE OF EACH LOAN (section 18 of the Act) :</p> <p>Note <input type="checkbox"/></p> <p>Acknowledgement of debt <input type="checkbox"/></p> <p>Deed of loan <input type="checkbox"/></p>	<p>(6) KIND OF SECURITY (section 20 of the Act and 30 of the Regulation)</p> <p>Assignment <input type="checkbox"/></p> <p>Pledge <input type="checkbox"/></p> <p>Other movable security <input type="checkbox"/></p> <p>Mortgage <input type="checkbox"/></p> <p>Surety by third party <input type="checkbox"/></p>
--	--

(7) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)


(8) DETAILS OF THE OPERATED FOREST AND THE TITLES OF THE BORROWER: (check ✓ in the appropriate column:  
O for owner, PH for permit holder, M for manager)

A)	O	PH	M	Lot numbers	Range	Municipality Township Seigneurie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Area (hectares)	
										total	wooded

B) If the borrower is indebted to the Office du Crédit agricole du Québec under the Forestry Credit Act, give his file number :

.....

C) If the borrower is indebted to the said Bureau under the Farm Credit Act, give his file number: .....

D) Amount of insurance against fire, wind and lightning: on buildings: .....\$;  
on machinery: .....\$.

(9) List of previous forestry loans (including current loan applications) granted by a bank or credit union and obtained by the borrower or inherited by the latter:

Date of disbursement	Name of lender	Loan granted	Balance still to be repaid
			\$ .....
			\$ .....
			\$ .....
			\$ .....
			\$ .....
			\$ .....
			\$ .....
			\$ .....
			\$ .....

(10) If the borrower has ever been refused a forestry loan, state by whom and, if possible, why: .....

(11) The borrower is single ☐ widowed ☐ separated ☐ divorced ☐ or married to .....  
..... and they are common as to property ☐ separate as to property ☐ or under the regime of partnership of acquests ☐  
Number of dependants: .....

(12) If, besides operating the forest described in section 8(A) the borrower has other employment, state the name of the employer: ....., the name and nature of such employment: .....  
..... and the gross annual income he earns from it: ..... \$

- 3 -

(13) Inventory of movable property of all kinds belonging to the borrower:

Description	Present value
<b>FOREST MACHINERY AND EQUIPMENT:</b>	
Saw	.....\$
Skidder	.....
Tractor	.....
Loader	.....
Sprayer	.....
Truck	.....
Other forest equipment	.....
Sugaring equipment	.....
<b>OTHER MOVABLE PROPERTY:</b>	
Farm machinery and equipment	.....
Livestock	.....
Crops and cut timber for sale	.....
Other equipment (specify)	.....
	.....
	.....
Total:	.....\$

(15) Borrower's net worth:

<b>LIST OF ASSETS:</b>	
Immovable described in section 8(A) owned by the applicant, including buildings	.....\$
Movables listed in section 13	.....
Shares, bonds, and other securities	.....
Money in bank or on hand	.....
Other property including any other immovables not mentioned in section 8(A) (specify)	.....
	.....
	.....
Total assets:	.....
Less total debts listed in section 14	.....
Net worth:	.....\$

(14) BORROWER'S DEBTS:

A) Mortgages, annuities or liens, taxes and other charges encumbering the borrower's immovables:

Name of creditor	Amount
.....	.....\$
.....	.....
.....	.....
Total:	.....\$

B) Debts other than those on immovables:

Classes of debts	Amount
Banks and credit unions (on forest machinery and equipment)	.....\$
Pledge to the Bureau (on forest machinery and equipment)	.....
Finance companies (on forest machinery and equipment)	.....
Banks and credit unions (on farm equipment)	.....
Banks and credit unions (on livestock)	.....
Banks and credit unions (personal loans)	.....
Finance companies (personal loans)	.....
Miscellaneous debts	.....
Total:	.....\$
Total (A + B):	.....\$

(16) Revenue for 19.....

<b>REVENUE FROM ALL SOURCES:</b>	
Sale of forest products	.....\$
Sale of farm products	.....
Wages or commissions	.....
Professional fees	.....
Income from investments	.....
Other income (specify)	.....
	.....
	.....
Total:	.....\$

(17) If, in section 1, the borrower declared himself to be a permit holder, give the following information:

Number of each lot described on permit	Permit number, if applicable	Date of issue	Total duration of permit	Date of expiry	Number of months left till expiry
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....



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## (18) DECLARATION AND UNDERTAKING BY THE BORROWER:

I hereby request a loan under the Forestry Credit Act (R.S.Q., c. C-78) and declare that I am a borrower within the meaning of the said Act, namely that I am a forest owner, a permit holder or a manager, and that I am not engaged in wood processing except within the limits set in subparagraph b of the first paragraph of section 1 of the Regulation respecting the application of the Forest Credit Act (R.R.Q., c. C-78, r.1). I also declare that I have no debts other than those mentioned in my application for a loan and that the forest machinery and equipment or other property pledge or to be pledged as security to the lender are not encumbered by any previous lien, assignment or hypothec, except the following (if there are none, write "none") :

.....  
 .....  
 .....

I also declare that the purchases and works described in this application and which are to be paid for with the proceeds of the loan are directly connected with the forest I operate.

If the requested loan is granted:

A) I undertake to use the proceeds of the loan for the purposes stated in this application and to respect the provisions concerning my operation mentioned in the management plan, if applicable;

B) I undertake not to cut any wood in any forest which has to be subjected to a management plan under the Act nor to carry out any other operation in it until a management plan has been established;

C) I undertake to deliver to the lender all receipts, invoices, cashed cheques or other vouchers attesting that the purchases and works described in this application were made or done after the date when the loan was granted and have actually been paid for;

D) I undertake to maintain my status of forest owner, permit holder or manager, as the case may be, in conformity with the said Act and Regulation, until the loan has been fully repaid; in the event of a change in my status, I will immediately notify the lender and the Office du crédit agricole du Québec;

E) I undertake to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, I hereby appoint as my authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union, as the case may be, in my name and to sign or endorse and hand over all deeds or documents attached thereto;

F) I agree that the lender's claim resulting from this loan is and remains indivisible for the entire duration of the loan and that it may be demanded in full from any one of any heirs or assigns in conformity with article 1123 of the Civil Code;

G) I undertake not to encumber, transfer or diminish in any way, without the lender's written consent, the forest machinery or equipment or other property given as security for the loan, as long as I am indebted to the lender in connection with this loan;

H) I undertake to take out, maintain, renew if necessary, and transfer to the lender's benefit, in conformity with section 39 of the Regulation, the required insurance on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, should it so happen, in default whereof the lender himself may have the said property insured to his satisfaction and at my expense;

I) If security by hypothec or pledge is required, I authorize the lender to have the necessary searches and appropriate entries or registrations made and to ascertain to his satisfaction the validity of the titles and hypothecary statement of the immovable security and the encumbrances on it and I agree to reimburse him for the costs thereby incurred;

J) In the event of default in repayment of this loan, I authorize the lender to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each sale, less the costs thereby entailed, to be applied to the reduction of my debt, without any decrease in my liability for the balance;

- 5 -

K) I authorize the lender to supply any employee of the Office du crédit agricole du Québec or of the Ministère de l'Énergie et des Ressources with any information requested in connection with the loan hereby applied for or with any of my other dealings with the lender.

(19) APPLICATION TO THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC FOR REPAYMENT OF 5% INTEREST

I wish to take advantage of the benefits of the Forestry Credit Act and bind myself to respect all the conditions and regulation thereof.

I undertake to supply all information requested and to sign, for the above purposes, any other documents required by the lender and the Bureau. I also authorize the Bureau and the lender to make all necessary inquiries, including a visit to my operation, for all authorized purposes connected with the loan hereby applied for.

Signed this ..... day of ..... 19 ....

.....  
(Signature of borrower)

(20) DECLARATION BY THE BORROWER

I declare that the information contained in this loan application is, to the best of my knowledge, true and exact in every respect.

.....  
(Place)

.....  
(Date of loan application)

.....  
(Witness to the signature)

.....  
(Signature of borrower)

(21) CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and, to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the guarantee within the meaning of the Forestry Credit Act and the regulation made under such Act.

The loan in the amount of ..... \$  
was disbursed on ..... 19 ...

(If the loan was disbursed in instalments, please give the dates and amounts on a separate sheet).

..... 19 ....  
(Date)

.....  
(Signature of responsible officer of lender)

SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

Verification

Code

Recommendation

.....  
(Verifier)

.....  
(Coder)

.....  
(Service de l'amélioration des fermes)

..... 19...  
(Date)

..... 19...  
(Date)

..... 19...  
(Date)

GOUVERNEMENT DU QUÉBEC

**APPLICATION FOR A LOAN  
UNDER THE FORESTRY CREDIT ACT (R.S.Q., c. C-78)  
AND THE REGULATION RESPECTING THE APPLICATION OF THE  
FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)  
TO A BANK OR CREDIT UNION**

**Account number:**

This space reserved for the Office du crédit agricole du Québec (Bureau)	File number:	
---	--------------	--

		<b>Reserved</b>	
<b>LENDER:</b>	<b>NUMBER:</b>		<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
(Name)			
(Address)			
(County)		(Postal code)	
(Telephone)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	(Transit No.)		

(1) **BORROWER:**

\_\_\_\_\_

(Social insurance No. of  
authorized representative)

\_\_\_\_\_

(Agricultural Producer's No.  
(if applicable))

\_\_\_\_\_

(Name of firm name)

\_\_\_\_\_

(Postal address of head office)

\_\_\_\_\_

(County) \_\_\_\_\_ (Postal code)

\_\_\_\_\_

(Telephone)

The borrower is: (Answer A and B) (Check)

A - corporation ☐

- cooperative association ☐

- partnership ☐

B - private forest owner ☐

- permit holder ☐

- manager ☐

Date of formation: \_\_\_\_\_

If a borrower already has a file at the  
Service de l'amélioration des fermes,  
give number \_\_\_\_\_

\_\_\_\_\_

Day Mth. Yr.

Reserved ☐

(2) **Loan requested:**

Amount \_\_\_\_\_ \$ repayable in \_\_\_\_\_  
cent

equal and consecutive, monthly (1), quarterly (2),  
semi-annual (3) or annual (4).

instalments of \_\_\_\_\_ \$  
cents

the first of which will fall due on  
..... 19 .....

Reserved  
\_\_\_\_\_ making a repayment period of  
Day mth. Yr Reserved  
..... years and ..... months (months);

plus interest at a rate which varies ☐ or is  
fixed at ☐ ..... % per annum, payable at the  
same time as the instalments in repayment of the  
principal.

and (if applicable) ..... % for the insurance  
the premium of which is paid by the lender.

Reserved  
\_\_\_\_\_  
Security Interest

(3) Has the borrower submitted Form CF-2A to the lender? Yes ☐ No ☐ (Subsection 3 of section 27 of the Regulation)

Reserved

Geo. code	OCAQ	Princ. occ.	Manag.
Total area	Wooded area	Gross revenue	

Note : State in the first column the exact purposes of the loan mentioned in section 14 of the Act or defined in subparagraphs d) to i) of the first paragraph of section 1 of the Regulation and, in the second column, the amount of loan requested for each purpose.

Purposes (specify)	Amount	Reserved
	\$	
TOTAL	\$	

- 2 -

<p>(5) DOCUMENT IN EVIDENCE OF EACH LOAN (section 18 of the Act) :</p> <p>Note <input type="checkbox"/></p> <p>Acknowledgement of debt <input type="checkbox"/></p> <p>Deed of loan <input type="checkbox"/></p>	<p>(6) KIND OF SECURITY (section 20 of the Act and 30 of the Regulation)</p> <p>Assignment <input type="checkbox"/></p> <p>Pledge <input type="checkbox"/></p> <p>Other movable security <input type="checkbox"/></p> <p>Mortgage <input type="checkbox"/></p> <p>Surety by third party <input type="checkbox"/></p>
--	--

(7) DETAILS OF SECURITIES: (State the nature and value of the securities and briefly describe them)


(8) DETAILS OF THE OPERATED FOREST AND THE TITLES OF THE BORROWER: (Check ✓ in the appropriate column: O for owner, PH for permit holder, M for manager)

A)	O	PH	M	Lot numbers	Range	Municipality	Area (hectares)	Total	Wooded
						Township			
						<input type="checkbox"/>			
						<input type="checkbox"/>			
						<input type="checkbox"/>			

B) If the borrower is indebted to the Office du Crédit agricole du Québec under the Forestry Credit Act, give his file number : .....

C) If the borrower is indebted to the said Bureau under the Farm Credit Act, give his file number: .....

D) Amount of insurance against fire, wind and lightning: on buildings: ..... \$;  
on machinery: ..... \$

(9) List of previous forestry loans (including current loan applications) granted by a bank or credit union and obtained by the borrower or inherited by the latter:

Date of disbursement	Name of lender	Loans granted	Balance still to be repaid
			\$ ..... \$

(10) If the borrower has ever been refused a forestry loan, state by whom and, if possible, why: .....


(11) If, in section 1, the borrower declared himself to be a permit holder, give the following information:

Number of each lot described on the permit	Permit number, if applicable	Date of issue	Date of expiry	Total duration of permit	Number of months left till expiry

- 3 -

(12) INVENTORY OF MOVABLE PROPERTY OF ALL KINDS  
BELONGING TO THE BORROWER:

Description	Present value
FOREST MACHINERY AND EQUIPMENT:	
Saw .....	\$ .....
Skidder .....	.....
Tractor .....	.....
Loader .....	.....
Sprayer .....	.....
Truck .....	.....
Other forest equipment .....	.....
Sugaring equipment .....	.....
OTHER MOVABLE PROPERTY:	
Farm machinery and equipment .....	.....
Livestock .....	.....
Crops and cut timber for sale .....	.....
Other equipment (specify) .....	.....
.....	.....
.....	.....
Total: .....	\$ .....

## (13) BORROWER'S DEBTS:

A) Mortgages, annuities or liens, taxes and other  
charges encumbering the borrower's immovables:

Name of creditor	Amount
.....	\$ .....
.....	.....
.....	.....
.....	.....
Total: .....	\$ .....

B) Debts other than those on immovables:

Classes of debts	Amount
Banks and credit unions (on forest machinery and equipment) .....	\$ .....
Pledge to the Bureau (on forest machinery and equipment) .....	.....
Finance companies (on forest machinery and equipment) .....	.....
Banks and credit unions (on farm equipment) .....	.....
Banks and credit unions (on livestock) .....	.....
Banks and credit unions (personal loans) .....	.....
Finance companies (personal loans) .....	.....
Miscellaneous debts .....	.....
Total: .....	\$ .....

Total (A + B): \$.....

## (14) Borrower's net worth

LIST OF ASSETS:	
Immovable described in section 8 (A) owned by the applicant, including buildings .....	\$ .....
Movables listed in section 12 .....	.....
Shares, bonds, and other securities .....	.....
Money in bank or on hand .....	.....
Other property including any other immovables not listed in section 8(A) (specify) .....	.....
.....	.....
Total assets: .....	\$ .....
Less total debts listed in section 13 .....	.....
Net worth: .....	\$ .....

## (15) Revenue for 19....

REVENUE FROM ALL SOURCES:	
Sale of forest products .....	\$ .....
Sale of farm products .....	.....
Income from investments .....	.....
Other income (specify) .....	.....
.....	.....
.....	.....
Total: .....	\$ .....

- 4 -

(16) Details of all shareholders, partners or members of the association: (if more space is needed, attach a separate sheet).

## A) IN THE CASE OF A CORPORATION:

Names and addresses of all shareholders	Has he interests in a wood processing plant?		Name or firm name and business address of the physical or moral person operating this plant.
	Yes	No	
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

## B) IN THE CASE OF A PARTNERSHIP:

Names and addresses of all partners	Has he interests in a wood processing plant?		Name or firm name and business address of the physical or moral person operating this plant.
	Yes	No	
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

## C) IN THE CASE OF A COOPERATIVE ASSOCIATION:

Names and addresses of all members	Has he interests in a wood processing plant?		Name or firm name and business address of the physical or moral person operating this plant.
	Yes	No	
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

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## (17) DECLARATION AND UNDERTAKING BY THE BORROWER:

The borrower, acting through and duly represented herein by his authorized representative(s), hereby requests a loan under the Forestry Credit Act (R.S.Q., c. C-78) and declares itself to be an association within the meaning of the said Act. It also declares that it has no debts other than those mentioned in its application for a loan and that the forest machinery and equipment or other property pledge or to be pledge as security to the lender are not encumbered by any previous lien, assignment or hypothec, except the following (if there are none, write "none") :

.....  
 .....  
 .....

The borrower also declares that the purchases and works described in this application and which are to be paid for with the proceeds of the loan are directly connected with the forest it operates.

If the requested loan is granted, the borrower:

A) Undertakes to use the proceeds of the loan for the purposes stated in this application and to respect the provisions concerning the operation which are mentioned in the management plan, if applicable;

B) Undertakes not to cut any wood in any forest which has to be subjected to a management plan under the Act nor to carry out any other operation in it until a management plan has been established;

C) Undertakes to deliver to the lender all receipts invoices, cashed cheques or other vouchers attesting that the purchases and works described in this application were made or done after the date when the loan was granted and have actually been paid for;

D) Undertakes to maintain its status of corporation, partnership or cooperative association and to remain an association in the sense of the Act until the loan has been fully repaid; in the event of a change in its status, it will immediately notify the lender and the Office du crédit agricole du Québec ;

E) Undertakes to furnish the lender the securities prescribed herein which could not be given when the loan was granted and, for such purpose, it hereby appoints as its authorized representative the person presently acting as manager or director of the above-mentioned branch of the bank or credit union to give such guarantees to the bank or credit union, as the case may be, in the name of the borrower and to sign or endorse and hand over all deeds or documents attached thereto ;

F) Undertakes not to encumber, transfer or diminish in any way, without the lender's written consent, the forest machinery or equipment or other property given as security for the loan as long as it is indebted to the lender in connection with this loan;

G) Undertakes to take out, maintain, renew if necessary, and transfer to the lender's benefit, in conformity with section 39 of the Regulation, the required insurance on the property which is the object of an assignment, hypothec or pledge granted or to be granted to the lender as security for this loan, should it so happen, in default whereof the lender himself may have the said property insured to his satisfaction and at the borrower's expense ;

H) If security by hypothec or pledge is required, authorizes the lender to have the necessary searches and appropriate entries or registrations made and to ascertain to his satisfaction the validity of the titles and hypothecary statement of the immovable security and the encumbrances on it and agrees to reimburse him for the costs thereby incurred;

I) In the event of default in repayment of this loan, authorizes the lender to publicly or privately sell or cause to be sold any given security and the property relative thereto, the proceeds of each sale, less the costs thereby entailed, to be applied to the reduction of the debt without any decrease in its liability for the balance;

J) Authorizes the lender to supply any employee of the Office du crédit agricole du Québec or the Ministère de l'Énergie et des Ressources with any information requested in connection with the loan hereby applied for or with any of its other dealings with the lender.

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## (18) APPLICATION TO THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC FOR REPAYMENT OF 5% INTEREST

The borrower wishes to take advantage of the benefits of the Forestry Credit Act and binds itself to respect all the conditions and regulation thereof.

The borrower also undertakes to supply all information requested and to sign, for the above purposes, all documents required by the lender or the Office du crédit agricole du Québec. It authorizes the Bureau and the lender to make all necessary inquiries, including a visit to its operation, for all authorized purposes connected with the loan hereby applied for.

Signed this ..... day of ..... 19 .....

.....  
(Name of borrower)

Per: .....  
(Signature of authorized representative  
or member)

Per: .....  
(Signature of authorized representative  
or member)

.....  
(Signature of other members)

## (19) DECLARATION BY THE BORROWER

I/we .....  
(Name(s) of the authorized representative(s) or member(s))

domiciled at .....  
(Residential address(es))

.....  
(Residential address(es))

hereby declare as follows:

That I am/we are .....  
(Title and function)

of the borrower and that I am/we are acquainted with the borrower's affairs.

That I am/we are aware of the borrower's present application for a loan.

That the information contained in the application is, to the best of my/our knowledge, true and exact in every respect.

.....  
(Signature of authorized representative  
or member)

.....  
(Place)

.....  
(Signature of authorized representative  
or member)

.....  
(Date of application loan)

.....  
(Signature of other members, if need be)

.....  
(Witness to the signature)

.....  
(Signature of other members, if need be)



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(20) CERTIFICATE OF A RESPONSIBLE OFFICER OF THE LENDER

I hereby certify that I have examined and verified the above application with the care required of me by my employer in the conduct of my normal duties and, to the best of my knowledge, the conditions and purposes of the loan granted in accordance with the said application are such as to justify the guarantee within the meaning of the Forestry Credit Act and the regulation made under such Act.

The loan in the amount of ..... \$ was disbursed on .....  
..... 19.....

(If the loan was disbursed in instalments, please give the dates and amounts on a separate sheet).

..... (Date) ..... 19..... (Signature of responsible officer of lender)

SPACE RESERVED FOR THE OFFICE DU CRÉDIT AGRICOLE DU QUÉBEC

Verification	Code	Recommandation
..... (Verifier)	..... (Coder)	..... (Service de l'amélioration des fermes)
.....19..... (Date)	.....19..... (Date)	.....19..... (Date)

CF-2  
(s. 27)

## GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)  
AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**

This form must be completed by a physical person before an application  
for a forestry loan is submitted to a bank or credit union

Application No. ....

Borrower's name in full: .....

Residential address: .....

..... Telephone: .....

Prospective lender: .....

Address: .....

(1) Amount of requested loan: .....\$

(2) List of previous loans (including loan applications under consideration) obtained by the borrower from a bank or credit union for the purposes of section 14 of the Act and not fully repaid:

Name of lender	Initial amount of loan	Amount still owing or amount applied for
.....	.....\$	.....\$
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
Total:		.....\$

Grand total (1 + 2): .....\$

(3) Purposes of loan: (Section 14 of the Act and subparagraphs d or i of the first paragraph of section 1 of the Regulation):

Purposes (specify)	In the case of machinery			Amount of loan for each purpose
	Model	Capacity	Average lifetime (years)	
.....	.....	.....	.....	.....\$
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

(4) Brief description of the forest for which the loan is requested:

Lot numbers	Range	Township or seignior	Cadastral description (if applicable)	Municipality	Wooded area (hectares)
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

(5) The borrower is a permit holder: yes ☐ no ☐ or manager: yes ☐ no ☐

(6) If the borrower is indebted to the Office du crédit agricole du Québec under the Forestry Credit Act, state the amount of the loan: ..... \$  
and the file number: .....

(Continued overleaf)

- 2 -

- (7) Is the borrower, either personally or through a corporation, cooperative association or partnership over which he has control or in which he has a majority interest, engaged in the processing of wood in a plant operated by such person or by such corporation, cooperative association or partnership? yes ☐ no ☐

If yes, state the quantity of wood so converted during a single year: in units of 100 cubic feet of lumber: ..... in board feet measure of partly converted wood: .....

\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Signature of borrower)

THIS SPACE RESERVED FOR THE FOREST ENGINEER  
OR TECHNICIAN

On the basis of the information obtained, I hereby declare:

A) that the borrower is not engaged in wood processing beyond the limits set in subparagraph b of the first paragraph of section 1 of the Regulation respecting the application of the Forestry Credit Act;

B) that the purposes for which the loan of .....\$ is requested are appropriate for the development of the forest respecting which it is intended;

C) that, if the requested loan is granted, the aforesaid forest must, in compliance with the said Act and Regulation, be subjected to a management plan: yes ☐ no ☐ ;

(check the appropriate box)

D) that, if the borrower is the holder of a permit to operate a sugar bush, should it so happen, he has at least 2 year's experience in such operation.

This declaration in no way constitutes a recommendation for a loan and it rests with the lender to examine the borrower's financial situation and ability to repay before granting him one.

\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Signature)

If the applicant for a loan does not meet the requirements of the Forestry Credit Act and Regulation or if the purposes for which the loan is requested are not appropriate for the development of the forest respecting which it is intended, the forest engineer or technician must mention it or, as the case may be, give the reasons below:

.....  
.....  
.....  
.....  
.....  
.....

\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Signature)

Distribution:

The original and one copy to the borrower  
One copy to the Office du crédit agricole du Québec

CF-2A  
(s. 27)

GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)**  
**AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**

This form must be completed by authorized representatives of an association before  
 an application for a forestry loan is made to a bank or credit union.

Application no: .....

Name or firm name of borrower: .....

Address of head office: .....

..... Telephone: .....

Name of prospective lender: .....

Address: .....

(1) Amount of requested loan: .....\$

(2) List of previous loans (including loan applications under consideration) obtained by the borrower from a  
 bank or credit union for the purposes of section 14 of the Act and not fully repaid:

Name of lender	Initial amount of loan	Amount still owing or amount applied for
.....	.....\$	.....\$
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....\$

Grand total (1 + 2): .....\$

(3) Purposes of loan : (Section 14 of the Act and subparagraphs d to i of the first paragraph of section 1 of the Regulation) :

Purposes (specify)	In the case of machinery			Amount of loan for each purpose
	Model	Capacity	Average lifetime (years)	
.....	.....	.....	.....	.....\$
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....
.....	.....	.....	.....	.....

(4) Brief description of the forest for which the loan is requested:

Lot numbers	Range	Township or seignior	Cadastral description (if applicable)	Municipality	Wooded area (acres)
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....
.....	.....	.....	.....	.....	.....

(5) If the borrower is indebted to the Office du crédit agricole du Québec under the Forestry Credit Act, state the  
 amount of the loan : ..... \$  
 and the file number : .....

(6) The borrower is a permit holder: Yes ☐ No ☐ or manager: Yes ☐ No ☐

(Continued overleaf)

- 2 -

- (7) Does the borrower, either itself or through one or more of its shareholders or members, as the case may be, own or hold a majority interest in a wood processing plant? Yes ☐ No ☐  
 If yes, what percentage of the yield of the forest described in section (4) is used by the plant?  
 .....% Give the name or firm name, as the case may be, of the physical or moral person who operates this plant: .....  
 Postal address of the head office: .....

\_\_\_\_\_  
 (Name of association)

\_\_\_\_\_  
 (Date)

Per: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of representative)

THIS SPACE RESERVED FOR THE FOREST  
 ENGINEER OR TECHNICIAN

On the basis of the information obtained, I hereby declare:

A) that the major part of the yield of the forest described in section (4) is not used to supply a wood processing plant of which majority ownership or control is held by the association requesting the loan or by one or more of its shareholders or members, as the case may be;

B) that the purposes for which the loan of .....\$ is requested are appropriate for the development of the forest respecting which it is intended;

C) that, if the requested loan is granted, the aforesaid forest must, in compliance with the Forestry Credit Act and Regulation, be subjected to a management plan: Yes ☐ No ☐  
 (check the appropriate box)

This declaration in no way constitutes a recommendation for a loan and it rests with the lender to examine the borrower's financial situation and ability to repay before granting him one.

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)

If the applicant for a loan does not meet the requirements of the Forestry Credit Act and Regulation or if the purposes for which the loan is requested are not appropriate for the development of the forest respecting which it is intended, the forest engineer or technician must mention it or, as the case may be, give the reasons below :

.....  
 .....  
 .....  
 .....  
 .....

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Signature)

Distribution:

The original and one copy to the borrower  
 One copy to the Office du crédit agricole du Québec

CF-3  
(s. 29)

GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)  
AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**

## NOTE

.....\$ Application No ..... 19 ...

For value received, I promise to pay to the order of .....  
 at its. .... (name of bank) ..... branch,  
 the sum of ..... dollars  
 (hereinafter called the "principal"), in equal and consecutive (monthly, quarterly, semi-annual, annual) instalments  
 of. .... dollars ( \$ )  
 each. I promise to pay the first of these instalments on the ..... day of .....  
 ..... 19 ... and the others regularly thereafter until the ..... day of .....  
 ..... 19 ....

I also promise to pay regularly, at the same time as the instalments of principal hereinabove mentioned, whether before  
 or after the due date, interest on the unrepaid principal at the rate of \* ..... % per annum, the said interest to  
 run from the ..... day of ..... 19 ....

The partial payments shall be applied first against the accrued interest.

If any instalment of principal or accrued interest remains unpaid after the date on which it falls due, the whole of  
 the principal and accrued interest shall forthwith become due and payable at the discretion of the bank.

.....

.....

\* Enter here a rate of interest not exceeding the bank's prime rate at its head office plus 1%. If a higher rate is entered, the bank may not charge more than its prime rate plus 1%, as required by section 31 of the Regulation respecting the application of the Forestry Credit Act (R.R.Q., c. C-78, r.1).

**CF-3A**  
(s. 29)

GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)**  
**AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**

## NOTE

.....\$ Application No ..... 19 ...

For value received, I promise to pay to the order of .....  
 at its ..... (name of bank) ..... branch,  
 the sum of ..... dollars  
 (hereinafter called the "principal"), in equal and consecutive (monthly, quarterly, semi-annual, annual) instalments  
 of ..... dollars (\$)  
 each. I promise to pay the first of these instalments on the ..... day of .....  
 ..... 19 ... and the others regularly thereafter until the ..... day of .....  
 ..... 19 ....

I also promise to pay regularly, at the same time as the instalments of principal hereinabove mentioned, whether before or after the due date, interest on the unrepaid principal at the rate of \* ..... % per annum, the said interest to run from the ..... day of ..... 19 ... and the rate thereof to be changed whenever and each time the bank's prime rate at its head office changes so that it will automatically be adjusted to the said prime rate plus 1% per annum.

The partial payments shall be applied first against the accrued interest.

If any instalment of principal or accrued interest remains unpaid after the date on which it falls due, the whole of the principal and accrued interest shall forthwith become due and payable at the discretion of the bank.

.....  
 .....

\* Enter here a rate of interest not exceeding the bank's prime rate at its head office plus 1%. If a higher rate is entered, the bank may not charge more than its prime rate plus 1%, as required by section 31 of the Regulation respecting the application of the Forestry Credit Act (R.R.Q., c. C-78, r.1).

GOUVERNEMENT DU QUÉBEC

Date of maturity 

--	--	--

 Application number 



 Folio of borrower 



 Loan No.

.....\$ ..... 19 ....

I also promise to pay regularly, in addition to the instalments of principal hereinabove mentioned and at the same time as the above-mentioned instalments, interest on the unpaid principal at the rate of " . . . . . % per annum, the said interest to run from the . . . . . day of . . . . . 19 . . .

I agree that any partial payment shall be applied first against the accrued interest.

.....

.....

**4-596**



CF-4A  
(s. 29)

GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)**  
**AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**  
**ACKNOWLEDGEMENT OF DEBT**

Date of maturity  Application number  Folio of borrower  Loan No.   
 day mth. yr.

.....\$ ..... 19 .....

I, The undersigned, acknowledge having borrowed and received from the caisse .....  
 .....  
 the sum of ..... dollars  
 (hereinafter called the "principal") and I hereby bind myself to repay that sum to it at its head office within a delay  
 of ..... in equal and consecutive ..... instalments of  
 (years or months) (monthly, quarterly, semi-annual or annual)  
 ..... dollars ( \$ )  
 each, the first of such instalments to fall due on the ..... 19 .....

I also promise to pay regularly, in addition to the instalments of principal hereinabove mentioned and at the same time as the above-mentioned instalments, interest on the unpaid principal at the rate of \* ..... % per annum, the said interest to run from ..... day of ..... 19 ..... and the rate thereof to be changed when and each time the prime rate of the majority of chartered banks doing business in the Province of Québec changes so that it will automatically be adjusted to the said prime rate plus 1% per annum.

I also promise to pay regularly, in addition to the instalments of principal hereinabove mentioned and at the same time as the above-mentioned instalments, additional interest at the rate of (maximum: 1%) % per annum on the unrepaid principal in consideration of the fact that the loan covered by this acknowledgement of debt is accompanied by an insurance policy on my life the premium of which is paid by the caisse.

I agree that any partial payment shall be applied first against the accrued interest.

I agree that if any instalment of the principal or accrued interest remains unpaid after the due date, the whole of the principal and accrued interest shall become immediately due and payable at the discretion of the caisse. In such a case, the caisse may at any time and without notice compensate with my debt any sum that may be payable to me as capital, savings deposit, interest or in any other way.

.....  
 .....

\* Enter here a rate of interest not exceeding the prime rate as defined in section 31 of the Regulation respecting the application of the Forestry Credit Act (R.R.Q., c. C-78, r.1), plus 1%. If a higher rate is entered, the caisse may not charge more than the prime rate plus 1%, in conformity with the first paragraph of the said section.

CF-5

(s. 44)

GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)**  
**AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**  
**CLAIM ON DEFAULTED LOAN**

File number
-------------

For the lender	
Transit number	Application number

From ..... (Name of lender) ..... (Name of borrower) .....

..... (Branch) ..... (Address) .....

..... (Address) .....

Office du crédit agricole du Québec

Pursuant to the guarantee of the Gouvernement du Québec under the Forestry Credit Act (R.S.Q., c. C-78), the undersigned hereby claims reimbursement of the loss sustained by the above-mentioned lender as a result of a loan, guaranteed under the said Act, which was made to the above-named borrower, as follows:

- (1) The unpaid principal of the loan ..... §
- (2) The uncollected taxed or taxable costs and any disbursements for or incidental to legal or other proceedings in connection with the loan ..... §
- (3) The legal fees, costs and disbursements, whether taxable or not, actually incurred by the lender, with or without litigation, in collecting or endeavouring to collect the outstanding loan ..... §
- (4) The uncollected, accrued interest on .....\$ calculated at the rate of ..... % per annum from the ..... day of ..... 19.... up to the date when payment of this claim is approved.

THE UNDERSIGNED SUBMITS HERewith THE FOLLOWING:

- A) Statement showing the dates and original amounts of the notes or acknowledgements of debt held by the lender in respect of the loan, and the dates and amounts of the payments of principal and interest made to the lender by the borrower;
- B) Statement showing particulars of any unrealized or unenforced judgments in respect of the loan;
- C) Receipts or cashed cheques, as per statement herewith, deeds of assignment or of pledge, and all supporting documents furnished by the borrower.

In the opinion of the lender, the balance of the loan is not recoverable from the borrower.

.....  
 (Name of lender)

..... 19.... Per .....  
 (Date) (Responsible officer of the lender)

**CF-6**  
(s. 46)

Please send completed form to:  
The Office du crédit agricole du Québec

## GOUVERNEMENT DU QUÉBEC

**FORESTRY CREDIT ACT (R.S.Q., c. C-78)**  
**AND REGULATION RESPECTING THE APPLICATION OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)**  
**ACKNOWLEDGEMENT OF REIMBURSEMENT FOR LOSS**

File number
-------------

for the lender	
Transit number	Application number

.....19....

..... hereby acknowledges receipt of  
 (Name of lender)  
 the sum of ..... dollars ( .....\$)

from the Office du crédit agricole du Québec in accordance with the Forestry Credit Act, in respect of the loss sustained as a result of a loan, guaranteed under this Act, which was made

to .....  
 (Name of borrower)  
 of .....  
 (Complete address)  
 .....

and the above-named lender recognizes that the Bureau is subrogated in all rights, actions, recourses and claims that he may have against the said borrower by reason of the latter's indebtedness, payment of compensation for which is hereby acknowledged.

Herewith attached is the borrower's note duly endorsed, without recourse, to the Gouvernement du Québec, the acknowledgement of debt or, as the case may be, the deed of loan or a certified copy thereof.

.....  
 (Name of lender)

Per .....  
 (Responsible officer of the lender)

.....  
 (Address or branch)

CF-7  
(s. 38)

When completed,  
this form is to be sent to:

RESERVED

The office du Crédit agricole du Québec.

FORESTRY CREDIT ACT  
(R.S.Q., c. C-78)  
AND REGULATION RESPECTING THE APPLICATION  
OF THE FORESTRY CREDIT ACT (R.R.Q., c. C-78, r.1)

## NOTIFICATION OF REPAYMENT IN FULL

\_\_\_\_\_  
(Name of lender)\_\_\_\_\_  
(Name of borrower)\_\_\_\_\_  
(Complete postal address)\_\_\_\_\_  
(Complete postal address)

Your application number: \_\_\_\_\_

His/its file number: \_\_\_\_\_

Loan balance: \_\_\_\_\_ \$

Date of repayment: \_\_\_\_\_

Transit number: \_\_\_\_\_

\_\_\_\_\_  
(Signature of a responsible officer of the lender)

Date: \_\_\_\_\_

O.C. 85-76, (1976) 108 O.G.II, 689, 1495 and 2909  
O.C. 2387-78, (1978) 110 G.O., 4621 and (1980) 112 G.O.II, 1303  
O.C. 1877-81, (1981) 113 G.O.II, 2541



c. C-79, r.1

## Regulation respecting special credit for hog producers

An Act to promote special credit to agricultural producers during critical periods  
(R.S.Q., c. C-79, s. 20)

### DIVISION I INTERPRETATION

**1. Definitions :** In this Regulation, unless the context indicates otherwise, the following words and expressions mean :

(a) “Act” : the Act to promote special credit to agricultural producers during critical periods (R.S.Q., c. C-79) ;

(b) “Bureau” : the Office du crédit agricole du Québec ;

(c) “certificate” : a paper issued by the Bureau under section 2 of the Act in accordance with section 5 of this Regulation ;

(d) “farm” : any immovable operated for agricultural purposes as defined in paragraph a of section 1 of the Act ;

(e) “borrower” : a producer to whom a loan has been granted ;

(f) “additional loan” : any loan made by a producer from 1 July 1981, but before 1 September 1981 ;

(g) “critical period” : the period extending from 1 May 1980 to 30 September 1980, extended to 15 August 1981 by Order in Council 1544-81 of 10 June 1981 ;

(h) “designated area” : all the farm land in Québec ;

(i) “designated production” : the production of piglets for fattening or raised for reproduction the fattening of hogs ; or raising of hogs for reproduction ;

(j) “sow” : a female of the porcine species that has attained the desired maturity for a first gestation, and is kept to produce piglets for fattening or raised for reproduction ;

(k) “hog” : a piglet fattened for sale as a hog for slaughtering or raised for reproduction ;

(l) “breeder” : a producer who produces piglets for fattening or raises them for reproduction ;

(m) “finisher” : a producer who fattens hogs or raises them for reproduction ;

(n) “breeder-finisher” : a producer who produces piglets for fattening or raises them for reproduction and fattens hogs or raises them for reproduction ;

(o) “place” : the space required for keeping a pig or a sow in a producer’s piggery ;

(p) “production contract” : a lump sum contract related to designated production.

**2. Explanation of certain expressions in the Act :** The following expressions used in sections 1 and 2 of the Act mean, for the purposes of applying the Act and the Regulation :

(a) “person directly engaged in his own behalf” : a person who is the owner or lessee of a farm and devotes himself to producing one or more designated productions even if he is bound by a production contract ; the occupant of a farm under a location ticket or under a contract for sale made with a veteran under the Veterans’ Land Act (R.S.C., 1970, c. V-4) shall be deemed an owner for the purposes of this definition ;

(b) “producer in need of a loan” : a producer whose general financial position and total revenue from all sources do not enable him to make up the difference between the price he receives for a designated production and the cost of that production based on monetary expenses actually incurred after 1 September 1979 and until the date of his loan application sent to the Bureau, where it applies to a finisher or a breeder-finisher, or after 1 January 1980 until the date of his loan application sent to the Bureau, where it applies to a breeder, and in both cases, on predictable expenses beginning from the date of that application until 31 December 1980 ; where a producer is a corporation or a partnership, or a group of persons described in the second paragraph of section 10 in assessing his general financial position and computing the total income of the producer, the general financial position and the total revenue from any source of any other corporation or partnership related to or associated in any way with the producer must be taken into consideration ;

(c) “producer in need of an additional loan” : a producer who contracted a loan before 1 November 1980 under the Act and following an application made under section 3, whose general financial situation and total income from all sources do not enable him to make up the difference between the price he receives for a designated production and the cost of that production based on expenditures actually incurred from 1 January 1981 until the date of his application for a loan sent to the Bureau and from the date of this application until 30 September 1981, and for whom the additional loan applied for will enable him to make up that difference and to ensure the continuance of the enterprise he operates ; where a producer is a corporation, a partnership or a group of persons referred to in the second paragraph of section 10, the general financial situation as well as the total income from all sources of any other corporation or partnership related to or associated in any manner with this producer must be taken into consideration, in order to evaluate the general financial situation and compute the total income of this producer.

## **DIVISION II**

### **PRIOR AUTHORIZATION AND ISSUE OF CERTIFICATE**

**3. Prior authorization and application for certificate :** A producer who wishes to obtain a loan must get prior authorization from the Bureau in the form of a certificate, and must apply to the Bureau before 1 October 1980 for that purpose. When he submits his loan application, he must, upon request by the Bureau :

(a) if he is a producer producing piglets for fattening, agree in writing to maintain for the duration of the loan applies for his participation in the farm income stabilization insurance scheme covering that production under the Act respecting farm income stabilization insurance (R.S.Q., c. A-31), if the producer is already participating in it when he applies for a loan, or, to join such a scheme where he is eligible at the time of his application, or if he is not then eligible, as soon as he becomes so during the period of the loan, and to maintain his participation for the duration of the loan or for the remaining part of that period ;

(b) submit to the Bureau any other paper to prove his eligibility for the loan requested and to enable the Bureau to check the accuracy of the information supplied in the loan application and to inspect or evaluate the property offered as security.

**4. Prior authorization and issuance of certificate for an additional loan :** A producer who wishes to obtain an additional loan must obtain the prior authorization of the Bureau, in the form of a certificate and he must apply to the Bureau for this purpose before 1 August 1981. When he makes this application, he must, upon request by the Bureau :

(a) provide a written statement promising to maintain, for the duration of the loan applied for, his participation in the farm income stabilization insurance scheme covering that production, under the Act respecting farm income stabilization insurance, if this producer is already participating in it when he applies for a loan, or, to join such a scheme if he is eligible at the time of his application, or, if he is not then eligible, as soon as he becomes so during the period of the loan, and to maintain his participation for the duration of the loan or for the remaining part of that period ;

(b) submit to the Bureau any other paper to prove his eligibility for the additional loan applied for and to enable the Bureau to check the accuracy of the information supplied in the loan application and to inspect or evaluate the property offered as security.

**5. Conditions for issuance and content of the certificate :** If the study of the application submitted in accordance with section 3 or 4 shows that the applicant is a producer who needs a loan or a producer who needs an additional loan, as the case may be, and, if applicable, has made the statement referred to in these sections, the Bureau may issue a certificate in favour of that producer.

The certificate mentioned in the first paragraph must :

(a) contain all the information required for identification of the applicant-borrower whose application has been submitted to the Bureau for study, such as his name or firm name and the address of his domicile or head office ;

(b) state the maximum amount and maximum duration of the loan that the applicant-borrower may be granted within the limits fixed by this Regulation ;

(c) mention the purposes for which the proceeds of the loan must be used, and, where applicable, the security that the borrower must provide to the lender ; and

(d) bear the signature of 2 persons duly authorized by the Bureau, the date and place of issue and the official seal of the Bureau.

When a producer or a lender makes a solemn declaration that a certificate issued by the Bureau to the producer has been lost or destroyed, the Bureau may send to the producer or the lender a certified copy replacing for all purposes the original certificate, but not conferring any additional rights or privileges.

### **DIVISION III**

#### **TIME LIMIT ON THE CONTRACTING AND DISBURSEMENT OF LOANS AND THE PURPOSES FOR WHICH LOANS SHALL BE USED**

**6. Time limit on the contracting and disbursement of loans :** All loans must be contracted before 1 November 1980. The disbursement of the proceeds of any loan must be made before 1 January 1981.

**7. Final date to make an additional loan and disburse the proceeds of it :** Any additional loan must be made before 1 September 1981. The disbursement of the proceeds of any additional loan must be made before 1 October 1981.

**8. Purposes for which loans shall be used :** The proceeds of any loan contracted under the Act shall be used by the producer to compensate for any deficiency in earnings by repaying sums paid out after 1 September 1979 until the date of the loan application in the case of a finisher or breeder-finisher, or after 1 January 1980 until the date of the loan application in the case of a breeder, and in either case, foreseeable expenses beginning from the date of that application until 31 December 1980, limited to current operating expenses related to one or more designated productions, including assessments payable under the Act respecting farm income stabilization insurance and any insurance fees payable under the Act respecting farm-loan insurance and forestry-loan insurance (R.S.Q., c. A-29.1).

**9. Purposes for which the additional loan must be used :** The proceeds of any additional loan contracted under the Act must enable the producer to compensate for any loss of income by paying for the expenditures actually incurred since 1 January 1981 until the date of the loan application, as well as for foreseeable expenses from the date of this application until 30 September 1981, and limited to current operating expenses related to one or more designated productions, including assessments payable under the Act respecting farm income stabilization insurance and any insurance fees payable under the Act respecting farm-loan insurance and forestry-loan insurance.

### **DIVISION IV**

#### **AMOUNT OF THE LOAN AND HOW IT IS TO BE DISBURSED AND REPAYED**

**10. Amount :** The maximum amount which a producer may borrow shall never exceed :

(a) in the case of a producer not bound by a production contract :

i. where it applies to a breeder : 150 \$ multiplied by the number of places available to lodge sows during any period between 1 January 1980 and the date of his loan application, but not exceeding a maximum of 25 000 \$ ;

ii. where it applies to a finisher or a breeder-finisher : 20 \$ multiplied by the number of places available to lodge hogs during any period between 1 September 1979 and the date of the loan application and 150 \$ multiplied by the number of places available to lodge sows during any period between 1 January 1980 and the date of that application, but not exceeding a maximum of 60 000 \$, provided that the part of the maximum loan determined according to the number of places available to lodge sows does not exceed 25 000 \$ ;

(b) in the case of a producer bound by a production contract :

i. where it applies to a breeder : 45 \$ multiplied by the number of places available to lodge sows during any period between 1 January 1980 and the date of the loan application, but not exceeding a maximum of 8 000 \$ ;

ii. where it applies to a finisher or a breeder-finisher : 6 \$ multiplied by the number of places available to lodge hogs during any period between 1 September 1979 and the date of the loan application and 45 \$ multiplied by the number of places available to lodge sows during any period between 1 January 1980 and the date of the loan application, but not exceeding the maximum of 20 000 \$, provided that the part of the maximum loan amount determined according to the number of places available to lodge sows does not exceed 8 000 \$ ;

(c) in the case of a producer not bound by a production contract in respect of a part of a designated production and bound by a production contract in respect of another part of such production :

i. where it applies to a breeder : 25 000 \$ computed in accordance with subparagraph i of subparagraphs *a* and *b*, provided that the part of the maximum loan determined according to the number of places available to lodge sows under such contract does not exceed 8 000 \$ ;

ii. where it applies to a finisher or a breeder-finisher : 60 000 \$ computed according to subparagraph ii of subparagraphs *a* and *b*, provided that the part of the maximum loan determined according to the number of places available to lodge hogs under such contract does not exceed 20 000 \$ and that determined according to the number of places available to lodge sows under such contract does not exceed 8 000 \$.

Where a producer is a group formed of several natural persons who operate jointly or undividedly one or more designated productions, and, among those persons, 2 or more are engaged in work related to that operation, the maximum amount of a loan, computed in accordance with subparagraphs *a*, *b* and *c* of the first paragraph, may be 25 000 \$, 60 000 \$, 8 000 \$ or 20 000 \$ as applicable, multiplied by the number of those persons, but may not exceed 3 times the maximum amount prescribed for each case.

Where a producer is a corporation or a partnership operating one or more designated productions, the maximum amount of a loan, computed in accordance with subparagraphs *a*, *b* and *c* of the first paragraph, may be 25 000 \$, 60 000 \$, 8 000 \$ or 20 000 \$, as applicable, multiplied by the number of shareholders or members of that corporation who work at matters related to that operation or by the number of members of that partnership engaged in that operation, but in no case exceeding 3 times the maximum amount prescribed in each case.

A producer may obtain more than one loan on condition that the total of all his loans does not exceed the maximum determined in accordance with the first paragraph, or, where applicable, the second or third paragraph.

**11. Amount of an additional loan :** The maximum amount of an additional loan to a producer must never exceed 33 1/3% of the total amount actually paid by a lender under a loan contracted by this producer following an application submitted under section 3. This maximum amount may not exceed however :

(a) in the case of a producer not bound by a production contract :

i. breeder : 8 300 \$ ;

ii. finisher or breeder-finisher : 20 000 \$, provided that the part of the maximum loan related to breeding does not exceed the amount prescribed in subparagraph i ;

(b) in the case of a producer bound by a production contract :

i. breeder : 2 700 \$ ;

ii. finisher or breeder-finisher : 6 700 \$, provided that the part of the maximum loan related to breeding does not exceed the amount prescribed in subparagraph i ;

(c) in the case of a producer not bound by a production contract in respect of a part of a designated production and bound by a production contract in respect of another part of this production :

i. breeder : 8 300 \$, provided that the part of the maximum loan related to the production for which the producer is bound by this contract does not exceed 2 700 \$ ;

ii. finisher or breeder-finisher : 20 000 \$, provided that the part of the maximum loan related to the production for which the producer is bound by this contract does not exceed the amount prescribed in subparagraph ii of subparagraph *b*.

The second, third and fourth paragraphs of section 10 apply *mutatis mutandis* to the maximum amounts prescribed therein, in order to establish the amount of any additional loan.

**12. Terms of disbursement :** When the proceeds of the loan are to be used, in whole or in part, to pay the producer's creditors mentioned in the certificate, the lender shall disburse them to the joint order of the producer and of each creditor, in accordance with the amount due to each creditor.

**13. Period and terms of repayment :** Subject to section 16 of the Act and the second paragraph of section 30, a borrower is not required to repay any part of the principal of a loan before 1 March 1981.

The principal of any loan shall be repaid within a maximum period of 4 years beginning 1 March 1981 in equal, consecutive payments, of which the first is due on that date and the others semi-annually thereafter.



**14. Period and terms of repayment :** Subject to section 16 of the Act and the second paragraph of section 30, a borrower is not required to repay any part of the principal of an additional loan before 1 March 1982.

The principal of any additional loan must be repayable within a maximum period of 3 years from 1 March 1982, either in one payment or in several instalments, the amount and frequency of which are specified in the certificate.

**15. Extension of the repayment period :**

(1) If a borrower declares that he is unable to meet his obligations on time, the lender may draw up a new agreement to help him repay the loan. In such a case, subject to paragraph 3, the extension granted must not extend the term of the loan beyond the limit set in sections 13 or 14, as applicable, and the lender must notify the Bureau of the extension within a month, by registered or certified mail.

(2) Despite paragraph 1, when a borrower is unable, taking into account his general financial situation and his total income from all sources, to repay to the lender the principal which becomes due and repayable on 1 September 1981 and where the postponement of this payment to a later date, without exceeding the term prescribed in section 13, would enable him to ensure the continuance of the enterprise he operates, the lender may make another agreement with him to postpone this payment to a later date, and the latter must notify the Bureau of the postponement within a month, by registered or certified mail.

(3) If, upon expiry of the term prescribed in sections 13 or 14, a borrower has not discharged his obligations in full, the lender may grant him an extension to repay the balance of the loan, but he must notify the Bureau of the extension within a month, by registered or certified mail.

**16. Repayment in advance :** The lender must inform the Bureau of every total or partial repayment in advance in the manner prescribed by section 28.

## DIVISION V

### RATE AND PAYMENT OF INTEREST AND CONTRIBUTION TO INTEREST PAYMENTS

**17. Rate of interest :** The rate of interest payable to a lender on a loan may not exceed the prime rate plus  $\frac{1}{2}\%$  per annum.

For the purposes of this section, "prime rate" means the prime rate, also called the "preferred rate", applied by the majority of chartered banks doing business in Québec. Where the prime rate in force at the head office of any bank is different from the prime rate as defined in this paragraph, the prime rate of that bank applies for it.

When the majority referred to in the second paragraph cannot be used, the expression "prime rate" means, for the purpose of this Regulation, a rate equal to the average of the prime rates then in force and applied by all the chartered banks doing business in Québec, rounded to the nearest  $\frac{1}{4}$  of 1%, or, if the result is equidistant from 2 multiples of  $\frac{1}{4}$  of 1%, to the lesser of those multiples.

Within the 15 days following any change in the prime rate as defined in the second paragraph, or in the third paragraph, the Bureau shall notify each bank thereof at its head office or principal place of business in Québec and it shall also notify each Federation of credit unions. Such notification shall state the change in the prime rate and the date of its coming into effect.

When the annual interest rate fixed by the terms of the note, promissory note, or deed of loan is lower than the maximum interest rate prescribed in the first paragraph, the reduction in interest rates representing the difference between the maximum rate and that fixed initially by the terms of the note, promissory note or deed of loan must be reproduced in any subsequent adjustment of interest rates, so that the interest rate of the loan is automatically adjusted to the prime rate then in force plus  $\frac{1}{2}\%$  per annum and reduced by the rate representing the interest difference mentioned.

In the case of a loan accompanied by an insurance on the borrower's life, the lender may, despite the first paragraph, charge additional interest not exceeding 1% per annum on the unpaid principal of such loan, provided that the lender pays the premium of the said insurance.

No fees, service or administration charges, commission or remuneration of any kind other than simple interest shall be payable to the lender for a loan as long as the borrower is not in default. Any procedure intended to indirectly increase the interest rate is prohibited.

**18. Payment of interest :** The borrower must pay the lender interest on the loan including only current interest on any part of the loan actually disbursed, as he makes the repayments of principal in accordance with section 13.

**19. Payment of interest on an additional loan :** The borrower must pay the interest, including only current interest on any part of an additional loan actually disbursed, from 1 March 1982 and the first instalment must become due on this date and the others semi-annually.

**20. Government contribution to interest payments :** Under section 8 of the Act, the Government contributes to the payment of interest on the amount of every loan disbursed by paying :

(a) the difference between the interest computed at the rate of 5% per annum and the interest on that loan payable to the lender incurred until 28 February 1981 ;

(b) the difference between the interest computed at the rate of 8% per annum and the interest payable to the lender on the balance of the loan for the following 12 months, that is from 1 March 1981 to 28 February 1982 ; and

(c) the difference between the interest computed at the rate of 10% per annum and the interest payable to the lender on the balance of the loan for the period from 1 March 1982 to 28 February 1983.

No interest contribution is payable by the Government in respect of the additional interest prescribed in the sixth paragraph of section 17, or in respect of interest on the arrears or in respect of current interest beginning 1 March 1983 on the unpaid balance of the loan.

The contribution to the payment of the interest referred to in the first paragraph is paid by the Bureau to the borrower by a cheque payable jointly to the lender and the borrower, at the following times :

(a) beginning 1 March 1981 : in respect of current interest under the terms of the paper confirming the loan, on the amount of the loan disbursed provided that the Bureau received at least 1 month before that date the statement referred to in subsection 2 of section 28 ;

(b) beginning from the due date of each of the subsequent interest payments : in respect of the interest due on that date, provided that at least 1 month before that the Bureau has obtained from the lender information showing

that there were at that time no arrears of principal, interest or costs of a total exceeding 150 \$.

Where on any of the interest due dates referred to in subparagraph *b* of the third paragraph the arrears of principal, interest and costs on the loan exceed those mentioned in that subparagraph, the payment of the Government's contribution is deferred and is not made by the Bureau until the month following that in which the lender furnishes information showing that there are no such arrears of a total exceeding 150 \$.

Where following a payment of principal in advance on a loan after the date on which the lender has furnished to the Bureau information enabling it to compute the amount of the contribution to interest payment and consequently the amount paid by the Bureau in accordance with the third paragraph exceeds that to which the borrower is entitled, he must repay to the Bureau any overpayment. If such repayment to the Bureau is not made, it is authorized to withhold from any subsequent payment of the contribution to interest payment, an equivalent amount, without prejudice to its right to demand repayment at any time.

**21. Government contribution to interest payments, on a loan made before 1 November 1980, for the period from 1 March 1981 to 31 August 1981 :** Despite subparagraph *b* of the first paragraph of section 20, and subject to the second paragraph of the said section, the Government contributes to the payment of interest on a loan by paying the whole of the interest payable to the lender on the balance of the principal of a loan, due but not overdue, made before 1 November 1980, for the period from 1 March 1981 to 31 August 1981. The third paragraph of section 20 applies *mutatis mutandis* to the payment of this contribution to interest payments.

**22. Government contribution to interest payments on an additional loan :** Under section 8 of the Act, the Government contributes to the payment of interest on the amount paid for any additional loan by paying :

(a) the difference between the interest computed at a rate of 8% per year and the interest payable to the lender on this loan and accrued until 28 February 1982 ; and

(b) the difference between the interest computed at a rate of 10% per year and the interest payable to the lender on the balance of this loan for the period from 1 March 1982 to 28 February 1983.

No contribution to interest is payable by the Government towards the additional interest provided for in the

sixth paragraph of section 17, towards interests on arrears nor towards the interest accrued from 1 March 1983 on the unpaid balance of any additional loan.

The contribution to interest payment referred to in the first paragraph is paid by the Bureau to the lender, by cheque payable jointly to the lender and to the borrower, at the following times :

(a) from 1 March 1982 : in respect to accrued interest under the terms of the paper witnessing to the loan, on the amount disbursed for the additional loan, provided that the Bureau received at least 1 month before that date the statement referred to in subsection 2 of section 29 ;

(b) from the due date for each of the subsequent interest payments : in respect of the interest due on that date, provided that at least 1 month before that, the Bureau received from the lender information showing that there were at that time no arrears of principal, interest or costs of a total exceeding 150 \$ on the additional loan.

The fourth and fifth paragraphs of section 20 apply *mutatis mutandis* to this section.

**23.** Despite subparagraph *b* of the third paragraph of section 20, section 21, and subparagraph *b* of the third paragraph of section 22, where, in conformity with section 15, new conditions for repayment are established, it is assumed that there are no arrears on the principal, interests and costs in respect of this loan, and the payment of the contribution to interest payments referred to in sections 20, 21 and 22 is payable in the manner prescribed in these sections.

## **DIVISION VI** **DOCUMENT CONFIRMING A LOAN**

**24. Proof of loan :** Every loan made to a producer must be receipted by a note in accordance with Form (6) CS-1 appearing in Schedule 1, an acknowledgement of debt in accordance with Form (6) CS-2, appearing in Schedule 2, or a deed of loan.

**25. Proof of additional loan :** Every additional loan made by a producer must be receipted by a note in accordance with Form (6) CS-3 shown in Schedule 3, an acknowledgement of debt in accordance with Form (6) CS-4 shown in Schedule 4, or a deed of loan.

## **DIVISION VII** **TRANSFER OF LOAN**

**26. Transfer of loan :** A producer who wishes, at the time of the alienation of the farm he operates, to obtain the transfer of a loan or of an additional loan, as the case may be, to a third party, must obtain prior authorization in writing from the Bureau and from the lender. This authorization may be given only if the third party is a breeder, a finisher or a breeder-finisher and if his general financial situation and total income from all sources do not enable him to make up the difference between the price he obtains for a designated production and the cost of that production based on foreseeable expenses from the expected date of alienation of the farm until 1 March 1983.

The authorization of the Bureau referred to in the first paragraph may be given by any person appointed for this purpose by the Bureau.

Any transfer made in conformity with the first paragraph does not cancel the right to insurance referred to in the third paragraph of section 6 of the Act.

## **DIVISION VIII** **SECURITY WHICH MAY BE REQUIRED OF THE PRODUCER**

**27. Security for loans :** To guarantee the repayment of a loan, the Bureau may require the producer to furnish the lender with moveable or immovable securities or security furnished in the form of a surety by a third party. It may also require that the producer insure and keep insured against fire and other risks mentioned in the additional coverage endorsement in the lender's favour, property constituting moveable securities and buildings constituting immovable securities and that he transfer to the lender, as security for a loan, his rights to compensation that may be paid to him under a scheme established in accordance with the Act respecting farm income stabilization insurance.

## **DIVISION IX** **DOCUMENTS TO BE FURNISHED**

**28. Documents to be furnished :**

(1) **By the producer :** In addition to the papers mentioned in section 3, the Bureau and the lender may, before and after the granting of a loan, require from the producer any document as proof that the producer has fulfilled or continues to fulfil the provisions of the Act and the Regulation. The Bureau may also require the submission of any statements of account, invoices or other vouchers related to the operations of the producer, to debts payable from the proceeds of the loan, the monetary expenses actually

incurred by him after 1 September 1979 until the date of the loan application, where it applies to a finisher or breeder-finisher, or after 1 January 1980 until the date of the loan application, where it applies to a breeder, and the submission of an estimate of predictable expenses from the date of that application until 31 December 1980.

(2) **By the lender :** In addition to the papers required pursuant to sections 15, 16 and 31, the lender must submit to the Bureau :

(a) within 10 days of the date on which the loan is disbursed, but not later than 10 January 1981, a statement showing the number of the certificate, the amount of the loan, the name and address of the producer to whom the loan was made, the rate of interest, and the amount and date of each disbursement ;

(b) at the time of each repayment made in advance by a borrower, a written notice indicating the date and amount of the repayment so made ;

(c) when a loan has been repaid in full, a written notice stating the name and address of the borrower, the number of the certificate under which the loan was authorized, the original amount of the loan and the date and amount of the last payment of principal ;

(d) where, in the situation described in the second paragraph, there are arrears of principal, interest and costs exceeding 150 \$ on the most recent statement, a written notice showing that a sufficient payment has been made to the lender to pay those arrears or to reduce them to an amount not exceeding 150 \$.

On the due date for each payment of principal of a loan, the Bureau shall send to the lender a loan statement based on information available to the Bureau. That statement must be checked, completed and corrected if necessary, dated and signed by the lender and returned to the Bureau within 30 days following its receipt.

## **29. Documents to be submitted for an additional loan :**

(1) **By the producer :** In addition to the papers mentioned in section 4, the Bureau and the lender may, before and after the granting of an additional loan, require from the producer any document as proof that the producer has fulfilled or continues to fulfil the provisions of the Act and the Regulation. The Bureau may also require the submission of any statement of account, invoices or other vouchers related to the operations of the producer, to debts payable from the proceeds of the loan, expenditures actually incurred by him after 1 January 1981 until the date of the loan application, and where it applies, the submission of an estimate of foreseeable expenses from the date of that application until 1 October 1981.

(2) **By the lender :** In addition to the papers required under sections 15, 16 and 31, and under subparagraphs *b*, *c* and *d* of the first paragraph of subsection 2 and of the second paragraph of the said subsection of section 28, as the case may be, the lender must submit to the Bureau within 10 days of the date on which the loan is disbursed, but not later than 10 October 1981, a statement showing the number of the certificate, the amount of the loan, the name and address of the producer to whom the loan was made, the rate of interest, and the amount and date of each disbursement.

## **DIVISION X DEFAULT OF REPAYMENT BY THE BORROWER**

**30. Procedure in case of default :** Unless the lender grants the borrower an extension of time to repay the balance of a loan in conformity with section 15, the lender must, if the borrower is in default with respect to an instalment and the balance of the loan becomes payable, take the necessary steps :

(a) to recover payment of the loan ;

(b) or obtain any additional security ;

(c) or realize on his security ; or

(d) come to an arrangement with or make a concession to a third party ;

the whole without prejudice to the lender's entitlement to the guarantee provided for in section 6 of the Act.

Where a borrower eligible to participate in a farm income stabilization insurance scheme, established under the Act respecting farm income stabilization insurance and covering the production of piglets for fattening, does not join, or having joined, does not remain a member, the Bureau may require that the lender demand full repayment of the balance of the loan.

## **DIVISION XI FINAL PROVISIONS**

**31. Reports to the Bureau :** If a lender finds that a loan has been obtained on the strength of an intentionally false declaration by the borrower or by another person, or that a borrower has used all or part of the proceeds of a loan for purposes other than those for which it was obtained or has ceased to satisfy the conditions necessary to benefit from the Act or has parted with the pledged property, the lender must, in addition to fulfilling the other obligations provided for in the Act and the Regulation, report such infringement or default immediately to the Bureau.

**32. Terms of lease :** If the borrower is the lessee of a farm, his lease must be in writing and duly registered ; the unelapsed term of the lease plus the length of any renewal period therein stipulated shall be at least equal to the duration of the loan. A copy of the lease together with the registration certificate shall be deposited with the lender, who will retain it for the duration of the loan.

**SCHEDULE 1**

(s. 24)

(6) CS-1

Gouvernement du Québec

**AN ACT TO PROMOTE SPECIAL CREDIT TO AGRICULTURAL  
PRODUCERS DURING CRITICAL PERIODS**

(R.S.Q., c. C-79)

**Regulation respecting special credit for hog producers**

(R.R.Q., c. C-79, r.1)

**NOTE**

..... \$ Application No ..... 19.....

For value received, I promise to pay to the order of .....  
(Name of bank)

at its ..... branch .....  
 the sum of ..... dollars  
 (hereinafter called the "principal"), in equal and consecutive semi-annual instalments of .....  
 dollars ( \$ ) each. I promise to pay the first of these instalments on the first day of March 1981 and  
 the others regularly thereafter until the ..... day of ..... 19.....

I also promise to pay regularly, at the same time as the instalments of principal, whether before or after  
 the due date, interest on the outstanding principal at the rate of \*.....% per annum, the said interest to run  
 from ..... day of ..... 19..... and the rate thereof to be changed whenever  
 the bank's prime rate at its head office changes so that it will automatically be adjusted to the said prime rate,  
 plus .....% per annum, less .....% per annum.

(strike out the words that do not apply)

\*\* .....

Partial payments shall be applied first against the accrued interest.

If any instalment of principal or accrued interest remains unpaid after the date on which it falls due,  
 the whole of the principal and accrued interest shall forthwith become due and payable at the discretion  
 of the bank.

.....

.....

\* Enter here a rate of interest not exceeding the bank's prime rate at its head office, plus ½ %. If a higher rate is entered, the bank may not charge  
 more than its prime rate plus ½ %, in conformity with section 17 of the Regulation respecting special credit for hog producers (R.R.Q., c. C-79,  
 r.1).

\*\* The parties must initial the agreement here.

**SCHEDULE 2**

(s. 24)

(6) CS-2

Gouvernement du Québec

**AN ACT TO PROMOTE SPECIAL CREDIT TO AGRICULTURAL  
PRODUCERS DURING CRITICAL PERIODS**

(R.S.Q., c. C-79)

**Regulation respecting special credit for hog producers**

(R.R.Q., c. C-79, r.1)

**ACKNOWLEDGEMENT OF DEBT**Date of  
maturity

day	month	yr.

Application  
number

--

Folio of  
borrower

--

Loan  
No.

--

..... \$ ..... 19.....

I, the undersigned, acknowledge having borrowed and received from the caisse .....  
..... the sum of ..... dollars  
(hereinafter called the "principal") and I hereby bind myself to repay that sum to it at its head office within  
a period of ..... in equal and consecutive semi-annual instalments  
(years or months)

of ..... dollars ( \$ ) each, the first of such instalments to fall due on the first day of March 1981.

I also promise to pay regularly, in addition to and at the same time as the instalments of principal and at,  
interest on the unpaid principal at the rate of \* ..... % per annum, the said interest to run from .....  
day of ..... 19..... and the rate thereof to be changed whenever the prime rate of the  
majority of chartered banks doing business in Québec changes so that it will automatically be adjusted to the said  
prime rate, plus. .... % per annum, less. .... % per annum.  
(strike out the words that do not apply)

\*\* .....

I also promise to pay regularly, in addition to and at the same time as the instalments of principal,  
additional interest at the rate of ..... % per annum on the outstanding principal in consideration of the fact  
that the loan covered by this acknowledgement of debt is accompanied by an insurance policy on my life  
the premium of which is paid by the caisse.

I agree that any partial payment shall be applied first against the accrued interest.

I agree that if any instalment of the principal or accrued interest remains unpaid after the due date, the  
whole of the principal and accrued interest shall become immediately due and payable at the discretion of  
the caisse. In such a case, the caisse may at any time and without notice pay my debt with any sum that may be  
payable to me as capital, savings deposit, interest or in any other way.

.....

.....

\* Enter here a rate of interest not exceeding the prime rate defined in section 17 of the Regulation respecting special credit for hog producers  
(R.R.Q., c. C-79, r.1), plus ½ %. If a higher rate is entered, the caisse may not charge more than the prime rate plus ½ %, in conformity with said  
section.

\*\* The parties must initial the agreement here.

**SCHEDULE 3**

(s. 25)

Gouvernement du Québec

(6) CS-2

**AN ACT TO PROMOTE SPECIAL CREDIT TO AGRICULTURAL  
PRODUCERS DURING CRITICAL PERIODS**

(R.S.Q., c. C-79)

**Regulation respecting special credit for hog producers**

(R.R.Q., c. C-79, r.1)

**NOTE**

..... S Application No..... 19.....

For value received, I promise to pay to the order of .....  
(name of bank)at its ..... branch .....  
the sum of ..... dollars  
(hereinafter called the "principal"), the principal to be repaid as follows: .....  
.....  
.....I also promise to pay regularly interest on the outstanding principal at the rate of \*.....% per annum,  
accrued from the date of each loan disbursement as follows: .....  
.....The rate thereof to be changed whenever the bank's prime rate at its head office changes so that it will  
automatically be adjusted to the said prime rate, plus .....% per annum, less .....% per annum.

(strike out the words that do not apply)

\*\* .....

Partial payments shall be applied first against the accrued interest.

If any instalment of principal or accrued interest remains unpaid after the date on which it falls due, the  
whole of the principal and accrued interest shall forthwith become due and payable at the discretion of the  
bank......  
.....\* Enter here a rate of interest not exceeding the bank's prime rate at its head office, plus ½ %. If a higher rate is entered, the bank may not charge  
more than its prime rate plus ½ %, in conformity with section 17 of the Regulation respecting special credit for hog producers (R.R.Q., c. C-79,  
r.1).

\*\* The parties must initial the agreement here.



**SCHEDULE 4**  
(s. 25)

**GOUVERNEMENT DU QUÉBEC**

**AN ACT TO PROMOTE SPECIAL CREDIT TO AGRICULTURAL  
PRODUCERS DURING CRITICAL PERIODS**

(R.S.Q., c. C-79)

**Regulation respecting special credit for hog producers**

(R.R.Q., c. C-79, r.1)

**ACKNOWLEDGEMENT OF DEBT**

Date of  
maturity

day	month	yr.

Application  
number

--

Folio of  
borrower

--

Loan  
No.

--

..... S

..... 19.....

I, the undersigned, acknowledge having borrowed and received from the caisse ..... the sum of ..... dollars (hereinafter called the "principal") and I hereby bind myself to repay that sum to it at its head office, the principal to be paid as follows : .....

.....

.....

.....

I also promise to pay interest on the outstanding principal at the rate of \*.....% per annum, accrued from the date of each loan disbursement as follows : .....

.....

.....

The rate thereof to be changed whenever the prime rate of the majority of chartered banks doing business in Québec changes so that it will automatically be adjusted to the said prime rate, plus. .... % per annum, less ..... % per annum.

(strike out the words that do not apply)

\*\* .....

I also promise to pay as follows : .....

.....

additional interest at the rate of .....% per annum on the outstanding principal in consideration of the fact that the loan covered by this acknowledgement of debt is accompanied by an insurance policy on my life the premium of which is paid by the caisse.

I agree that any partial payment shall be applied first against the accrued interest.

I agree that if any instalment of the principal or accrued interest remains unpaid after the due date, the whole of the principal and accrued interest shall become immediately due and payable at the discretion of the caisse. In such a case, the caisse may at any time and without notice pay my debt with any sum that may be payable to me as capital, savings deposit, interest or in any other way.

.....

.....

\* Enter here a rate of interest not exceeding the prime rate defined in section 17 of the Regulation respecting special credit for hog producers (R.R.Q., c. C-79, r.1), plus ½ %. If a higher rate is entered, the caisse may not charge more than the prime rate plus ½ %, in conformity with said section.

\*\* The parties must initial the agreement here.



c. C-80, r.1

## Regulation respecting public curatorship

Public Curatorship Act  
(R.S.Q., c. C-80, s. 39)

### DIVISION I MEDICAL CERTIFICATES AND SUMMARY ACCOUNT

**1.** The superintendant or director of a hospital centre in which a patient is treated and certified to be incapable of administering his property shall furnish the public curator with :

(a) a certificate of incapacity stating the name of the hospital centre, the name of the patient, his medical record number, the reasons for his incapacity, the date of examination of the patient and the name of the attending psychiatrist. The certificate shall also contain the address of the place where the patient shall be if he leaves the hospital centre (Schedule Form A) ;

(b) a summary account of the patient's property including his medical record number, his name, age, sex, occupation and address, his civil status, his marital status, the surname, name and address of his spouse ; where possible, there should be included the names of his dependants and the name and address of his next of kin or of the person who accompanied the patient to the hospital centre (Schedule Form B).

**2.** The certificate of capacity must state the name of the hospital centre, the patient's name, his medical record number, the reasons for his capacity, the date of examination of the patient and the name of the attending psychiatrist. The certificate shall also contain the address of the place where the patient shall be if he leaves the hospital centre.

**3.** The certificate of capacity shall be issued by the medical superintendant or director of the hospital centre in which the patient is treated (Schedule Form C).

### DIVISION II NOTIFYING THE PUBLIC CURATOR OF JUDGEMENTS

**4.** A certified copy of the final judgment cancelling the certificate of incapacity must be delivered to the public

curator at his office by a bailiff or sent by registered or certified mail.

**5.** Every judgment respecting a tutorship or curatorship must be delivered to the public curator at his office by a bailiff or sent by registered or certified mail.

**6.** The clerk of a court of criminal jurisdiction shall send a certified copy of every sentence of death or life imprisonment to the public curator at his office by registered or certified mail, and shall include the name and address of the penal institution where the sentence is to be carried out.

### DIVISION III NOTICES TO THE PUBLIC CURATOR

**7.** Notice of absence to the public curator may be given by the sworn declaration of a relative, neighbour or any other responsible person who was well acquainted with the absentee and aware of his disappearance, stating the circumstances of, and if possible the reasons for, his departure, his last address in Québec and date of leaving, and the fact that no intelligence of his existence has been received by any person since his departure, or notice in any additional manner which conforms with the rules of evidence laid down by the Civil Code and the Code of Civil Procedure (R.S.Q., c. C-25).

**8.** Notice to the public curator of the impossibility of tracing the owner of property situated in Québec, or the heirs of such owner, or the beneficiary of an insurance policy, shall be given by sworn declaration stating the duration, nature and extent of the search and including, if possible, evidence similar to that of absence, or in any additional manner which conforms with the rules of evidence laid down by the Civil Code and the Code of Civil Procedure.

**9.** Notice to the public curator of the abandonment of property by a dissolved corporation shall consist in furnishing the public curator with the deed of incorporation and the official declaration of its dissolution together with the notice published in the *Gazette officielle du Québec* or *The Canada Gazette*, or the judicial order of its forfeiture, as well as a certified copy of the judgment rendered in accordance with article 832 of the Code of Civil Procedure, and, where necessary, all title deeds to the abandoned property with a certificate of all searches made to date and a land surveyor's plan if immovable property is concerned, or in any additional manner which conforms with

the rules of evidence laid down by the Civil Code and the Code of Civil Procedure.

**10.** Notice of acceptance of the succession of a person under the administration of the public curator shall be made by a sworn or notarial declaration sent to the public curator, or in any other manner in conformity with the rules of evidence laid down by the Civil Code and the Code of Civil Procedure.

#### **DIVISION IV UNCLAIMED SUMS OF MONEY**

**11.** The holder of the sums of money contemplated in paragraph *e* of section 12 of the Public Curatorship Act (R.S.Q., c. C-80) shall deliver to the public curator the certificate number, the name and last known address of the bearer where necessary, as well as the date on which he paid the last dividend, bonus or interest. A person claiming the said sums must do so in conformity with section 10.

#### **DIVISION V NOTICE TO THIRD PARTY**

**12.** Notice or capacity must contain the name of the succession, the place and date of its devolution and the notice to all its creditors and debtors (Schedule Form D).

**13.** The registering of the seizin or the right of administration by the public curator of an immovable shall be made upon deposit of his certificate attesting such seizin or right of administration and giving the official cadastral description of the immovable (Schedule Form E). The cancellation of such registration is made in accordance with Schedule Form F.

#### **DIVISION VI INVENTORY**

**14.** An inventory shall be made by deed under private writing in the presence of a witness who is unacquainted with the public curatorship and, where possible, a family member or acquaintance of the owner of the property under inventory. It must be signed by its author and the witness, and bear the date and name of the place where it was made. It shall establish the assets and liabilities in respect of moveable and immovable property, business concerns, etc., which from the estate entrusted to the administration of the public curator.

#### **DIVISION VII DUTIES OF THE CURATOR, TUTOR AND SUBROGATE TUTOR**

**15.** The curator, tutor and, if need be, the subrogate tutor must submit to the public curator, within a period not exceeding 30 days after their appointment, a certified copy of the inventory stipulated in the Civil Code (article 292) and in the Code of Civil Procedure (article 916).

**16.** The curator, tutor and, if need be, the subrogate tutor must submit to the public curator, within 60 days from the day of their appointment, an annual report of their administration (Schedule Forms G and H).

**17.** The curator, tutor and, if need be, the subrogate tutor must, at the end of their administration, submit to the public curator a rendering of accounts.

**18.** In every case, the financial statement prepared by a private curator or tutor must be audited by a public accountant recognized by law except in cases where the public curator, because of the insignificant value of the property or for sound reasons, exempts the private curator or the tutor from such audit.

#### **DIVISION VIII SALE BY AUCTION**

**19.** The sale by auction of moveable property valued at less than 3 000 \$ shall be made at the most favourable place after notice has been given thereof in an English or French language newspaper, or in both, or at the place of auction, within a reasonable period of time prior to the auction.

#### **DIVISION IX RENDERING OF ACCOUNTS**

**20.** The public curator shall render a final and detailed account to the person under his administration, or to the entitled parties, or to the representative duly commissioned by judicial order or procuration in accordance with the Act (Schedule Form I).

#### **DIVISION X TARIFF**

**21.** For the services that he is called upon to render under the Act, the public curator shall be entitled to recover not only his expenses but also the fees established by Schedule J.

**DIVISION XI**  
**RATE OF INTEREST**

**22.** The rate of interest mentioned in section 30 of the Act is fixed at  $8\frac{1}{2}\%$  per annum.

**FORM A**

(s. 1)

**CERTIFICATE OF INCAPACITY TO ADMINISTER PROPERTY**

I, the undersigned psychiatrist, do hereby certify that on the ..... day of ..... 19.....

I personally examined .....  
 (Name of patient in full)

After making due inquiry into all the facts necessary for me to form a satisfactory opinion, I do hereby recommend that the abovementioned person be declared incapable of administering his property.

Facts indicating incapacity observed by myself:

.....  
 .....  
 .....

.....  
 (Name in block letters)

.....  
 (Signature)

Hospital medical record .....

I, the undersigned superintendent or medical director of hospital centre .....

..... do hereby certify that .....  
 is incapable of administering his property.

The patient presently resides at .....

.....

This ..... day of ..... 19.....

.....  
 (Name in block letters)

.....  
 (Signature)

**FORM B**

(s. 1)

**SUMMARY ACCOUNT OF PROPERTY**

1. Name of patient ..... Sex ..... Date of birth .....  
*(If married woman-give maiden name)*
2. Address: .....  
                     *No                                    Street                                    Municipality                                    County*
3. Civil Status:      single.....religious orders .....married.....  
                               widowed.....divorced.....separated.....
4. If married : Marital contract status : .....
5. If marriage contract : ..... Name of notary : .....
6. Occupation : ..... Employer : .....
7. Address of employer: .....  
                                     *Number                                    Street                                    Municipality*
8. Social insurance number: .....
9. Health insurance number: .....
10. Old age security number: .....
11. Social welfare number: ..... Region .....
12. FAMILY

	Name	Address	Age
Father:	.....	.....	.....
Mother:	.....	.....	.....
Brothers and sisters:	.....	.....	.....
	.....	.....	.....
Spouse:	.....	.....	.....
Children:	.....	.....	.....
	.....	.....	.....
	.....	.....	.....
	.....	.....	.....

Form received by hospital centre on ..... 19.....

Form sent to curator on ..... 19.....

Form received by curator on ..... 19.....

Admitted to hospital centre..... No .....

Date ..... 19.....

13. Give the name of debtors : ..... Amount owing .....

14. List debts of patient, if any .....

**15. PROPERTY OF PATIENT, IF ANY:**

house ..... address .....

land ..... address .....

farm ..... address .....

business ..... address .....

automobile (truck, etc.) .....

financed: ☐ Yes ☐ No

In whose possession is such property during his illness? .....

## 16. INSURANCE AND ANNUITIES

Name of company	Policy number
Life: .....	.....
Fire: .....	.....
Health: .....	.....
Automobile: .....	.....
Others: .....	.....

17. Name of patient's BANK : .....

18. Address: .....  

*Number*
*Street*
*Municipality*
*County*

19. In whose possession is the bank book? .....

20. Number of safety deposit box : .....

21. Other property, if any : .....

22. Stocks : .....

23. Bonds and debentures : .....

24. Other : ..... Total value .....

25. In whose possession? .....

26. Does the patient have a will?    ☐ Yes    ☐ NoSigned at .....  

(Signature of informant)

Address .....  
.....

Date ..... 19.....

**FORM C**

(s. 3)

**CERTIFICATE OF CAPACITY TO ADMINISTER  
PROPERTY**

I, the undersigned psychiatrist, do hereby certify that on the ..... day of ..... 19.....

I, personally examined .....

*(Name of patient in full)*

After making due inquiry into all the facts necessary for me to form a satisfactory opinion, I do hereby recommend that the above mentioned person be declared capable of administering his property.

Facts indicating capacity observed by myself: .....

.....

.....

.....

*(Name in block letters)**(Signature)*

Hospital medical record: .....

I, the undersigned superintendent or medical director of the hospital .....

..... do hereby certify that .....

is capable of administering his property.

The patient presently resides at .....

.....

This ..... day of ..... 19.....

*(Name in block letters)**(Signature)*



**FORM D**

(s. 12)

**NOTICE OF CAPACITY****Public Curatorship**

Estate of the late .....

In his lifetime of ..... Deceased .....

The undersigned hereby gives notice that under the authority of the Public Curatorship Act (R.S.Q., c. C-80), he is *ex-officio* trustee to such estate, and he will receive, at the address mentioned below, payment of any debt owed this estate and proof of any claim against it.

The Public Curator of Québec  
800 Place Victoria  
Montréal H4Z-1J6

**FORM E**

(s. 13)

**APPOINTMENT OF CURATOR****Notice to registrar**

To the registrar of the registration division of .....

Sir,

The undersigned hereby gives notice that:

1. Under the authority of the Public Curatorship Act (R.S.Q., c. C-80) he is administrator of the immoveable hereinafter described, namely :

**DESCRIPTION**

.....  
.....  
.....  
.....

2. Under section 20 of the Public Curatorship Act you are bound to inform the public curator of Québec of every registration subsequent to this registration .

3. The address of the public curator of Québec is as follows:

The Public Curator of Québec  
800 Place Victoria  
Montréal H4Z-1J6

You are required by the undersigned to enter advice of this notice in your register in conformity with the provisions of the Act.

IN WITNESS WHEREOF I have signed at Montréal, this.....

....., under oath of office.

The Public Curator of Québec

**FORM F**

(s. 13)

**END OF CURATORSHIP****Notice to registrar**

To the registrar of the registration division of .....

Sir,

I, the undersigned, public curator of Québec, do hereby certify that I have terminated my administration of the immoveable described hereinafter, namely:

**DESCRIPTION**

.....  
 .....  
 .....  
 .....

Consequently, you are required to cancel my notice of appointment registered at your office on .....  
 ....., under number.....  
 ....., concerning the aforementioned immoveable.

IN WITNESS WHEREOF I have signed at Montréal, this.....  
 ....., under oath of office.

The Public Curator of Québec

.....

**FORM G**

(s. 16)

**REQUEST FOR INVENTORY FROM CURATORS  
AND TUTORS**

In order to comply with section 31 of the Public Curatorship Act (R.S.Q., c. C-80), you are required to send to the public curator of Québec a certified copy of the inventory of the property entrusted to your administration, as prescribed by the Civil Code (article 29) and the Code of Civil Procedure (R.S.Q., c. C-25, article 916), within 30 days from the day of your appointment.

*Registered or certified*

**FORM H**

(s. 16)

**ANNUAL REPORT OF CURATORS AND TUTORS***Name of person under administration*..... **File number** .....**ASSETS**

	<i>Balance sheet of previous year</i>	<i>Balance sheet of current year</i>
<i>Assets</i>		
.....	xxx,xx	xxx,xx
.....	xxx,xx	xxx,xx
.....	xxx,xx	xxx,xx
	<u>xxxx,xx</u>	<u>xxxx,xx</u>
<i>Investments</i>		
.....	xxxx,xx	xxxx,xx
.....	xxxx,xx	xxxx,xx
	<u>xxxx,xx</u>	<u>xxxx,xx</u>
<i>Fixed assets</i>		
.....	xxxx,xx	xxxx,xx
.....	xxxx,xx	xxxx,xx
	<u>xxxx,xx</u>	<u>xxxx,xx</u>
<i>Other assets</i>		
.....	xxx,xx	xxx,xx
.....	xxx,xx	xxx,xx
<b>Total assets</b>	<u>xxx,xx</u>	<u>xxx,xx</u>
	<u>xxxxx,xx</u>	<u>xxxxx,xx</u>

**LIABILITIES**

<i>Liabilities</i>		
.....	xxx,xx	xxx,xx
.....	xxx,xx	xxx,xx
	<u>xxxx,xx</u>	<u>xxxx,xx</u>

*Long term debts*

.....	XXXXX,XX	XXXXX,XX
.....	XXXX,XX	XXXX,XX
	<u>XXXXX,XX</u>	<u>XXXXX,XX</u>

*Capital*

Initial balance .....	xxx,xx	xxx,xx
Excess of revenue over expenditure .....		xxx,xx
Balance .....	<u>xxx,xx</u>	<u>xxx,xx</u>
	<b>Total liabilities</b>	<u><u>XXXXX,XX</u></u>
		<u><u>XXXXX,XX</u></u>

Signature: ..... Date: .....

*Revenue and Expenditure*

for the period .....19..... to ..... 19.....

*Name of person under administration*

.....

*Revenue*

.....	XXXX,XX	
.....	XXXXX,XX	
.....	XXXX,XX	
.....	<u>XXXX,XX</u>	
	<b>Total revenue</b>	XXXXX,XX

*Expenditure*

.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	xxx,xx	
.....	<u>xxx,xx</u>	
	<b>Total expenditure</b>	<u>XXXXX,XX</u>
Excess of revenue over expenditure		<u><u>XXXXX,XX</u></u>

**FORM I**

(s. 20)

**PUBLIC CURATORSHIP****Rendering of accounts***Name of person under administration*

..... File number .....

**ASSETS**

	<i>Initial Balance sheet</i>	<i>Final Balance sheet</i>
<i>Assets</i>		
.....	XXXX,XX	XXXX,XX
.....	XXXX,XX	XXXX,XX
	XXXX,XX	XXXX,XX
<i>Investments</i>		
.....	XXXX,XX	XXXX,XX
.....	XXXX,XX	XXXX,XX
	XXXX,XX	XXXX,XX
<i>Fixed assets</i>		
.....	XXXX,XX	XXXX,XX
.....	XXXX,XX	XXXX,XX
	XXXX,XX	XXXX,XX
<i>Other assets</i>		
.....	XXX,XX	XXX,XX
.....	XXX,XX	XXX,XX
	XXX,XX	XXX,XX
<b>Total assets</b>	<b>XXXXX,XX</b>	<b>XXXXX,XX</b>

**LIABILITIES**

<i>Liabilities</i>		
.....	XXX,XX	XXX,XX
.....	XXX,XX	XXX,XX
	XXXX,XX	XXXX,XX
<i>Long term debts</i>		
.....	XXXXX,XX	XXXXX,XX
.....	XXXX,XX	XXXX,XX
	XXXXX,XX	XXXXX,XX
<b>Total liabilities</b>	<b>XXXXX,XX</b>	<b>XXXXX,XX</b>

**CAPITAL**

Initial balance	XXXXX,XX	XXXXX,XX
Excess of revenue over expenditure		XXXX,XX
Balance	XXXXX,XX	XXXXX,XX
<b>Total liabilities and capital</b>	<b>XXXXX,XX</b>	<b>XXXXX,XX</b>

**Public Curatorship****Revenue and expenditure**

for the period ..... 19..... to ..... 19

*Name of person under administration*

.....

**Revenue**

.....	XXXX,XX
.....	XXXX,XX
.....	XXXX,XX
.....	XXXX,XX
.....	XXXX,XX
.....	XXXX,XX

Total revenue

xxxxx,xx

**Expenditure**

.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx
.....	xxx,xx

**Fees of public curator:**

.....	xx,xx
.....	xx,xx
.....	xx,xx
.....	xx,xx
.....	xx,xx
.....	xx,xx

Total expenditure

xx,xx

xxxxx,xx

Excess of revenue over expenditure

xxxxx,xx

**Public Curatorship****Receipts and disbursements**

for the period ..... 19..... to ..... 19.....

*Name of person under administration*  
.....

Initial balance in hand

XXXX,XX

*Receipts*

..... XXX,XX

..... XXX,XX

..... XXX,XX

XXXX,XX

XXXXX,XX

*Disbursements*

..... XXX,XX

..... XXX,XX

..... XXX,XX

..... XXX,XX

XXXXX,XX

XXXXX,XX

Final balance in hand (cheque enclosed)

**SCHEDULE J**

(s. 21)

**PUBLIC CURATORSHIP TARIFF****DIVISION I****PERSONS INCAPABLE OF ADMINISTERING  
THEIR PROPERTY***§1. Initial inventory***1.** For services in respect of the initial inventory, a fixed charge of 20 \$ for each case.*§2. Administration***2. Receipts and disbursements :** 3% of all non-capital receipts and disbursements, with a minimum charge of 1 \$ for each transaction ;

1½ % of all capital receipts and disbursements subsequent to the initial inventory with a minimum charge of 1 \$ for each transaction, except :

(a) revenues from immoveables : 5% of the gross revenue ;

(b) sale of immoveables :

i. by an agent, 1% of the sale price with a minimum charge of 25 \$ ;

ii. without an agent, 5% of the sale price with a minimum charge of 25 \$ ;

(c) purchase and sale of bonds, stocks and shares : ½ of 1% of the capital, with a minimum charge of 2 \$ ;

(d) sale of personal property : 5% of the gross sale proceeds, with a minimum charge of 10 \$.

**3. Value of administered property :** On the total value of the property, an annual charge of ¼ of 1%, with a minimum charge of 10 \$.*§3. Rendering of accounts***4.** For the preparation of accounts to be rendered, namely : the initial and final balance sheets of the public curator's administration, the statement of revenues and expenditures and a statement of receipts and disbursements ; for the preparation of the discharge and handing over of property, a fixed charge of 20 \$.

## DIVISION II VACANT SUCCESSIONS

### §1. *Vacant successions settlement*

**5.** The public curator being curator *ex officio* of a succession known or declared to be vacant, must obtain and classify the papers, documents and information necessary to the preparation of declarations and inventories, and all correspondence pertaining thereto ; he must prepare the declarations to be made to the collectors of succession duties ; prepare and sign statutory forms ; forward the documents to the collectors ; see to the correspondence in respect of tax payments, and the receipt of disposal permits ; prepare transfer declarations such as banks, insurance or security deposits and forward such transfer declarations and accompanying documents ; the fees for the aforementioned described work are 2½ % of the gross assets of the settled succession, with a minimum charge of 100 \$.

### §2. *Administration*

**6.** **Receipts and disbursements :** 5% of all non-capital receipts and disbursements, with a minimum charge of 2 \$ ;

2½ % of all capital receipts and disbursements subsequent to the initial inventory with a minimum charge of 2 \$, except :

(a) sale of immoveables :

i. by an agent, 2% of the sale price with a minimum charge of 50 \$ ;

ii. without an agent, 7% of the sale price with a minimum charge of 50 \$ ;

(b) sale of bonds, stocks and shares : 2½ % of the capital, with a minimum charge of 4 \$ ;

(c) sale of personal property : 10% of the gross sale proceeds, with a minimum charge of 20 \$.

**7.** **Value of administered property :** On the total value of the property, an annual charge of 1¼ %, with a minimum charge of 20 \$.

### §3. *Rendering of accounts*

**8.** For the preparation of accounts to be rendered, namely : the initial and final inventory of the public curator's administration, the statement of revenues and expenditures and a statement of receipts and disbursements, both revenue and capital ; for the preparation of the discharge and handing over of property, a fixed charge of 100 \$.

## DIVISION III OTHER PROPERTY DESCRIBED IN SECTION 12 a, b, c, d, e, f OF THE PUBLIC CURATORSHIP ACT

### §1. *Initial inventory*

**9.** For the total inventory of any case contemplated in this Division, the fees are 2½ % of the gross assets, with a minimum charge of 100 \$.

### §2. *Administration*

**10.** **Receipts and disbursements :** 5% of all receipts and disbursements, with a minimum charge of 5 \$, except :

(a) sale of immoveables :

i. by an agent, 2% of the sale price with a minimum charge of 50 \$ ;

ii. without an agent, 7% of the sale price with a minimum charge of 50 \$ ;

(b) sale of bonds, stocks and shares : 2½ % of the capital, with a minimum charge of 4 \$ ;

(c) sale of moveable property : 10% of the gross sale proceeds, with a minimum charge of 20 \$.

**11.** **Value of administered property :** On the total value of the property, an annual charge of 1¼ % with a minimum charge of 20 \$.

### §3. *Rendering of accounts*

**12.** For the preparation of accounts to be rendered, namely : the initial and final inventory on the public curator's administration, the statement of revenues and expenditures and a statement of receipts and disbursements ; for the preparation of the discharge and handing over of property, a fixed charge of 100 \$.

## DIVISION IV SPECIAL SERVICES

**13.** **Discharge :** For services pertaining to the preparation, revision, signature and registration of a discharge, a minimum charge of 20 \$.

**14.** **Operation of an enterprise or business :** For the operation of an established enterprise or business, 1% of the gross receipts and 1% of disbursements.

**15.** **Public notice :** For the preparation of any notice, request for tenders, or any other document to be posted in



a public place or published in journal, a fixed charge of 10 \$.

#### **16. Interdiction and curatorship :**

(1) For receipt and study of any application for interdiction made to the public curator and the correspondence pertaining thereto, a charge of 5 \$.

(2) For receipt and study of any judgment handed down to or sent to the public curator and appointing a curator to a mental patient, to an absentee or to property abandoned by a dissolved corporation, and the correspondence related thereto, a charge of 5 \$.

**17. Special inquiry :** The public curator, in seeking information on any matter committed to his management and necessary to this stewardship thereof, may hold a "special inquiry" as provided for in section 21 of the Public Curatorship Act (R.S.Q., c. C-80) and pursuant to the Act respecting public inquiry commissions, (R.S.Q., c. C-37), and, in addition to his disbursements, charge such fees as those of a special technical or legal adviser and an official stenographer :

(a) for the preparation of a notice of convocation : 5 \$ ;

(b) for the assigning of a witness : 5 \$ ;

(c) for presiding at each sitting of the committee : 100 \$ ;

(d) for the assistance of the legal adviser to the public curator ; for each sitting : 50 \$ ;

(e) for the compilation of facts and information to be made known and proved and for the preparation and drawing up of the examination : minimum charge of 150 \$.

**18. Tax declarations :** For the preparation of the tax declaration of any person incapable of administering his property, a charge according to the importance of the work done, with a minimum of 5 \$.

In cases of vacant successions, the tariff shall be calculated on the same basis with a minimum of 10 \$.

**19. Drawing up and revision of budget :** For the drawing up of the monthly budget of a person incapable of administering his property, or for the revision of such budget, or both at the same time, a maximum annual charge of 5 \$.

#### **20. Administrative check of private tutors and curators :**

(1) Registration upon the opening of the file, a fixed charge of 10 \$.

(2) For checking the initial inventory, a fixed charge of 5 \$.

(3) For checking the annual administration report of a private tutor or curator, a charge in accordance with the importance of the work done, with a minimum of 5 \$.

(4) The disbursements resulting from a special study shall be charged to private tutors and curators as the case may be.

**21. Declaratory instrument :** For the registration on the Index of Immoveables of a notice of the public curator's jurisdiction, a fixed charge of 20 \$.

### **DIVISION V GENERAL PROVISIONS**

**22.** For legal services, fees shall be based on the tariff of the *Barreau du Québec* and of the *Chambre des Notaires du Québec* as the case may be.

For all services rendered and not provided for in this tariff, the applicable fees shall be those fixed by the tariff for like cases, or a fee not exceeding the amount of that generally charged by a trustee for similar services.

If, for any reason such as poverty, the collection of the fees provided for by this tariff were to seriously prejudice the person under his administration or a member of such person's family or another person, the public curator shall have the right to refuse the fees in whole or in part, which are due him.



c. D-2, r.1

## Decree respecting security guards in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

Whereas, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*Le conseil des agences de sécurité et d'investigation du Québec Inc. (CASIQ) ;*

and on the other part :

*L'Union des agents de sécurité du Québec ;*

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions described in the *Gazette officielle du Québec* of 10 December 1980 ;

WHEREAS this agreement has acquired a preponderant significance and importance for establishing working conditions in the trades and occupations concerned and within the territorial jurisdiction found in this petition ;

WHEREAS the objections brought forward have been duly considered in accordance with the Act ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

That the Decree respecting security guards in the Montréal region, attached hereto, be adopted.

### 1.00. Interpretation

**1.01.** For the purposes of the Decree, the following expressions mean :

(a) "spouse" : means both the man and the woman who are married and living together or are living together as husband and wife, and who :

i. have been residing together for 3 years or for 1 year, if a child has been born of their union ; and

ii. are publicly presented as husband and wife ;

(b) "trial employee" : an employee who has not completed 60 days of work during a period of 180 days with the same employer ;

(c) "part-time employee" : an employee who usually works only part of the hours in a standard week ;

(d) "full-time employee" : an employee who usually works all the hours of the standard week ;

(e) "Class A employee" : an employee who does the work determined by the employer, without the intermediary of a higher class and also who is specially assigned to one or several of the following tasks :

i. informs persons on how to reach their destination ;

ii. watches over the employees of one of the employer's clients ;

iii. directs traffic ;

iv. gives out information ;

v. writes out traffic tickets ;

vi. patrols ;

vii. checks passes ;

viii. collects and registers found objects ;

ix. supervises to prevent the theft of objects on display ;

x. carries out searches ;

xi. prevents theft, fire and vandalism ;

(f) "Class B employee" : an employee entrusted with the direction and supervision of one or several employees in Class A ;

(g) "regular employee" : an employee who works at least 60 days in a 180-day period ;

(h) "casual employee" : an employee hired for one of the following purposes :

i. to replace a regular employee during his absence ;

ii. to work for a special occasion ;

iii. to work on a special contract for not more than 6 months.

## **2.00. Jurisdiction**

**2.01.** The territorial jurisdiction of the Decree includes administrative regions 04, 05, 06, 07, 08 and 10 as defined by the *Décret sur la division administrative du Québec* (c. D-11, r. 1).

**2.02.** The professional jurisdiction of the Decree governs security agencies and their employees.

**2.03.** The Decree does not apply to :

- (a) peace agents within the meaning of the Police Act (R.S.Q., c. P-13) ;
- (b) investigators within the meaning of the Act respecting detective or security agencies (R.S.Q., c. A-8) ;
- (c) employees whose main duty is not a security task ;
- (d) employees other than those in Class A or B ;
- (e) employees governed by another decree.

## **3.00. Hours of work**

**3.01.** The standard workweek is 44 hours.

If, in the case of an employee governed by the Decree, a government regulation establishes otherwise, the new standard workweek replaces the workweek in this section.

**3.02.** The employer may schedule employee working hours on a basis other than a weekly basis on the following conditions :

- (a) that the average for working hours is equivalent to the standard provided for in section 3.01 ;
- (b) that the employer sends a prior written notice to such effect to the parity committee.

**3.03.** Hours performed over and above the standard workweek are overtime hours.

**3.04.** Overtime hours are paid at time and a half except for premiums established on an hourly basis.

**3.05.** In order to compute overtime hours, annual vacation and holidays with pay are considered as workdays.

**3.06.** An employee is considered to be at work when he is at his employer's disposal on the work premises and he is obliged to wait to be given work.

**3.07.** An employee who reports to work at his employer's express request or during the regular course of his employment and who works less than 3 consecutive hours, is entitled, except for a fortuitous event, to an indemnity equal to 3 hours at his regular hourly rate, except if the increase for overtime hours gives him a higher amount.

This provision does not apply if the nature of the work or the conditions for performing the work requires the employee to be present several times in the same day and for less than 3 hours each time.

It does not apply if the nature or the conditions for carrying out the said work are such that the work can be completed within a 3-hour period.

## **4.00. Wages**

**4.01.** No benefits having a monetary value shall be considered in computing the minimum wage.

**4.02.** Wages are paid in cash in a sealed envelope by cheque or bank transfer.

An employee is considered as not having received the wages owed to him if the cheque he receives is not cashable within the 2 working days following receipt.

**4.03.** Wages are paid at regular intervals not exceeding 16 days.

Notwithstanding the first paragraph, the employer may pay an employee within the month following the date he was hired.

**4.04.** The employee receives his wages personally on the work premises and during the working day, except in the case when payment is made by bank transfer or is sent by mail.

Wages may be remitted to a third person upon the employee's written request.

**4.05.** When a regular payday falls on a day of absence authorized by the Decree, wages are paid to the employee on the preceding workday.

**4.06.** The employer gives to the employee, at the same time as his wages, an earnings statement with sufficient particulars to permit him to check the computation of his

wage. Such earnings statement includes the following particulars :

- (a) the employer's name ;
- (b) the employee's name and given name ;
- (c) the employee's classification ;
- (d) the date of payment and the work period corresponding to payment ;
- (e) the number of hours paid at the applicable rate during the hours of the regular workweek ;
- (f) the number of overtime hours paid at the applicable increase ;
- (g) the nature and amount of premiums, indemnities or allowances paid ;
- (h) the wage rate ;
- (i) the amount of gross wages ;
- (j) the nature and amount of deductions made ;
- (k) the amount of take-home pay.

**4.07.** For each hour of work, the employee receives at least the following wage :

	<i>As of 1 June 1981</i>	<i>As of 1 June 1982</i>
(a) Class A employee :		
i. regular employee	3,90 \$ 4,30 \$	4,80 \$
ii. casual employee	3,85 4,20	4,70
iii. trial employee	3,85 4,15	4,65 ;
(b) the Class B employee receives 0,25 \$ per hour more than the best paid employee he has under his supervision or direction.		

**4.08.** When paying wages, no signature other than the signature establishing that the amount remitted to the employee corresponds to the amount of the take-home pay indicated on the earnings statement may be required.

**4.09.** The employees' acceptance of an earnings statement does not mean renunciation of the payment of all or any part of the wages owing to him.

**4.10.** The employer may make a check-off on wages only when compelled by a law, a regulation, a court order, a collective agreement or the Decree, or when authorized by a document signed by the employee.

The employee may cancel such authorization at any time, except when it concerns membership in a collective insurance plan or in a supplemental pension plan within the meaning of the Act respecting supplemental pension plans (R.S.Q., c. R-17). The employer pays to the recipient the amounts thus held back.

**4.11.** Tips paid directly or indirectly by a client to the employee belong to the employee and are not included in wages owed to him. If the employer receives tips, he gives such tips to the employee.

**4.12.** The maximum amount that may be required by an employer for room and board for one of his employees is the amount established by government regulation.

### **5.00. Annual vacation**

**5.01.** The qualifying year consists in a period of 12 consecutive months during which an employee progressively obtains his entitlement to annual vacation.

This period extends from 1 May of the preceding year to 30 April of the current year, except when an agreement establishes another date for the beginning of the said period.

**5.02.** An employee who, at the end of a qualifying year, has less than one year of continuous service with the same employer, is entitled to a continuous vacation whose duration is determined at the rate of one working day for every month of continuous service, without the total duration of such vacation to exceed 2 weeks.

**5.03.** An employee who, at the end of a qualifying year, has one year of continuous service with the same employer, is entitled to a minimum of 2 weeks of annual vacation.

**5.04.** The regular full-time employee who, at the end of the qualifying year, has 5 years of continuous service with the same employer, receives 3 weeks of annual vacation, and 2 of these weeks are continuous.

**5.05.** An employee who, at the end of a qualifying year, has 10 years of continuous service with the same employer, is entitled to a minimum of 3 weeks of annual vacation, and 2 of these weeks are continuous.

**5.06.** The annual vacation may be divided into 2 periods if the employee so requests, except when the employer closes his establishment for the annual vacation period.

A vacation that is one week or less cannot be divided.

**5.07.** An employee shall have the right to know the date of his annual vacation at least 4 weeks in advance.

**5.08.** The employer is forbidden to replace the vacation mentioned in sections 5.02, 5.03, 5.04 and 5.05 by a monetary compensation.

Upon the employee's request, the third week of vacation may however be replaced by a monetary compensation if the establishment is closed for 2 weeks during the annual vacation period.

**5.09.** The vacation pay for employee mentioned in sections 5.02 and 5.03 is equal to 4% of the employee's gross wages during the qualifying year.

In the case of the employee mentioned in sections 5.04 and 5.05, vacation pay is equal to 6% of the employee's gross wages during the qualifying year.

If an employee is absent because of an illness or accident or benefits from a maternity leave during the qualifying year and such absence reduces the vacation pay for the employee, he/she is entitled to an equivalent pay, as the case may be, of 2 or 3 times the weekly average of the wage earned during the period worked. The employee mentioned in section 5.02 whose annual vacation is less than 2 weeks is entitled to this amount on a *pro rata* of the days of vacation accumulated.

**5.10.** The employee receives the vacation pay in one payment before the beginning of his vacation.

**5.11.** The annual vacation is exigible within 12 months following the end of the qualifying year.

#### **6.00. General holidays with pay**

**6.01.** For an employee, St. John the Baptist's Day is a general holiday with pay pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** When they fall on a working day, the following days are general holidays :

- (a) 1 January ;
- (b) 25 December ;
- (c) Labour Day ;

(d) Good Friday or, for the employees working in a commercial establishment within the meaning of the Act respecting commercial establishments business hours (R.S.Q., c. H-2), at the employer's choice, Good Friday or Easter Monday ;

(e) Dollard's Day or the Queen's Birthday.

**6.03.** The employer gives the employee mentioned in section 6.02, pay equal to the average daily wage for the 2 weeks preceding such holiday.

**6.04.** If an employee works on one of the days indicated in section 6.02, the employer, in addition to paying this employee, working on such holiday, the wage corresponding to the work done, gives the employee the pay provided for in section 6.03 or grants him an extra day of holiday. In such a case, the holiday is taken within the 3 weeks preceding or following such holiday.

**6.05.** If an employee is on annual vacation during one of the holidays provided for in section 6.02, the employer gives him the pay provided for in section 6.03 or gives him one extra day of holiday on the date agreed upon between the employer and the employee.

**6.06.** To be entitled to a holiday mentioned in section 6.02, an employee shall have 60 days of continuous service with the same employer and shall not be absent from work, without the employer's authorization or a valid reason before or following such holiday.

**6.07.** The regular full-time employee who has 6 months of continuous service with the same employer is entitled to one holiday with pay, in addition to the holiday listed in section 6.02, which he takes on dates agreed upon with the employer, or on dates established by government regulation.

**6.08.** On 20 December at the latest, the employer gives the employee mentioned in sections 6.02 and 6.07, the holiday pay for each holiday not taken by the employee, which is equal to the wage he would have earned on such day.

**6.09.** On a holiday provided for in sections 6.02 and 6.07, the employee receives wages equal to those he would have normally earned on such date.

#### **7.00. Rest and miscellaneous leave**

**7.01.** An employee may be absent from work for one day without a loss in wages, on the occasion of the death or funeral of his spouse, child, mother, father, sister or

brother. He may also be absent for 3 other days on such occasion, but without wages.

**7.02.** On the occasion of the death of his spouse, child, mother or father, the regular full-time employee has no loss in wages for the second and third working days of a 3-day leave ending on the funeral day. This section is null with respect to a working day which falls on a holiday provided for in another division.

**7.03.** An employee may be absent from work for one day, without a loss in wages, on his wedding day.

**7.04.** Any employee may be absent from work, without pay on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

**7.05.** For meals, the employer grants to the employee time off with pay for each period of 5 consecutive hours of work.

**7.06.** From the time he becomes a regular full-time employee, the employee progressively obtains one day of paid leave for accident or sickness for each month of service up to 3 days per 12-month period.

**7.07.** The first day of absence due to sickness or to accident is not payable.

**7.08.** This leave for accident or sickness does not apply when covered by the Workmen's Compensation Act (R.S.Q., c. A-3).

**7.09.** A day's leave for accident or sickness is not payable when it falls on another day of paid leave provided for in the Decree.

**7.10.** The employee receives no indemnity for unused days of leave for accident or sickness and such days of leave are not cumulated with those of the following year.

**7.11.** The days of leave provided for in this Division are not considered as workdays for the purposes of computing overtime hours.

## **8.00. Miscellaneous provisions**

**8.01.** The employee who reports to work at the employer's express request or during the regular course of his employment and who works less than 3 consecutive hours

is entitled, except for a fortuitous event to a minimum wage equal to 3 times his usual hourly wage, except when the increase for overtime hours ensures him a higher amount.

**8.02.** Days worked as a casual employee are not considered in the computation of the number of days necessary to obtain the title of regular employee or trial employee.

## **9.00. Term**

**9.01.** The Decree remains in force until 30 June 1983. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during May of 1983 or of any subsequent year.



c. D-2, r.2

## Decree respecting security guards in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereafter have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the agreement entered into between :

on the one part :

*Agence de Sécurité N.I.D. Inc. ;*

*Le Guide de Sécurité Inc. ;*

*Bureau d'Enquêtes Spéciales, B.E.S. Inc. ;*

*Société de protection et enquête du Québec ;*

*The Corps canadien des commissionnaires, division de Québec ;*

*Conseil des agences de sécurité et d'investigation du Québec Inc. ;*

and, on the other part :

*L'Union des agents de sécurité du Québec ;*

for the employers, artisan and employees in the trades and occupations concerned, according to the conditions described in the *Gazette officielle du Québec* of 30 January 1980.

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the objections brought forward have been duly considered in accordance with the Act ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

That the Decree respecting security guards in the Québec region, attached hereto, be adopted.

## 1.00. Interpretation

1.01. For the purposes of this Decree, the following expressions mean :

(a) "consort" : means either of a man and a woman who are married and cohabiting or are living together as husband and wife and who :

i. have been residing together for 3 years or for 1 year if a child has been born of their union ; and

ii. are publicly represented as consorts ;

(b) "trial employee" : an employee who does not complete 60 days of work during a period of 180 days with the same employer ;

(c) "part-time employer" : an employee who usually works only part of the hours in a standard week ;

(d) "full-time employee" : an employee who usually works all the hours of the standard week ;

(e) "Class A employee" : an employee who does the work determined by the employer, without the intermediary of a higher class and also who is specially assigned to one or several of the following tasks :

i. informs persons on how to reach their destination ;

ii. watches over the employees of one of the employer's clients ;

iii. directs traffic ;

iv. gives out informations ;

v. writes out traffic tickets ;

vi. patrols ;

vii. checks passes ;

viii. collects and register found objects ;

ix. supervises to prevent the theft of objects on display ;

x. carries out searches ;

xi. prevents theft, fire and vandalism ;

(f) "Class B employee" : an employee entrusted with the direction and supervision of one or several employees in Class A ;

(g) "regular employee" : an employee who works at least 60 days in a 180-day period ;

(h) “casual employee” : an employee hired for one of the following purposes :

- i. to replace a regular employee during his absence ;
- ii. to work for a special occasion ;
- iii. to work on a special contract for not more than 6 months.

## **2.00. Jurisdiction**

**2.01.** The territorial jurisdiction of the Decree includes the administrative regions 01, 02, 03 and 09, as defined by the *Décret sur la division administrative du Québec* (c. D-11, r. 1).

**2.02.** The professional jurisdiction of the Decree governs security agencies and their employees.

**2.03.** The Decree does not apply to :

- (a) peace agents within the meaning of the Police Act (R.S.Q., c. P-13) ;
- (b) investigators within the meaning of the Act respecting detective or security agencies (R.S.Q., c. A-8) ;
- (c) to employees whose main duty does not consist in a security task ;
- (d) to employees other than those in Class A or Class B ;
- (e) to employees governed by another decree.

## **3.00. Hours of work**

**3.01.** The standard workweek is 44 hours. If, in the case of an employee governed by the Decree, a government regulation establishes otherwise, the new standard workweek replaces the workweek in this section.

**3.02.** The employer may schedule employee working hours on a basis other than a weekly basis on the following conditions :

- (a) that the average for working hours is equivalent to the standard provided for in section 3.01 ;
- (b) that the employer sends a prior written notice to such effect to the parity committee.

**3.03.** Hours performed over and above the standard workweek are overtime hours.

**3.04.** Overtime hours are paid at time and a half except for premiums established on an hourly basis.

**3.05.** In order to compute overtime hours, annual vacation and holidays with pay are considered as workdays.

**3.06.** An employee is considered to be at work when he is at his employer's disposal on the work premises and he is obliged to wait to be given work.

**3.07.** An employee who reports to work at his employer's express request or during the regular course of his employment and who works less than 3 consecutive hours, shall be entitled, except for a fortuitous event, to an indemnity equal to 3 hours at his regular hourly rate except if the increase for overtime hours gives him a higher amount.

This provision does not apply if the nature of the work or the conditions for performing the work requires the employee to be present several times in the same day and for less than 3 hours each time.

It does not apply if the nature or the conditions for carrying out the said work are such that the work can be completed within a 3-hour period.

## **4.00. Wages**

**4.01.** No benefit having a monetary value shall be considered in computing the minimum wage.

**4.02.** Wages are paid in cash in a sealed envelope by cheque or bank transfer.

An employee is considered as not having received the wages owed to him if the cheque he receives is not cashable within the 2 working days following receipt.

**4.03.** Wages are paid at regular intervals not exceeding 16 days.

Notwithstanding the first paragraph, the employer may pay an employee within the month following the date he was hired.

**4.04.** The employee receives his wages personally on the work premises and during the working day, except in the case when payment is made by bank transfer or is sent by mail.

Wages may be remitted to a third person upon the employee's written request.



**4.05.** When a regular payday falls on a day of absence authorized by this Decree, wages are paid to the employee on the preceding workday.

**4.06.** The employer gives to the employee, at the same time as his wages an earnings statement with sufficient particulars to permit him to check the computation of his wage. Such earnings statement includes the following particulars :

- (a) the employer's name ;
- (b) the employee's name and given name ;
- (c) the employee's classification ;
- (d) the date of payment and the work period corresponding to payment ;
- (e) the number of hours paid at the applicable rate during the hours of the regular workweek ;
- (f) the number of overtime hours paid at the applicable increase ;
- (g) the nature and amount of premiums, indemnities or allowances paid ;
- (h) the wage rate ;
- (i) the amount of gross wages ;
- (j) the nature and amount of deductions made ;
- (k) the amount of take-home pay.

**4.07.** For each hour of work, the employee shall receive at least the following wage :

	<i>As of</i>		<i>As of</i>
	<i>1 June 1981</i>		<i>1 June 1982</i>
(a) Class A employee :			
i. regular employee	3,90 \$	4,30 \$	4,80 \$
ii. casual employee	3,80	4,20	4,70
iii. trial employee	3,75	4,15	4,65 ;
(b) the Class B employee receives 0,25 \$ per hour more than the best paid employee he has under his supervision or direction.			

**4.08.** When paying wages, no signature other than the signature establishing that the amount remitted to the employee corresponds to the amount of the take-home pay indicated on the earnings statement may be required.

**4.09.** The employee's acceptance of an earnings statement does not mean renunciation of the payment of all or any part of the wages owing to him.

**4.10.** The employer may make a check-off on wages only when compelled by a law, a regulation, a court order, a collective agreement or the Decree or when authorized by a document signed by the employee.

The employee may cancel such authorization at any time, except when it concerns membership in a collective insurance plan or in a supplemental pension plan within the meaning of the Act respecting supplemental pension plans (R.S.Q., c. R-17). The employer pays to the recipient the amounts thus held back.

**4.11.** Tips paid directly or indirectly by a client to the employee belong to the employee and are not included in wages owed to him. If the employer receives tips, he gives such tips to the employee.

**4.12.** The maximum amount that may be required by an employer for room and meals for one of his employees is the amount established by government regulation.

## **5.00. Annual vacation**

**5.01.** The qualifying year consists in a period of 12 consecutive months during which an employee progressively obtains his entitlement to annual vacation.

This period extends from 1 May of the preceding year to 30 April of the current year, except when an agreement establishes another date for the beginning of the said period.

**5.02.** An employee who, at the end of a qualifying year, has less than one year of continuous service with the same employer, is entitled to a continuous vacation whose duration is determined at the rate of one working day for every month of continuous service, without the total duration of such vacation exceeding 2 weeks.

**5.03.** An employee who, at the end of a qualifying year, has one year of continuous service with the same employer, is entitled to a minimum of 2 weeks of annual vacation.

**5.04.** The regular full-time employee who, at the end of the qualifying year, has 5 years of continuous service with the same employer, receives 3 weeks of annual vacation, and 2 of these weeks are continuous.

**5.05.** An employee who, at the end of a qualifying year, has 10 years of continuous service with the same employer, is entitled to a minimum of 3 weeks of annual vacation, and 2 of these weeks are continuous.

**5.06.** The annual vacation may be divided into 2 periods if the employee so requests, except when the employer closes his establishment for the annual vacation period.

A vacation that is one week or less cannot be divided.

**5.07.** An employee shall have the right to know the date for his annual vacation at least 4 weeks in advance.

**5.08.** The employer is forbidden to replace the vacation mentioned in sections 5.02, 5.03, 5.04 and 5.05 by a monetary compensation.

Upon the employee's request, the third week of vacation may however be replaced by a monetary compensation if the establishment is closed for 2 weeks during the annual vacation period.

**5.09.** The vacation pay for the employee mentioned in sections 5.02 and 5.03 is equal to 4% of the employee's gross wages during the qualifying year. In the case of the employee mentioned in sections 5.04 and 5.05, vacation pay is equal to 6% of the employee's gross wages during the qualifying year.

If an employee is absent because of an illness or accident or benefits from a maternity leave during the qualifying year and such absence reduces the vacation pay for the employee, he/she is entitled to an equivalent pay, as the case may be, of 2 or 3 times the weekly average of the wage earned during the period worked. The employee mentioned in section 5.02 whose annual vacation is less than 2 weeks is entitled to this amount in the ratio of the days of vacation accumulated.

**5.10.** The employee receives the vacation pay in one payment before the beginning of his vacation.

**5.11.** The annual vacation is exigible within the 12 months following the end of the qualifying year.

## **6.00. General holidays with pay**

**6.01.** For any employee, St. John the Baptist's Day is a general holiday with pay pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** When they fall on a working day, the following days are general holidays :

(a) 1 January ;

(b) 25 December ;

(c) any other day established by a regulation of the Government.

**6.03.** The employer gives the employee mentioned in section 6.02 pay equal to the average daily wage for the 2 weeks preceding such holiday.

**6.04.** If an employee works on one of the days indicated in section 6.02, the employer, in addition to paying this employee working on such holiday the wage corresponding to the work done, gives the employee the pay provided for in section 6.03 or grants him an extra day of holiday. In such a case, the holiday is taken within the 3 weeks preceding or following such holiday.

**6.05.** If an employee is on annual vacation during one of the holidays provided for in section 6.02, the employer gives him the pay provided for in section 6.03 or gives him one extra day of holiday on the date agreed upon between the employer and the employee.

**6.06.** To be entitled to a holiday mentioned in section 6.02, an employee shall have 60 days of continuous service with the same employer and shall not be absent from work, without the employer's authorization or without a valid reason, on the day before or following such holiday.

**6.07.** The regular full-time employee who has 6 months of continuous service with the same employer is entitled to 4 holidays with pay, in addition to 25 December and 1 January, which he takes on dates agreed upon with the employer, or on dates established by government regulation.

**6.08.** On 20 December at the latest, the employer gives the employee mentioned in section 6.07, the holiday pay for each holiday not taken by the employee, which is equal to the wage he would have earned on such day.

**6.09.** On a holiday provided for in section 6.07, the employee receives wages equal to those he would have normally earned on such date.

## **7.00. Rest and miscellaneous leave**

**7.01.** An employee may be absent from work for one day without a loss in wages, on the occasion of the death or funeral of his spouse, child, mother, father, sister or brother. He may also be absent for 3 other days on such occasion, but without wages.

**7.02.** On the occasion of the death of his spouse, child, mother or father, the regular full-time employee has no loss in wages for the second and third working days of a 3-day leave ending on the funeral day. This section is null in respect with a working day which falls on a holiday provided for in another division of the Decree.

**7.03.** An employee may be absent from work for one day, without a loss in wages, on his wedding day.

**7.04.** Any employee may be absent from work, without pay on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

**7.05.** For meals, the employer grants to the employee a break with pay for each period of 6 consecutive hours of work.

**7.06.** From the time he becomes a regular full-time employee, the employee progressively obtains one day of paid leave for accident or sickness for each month of service up to 3 days per 12-month period.

**7.07.** The first day of absence due to sickness or to accident is not payable.

**7.08.** This leave for accident or sickness does not apply when covered by the Workmen's Compensation Act (R.S.Q., c. A-3).

**7.09.** A day's leave for accident or sickness is not payable when it falls on another day of paid leave provided for in the Decree.

**7.10.** The employee receives no indemnity for unused days of leave for accident or sickness and such days of leave are not cumulated with those of the following year.

**7.11.** The days of leave provided for in this Division are not considered as workdays for the purposes of computing overtime hours.

## **8.00. Miscellaneous provisions**

**8.01.** The employee who reports to work at the employer's express request or during the regular course of his employment and who works less than 3 consecutive hours is entitled, except for a fortuitous case, to a minimum wage equal to 3 times his usual hourly wage, except when

the increase for overtime hours ensures him a higher amount.

**8.02.** Days worked as a casual employee are not considered in the computation of the number of days necessary to obtain the title of regular employee or trial employee.

## **9.00. Term**

**9.01.** The Decree comes into force on 3 September 1980 and remains in force until 31 May 1983.

**9.02.** It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during April of 1983 or of any subsequent year.

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O.C. 2475-80, (1980) 112 G.O. II, 3915 and 4149

O.C. 1938-81, (1981) 113 G.O. II, 2553



c. D-2, r.3

## Decree respecting the woodworking industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereinbelow have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into :

on the one part :

*L'Association provinciale de l'industrie du bois ouvré du Québec Inc. ;*

and, on the other part :

*La Centrale des syndicats démocratiques (secteur du bâtiment et bois) ;*

for the employers, artisans and employees of the trades and occupations concerned, and according to the conditions described in the *Québec Official Gazette* of 11 December 1974 ;

WHEREAS this agreement has acquired a preponderant significance and importance for the establishment of working conditions in the trades and occupations concerned and in the territorial jurisdiction in this petition ;

WHEREAS the objections brought forth have been duly considered pursuant to the Act ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act respecting collective agreement decrees.

### 1.00. Interpretation

1.01. For the purposes of this Decree, the following expressions mean :

(a) "shift leader" : employee who regularly directs and supervises the work of other persons while doing production work himself ;

(b) "machine operator, Class A" : employee having 2 years' experience who converts required data, reads specifications, saws, planes, trims or shapes wood and other components ; who adjusts his machine, the saws or blades and does the machine maintenance ;

(c) "machine operator, Class B" : employee who converts required data, saws, planes, trims and shapes wood and other components and who adjusts his machine, the saws or blades and does the machine maintenance ;

(d) "machine feeder" : employee who feeds machines used to shape or work wood and other components and who turns on or stops machines ;

(e) "measurer" : employee who holds a certificate issued by an association attesting to his ability to measure or classify wood ;

(f) "cabinet maker" : employee who converts required data, adjusts wood and knows wood types and who, according to sawing marks, regularly does in the shop all preparatory, joinery and finishing of joinery work subject to the jurisdiction ;

(g) "shop worker, Class A" : employee having 3 years' experience who converts required data, reads specifications and uses tools and machines adjusted and maintained by him to prepare and join wood and other components or products made of prefabricated components intended for all types of buildings ;

(h) "shop worker, Class B" : employee who converts required data and who uses tools and machines adjusted and maintained by him to prepare and join wood and other components or products made of prefabricated components intended for all types of buildings ;

(i) "assembler" : employee who converts required data and who uses tools and machines to join prepared wooden parts and other components made of prefabricated components intended for all types of buildings ;

(j) "painter, Class A" : employee who, using equipment that he maintains, prepares, matches and applies dyes, colours, paints, varnishes, synthetic shellacs and other products ;

(k) "painter Class B" : employee who, using equipment that he maintains, applies dyes, colours, paints, varnishes synthetic, shellacs and other products ;

(l) “painter Class C” : employee who applies in series on any type of surface, primer, dye or paint and does so using equipment that he maintains ;

(m) “checker” : employee who converts required data and who uses tools to check the quality or fabrication standards or to check the installation of joinery work ;

(n) “shipper receiver” : employee who helps to supervise the receiving, shipping and inventory of all products and materials for the enterprise ; he may occasionally operate a tractor or lift truck ;

(o) “stationary engineman” : the stationary engineman defined in the Stationary Enginemen Act (R.S.Q., c. M-6) ;

(p) “machinist” : employee who adjusts, maintains and repairs machines or manual equipment, who makes and designs and sharpens machine blades and who files saws, sets up or moves machines and their accessories ;

(q) “machinist assistant” : employee who, working under the supervision of a machinist, adjusts maintains and repairs machines or manual equipment, who makes and designs and sharpens machine blades and who files saws , sets up or moves machines and their accessories ;

(r) “lift truck operator” : employee who drives and maintains handling equipment ;

(s) “watchman” : employee who carries out any work such as watching, clearing and minor maintenance work and sees to the heating in the case of heating installations not covered by the Stationary Enginemen Act ;

(t) “multi-skilled employee” : employee who performs work included in many employments ; the duration of the work in any such employment not to exceed 20 hours during the week ;

(u) “general hand” : employee for whom no other employment is provided for in this Division ;

(v) “student” : employee who usually attends classes in an educational institution and who does not work more than 65 working days per year ;

(w) “serviceman” : employee assigned to the handling, assembly, dismantling, repair or adjustments of prefabricated components intended for all types of buildings.

## **2.00. Jurisdiction**

**2.01. Territorial** : The territorial jurisdiction of the Decree covers the entire territory of Québec.

**2.02. Industrial** : The industrial jurisdiction of the Decree extends to the following work performed in shops :

(a) joinery operations necessary to the manufacture of wooden doors and windows, panelling, moulding or wooden accessories intended for buildings and the assembly with other products or materials accessory to their manufacture ;

(b) the manufacture of furniture or wooden cupboards intended to be permanently affixed to all types of buildings ;

(c) the manufacture of furniture or wooden cupboards according to individual plans and specifications for a specific client, provided these objects be not intended for sale to more than one retail buyer.

**2.03. Exemptions** : The Decree does not cover the following :

(a) items or objects made by a manufacturer of stationary or mobile buildings when incorporated to the buildings be manufacturers ;

(b) the dressing of wood in transit ;

(c) any operation that is particular to sawmills, planing mills and forestry operations ;

(d) repair service after sale has been made to a retailer for commercial purposes ;

(e) wooden window casement work when not performed by the manufacture of the same.

## **3.00. Hours of work**

**3.01.** Except for watchmen and stationary enginemen, the regular workweek is 42½ hours scheduled over 5 days, from Monday to Friday. This regular workday is 9½ consecutive hours.

**3.02.** However, for a second shift, the workweek as established in section 3.01 may be scheduled over 4 days from Monday to Thursday. In such case, the regular workday shall not exceed 10¾ consecutive hours.

**3.03.** For stationary enginemen, the regular workweek is 48 hours scheduled over 6 days of 8 consecutive hours, from Monday to Saturday.

**3.04.** For watchmen, the regular workweek is set by the employer without the permitted duration exceeding 54 hours, scheduled over 6 days at a maximum of 9 consecutive hours each.

**3.05.** The employee on the first or second shift is entitled to a minimum of half an hour or to a maximum of one hour to take his meal.

The meal period is granted in the middle of the work period.

**3.06.** When an employer adopts a system of 3 shifts, the regular workweek, except for watchmen and stationary enginemen, is 40 hours scheduled over 5 days of 8 consecutive hours from Monday to Friday. When work begins at 8 h on Monday for the first shift, it ends at 8 h on Saturday for the third shift.

**3.07.** When the 3-shift system is in force, the employee is entitled to a 30-minute period with pay for his meal.

**3.08.** For each work period of 4 hours, the employee is entitled to a 10-minute rest period with pay in the middle of the period.

#### **4.00. Classifications and wage rates**

**4.01.** Employee classifications and the corresponding minimum hourly rates are the following :

<i>Classifications :</i>	<i>As of 1981-10-01</i>	<i>As of 1982-04-01</i>
Shift leader .....	7,00 \$	7,50 \$
Machine operator :		
Class A .....	6,80	7,30
Class B .....		
2 years' experience .....	6,70	7,20
less than 2 years' experience .....	6,40	6,90
Machine feeder .....	6,20	6,70
Measurer .....	7,15	7,65
Cabinet maker .....	7,00	7,50
Shop worker .....		
Class A .....	6,80	7,30
Class B .....	6,40	6,90
Assembler .....	6,20	6,70
Painter .....		
Class A .....	6,80	7,30
Class B .....	6,40	6,90
Class C .....	6,20	6,70
Checker .....	6,80	7,30
Shipper/receiver .....	6,80	7,30
Truck driver .....	6,80	7,30
Stationary engineman .....	6,50	7,00
Machinist .....	6,80	7,30

Assistant machinist .....	6,40	6,90
Lift truck operator .....	6,70	7,20
Watchman .....	6,00	6,50
Multi-skilled employee .....	6,70	7,20
Labourer .....	6,00	6,50
Student .....	5,45	5,55
Serviceman .....	6,80	7,30

**Hiring rate :** The rate for any new employee except for a student, is reduced by 0,25 \$ per hour during the first 3 months of employment, based on the respective rate for every worker in the Decree.

**4.02. Temporary classification :** Any employee other than a multi-skilled employee, assigned to an employment which is paid higher than his regular employment, receives this higher rate for the complete duration of the assignment. His wage is not reduced when he is assigned, for a period not exceeding 2 consecutive weeks, to an employment that is paid less than his regular employment.

**4.03. Premium :** Except for the watchmen, any employee receives in addition to his hourly rate a 0,20 \$ per hour premium for each regular hour worked between 19 h and 7 h.

#### **4.04. Overtime hours :**

(1) Time and a half the employee's hourly rate is paid for hours worked over and above the regular day or week.

(2) Twice the employee's hourly rate is paid for additional hours worked on Sundays or general holidays with pay.

**4.05. Call-back :** Any employee who left the work premises without being notified before leaving that he must work overtime hours and who is called back to work after the end of his regular hours, receives a minimum wage equal to the higher of the following amounts : either 4 hours at his regular wage rate or the working hours worked at overtime rates.

However, the 4-hour minimum does not apply when the hours worked immediately precede the employee's regular workday ; the employee shall be paid at time and one half his hourly rate.

**4.06. Work accident :** Any employee who is the victim of a work accident and is required to be absent in order to visit the doctor or the hospital is entitled to be paid for all

the hours of his regular workday, on the day of the accident.

**4.07. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer shall pay the employee at least the minimum weekly wage to which he is entitled according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

#### **5.00. General holidays with pay**

**5.01.** The following days are general holidays with pay : New Year's Day, 2 January, Easter Monday, Dollard's or Queen's Day, 24 June, 1 July, Labour Day, Thanksgiving Day, 24 December, Christmas Day, 26 and 31 December.

**5.02.** The vacation pay for this holiday is equal to the employee's wage rate multiplied by the number of hours of his regular workday.

**5.03.** To be entitled to holiday pay, the employee shall be in the employer's service for 20 working days and have worked the complete regular workday preceding and the complete regular workday following the holiday. Absence authorized under the Decree or by the employer for one of these days, as well as a lay-off within the preceding 15 days, do not affect the right to the said holiday pay.

**5.04.** The employer bound by a special collective agreement may grant holidays other than those mentioned in section 5.01 provided that he grants at least 12 of these holidays, including St. John the Baptist's Day. In such case, the employer shall inform the parity committee.

**5.05.** Save for 24 June, holidays provided for in section 5.01 may be postponed to another date inasmuch as it is granted within 8 days of the date of this holiday. In such case, the employer shall give prior notice to the parity committee and the employees at least 8 days before the date to which the holiday is postponed.

**5.06.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

#### **6.00. Annual vacation with pay**

**6.01.** The qualifying period extends from 1 April of the preceding year to 31 March of the current year.

**6.02.** The employee who, on 1 April, has less than one year's continuous service with the same employer receives during the year a continuous vacation with pay of one day for each month's service without the exigible duration of the vacation exceeding 2 weeks. The vacation pay is equal to 4% of the employee's wage during the qualifying period.

**6.03.** (1) The employee who, on 1 April, has one year's continuous service with the same employer receives during the year, a paid vacation of 2 continuous weeks. Vacation pay shall be equal to 4% of the employee's wage during the qualifying period.

(2) The employee who, on 1 April, has 4 years' continuous service with the same employer, receives during the year a vacation with pay of 2 continuous weeks. Vacation pay is equal to 5% of the employee's wage during the qualifying period.

**6.04.** The employee who, on 1 April, has 7 or more years' continuous service with the same employer, receives during the year, a 3-week vacation with pay, of which at least 2 weeks are continuous. Vacation pay is equal to 6% of the employee's wage during the qualifying period.

**6.05.** When an employee's employment is terminated, he receives vacation pay acquired before the preceding 1 April, if not taken, and also any vacation pay due to him for the period elapsed since this date.

**6.06.** The vacation pay is paid to the employee before he leaves on vacation.

**6.07.** Before 15 April, the employer informs any employee who is entitled to 2 weeks' paid vacation or more of the date on which his 2 consecutive weeks of vacation begin. This vacation is granted between 30 April and 1 November, unless the employee has asked the employer to grant him his vacation at another date.

#### **7.00. Payment of wages**

**7.01.** Wages are paid in full on the Thursday following the pay period at the latest ; if Thursday is a general holiday, wages are paid on the Wednesday.

**7.02.** The earnings statement shall have the following particulars :

- (a) the employer's name ;
- (b) the employee's full name ;

- (c) the employee's employment ;
- (d) the date of payment and the corresponding work period ;
- (e) the number of standard hours ;
- (f) hours paid at time and a half ;
- (g) hours paid at double time ;
- (h) the employee's hourly rate ;
- (i) the nature and amount of deduction made ;
- (j) the amount of gross wages ;
- (k) the amount of take-home pay.

### **8.00. Bereavement leave**

**8.01.** On the death of his spouse, child, father or mother, any employee is entitled to 3 consecutive days' leave. Each working day included in these 3 days shall be paid at the employee's hourly rate multiplied by the number of hours of his regular work day.

**8.02.** On the death of a brother or sister, the employee is entitled to 2 days' leave with pay, from the day of death to the funeral day inclusively, if these days are included in his regular workweek.

**8.03.** On the death of a brother-in-law or sister-in-law, a father-in-law or mother-in-law, the employee is entitled to 1 day's leave with pay on the funeral day, if it occurs on a day included in his regular workweek.

### **9.00. Fringe benefits**

**9.01.** The employer contributes 0,08 \$ to the social security plan administered by the Québec Woodworking Parity Committee for each hour worked by an employee governed by the Decree.

**9.02.** The employer deducts from the pay of the employee governed by the Decree a sum of 0,05 \$ for each hour worked.

As of 1 January 1982, the employer deducts 0,06 \$ from the pay of employees governed by the Decree for each hour worked.

**9.03.** Before the fifteenth day of each month, the employer submits to the Québec Woodworking Parity Committee an amount equal to the sum of his contribution according to section 9.01 and to deductions made from the

employees' pay according to section 9.02 for the preceding month.

**9.04.** Participation in this plan for the employer and employees of any enterprise who have already agreed upon a plan considered comparable as to benefits granted by such private plans shall be voluntary.

**9.05.** The provisions of the social insurance contract for the purpose of implementing the social security plan provided for in this Division is subject to the supervision of the Superintendent of Insurance of Québec.

### **10.00. Term**

**10.01.** The Decree remains in force until 31 March 1983. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security, and to any other contracting party during February of 1983 or of any subsequent year.

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O.C. 3449-75, (1975) 107 O.G. II, 4563  
 O.C. 2401-76, (1976) 108 O.G. II, 4849  
 O.C. 1556-77, (1977) 109 O.G. II, 2391  
 O.C. 1456-78, (1978) 110 G.O., 1717  
 O.C. 1665-79, (1979) 111 G.O., 4033  
 O.C. 632-80, (1980) 112 G.O. II, 1275  
 O.C. 882-81, (1981) 113 G.O. II, 1111





c. D-2, r.4

## Decree respecting the paper box industry

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees, the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

SPB Canada (1979) Inc. ;

*Groupe Continental Canada Ltée ;*

*Les Cartonniers Saint-Francis Ltée ;*

*La Compagnie Internationale de Papier du Canada ;*

City Paper Box Co. Ltd. ;

Globe Paper Box Co. Ltd. ;

Boxcraft Ltd. ;

*Price Wilson, Division Inter Cité Ltée ;*

*La Compagnie de Boîte Major Ltée ;*

and, on the other part :

*Syndicat National des employés de Les Cartonniers Saint-Francis Ltée Inc. ;*

*Le Syndicat International des Arts Graphiques, local 555, Montréal ;*

*Le Syndicat des Employés des Cartonniers Standard (C.N.T.U.) ;*

Major Paper Box & Wire Works Ltd. Employees Association ;

*Syndicat québécois de l'imprimerie et des communications, local 145 (UTI-FTQ) ;*

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 20 September 1947 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and the industry concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS one objection has been set forth and it has been submitted to the contracting parties for consideration ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 20 September 1947.

### 1.00. Jurisdiction

**1.01. Territorial :** The territorial jurisdiction of this Decree encompasses all Québec.

**1.02. Professional :** This Decree governs any work of the same nature or kind as that contemplated by this Decree.

The work contemplated by this Decree comprises the work of all persons performing any or many of the operations being part of, related to or connected with the manufacturing of paper boxes, of wood imitation boxes, commonly known as set up, folding or metal boxes, sleeves of any type for records, partly made or completed with paper, fibre, wood or cardboard. This work also covers all other pulp or paper boxes made of uncorrugated material, regardless of exterior covering ; it also covers the manufacture of metal boxes when said boxes are covered with any type of fabrics or plastic materials ; and the manufacture of die cut banks, trays or strips of paper board, inserts of all kinds, divisions dummies and shirt cards. It is of no importance whether said operations are performed completely or in part by the same employer or by several employers, whether they are performed completely or in part in one or several trade plants, private, industrial, commercial or any other establishments, whether such operations constitute, the principal business of the employer or are accessory or complementary to any other business or enterprise, and whether the said boxes are manufactured for the purpose of sale to other consumers or for the exclusive use of the employer.

Without limiting the generality of the second paragraph, the forming and assembling of these boxes are operations comprised in the professional scope of this Decree. However, this Decree does not apply to the manufacturing of corrugated paper boxes.

## 2.00. Definitions

**2.01.** For the purposes of this Decree, the following expressions mean :

(a) "section head" : any person who usually transmits orders from the employers, divides the work, supervises operations in a department and, in certain cases, performs certain tasks inherent in the trade ;

(b) "apprentice" : an apprentice learning any classified operations of this Decree ;

(c) "folder" : any person folding paper board usually creased. This definition does not apply to paper board that has been scored ;

(d) "packer" and "tier" : any employee who does tying or packaging ;

(e) "hand worker" : any employee working at a table, assembling or dressing, either completely or in part, ordinary paper and board boxes, "de luxe" boxes and jewel boxes, made of high quality paper or of cloth, such as velvet, silk, etc..

However, at least 20% of all such hand workers shall be deemed to be hand workers Class A ;

(f) "cutter on knife, 1<sup>st</sup> class" : there shall be at least one 1<sup>st</sup> class cutter on knife in every plant, the others may be of 2<sup>nd</sup> class ;

(g) "watchman" : any person performing guard duties without having to perform production work or machine repairs.

**2.02.** For the enforcement of the Decree, the masculine gender includes the feminine unless the context requires otherwise.

## 3.00. Minimum wage rates

**3.01.** The minimum wage rates of employees working in the manufacturing of boxes, boiler firemen, stationary enginemen, watchmen and employees working in the shipping and delivery departments, building and machinery

repair, and maintenance men, shall be the following for the categories listed below.

### 3.02. Set up box department :

	1 September 1980 Minimum hourly rates		Appren- ticeship rates
Section head . . . . .	5,17 \$	4,61 \$	1-6 months
Hand worker :			
Class A . . . . .	4,93	4,61	1-6 months
Class B . . . . .	4,75	4,61	1-6 months
Hand labeller . . . . .	4,75	4,61	1-6 months
Covering machine operator . .	4,75	4,61	1-6 months
Staying machine operator . .	4,75	4,61	1-6 months
Wrapper operator . . . . .	4,75	4,61	1-6 months
Top-piece machine operator . .	4,75	4,61	1-6 months
Labelling machine operator . .	4,75	4,61	1-6 months
Hand-fed gummer, operator . .	4,75	4,61	1-6 months
Fitter and tier . . . . .	4,75	4,61	1-6 months
Feeder, 4-corner staying machine . . . . .	4,75	4,61	1-6 months
Feeder, box assembling or forming machine . . . . .	4,75	4,61	1-6 months
Feeder on platen d/c press with individual dies or on die cutting machine under 10 000 kg (10 tons) precision hand gluer (locating or finishing), stamping hand machine, thumb hole machine, heat seal foot operated machine, hinge and lock placing machines (air operated or mechanical), crocket bender and feeder on machines not classified in the Decree . . . .	4,75	4,61	1-6 months.

### 3.03. Folding box department :

	1 September 1980 Minimum hourly rates		Appren- ticeship rates
Section head . . . . .	5,67 \$	4,82 \$	1-6 months
Stitcher operator . . . . .	4,85	4,61	1-6 months
Quality control sorter . . . .	4,85	4,61	1-6 months
Packer and tier . . . . .	4,85	4,61	1-6 months
Feeder, straight line gluer . .	4,85	4,61	1-6 months
Feeder, right angle gluer . .	4,85	4,61	1-6 months
Feeder, automatic cellomachine . . . . .	4,85	4,61	1-6 months
Feeder, auto forming and glueing machine (vertical) . .	4,85	4,61	1-6 months
Feeder, auto box assembling or forming machine . . . . .	4,85	4,61	1-6 months
Helper on machines not classified in the Decree . . . .	4,85	4,61	1-6 months.

### 3.04. Set up box department :

	1 September 1980 Minimum hourly rates	Appren- ticeship rates	
Creasing operator . . . . .	6,36 \$	5,41 \$	1-6 months
Scorer . . . . .	6,36	5,41	1-6 months
End-piece operator single . . . . .	5,80	4,93	1-6 months
End-piece operator double . . . . .	5,86	4,98	1-6 months
4-corner stayer setter . . . . .	6,08	5,17	1-6 months
Punch operator . . . . .	5,55	4,72	1-6 months
Wrapper machine make- ready man . . . . .	5,94	5,05	1 <sup>st</sup> semester
		5,35	2 <sup>nd</sup> semester
		5,64	3 <sup>rd</sup> semester
Slitter operator . . . . .	5,66	4,81	1-6 months
Bale press operator . . . . .	5,54	4,71	1-6 months
Make-ready man :			
Auto, box assembling or forming machine . . . . .	6,46	5,49	1-6 months
Record sleeve machine . . . . .	5,94	5,05	1-6 months
Operator, die cutting machine over 10 000 kg (10 tons), mitering and on machines not classified in the Decree . . . . .	5,53	4,70	1-6 months
Operator, heat stamping machine . . . . .	5,53	4,70	1-6 months.

### 3.05. Folding box department :

	1 September 1980 Minimum hourly rates	Appren- ticeship rates	
Die maker . . . . .	7,13 \$	6,06 \$	1-16 months
		6,42	17 to 32 months
		6,77	33 to 48 months
Assistant die maker . . . . .	6,45	5,48	1-6 months
Make-ready man :			
Auto-glueing machine . . . . .	6,88	5,85	1 <sup>st</sup> year
		6,19	2 <sup>nd</sup> year
		6,54	3 <sup>rd</sup> year
Cello-machine . . . . .	6,88	5,85	1 <sup>st</sup> 8 months
		6,19	9 to 16 months
		6,54	17 to 24 months
Cutting, folding and glueing machine (cigarettes) . . . . .	6,88	5,85	1-6 months
Record sleeve machine . . . . .	6,88	5,85	1-6 months
Auto-forming and glueing machine (vertical) . . . . .	6,46	5,49	1-6 months
Waxing machine . . . . .	5,92	5,03	1-6 months
Cylinder box pressman . . . . .	6,82	5,80	1 <sup>st</sup> year
		6,14	2 <sup>nd</sup> year
		6,48	3 <sup>rd</sup> year
Feeder, cylinder box press . . . . .	5,94	5,05	1-6 months
Feeder, auto-platen D/C and stripping press, 1,3208 m (52 inches) and over . . . . .	6,19	5,26	1-6 months
Prefold feeder . . . . .	5,90	5,02	1-6 months
Pressman, auto-platen D/C and stripping press, 1,3208 m (52 inches) and over . . . . .	7,29 \$	6,20 \$	1 <sup>st</sup> year
		6,56	2 <sup>nd</sup> year
		6,93	3 <sup>rd</sup> year

Platen die cutting pressman . . . . .	6,48 \$	5,51 \$	1 <sup>st</sup> year
		5,83	2 <sup>nd</sup> year
		6,16	3 <sup>rd</sup> year
Feeder, platen die cutting press . . . . .	5,94	5,05	1-6 months
Stripper : manual-pneumatic hammer . . . . .	5,86	4,98	1-6 months
Bale press operator . . . . .	5,82	4,95	1-6 months
Packer-handler . . . . .	5,74	4,88	1-6 months
Auto, box assembling or forming machine make-ready man . . . . .	6,88	5,85	1-6 months
Roll handler for rotary cutting and/or printing presses . . . . .	6,38	5,42	1-6 months
Operator on machines not classified in the Decree . . . . .	5,92	5,03	1-6 months
Operator heat stamping machine . . . . .	5,92	5,03	1-6 months.

### 3.06. General :

	1 September 1980 Minimum hourly rates	Appren- ticeship rates	
Electrician . . . . .	6,75 \$	5,74 \$	1-6 months
Machinist 1 <sup>st</sup> class . . . . .	6,75	5,74	1-6 months
Maintenance and repairman . . . . .	6,09	5,18	1-6 months
Shipper . . . . .	6,36	5,41	1-6 months
Assistant-shipper . . . . .	5,92	5,03	1-6 months
Cutter on knife :			
1 <sup>st</sup> class . . . . .	6,82	5,80	1-6 months
2 <sup>nd</sup> class . . . . .	6,36	5,41	1-6 months
Power stacker lift truck operator . . . . .	6,07	5,16	1-6 months
Truck driver . . . . .	6,44	5,47	1-6 months
Operator(circular saw) . . . . .	5,56	4,73	1-6 months
M/C operator . . . . .	6,48	5,51	1-6 months
Watchman . . . . .	5,82	4,95	1-6 months
Boiler fireman . . . . .	5,94	5,05	1-6 months
Stationary engineman . . . . .	6,10	5,19	1-6 months
Chief engineman :		Per week	
2 <sup>nd</sup> class . . . . .	329,13	279,76	1-6 months
3 <sup>rd</sup> class . . . . .	310,31	263,76	1-6 months.

### 3.07. Metal box department :

	1 September 1980 Minimum hourly rates	Appren- ticeship rates	
Section head . . . . .	5,17 \$	4,61 \$	1-6 months
Single staying operator . . . . .	4,75	4,61	1-6 months
Mitering operator . . . . .	4,75	4,61	1-6 months
Operator platen D/C with individual dies under 10 000kg (10 tons) . . . . .	4,75	4,61	1-6 months
Covering operator . . . . .	4,75	4,61	1-6 months

Fitter and tier	4,75 \$	4,61 \$	1-6 months
Hand-fed gummer or glueing machine	4,75	4,61	1-6 months
Precision and gluer(locating)	4,93	4,61	1-6 months
Operator on crimping machine pad making, pad printing, heat sealing rimming, foot operated machines or similar	4,75	4,61	1-6 months
Helper on machines not classified in the Decree	4,75	4,61	1-6 months
Operator, die cutting machine	5,78	4,91	1-6 months
Scorer	6,36	5,41	1-6 months
Cutter on knife :			
1 <sup>st</sup> class	6,82	5,80	1-6 months
2 <sup>nd</sup> class	6,38	5,42	1-6 months
Operator on platen D/C press with individual dies, on punch press or on machines not classified in the Decree all over 10 000 kg (10 tons) capacity	4,91	4,61	1-6 months
Stripper, tier and handler, operator on degreasing machine, or on other comparable types of machines not classified in the Decree and punch press up to 10 000 kg (10 tons) capacity	4,75	4,61	1-6 months
Make-ready man :			
Wrapper machine	5,94	5,05	1 <sup>st</sup> year
		5,35	2 <sup>nd</sup> year
		5,64	3 <sup>rd</sup> year
Shell forming machine	5,94	5,05	1-6 months
Hinge dimpling machine	5,94	5,05	1-6 months
Other machines not classified, foot or hand operated one piece at a time, semi or completely automatic machines	5,94	5,05	1-6 months
Operator on above-mentioned machines	5,55	4,72	1-6 months
Bale press operator	5,54	4,71	1-6 months
Electric jig-blade knife operator	5,55	4,72	1-6 months
Operator, heat stamping machine	5,92	5,03	1-6 months.

### 3.08. All departments :

1 September 1980

Minimum  
hourly  
rates

- (1) Basic wage scale for employees 18 years of age or over . . . . . 4,61\$
- (2) Basic wage scale for employees under 18 years of age . . . . . 4,44
- (3) The number of apprentices for all departments shall not exceed 15% of the total number of employees working on classified operations but excluding helpers.

**3.09.** The number of employees under 18 years of age and remunerated under this section shall not exceed 10% of the total number of employees at work. However, every employee under 18 years of age working at a classified operation shall not receive less than the minimum wage rate for the said operation, subject to the apprenticeship clause. When this Decree comes into force, each employee's service time shall be taken into consideration, when determining his wages in relation to the basic scale mentioned in the Decree.

**3.10. Metal boxes :** Except for the aforesaid provisions, hours of work and schedules, increase for overtime and night work, general paid holidays, annual vacations with pay and other working conditions stipulated in the present Decree, are the same as those governing the manufacturing of paper boxes.

**3.11. Different operations :** Any employee working steadily during the week at different jobs for which different hourly rates are specified in the Decree is considered as belonging to the category of the best remunerated employees and is paid at the rate for the category.

However, when an employee is exceptionally called upon during the week to perform work other than his regular work, and is classified in a different category at a higher rate than his own, he is paid at this higher rate for the time worked at this part-time employment only.

When in the course of a day an employee performs more than one job, for which higher rates of pay are prescribed, the employee shall be paid the higher rate for the whole day, providing he has worked 2 continuous hours on the highest paid operation.

**3.12. Special provision respecting wages :** Notwithstanding any other provision of the Decree, the employer shall pay an employee at least the weekly minimum remuneration to which he would be entitled under the Regulation respecting labour standards (c.N-1.1, r.3) or under any other further regulation which might amend or replace it.

### 4.00. Working hours

**4.01.** The standard workweek for all employees is 40 hours from Monday to Friday.

The standard hours of work for the day shift shall be distributed between 7 h and 18 h and those of the night shifts between 15 h and 8 h, but shall not exceed 8 hours

per day, for each shift, from Monday to Friday inclusively.

A list of the standard daily hours so chosen shall be posted in a conspicuous place in every establishment.

**4.02.** All work performed over the standard working hours of each day, before and after the standard hours of each shift, is considered as overtime work and is paid at the rate of time and one half for the first 3 hours and at double time rate for subsequent hours.

All work performed on Saturday morning up to 4 hours is paid at the rate of time and one half save for the months of June, July and August of each year.

All work performed on Saturday during the months of June, July and August, or in excess of 4 hours on Saturday morning during the other months and all work performed on Sundays is paid at double time.

However, hours worked on Saturday by the shift which begins work before 23 h 59, on Friday, as well as hours worked on Sunday by the shift which begins work before 23 h on Sunday are not paid at increased rates, exception is made for those hours which exceed the number for a standard workday.

**4.03.** Notwithstanding the above provisions, the standard workweek of maintenance and repair men shall consist of 40 working hours, from Monday to Saturday inclusively. Time and a half shall be paid for any time worked over and above the daily standard working hours provided for in section 4.01. On the other hand, double time shall be paid for any time worked on Sunday.

**4.04.** Notwithstanding the provisions of the foregoing sections, for stokers (boiler firemen), stationary engineers and watchmen, the standard workweek consists of 40 working hours. Time and a half shall be paid for any time worked over and above the standard workweek.

The employees to whom this section applies are entitled, each week, to a rest period of 24 consecutive hours or to 2 rest periods of 15 consecutive hours.

**4.05. Night work :** Night work is paid on the basis of 15% in excess of the regular rate of pay of the day shift, but such premium for night work shall not exceed a maximum of 0,40 \$ per hour. Any remuneration for overtime work shall include this 15%.

Notwithstanding the provisions of the Decree this premium for night work does not apply to watchmen, boiler firemen (stokers), and stationary engineers ; such employees are remunerated on the basis of a day shift plus 0,10 \$ per hour providing they are employed exclusively as such and are not performing production work operations.

**4.06. Meal period :** Employers operating work centers on 3 shifts will pay their employees on the basis of 8 hours pay for 7½ hours of work, providing there is no interruption in the operation of the equipment and that half an hour is granted to employees for their meal.

**5.00. General holidays with pay**

**5.01.** (1) St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

(2) The employer grants his employee 11 observed and paid general holidays to be chosen from among the following days : New Year's Day, 2 January, 6 January, Good Friday, Easter Monday, Ascension Day, Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, All Saints' Day, Immaculate Conception, 24 December, Christmas Day, 26 and 31 December. One mobile holiday with pay shall be determined by the majority of employees, the whole not to exceed 11 observed holidays with pay.

**5.02.** When a general holiday provided for in section 5.01 falls on a Tuesday, a Wednesday or a Thursday, the employer may, with the consent of the majority of his employees, observe it on the Monday preceeding the holiday or on the Friday following it ; when one of the said holidays falls on a Saturday or a Sunday, the employer may, under the same conditions, observe it on the Friday preceeding the holiday or on the Monday following it.

**5.03.** Hours worked on a observed holiday with pay shall be paid at double time.

**5.04.** The holiday pay for general holidays with pay as provided for in section 5.01 is payable to the employee who has 30 working days of service with his employer. The said holiday pay is equal to the number of hours in the employee's standard workday, multiplied by his hourly rate and increased by the shift premium for any employee who would have worked the night shift on that day.

The employee who is absent from work because of a temporary layoff due to a shortage of work, an industrial accident or an illness certified by a medical certificate, or an absence authorized by the employer or by the Decree, or because of the temporary closing of the establishment, is entitled to the general holiday pay, if such absence do not exceed 30 calendar days ending the day preceding the holiday.

**5.05.** No later 15 December, the employer transmits in writing, to the parity committee, the list of general holidays with pay he has decided to observe for the following year. This list shall be posted up in a conspicuous place in his establishment.

#### **6.00. Annual vacation with pay**

**6.01. Qualifying period :** The period during which an employee gradually becomes entitled to a complete annual vacation extends from 1 May of the previous year to 30 April of the current year.

**6.02. Vacation entitlement and vacation pay :** Any employee who, on 1 May of each year, has less than one year of continuous service with the same employer, is entitled to one day's vacation with pay for each month of service, up to a 10-day maximum. The vacation pay is equal to 4% of the wage earned during the qualifying period.

**6.03.** Any employee who, on 1 May of each year, has at least one year's service with the same employer, is entitled to a paid holiday established as follows :

<i>Years of service</i>	<i>Term of the leave</i>	<i>Holiday pay : the % of gross earnings or of hours multiplied by the basic hourly rate of the employee concerned whichever is higher</i>
(a) 1-4	2 weeks	4% of gross earnings or 80 hours
(b) 5-14	3 weeks	6% of gross earnings or 120 hours
(c) 15-24	4 weeks	8% of gross earnings or 160 hours
(d) 25 and over 5 weeks		10% of gross earnings or 200 hours.

**6.04.** When calculating vacation pay, the nightshift bonus shall be added at the prorata of time worked on night shifts during the qualifying period, provided an employee has worked at least 3 months on night shift during the said period.

#### **6.05. Vacation period :**

(1) The first 2 weeks' vacation shall be continuous and taken between 1 May and 1 October of the current year.

(2) The third week shall be granted and taken between 1 May and 30 April of the following year.

(3) It is not permissible to substitute the first 3 weeks of vacation by a monetary compensation.

(4) The fourth and fifth weeks of vacation shall be granted between 1 May of the current year and 30 April of the following year. However, if there is such an agreement between the employer and the employee, the employee may work during his fourth and fifth weeks of vacation.

**6.06.** Should a general holiday with pay mentioned in section 5.01 or an observed holiday occur during an employee's vacation period, he shall be granted either an extra day's vacation at a time acceptable to both employer and employee, or an equivalent monetary compensation for such day.

**6.07. Monetary compensation for vacation with pay :** When the work contract is cancelled before the employee has taken the full vacation due to him, he shall receive a monetary compensation based on sections 6.02 through 6.07.

**6.08.** No employer shall dismiss an employee with intent to rehire him or to engage another for the same work, at a lower rate.

**6.09.** The employer shall facilitate the accomplishment of the employee's religious obligations.

#### **7.00. Jury duty**

**7.01.** Any employee required to perform the duties of a juror receives the difference between the wage received as a juror and 8 hours at his regular wage rate, subject to the following conditions :

(a) the employee shall supply proof of his summons as juror and the amount received ;

(b) the days allowed for such payment are working days during which the employee would have normally worked.

**8.00. Bereavement leave**

**8.01.** In the event of a death in the immediate family : father, mother, spouse, son, daughter, brother or sister, a regular employee is entitled to a leave with pay up to 3 working days at his regular wage rate to attend the funeral. In the case of a father-in-law, mother-in-law, brother-in-law or sister-in-law, one working day's leave on the day of the funeral. This applies only if the time requested occurs during a day normally worked by the employee.

**9.00. Attendance pay**

**9.01.** When an employee reports to work and there is no work available due to a reason beyond the employer's control, he shall receive the equivalent of 3 hours at his regular hourly wage rate.

**10.00. Payment of wages**

**10.01.** Wages are paid to the employee by cheque or in cash, at the option of the employer.

**10.02.** The following particulars shall appear on the earnings statement or cheque stub :

- (a) the employer's name ;
- (b) the employee's family name and first names ;
- (c) the date of payment and the work period corresponding thereto ;
- (d) the number of hours worked ;
- (e) the number of hours at the regular rate ;
- (f) the number of hours at time and one half ;
- (g) the number of hours at double time ;
- (h) the gross amount of wages ;
- (i) the nature and amount of deductions ;
- (j) the net amount of wages.

**11.00. Manufacturing**

**11.01.** Employers making boxes solely for their own use are exempt from strict adherence to the provisions of the present Decree if, in the opinion of the parity committee, the conditions (wages, working hours, vacation with pay, etc.) in effect with their employees, are equivalent to, or better than those provided for in this Decree.

**12.00. Service card**

**12.01.** The parity committee issues a service card to any employee performing an operation classified in the present Decree.

The period of service acquired by an employee on a classified operation is permanent and is registered on this card.

The period of service so acquired is deductible from the apprenticeship period required under the Decree for the same operation. An employee receives not less than the minimum wage rate of the classified operation he is performing if he presents to his employer upon being hired a service card showing a longer period of service on the said operation than the one required by the apprenticeship clause.

**13.00. Rest periods**

**13.01.** (1) Each day, any employee is granted a continuous 10-minute rest period during the first half of his workday and a continuous 10-minute rest period during the second half of his workday.

(2) Any employee required to perform 2 hours of overtime benefits from another 10-minute rest period at the end of his regular shift. Thereafter he is entitled to the same rest periods at the regular shift.

**14.00. Printing work**

**14.01.** For the purposes of this Decree, printing employees concerns all persons engaged in the production of printing in plants manufacturing paper boxes. The working conditions of these employees are the same as those set out in all the other sections of this Decree with, however, the following special provisions.

**14.02. Definitions :** For the purposes of this Decree, the following expressions mean :

(a) "journeyman" : an employee who has completed the term of apprenticeship as set forth in section 14.06 ;

(b) "apprentice" : an employee who is learning a journeyman's trade. The number of years of his or her apprenticeship shall be as set forth in section 14.06 ;

(c) “feeder” or “feeder operator” : any employee who manually feeds stock to letter press presses or who tends the paper feeding mechanism of such presses ;

(d) “helper” : an unskilled employee engaged on work not requiring special training.

**14.03. Workweek :** The regular workweek consists of 40 hours, from Monday to Friday inclusively. The regular hours of work for the day shift shall be distributed between 7 h and 18 h and those of the night shifts between 15 h and 7 h, but shall not exceed 8 hours per day for each shift, from Monday to Friday inclusively. A list of the daily hours so chosen shall be posted in a conspicuous place in every workshop.

**14.04. Overtime :**

(1) Overtime shall be all time worked by any employee over the regular working hours of each day, before or after the regular hours of his shift, and shall be paid at the rate of time and a half for the first 3 hours and at the rate of double time hereafter.

All work performed on Saturday morning up to 4 hours is paid at time and one half, save for the months of June, July and August of each year.

All work performed on Saturday during the months of June, July and August, or in excess of 4 hours on Saturday morning during the other months and all work performed on Sundays is paid at double time.

(2) If an employee works on more than one shift within any 24 hour period, he shall be deemed to belong to the first shift on which he worked, and any time he works after the regular quitting time of the first shift be deemed to be overtime.

**14.05. General holidays with pay :** Division 5.00 of this Decree shall apply to employees assigned to printing work.

**14.06. Apprenticeship :**

(1) The maximum number of apprentices allowed for regular and overtime work, in each department, on each shift, shall be as follows :

- (a) for 1,2 or 3 journeymen  
(regularly employed) . . . . . 1 apprentice ;
- (b) for 4,5 or 6 journeymen  
(regularly employed) . . . . . 2 apprentices ;

(c) for 7,8 or 9 journeymen  
(regularly employed) . . . . . 3 apprentices ;

(d) for each 3 additional journeymen  
(regularly employed) . . . . . 1 apprentice.

(2) In no case shall apprentices or feeders be permitted to work unless there is a journeyman present.

(3) A first year apprentice may be added to the department when an apprentice actually employed in the said department enters his fourth year.

(4) Assistant-pressmen, feeders and helpers shall not be included in reckoning the number of apprentices.

**14.07. Operation of presses :** Rules governing the operation of presses shall be as follows :

(a) for all platen and automatic job presses, not less than one journeyman pressman for the first 3 presses or fraction thereof in operation, and one additional journeyman pressman for each 3 additional presses or fraction thereof in operation, shall be employed. Other employees engaged on such presses may be assistant-pressmen, feeders or apprentices, the last named being subject, in respect of numbers, to section 14.06 ;

(b) for all cylinder presses, excluding automatic job presses, not less than one journeyman pressman for the first 2 presses or fraction thereof in operation, and one additional journeyman pressman for every 2 additional presses or fraction thereof in operation, shall be employed. Other employees engaged on such presses may be assistant-pressmen, feeders or apprentices, the last named being subject, in respect of numbers, to section 14.06 ;

(c) for all multicolor cylinder presses, whether automatic or hand fed, not less than one journeyman pressman for each press in operation shall be employed. Other employees engaged on such presses may be assistant-pressmen, feeders or apprentices, the last named being subject, in respect of numbers, to section 14.06.

**14.08. Annual vacation with pay :** Division 6.00 applies to employees assigned to printing work.



# **14.09. Minimum rates :**

	<i>Minimum hourly rates</i>	<i>As of 1 September 1980</i>
Composing room :		
Journeyman compositor	7,45 \$	8,11 \$
Platen presses :		
Journeyman pressman	6,76	7,35
Feeder on above presses	5,72	6,22
Cylinder press (one colour) :		
Journeyman pressman :		
1 <sup>st</sup> year	7,22	7,86
2 <sup>nd</sup> year	7,45	8,11
Assistant-pressman	6,81	7,41
Feeder on above presses	5,99	6,52
Cylinder presses (2 colours and more) :		
Journeyman pressman :		
1 <sup>st</sup> year	7,82	8,51
2 <sup>nd</sup> year	7,99	8,69
Assistant-pressman or feeder on above presses	6,76	7,35
Apprentice :		
1 <sup>st</sup> year :		
1 <sup>st</sup> semester	4,34	4,72
2 <sup>nd</sup> semester	4,68	5,09
2 <sup>nd</sup> year :		
1 <sup>st</sup> semester	4,84	5,27
2 <sup>nd</sup> semester	5,32	5,79
3 <sup>rd</sup> year :		
1 <sup>st</sup> semester	5,68	6,18
2 <sup>nd</sup> semester	6,08	6,62
4 <sup>th</sup> year :		
1 <sup>st</sup> semester	6,34	6,90
2 <sup>nd</sup> semester	6,73	7,32

## **15.00. Term of the Decree**

**15.01.** This Decree shall remain in force until 31 August 1981. It is then automatically renewed from year to year thereafter unless the employer group or the employee group is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to the other party not more than 90 and not less than 60 days from 31 August 1981 or of any subsequent year.

O.C. 71(A)-52, (1952) 84 O.G., 465  
O.C. 412(F)-52, (1952) 84 O.G., 1106 and 1311  
O.C. 888(B)-52, (1952) 84 O.G., 2171  
O.C. 80(B)-53, (1953) 85 O.G., 402  
O.C. 101(E)-53, (1953) 85 O.G., 527  
O.C. 101(B)-54, (1954) 86 O.G., 675 and 809  
O.C. 25(A)-55, (1955) 87 O.G., 97  
O.C. 101(A)-55, (1955) 87 O.G., 553  
O.C. 478(B)-55, (1955) 87 O.G., 1488  
O.C. 727(E)-55, (1955) 87 O.G., 2135  
O.C. 430(D)-56, (1956) 88 O.G., 1552  
O.C. 503(1)-56, (1956) 88 O.G., 1766  
O.C. 1082(E)-56, (1956) 88 O.G., 3474 and 3676  
O.C. 215(D)-57, (1957) 89 O.G., 1002  
O.C. 877(A)-57, (1957) 89 O.G., 3099  
O.C. 590(B)-58, (1958) 90 O.G., 2042 and 2143  
O.C. 1189(A)-58, (1958) 90 O.G., 4299  
O.C. 465(B)-61, (1961) 93 O.G., 928  
O.C. 308(C)-62, (1962) 94 O.G., 1438, 2218  
O.C. 632(B)-62, (1962) 94 O.G., 2218  
O.C. 94(B)-63, (1963) 95 O.G., 663  
O.C. 1157(B)-63, (1963) 95 O.G., 3374  
O.C. 1113(A)-64, (1964) 96 O.G., 3207 and 5077  
O.C. 2002(B)-64, (1964) 96 O.G., 5607  
O.C. 992(B)-65, (1965) 97 O.G., 2979  
O.C. 2367-66, (1966) 98 O.G., 6356  
O.C. 140-68, (1968) 100 O.G., 883  
O.C. 1345-68, (1968) 100 O.G., 2781  
O.C. 228-69, (1969) 101 O.G., 978  
O.C. 2190-71, (1971) 103 O.G., 4951 and 6132  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 570-73, (1973) 105 O.G. II, 425  
O.C. 2094-73, (1973) 105 O.G. II, 2523 and 4485  
O.C. 3095-73, (1973) 105 O.G. II, 5301  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 810-75, (1975) 107 O.G. II, 1277 and 2199  
O.C. 2149-75, (1975) 107 O.G. II, 2833  
O.C. 523-77, (1977) 109 O.G. II, 893  
O.C. 687-77, (1977) 109 O.G. II, 1153  
O.C. 1128-78, (1978) 110 G.O., 1419  
O.C. 2499-78, (1978) 110 G.O., 3961  
O.C. 1181-79, (1979) 111 G.O., 3093  
O.C. 1673-79, (1979) 111 G.O., 4037  
O.C. 1674-79, (1979) 111 G.O., 4039  
O.C. 2187-79, (1979) 111 G.O., 5359  
O.C. 1389-80, (1980) 112 G.O.II, 1979 and 2173  
O.C. 3284-80, (1980) 112 G.O.II, 4359  
O.C. 3936-80, (1980) 113 G.O.II, 29  
O.C. 1603-81, (1981) 113 G.O.II, 1987

O.C. 1884-47, (1947) 79 O.G., 2769  
O.C. 277(B)-48, (1948) 80 O.G., 866  
O.C. 422(A)-48, (1948) 80 O.G., 1058  
O.C. 748(D)-48, (1948) 80 O.G., 1592  
O.C. 971(C)-48, (1948) 80 O.G., 1964  
O.C. 1288(E)-48, (1948) 80 O.G., 2626  
O.C. 1763(G)-48, (1948) 80 O.G., 3316  
O.C. 1784(A)-48, (1949) 81 O.G., 39  
O.C. 883(C)-49, (1949) 81 O.G., 1962  
O.C. 108(B)-50, (1950) 82 O.G., 473  
O.C. 120(A)-51, (1951) 83 O.G., 558



c. D-2, r.5

## Decree respecting the corrugated paper products industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees, the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

SPB Canada (1979) Inc. (Québec Plant) ;

SPB Canada (1979) Inc. (Montréal Plant) ;

Domtar Inc., Packaging Group, Corrugated Paper Boxes Division (Molson Street Plant) ;

Kruger Inc. (Lasalle Packaging Division) ;

Consolidated Bathurst Packaging Limited (Montréal Plant) ;

Consolidated Bathurst Packaging Limited (Saint-Laurent Plant) ;

Canadian International Paper Company ;

and, on the other part :

*Le Syndicat de la boîte de carton de Québec Inc.* (CNTU) ;

*Le syndicat International des Travailleurs du Bois d'Amérique* (AFL, CIO, CLC, QFL) ;

*Le Syndicat des employés de Kurger - LaSalle* (CNTU) ;

*L'Union des employés des Cartonniers Standard* (CNTU) ;

*Le Syndicat canadien des Travailleurs du Papier, local 849* ;

*Le Syndicat canadien des Travailleurs du Papier, local 205* (CLC).

for the employers and employees of the industry and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 7 May 1955.

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and trades concerned

and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the approval of the said petition ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 7 May 1955.

### 1.00. Jurisdiction

**1.01. Territorial jurisdiction :** The territorial jurisdiction of the Decree encompasses the entire territory of Québec.

**1.02. Industrial jurisdiction :** The Decree covers the work of all persons performing any or many of the operations being part of, related to or connected with the manufacturing of corrugated paper products such as boxes, sleeves, divisions, partitions, sheets, pads and other similar products entirely or partly made of corrugated paper whether said operations are performed completely or in part by the same employer or by several employers ; whether they are performed completely or in part in one or several trade plants, private, industrial, commercial or any other establishments ; whether such operations constitute the principal business of the employer or are accessory or complementary to any other business or other business or enterprise, and whether the said boxes are manufactured for the purpose of sale to other consumers for the exclusive use of the employer.

The Decree also covers the work of all persons performing any or many of the operations being part of, related to or connected with the reconditioning of used corrugated paper boxes which are re-worked for resale.

### 2.00. Definitions

**2.01.** For the purpose of this Decree, the following expressions mean :

(a) "probationary employee" : employee who has worked for an employer for less than 3 months in any 12 consecutive months ;

(b) "regular employee" : employee who has worked for an employer for 3 months or more in any 12 consecutive months.

### **3.00. Hours of work**

**3.01.** Establishing hours of work is the sole purpose of Division 3.00. It does not guarantee hours of work per day or per week.

**3.02.** All employers, except stationary enginemen and firemen (stokers), shall have a 40-hour standard workweek.

**3.03.** The standard workweek for stationary enginemen (stokers) and boiler firemen is 44 hours. These employees are entitled to one day of rest for each 6 days of work.

**3.04.** Working hours for the different shifts are scheduled as follows :

- (a) 1<sup>st</sup> shift : between 7 h and 18 h ;
- (b) 2<sup>nd</sup> shift : between 14 h and 1 h ;
- (c) 3<sup>rd</sup> shift : between 23 h and 8 h.

When an employer is operating only one shift, the working hours shall be scheduled between 7 h and 18 h.

**3.05.** When working hours exceed 5 hours, the employer grants in the middle of the work period, a 30-minute rest period without pay for employees to take their meal, or a 20 minute rest period with pay.

### **4.00. Overtime, shift premium, rest periods**

**4.01.** Except for stationary enginemen and firemen (stokers), work done on Saturdays, Sundays, holidays or in excess of the hours of the standard workweek are paid at time and a half the normal rate. Hours worked on Saturdays, Sundays or holidays which involve an increase in the normal rate are not considered as hours of the standard workweek.

**4.02.** Straight time is paid for a shift starting at 0 h or before 0 h on Friday night.

**4.03.** Time and one half is paid for all hours worked by stationary enginemen and firemen (stokers) on the seventh consecutive workday, on holidays or Sundays, and all hours worked in excess of 44 hours per week.

Such hours paid at time and one half for work on holidays and Sundays are not included in the total weekly hours for purposes of computing weekly overtime.

### **4.04. Shift premiums :**

(a) 2<sup>nd</sup> shift : the employee assigned to the 2<sup>nd</sup> shift receives a premium of 0,16 \$ per hour ;

(b) 3<sup>rd</sup> shift : the employee assigned to the 3<sup>rd</sup> shift receives a premium of 0,22 \$ per hour.

The shift premium shall not apply to the day shift employee working partly during the hours of the second shift.

**4.05.** Shift premiums do not apply in the case of day shift employees required to work part of the second shift.

**4.06.** Shift premiums shall not be taken into account for any other calculation of pay.

### **4.07. Rest period :**

(1) The employer grants employees 2 ten-minute rest periods with pay for each shift.

(2) When an employee does 2 hours' overtime or more, the employer grants him a 10-minute rest period with pay, before or after the regular hours of his shift.

(3) When an employee does 4 hours' overtime or more, the employer grants him a 15 minute rest period with pay, at a time left to the employer's discretion.

**4.08.** Overtime, shift premium or production bonuses shall not be used to make up the minimum hourly wage rates stipulated in this Decree.

### **5.00. Wage rates**

**5.01.** The minimum wage rates are as follows :

#### *Job classification*

Lead hand . . . . . 7,05 \$

Corrugated machine :

operator . . . . . 6,89  
temporary operator . . . . . 6,80

slitter and knifer . . . . .	6,80 \$	Folding and glueing machine :	
double - backer . . . . .	6,70	operator . . . . .	6,76 \$
tailer and roll shafter . . . . .	6,41	tailer and inspector :	
Corrugated machine (small-glassine) :		Class A . . . . .	6,65
operator . . . . .	6,71	Class B . . . . .	6,52
slitter and knifer . . . . .	6,55	Folding and taping machine :	
tailer and roll shafter and helper . . . . .	6,24	operator . . . . .	6,76
Printer-slotter machine and flexographic press :		tailer and inspector . . . . .	6,33
operator . . . . .	6,80	Semi-automatic taping machine :	
slotter man . . . . .	6,65	operator . . . . .	6,49
feeder and tailer . . . . .	6,49	tailer and inspector . . . . .	6,33
Printing press longway :		Box folding :	
operator . . . . .	6,70	folder . . . . .	6,24
tailer . . . . .	6,49	Hand taping machine :	
Slotting machine (large boxes) :		operator . . . . .	6,24
operator . . . . .	6,56	Automatic folding and stitching machine :	
tailer . . . . .	6,33	operator . . . . .	6,69
Slotting machine (small boxes) :		feeder . . . . .	6,33
operator . . . . .	6,49	tailer and inspector . . . . .	6,33
tailer . . . . .	6,33	Semi-automatic stitching :	
Box slitting and scoring machine 1 <sup>st</sup> operation) :		operator . . . . .	6,56
operator . . . . .	6,66	Manual stitching machine :	
tailer . . . . .	6,33	operator . . . . .	6,56
Sheet slitting and scoring machine (miscellaneous) :		Band saw :	
operator . . . . .	6,55	operator . . . . .	6,33
tailer . . . . .	6,33	Curtain coater :	
Combination partition slitter - slotter :		operator . . . . .	6,70
operator . . . . .	6,65	tailer . . . . .	6,33
tailer . . . . .	6,48	Printing, tinting and laminating machine :	
Plain partition slotter :		operator . . . . .	6,80
operator . . . . .	6,49	helper . . . . .	6,41
tailer . . . . .	6,33	Automatic steel-wrapping machine :	
Partition assembly machine :		operator . . . . .	6,65
operator . . . . .	6,56	Automatic die press cutting machine :	
feeder . . . . .	6,24	operator . . . . .	6,76
tailer . . . . .	6,24	helper or stripper . . . . .	6,33
Partition assembly :		Platen die press cutting machine (handfed) :	
assembler . . . . .	6,24	operator . . . . .	6,70
Flap-cutting machine :		helper or stripper . . . . .	6,33
operator . . . . .	6,56		
tailer . . . . .	6,33		

Rewinding and cutting machine (single face) :	
operator . . . . .	6,55 \$
tailer :	
Class A . . . . .	6,48
Class B . . . . .	6,41
Waxing machine :	
operator . . . . .	6,48\$
Bundling and tying :	
tier . . . . .	6,41
Adhesive unit :	
operator . . . . .	6,56
Waste-bailing press :	
operator . . . . .	6,49
helper . . . . .	6,41
Roll handling :	
chief roll handler . . . . .	6,56
Power roll handling :	
operator . . . . .	6,56
roll handler . . . . .	6,41
Handling :	
power lift-truck operator . . . . .	6,56
Unclassified machines :	
operator . . . . .	6,55
feeder . . . . .	6,24
Shipping department :	
shipper . . . . .	6,80
assistant-shipper . . . . .	6,65
checker . . . . .	6,48
trailer truck driver . . . . .	6,70
truck driver . . . . .	6,65
helper . . . . .	6,38
Maintenance :	
tradesman . . . . .	6,94
mechanic . . . . .	6,94
tradesman's helper . . . . .	6,66
oiler . . . . .	6,55
janitor . . . . .	6,37
Boiler room :	
stationary engineman :	
2 <sup>nd</sup> class . . . . .	7,25\$
3 <sup>rd</sup> class . . . . .	7,00
4 <sup>th</sup> class . . . . .	6,84

## Miscellaneous work :

The basic wage scale for general work is as follows :

General helper . . . . . 6,24 \$

Class A definition : heavy work involving the handling of large boxes.

Class B definition : light work as regards the size and weight of material handled.

**5.02.** No benefit having pecuniary value may be taken into account in computing the minimum wage.

**5.03. Payment of wages :** Wages are paid at regular intervals not to exceed 16 days.

Notwithstanding the first paragraph, an employer may pay an employee within one month following the beginning of his employment.

**5.04. Payment of wages :** Wages are paid to employees in cash or by cheque. When paid in cash, wages are handed to the employee in a sealed envelope initialed by the paymaster.

**5.05.** The following particulars shall be listed on the pay envelope or on a separate earnings statement :

- (a) employer's name ;
- (b) employee's name, in full ;
- (c) payment date and corresponding work period ;
- (d) number of hours paid ;
- (e) hourly wage rate ;
- (f) gross amount of wages ;
- (g) type and amount of all deductions made ;
- (h) amount of take-home pay.

**5.06.** Wages actually higher than the minimum herein stipulated shall not be reduced while this Decree is in force.

**5.07. Special provision respecting wages :** Notwithstanding any other provision of the Decree, the employer shall give the employee at least the minimum weekly wage that is payable to him according to the Regulation respecting labour standards (c. N-1.1, r. 3), or according to any further regulation that could amend or replace it.

**6.00. Staffing requirements****6.01. Standard crew per shift :**

<i>Machine or operation</i>	<i>Standard crew per shift</i>	<i>Optional Crew</i>
Corrugating :	Operator Double backer	Tailers and roll shafters
Printer-slotter :	Knife(Slitter) Operator	Feeders and tailers (or both as the case may be)
Automatic die press cutting machine :	Slotterman Operator	
Automatic steel strapping machine :	Operator	
Printing :	Operator	Assistant operator
Box slotting :		
Box and sheet slitting :		
Curtain coater :		
Flap cutting :		
Bar Scorer :		
Taping :		
Stitching :		
Partition slotting :		
Die press :		
Platen, hand-fed D/C machine :		
Tinter-printer-laminator :		
Baling :		
Corner-cutting :		
Knife :		
Punch :		
Slotter (vertical) :		
Roll and board unloading :	Head roll handler Roll handler	
Shipping :	Shipper	Assistant shipper

**6.02.** In the event of the temporary absence of a member of the standard crew, his replacement is paid the wage rate prescribed for the work he is temporarily assigned to, effective from the first day of work and until the return of

the member of the crew, at which time he returns to his normal occupation and applicable wage rate.

**6.03.** When a regular employee is transferred to a classified operation for reasons other than a temporary absence, as per section 6.02 above, he receives the rate laid down for such work from the day following such transfer.

**7.00. Annual vacation with pay**

**7.01. Qualifying year :** The period during which an employee gradually acquires entitlement to an annual vacation with pay extends from 1 May of the preceding year to 30 April of the current year, and is called the qualifying year.

**7.02. Vacation entitlement :** Every employee governed by this Decree :

(a) after one year of continuous service with the same employer during the qualifying year, is entitled to a continuous paid vacation of at least 2 weeks ;

(b) if he has less than one year of continuous service with the same employer during the qualifying year, he is entitled to a continuous paid vacation equal to one day's vacation for each month of service. This vacation not to exceed 2 weeks ;

(c) if he has at least 8 years of continuous service with the same employer, he is entitled to a 3-week vacation ;

(d) if he has at least 16 years of continuous service with the same employer, he is entitled to a 4-week vacation.

**7.03.** The employee's vacation pay is established in the following manner :

(a) 4% of his total wages earned during the qualifying year, if he has less than 8 years of continuous service with his employer ;

(b) 6% of his total wages earned during the qualifying year, if he has 8 years of service with his employer ;

(c) 8% of his total wages earned during the qualifying year, if he has 16 years of continuous service with his employer.

**7.04.** An employee's total earnings include the amount he received as vacation pay for the previous year.

**7.05. Monetary compensation for vacation with pay :** When a work contract is cancelled before the employee is able to take his due vacation, the employee receives, for

the unused portion of his vacation, a monetary compensation determined according to sections 7.02 through 7.04.

**7.06. Payment of vacation pay :** Before leaving on his earned annual vacation, the employee shall receive the vacation pay provided for in sections 7.03 and 7.04, for the vacation period that he takes.

**7.07. Vacations :** The first 2 weeks of vacation are continuous and taken between 1 May and 30 September of the current year.

However, an employer may divide the annual vacation of his employee into 2 periods of one week each if an employee makes such a request. Annual vacation that does not last longer than one week may not be divided.

The third and fourth weeks' annual vacation may be taken between 1 October of the current year and 30 April of the following year.

## **8.00. General holidays with pay**

**8.01.** The following days are general holidays with pay for any permanent employee :

(a) New Year's Day, Good Friday, Queen's Birthday, 1 July, Labour Day, Thanksgiving Day and Christmas.

However, when one of the holidays with pay falls on a Tuesday, Wednesday or Friday, any employer may, with the consent of the majority of his employees celebrate and pay such holiday, either the preceding Monday, or the Friday immediately following the holiday.

Should one of these holidays fall on a Saturday or a Sunday, the employer may celebrate and pay such holiday, either the preceding Friday, or the Monday immediately following the holiday ;

(b) moreover, the employer grants the permanent employee 3 days of holiday with pay during the period included between 23 December and 3 January of each year.

When one of the 3 holidays mentioned in the first paragraph falls on a working day, such day is a paid holiday. However, if it falls on a Saturday or a Sunday, the employer may pay it without having to defer such holiday to a working day ;

(c) St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**8.02.** The permanent employee receives for his holiday with pay, 8 times his regular hourly wage.

**8.03.** To be entitled to the pay mentioned in section 8.02, the employee shall work or be available to work, the regular workday preceding and the regular workday following the day on which the holiday is observed except when it is an absence due to sickness or to a lay off due to a lack of work not exceeding 10 days of work prior to the holiday or to an absence duly authorized in writing by the employer.

**8.04.** The holiday pay is not considered in another computation of the pay.

**8.05.** Under a special collective agreement, the employer who grants at least 9 holidays to his employees, may observe and pay holidays other than those mentioned in paragraph *a* of section 8.01.

**8.06.** Holidays appearing in paragraphs *b* and *c* of section 8.01 are observed and paid, according to the provisions provided for in these paragraphs.

## **9.00. Term of decree**

**9.01.** This Decree remains in force until 1 January 1982.

It is automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of November 1981 or of any subsequent year.

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O.C. 728-55, (1955) 87 O.G., 2135  
 O.C. 694(E)-56, (1956) 88 O.G., 2441  
 O.C. 270(D)-57, (1957) 89 O.G., 1148  
 O.C. 386(A)-58, (1958) 90 O.G., 1650  
 O.C. 255(B)-59, (1959) 91 O.G., 1521  
 O.C. 727(B)-59, (1959) 91 O.G., 3158 and 3341  
 O.C. 877(A)-60, (1960) 92 O.G., 2643  
 O.C. 1885(B)-60, (1960) 92 O.G., 4700  
 O.C. 1078(B)-61, (1961) 93 O.G., 2236  
 O.C. 907(E)-62, (1962) 94 O.G., 3160  
 O.C. 963(C)-63, (1963) 95 O.G., 2962 and 4152  
 O.C. 1725(C)-64, (1964) 96 O.G., 4923  
 O.C. 1789-66, (1966) 98 O.G., 5454  
 O.C. 807-68, (1968) 100 O.G., 2206  
 O.C. 3123-68, (1968) 100 O.G., 5623  
 O.C. 2801-70, (1970) 102 O.G., 4885  
 O.C. 211-71, (1971), 103 O.G., 1358  
 O.C. 2712-71, (1971), 103 O.G., 6285  
 O.C. 4408-71, (1972) 104 O.G., 67

O.C. 962-72, (1972) 104 O.G., 3416  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 2939-73, (1973) 105 O.G. II, 4703 and 5499  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1490-74, (1974) 106 O.G. II, 1889  
 O.C. 2520-75, (1975) 107 O.G. II, 3439  
 O.C. 241-76, (1976) 108 O.G. II, 1417  
 O.C. 2279-76, (1976) 108 O.G. II, 4079  
 O.C. 2725-76, (1976) 108 O.G. II, 5055  
 O.C. 2092-77, (1977) 109 O.G. II, 3453  
 O.C. 2493-77, (1977) 109 O.G. II, 3843  
 O.C. 1129-78, (1978) 110 G.O., 1479  
 O.C. 1187-79, (1979) 111 G.O., 3117  
 O.C. 1391-80, (1980) 112 G.O. II, 1993 and 3713  
 O.C. 1218-81, (1981) 113 G.O. II, 1487





c. D-2, r.6

## Decree respecting the cartage industry in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

The Trucking Association of Québec, Inc. (Regional Section of Montréal) ;

and, on the other part :

Cartage and Miscellaneous Employees Union, Local 931 ;

for the employers and the employees of the occupations concerned, according to the conditions described in the *Québec Official Gazette* of 1 May 1948 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of the working conditions in the industry and occupations concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been observed as regards the publication of notices ;

WHEREAS one objection has been made against the said request and whereas it has been submitted to the contracting parties for consideration ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 1 May 1948.

### 1.00. Definitions

1.01. In this Decree, the following expressions mean :

- (a) "driver" : the holder of a driver's licence ;
- (b) "driver of a straight truck" : driver of a truck with 2 axles ;
- (c) "tandem truck driver" : driver of a truck with more than 2 axles ;
- (d) "tractor semi-trailer driver" : driver of a tractor semi-trailer ;
- (e) "tank-truck driver" : driver of a tank-truck ;
- (f) "tank-trailer driver" : driver of equipment of the tank-trailer type ;
- (g) "train driver" : driver of a tractor which pulls more than one trailer ;
- (h) "automotive trailer driver" : driver of an automatic trailer ;
- (i) "float driver" : driver of a tractor to which is attached equipment of the semi-trailer type with goose-neck used in the transportation of heavy or large parts, and in particular, heights, lengths, widths or weights that exceed legal limits ;
- (j) "float driver, "Nicolas" type" : driver of a tractor to which is attached equipment of the float type with a depressed platform and a hydraulic suspension of the specialized "Nicolas" type ;
- (k) "driver mover" : employee whose functions consist in the loading and unloading of furniture and in the driving of any vehicle equipped as a moving van ;
- (l) "checker" : employee whose functions consist in the checking and registration of merchandise, acknowledgement of receipts and lading bills including the clerical work connected with the said functions and excluding the work of an office clerk ;
- (m) "dockman" : employee whose regular duties involve storing merchandise and platform work ;
- (n) "townmotor operator" : driver of a motor vehicle known as a fork lift ;
- (o) "bull moose type crane operator" : driver of equipment of the crane-moose type ;

(p) “mobile crane operator” : driver of tow-motor equipment of the Austin-Western type ;

(q) “industrial machine mover” : employee assigned to the removal of industrial machines ;

(r) “packer” : employee assigned to packing for removal purposes ;

(s) “helper” : employee who assumes the duties of helper as required by the employer ;

(t) “helper 18 years and less” : employee not more than 18 years of age engaged in supervision, but not in handling merchandise over 27 kilograms (60 pounds) ;

(u) “artisan” : any person carrying out alone or in partnership work governed by this Decree or any employer or professional employer carrying out similar work ;

(v) “escort driver” : employee qualified as a driver of the vehicle that must be escorted because the vehicle or its load exceed legal limits.

## **2.00. Jurisdiction**

### **2.01. Territorial :** This Decree applies :

(a) to the Island of Montréal, Caughnawaga and to the municipalities of Laval, Brossard, Greenfield Park, Saint-Hubert, Saint-Lambert, Longueuil, Ville Le Moyne, Notre-Dame-du-Sacré-Coeur ;

(b) to the municipalities of Candiac, Laprairie, Saint-Constant, Boucherville, Saint-Bruno-de-Montarville, Châteauguay, Châteauguay-Centre, Léry, Mercier, Carignan, Chambly, Saint-Basile-le-Grand, Beloeil, McMasterville, Sainte-Julie, Saint-Mathieu-de-Beloeil, Mont-Saint-Hilaire, Otterburn Park, Repentigny, Delson and Sainte-Catherine for those enterprises operating on a local basis within the Island of Montréal.

### **2.02. Industrial :** This Decree governs :

(a) transportation by motor vehicle for a third party and for payment ;

(b) the loading and unloading of a motor vehicle ;

(c) a related transportation operation or an operation which completes a transportation service when this operation is done by an employee whose function is provided for in Division 5.00 ;

(d) transportation with rented trucks of 1 000 kilograms or more, except if the total duration of the location

represents a period of 30 days or less during a calendar year.

### **2.03. This Decree does not govern :**

(a) transportation from a construction site to a dumping ground for wastes, excavated stone or demolished materials and also transportation of crushed stone and asphalt, excepting liquid asphalt, to the dumping ground on a construction site ;

(b) transportation on a regular run in virtue of a permit issued by the Commission des transports du Québec between a place within the territorial jurisdiction and one outside the jurisdiction ;

(c) operation for the completion of transportation provided for in paragraph b and including the pickup and delivery of materials, as long as this operation is done by the enterprise which performed the transportation of the said merchandise on a regular run ;

(d) transportation of fluid dairy products except evaporated milk.

### **2.04. Professional :** This Decree governs :

(a) the employee whose functions are mentioned in Division 5.00 ;

(b) the employee who drives a vehicle other than on a regular run from a place situated within the territorial jurisdiction to any place situated outside of it ;

(c) the enterprise that has its place of business or that operates within the territorial jurisdiction of this Decree ;

(d) the enterprise whose trucking operations are done partly within and partly outside the territorial jurisdiction of this Decree, and governs those operations performed within the jurisdiction ;

(e) the employers, employees or artisans using rented trucks weighing 1 000 kilograms and over, except if the total duration of the rental time represents 30 days or less during one calendar year.

### **2.05. This Decree does not govern :**

(a) the foreman ;

(b) the office worker ;

(c) the employee who is empowered to hire or fire personnel ;

(d) the employee who performs work governed by the Act respecting labour relations in the construction industry (R.S.Q., c. R-20) ;

(e) the employee who, on a construction site, does the loading and unloading work governed by the Act respecting labour relations in the construction industry ;

(f) the employee assigned to the removal of solid waste, as defined by the Regulation respecting solid waste (c. Q-2, r. 14) ;

(g) the employee assigned to the transport of valuables and monies.

### **3.00. Hours of work**

**3.01.** The standard workweek shall not exceed 42½ hours, scheduled from Monday through Friday.

**3.02.** The standard workday is 8½ hours.

**3.03.** The meal period is at least 30 continuous minutes and not more than 60 continuous minutes. The noon meal may be taken between 11 h 30 and 13 h 30 and the evening meal between 17 h and 19 h.

**3.04.** The employer grants a 15-minute rest period with pay each morning and each afternoon to the employee who works 4 hours or more. For the employee working outside of the establishment of the employer, this rest period is first to be taken during a waiting period.

**3.05.** When an employer has a written contract with a customer for at least 12 months, he may schedule the hours of the regular day or week of the employee assigned to this contract in a different manner from those for provided in sections 3.01 and 3.02 on the following conditions :

(a) the work schedule for the whole period shall be transmitted in advance to the parity committee in writing ;

(b) the period used to prepare the employee's work schedule cannot exceed 4 weeks ;

(c) the standard work schedule may not exceed 42½ hours multiplied by the number of weeks included in the standard work schedule, and the said schedule may not be distributed over more than an average 5 days per week ;

(d) the regular workday shall not exceed 12 hours ;

(e) the regular work schedule cannot be changed during the term of the contract between the employer and the client.

**3.06.** The employee receives his regular wage rate from the moment he reports to work at the request of his employer and during the time spent waiting for instructions, travelling or performing other duties requested of him. Such time is considered as part of the standard workday.

**3.07.** Except when work is interrupted by some fortuitous event, the employer governed by sections 3.01 and 3.02 is entitled to a minimum of 8 consecutive hours of pay at the regular hourly wage rate for each day he reports to work, when needed, unless the employer or his representative notifies him not to report to work.

The employee assigned to perform a contract subject to section 3.05 is entitled to a guaranteed wage for the complete standard week described in this contract, for each week during which he reports to work upon his employer's request. However, the employee is paid only for hours worked when he leaves his job of his own free will. In such a case, the employer shall mention it on the employee's time-card.

When there is a snowstorm or weather forecasts to this effect, the employee shall call his employer before reporting to work to check if he is to report in. If he is not to report or if there is no one to answer, he receives no indemnity or wage.

**3.08.** When an employee must report to work at a place situated more than 64 kilometres from his employer's establishment, he receives a round trip travel allowance equal to his minimum hourly wage rate.

**3.09.** The employee called in to work during the 3 hours following the end of his regular work period is entitled to a minimum of 3 hours of pay at his regular rate increased at time and a half.

### **4.00. Overtime hours**

**4.01.** Hours performed over and above the regular workday or workweek of an employee are considered as overtime hours.

**4.02.** The first 5 hours of overtime worked during any 24-hour period, beginning at the start of the regular workday, are paid at time and a half and any subsequent hours are paid at double time. The employee is replaced for a period of at least 8 consecutive hours as soon as the six-

teenth hour has elapsed following the start of the 24-hour period.

**4.03.** For the employee subject to section 3.01, the overtime hours performed on Saturdays are paid at time and one half and double time is paid for overtime hours performed on Sundays.

**4.04.** For the employee subject to section 3.05, the overtime hours performed during the first day, over and above his regular workweek, are paid at time and one half and the overtime hours performed during the second day over and above his regular workweek, are paid at double time.

**4.05.** The guarantee for the overtime hours provided for in sections 4.03 and 4.04 is 6 consecutive hours per day.

### 5.00. Hourly rates

**5.01.** The minimum hourly rates are as follows :

	<i>As of 80-10-01</i>	
	<i>Hiring date</i>	<i>After 30 days</i>
(a) driver . . . . .	8,37 \$	8,67 \$
(b) mover . . . . .	8,37	8,67
(c) straight truck driver . .	8,37	8,67
(d) tandem truck driver . .	8,42	8,72
(e) tractor semi-trailer driver	8,47	8,77
(f) tank-truck driver . . . .	8,42	8,72
(g) tank-trailer driver . . . .	8,52	8,82
(h) train driver . . . . .	8,52	8,82
(i) automotive trailer driver	8,67	8,97
(j) float driver . . . . .	8,67	8,97
(k) float driver ("Nicolas" type) . . . . .	9,17	9,47
(l) checker . . . . .	8,31	8,61
(m) dockman . . . . .	8,31	8,61
(n) towmotor operator . . .	8,31	8,61

(o) crane operator (bull moose type) . . . . .	8,41 \$	8,71 \$
(p) mobile crane operator .	8,95	9,25
(q) head machinist . . . . .	8,75	9,05
(r) machinist . . . . .	8,50	8,80
(s) piano mover . . . . .	8,50	8,80
(t) packer . . . . .	8,22	8,52
(u) helper . . . . .	8,17	8,47
(v) helper under 18 years of age . . . . .	3,47	3,47
(w) escort driver : the mini- mum hourly wage rate of this employee is the same as that for the driver of the escorted vehicle.		

**Cost of living premium :** The employee is entitled to 0,29 \$ per hour as a premium for hours worked. This premium is not applicable to the payment of general holidays and is not increased in computing overtime hours.

**5.02.** When an employee, on an irregular basis, works between 17 h and 0 h, he receives a premium of 0,25 \$ for each hour worked.

**5.03.** When an employee, on an irregular basis, works between 0 h and 6 h, he receives a premium equal to 50% of his wage for each hour worked between 0 h and 6 h ; these hours are not considered as standard daily hours.

**5.04.** When an employee, on a regular basis, works between 18 h and 6 h, he receives a premium of 0,30 \$ for each hour worked.

**5.05.** The towmotor operator receives a premium of 0,20 \$ per hour when he is requested to carry out the functions of both operator and checker.

**5.06.** When, for at least one day, an employee is assigned to work involving a wage higher than his regular wage he receives the higher wage for all hours worked during this assignment. When an employee is assigned to work involving a rate lower than his regular wage, he does not incur any loss in wages, except when the assignment is carried out to avoid laying off this employee.

**5.07.** When an employee is more than 80 kilometres from the Island of Montréal, he receives 3 \$ for lunch and 3 \$ for supper as meal allowances.

**5.08.** When an employee is required to spend the night outside of his residence, he receives stopover expenses from the time of departure up to the time of his return and determined as follows :

- (a) room 12 \$ ;
- (b) breakfast : 3 \$ ;
- (c) lunch : 5 \$ ;
- (d) supper : 5 \$ .

Upon presentation of a receipt, the employer reimburses any room costs exceeding 12 \$.

When the meals are taken on James Bay territory, on the North Coast and in the United States, the employee is reimbursed as follows :

- (a) breakfast : 4 \$ ;
- (b) lunch : 6 \$ ;
- (c) supper : 6 \$ .

The employee receives an additional indemnity of 2 \$ for meals when he works between 19 h and 0 h and of 1,50 \$ when he works between 0 h and 3 h.

The employee receives no indemnity when he receives a free meal that has already been billed to the employer.

**5.09.** Outside the employer's establishment, one hour is allotted for each meal. When a meal is eaten on the premises of a client, the meal time is the same as for the employees of this client, but must not exceed one hour or be less than ½ hour.

**5.10.** The employer gives any employee requested to travel off the work premises an advance to pay for his expenses.

**5.11.** Any employee who, while carrying out his functions, is required to remain outside of his residence on a general holiday, Saturday, Sunday or in the case of a fortuitous event, is entitled to a minimum wage equal to 8½ hours at the minimum wage rate.

**5.12.** The employer pays to any employee terminating his employment, all wages plus any vacation pay due within the 5 working days following his termination date.

If the employer dismisses an employee who is outside of his station, the employee shall be driven to his station by the employer but without compensation for expenses or pay as of the time of his lay-off.

**5.13.** The employee requested to appear in court as a witness for any case involving his employer receives his regular wage for any working time lost.

**5.14.** The employee who does jury duty receives from his employer an amount equal his minimum hourly wage rate multiplied by the number of regular hours that he would have worked during such absence, less any monies received from the Government as a juror.

**5.15.** The employee is paid either by cheque on Thursday, or in cash on Friday at the latest. When payday falls on a holiday, the wage is paid on the preceding day. If the employee has to wait after the end of his workday to receive his pay, he receives his minimum hourly wage rate for each hour he is obliged to wait.

**5.16.** The wage is paid completely at each pay period in a sealed envelope and the following particulars shall appear on the envelope, the cheque stub or a separate pay slip :

- (a) employer's name ;
- (b) family name and the first names of the employee ;
- (c) employee's number ;
- (d) pay date and the corresponding pay period ;
- (e) number of regular hours ;
- (f) number of hours at time and a half ;
- (g) number of hours at double time ;
- (h) hourly wage rate ;
- (i) gross wage ;
- (j) type and amount of deductions ;
- (k) net wage.

**5.17.** Unless there is written authorization from the employee, a court order or a legal seizure, the employer may not for any reason deduct money from an employee's

wages, except in the case of petty cash payments or money collected from clients (C.O.D.).

## **6.00. Holidays**

**6.01.** The following days are paid general holidays : New Year's Day, 2 January, Good Friday, the Queen's Birthday or Dollard Day, 1 July, Labour Day, Thanksgiving Day, Christmas Eve, Christmas, 26 December and the employee's birthday.

**6.02.** The employee may take his birthday leave on a date determined after agreement with his employer.

Should Government authorities decree a holiday not provided for in section 6.01, the holiday provided for the employee's birthday will no longer be a holiday.

**6.03.** When a holiday falls on a non working day, the celebration is carried over to the working day following or preceding this holiday, unless there is a written agreement between the employer and a majority of his employees to transfer the holiday to another date. Copy of such agreement is forwarded in advance to the parity committee.

**6.04.** When a holiday falls on the Tuesday, Wednesday or Friday, it may be carried over to the Monday or Friday following or preceding the holiday, after agreement between the employer and a majority of his employees. Copy of such agreement is forwarded in advance to the parity committee.

**6.05.** Substitution is the same for all employees of the employer, except for those subject to section 3.08.

**6.06.** For each holiday provided in this Division, the employer pays his employee an indemnity equal to his minimum hourly wage rate multiplied by the number of standard daily hours as provided for in section 3.02 or in section 3.05. To be entitled to this indemnity, the employee shall :

(a) have been in the service of the employer during the 30 days preceding the holiday ;

(b) have worked at least 5 days during these 30 days ;

(c) have been available for the standard workday preceding and following the holiday, except for some major reason, proof of which must be given by him to his employer within the 5 workdays following the general holiday.

For the employee governed by section 3.08, whose daily hours may vary, the indemnity is equivalent to his mini-

mum hourly wage multiplied by his average daily hours, in accordance with the same conditions mentioned above in paragraphs a, b and c of the first paragraph.

**6.07.** Hours worked on a general holiday are paid at double time, with a minimum of 6 hours at the double rate.

**6.08.** As an exception to section 6.07, when a shift-work employee begins a shift on a general holiday and ends his shift the next day, or when he begins a shift on the eve of a holiday and finishes it on the holiday, he receives his regular wage rate as long as the hours worked on the holiday do not exceed 4 hours.

**6.09.** When a paid holiday falls during the vacation period of an employee, the employer grants him an extra day of vacation for each such holiday. Each extra day is taken on the workday preceding or following the vacation period.

**6.10.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

## **7.00. Annual vacation with pay**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, has less than one year of continuous service with the same employer is entitled to one workday of paid vacation for each month of continuous service up to a maximum duration of 2 weeks. The vacation pay is 4% of the employee's wages as of his hiring date up to 30 April of the current year.

**7.03.** The employee who, on 1 May, has one year of continuous service with the same employer is entitled to 2 weeks of paid vacation. The vacation pay is 4% of the employee's wages during the qualifying period.

**7.04.** The employee who, on 1 May, has 5 years of continuous service with the same employer is entitled to 3 weeks of paid vacation. The vacation pay is 6% of the employee's wages during the qualifying period.

**7.05.** The employee who, on 1 May, has 10 years of continuous service with the same employer is entitled to 4 weeks of paid vacation. The vacation pay is 8% of the employee's wages during the qualifying period.

**7.06.** The employee who, on 1 May, has 22 years of continuous service with the same employer is entitled to 5 weeks of paid vacation. The vacation pay is 10% of the employee's wages during the qualifying period.

**7.07.** The first 2 weeks of paid vacation are consecutive.

The employee is entitled to take his 2 weeks of paid vacation during the summer, unless too large a number of employees in the same classification choose the same period. In this case, the employee shall choose another period between 1 April and 31 December or any other date agreed upon between the employer and the employee. For the purposes of this section, summer includes the months of June, July and August.

The third, fourth and fifth weeks of paid vacation may be granted outside the summer months.

With the consent of the employer and the employee, all weeks of paid vacation may be taken consecutively at any time of the year.

**7.08.** When an employee is entitled to more than 2 weeks of paid vacation, he may forfeit any extra week of paid vacation, but, in such case, the employer gives the employee vacation pay owing for such week.

**7.09.** Vacation pay is given as one payment before the employee leaves on vacation, in accordance with sections 5.16 and 5.17.

**7.10.** When an employee is absent from his work because of an accident or illness, he is not considered to be in annual vacation.

**7.11.** The expression "employee's wages" includes vacation pay.

## **8.00. Miscellaneous provisions**

**8.01.** When an employer obliges his employee to wear a uniform, he shall supply such uniform.

**8.02.** The employer may not hire a temporary employee unless all full-time available employees are on the job.

**8.03.** A helper cannot work as a driver when a driver is available.

**8.04.** (1) In the event of the death of his spouse, father, mother, adoptive parents, child, adopted child, brother or sister, the employee is entitled to a paid leave for the period extending from the day of death to the fu-

neral day. The employee is paid for each workday included in this period up to 3 days. This leave may be extended, at the request of the employee, for 2 workdays without pay.

(2) In the event of the death of his father-in-law or mother-in-law, the employee who attends the funeral service when the service takes place in the period Monday through Friday, is entitled to one day without pay and to 2 days with pay.

(3) In the event of the death of his grandfather or grandmother, the employee who attends the funeral service within the period Monday through Friday is entitled to 2 days of leave without pay and one day's leave with pay.

**8.05.** The employer shall have a time clock or a time sheet that is signed daily by each employee.

## **9.00. Social security**

**9.01.** Each month, the employer pays for each insurable employee, a premium of 34,24 \$ to the parity committee for the collective insurance plan adopted by the contracting parties to this Decree and administered by the parity committee.

**9.02.** As soon as the employer is required under this Decree to pay a premium for group insurance he may discontinue contributing to any other insurance plan.

**9.03.** The employee shall undergo any medical examination required by the employer and the employer shall pay the cost of such examination.

**9.04.** When the employer sets aside an hour within the standard workday for the medical examination mentioned in section 9.03, the employee is paid his regular wage for the time allowed for the said examination.

**9.05.** The employee who is hurt during his work does not incur any loss in wages on the accident day for any time lost, unless the Commission de la santé et de la sécurité du travail pays for the accident day.

**9.06.** The insurance contract is under the surveillance of the Superintendent of Insurance of Québec.

## **10.00. Term**

**10.01.** This Decree remains in force until 30 September 1981.

**10.02.** It is then automatically renewed from year to year thereafter, unless one of the contracting parties gives a written notice to the contrary to the Minister of Labour, Manpower and Income Security and to the other party during August of 1981 or of any subsequent year.

O.C. 913-48, (1948) 80 O.G., 1834  
 O.C. 971(F)-48, (1948) 80 O.G., 1966  
 O.C. 814(E)-49, (1949) 81 O.G., 1268  
 O.C. 368(B)-50, (1950) 82 O.G., 1125  
 O.C. 93(A)-51, (1951) 83 O.G., 499  
 O.C. 1282(A)-51, (1951) 83 O.G., 3239  
 O.C. 1396(C)-51, (1951) 83 O.G., 3408  
 O.C. 1174(C)-52, (1952) 84 O.G., 2769  
 O.C. 1296(A)-53, (1953) 85 O.G., 3650  
 O.C. 1066 (C)-54, (1954) 86 O.G., 3390  
 O.C. 47(A)-56, (1956) 88 O.G., 421  
 O.C. 644(F)-57, (1957) 89 O.G., 2429  
 O.C. 1014(A)-58, (1958) 90 O.G., 3554  
 O.C. 71(D)-59, (1959) 91 O.G., 645  
 O.C. 877(B)-60, (1960) 92 O.G., 2646  
 O.C. 1160(D)-60, (1960) 92 O.G., 3229  
 O.C. 18(D)-61, (1961) 93 O.G., 149  
 O.C. 2049(A)-61, (1961) 93 O.G., 4503  
 O.C. 2481(B)-61, (1962) 94 O.G., 217  
 O.C. 308(G)-62, (1962) 94 O.G., 1449  
 O.C. 1155(A)-62, (1962) 94 O.G., 3962  
 O.C. 384(A)-63, (1963) 95 O.G., 1469  
 O.C. 304-65, (1965) 97 O.G., 1446  
 O.C. 1946-66, (1966) 98 O.G., 5711  
 O.C. 1910-67, (1967) 99 O.G., 4661  
 O.C. 348-68, (1968) 100 O.G., 1316  
 O.C. 603-69, (1969) 101 O.G., 1826  
 O.C. 2276-69, (1969) 101 O.G., 4472  
 O.C. 2936-70, (1970) 102 O.G., 4867  
 O.C. 2865-71, (1971) 103 O.G., 6463 and 6807  
 O.C. 3725-71, (1971) 103 O.G., 8075  
 O.C. 4029-71, (1971) 103 O.G., 8858  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 266-72, (1972) 104 O.G., 1350  
 O.C. 2810-72, (1972) 104 O.G., 8986  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 2513-73, (1973) 105 O.G.II, 4131, 5335 and 635  
 O.C. 3904-73, (1973) 105 O.G.II, 5293, 6425, 635  
 O.C. 3226-73, (1973) 105 O.G.II, 5405

O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 1050-74, (1974) 106 O.G.II, 1425  
 O.C. 3995-74, (1974) 106 O.G.II, 4591  
 O.C. 1738-75, (1975) 107 O.G.II, 2073  
 O.C. 1739-75, (1975) 107 O.G.II, 2075  
 O.C. 2726-76, (1976) 108 O.G.II, 5057  
 O.C. 2727-76, (1976) 108 O.G.II, 5059  
 O.C. 2728-76, (1976) 108 O.G.II, 5301  
 O.C. 4278-76, (1977) 109 O.G.II, 47  
 O.C. 4279-76, (1977) 109 O.G.II, 57  
 O.C. 999-77, (1977) 109 O.G.II, 1535  
 O.C. 1212-77, (1977) 109 O.G.II, 1821  
 O.C. 1803-77 (1977) 109 O.G.II, 3077  
 O.C. 3636-77, (1977) 109 O.G.II, 5809  
 O.C. 3647-77, (1977) 109 O.G.II, 5843  
 O.C. 4495-77, (1978) 110 G.O., 127  
 O.C. 1131-78, (1978) 110 G.O., 1421  
 O.C. 1200-78, (1978) 110 G.O., 1491  
 O.C. 1568-78, (1978) 110 G.O., 1725  
 O.C. 3714-78, (1979) 111 G.O., 61  
 O.C. 51-79, (1979) 111 G.O., 453  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1403-79, (1979) 111 G.O., 3363  
 O.C. 2190-79, (1979) 111 G.O., 5365  
 O.C. 3163-79, (1979) 111 G.O., 6779  
 O.C. 2794-80, (1980) 112 G.O.II, 4083  
 O.C. 3681-80, (1980) 112 G.O.II, 4697  
 O.C. 886-81, (1981) 113 G.O.II, 1127





c. D-2, r.7

## Decree respecting the cartage industry in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association du camionnage du Québec Inc. ;*

*L'Association des entrepreneurs en services sanitaires du Québec Inc. ;*

and, on the other part :

*Teamsters du Québec, chauffeurs et ouvriers de diverses industries, local 69 ;*

for the employers, artisans and employees of the industry and occupations concerned in accordance with the conditions described in the *Québec Official Gazette* of 27 September 1969 ;

WHEREAS this agreement has acquired preponderant significance and importance of the establishment of working conditions in the industry and occupations contemplated and within the territorial jurisdiction described in the said petition ;

WHEREAS the Act which governs the publication of notices has been duly complied with ;

WHEREAS, in conformity with the Act, the objections brought forth have been duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT, pursuant to the Act respecting collective agreement decrees, the said petition be accepted with, however, the following new provisions replacing the conditions described in the *Québec Official Gazette* of 27 September 1969.

## PART I GENERAL TRANSPORT

### 1.00. Interpretation

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

- (a) "helper" : employee who helps the driver in the supervision and handling of the load ;
- (b) "Class I truck" : truck with 2 axles ;
- (c) "Class II truck" : truck having more than 2 axles ;
- (d) "train driver" : driver of a tractor pulling more than one trailer ;
- (e) "cartage industry" : transport by motor vehicle for another, of products, merchandise or materials, as well as their loading or unloading and any other activity connected to the transport of the latter ;
- (f) "dockman" : employee assigned to the checking or handling of products or merchandise and who usually works in the warehouse ;
- (g) "vehicle for snow removal" : vehicle used for snow removal, except for the truck used to transport the snow.

### 2.00. Jurisdiction

**2.01. Territorial jurisdiction :** This Part applies to :

- (a) the electoral districts listed hereinafter, as defined on 1 January 1979, under the Territorial Division Act (R.S.Q., c. D-11) : Charlesbourg, Chauveau, Jean-Talon, Lévis, Limoilou, Louis-Hébert, Montmorency, Taschereau, Vanier ;
- (b) to the following municipalities included in each of the electoral districts listed hereinafter as defined on 1 January 1979, under the Territorial Division Act :
  - i. electoral district of Beauce-Nord : Scott, Saint-Bernard, Saint-Bernard parish, Saint-Elzéar, Saint-Elzéar-de-Beauce, Saint-Étienne, Sainte-Hélène-de-Breakeyville, Sainte-Hénédine, Saint-Henri, Saint-Isidore, Saint-Isidore parish, Saint-Jean-Chrysostome, Saint-Lambert-de-Lauzon, Saint-Louis-de-Pintendre, Sainte-Marguerite, Sainte-Marie ;

ii. electoral district of Bellechasse : Saint-Raphaël, Saint-Raphaël parish, Saint-Vallier, Saint-Vallier parish, Armagh, Honfleur, La Durantaye, Saint-Anselme, Saint-Anselme parish, Saint-Cajétan-d'Armagh, Saint-Charles, Saint-Charles-Borromé parish, Sainte-Claire, Saint-Damien-de-Buckland, Saint-Étienne-de-Beaumont, Saint-Gervais et Protas, Saint-Lazare, Saint-Malachie, Saint-Michel, Saint-Nazaire-de-Dorchester, Saint-Nérée ;

iii. electoral district of Charlevoix : Beupré, Sainte-Anne-de-Beupré, Saint-Ferréol-les-Neiges, Saint-Joachim ;

iv. electoral district of Lotbinière : Saint-Gilles, Saint-Narcisse-de-Beaurivage, Saint-Octave-de-Dosquet, Saint-Patrice-de-Beaurivage, Saint-Patrice-de-Beaurivage parish, Laurier-Station, Notre-Dame-du-Sacré-Coeur-d'Issoudun, Saint-Agapit-de-Beaurivage, Saint-Agapitville, Saint-Antoine-de-Tilly, Saint-Apollinaire, Sainte-Croix, Sainte-Croix parish, Saint-Flavien, Saint-Flavien parish ;

v. electoral district of Montmagny-L'Islet : Berthier-sur-Mer, Saint-François-de-Sales-de-la-Rivière-du-Sud, Saint-Pierre-de-la-Rivière-du-Sud ;

vi. electoral district of Portneuf : Cap-Santé, Donnacoona, Lac-Sergeant, Neuville, Pointe-aux-Trembles, Point-Rouge, Saint-Basile, Saint-Basile-Sud, Sainte-Jeanne-de-Pont-Rouge, Saint-Raymond, Saint-Raymond parish.

### **3.00. Professional jurisdiction**

**3.01.** (1) The professional jurisdiction of this Decree comprises all employers of the cartage industry, holding or not holding a permit issued to them by the Commission des transports du Québec, living or having their main place of business or operating their concern within the territory covered by the territorial jurisdiction of this Decree and, besides, all the employees of the employers of the said industry.

(2) **Exceptions :** However, this Decree does not apply to :

(a) public cartage undertakings and their employees carrying out cartage work on a regular route between any point located within the limits of the territorial jurisdiction of this Decree and any point located outside the territorial jurisdiction of the said Decree ;

(b) the operations which complete such long distance cartage and which include the picking-up and delivery of goods, inasmuch as such operations are carried out by the undertaking which carried out the long distance cartage of such goods ;

(c) the employees assigned to the transportation of fluid milk products, other than evaporated milk ;

(d) the employees assigned to the transport of valuables.

### **4.00. Hours of work**

**4.01.** The standard workweek is scheduled from Monday to Friday. It does not exceed 44 hours, except for shorthand typists and office employees for whom it shall not exceed 35 hours.

**4.02.** The standard workday is 9 hours, except for shorthand typists and office employees for whom it consists of 7 hours.

**4.03.** For the carrying out of a contract on a annual basis between an employer and a customer, the standard workweek may be scheduled from Tuesday to Saturday, provided that such distribution is fixed and does not vary, and that the parity committee is notified in advance.

**4.04.** A rest period of at least 30 minutes and not more than 60 minutes is granted for the meal period. The noon meal is taken between 11 h 30 and 13 h 30 and the evening meal between 17 h and 19 h.

**4.05.** The employer grants employees a 15-minute rest period with pay during the first half of the workday and a 15-minute rest period during the second half.

### **5.00. Overtime hours**

**5.01.** Hours worked on a holiday or over and above the hours included in the standard workday or workweek are paid at time and a half the employee's wage.

**5.02.** Hours worked on a Sunday are paid at double the employee's wage.

**5.03.** When the standard workday is scheduled over 2 calendar days, hours worked over and above 9 continuous hours are overtime hours and are paid at time and a half the employee's wage, except for the employee assigned to the transport of snow, for the carrying out of a contract entered into between his employer and a municipality.

**5.04.** Sections 5.01, 5.02 and 5.03 do not apply to the employee assigned to snow removal, who receives a guaranteed weekly wage for the winter period, pursuant to a prior agreement between the employer and the employee. However, when the product of hours worked during such period multiplied by the hourly wage provided for in the Decree exceeds the employee's total wage during the period, the latter is entitled to the difference between these 2 amounts.

## 6.00. Minimum wage

**6.01.** The employee receives his wage from the time he reports to work upon his employer's request. Hours spent waiting or travelling comprised between the beginning and the end of the workday are considered to be part of that day.

**6.02.** The employee available to work receives at least 4 times his hourly wage for each day of this standard workday on which he is present at work, except in the following cases :

- (a) when there is work stoppage due to an act of God ;
- (b) when the employer has notified the employee not to report to work, before the end of the preceding work-day.

**6.03.** The employee who is called-back to perform overtime hours after he has left the work premises at the end of this standard workday, receives at least the equivalent of 4 ½ times the hourly wage he receives during the standard workweek.

**6.04.** The employee working on a Saturday, a general holiday or in the case of the employee governed by section 4.03, on a Monday, receives at least the equivalent of 6 times the hourly wage he receives during the standard workweek.

**6.05.** The employee working on a Sunday, receives at least the equivalent of 8 times the hourly wage he receives during the standard workweek.

## 7.00. Wages

**7.01.** The minimum hourly wage is as follow :

*As of 2 July 1980*

helper . . . . .	5,39 \$
driver, Class I truck driver and driver mover . .	5,78
tank-truck driver and Class II truck driver . . .	5,83
float driver, automatic trailer driver . . . . .	6,11
tank-trailer driver, train driver . . . . .	5,94
tractor semi-trailor driver . . . . .	5,89
snow removal vehicle driver . . . . .	6,66
towmotor operator, dockman . . . . .	5,71
piano mover . . . . .	5,92
packer . . . . .	5,61
mechanic . . . . .	6,77

**7.02.** The minimum weekly wage is as follows :

*As of 2 July 1980*

office clerk . . . . .	171 \$
shorthand typist . . . . .	193

**7.03.** The employee who regularly during the course of his work, travels more than 80 kilometres from his employer's business place may be paid by the kilometre rather than by the hour, on the following conditions :

- (a) for each kilometre, the driver receives 0,10¼ \$ and the helper 0,084 \$ ;
- (b) Divisions 4.00, 5.00, 6.00 and 8.00 do not apply to the employee paid by the kilometre.

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

- (a) the employer's name ;
- (b) the employee's complete name ;
- (c) the identification of the employee's employment ;
- (d) the employee's number ;
- (e) the date of payment and the corresponding work period ;
- (f) the number of hours worked in the standard work-week ;
- (g) the number of overtime hours paid at time and a half ;
- (h) the number of overtime hours paid at double time ;
- (i) the hourly or weekly wage ;
- (j) the nature and amount of premiums, indemnities, allowances paid ;
- (k) the amount of gross wage ;
- (l) the nature and amount of deductions made ;
- (m) the take-home pay.

**8.00. Premiums and indemnities**

**8.01.** The employee who reports to work at a place located at more than 40 kilometres, by road, from his usual work place, receives travelling expenses equal to his straight hourly wage.

**8.02.** The employee who, irregularly, begins his standard workday between 17 h and 0 h, receives a 0,15 \$ premium for each hour of his standard workday.

**8.03.** The employee who, regularly, begins his standard workday between 18 h and 6 h, receives a 0,20 \$ premium for each hour of his standard workday.

**8.04.** The employee assigned for at least one day to a classification paid at a rate higher than the one he usually receives, receives such higher rate during the complete duration of such assignment.

**8.05.** The employee temporarily assigned to a classification paid at a rate lower than the one he usually receives, continues to be paid his usual wage during the complete duration of such assignment.

**8.06.** When an employee sleeps away from his residence, his stop-over expenses are computed from the time of his departure until his return and they are reimbursed as follows :

- (a) room : ..... 14,00 \$
- (b) for each meal : ..... 3,75

**8.07.** On the road, the time allowed for each meal is one hour. When the meal is taken on a customer's property, the time allowed is identical to the time allowed for meals to the employees of this customer, but it cannot exceed one hour nor be less than one half-hour.

**8.08.** Except when section 8.06 applies, the employee who begins to work outside of his employer's business place between 19 h and 0 h, receives 2 \$ for his meal ; when he begins to work between 0 h and 3 h, he receives 1,50 \$.

**8.09.** The employer gives in advance the amount for the expenses to come to any employee required to travel away.

**8.10.** An employee who, during the performing of his duties, stays away from his residence on a holiday, a Saturday, a Sunday or due to an act of God, is entitled to the equivalent of 8 ½ times his hourly wage.

**8.11.** The employer pays to every employee whose employment terminates, the complete wage and holiday and vacation pay owing to him, within the 5 working days from the separation date.

**8.12.** An employee who appears before a court for a proceeding concerning his employer, does not incur any reduction in his wage.

**8.13.** The employee who acts as a juror receives his hourly wage multiplied by the number of hours he would usually have worked during his absence, less the indemnity he receives as a juror.

**8.14.** The employee is paid regularly for not more than 16 days.

**9.00. Holidays**

**9.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**9.02.** The following days are general holidays with pay : New Year's Day, 2 January, Good Friday or Easter Monday according to the employer's choice, the Queen's Birthday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**9.03.** For the employee governed by section 4.03, when one of the holidays mentioned in section 9.02 falls on a Sunday or a Monday, the celebration is then carried over to the Saturday preceding the holiday or to the following Tuesday. For any other employee, when one of the holidays falls on a Saturday or a Sunday, the celebration is then carried over to the Friday preceding the holiday or to the following Monday. In such cases, the employer notifies his employees as well as the parity committee one week in advance of the day he chose.

**9.04.** For each holiday provided for in section 9.02, the employee receives a holiday pay equal to the product of his hourly wage multiplied by the number of hours of his standard workday, provided that :

- (a) he has been at the employer's service for the 30 calendar days preceding the holiday ;
- (b) he has worked at least 15 days during such period ;
- (c) he has been available to work the working day preceding the holiday and the following working day, unless his absence is due to sickness or to an accident preventing him from doing his work or due to an act of God ;

in cases of sickness, the employee notifies the employer at the time of his absence.

**9.05.** When a holiday falls during an employee's annual vacation, he receives the holiday pay provided for in section 9.04, or if he prefers, an extra day of vacation with pay on a date chosen by him.

#### **10.00. Annual vacation**

**10.01.** The qualifying period extends from 1 January to 31 December.

**10.02.** The employee who, on 1 January, has less than one year of continuous service with the same employer, receives one day of vacation for every month of continuous service up to a maximum of 2 weeks. The vacation pay is equal to 4% of the employee's wage as of the date he is hired until 31 December of the preceding year.

**10.03.** The employee who, on 1 January, has one year of continuous service with the same employer, receives 2 weeks of vacation. The vacation pay is equal to 4% of the employee's wage during the qualifying period.

**10.04.** The employee who, on 1 January, has 8 years of continuous service with the same employer, receives 3 weeks of vacation. The vacation pay is equal to 6% of the employee's wage during the qualifying period.

**10.05.** The employee who, on 1 January, has 15 years of continuous service with the same employer, receives 4 weeks of vacation. The vacation pay is equal to 8% of the employee's wage during the qualifying period.

**10.06.** The employee who, on 1 January, has 25 years of continuous service with the same employer, receives 5 weeks of vacation. The vacation pay is equal to 10% of the employee's wage during the qualifying period.

**10.07.** The first 2 weeks of vacation are continuous.

**10.08.** The employee may require that the first 2 weeks of vacation be granted between 15 May and 30 November.

**10.09.** 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.

#### **11.00. Miscellaneous provisions**

**11.01.** The employer supplies and cleans at his own expense, the uniforms or overalls he requires his employees to wear. These garments remain the property of the employer.

**11.02.** In the event of the death of his spouse or the person with whom the employee lives maritally, within the meaning of section 80 of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), of his mother, father, child, adoptive parent, brother or sister, the employee is entitled to a leave for the period extending from the day of death to the funeral day. The employee is paid for each working day included in the said period up to 3. Moreover, the employee may take up to 2 working days without pay.

**11.03.** In the event of the death of his mother-in-law or father-in-law, the employee is entitled to a leave of no more than 2 days and of one day with pay if the funeral occurs on a working day.

#### **12.00. Term**

**12.01.** This Part remains in force until 31 December 1980.

**12.02.** It is then automatically renewed from year to year thereafter, unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security a written notice to the contrary, during October of 1980 or of any subsequent year. Such notice is also filed with the other contracting parties.

### **PART II TRANSPORT OF WASTES**

#### **13.00. Interpretation**

**13.01.** In this Part, unless the context indicates otherwise, the following terms mean :

(a) "helper" : employee who collects or unloads solid waste ;

(b) "driver, Class I" : employee who drives a vehicle with the help of more than one helper ;

(c) "driver, Class II" : employee who drives a vehicle alone or with the help of one helper ;

(d) “driver, Class III” : employee who drives a vehicle with a double-steering and who collects solid waste ;

(e) “solid waste” : any waste product solid at 20° C from industrial, commercial or agricultural activities, detritus, incineration residue, domestic garbage, rubbish, rubble and other trash solid at 20° C, except for automobile vehicle bodies, soils and sands soaked with hydrocarbons, pesticides, explosive or spontaneously flammable products, pathological waste from manures, mining residues and radioactive waste, muds and solid residues from pulp and paper mills or from sawmills ;

(f) “mechanic” : employee whose duties are mainly connected to the mechanical repair and maintenance of a vehicle or to body repair ;

(g) “serviceman” : employee whose duties are mainly connected to the maintenance of a vehicle other than mechanical maintenance ;

(h) “part-time employee” : employee who does not complete 420 hours of work with his employer during one trimester ;

(i) “full-time employee” : employee who has completed 420 hours of work with his employer during one trimester ; he is then considered as a full-time employee as of the first day of this trimester.

#### **14.00. Jurisdiction**

**14.01. Territorial jurisdiction :** This Part applies to :

(a) the electoral districts mentioned hereafter, as defined on 1 January 1979, under the Territorial Division Act (R.S.Q., c. D-11) : Charlesbourg, Chauveau, Jean-Talon, Lévis, Limoilou, Louis-Hébert, Montmorency, Taschereau, Vanier ;

(b) the following municipalities included in the electoral districts mentioned hereafter, as defined on 1 January 1979, under the Territorial Division Act :

i. electoral district of Beauce-Nord : Scott, Saint-Bernard, Saint-Bernard parish, Saint-Elzéar, Saint-Elzéar-de-Beauce, Saint-Étienne, Sainte-Hélène-de-Breakeyville, Sainte-Hénédine, Saint-Henri, Saint-Isidore, Saint-Isidore parish, Saint-Jean-Chrysostome, Saint-Lambert-de-Lauzon, Saint-Louis-de-Pintendre, Sainte-Marguerite, Sainte-Marie ;

ii. electoral district of Bellechasse : Saint-Raphaël, Saint-Raphaël parish, Saint-Vallier, Saint-Vallier parish, Armagh, Honfleur, La Durantaye, Saint-Anselme, Saint-Anselme parish, Saint-Cajétan-d'Armagh, Saint-Charles,

Saint-Charles-Borromé parish, Sainte-Claire, Saint-Damien-de-Buckland, Saint-Étienne-de-Beaumont, Saint-Gervais and Protais, Saint-Lazare, Saint-Malachie, Saint-Michel, Saint-Nazaire-de-Dorchester, Saint-Nérée ;

iii. electoral district of Charlevoix : Beauré, Sainte-Anne-de-Beauré, Saint-Ferréol-les-Neiges, Saint-Joachim ;

iv. electoral district of Lotbinière : Saint-Gilles, Saint-Narcisse-de-Beaurivage, Saint-Octave-de-Dosquet, Saint-Patrice-de-Beaurivage, Saint-Patrice-de-Beaurivage parish, Laurier-Station, Notre-Dame-du-Sacré-Cœur-d'Issoudun, Saint-Agapit-de-Beaurivage, Saint-Agapitville, Saint-Antoine-de-Tilly, Saint-Apollinaire, Sainte-Croix, Sainte-Croix parish, Saint-Flavien, Saint-Flavien parish ;

v. electoral district of Montmagny-L'Islet : Berthier-sur-Mer, Saint-François-de-Sales-de-la-Rivière-du-Sud, Saint-Pierre-de-la-Rivière-du-Sud ;

vi. electoral district of Portneuf : Cap-Santé, Donncona, Lac-Sergent, Neuville, Pointe-aux-Trembles, Pont-Rouge, Saint-Basile, Saint-Basile-Sud, Sainte-Jeanne-de-Pont-Rouge, Saint-Raymond, Saint-Raymond parish.

**14.02. Industrial jurisdiction :** This Part applies to the picking up, transportation or unloading of solid waste for others.

**14.03.** This Part does not apply to :

(a) foremen or office employees ;

(b) municipalities having their own employees carry out the collection, transportation and unloading of solid waste.

#### **15.00. Hours of work**

**15.01.** The standard workweek is 44 hours scheduled over a maximum of 6 days, from Monday to Saturday.

**15.02.** The standard workday shall not exceed 11 hours from Monday to Friday and 4 hours on Saturday.

**15.03.** The employer grants the employee one hour off without pay to take his meal.

#### **16.00. Overtime hours**

**16.01.** Hours worked on a holiday or over and above the hours included in the standard workweek and workday are paid at time and a half the employee's hourly wage.

**16.02.** Hours worked on a Sunday are paid at double time the employee's hourly wage.

**17.00. Minimum wage**

**17.01.** The employee receives his wage from the time he is present at work upon his employer's request. Hours spent waiting or travelling included between the beginning and the end of the workday are considered to be part of such day.

**17.02.** The full-time employee available to work receives at least a wage equivalent to 4 times his hourly wage from Monday to Friday and to 3 times his hourly wage on the Saturday for each day of his standard workweek on which he is present at work, except in the following cases :

(a) when there is a work interruption due to an act of God ;

(b) when his employer notified him not to report to work at least one hour before the end of the preceding workday.

**17.03.** The employee who is called back to perform overtime hours, after he has left the work premises at the end of his standard workday, receives at least a wage equal to 4 ½ times the hourly wage he receives during the standard workweek.

**17.04.** The employee who works on a holiday and the employee whose standard workweek is scheduled from Monday to Friday and who works on a Saturday, receives at least a wage equal to 6 times the hourly wage he receives during the standard workweek.

**17.05.** The employee who works on a Sunday receives at least a wage equivalent to 8 times the hourly wage he receives during the standard workweek.

**18.00. Wages**

**18.01.** The minimum hourly wage is as follows :

	<i>As of 1 January 1982</i>		<i>As of 1 January 1983</i>			
	Full-time employee	Part-time employee	Full-time employee	Part-time employee	Full-time employee	Part-time employee
Helper	7,10 \$	7,00 \$	7,80 \$	7,70 \$	8,50 \$	8,40 \$
Driver :						
Class I	7,30	7,20	8,00	7,90	8,70	8,60
Class II	7,40	7,30	8,10	8,00	8,80	8,70
Class III	7,80	7,70	8,50	8,40	9,20	9,10
Mechanic	7,60	7,50	8,30	8,20	9,00	8,90
Serviceman	7,40	7,30	8,10	8,00	8,80	8,70

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

(a) the employer's name ;

(b) the employee's complete name ;

(c) the identification of the employee's employment ;

(d) the employee's number ;

(e) the date of payment and the work period corresponding to payment ;

(f) the number of hours worked in the standard workweek ;

(g) the number of hours paid at time and a half ;

(h) the number of hours paid at double time ;

(i) the hourly wage ;

(j) the nature and amount of premiums, indemnities, allowances paid ;

(k) the amount of gross wage ;

(l) the nature and amount of deductions made ;

(m) the take-home pay.

**18.03.** The hours of the standard workday worked before 7 h or after 16 h are paid a premium of 0,20 \$ per hour. Such premium does not apply when the increase provided for overtime hours applies.

**19.00. Holidays**

**19.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**19.02.** The following days are general holidays with pay : New Year's Day, 2 January, Good Friday or Easter Monday, at the employer's choice, Queen's Birthday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**19.03.** The employer may postpone the celebration of the Queen's Birthday to another day, on condition that he notifies his employees and the parity committee one week before the holiday.

**19.04.** For each holiday, the full-time employee receives holiday pay equal to 8 times his hourly wage, provided that he was available to work on the working day preceding and following the holiday, unless his absence was due to sickness or an accident preventing him from performing his work.

**19.05.** When a holiday falls during the annual vacation of a full-time employee, he receives the holiday pay provided for in section 19.04 or if he prefers, an extra day of vacation with pay on a date chosen by the employee.

**19.06.** The full-time employee cannot be required to work after 21 h 30 on Christmas Eve and New Year's Eve.

#### **20.00. Annual vacation**

**20.01.** The qualifying period extends from 1 January to 31 December.

**20.02.** The employee who, on 1 January, has less than one year of continuous service with the same employer, receives one working day of vacation for each month of continuous service up to a maximum duration of 2 weeks. The vacation pay is equal to 4% of the employee's wage from the time he is hired until 31 December of the preceding year.

**20.03.** The employee who, on 1 January, has one year of continuous service with the same employer, receives 2 weeks of vacation. The vacation pay is equal to 4% of the employee's wage during the qualifying period.

**20.04.** The employee who, on 1 January, has 6 years of continuous service with the same employer, receives 3 weeks of vacation. The vacation pay is equal to 6% of the employee's wage during the qualifying period.

**20.05.** The employee who, on 1 January, has 15 years of continuous service with the same employer, receives 4 weeks of vacation. The vacation pay is equal to 8% of the employee's wage during the qualifying period.

**20.06.** The vacation pay is payable in one payment before the employee leaves on vacation.

**20.07.** When the employment of an employee terminates, he receives the vacation pay acquired before the preceding 1 January, if he did not take the vacation to which he was entitled, plus the indemnity owing to him for the period elapsed since that date.

#### **21.00. Miscellaneous leave**

**21.01.** An employee may be absent from work for one day, without a loss in his wages, on the occasion of the death or the funeral of a child, the person to whom he is married or with whom he lives maritally, within the meaning of section 80 of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), of his father, mother, father-in-law, mother-in-law, a brother or a sister. He also may be absent for 3 other days for such occasions, but without wages.

**21.02.** On the occasion of the death of a brother-in-law or sister-in-law, the full-time employee is entitled to one day of leave with pay to attend the funeral.

**21.03.** An employee may be absent from work for one day, on his wedding day, without a loss in his wages.

An employee may also be absent from work, without wages, on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

#### **22.00. Term**

**22.01.** This Part remains in force until 31 December 1983. It is then automatically renewed from year to year thereafter, unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security a written notice to the contrary during October of 1983 or of any subsequent year. This notice is also forwarded to the other contracting parties.



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O.C. 952-70, (1970) 102 O.G., 1820  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 1530-72, (1972) 104 O.G., 4807  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1984-74, (1974) 106 O.G. II, 2955  
 O.C. 4791-75, (1975) 107 O.G. II, 5663  
 O.C. 791-76, (1976) 108 O.G. II, 2175  
 O.C. 3421-77, (1977) 109 O.G. II, 5619  
 O.C. 3637-77, (1977) 109 O.G. II, 5813  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1806-80, (1980) 112 G.O. II, 2529 and 3617  
 O.C. 3285-80, (1980) 112 G.O. II, 4361  
 O.C. 1329-81, (1981) 113 G.O. II, 1519  
 O.C. 1604-81, (1981) 113 G.O. II, 1989



c. D-2, r.8

## Decree respecting the casket industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to section 8 of the Act respecting collective agreement decrees (R.S.Q., c. D-2), the Government may amend a decree upon the recommendation of the Minister of Labour, Manpower and Income Security ;

WHEREAS the contracting parties to the collective labour agreement rendered obligatory by the "Decree respecting the manufacture of caskets in Québec", adopted by Order in Council 101 of 31 January 1957, have petitioned the Minister of Labour, Manpower and Income Security to replace this Decree and to submit to the Government for consideration and decision, on preparation for the adoption of a new decree, the new collective labour agreement respecting the casket industry, entered into between :

on the one part :

*L'Association des manufacturiers de cercueils de la province de Québec ;*

and, on the other part :

*L'Union internationale des rembourreurs de l'Amérique du Nord (CTC) ;*

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions described in the *Gazette officielle du Québec* of 22 April 1981 ;

WHEREAS this agreement has acquired a preponderant significance and importance in establishing working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in this petition ;

WHEREAS no objection has been brought forward against the approval of this petition ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the "Decree respecting the casket industry", attached hereto, be adopted.

## 1.00. Interpretation

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

(a) "working day" : one regular workday of the standard week, except for Saturday, Sunday, a general holiday with pay and the annual vacation ;

(b) "qualifying period" : extends from 1 May of the preceding year to 30 April of the current year ;

(c) "continuous service" : the continuous period during which the employee is bound to the employer by a work contract, even if the performance of the work was interrupted without the contract being cancelled ;

(d) "average hourly wage of the shop" : the total amount of earned wages, including night shift premiums and incentive bonuses, divided by the total number of hours worked.

The average hourly wage of the shop does not include the amounts paid as increases for overtime hours, wages received by employees holding an occupation as foreman or an occupation superior to that of foreman, wages paid to the owner(s) of the industries as well as wages paid to the members of the board of directors of a limited or incorporated company.

## 2.00. Jurisdiction

**2.01. Territorial jurisdiction :** The Decree extends to all Québec.

**2.02. Industrial jurisdiction :** The Decree applies to any person performing any or all of the operations that are part of, related to or connected with the manufacture, repair, shipping, delivery of caskets, burial vaults, made of wood, metal or any other materials, whether these operations are performed completely or partly by the same employer or by several employers, and whether they are performed completely or partly in one or several trade plants, or private, industrial, commercial or other establishments, and whether these operations constitute the principal business of the employer or are accessory or complementary to any other business or enterprise.

The Decree also applies to the watchman, the boiler fireman and to the stationary engineman.

The Decree also applies to the upholstering, and to the interior and exterior finishing of caskets.

**2.03. Exception :** The Decree does not apply to the manufacture of handles, crucifixes, plates and other funeral ornaments, of mortuary clothing and funeral accessories.

### **3.00. Minimum wage rates**

**3.01.** The average hourly wage of the shop is : 6 \$.

**3.02.** The wage increases granted by the employer to attain the average hourly wage of the shop, are equally distributed among all employees.

**3.03.** The minimum hourly wage is :

- (a) first 3 months : 4,05 \$ ;
- (b) as of the 4<sup>th</sup> month : 4,30 \$.

However, the employee receives at least 0,20 \$ per hour more than the hourly wage provided for an employee aged 18 years and over as mentioned in section 3 of Division II of the Regulation respecting labour standards (c. N-1.1, r.3), or according to any further regulation that could amend or replace it.

However, no benefit having a pecuniary value is considered in computing the minimum wage.

### **4.00. Payment of wages**

**4.01.** Wages are paid at regular intervals not exceeding 16 days, and are given from hand to hand to the employee, in cash in a sealed envelope, by cheque or by bank transfer.

Notwithstanding the first paragraph, the employer may pay an employee within the month following his hiring.

**4.02.** If the usual pay day falls on a day of absence authorized by this Decree, wages are paid to employees on the working day preceding this day.

**4.03.** The employer given the employee, at the same time as his wages on earnings statement with the following particulars :

- (a) the employer's name ;
- (b) the employee's family name and given names ;
- (c) the date of payment and the work period corresponding to payment ;
- (d) the number of hours paid at the applicable rate during the hours of the standard workweek ;

(e) the number of overtime hours paid at the applicable rate ;

(f) the nature and amount of premiums, indemnities and allowances paid ;

(g) the wage rate ;

(h) the amount of gross wages ;

(i) the nature and amount of deductions made ;

(j) the amount of net wages paid to the employee.

**4.04.** All wage claims based upon the average hourly wage are distributed by the parity committee to employees, in proportion to hours worked during the period covered in any claim.

### **5.00. Hours of work and overtime hours**

**5.01.** The standard workweek is 42 hours. The standard workday shall not exceed 9 hours.

**5.02. Shift work schedule :** Shift work hours are the following :

- (a) 1<sup>st</sup> shift : between 7 h to 17 h 30 ;
- (b) 2<sup>nd</sup> and 3<sup>rd</sup> shifts : between 12 h and 9 h on the next day.

**5.03.** The standard workweek for the maintenance man and the repair man is scheduled from Monday to Saturday without limitation as to the beginning and termination time of the work.

**5.04.** The standard workweek for the watchman, truck driver, boiler fireman and stationary engineman is scheduled from Saturday to Sunday, without limitation as to the beginning and termination time of the work.

**5.05. Overtime hours :** Any employee receives a 50% wage increase for the hours worked over and above his standard workweek or workday provided for in sections 5.01, 5.02, 5.03 and 5.04.

This increase also applies to any work performed before or after the work hours mentioned in section 5.02.

**5.06.** An employee is considered to be at work when he is at his employer's disposal on the work premises and that he is obliged to wait to be given work. He is also considered to be at work during the rest period.

**5.07.** Any employee who left the work premises without having been notified before his departure that he had to perform overtime work and who is called back after his standard hours, receives a minimum wage equal to the higher of the following amounts : either 3 hours at his effective wage rate or the work hours performed at the increased rate for overtime hours.

However, the 3-hour required minimum does not apply when the hours performed immediately precede the employee's workday at a time when the employee is being paid at his hourly rate increased by 50%.

**5.08. Shift premium :** Any employee assigned to the second or third shift, except for the watchman, boiler fireman and stationary engineman, receives 0,20 \$ per hour as a premium.

Any work performed by the shift that begins at 0 h or before 0 h on the Friday or Sunday night and terminates on the Saturday forenoon or Monday forenoon, as the case may be, is paid at the regular wage rate.

**5.09.** The piece or incentive hourly wage rate is established as follows : on 31 January, 30 April, 31 July and 31 October of each year, the employer determines the average hourly wage rate for each employee paid on a piece rate basis, bonus system or incentive bonus, on the base of total wages earned during the last 3 months of work preceding each of the dates mentioned above, as to hours worked during this period, in addition to the hours corresponding to holidays with pay and to annual vacation with pay and the increase paid for overtime hours.

For purposes of computing overtime hours and holidays with pay, the employee receives the average hourly wage rate determined in this section.

#### **6.00. Holidays with pay**

**6.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** Any employee who has 60 days of continuous service with his employer is entitled to the following holidays with pay : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Thanksgiving Day, Christmas and 26 December.

Moreover, the employee is entitled to 2 holidays with pay between 22 December and 4 January.

If a holiday with pay falls on a non-working day, it is postponed to the first working day preceding or following the holiday with pay, at the employer's choice.

**6.03.** An employee paid on an hourly basis receives for a holiday with pay, a pay computed on the basis of his regular hourly wage for the hours that he would have usually performed on that day.

For the employee paid on a piece basis or incentive basis, the holiday pay is computed according to the method provided for in section 5.09.

**6.04.** Any work performed during the holidays with pay provided for in sections 6.01 and 6.02, is paid at double time the standard wage rate, except for the boiler fireman, the watchman-boiler fireman, the stationary engineman, the watchman and the truck driver. These employees are paid at their regular wage rate.

**6.05.** To be entitled to the holidays with pay provided for in section 6.02, the employee shall work the working day immediately preceding and following the holiday with pay, unless he is authorized by the employer to be absent or he reports to work less than 2 hours late at the beginning of the work period for each of the 2 days.

Notwithstanding the first paragraph, eligibility for the holidays with pay provided for in section 6.02, in case of an extended absence resulting from a temporary lay off due to a shortage of work, sickness, accident or for any other valid reason, is limited to a period of 30 calendar days preceding the date when these holidays are celebrated.

However, when 2 holidays with pay or more are consecutive, the employee cannot lose more than one holiday with pay per day of absence preceding or following the date when these holidays with pay occur.

**6.06.** Section 6.02 does not apply to the employee governed by a special collective agreement with conditions equal or superior to those established herein, provided the employer has forwarded copy of the agreement to the parity committee.

**6.07.** All the holidays listed in sections 6.01 and 6.02 are considered as standard workdays for the purposes of computing overtime hours.

**6.08.** No employer has the right to punish or threaten to punish, directly or indirectly, an employee who is absent from the work place on a Sunday, a religious holiday or a holiday with pay mentioned in sections 6.01 and 6.02.

**7.00. Annual vacation with pay****7.01. Entitlement to vacation :**

(1) Any employee who has less than one year of continuous service with his employer, is entitled to a continuous annual vacation with pay, whose duration is determined at the rate of one day per month of service without the total duration of this vacation to exceed 2 weeks. The vacation pay is equal to 4% of the gross wages earned by the employee during the qualifying period.

(2) Any employee who has less than 3 years of continuous service with his employer, is entitled to an annual vacation with pay of 2 continuous weeks. The vacation pay is equal to 4% of the gross wages earned by the employee during the qualifying period.

(3) Any employee who has less than 5 years of continuous service with his employer, is entitled to an annual vacation with pay of 2 continuous weeks. The vacation pay is equal to 5% of the gross wages earned by the employee during the qualifying period.

(4) Any employee who has less than 10 years of continuous service with his employer, is entitled to an annual vacation with pay of 3 continuous weeks. The vacation pay is equal to 6% of the gross wages earned by the employee during the qualifying period.

(5) Any employee who has less than 15 years of continuous service with his employer, is entitled to an annual vacation with pay of 3 continuous weeks. The vacation pay is equal to 7% of the gross wages earned by the employee during the qualifying period.

(6) Any employee who has 15 years or more of continuous service with his employer, is entitled to an annual vacation with pay of 3 continuous weeks. The vacation pay is equal to 8% of the gross wages earned by the employee during the qualifying period.

**7.02. Compulsory vacation :** An employer is forbidden to replace by a monetary compensation the annual vacation with pay provided for in section 7.01. In the case of the third week, the annual vacation with pay may be replaced by a monetary compensation, following an agreement between the employer and the employee.

**7.03.** If an employee is absent for sickness or accident or is on a maternity leave during the qualifying year and this absence has the effect of reducing his/her annual vacation pay, the employee is then entitled to an equivalent indemnity, as the case may be, to 2 or 3 times the weekly average of the gross wages earned during the period worked.

**7.04. Payment of the vacation pay :** The vacation pay paid to the employee is computed on the basis of the total wages earned by the latter during the qualifying period and includes the vacation pay he received for the preceding year. Moreover, any employee receives the vacation pay in one payment before the beginning of the vacation.

**7.05. Fringe benefits :** During his annual vacation, any employee is entitled to the following benefits : contribution to a pension plan, contribution to group life insurance, medical care benefits or to any other benefit granted by the employer.

**7.06. Vacation period :** The vacation pay is taken within the 12 months following the end of the qualifying year.

**7.07. Determination of the vacation period :** The employee is entitled to know his annual vacation period at least 4 weeks in advance.

**7.08. Cancellation of the work contract :** When cancelling his work contract, the employee is entitled to a monetary compensation equal to 4%, 5%, 6%, 7% or 8%, as the case may be, of the gross wages earned since the preceding 1 May preceding the date of his departure.

**8.00. Rest and miscellaneous leaves**

**8.01.** The employee is entitled to a 10-minute rest period with pay each half day of work. The employee who works after 12 h, is entitled to a 10-minute rest period with pay in the afternoon. The employee who performs more than 3 hours of overtime during the day, is entitled to another 10-minute rest period with pay.

**8.02.** An employee may be absent from work for one day without a loss in his wages, on the occasion of the death or funeral of a child, the person to whom he is married or with whom he lives maritally within the meaning of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), of his father, mother, brother or sister. He may be absent for 3 other days on this occasion, but without wages.

An employee may be absent from work for one day, without a loss in his wages, on his wedding day.

An employee may also be absent from work, without wages, on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

**8.03. Meals :** The employer grants to the employee a 30-minute period without wages for meals, when the work

period exceeds 5 consecutive hours. This period is paid if the employee is not authorized to leave his work position.

### **9.00. Prior notice**

**9.01.** Any employee who has 3 months of continuous service with his employer is entitled to a written prior notice before a lay-off or dismissal that is for at least 6 months.

This prior notice is one week if the employee has less than one year of continuous service ; 2 weeks if he has from one year 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 and more of continuous service with his employer.

Except in cases of serious fault on the part of the employee as a fortuitous event, the employer who neglects to give this prior notice grants the employee at the time of his departure a monetary compensation equal to the latter's wages for a period equal to that of the prior notice.

**9.02. Work certificate :** Upon termination of his work contract, an employee may require his employer to issue him a work certificate stating the nature and duration of his employment, the beginning and the end of the exercise of his functions and the name and address of the employer. The certificate must not contain comments as to the quality of the work or the employee's behavior.

### **10.00. Term**

**10.01.** The Decree remains in force until 31 December 1981. It is then automatically renewed from year to year thereafter, unless a preponderant group of employer or union contracting parties gives the Minister of Labour, Manpower and Income Security a written notice to the contrary during November of 1981 or of any subsequent year. This notice is also forwarded to the other contracting parties.



c. D-2, r.9

## Decree respecting the women's millinery industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

The United Hatters, Cap & Millinery Workers International Union ; a voluntary unincorporated association, having its office and place of business in the city and district of Montréal, and Local Union No. 49 of the said Union ;

and, on the other part :

The Association of Millinery Manufacturers (hereinafter referred to as the "Association"), a body politic and corporate, having its head office for Québec in the city and district of Montréal, herein acting for itself, as duly authorized agent by all its members, present and future ;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 23 November, 1946 ;

WHEREAS the said request has acquired a preponderant significance and importance for the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the said request ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the condi-

tions described in the *Québec Official Gazette* of 23 November 1946.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "hand blocker" : any employee engaged in giving style, shape or form with hoods made of any kind of fabricated or synthetic materials or from animal pelts, to shape them into headwear of different styles by steaming, ironing, roping and shaping the same, and all other operations on wooden hat moulds by hand ;

(b) "blocker" :

i. any employee who either blocks hat shapes or forms by means of the hydraulic hat pressing machines or by means of the stamper hat pressing machines, including the pressing of crowns and brims to be used as frames for hats ;

ii. the buffer, engaged in brushing and pouncing, that is, the employee who buffs felt hats with sandpaper on the buffing machine and all other operations on the said machine ;

iii. any employee engaged in "sizing" of headwear by means of chemical solutions in making saddles or plugs for hydraulic dies, hand brushing, slicking, finishing and pressured blowing of headwear governed by this Decree ;

(c) "fabric operator" : any male or female employee who is engaged, in whole or in part, in sewing crowns, stitching brims, pulling brims, sewing sweats, setting up hats, or making any operation on the various sewing machines from any material whatsoever.

In the case of fabric operators who are employed for sewing sweats and who have no experience in any other type of work in the fabric operating department and who are employed exclusively for sewing bands on hats, a special rate of wages shall be fixed by mutual agreement and approved or finally determined through the parity committee.

In the case of rounding hats by power machine, the system of employment presently prevailing in each factory shall continue for the future, but at no time shall the foreman or employer perform this operation and thus deprive the workers generally engaged in it of any portion of their employment ;

(d) "straw operator" : any male or female employee who is capable of making, by sewing machine, complete hats from straw braids and who is engaged to work on sewing straw braids, whether or not the said employee is actually occupied in making a complete hat or a part thereof by sewing the said straw braids ;

(e) "cutter" : any male employee capable of placing patterns for hat shapes on piece goods, fabrics and by cutting the said fabrics either by hand, short knife, machine knife or scissors, in accordance with the said patterns, and who is actually engaged in performing such operations ;

(f) "draper" : any employee who is capable of making a complete hat by hand out of any materials or body used in the millinery industry, whether such materials or body are prepared either manually or mechanically, provided the said employee is actually engaged in such hand work, and including shaping and draping of bodies by electric or steam irons, whether or not he is actually occupied in making a complete hat or part thereof, in accordance with the instructions of his employer ;

(g) "draper - trimmer" : any employee capable of making a complete hat by hand, who, part of the time is employed in the classification of trimmers ;

(h) "trimmer" : any employee who does the trimming by hand, that is, garnishing or ornamenting headwear which have been manufactured by machine or by hand, or who does the pasting of any material or skins or parts thereof on headwear frames or headwear ;

(i) "general hand" : any female employee who is engaged in :

- i. sewing tickets or labels on hats ;
- ii. cutting ribbons and veiling ;
- iii. stamping of ornaments from various yard goods used in the millinery industry ;
- iv. steaming and pressing of ribbons, felt pieces and veiling ;
- v. examining and cleaning hats already trimmed ;
- vi. reshaping trimmed hats on hat blocks prior to shipping them ;

(j) "employers and employees" : without in any way limiting the definitions as herein contained, every jobber, retailer or other person having goods manufactured for

him shall be deemed to be an employer and every contractor shall be deemed to be both an employer and an employee, and every home-worker shall be deemed to be both an employee, and every employer, foreman, forelady and-or designer, personally engaged in doing any work ordinarily done by an employee in the industry as defined shall be deemed to be an employee for the purposes of the Decree and shall be bound by the provisions of the Act and of the said Decree ;

(k) "working by employer" : save as hereinafter set out, no employer shall work in any of the designated crafts in his factory during the slack or sample season ; at other times, such person may do such work, but only during the hours of work prescribed for his employees by the terms of the Decree ;

(l) "head shipper" : an employee who manages or supervises the shipping department comprising of at least 3 employees, including the head shipper permanently employed therein and who may, from time to time, perform one or more of the services required in and around the shipping department, such as :

- i. stock-keeping of made-up hats ;
- ii. packing of made-up hats ;
- iii. assorting and expedition of orders ;
- iv. order-picking ;
- v. examining hats before shipment but excluding examination of hats in factory ;
- vi. shipping merchandise produced by the employer to customers of the latter ; and
- vii. receiving merchandise for and on behalf of the employer ;

(m) "shipper" : an employee who performs all or any one of the duties mentioned in paragraph l with or without one permanent assistant ;

(n) "shipping clerk" : an employee who performs one or more of the following services required in and around the shipping department, such as :

- i. stock-keeping of made-up hats ;
- ii. packing of hats ;
- iii. assorting and expedition of orders ;
- iv. order-picking ;
- v. examining but excluding examining by general hands in factory ;



vi. shipping merchandise to the employer's customers ; and

vii. receiving merchandise for and on behalf of the employer.

**1.02.** The sole purpose of the preceding definitions is to define the classifications mentioned in this Decree, and they cannot run counter to the provisions respecting the conditions and degree of skill and productivity which determine the minimum wage of the said classifications.

## **2.00. Jurisdiction**

**2.01. Territorial :** The territorial jurisdiction determined by this Decree comprises all of Québec. It is divided into 2 zones as follows :

(a) Zone I : the island of Montréal and the territory within a radius of 80 kilometres of its limits ;

(b) Zone II : all of the territory of Québec outside of Zone I.

**2.02. Industrial :** The industrial jurisdiction of this Decree comprises the industry of manufacturing and making millinery and women's and children's headwear, either by machine or by hand, in any manner, and out of any material or substance whatsoever, either processed or unprocessed, and without limiting the generality of the foregoing, the work done by any employee in each and any one of the crafts or trades as hereinabove more fully defined, as well as the distributing of millinery and women's and children's headwear.

Without restricting the generality of the foregoing, this Decree applies to any manufacturer, contractor, sub-contractor, wholesaler, manufacturing retailer and any other person who manufactures or makes millinery and women's and children's headwear, on his own premises or elsewhere, or who sub-contracts such work.

This Decree applies to any employee of an establishment, including the employee assigned to shipping and distributing as well as to any employee who performs the operations and work enumerated in Divisions 1.00 and 3.00. However, it does not apply to message boys, delivery clerks, office and showroom employees, supervisors, foremen, foreladies, designers, maintenance help, machinists and salesmen, except insofar and to the extent that they perform work ordinarily done by an employee under the jurisdiction of this Decree.

This Decree does not apply to retail establishments which, on their premises, exclusively make to order or remodel or repair millinery or headwear for identified consumers, according to individual sizes, measurements or

specifications, provided that not more than 5 persons are employed for this purpose in any one retail establishment, and provided, moreover, that the aforesaid hats are sold and delivered to the said identified consumers and are not for resale to any other manufacturing wholesale or retail establishment or through them in the open market.

## **3.00. Minimum wages**

**3.01.** The minimum wage rates are the following for each of the classifications below :

<i>Classification</i>	<i>As of 16 February 1981</i>	
(a) hand blocker :		
first 2 months . . . . .	3,65 \$	3,65 \$
after 2 months . . . . .	3,94	4,01
after 4 months . . . . .	4,23	4,37
after 6 months . . . . .	4,53	4,73
after 8 months . . . . .	4,82	5,09
after 10 months . . . . .	5,12	5,45
after 12 months . . . . .	5,41	5,81
after 14 months . . . . .	5,71	6,17
(b) machine blocker :		
first 2 months . . . . .	3,65	3,65
after 2 months . . . . .	3,91	3,97
after 4 months . . . . .	4,17	4,29
after 6 months . . . . .	4,43	4,61
after 8 months . . . . .	4,69	4,93
after 10 months . . . . .	4,95	5,26
after 12 months . . . . .	5,21	5,58
after 14 months . . . . .	5,47	5,91
(c) cutter, operator (fabric and straw) :		
first 2 months . . . . .	3,65	3,65
after 2 months . . . . .	3,89	3,95
after 4 months . . . . .	4,13	4,25
after 6 months . . . . .	4,37	4,55
after 8 months . . . . .	4,61	4,85
after 10 months . . . . .	4,85	5,15
after 12 months . . . . .	5,09	5,45
after 14 months . . . . .	5,33	5,76
(d) draper, draper-trimmer, trimmer, general worker, shipping clerk :		
first 2 months . . . . .	3,65	3,65
after 2 months . . . . .	3,93	4,05
after 4 months . . . . .	4,22	4,46
after 6 months . . . . .	4,51	4,87

	<i>Weekly</i>	
(e) head shipper . . . . .	240,90 \$	260,20 \$
(f) shipper . . . . .	219,90	237,55

**3.02.** The head shipper and shipper have a guaranteed workweek of 40 hours at the minimum rate mentioned in paragraphs *e* and *f* of section 3.01.

**3.03.** As of 28 May 1980, the employee receives a 9% wage increase.

The employer who since 15 February 1980, has already granted an increase to his employees, is obliged to grant only the difference between 9% and the amount of the increase granted.

As of 16 February 1981, the employee receives a 8% wage increase.

**3.04. Minimum higher than the Regulation respecting labour standards :** Notwithstanding the preceding, any employee who has completed his apprenticeship receives at least a 7% wage increase on the wage provided for an employee 18 years and over in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

The employee who has not completed his apprenticeship receives at least the wage provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

**3.05.** As of 28 May 1980, any employee who has completed 2 months of experience in the industry receives a 1% wage increase, plus the increase to which he might be entitled under section 3.03.

**3.06.** Should the Consumer Price Index for Canada rise by more than 6% during the period between 1 February 1980 to 31 January 1981, the employer shall increase his employee's wages by 1% for every 1% increase in the Index exceeding 6%. This possible increase comes into force on 16 February 1981.

**3.07.** No employee is entitled to any pay when he is not working. If an employee works only part of a week, he is paid only for that part of the week at the prorata of the weekly wages. An employee is paid only according to the type of work he does or to the classification in which he may be employed or which is mentioned in this Decree.

The transfer of an employee from one classification to another entails the necessary adjustment of wages fixed by an agreement between the persons concerned, on the basis of the skill and productivity of the same worker, in the classification to which he may be transferred, all subject to the approval of the parity committee.

**3.08.** A physically or mentally handicapped employee may be paid wages inferior to the minimum wages mentioned in this Division providing such handicap interferes with the average normal production for his trade. Wages for such employee shall be set after agreement between employer and employee. The wages are open to revision every 2 months upon improvement in skill or productivity on the part of the employee concerned. In the event of disagreement, the parity committee shall determine the wages. However, the number of employees receiving an inferior salary may never exceed 20% of the total employees in a given category, unless the parity committee gives special approval in the event that it is established to its satisfaction that a shortage of skilled employees exists.

**3.09. Special provision respecting wages :** Notwithstanding any other provision of the present Decree, the employer pays an employee at least the weekly minimum remuneration which he would receive according to the Regulation respecting labour standards or any other further regulation which could amend or replace it.

#### **4.00. Vacation with pay**

**4.01.** The reference period extends from 1 July of the preceding year to 30 June of the current year.

**4.02.** Any employee who has been in the employ of his employer at least 1 200 hours before 30 June of any year and has worked at least one year in the industry, is entitled to 2 weeks' vacation with pay, as hereinafter provided.

**4.03.** Any employee who, during the reference period, has worked a minimum total of hours comprising 8 full months of work, that is, has worked a minimum of 1 200 hours during the said period for his present employer, receives the above 2 weeks' pay at his individual weekly rate as vacation pay.

**4.04.** Any employee who, during the reference period, has worked less than 8 full months, that is, has worked less than 1 200 working hours during the said period for his present employer, receives by right of indemnity for vacations with pay, an amount equal to 4% of his gross earnings during the said period with his present employer.

**4.05.** It is forbidden to replace by compensation indemnity the annual vacation with pay to which an employee is entitled under this Decree.

**4.06.** The annual vacation period is any 2 consecutive weeks in the month of July, beginning on a Monday. Notice of the precise period must be given by the employer at least 2 months prior to the beginning of the vacation.

**4.07.** Every employee is, in the event of termination of his employment with his employer, entitled to a compensation of 4% of his wages earned during the period of employment entitling him to the annual vacation with pay. Should an employee leaving the employ of his employer prior to the vacation period fail to receive the compensation to which he is entitled, the employer pays this indemnity to the parity committee, which holds it in trust for the account of the employee concerned. If unable to locate such employee the amounts collected then are kept in trust by the parity committee.

**4.08.** All employers forward to the parity committee an amount equal to 4% of their total monthly payroll with respect to all employees covered by this Decree. Such remittance continues on a monthly basis, not later than the 10<sup>th</sup> of the following month.

**4.09.** The committee deposits the said amounts into a special trust account called "The millinery industry vacation pay fund in trust", which is controlled jointly by the contracting parties. Two representatives of the employers and 2 representatives of the employees are designated as signatories hereto. The aforesaid fund is subject to a monthly audit by auditors selected by the parties and to whom they must submit a report. All funds received are immediately invested in suitable investments as determined by representatives of both parties hereto.

**4.10.** The parity committee shall collect overdue accounts without delay. Should the employer cease his activities, the parity committee then remits to the employees the amounts due to them.

**4.11.** The committee shall keep a complete and special accounting for each firm and credit the interest to each member's account for the entire period until a week before the vacation period. At this date each employer shall be reimbursed the total amount of the deposited contributions, together with interest accrued to this day. The amount reimbursed to the employer by the committee shall be held in trust for distribution and payment to each employee as vacation pay. The parity committee is not entitled to any expenses for the administration of the said fund; however, it may charge auditor's expenses. The parity committee shall verify the payment of vacation pay to employees during the vacation pay week and shall report the result of such verification within 15 days after the vacation pay period.

## **5.00. Supplementary year-end holiday fund**

**5.01.** A supplementary year-end holiday fund is established and administered by the parity committee. Every employer contributes thereto by depositing an amount calculated on the monthly payroll for all employees governed by the present Decree as follows : 2% beginning on 28 September 1977.

Such payment is made monthly by each employer to the parity committee, at the same time and in the same manner as in the case of vacation pay provided for in Division 4.00.

The parity committee deposits these amounts in trust in this fund in the name of each employer, as in the case of the vacation pay fund; thereafter at the appropriate time, shortly prior to the year-end holiday, each employer utilizes the amounts received as reimbursement from the fund to make payment for the year-end holiday benefits to each of the employees entitled thereto as may appear from a schedule or list prepared by the parity committee for this purpose.

**5.02.** Any employee who on 24 December, has 5 consecutive years of service in the industry receives a year-end holiday equal to 5 days with pay if he has employed for at least 1 200 hours during the qualifying period or a compensation equal to 2% of his earnings during the current calendar year if he has been employed for less than 1 200 hours during the qualifying period.

**5.03.** The qualifying period comprises the period elapsed since 1 December of the preceding year to 30 November of the current year.

**5.04.** The year-end holiday begins at the end of the last working day preceding Christmas and ends at the beginning of the second working day following New Year's Day.

If the employer, for the needs of his enterprise, requires any employee who would be entitled to the holidays mentioned in this Division to work on those days, the said employee receives his individual rate for each day's work in addition to the payment for the holidays to which he is entitled.

However, if the employee is not obliged to work by his employer during the said year-end holiday period, the latter must not work on the said holidays, and shall receive payment hereinabove provided.

**5.05.** To qualify for the year-end holiday, the employee must be at work or available for work the 3 working days immediately preceding Christmas day and the 3

working days immediately following the first working day of the New Year.

The employee does not lose his right to holidays if his absence from work during the 3-day periods mentioned in the first paragraph is authorized by the employer, or if it is due to lay-off, illness, death in his immediate family.

For each day of absence unauthorized by this section the employee loses his right to one day's vacation and also to the vacation pay.

**5.06.** The employer gives the year-end holiday pay to eligible employees on the pay day preceding Christmas day. In the event that an employee fails to return to work after the year-end holiday to serve a week's separation notice, the employer may deduct from any monies due to the said employee, an amount equivalent to the year-end holiday pay received by the employee.

#### **6.00. Payment of wages**

**6.01.** Employees are paid in cash, weekly. There shall be no more than 3 working days between the end of the workweek and pay day.

**6.02.** Every employee called in to work by his employer is entitled to at least 4 hours' work or ½-days' work whichever is less.

#### **7.00. Hours of work**

**7.01.** A week's work for all employees except head shippers and shippers consists of 37½ hours divided equally in periods of 7½ hours per day for each of the first 5 working days, namely Monday, Tuesday, Wednesday, Thursday and Friday ; there is no work on Saturday and Sunday.

**7.02.** Work begins at 8 h or 8 h 30 and continues until 16 h 30 or 17 h, with an interval of one hour for lunch. Overtime consists of not more than 10 hours per week, as defined in section 7.01. There are not more than 2 hours of overtime per day.

**7.03.** All overtime work performed after 16 h 30 or 17 h, as the case may be, and all work performed on Saturdays and on legal or religious holidays, as provided in this Decree, is paid for at the rate of time and one-half of the regular rate of wages. No employees shall arbitrarily refuse to work overtime when required to do so. All em-

ployees entitled to paid legal and/or religious holidays receive pay for such holidays, in addition to time and one-half of their regular hourly rate for any time worked on such days.

**7.04.** The average workweek of shippers and head shippers shall not exceed 40 hours. Where working hours of the employees concerned have exceeded an average of 40 hours per week, at the end of each 6 month period an adjustment will be made with respect to the 6 month period then ended, in order to compensate such employee during the following months by providing for additional time off or vacation or holiday period to reduce the average to 40 working hours per week.

**7.05.** From 1 July to 15 August, and during the month of December in each year there shall be no Saturday work for shippers and head shippers except in exceptional cases after agreement between the employer and his employees. Notice of this agreement is given to the parity committee. For such Saturday work, the employer grants adequate compensation or time off at other periods.

#### **8.00. General holidays**

**8.01.** No work is performed on : New Year's Day, St. John the Baptist's Day, Labour Day and Christmas Day. Every employee may be absent from work on general holidays and religious feast days of his faith, without being deprived of the rights granted him by this Decree.

#### **9.00. General holidays with pay**

**9.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1). Moreover, any employee who has one month of continuous service in the industry, is entitled to the following 8 holidays with pay : New Year's Day, the working day after New Year's Day, Good Friday, the Queen's Birthday, 1 July, Labour Day, Thanksgiving Day and Christmas Day under the conditions mentioned in this Division.

**9.02.** When a holiday falls on a Saturday or a Sunday, the celebration is postponed to the Monday following the holiday.

**9.03.** When a holiday falls on a Tuesday, Wednesday or a Thursday, the celebration may be postponed to the Monday preceding the holiday or to the Friday which follows provided the employer and his employees agree.

**9.04.** The employee who is absent from work for a complete day, during the week in which a general holiday

with pay occurs, is entitled to only 75% of the holiday pay.

**9.05.** The employee who is absent from work for 2 complete days, during the week in which a general holiday with pay occurs, is entitled to only 50% of the holiday pay.

**9.06.** The employee who is absent from work for more than 2 complete days, during the week in which a general holiday with pay occurs, is not entitled to holiday pay.

**9.07.** Absence due to lay-off from employment or due to sickness is not deemed as an absence within the meaning of this Division.

#### **10.00. Home work**

**10.01.** No work shall be given to employees or any other person to be manufactured or worked upon at home and no employee or other person shall perform any work at home upon any of the products coming within the jurisdiction of this Decree.

#### **11.00. Responsibility for outside work**

**11.01.** Whenever wholesalers, jobbers, retailers, contractors, manufacturers or other persons give work to outside shops, inside contractors or otherwise, such wholesalers, jobbers, retailers, contractors, manufacturers or others will be jointly and severally responsible with the person to whom such work is given for wages and working conditions as laid down in this Decree.

**11.02.** Any and all of the persons mentioned in section 11.01 who give or receive work must submit a report to the office of the parity committee within the week when work was given or received. The report should contain the information requested by the committee and be made on forms supplied by it.

#### **12.00. Overtime**

**12.01.** All overtime work performed after 16 h 30 or 17 h, as the case may be, and all work performed on Saturdays and on religious or legal holidays as provided in this Decree is paid at time and one half the regular wage rate.

However, the overtime payment of time and one half for head shippers and shippers is calculated according to the average standard weekly hours provided for such employees in Division 7.00.

**12.02.** No employer shall arbitrarily refuse to work overtime when requested to do so by the employer. All employees are entitled to an indemnity payment for religious or legal holidays, in addition to time and one half of their regular hourly rate for any time worked on such holidays.

#### **13.00. Punch clock**

**13.01.** Every employer shall maintain a time clock in his factory, if such a clock is available, on which he shall oblige all employees to record their working hours, and on which all employees must record their working hours.

#### **14.00. Employee record cards**

**14.01.** All employers must furnish the Joint Committee of the Millinery & Women's and Children's Headwear Industry for the Province of Québec with an employee record for each employee governed by the Decree, on forms to be provided by the said committee, giving thereon the experience and other information concerning the said employee, as required by the Act, the whole to be certified by the signature of both the employer and employee. These records for each employee must be filed in the office of the said committee no later than 3 days following date of the engagement of the said employee.

#### **15.00. Social security**

**15.01.** Every employer, either by contract with a *bona fide* insurance company recognized by the Superintendent of Insurance of Québec, or by contract with the union herein named as representing the employees, shall provide a social security plan. Such plan shall provide employees with the following : sickness, death, accident, hospitalization, and total and permanent disability benefits, in whole or in part. For the employer it should represent a cost of at least 6% of the total monthly payroll, including overtime of all employees covered by this Decree.

**15.02.** Any such social security plan, introduced by the employer with an insurance company as described in section 15.01, shall be subject to examination by the parity committee. Therefore, employer's records shall at all times be available for examination and inspection by the said parity committee, its inspectors and/or other mandatories.

**15.03.** Should the parity committee find, after examining the records, that the plan implemented by the em-

ployer is not identical or equivalent to that established by the industry in accordance with the provisions of the agreement entered into between the contracting parties to this Decree, or should the plan not be wholly for the benefit of its employees or should it not be in accordance with the spirit and intent of this Division, or should an employer refuse to supply information or lay open the records of the plan in force in his enterprise, the parity committee may give the employer concerned notice by registered or certified mail and request that he pay an amount equivalent to the complete cost of the premium for a plan approved by the parity committee. Such plan shall provide benefits as advantageous as those provided in the contract signed by the parties to this Decree.

**15.04.** Any employer who does not introduce a social security plan with an insurance company and approved by the parity committee or has no social security plan whatsoever, shall pay over to the said parity committee on the 10<sup>th</sup> of each month such percentage of his payroll for the preceding month as may be required to provide the benefits mentioned in section 15.03. The whole shall be determined by the parity committee whose decision is final.

**15.05.** Every social security plan administered by the parity committee or by the union shall, if it is contributory, be covered in an insurance contract. Such contract is subject to the approval of the Superintendent of Insurance of Québec and its implementation is subject to his supervision.

## **16.00. General provision**

**16.01.** Any strike or lock-out having for its object a change of the conditions of this Decree relative to wages and hours as approved under the Act respecting collective agreement decrees (R.S.Q., c. D-2), is prohibited, nor shall a strike or lock-out be called for any other reason or dispute whatsoever without first submitting the said dispute to arbitration in accordance with this Decree.

## **17.00. Term of the Decree**

**17.01.** This Decree remains in force until 15 February 1982. It is automatically renewed from year to year thereafter, unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security and the other party a written notice to the contrary, no more than 60 days and no less than 30 days before 15 February of 1982 or of any subsequent year.

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O.C. 142-47, (1947) 79 O.G., 499  
 O.C. 1156(B)-47, (1947) 79 O.G., 1957  
 O.C. 385(E)-49, (1949) 81 O.G., 1034  
 O.C. 120(C)-51, (1951) 83 O.G., 562  
 O.C. 1295(F)-52, (1952) 84 O.G., 3130  
 O.C. 48(F)-56, (1956) 88 O.G., 426  
 O.C. 839(D)-56, (1956) 88 O.G., 2743  
 O.C. 309(E)-59, (1959) 91 O.G., 1691  
 O.C. 1639(F)-60, (1960) 92 O.G., 4289  
 O.C. 1030(A)-61, (1961) 93 O.G., 2071  
 O.C. 1833(B)-61, (1961) 93 O.G., 3907  
 O.C. 1987(B)-61, (1961) 93 O.G., 4281  
 O.C. 318(A)-64, (1964) 96 O.G., 1144  
 O.C. 1103(G)-65, (1965) 97 O.G., 3341  
 O.C. 1766(G)-65, (1965) 97 O.G., 4944  
 O.C. 2272-66, (1966) 98 O.G., 6145  
 O.C. 139-68, (1968) 100 O.G., 884  
 O.C. 3620-69, (1969) 101 O.G., 6832  
 O.C. 3929-70, (1970) 102 O.G., 6418  
 O.C. 3789-72, (1972) 104 O.G., 11533  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 570-73, (1973) 105 O.G.II, 425  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 3272-74, (1974) 106 O.G.II, 4181  
 O.C. 566-76, (1976) 108 O.G.II, 1929  
 O.C. 2843-77, (1977) 109 O.G.II, 5061  
 O.C. 3638-77, (1977) 109 O.G.II, 5815  
 O.C. 2406-78, (1978) 110 G.O., 3249  
 O.C. 148-79, (1979) 111 G.O., 583, 584  
 O.C. 1392-80, (1980) 112 G.O.II, 1999 and (1981) 113 G.O.II, 2793  
 O.C. 3680-80, (1980) 112 G.O.II, 4695



c. D-2, r.10

## Decree respecting the men's hat industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

The United Hatters, Cap and Millinery Workers International Union (local section 36) ;

and, on the other part :

The Montréal Hat and Cap Manufacturers Association Incorporated ;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 18 February 1956 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the said petition ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in conformity with the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 18 February 1956.

### 1.00. Definitions

**1.01.** For the purposes of this Decree, the following expressions mean :

(a) "blocker" : means any employee engaged in placing all kinds of hats, caps or headwear on wooden or metal blocks and putting the same in the steamboiler or by any other steam process, to give them style, shape or form, and removing them from the said wooden or metal blocks ; as well as blocking or stamping hats, caps or headwear by means of the hydraulic and/or stamper hat pressing machine. Employees engaged in pressing seams are excepted ;

(b) "machine operator" : means any male or female employee engaged in making all kinds of hats, caps and headwear with a sewing machine in whole or in part ; making covers, peaks, setting-up sizes, setting-up covers, all in whole or in part ; and sewing linings, sweat-bands and protectors on hats, caps or headwear in whole or in part ;

(c) "lining maker" : means any male or female employee capable of making hat or cap linings, i.e. the employee who can, with the sewing machine, sew sides and tips made of silk, cotton or any material used in the shop ;

(d) "cutter" : means any employee capable of performing and actually engaged in the following operations : placing hat or cap patterns on fabric goods, on leather material or on hat or cap linings and cutting of the said material or linings by hand, with a short or long knife, or scissors, in accordance with the patterns ;

(e) "hand finisher" : means any employee who sews by hand, buttons, hooks, linings and sweatbands on or in hats, caps or headwear ;

(f) "general worker" : means any employee who performs any work in the industry which is not covered by the foregoing definitions.

### 2.00. Jurisdiction

**2.01. Industrial :** The Decree governs all manufacturers making all kinds of hats, caps and headwear for men and boys and all kinds of headwear for male and female children, whether such fabrication constitutes the main or secondary industry.

Without restricting the generality of the foregoing, this Decree applies to all manufacturers, contractors, subcontractors, wholesalers and manufacturing retailers and other persons who manufacture and make or let contracts for the manufacturing and making either on their own premises or elsewhere of all kinds of hats, caps or headwear for men, boys, and male and female children.

The Decree does not apply to the fabrication of headwear for men and boys, made of fur or wool felt bodies or forms and straw bodies or forms.

Babies and children's headwear forming part of a garment, whether the latter consist of one or more parts, and which is made of the same material and by the same manufacturer as the said garment and which is not sold separately to retail stores, is exempted from the Decree.

**2.02. Territorial :** The territorial jurisdiction of the Decree comprises the entire territory of Québec.

### **3.00. Hours of work**

**3.01.** The standard 37½-hour week is divided into five 7½-hour days, Monday through Friday. Work begins at 8 h or 8 h 30 to end at 16 h 30 or 17 h, as the case may be.

The employer grants a 10-minute rest period per day except in shops where 2 rest periods per day are already granted.

### **4.00. Overtime**

**4.01.** There shall not be more than 10 overtime hours per week and the overtime for any given day shall not exceed 2 hours. However, the employer who requests that 4 hours overtime be worked on Saturday may divide the other 6 overtime hours during the week from Monday to Friday.

All overtime work after the regular workday period of 7½ hours is paid for at one and one-half times the regular rate of wages.

There shall be no work on Sunday.

No foreman, forelady, contractor, partner or shareholder shall work in the classifications mentioned after a regular day's work within the meaning of the Decree.

### **5.00. Minimum wage rates**

**5.01.** The following minimum hourly rates are paid to employees in each of the classifications mentioned hereinafter :

*As of  
2 July 1981*

#### *Classifications*

##### *Cutter :*

1 <sup>st</sup> month . . . . .	3,65 \$	3,65 \$
2 <sup>nd</sup> month . . . . .	4,01	4,09
3 <sup>rd</sup> and 4 <sup>th</sup> months . . .	4,38	4,53
5 <sup>th</sup> and 6 <sup>th</sup> months . . .	4,74	4,97
7 <sup>th</sup> and 8 <sup>th</sup> months . . .	5,11	5,42
9 <sup>th</sup> and 10 <sup>th</sup> months . .	5,48	5,86
11 <sup>th</sup> month . . . . .	5,85	6,31

##### *Blocker :*

1 <sup>st</sup> month . . . . .	3,65	3,65
2 <sup>nd</sup> month . . . . .	3,99	4,06
3 <sup>rd</sup> and 4 <sup>th</sup> months . . .	4,33	4,48
5 <sup>th</sup> and 6 <sup>th</sup> months . . .	4,67	4,90
7 <sup>th</sup> and 8 <sup>th</sup> months . . .	5,02	5,32
9 <sup>th</sup> and 10 <sup>th</sup> months . .	5,36	5,74
11 <sup>th</sup> month . . . . .	5,71	6,16

##### *Machine operator :*

1 <sup>st</sup> month . . . . .	3,65	3,65
2 <sup>nd</sup> month . . . . .	3,89	3,95
3 <sup>rd</sup> and 4 <sup>th</sup> months . . .	4,13	4,26
5 <sup>th</sup> and 6 <sup>th</sup> months . . .	4,37	4,56
7 <sup>th</sup> and 8 <sup>th</sup> months . . .	4,61	4,87
9 <sup>th</sup> and 10 <sup>th</sup> months . .	4,85	5,18
11 <sup>th</sup> month . . . . .	5,09	5,49

##### *Lining operator, hand finisher, general worker, trimmer, packer, shipper :*

1 <sup>st</sup> month . . . . .	3,65	3,65
2 <sup>nd</sup> month . . . . .	3,97	4,06
3 <sup>rd</sup> and 4 <sup>th</sup> months . . .	4,29	4,48
5 <sup>th</sup> and 6 <sup>th</sup> months . . .	4,61	4,90
7 <sup>th</sup> month . . . . .	4,93	5,32.

**5.02. Minimum wage above Government minimum :** Notwithstanding section 5.01, the wages payable in virtue of this Decree to qualified employees, that is, those who have completed their apprenticeship, are at least 7% higher than the rates provided for in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

**5.03.** Notwithstanding section 5.01, the apprentices shall at all times begin work for no less than the wage specified in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

**5.04. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer



pays to an employee at least the minimum weekly wage which would be payable to him under the Regulation respecting labour standards or under any other further regulation which could amend or replace it.

**5.05.** Should the piecework system be in force in the establishment of an employer at the time of the coming into force of this Decree, piecework prices in each of the foregoing classifications shall be fixed at such rates as to ensure the employees at least the minimum weekly wage rates mentioned herein for his or her respective classification as stipulated above.

**5.06.** No employer shall reduce his employees' wage rates, including piece workers, who received wage rates superior to those provided for in the Decree.

**5.07.** The employer establishes and specifies a regular pay day for the employees in this establishment. Wages are paid each week in cash.

**5.08. Minimum call-in pay :** A minimum of 4 hours or a half-day's work, whichever is less, shall be the minimum pay to which an employee is entitled when called in for work by his employer.

## **6.00. Increases**

**6.01. General increases :** Notwithstanding the scale provided for in section 5.01, any employee receives at least the following increases :

(a) 9% of his individual hourly rate as of 8 April 1981 ; however, any increase granted since 1 July 1979 may be deducted from the said 9% ;

(b) 8% of his individual hourly rate as of 2 July 1981.

## **6.02. Cost-of-living adjustment :**

(1) If the Consumer Price Index for Canada, base year 1971 = 100, reported by the Government of Canada for June 1980, exceeds that of June 1979 by more than 8%, employees shall receive as of 8 April 1981, a cost-of-living adjustment equal to each complete 1% increase in the Consumer Price Index exceeding 8%, plus the wage increase provided for the same date. Such cost-of-living adjustment is, however, limited to 3%.

(2) If the Consumer Price Index for Canada, base year 1971 = 100, reported by the Government of Canada for June 1981, exceeds that of June 1980 by more than 8%,

employees shall receive a cost-of-living adjustment equal to each complete 1% increase in the Consumer Price Index exceeding 8% plus the wage increase provided for 2 July 1981. Such cost-of-living adjustment is, however, limited to 3%.

**6.03.** The wage increases and cost-of-living adjustments mentioned in sections 6.01 and 6.02 are added to the schedule "Minimum wage rates" of section 5.01.

## **7.00. General holidays with pay**

**7.01.** St. John the Baptist's Day is a paid general holiday, pursuant to the National Holiday Act (R.S.Q., c. F.-1.1).

**7.02.** Moreover, the employer grants his employees the following 8 paid general holidays : New Year's Day, the working day following New Year's Day, Good Friday, Dollard's Day or the Queen's Birthday, 1 July, Labour Day, Thanksgiving Day and Christmas.

**7.03.** Should the employer close his establishment on a religious day of his faith, the employees shall be paid for such day in place of 1 July or Thanksgiving Day.

**7.04.** However, in instituting any replacement of a holiday, as provided of in the Decree, the employer notifies the parity committee before the month of January of each year. The employer stipulates the replaceable holidays desired and such days are considered as holidays for the entire year.

**7.05.** When a holiday falls on a Saturday or a Sunday, its celebration is postponed to the following Monday. When a holiday falls on Tuesday, Wednesday or Thursday, its celebration may be postponed to the preceding Monday or to the Friday following the holiday, if the employer and the employees agree.

**7.06.** Work performed on legal or religious holidays is paid on the basis of time and one-half the rates of the employee concerned, in addition to the payment for such holiday.

**7.07.** Any employee who is absent for one full day during a workweek in which any of the aforesaid holidays fall is entitled to only 75% of the pay granted for such holiday.

**7.08.** Any employee who is absent for 2 full days during a workweek in which any of the aforesaid holidays fall is entitled to only 50% of the pay granted for such holiday.

**7.09.** Any employee who is absent for more than 2 days during any workweek in which any of the aforesaid holidays fall is not paid for such holiday.

**7.10.** However, any lay-off by the employer and any absence caused by sickness is not deemed to be absences within the meaning of sections 7.01 through 7.09.

**7.11. Additional indemnity (3<sup>rd</sup> week) :**

(1) Any employee, who on 24 December, has 5 consecutive years of service in the industry and has worked at least 1 200 hours during the period from 1 December of the previous year to 30 November of the current year, receives from the employer 5 days of 7½ hours each, calculated using his regular hourly rate. This constitutes the third week of paid vacation.

(2) Nevertheless, an employee who has met all the conditions mentioned in subsection 1, but who has less than 1 200 working hours to his credit during the period from 1 December of the previous year, receives from the employer for the third week of vacation, 2% of his total wages for the period from 1 December to 30 November of each year. He may, however, be absent from work for 5 working days.

(3) The period during which this third week of vacation may be taken extends from the last working day before Christmas to the first working day following New Year's Day.

(4) Employees eligible for a third week of vacation may be absent from work during the period between Christmas and New Year's Day. If work is performed during this period, employees are paid their regular rates, in addition to the third week of vacation with pay.

(5) To be eligible for the third week of vacation, an employee shall have worked or been available to work the 3 working days before Christmas and the 3 working days following the working day after New Year's Day.

(6) Absence from work by an employee for the 3-day period mentioned in subsection 5, does not cancel the right to the vacation if the absence was authorized or was due to a lay-off, sickness or death in the immediate family of the employee or for a valid reason. An absence not specified

herein results in the loss of the indemnity for one day of vacation for each day of absence.

(7) The employer pays the indemnity for the third week of vacation to any eligible employees on the pay day preceding Christmas Day. If an employee does not return to work following this vacation to work the period equal to one week's separation notice, the employer may withhold from the amount owing to the employee, an amount equivalent to the vacation pay received by the employee.

**7.12. Additional indemnity (4<sup>th</sup> week) :**

(1) Any employee who has worked in the industry for 10 consecutive years before 1 July of the current year and has 1 200 working hours to his credit for the current year, is paid by the employer for 5 days of 7½ hours each, based upon his regular rate. This constitutes the fourth week of paid vacation.

(2) Nevertheless, if an employee meets all the conditions provided for in subsection 1 but has less than 1 200 working hours during the current year, he is paid by the employer for the fourth week of vacation in the amount of 2% of his total wages from the period from 1 July of the previous year to 1 July of the current year. He may, however, be absent from his work for 5 working days.

(3) The period during which this fourth week of vacation may be taken can be scheduled by the employer, if production needs so require. Such vacation may be granted at any time after the annual summer vacation, but not later than 90 days following the end of the current calendar year. Employees concerned are informed at least 30 days before the period scheduled by the employer for such vacation.

(4) The employer gives the eligible employee the pay for his fourth week of vacation before the employee takes his vacation.

**8.00. Vacation with pay**

**8.01.** Employers grant 2 weeks' vacation with pay to all employees subject to this Decree who have been in the employ of their respective employer for one year at least.

**8.02.** If an employee has worked less than one year for his or her respective employer, at the time of the vacation period, the said employee is entitled to 4% of his total gross wages earned from the time he was hired up to the said vacation period.

**8.03.** In the event that an employee leaves his employment prior to or after the vacation period, the said em-

ployee shall be entitled to 4% of his total wages earned since the last vacation period.

**8.04.** In all establishments subject to this Decree, the 2 weeks' annual vacation with pay are taken consecutively, from the third Monday of the month of July.

**8.05.** Should the parity committee after investigation, deem that the payment of vacation pay is not ensured to employees, it may require any employer concerned to forward to it 4% of his monthly payroll on or before the 10<sup>th</sup> of the following month. These contributions are held in trust by the parity committee for the benefit of the employees entitled thereto and remitted to them at the time of vacation.

#### **9.00. Social security**

**9.01.** Every employer, either by contract with an insurance company recognized by the Superintendent of Insurance in Québec, or by contract with the union herein named as representing the employee, provides a social security plan. Such plan provides employees, in whole or in part, with the following benefits : sickness, accident, hospitalization and total disability. The employer's contribution to this plan is at least 5% of his total monthly payroll.

**9.02.** Any such social security plan, introduced by the employer, with an insurance company shall be subject to examination by the parity committee. Therefore, the employer's records shall at all times be available for examination and inspection by the said parity committee, its inspectors or other mandatories.

**9.03.** Should the parity committee find, after examining the records, that the plan implemented by the employer is not identical or equivalent to the one in force in the industry in accordance with the provisions of the agreement entered into between the contracting parties to this Decree, or should the plan not be wholly for the benefit of the employees or should it not be in accordance with the spirit and intent of this Division, or should the employer refuse to supply information or lay open the records of the plan in force in his enterprise, the parity committee may give the employer concerned notice by registered or certified mail and request that he pay an amount equal to the complete cost of the premium for a plan approved by the parity committee. Such plan shall provide benefits as advantageous as those provided in the contract signed by the parties to this Decree.

**9.04.** Any employer who has no social security plan for his employees or who does not introduce a social security plan by contract with an insurance company and approved by the parity committee shall pay over to the said parity committee, on the 10<sup>th</sup> of each month, such percentage of his payroll for the preceding month as may be required to provide the benefits mentioned in section 9.01. The whole is determined by the parity committee whose decision is final.

**9.05.** Any social security plan administered by the parity committee is covered by an insurance contract. The said insurance contract is subject to the approval of the Superintendent of Insurance of Québec and its operation is to be carried out under his supervision.

**9.06. Sick leave :** In the event of sickness, an employee is still considered an employee of the employer and is entitled to all rights and privileges as may be provided for in the Decree. Upon recovery, subject to no loss in productivity after illness, he is entitled to the job held immediately prior to such sickness on not less than the same terms or such terms which may be provided for in this Decree. However, this section is automatically terminated after 6 months of continuous illness.

#### **10.00. System of work**

**10.01.** All employees covered by this Decree employed either on a piece-work system or on an hourly system, as provided in the Decree. In no event shall the hourly system for employment be changed therefrom to that of a piece-work system without the consent in writing of the parity committee. Under no circumstances shall there be a dual system of work in any classification. Whatever the system of work is for the majority of employees in any classification, such system must prevail for all employees in the same classification.

#### **11.00. Payment of wages**

**11.01.** Employers establish and specify a regular pay day each week for the employees on which day wages are paid in cash.

#### **12.00. Prohibition to reduce wages or piece-work rates**

**12.01.** At no time shall there be a reduction in wages or piece-work prices in the industry, either generally or for any particular worker. However, should there be any special case of decreased productivity in any given shop without good causes or reason, wages in such case can be ad-

justed accordingly with the approval of the parity committee.

### **13.00. Division of work**

**13.01.** At all times, in regular or slack periods, there shall be an equal distribution of work among all the workers in each of the classifications or crafts mentioned herein. At no time shall the regular staff of workers be reduced on account of seasonal reduction in the quantity of work. The division of work must be arranged between the employees' representatives, and the employers or their designated representatives.

### **14.00. Employee record cards**

**14.01.** All employers must furnish the parity committee entrusted with the administration of the Decree with an employee record for each employee governed by the Decree, on forms to be provided by the committee, giving thereon the experience and other information concerning each employee as required by the Act, the whole to be certified by the signature of both the employer and employee. These records for each employee must be filed in the office of the committee not later than 3 days following the date of the engagement of each employee.

### **15.00. Home work**

**15.01.** No work shall be given to employees or any other person to be manufactured or worked upon at home and no employee or other person shall perform any work at home upon any of the products coming within the jurisdiction of the Decree.

### **16.00. Prohibition to work in 2 factories**

**16.01.** In order to carry out the spirit of the provision governing overtime and to secure better distribution of work, and for the protection of the industry against style and labour piracy, no worker, whether male or female, who forms part of the working force of any employer in the industry, as attested to by the records of the parity committee, of the said employer and of the union is permitted to work in any other establishment manufacturing or making men's, boy's and children's headwear coming under the jurisdiction of this Decree.

### **17.00. Work given to outside shops**

**17.01.** No employer shall send any material to be made up or to have any work performed thereon by any person, contractor or sub-contractor, or factory other than his or its own factory unless such outside person,

contractor or sub-contractor operates a *bona fide* hat and cap shop or unless such other factory is a *bona fide* hat and cap shop under the industrial jurisdiction of the Decree.

However, no work shall be sent out of the employer's establishment unless the regular employees therein are fully employed during the total hours of the standard work-week provided for in this Decree, plus the 10 overtime hours permitted each week.

Only in the event that the foregoing paragraph is fully complied with may an employer send any material to be made or have any work performed by any person, factory, contractor or sub-contractor other than on his own factory premises. However, such employer must notify and advise in writing the parity committee of the name or names of persons, contractors, sub-contractors or establishments doing such work, and also the quantity, style and prices paid for the manufacture of any kind of hats or caps which are under the jurisdiction of the Decree.

### **18.00. Responsibility for outside work**

**18.01.** Whenever wholesalers, jobbers, retailers, contractors, manufacturers or other persons, whether under special permit from the parity committee, or not, give work to outside shops, inside contractors, or otherwise, such wholesalers, jobbers, retailers, contractors, manufacturers or other persons shall be jointly and severally responsible with the persons to whom such work is given for wages and working conditions as fixed by this Decree.

On or before the 10<sup>th</sup> day of each month, any of the persons mentioned in the first paragraph who gives or receives the work, must file at the office of the parity committee, a report of the said work given or received the preceding month, on forms provided by the parity committee and containing such information as the parity committee may deem advisable.

### **19.00. Bereavement pay**

**19.01.** In the case of a death in the family of an employee, the employee is entitled to 3 days' leave with regular pay.

**19.02.** Family means father, mother, spouse, child, brother or sister. The employee is entitled to one day's leave on the death of his father-in-law or mother-in-law.

**20.00. Term of the Decree**

**20.01.** The Decree remains in force until 1 July 1982. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during May of 1982 or of any subsequent year.

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O.C. 385-56, (1956) 88 O.G., 1546  
O.C. 100(B)-57, (1957) 89 O.G., 553  
O.C. 86(A)-59, (1959) 91 O.G., 780  
O.C. 907(C)-62, (1962) 94 O.G., 3158  
O.C. 198(A)-64, (1964) 96 O.G., 892  
O.C. 2102(B)-65, (1965) 97 O.G., 5663  
O.C. 1091-66, (1966) 98 O.G., 3855  
O.C. 1510-67, (1967) 99 O.G., 3551  
O.C. 173-70, (1970) 102 O.G., 944  
O.C. 4129-70, (1970) 102 O.G., 6601  
O.C. 4408-71, (1972) 104 O.G., 67  
O.C. 3795-72, (1972) 104 O.G., 11553  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 4529-74, (1974) 106 O.G.II, 5295  
O.C. 567-76, (1976) 108 O.G.II, 1931  
O.C. 2844-77, (1977) 109 O.G.II, 5067  
O.C. 4496-77, (1978) 110 G.O., 129  
O.C. 747-78, (1978) 110 G.O., 1085  
O.C. 1665-79, (1979) 111 G.O., 4033  
O.C. 883-81, (1981) 113 G.O.II, 1113



c. D-2, r.11

## Decree respecting the men's and boys' shirt industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*La Guilde des manufacturiers de chemises ;*

and, on the other part :

*La Fédération nationale des travailleurs de l'industrie du vêtement Inc. ;*

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 2 May 1964 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction mentioned in the petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been considered in pursuance of the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 2 May 1964.

### 1.00. Industrial jurisdiction

**1.01.** This Decree covers the industry manufacturing or producing, in whole or in part, men's and boys' shirts and pyjamas of all kinds and of all descriptions, without limitation. It also covers the industry manufacturing or

producing, in whole or in part, men's and boys' shorts and underwear which are cut and sewn.

This Decree also covers the manufacture or production of ladies' mannish tailored shirts and pyjamas without embroidery, lace, ruffles or ornaments, in the same factory or establishment by manufacturers principally engaged in the production and manufacture defined in the first paragraph, and which are of the same style, pattern, construction, material and operation as that used in the manufacture of men's shirts and pyjamas.

**1.02.** The work contemplated by this Decree includes the work of all persons performing any or many of the operations being part of, related to or connected with the manufacturing or producing of the above described shirts and garments, whether the said operations are defined or not in the present Decree, whether said operations are performed completely or in part by the same employer or by several employers, whether they are performed completely or in part in one or several trade plants, private, industrial, commercial or other establishments.

It is of little consequence whether such operations constitute the principal business of the employer or are accessory or complementary to any other business or enterprise and whether the said shirts and garments are manufactured or produced for the purpose of sale to other consumers or for the exclusive use of the employer.

**1.03.** This Decree also covers all manufacturers, jobbers, contractors, sub-contractors and manufacturing retailers who produce in their own establishment or elsewhere, in whole or in part, garments covered by the present industrial jurisdiction.

**1.04.** The following garments are however especially excluded :

- (a) articles and garments which are already covered by an existing decree ;
- (b) underwear made of knitted fabrics ;
- (c) infants' and children's clothes or garments smaller than size 2 years.

## **2.00. Territorial jurisdiction**

**2.01.** The territorial jurisdiction of this Decree comprises the entire territory of Québec and, for purposes of enforcement, is divided into 2 zones :

(a) **Zone I** : the Island of Montréal and a radius of 16,09 kilometres from its limits ;

(b) **Zone II** : the entire Québec with the exception of Zone I.

## **3.00. Hours of work and schedules**

**3.01.** (1) **Zone I** : The standard workweek consists of 36 ½ hours, scheduled as follows : from Monday to Thursday : from 8 h to 12 h and from 13 h to 16 h 30 and on Friday : from 8 h to 12 h and from 13 h to 15 h 30 ;

(2) **Zone II** : The standard workweek consists of 39 hours, scheduled as follows : from Monday to Thursday : from 8 h to 12 h and from 13 h to 17 h and on Friday : from 8 h to 12 h and from 13 h to 16 h.

**3.02.** A rest period of 15 consecutive minutes in both morning and afternoon shall be granted by the employer and taken by all employees. In the case of hourly-paid employees, such rest periods include the time they leave and return to their place of work without loss in wages. The Friday afternoon rest period is cancelled.

The parity committee shall be notified, in writing, at least 15 days before the exact hour when said morning and afternoon rest periods will take place.

**3.03. Change of hours** : Upon request from the majority of his employees, an employer may redistribute the hours of work established for each zone in section 3.01, but he shall notify the parity committee, in writing, to that effect and forward the schedule of hours which he has adopted, at least 15 days before the said schedule comes into force.

However, the hours of work shall never exceed that determined in section 3.01 for the working week or day.

Moreover, in all cases, the one-hour period granted for the noon meal shall be the same for all the employees of a same employer.

**3.04.** No work is allowed during the one hour period granted for the noon meal under sections 3.01 and 3.03.

**3.05.** Any employee who reports for work at the beginning of his regular shift without previous notification by his employer not to do so, is paid the equivalent of 4 hours' work at his regular minimum hourly rate guaran-

teed by this Decree, provided that, if requested by the employer, the employee shall perform available work to which he may be assigned. This section shall not apply in the event of power or steam failure, fire, flood or any act of God.

**3.06. Second shift** : A second shift may be set up on the following conditions :

(a) a permit must be obtained from the inspector of the Commission de la santé et de la sécurité du travail in accordance with the regulations under the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1) ;

(b) working hours shall not exceed 37 ½ hours per week in Zone I and 40 hours per week in Zone II. The second shift shall not be more than 7 ½ hours per day in Zone I and 8 hours per day in Zone II and shall not start before 16 h.

Working hours shall never exceed those mentioned in section 3.01 for the workweek or workday and work may not begin before 16 h ;

(c) a written notification shall be given to that effect to the parity committee at least 15 days before the date of enforcement of the second shift. This notification shall provide the scheduled working hours of the second shift. Any modification to the schedule shall be given in writing to the parity committee at least 15 days before its enforcement ;

(d) the second shift working hours shall not be considered as overtime, but all employers shall pay their employees working on the second shift a premium of 10% above their regular hourly or piece-work rate for the operation performed. This premium is paid under a distinct item in or on the pay envelope or sheet.

This premium shall be calculated for the payment of holidays as well as for the vacation with pay but shall not be calculated for the general average after one year nor for the social security allowance ;

(e) during the second shift, there shall be no 15-minute rest period, but the meal time shall be paid in full and shall last at least half an hour. On the second shift, an employee must have been at work at least 4 consecutive hours to be entitled to the paid meal period ;

(f) any employee on the second shift is entitled, for a general holiday, to an indemnity calculated by multiplying the hours worked on the second shift each day, by his average hourly earnings determined according to paragraph

e of section 6.01 for the 3-month period immediately preceding the general holiday.

#### 4.00. Overtime

**4.01.** If an employer has work done by an employee over and above the standard hours outlined in sections 3.01 and 3.03, or over and above the standard hours of his shift or during the annual vacation to which he is entitled, he shall pay the said employee :

(a) when it is an employee remunerated on an hourly basis, his actual earnings plus one half ;

(b) when it is an employee remunerated on a piece work basis, in addition to his actual earnings, 50% of his average hourly earnings according to paragraph e of section 6.01 for the 3-month period immediately preceding the performing of the work.

#### 5.00. Definition of trades

**5.01.** For the purposes of this Decree, the following expressions mean :

(a) "operator" : the employee actually performing by ordinary sewing machines, 2 needle machines or more, in a workmanlike manner, the operation of sewing together, in part or in whole, any of the products contemplated in this Decree, after the garment has been cut. This term also includes sample makers, repair makers and the operators working on machines called "special machines" such as : taping, overlock, button-sewer, buttonhole, tucking, buttonmaking, snap-fastening button, overcasting seams ; who are able to and actually perform by sewing machines and in a workmanlike manner, any one of the garments concerned herewith ;

(b) "presser" : the employee performing the work of ironing or pressing, in part or in whole, garments falling within the jurisdiction of this Decree ;

(c) "folder" : those actually performing the work of folding garments, in part or in whole, falling within this jurisdiction ;

(d) "examiner" : the employee performing the work of inspecting part of or a completed garment contemplated in this Decree for faults in workmanship and performing the operations of thread clipping or other necessary work for the completion of the garment ;

(e) "unskilled worker" : any employee performing miscellaneous factory work incidental to the manufacture of all garments subject to this Decree, such as carrying bundles of merchandise to operators, pressers or examin-

ers and stamping, bundling, packing and wrapping, as well as any other employee whose trade is not defined herein and who carries out an operation or work covered by the industrial jurisdiction of this Decree ;

(f) "marker" : the person who makes markers, in a workmanlike manner, on paper or on materials used in the manufacture of garments covered by this Decree ;

(g) "hand-knife cutter" : any employee who cuts by hand with a short knife, in a workmanlike manner, all materials, trimmings and linings used in the manufacture of garments covered by this Decree ;

(h) "cutter" : the employee who cuts, by means of shears, electric knife or otherwise, in a workmanlike manner, all materials used in the manufacture of garments covered by this Decree but who does not make markers ;

(i) "cutter with die" : the employee who, in a workmanlike manner, and by means of cutting equipment (clicker), cuts all materials used in the manufacture of garments covered by this Decree ;

(j) "spreader" : the employee who, as a preparation to the cutter's work, spreads out materials used in the manufacture of garments covered by this Decree ;

(k) "divider" : the employee whose work consists in dividing the cuts of all materials used in the manufacture of garments covered by this Decree and bundling them according to quantities and sizes ;

(l) "section head" : the employee who directly assists the foreman in the performance of his duties ;

(m) "general hand" : the employee performing the work of shipping, receiving, sweeping, or any other occupation not defined in this Decree.

#### 6.00. Interpretation

**6.01.** For the purposes of this Decree, the following expressions mean :

(a) the masculine gender includes both genders unless the contrary intention is evident by the context ; the singular number extends to more than one person or more than one thing of the same sort whenever the context admits of such extension ;

(b) "parity committee" : the parity committee formed under the Act to administer the Decree ;

(c) "regular earnings" : in the case of employees hired on a time basis or who do not meet the requirements of



section 7.06 under any pay system whatsoever, wage rates paid or due to an employee, plus all adjustments and increases agreed upon between the employer and the employee, or otherwise, even if such rates are higher than those stipulated in sections 7.02 and 7.03, but do not include the additional amount mentioned in section 7.05 or the amount mentioned in Division 8.00. In the case of employees paid on a piece-work basis, these words mean the wages earned under their employer's piece-work system plus all adjustments and increases agreed upon between the employer and the employee, or otherwise, but not including the additional amount mentioned in section 7.05 or the amount mentioned in Division 8.00;

(d) "actual earnings" : regular earnings plus the additional amount provided for in section 7.05 ;

(e) "average hourly earnings" : the result obtained by dividing the actual earnings of each employee by the actual hours worked (regular and overtime) during the preceding 3 months as determined hereinbelow. In this process, the overtime premium shall be excluded. This average is established every 3 months beginning 1 January of each year. Every employer must supply lists of the average hourly earnings to the parity committee no later than 31 January for the preceding October, November and December ; no later than 30 April for the preceding January, February and March, no later than 31 July for the preceding April, May and June and no later than 31 October for the preceding July, August and September. Each of these lists comes into force on the day after the date on which they become exigible. The employer shall ask the parity committee for the required prescribed standard forms ;

(f) "continuous service" : the duration of the continuous service includes sick leave, maternity leave, holiday periods, leave for work accidents and authorized leave ;

(g) "Regulation rate" : the minimum rate determined for employees 18 years of age or over for the regular week, according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any further regulation which could amend or replace it.

## 7.00. Wages

**7.01.** Subject to the following provisions, the minimum hourly rates for work performed during the standard workday or workweek shall be those stipulated hereunder for employees engaged in the occupations listed in section 7.02 in their respective zone.

Guaranteed minimum hourly rates provided for in section 7.02 for work performed in Zone I are increased by an amount equal to the difference between the Regulation rate increased by 0,47 \$ and the rate in force provided for the employee of grade 2 in section 7.02, increased by the additional amount then in force.

Guaranteed minimum hourly rates provided for in section 7.02 for work performed in Zone II are increased by the amount equal to the difference between the Regulation rate increased by 0,30 \$ and the rate in force provided for the employee of grade 2 in section 7.02, increased by the additional amount then in force.

All hourly wage rates are considered as guaranteed minimum wage rates to each employee for each workweek and such minimum hourly wage rates must be adjusted and paid to each employee every week according to his occupation or the scale of progression rates.

## 7.02. Guaranteed minimum hourly wage rates for the following occupations :

		Zone I	
Category	Classification	1 January 1981	As of 1 July 1981
(1)	Unskilled worker . . . .	5,35 \$	5,55 \$
(2)	Operator . . . . .	5,35	5,55
(3)	Presser, folder . . . . .	5,35	5,55
(4)	Examiner . . . . .	5,35	5,55
(5)	Divider . . . . .	5,40	5,60
(6)	Section head . . . . .	5,40	5,60
(7)	General hand . . . . .	6,37	6,57
(8)	Spreader . . . . .	6,37	6,57
(9)	Cutter . . . . .	6,70	6,90
(10)	Cutter with die (clicker)	6,70	6,90
(11)	Hand-knife cutter . . . .	6,82	7,02
(12)	Marker . . . . .	6,82	7,02 ;

		Zone II	
Category	Classification	1 January 1981	As of 1 July 1981
(1)	Unskilled worker . . . .	5,18 \$	5,38 \$
(2)	Operator . . . . .	5,18	5,38
(3)	Presser, folder . . . . .	5,18	5,38
(4)	Examiner . . . . .	5,18	5,38
(5)	Divider . . . . .	5,23	5,43

(6) Section head . . . . .	5,23 \$	5,43 \$
(7) General hand . . . . .	6,15	6,35
(8) Spreader . . . . .	6,15	6,35
(9) Cutter . . . . .	6,46	6,66
(10) Cutter with die (clicker)	6,46	6,66
(11) Hand-knife cutter . . . .	6,56	6,76
(12) Marker . . . . .	6,56	6,76.

**7.03. Progression rates :** All employees subject to the scale of progression rates shall be paid at least the minimum hourly rates determined by the Regulation increased by an amount based on experience acquired or being acquired according to the following table :

	Zone I	
	<i>1 January 1981</i>	<i>As of 1 July 1981</i>
(1) 1 <sup>st</sup> semester . . . . .	0,00 \$	0,00 \$
(2) 2 <sup>nd</sup> semester . . . . .	0,25	0,25
(3) 3 <sup>rd</sup> semester . . . . .	1,90	2,10
(4) 4 <sup>th</sup> semester . . . . .	2,35	2,55
(5) 5 <sup>th</sup> semester . . . . .	2,80	3,00
(6) 6 <sup>th</sup> semester . . . . .	3,25	3,45
(7) 7 <sup>th</sup> semester . . . . .	3,70	3,90
	Zone II	
(1) 1 <sup>st</sup> semester . . . . .	0,00 \$	0,00 \$
(2) 2 <sup>nd</sup> semester . . . . .	0,20	0,20
(3) 3 <sup>rd</sup> semester . . . . .	1,70	1,90
(4) 4 <sup>th</sup> semester . . . . .	2,10	2,30
(5) 5 <sup>th</sup> semester . . . . .	2,50	2,70
(6) 6 <sup>th</sup> semester . . . . .	2,90	3,10
(7) 7 <sup>th</sup> semester . . . . .	3,40	3,60.

The employee is no longer governed by the progression rates schedule as soon as he reaches the minimum hourly rate for his occupation, according to the grades set forth in section 7.02.

However, if an employee is promoted to a higher occupation, he is once again governed by the aforementioned schedule for as long as is required of him to reach the new occupation's wage rates, effective from the date he fills the new occupation.

Anyone denoted to a lower-paying occupation may be paid according to such occupation's wage rate.

However, an employee shall never have to start the hiring and progression rates schedule over again ; he may only progress towards higher rates.

**7.04. General hourly average :** The general hourly average for employees in categories 2, 3 and 4 of section 7.02, with one year's experience or more in the industry, shall be 0,15 \$ more than the sum of the guaranteed minimum hourly rates provided for in section 7.01 for the said categories and of the additional amount provided for in section 7.05.

The general hourly average for employees with one year's experience or more is computed monthly by each plant and is obtained by dividing total actual earnings by the total hours worked for each employee.

When the general hourly average for employees in categories 2, 3 or 4 does not attain the general hourly average provided for in this Decree, each of the aforementioned employees shall be paid the difference for each hour worked during that month.

The 15<sup>th</sup> day of the following month is the due date of any claim that may be made in pursuance of this section.

**7.05. Additional amount :** All employees, whether they are paid on an hourly, weekly, piecework basis or otherwise, receives for each hour worked over and above their regular earnings, an additional amount of at least 0,10 \$ after 6 months of continuous service for the same employer.

**7.06. Piece-work rates :** No piece-work rates may be fixed which do not yield a rate of pay equal to the minimum hourly rates herein stipulated.

**7.07. Experience :** The experience acquired in the service of any employer covered by this Decree shall be recognized by any other employer.

The experience of any employee is acquired according to the weeks he has effectively worked within the industrial jurisdiction of this Decree.

Experience acquired, within the industrial jurisdiction of this Decree, in any operation listed in section 7.02 is cumulative.

**7.08. Special provisions :**

**Children's garments :** The minimum hourly wage rates provided for in sections 7.02 and 7.03 and the general hourly average mentioned in section 7.04 are reduced by 10% for all employees covered by the industrial jurisdiction.

tion as long as they are assigned to the manufacturing or production of infants' and children's clothes or garments smaller than size 6X, provided the employer keeps a record of this type of work that will indicate the exact number of hours, rate per hour or piece-work rate paid or due for each working day or week. Such information shall be reported to the parity committee.

In no case, however, shall the minimum rates be lower than those paid on 14 May 1975, nor those of the Regulation.

**7.09. Compensation :** Employers in both zones who have granted wage increases to their employees on or after 1 January 1979, are granted a compensation equivalent and proportional to such increase.

**7.10. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays an employee at least the weekly minimum remuneration which he would receive according to the Regulation respecting labour standards (c. N-1.1, r.3) or according to any other further regulation which may amend or replace it.

## **8.00. Social security**

**8.01.** All employees receive, every week, a remuneration equivalent to 3% of their wages as a social security compensation.

**8.02.** Any employer who, by contract with a recognized and *bona fide* insurance company or insurance fund recognized by the Superintendent of Insurance of Québec, or who, by contract with a *bona fide* union, is bound to and does pay a sum equivalent to 3% of the total earnings of his employees subject to the jurisdiction of this Decree, under a social welfare plan covering in whole or in part sickness, accident, hospitalization or death benefits, shall be relieved from paying the compensation mentioned in section 8.01.

**8.03.** In the event that any plan covering sickness, accident, hospitalization, death benefits introduced by the employer for the benefit of his employees as mentioned in section 8.02 should involve a cost of less than a sum equivalent to 3% of his employees earnings, the employer shall be entitled to carry out such a plan, paying the difference in cash, each week, between the cost of such plan and a sum equivalent to 3% of his employees earnings.

**8.04.** Any such social welfare plan introduced by an employer as mentioned in section 8.02, is subject to examination by the parity committee and, for that purpose, the

employer's records shall at all time be open to inspection and examination by the parity committee.

**8.05.** Should it be found, after examination by the parity committee, that payment by the employer of a sum equivalent to 3% is not wholly for the benefit of his employees or that the object of the said social welfare plan is not in accordance with the spirit and intention of this provision, or upon refusal by the employer to submit details and records of such plan then, upon notice from the parity committee given by registered or certified mail to the employer, the said employer shall be bound to pay the full compensation of 3% from the date of such notice.

## **9.00. Prohibition to reduce wages and rates**

**9.01.** There shall be no reduction in the wages presently paid, whether on an hourly, piece-work or weekly basis.

## **10.00. Annual vacation with pay**

**10.01. Qualifying period :** The period extending from 1 June of the preceding year to 31 May of the current year.

**10.02.** Every employee is entitled to at least 3 weeks' consecutive annual vacation to be taken between 7 July and 15 August.

**10.03.** The employer shall post the exact vacation dates on a bulletin board at least 90 days in advance, so that employees may take note thereof.

**10.04.** The vacation pay due to each employee is computed as follows :

(a) employees having less than one year of continuous service for the same employer receive 4% of total wages earned and indemnities or other privileges received or earned during the qualifying period ;

(b) employees having at least one year continuous service with the same employer receive 5,5% of total wages earned and indemnities or other privileges received or earned during the qualifying period ;

(c) employees having at least 5 years' continuous service with the same employer receive 6,5% of total wages earned and indemnities or other privileges received or earned during the qualifying period ;

(d) employees having at least 10 years' continuous service with the same employer receive 7,5% of total wages earned and indemnities or other privileges received or earned during the qualifying period. However, all employees having worked at least 120 days during the qualifying period, may claim an amount equal to his average hourly earnings in accordance with paragraph *e* of section 6.01 for the 3-month period immediately prior to the paid annual vacation, multiplied by 3 times the number of hours of the regular working week if this amount is higher ;

(e) employees having at least 15 years' continuous service with the same employer receive 8,5% of total wages earned and indemnities or other privileges received or earned during the qualifying period.

However, all employees having worked at least 120 days during the qualifying period may claim an amount equal to his average hourly earnings in accordance with paragraph *e* of section 6.01 for the 3-month period immediately prior to the paid annual vacation, multiplied by 3 times the number of hours of the regular working week if this amount is higher.

**10.05.** Each employee's vacation pay is paid to him on the last pay day immediately prior to the beginning of his annual vacation period.

**10.06.** If, for any reason whatever, an employee's service is terminated before the qualifying period has elapsed, or if service begins and ends during the qualifying period, the employee is paid, at separation time, a compensation calculated according to section 10.04.

**10.07.** Every employee shall be given his vacation pay before leaving on vacation. However, every employee who has not received the compensation stipulated in section 10.06 and who, on 1 June of each year, has been absent from work for more than one month, is entitled to receive such vacation pay as any other employee, as of 10 July, for the period provided for in section 10.02. This is the due date for the payment of this amount.

## **11.00. Holidays**

**11.01.** (1) Employers grant their employees the following general holidays : Good Friday, Easter Monday,

Victoria Day, Canada Day, Labour Day, Thanksgiving Day.

(2) In Zone I, when the holiday falls on a Friday, holiday pay is equal to 6 ½ times each employee's average hourly earnings established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the holiday.

(3) In Zone II, when the holiday falls on a Friday, the holiday pay is equal to 7 times each employee's average hourly earnings established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the holiday.

**11.02.** Upon request from the majority of his employees, an employer may, if Canada Day falls on a day other than a Monday or a Friday, decide that this holiday shall be celebrated on the preceding Monday or on the following Friday in the same calendar week provided that he gives written notice thereof to the parity committee at least 30 days in advance.

St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**11.03.** Every employer pays each employee meeting the requirements mentioned in section 11.04, an amount equal to one day's wages for each of the holidays listed in section 11.01, regardless of the day they may fall on.

**11.04.** In order to be entitled to payment of the general holidays listed in section 11.01, every employee shall :

(a) have 3 months' continuous service with his employer ;

(b) have worked during the 2 months immediately preceding the general holiday with pay ;

(c) have worked the working day preceding and following the general holiday with pay unless his absence was due to illness, a personal accident, death in the family (spouse, father, mother, child, brother or sister), a lay-off by the employer due to lack of work or an absence authorized by the employer.

**11.05.** Employers grant their employees the following general holidays unless they fall on a Saturday or a Sunday : 24, 25, 26, 27, 28, 29, 30 and 31 December, 1 and 2 January.

Every employer pays each employee an amount equal to one day's wages for each general holiday, in accordance with the months of continuous service with the employer and according to the following table :

- (a) at least 3 months' continuous service . . . . . 3 holidays ;
- (b) at least 6 months' continuous service . . . . . 4 holidays ;
- (c) at least 9 months' continuous service . . . . . 5 holidays ;
- (d) at least 12 months' continuous service . . . . . all holidays.

**11.06.** In order to be entitled to payment of the above-mentioned general holidays, every employee shall :

- (a) have worked during the 2 months immediately preceding the general holiday with pay ;
- (b) have worked the working day preceding and following the general holiday with pay unless his absence was due to illness, a personal accident, death in the family (spouse, father, mother, child, brother or sister), a lay-off by the employer due to lack of work or if he was absent with leave.

If an employee is absent, for any reason not provided for in paragraph *b*, his employer may deduct from his earnings for these paid general holidays as many days as the employee has been absent during the consecutive working days immediately preceding and following such general holidays.

**11.07.** No employer may compel an employee to work on a general holiday.

**11.08. Payment for work performed on a general holiday :** When an employer has his employee work on any general holiday or any Sunday, he shall pay, in addition to the payment for the general holidays mentioned above :

- (a) twice the actual earnings when the employee is remunerated on an hourly basis ;
- (b) in addition to his present earnings, the average hourly earnings established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the general holiday, when the employee is remunerated on a piece-work basis.

**11.09.** An employee who has voluntarily worked less than an average of 5 hours per day during the 3 months preceding a general holiday, is paid according to his average hourly earnings established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the holiday, multiplied by the average hours worked during the period immediately preceding the said general holiday.

**11.10.** (1) In Zone I, payment for general holidays is equal to 7 ½ times the average hourly earnings of each employee established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the general holiday.

(2) In Zone II, payment for general holidays is equal to 8 times the average hourly earnings of each employee established according to paragraph *e* of section 6.01 for the 3-month period immediately preceding the general holiday.

**11.11. Payment of holidays :** Holidays are paid for in the pay period of their occurrence. Except for the general holidays listed in section 11.05, in the event that any of the foregoing paid holidays should fall on a Saturday or on a Sunday, the eligible employees receive an extra day's pay in the week following the said holiday. Should any of the said holidays occur during an employee's vacation period, such holiday is paid for in the week following the vacation.

## **12.00. Outside work**

**12.01.** Whenever wholesalers, jobbers, retailers, contractors, manufacturers or other persons give work to outside shops, inside contractors or otherwise, such wholesalers, jobbers, retailers, contractors, manufacturers or other persons are jointly and severally responsible with the persons to whom such work is given for wages and working conditions as fixed by this Decree.

**12.02.** On or before the 10<sup>th</sup> day of each month, any person mentioned in section 12.01 who gives or receives work must file with the parity committee's office a report of said work given or received during the preceding month. Such persons shall ask the parity committee for the forms required to prepare and submit the said report. In the event that in any month, no work has been given or received by these persons, they must refer however a report of contract work given or received on which they shall inscribe the word "nil".

## **13.00. Home work**

**13.01.** No one shall give work to be performed at home on garments coming under the jurisdiction of this Decree, nor shall anyone, whether as an artisan or as an employee, carry out, at home, work covered by this Decree.

**14.00. Individual contracts**

**14.01.** No employer shall make any individual contract in violation of section 13 of the Act respecting collective agreement decrees (R.S.Q., c. D-2), with any employee falling within the scope of the Decree, nor exact nor accept any cash deposit or any other securities from any such employee.

**15.00. Contracting system**

**15.01.** No contracting or subcontracting shall be permitted inside any shop, except where a general contract is given for all the work, in which case the manufacturer shall be jointly and severally responsible with the contractor for compliance with all the terms and conditions of this Decree.

**16.00. Punch clock**

**16.01.** Every employer shall maintain a time clock in his factory on which all employees record their working hours.

**17.00. Employee's record card**

**17.01.** All employers must furnish the parity committee with an employee record card for each employee governed by this Decree on standard prescribed forms provided by the parity committee upon request from the employer giving thereon the experience and other information concerning the said employee, as required by the Act, the whole to be certified by the signature of both employer and employee. These record cards delivered for each employee must be filed with the office of the said parity committee not later than 5 days following the date of hiring of the said employee.

**18.00. Piece-work records**

**18.01.** In case of piece-work, the employer shall at all times maintain records showing the piece-work rates and the number of pieces worked.

**18.02.** The records and documents establishing the piece-work rates and the number of pieces worked shall be maintained by the employer and kept on his premises at all times for a period of at least 12 months. Such records and documents shall always be available for inspection by the administrator of the parity committee or by his duly authorized representatives at his shop.

**19.00. Payment of wages**

**19.01.** Wages are paid weekly on Thursday. Should pay day fall on a holiday, the employees are paid on the previous working day.

**19.02.** The following particulars are listed on each pay envelope or earnings statement :

- (a) employee's given and family names ;
- (b) payment date and work periods corresponding thereto ;
- (c) number of standard hours and overtime hours ;
- (d) additional amounts ;
- (e) amount of gross earnings ;
- (f) type and amount of deductions made ;
- (g) net earnings ;
- (h) take-home pay.

**20.00. Maternity leave**

**20.01.** Any employer grants all female employees the maternity leave provided for in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

**21.00. Term of the Decree**

**21.01.** This Decree remains in force until 31 December 1981. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any contracting party during November of 1981 or of any subsequent year.

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O.C. 1204-64, (1964) 96 O.G., 3476  
O.C. 1974-64, (1964) 96 O.G., 5471  
O.C. 522(A)-65, (1965) 97 O.G., 1978  
O.C. 1728(A)-65, (1965) 97 O.G., 4925  
O.C. 1112-66, (1966) 98 O.G., 4004  
O.C. 156-67, (1967) 99 O.G., 1020  
O.C. 1514-67, (1967) 99 O.G., 3674  
O.C. 347-68, (1968) 100 O.G., 1311  
O.C. 315-69, (1969) 101 O.G., 1108  
O.C. 1591-69, (1969) 101 O.G., 3313  
O.C. 1869-71, (1971) 103 O.G., 4422  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 570-73, (1973) 105 O.G. II, 425  
O.C. 855-73, (1973) 105 O.G. II, 873 and 2337  
O.C. 1844-73, (1973) 105 O.G. II, 2361  
O.C. 2579-73, (1973) 105 O.G. II, 4235  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 1671-74, (1974) 106 O.G. II, 2277  
O.C. 2753-74, (1974) 106 O.G. II, 3755 and 4641  
O.C. 1853-75, (1975) 107 O.G. II, 2093 and 3593  
O.C. 1859-76, (1976) 108 O.G. II, 3497  
O.C. 3639-77, (1977) 109 O.G. II, 5817  
O.C. 2984-79, (1979) 111 G.O., 6487



c. D-2, r.12

## Decree respecting the Hairdressers' Code

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2)

### DIVISION I PROFESSIONAL JURISDICTION

**1.** The professional jurisdiction of this Decree covers any person who performs any of the operations defined in Division II, or has them performed.

However, it only covers beauticians (aestheticians) working in a hairdressing salon in so far as the observance of working hours laid down in the Decree is concerned.

These standard provisions cover all decrees governing hairdressers for men and women and manicurists in Québec.

### DIVISION II DEFINITIONS

**2. Apprentice :** Designates any person who learns to master one or many of the operations covered by the professional jurisdiction of this Decree.

**3. Artisan :** Designates any person who performs alone, in partnership and for his or her own benefit, any work covered by the professional jurisdiction of this Decree.

**4. Men's hairdresser :** Designates any person who carries out one or more of the operations involved in the performance of the following services : haircut, shave, shampoo, facial massage, hair singeing, scalp treatment, waving, dyeing. He or she shall have completed the required apprenticeship and be the holder of a competency certificate issued by the parity committee entrusted with the observance of this Decree. Men's hairdressers are divided into 2 classes as follows :

(1) **Men's hairdresser, Class B :** This Class includes those who have retained at least 60% of their marks when taking their practical examination before the parity committee's board of examiners, in the following areas : haircut, shave, shampoo, massage, hair-singeing.

(2) **Men's hairdresser, Class A :** This Class includes those who are holders of a health (hygiene) certificate and who have retained at least 60% of their marks when taking their practical examination before the parity committee's board of examiners in the following areas : haircut, brushcut, razor cut, shave, shampoo, massage, singeing of hair and scalp treatment.

**5. Ladies' hairdresser :** Designates any person who carries out one or more of the operations involved in the performance of the following services : shampoo, haircut, hairstyling, singeing, braiding, dyeing, bleaching, scalp treatment, waving, permanent-wave (with or without devices, chemical products or any other means), setting up and dismantling permanent waves. He or she shall have completed the required apprenticeship and be the holder of a competency certificate issued by the parity committee entrusted with the observance of this Decree. Ladies' hairdressers are divided into 2 classes as follows :

(1) **Ladies' hairdresser, Class B :** This Class includes those who have retained at least 60% of their marks when taking their practical examination before the parity committee's board of examiners, in the following areas : shampoo, haircut, permanent wave and finger wave.

(2) **Ladies' hairdresser, Class A :** This Class includes those who are holders of a health (hygiene) certificate and who have retained at least 60% of their marks when sitting for their written examination and at least 60% of their marks when taking their practical examination, both examinations being undergone before the parity committee's board of examiners in the following areas : shampoo, haircut, permanent wave, finger wave, scalp treatment and dyeing.

**6. Permanent employee :** Designates any employee who is employed and paid by the week and whose weekly working hours are those herein laid down or are those of a beauty salon, should the latter be less than the hours laid down in this Decree.

**7. Temporary, occasional or substituting employee :** Designates any employee who is employed and paid by the hour, by the day or on a commission basis and who only works part of the daily or weekly working hours laid down in this Decree or part of the standard working hours of a beauty salon, should the latter be less than the hours laid down in this Decree.



**8. Beautician (aesthetician) :** Designates any person who carries out one or more of the operations involved in the performance of the following services : massage, make-up and beauty care.

**9. Manicurist :** Designates any person who performs manicuring operations, has completed the apprenticeship and has retained 60% of the marks in the practical and theoretical examinations passed before the parity committee's board of examiners.

**10. Ladies' haircut :** Designates the operation consisting in cutting, thinning out, tapering and arranging hair in tiers by means of clippers, scissors, razor or any other means.

**11. (1) Men's haircut :** Means a haircut performed by means of clippers or scissors, or both.

(2) **Razor cut :** Means a men's haircut performed by means of scissors while hair tapering is done by means of a razor.

(3) **Brushcut :** Designates a special haircut for men where the hair is made to stand upright on the head, regardless how the sides are cut.

**12. Colour stripping :** Designates the process whereby dye is removed or dissolved from the hair by means of a specific substance or product.

**13. Bleaching :** Designates applying any substance on the hair in order to convert, lighten or remove partially or completely the hair's pigmentation.

**14. Hairdressing school :** Means any institution operating under the jurisdiction of an Act applied by the Ministère de l'Éducation or by the Ministère du Travail, de la Main d'œuvre et de la Sécurité du revenu and where the theory and practice of one or several of the operations covered by the professional jurisdiction of this Decree are taught in accordance with an official programme of studies from the Ministère de l'Éducation.

**15. Permanent wave :** Designates the process whereby the hair is waved or curled so as to imitate a natural wave or curl. This can be achieved by means of one, many or all of the following operations :

(a) winding the hair by strands or curls, with or without the use of cylinders called curlers or any other hand or mechanical instrument or device used for such purpose ;

(b) applying chemical solutions or using heat-producing devices ;

(c) applying on the hair a chemical solution which is non heat-producing ;

(d) using any other operation or method to give the hair a lasting wave or curl ;

(e) taking apart the devices or accessories used in any of the abovementioned operations, in order to finish the permanent wave.

However, the above list is non-restrictive.

**16. Manicure :** Designates the following operations : to cut or correct cuticle, hangnails or nail growth, to remove stains, to shape, polish, enamel, clean, beautify, file, cut or brighten nails with or without the use of cosmetics, tonics, lotions, creams or powders.

**17. Massage :** Designates the following operations : massage, clean, stimulate, manipulate or beautify face, arms, hands and neck.

**18. Finger wave :** Designates the operation consisting of arranging, setting, braiding, curling, styling or waving the hair by means of water, curling-iron, paper or by any other means.

**19. Rinse :** Designates applying a substance on the hair in order to free it from any soapy particle or film left over from shampooing.

**20. Colour rinse or toner :** Designates applying a substance on the hair, without the help of oxidizing or oxygenated solutions, to achieve a temporary colour.

**21. Beauty or hairdressing salon :** Designates a men's hairdressing salon, a women's beauty salon, a manicurist's salon or any other place or establishment used for performing or for having performed, in part or entirely, one or more of the operations covered by the professional jurisdiction mentioned in section 1.

**22. Men's hairdressing salon :** Designates an establishment where a men's hairdresser plies his or her trade.

**23. Ladies' beauty salon :** Designates an establishment where a ladies' hairdresser plies his or her trade.

**24. Manicurist's salon :** Designates any establishment where a manicurist exclusively plies that trade.

**25. Shampoo :** Designates cleaning or washing the hair and scalp by means of water, soap or any other cleaning agent.

**26. Dyeing :** Designates applying any temporary or permanent colouring agent to the hair, including an oxidizing agent or colouring shampoo ; whether the application be made in whole, in part or as a touch-up on the roots after they have grown out.

**27. Scalp treatment :** Designates the removal of dandruff ; the reconditioning of the hair or scalp ; the application of or treatment with oil or other specific substances given by means of manual massage, with or without the use of special devices, solar lamps, ultra-violet lamps, infra-red lamps or vibrators.

### DIVISION III PROVISIONS GOVERNING APPRENTICESHIP AND ELIGIBILITY

**28.** Before being admitted to apprenticeship in one or more of the operations covered by the professional jurisdiction of this Decree, every person shall register with the parity committee and obtain an apprenticeship certificate.

The issue of apprenticeship certificates is solely governed by the conditions of admission stipulated in section 29 and in no way depends on the number of persons to be admitted to apprenticeship.

**29.** To obtain his or her apprenticeship certificate, the candidate shall comply with the following requirements :

(a) be 16 years old ; if already enrolled in a hairdressing school, candidates shall be past the compulsory school age ;

(b) produce a certificate issued by a school board or by the Ministère de l'Éducation stating that he has completed 9 years of schooling or his third year of high school if the school attended was governed by the Regulation respecting the general framework for the organization of kindergarten and of elementary and secondary education (c. C-60, r.1) and that he was eligible for the official examination or a certificate stating that he has reached the equivalent schooling and signed by persons duly authorized by the Ministère de l'Éducation ;

(c) produce a written statement from an employer who is ready to employ the candidate in his beauty salon

or from a hairdressing school ready to admit the candidate to apprenticeship courses ;

(d) produce 2 photographs and a recent copy of the baptismal or birth certificate as well as identification acceptable to the parity committee.

**30.** After checking his or her file, the holder of an apprenticeship certificate issued by a parity committee for men's and ladies' hairdressers may obtain an equivalent certificate from another parity committee enabling him to continue apprenticeship in the territorial jurisdiction of the Decree administered by the latter committee.

**31.** After checking his or her file and should the committee deem it advisable to have him or her take a practical examination, the holder of a competency certificate issued by a parity committee for men's and ladies' hairdressers may obtain an equivalent competency certificate from another parity committee enabling him or her to ply his or her trade in the territorial jurisdiction of the Decree administered by the latter committee.

**32.** The parity committee shall grant an equivalent experience to anyone holding an apprenticeship or competency certificate issued by a government body of another Canadian province, after examining his or her file and having him or her take a practical examination if deemed necessary.

**33.** Any person coming from an area in Québec, which is not subject to a decree, or coming from any other Canadian province, and who can furnish the parity committee with proof that he or she has really plied his or her trade for at least 3 years after having reached 16 years of age, must be admitted to the practical examinations required for the attainment of the competency certificate.

Should such person fail in the examinations, the said person retains his or her right to supplemental examinations and may, in the meantime, pursuant to his or her vested rights, obtain an apprenticeship certificate with time credits proportionate to the results of his or her practical examination.

Should such person have plied his or her trade for less than 3 years after reaching age 16, he or she is entitled to an apprenticeship credit equal to the experience acquired, provided that he or she complies with the requirements for admission to apprenticeship.

**34.** Any person coming from a foreign country, who gives the parity committee proof that he or she has really plied his or her trade and who can prove his or her professional status as hairdresser, apprentice or pupil of a professional hairdressing school either by means of his or her

passport or any other official document, is subject to the following conditions :

(a) if the said person has plied his or her trade for 3 years after reaching age 16, such person shall be admitted to sit for the practical examinations required for the obtainment of the competency certificate. Should such person fail in the examinations, he or she shall retain his or her right to sit for supplemental examinations and may, in the meantime, obtain an apprenticeship certificate with time credits proportionate to the results of his or her practical examination, provided he or she complies with the requirements of admission to apprenticeship ;

(b) if the said person has plied his or her trade for less than 3 years after reaching age 16, he or she is entitled to an apprenticeship credit equal to the experience he or she has acquired, provided such person meets the requirements of admission to apprenticeship.

**35.** If a candidate from outside Québec cannot supply proof that he or she has taken a health course equivalent to that mentioned in section 43, he or she must then take the compulsory health course given in the territorial jurisdiction of the Decree.

**36. Term of apprenticeship :**

(1) The term of apprenticeship is as follows :

- (a) men's hairdresser : 30 months ;
- (b) ladies' hairdresser : 36 months ;
- (c) manicurist : 6 months.

(2) Every employer shall record the initial and final date of the apprentice's employment in the latter's apprenticeship booklet and shall affix his signature thereto.

**37. Place :** Apprenticeship shall be made in a hairdressing school or in a beauty salon under the constant supervision of a Class A competency certificate holder.

**38.** When an apprentice has taken a men's or ladies' hairdresser course in a hairdressing school as defined in this Decree, the parity committee must grant an apprenticeship credit proportionate to the length of studies and the results of examinations taken.

**39.** In a beauty or hairdressing salon, an apprentice's hours of work are those laid down in this Decree for a permanent employee.

**40.** No employer may hire an apprentice as a temporary, occasional or substituting employee.

**41.** An apprentice attending a hairdressing school may work in a beauty or hairdressing salon during the period from 15 to 31 December, during the week before Easter and on Saturdays, provided that the apprentice and qualified worker ratio stipulated in this Decree is maintained.

**42.** Employers shall acquaint the apprentice with all the different operations of his trade as laid down in this Decree and have him or her perform them gradually.

**43. Health certificate :** Every candidate wishing to take the examination for the Class A certificate shall take the 40-hour health and cosmetics course, pass the compulsory examination before the parity committee and obtain the health certificate.

**44.** The health course published by the Ministère de l'Éducation is recognized as the official and compulsory school text in all the territories covered by decrees under the Act respecting collective agreement decrees (R.S.Q., c. D-2).

However, the committee entrusted with the observance of the decree governing men's hairdressers in the Montréal region may give its own health course.

**45.** A candidate must take the health course given by the parity committee or by a hairdressing school. If unable to do so in the zones where such course is not offered, the candidate may take the health correspondence course prepared under the Ministère de l'Éducation's authority, and obtain the pertinent certificate. In every instance however, the health examination shall be taken before the parity committee.

**46.** Tuition fees for the health course shall be set at cost.

**47. Examination of apprentices :** After completing his or her regular apprenticeship period, the apprentice may request the parity committee to be admitted to sit for the examinations required for the obtention of the competency certificate of which he wishes to be the holder. However, such examinations are compulsory within a maximum delay of 6 months.

If the candidate fails in the examinations required for the obtainment of the Class A certificate the results of the said examinations are valid for the obtention of the Class B certificate. Should he or she fail, the said apprentice is eligible for supplemental examinations, in each case, within a maximum delay of 6 months.

**48.** Should the apprentice not go before the parity committee to take the prescribed examination or to re-write an examination within the stipulated time limit, he or she cannot perform any of the work covered by this Decree as long as the parity committee has not handed down a decision in his or her case.

#### **DIVISION IV MISCELLANEOUS**

**49. Competency certificate :** The apprenticeship and competency certificates issued by the parity committee's board of examiners belong to the holder. They shall be kept in the salon where the holder plies his trade and be available when requested by any parity committee inspector.

**50.** No one may advertise a qualification other than that held under this Decree.

**51. Sale or transfer of a beauty or hairdressing salon :** In the event of the sale or transfer of a hairdressing or beauty salon during an employee's annual service period, the buyer or transferee shall assume the obligations of the seller or transferer with regard to the annual vacation with pay to which the employee is entitled under the provisions of this Decree.

**52. Holding a competency certificate in a beauty or hairdressing salon :** A person holding the following compulsory competency certificate shall be in full-time attendance in every beauty or hairdressing salon during the standard working hours :

- (a) men's hairdresser, Class A, in a men's hairdressing salon ;
- (b) ladies' hairdresser, Class A, in a women's beauty salon ;
- (c) manicurist in a manicurist's salon.

The holder of a competency certificate entitling him or her to operate a beauty or hairdressing salon before the effective date of this Decree retains such right and the parity committee shall issue a Class A certificate in his or her favour.

**53. Ownership of many beauty or hairdressing salons :** The owner of more than one beauty or hairdressing salon is subject to the stipulations of this Decree for each of his establishments separately, as though they were owned by different persons.

**54. Payment of employees :** Permanent employees shall receive their full weekly wages even though a week may

contain one or more of the holidays stipulated in this Decree.

**55.** The remuneration owed to the employee shall be paid weekly to him when due and in currency having legal tender. Together with his pay the employee shall be given a pay slip bearing the following information :

- (a) the employee's names and family name ;
- (b) the pay period ;
- (c) his total incomings as recorded ;
- (d) his minimum wage or his basic salary, if the latter is higher than the wage fixed by the Decree ;
- (e) the commission paid to him ;
- (f) a detailed account of the deductions made ;
- (g) the net take-home pay.

**56.** Tips customers give employees shall belong to the employee alone and cannot be considered as part of the due wages or commission.

**57.** Products used for customers in beauty or hairdressing salons shall be paid by the employer. The cost thereof may in no way be deducted from the employee's wages or commission.

**58. Legal time :** When the due authorities have adopted Daylight Saving Time in a municipality, it shall be considered as the legal time for the period proclaimed.

#### **59. Limitation of hours of work :**

- (1) Hours of work herein stipulated shall concur with municipal by-laws.
- (2) Anyone operating a hairdressing salon shall make certain that the interior of the salon may be seen from the outside at all times outside the working hours stipulated in this Decree.

**60.** Before being entitled to ply a trade covered by this Decree or operate a hairdressing salon for the purpose of having performed therein any of the operations governed by the professional jurisdiction of this Decree, any person must file a written declaration with the parity committee stating his or her family name, first names and address, the name under which he or she practises his or her profession or operates the said salon, his or her marital status and inform the said committee of any subsequent change in name or address and, if the said person does not operate the salon alone, the family name, first names and address of his or her partners.

**61.** Any person, partnership or company that owns one or more hairdressing salons must file with the parity committee a copy of the declaration registered at the clerks' office of the Superior Court of the judicial district concerned stating the firm name or the name under which he or she does business, such copy being duly certified by the prothonotary.

**62.** Should they cease plying their trade or should they sell, transfer or definitely close their salon, hairdressing or beauty salon, owners or lessees may also notify the parity committee thereof, within 10 days.

**63. Use of beauty or hairdressing salons :** A same establishment cannot be used simultaneously, alternately or successively as a beauty or hairdressing salon and as a hairdressing school.

**64.** Every beauty or hairdressing salon covered by this Decree shall be operated in a room intended, reserved and equipped for such purpose.

**65. Artisan :** Artisans are subject to all the provisions of this Decree covering employees.

**66. Miscellaneous :** No salesman of equipment accessories or products used in the plying of any of the trades or in the performance of one or more of the operations covered by this Decree, may carry out or have carried out any of the said operations either outside a beauty or hairdressing salon or at a price lower than the minimum prices laid down in this Decree.

**67.** Every person working as a demonstrator, technician, professor or consultant in any of the operations covered by this Decree shall hold a Class A competency certificate issued by the parity committee entrusted with the observance of the Decree or obtain a special authorization for such purpose from the said committee.

**68.** Every employer, professional employer, artisan or employee providing the services mentioned in this Decree, shall request cash payment from customers as soon as the work is finished.

**69.** No professional employer, employer, artisan, employee or person performing one or more operations contemplated in the professional jurisdiction of this Decree shall offer or give his or her services free of charge to customers nor reduce in any way the minimum prices fixed therefor in this Decree.

It is further forbidden to directly or indirectly give, accept or advertise by means of circulars, billboards or any

other means, any bonus, gift, object or benefit for the purpose of attracting or attempting to attract customers.

It is also forbidden to participate or co-operate in any way to advertising done by a third party for the purpose of promising any bonus, gift, object or benefit not provided for in this Decree and entailing or not entailing the granting of free services, services at reduced prices or at the expense of a third party.

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O.C. 1886 (A)-60, (1960) 92 O.G., 4818  
 O.C. 489-66, (1966) 98 O.G., 1973  
 O.C. 831(B)-66, (1966) 98 O.G., 2673  
 O.C. 2275-69, (1969) 101 O.G., 4472  
 O.C. 3363-69, (1969) 101 O.G., 6831



c. D-2, r.13

## Decree respecting hairdressers in the Chicoutimi, Roberval and Lac-Saint-Jean regions

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter enumerated have submitted to the Minister of Labour, Manpower and Income Security a petition for the purpose of rendering obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs pour hommes du Saguenay Inc. ;*

*L'Association patronale des coiffeurs pour dames du Saguenay Inc. ;*

*L'Association patronale des coiffeurs pour hommes du comté de Lac-Saint-Jean ;*

*L'Association patronale des coiffeurs pour dames du comté de Lac-Saint-Jean ;*

*L'Association patronale des coiffeurs pour hommes et pour dames du comté de Roberval ;*

and, on the other part :

*L'Association des employés-coiffeurs du Saguenay – Lac-Saint-Jean ;*

*Le Syndicat des employés-coiffeurs pour hommes et pour dames du comté de Roberval ;*

for the employers and employees of the trades concerned according to the conditions described in the *Québec Official Gazette* of 30 April 1960 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the said request ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 30 April 1960.

### PART I GENERAL PROVISION

#### 0.00. Hairdresser's Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree as Part I, as if it were quoted in its entirety (sections 1 through 69).

### PART II PROVISIONS APPLICABLE TO ALL THOSE GOVERNED

#### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of this Decree includes the administrative region 02 (Saguenay — Lac-Saint-Jean), as defined by the *Décret sur la division administrative du Québec* (c. D-11, r.1).

1.02. The territorial jurisdiction is divided into 2 zones :

(a) Zone I : the electoral districts of Chicoutimi, Dubuc, Jonquière and Lac-Saint-Jean as defined by the Act respecting electoral representation (S.Q., 1979, c. 57 ; after consolidation : R.S.Q., c. R-24.1) ;

(b) Zone II : the electoral district of Roberval as defined by the Act respecting electoral representation.

1.03. Exception : This Decree does not apply to the municipalities of Chibougamau and Chapais included in subregion 01 (Chicoutimi) of region 02 (Saguenay-Lac-Saint-Jean).

#### 2.00. General holidays with pay

2.01. St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**2.02. Zone I :**

(1) Except for the temporary employee, the following days are general holidays with pay : New Year's Day, 2 January, 1 July, Thanksgiving Day, Christmas Day and 26 December.

(2) The permanent employee who works the Monday preceding a general holiday with pay, is entitled to one holiday with pay within the 30 days following the holiday, on a date determined by the employer.

(3) When a general holiday with pay falls on a Sunday or a Monday, the following Tuesday then becomes a general holiday with pay.

(4) Saturdays shall not be considered as eves of holidays.

**2.03. Zone II :**

(1) The following days are general holidays with pay : New Year's Day, 2 January, 1 July, Christmas , 26 December and the Tuesdays following Easter, the Dollard's Day or the Queen's Birthday, Labour Day and Thanksgiving Day.

(2) When a general holiday with pay falls on a Sunday or a Monday, the following Tuesday then becomes a general holiday with pay.

(3) When Christmas falls on a Monday, the following Tuesday and Wednesday are then considered as general holidays with pay.

(4) Ladies' hairdressing salons are open on the Tuesday following the Queen's Birthday or Dollard's Day but this paid general holiday is postponed to the Tuesday or Wednesday of the following week.

(5) Saturday shall not be considered as the eve of a general holiday.

**2.04.** When the celebration of a general holiday with pay is established by Government proclamation to another date than the date established in this Division, the general holiday with pay is then observed on such date.

**3.00. Meal hours**

**3.01.** One hour is granted to employees for the noon meal. One hour is also granted to employees for the evening meal when work ends later than 20 h.

**3.02.** The duration of the regular workweek mentioned in sections 10.01 and 14.01 does not include meal hours.

**4.00. Miscellaneous leaves**

**4.01.** On the occasion of the death of his father, mother, brother, sister, spouse, child, father-in-law or mother-in-law, any permanent employee is entitled to a leave with pay for any working day included in the period extending from the day of the death to the funeral day up to 3 days. The employee may also be absent for one other day on this occasion, but without wages.

**4.02.** An employee may be absent from work for one day, without a loss in his wages, on his wedding day.

**4.03.** An employee may also be absent from work, without wages, on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

**5.00. Sick-leave**

**5.01. Men's hairdressing :** During one year of service, the permanent employee is entitled to ½ day of sick-leave per month.

At the end of the year of service, the permanent employee who did not use his days of sick-leave, is entitled to one of the following 2 options :

(a) either a compensating leave of 5 days, on a date determined by the employer ;

(b) or to the wage corresponding to these 5 days of sick-leave.

**5.02. Ladies' hairdressing :** During one year of service, the permanent employee is entitled to one day of sick-leave per month, up to 6 days.

These days of sick-leave are not cumulative.

**5.03.** For any day of sick-leave, the employer may require a medical certificate from the employee.

**6.00. Annual vacation with pay**

**6.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**6.02.** Any employee who has less than one year of continuous service with the same employer is entitled to an annual vacation with pay of one day per month of continuous service up to 2 weeks. The vacation pay is equal to 4% of the employee's wages during the qualifying period.

**6.03.** Any employee who has one year of continuous service with the same employer is entitled to an annual va-

cation with pay of 2 weeks. The vacation pay is equal to 4% of the employee's wages during the qualifying period.

**6.04.** Any employee who has 7 years of continuous service with the same employer is entitled to an annual vacation with pay of 3 weeks. The vacation pay is equal to 6% of the employee's wages during the qualifying period. The third week of annual vacation with pay is taken between 1 May and 31 October, on a date determined by the employer.

**6.05.** The employer shall notify the employee at least one month in advance of the date of his annual vacation ; the vacation pay is payable to the employee before he leaves on vacation.

**6.06.** The employer is forbidden to replace the annual vacation with pay by a monetary compensation.

**6.07.** When one of the general holidays with pay provided for in Division 2.00 falls during the annual vacation of the employee, the employee is then entitled to one extra day of vacation.

#### **7.00. Advance notice**

**7.01.** Any employee who has a minimum of 3 months of continuous service with the same employer is entitled to a written advance notice before he is dismissed or laid off for a minimum of 6 months. Any employee who has a minimum of 3 months of continuous service with the same employer, shall give a written advance notice to his employer when he quits his employment.

**7.02.** The advance notice provided for in section 7.01 consists of one week if the employee has less than one year of continuous service ; 2 weeks if he has from one year 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.

**7.03.** The employer grants to any employee who quits his employment wages equal to 4% of his gross earnings during the qualifying period.

**7.04.** Any individual who gives an advance notice must transmit a copy to the parity committee.

#### **8.00. Term of the Decree**

**8.01.** The Decree remains in force until 31 March 1982. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Man-

power and Income Security and to any other contracting party during February of 1982 or of any subsequent year.

### **PART III PROVISIONS RESPECTING MEN'S HAIRDRESSERS**

#### **9.00. Minimum wages**

**9.01.** Permanent men's hairdressers in Class A or B receive at least a basic weekly wage equal to the number of hours of their standard workweek, multiplied by the wage provided for in the Regulation respecting labour standards (c. N-1.1, r.3) or according to any further regulation that could amend or replace it, plus 0,25 \$ for each hour worked, plus a variable commission on the weekly receipts of their work exceeding the double of the weekly wage that applies to each portion of 50 \$ on excess receipts as follows :

<i>Excess receipts</i>	<i>Commission</i>
(a) 1 <sup>st</sup> portion of 50 \$	50%
(b) 2 <sup>nd</sup> portion of 50 \$	60%
(c) 3 <sup>rd</sup> portion of 50 \$ and over	70%.

**9.02.** The temporary, supernumerary or substitute men's hairdressers in Class A or B receives, either :

(a) a wage equal to the number of hours worked in his standard workweek, multiplied by the wage provided for in the Regulation respecting labour standards, or according to any further regulation that could amend or replace it, plus 0,25 \$ for each hour worked ;

(b) 50% on the receipts of his work, if this method of payment is more advantageous for the employee.

When he works for 5 days, the temporary, supernumerary or substitute employee receives the wage provided for the permanent employee in Class A or B.

**9.03.** For the hours of the standard workweek, the apprentice receives the following amounts :

(a) 1<sup>st</sup> year of apprenticeship : 90 \$ basic weekly wage, plus a 25% commission on the weekly receipts exceeding the double of his basic wage ;

(b) 2<sup>nd</sup> year of apprenticeship : 100 \$ basic weekly wage, plus a 40% commission on the weekly receipts exceeding the double of his basic wage ;



(c) from the 25<sup>th</sup> month of apprenticeship until he obtains his qualification certificate : 120 \$ basic weekly wage, plus a 45% commission on his weekly receipts exceeding the double of his basic wage.

**9.04. Special wage provision :** Notwithstanding any other provision of this Decree respecting wages, the employer gives the qualified employee at least the weekly wage which would be payable to him under the Regulation respecting labour standards or under any further regulation which could amend or replace it.

#### **10.00. Hours of work**

**10.01.** The employee's standard workweek is 40 hours scheduled over 5 days from Tuesday to Saturday inclusively.

**10.02.** Working hours in hairdressing salons in Zone I are as follows :

(a) in the town of Jonquière and in the town of la Baie :

- i. Tuesday, Wednesday and Thursday : from 8 h to 17 h 30 ;
- ii. Friday : from 8 h to 21 h ;
- iii. Saturday : from 8 h to 12 h ;

(b) in the municipality of Saint-Fulgence :

- i. Tuesday and Wednesday : from 8 h to 17 h 30 ;
- ii. Thursday : from 8 h to 21 h ;
- iii. Friday : from 8 h to 21 h ;
- iv. Saturday : from 8 h to 17 h ;

(c) in the other municipalities of Zone I, except for the territory covered by paragraphs *a* and *b* :

- i. Tuesday, Wednesday and Thursday : from 8 h to 17 h 30 ;
- ii. Friday : from 8 h to 21 h ;
- iii. Saturday : from 8 h to 17 h.

**10.03.** Working hours in hairdressing salons in Zone II are as follows :

(a) in the municipalities of Saint-Félicien, Albanel and La Doré :

- i. Tuesday, Wednesday and Thursday : from 8 h 30 to 17 h 30 ;
- ii. Friday : from 8 h 30 to 21 h ;
- iii. Saturday : from 8 h 30 to 13 h ;

(b) in the other municipalities of Zone II, except for the territory covered by paragraph *a* :

- i. Tuesday, Wednesday and Thursday : from 8 h 30 to 17 h 30 ;
- ii. Friday : from 8 h 30 to 21 h ;
- iii. Saturday : from 8 h 30 to 12 h.

#### **10.04. Exceptions :**

(1) When 23 and 30 June fall on a Tuesday, Wednesday, Thursday or Friday, working hours in hairdressing salons are from 8 h to 21 h ; when they fall on a Monday or a Saturday, working hours in hairdressing salons are from 8 h to 17 h 30.

(2) When 24 and 31 December fall on a day other than a Sunday, working hours in hairdressing salons are from 8 h to 17 h 30.

(3) The 3 working days preceding 24 December, working hours in hairdressing salons are from 8 h to 21 h.

(4) From 15 June to 15 September, working hours in hairdressing salons are from 8 h to 12 h.

**10.05. Special provision respecting working hours in hairdressing salons :** Notwithstanding any other provision of the Decree, opening hours in hairdressing salons are subject to the Act respecting commercial establishments business hours (R.S.Q., c. H-2).

**10.06.** For work after closing time in a hairdressing salon, one hour is granted to complete work on customers already in the salon before closing time.

Outside of the working hours mentioned in sections 10.02, 10.03 and 10.04, no curtain or panel shall be placed to block the view from the outside.

#### **11.00. Minimum prices for services**

**11.01.** The professional employers, employers, artisans and employees demand from the public at least the following prices for the services mentioned below :

- (a) ordinary haircut : . . . . . 4,75 \$
- (b) styled cut : shampoo and set : . . . . . 8,25
- (c) shampoo and set : . . . . . 5,00
- (d) dyeing with shampoo set : . . . . . 14,50
- (e) modeling : . . . . . 30,00.

**11.02.** The minimum prices listed in section 11.01 also apply when the work is performed on a wig or hair-piece.

**12.00. Ratio of apprentices**

**12.01.** In a hairdressing salon, there may be one apprentice for each qualified employee. There shall not however be more than 2 apprentices in the same salon.

**PART IV  
PROVISIONS RESPECTING LADIES'  
HAIRDRESSERS**

**13.00. Minimum wages**

**13.01.** The permanent ladies' hairdresser in Class A or B receives at least a basic weekly wage equal to the number of hours of his standard workweek multiplied by the wage provided for in the Regulation respecting labour standards, or according to any further regulation that could amend or replace it, plus a variable commission on the weekly receipts of his work exceeding the double of his basic weekly wage that applies to each portion of 50 \$ in excess receipts as follows :

<i>Excess receipts</i>	<i>Commission</i>
(a) 1 <sup>st</sup> portion of 50 \$	25%
(b) 2 <sup>nd</sup> portion of 50	30%
(c) 3 <sup>rd</sup> portion of 50	35%
(d) 4 <sup>th</sup> portion of 50	40%
(e) 5 <sup>th</sup> portion of 50	45%
(f) 6 <sup>th</sup> portion of 50	50%.

**13.02.** The temporary, supernumerary or substitute ladies' hairdresser in Class A or B receives either :

(a) a wage equal to the number of hours worked during a standard workweek, multiplied by the wage provided for in the Regulation respecting labour standards or to any further regulation that could amend or replace it ;

(b) or 50% on the receipts of his work, if this method of payment is more advantageous for the employee.

When he works during 5 days, the temporary, supernumerary or substitute ladies' hairdresser receives the wage provided for the permanent hairdressers in Class A or B.

**13.03.** (1) Notwithstanding any other provision of this Decree, the apprentice's weekly wage is equal or superior to the hourly rate established below, multiplied by the number of hours worked in his standard workweek :

- (a) 1<sup>st</sup> year of apprenticeship : . . . . . 2,00 \$
- (b) 2<sup>nd</sup> year of apprenticeship : . . . . . 2,50
- (c) 3<sup>rd</sup> year of apprenticeship : . . . . . 3,00.

(2) Any hour of work performed over 40 hours is paid at the following hourly rate :

- (a) 1<sup>st</sup> year of apprenticeship : . . . . . 3,00 \$
- (b) 2<sup>nd</sup> year of apprenticeship : . . . . . 3,75
- (c) 3<sup>re</sup> year of apprenticeship : . . . . . 4,50.

**13.04. Special provision respecting wages :** Notwithstanding any other provision of the Decree respecting wages, the employer gives to the qualified employee at least the weekly wage that would be payable to him under the Regulation respecting labour standards, or under any further regulation that could amend or replace it.

**14.00. Working hours**

**14.01.** The employee's standard workweek is 40 hours scheduled over 5 days, from Tuesday to Saturday inclusively.

**14.02.** Working hours in hairdressing salons in Zone I are as follows :

- (a) Monday : a day off, except for the Mondays included in the Christmas week and the New Year's week : from 8 h 30 to 17 h 30 ;
- (b) Tuesday, Wednesday and Thursday : from 8 h 30 to 17 h 30 ;
- (c) Friday : from 8 h to 21 h ;
- (d) the 2 working days preceding Christmas eve and New Year's Day eve : from 8 h to 21 h ;
- (e) Saturday : from 8 h to 17 h ;
- (f) Christmas eve and New Year's eve : from 8 h to 17 h 30.

**14.03.** Working hours in hairdressing salons in Zone II are as follows :

- (a) Monday : a day off, except for the Mondays included in the Christmas week and the New Year's week : from 8 h 30 to 17 h 30 ;
- (b) Tuesday, Wednesday and Thursday : from 8 h 30 to 17 h 30 ;

- (c) Friday : from 8 h to 21 h ;
- (d) Saturday : from 7 h to 12 h ;
- (e) Christmas eve, New Year's eve and Easter eve : from 6 h to 17 h 30 ;
- (f) the 2 working days preceding Christmas eve and New Year's eve : from 8 h to 21 h.

#### **14.04. Exceptions :**

(1) When Christmas Day and New Year's Day fall on a Monday, opening hours in hairdressing salons on Saturdays 23 and 30 December, are the same as those of the Saturday of the preceding week.

(2) From 15 June to 15 September, working hours in hairdressing salons, on Saturdays, are from 8 h to 12 h.

**14.05. Special provision respecting working hours :** Notwithstanding any other provision of the Decree, opening hours in hairdressing salons are subject to the Act respecting commercial establishments business hours.

**14.06.** For work after closing time, 1½ hour is granted to complete work on customers already in the salon before closing time.

**14.07.** No work subject to the professional jurisdiction may be performed before the working hours mentioned in sections 14.02, 14.03, 14.04 and 14.05.

#### **15.00. Minimum prices for services**

**15.01.** Professional employers, employers, artisans and employees demand from the public at least the following prices for the services mentioned below :

- (a) haircut : . . . . . 5,00 \$
- (b) shampoo : . . . . . 2,00
- (c) set with hand dryer and curling iron : . . 6,00
- (d) dyeing : . . . . . 12,00
- (e) bleaching : . . . . . 12,00
- (f) set, upswept styles : . . . . . 7,00
- (g) set, on rollers : . . . . . 5,50
- (h) streaks : . . . . . 30,00

- (i) permanent wave (modeling) with or without cut, shampoo and set : . . . . . 30,00.

**15.02.** The minimum prices mentioned in section 15.01 also apply when the work is performed on a wig or hairpiece.

#### **16.00. Ratio of apprentices**

**16.01.** In a hairdressing salon, there may be one apprentice for each qualified employee. There shall not be more than 4 apprentices in a same salon.

Moreover, the qualified hairdresser who operates his salon alone may have 2 apprentices in his service.

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O.C. 977-60, (1960) 92 O.G., 2760  
 O.C. 963(A)-63, (1963) 95 O.G., 2959  
 O.C. 766(B)-64, (1964) 96 O.G., 2351  
 O.C. 2275 (B)-65, (1965) 97 O.G., 6170  
 O.C. 770 (A)-66, (1966) 98 O.G., 2547  
 O.C. 1909-67, (1967) 99 O.G., 4659  
 O.C. 1757-69, (1969) 101 O.G., 3655  
 O.C. 2472-70, (1970) 102 O.G., 3794 and 4648  
 O.C. 1870-71, (1971) 103 O.G., 4435  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 3227-73, (1973) 105 O.G.II, 5407  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 1985-74, (1974) 106 O.G.II, 2957  
 O.C. 3109-75, (1975) 107 O.G.II, 4481  
 O.C. 4498-77, (1978) 110 G.O., 135  
 O.C. 2541-79, (1979) 111 G.O., 2853  
 O.C. 2104-81, (1981) 113 G.O.II, 2812 and 3645  
 O.C. 2929-81, (1981) 113 G.O.II, 4925



c. D-2, r.14

## Decree respecting hairdressers in the Drummond, Richelieu and Shefford regions

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to an Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des barbiers et coiffeurs du comté de Richelieu ;*

*L'Association patronale des barbiers et coiffeurs du comté de Shefford Inc. ;*

*L'Association patronale des barbiers, coiffeurs et coiffeuses du comté de Drummond Inc. ;*

and, on the other part :

*Le Syndicat des employés barbiers et coiffeurs du comté de Richelieu Inc. ;*

*Le Syndicat des employés barbiers et coiffeurs du comté de Shefford Inc. ;*

*Le Syndicat des employés barbiers et coiffeurs du comté de Drummond Inc. ;*

for the employers and employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 11 November 1961 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been raised against the said petition ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 11 November 1961.

### PART I GENERAL PROVISION

#### 0.00. Hairdresser's Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree as Part I, as if it were quoted in its entirety (sections 1 through 69).

### PART II PROVISIONS APPLICABLE TO ALL THOSE GOVERNED

#### 1.00. Territorial jurisdiction

1.01. The electoral districts of Drummond, Shefford and Richelieu, as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4), are included in the territorial jurisdiction of this Decree.

1.02. For the purpose of enforcing Parts III and IV, the territorial jurisdiction is divided as follows :

- (a) **Zone I** : the electoral district of Drummond ;
- (b) **Zone II** : the electoral district of Shefford.

#### 2.00. Working hours

2.01. The standard workweek is 40 hours for permanent employees Class A and B, and apprentices.

2.02. **Meal hours** : The employee is entitled to one hour without pay for the noon meal and, when work ends after 19 h, to one hour without pay for the evening meal. Meal hours are not included when calculating the standard workweek.

2.03. The employee is entitled to have his noon meal period between 11 h and 13 h and his evening meal between 17 h and 19 h.

### **3.00. General holidays**

**3.01.** St. John the Baptist's Day is a general holiday with pay pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**3.02.** Except for a men's hairdresser in Zone I, the following days are general holidays with pay : New Year's Day, 2 January, a Tuesday in January on a date determined by the employer after consultation with the employee, Easter Tuesday, 1 July, the day after Labour Day and Thanksgiving Day, Christmas Day and 26 December.

**3.03.** For a men's hairdresser in Zone I, the following days are general holidays : New Year's Day, 2 January, a Tuesday in January on a date determined by the employer after consultation with the employee, Easter Monday, 1 July, the day after Labour Day and Thanksgiving Day, Christmas Day and 26 December.

**3.04.** When a holiday falls on a Monday, the celebration is postponed to the following day.

**3.05.** When 1 July falls on a Sunday, the celebration is postponed to the following Tuesday.

**3.06.** On the occasion of one of the general holidays with pay provided for in section 3.02, the employee shall have no decrease in his basic weekly wage.

### **4.00. Sick leave**

**4.01.** The employee is entitled to one sick day without a decrease in his basic weekly wage for each year of continuous service in the same salon, up to 3 days per year. These sick days are not cumulative and they are not paid if they are not taken.

### **5.00. Paid annual vacation**

**5.01.** The qualifying period for the annual vacation extends from 1 June of the preceding year to 31 May of the current year.

**5.02.** The employee who, on 1 June, has less than one year of continuous service with the same employer or in the same salon, receives a continuous annual vacation equal to one standard workday for each month of service. This vacation is not to exceed 2 weeks.

**5.03.** The employee who, on 1 June, has one year of continuous service with the same employer or in the same salon, receives a continuous annual vacation of at least 2 weeks.

**5.04.** The annual vacation pay is 4% of the employee's wages earned during the qualifying period and is payable before the employee leaves on vacation.

**5.05.** The employee in Zone I, Part IV, who has completed 5 years of continuous service with the same employer or in the same salon, receives 3 weeks of annual vacation of which 2 of these weeks are continuous.

The vacation pay is equal to 6% of the employee's earnings during the qualifying period and is payable before the employee leaves on vacation.

The third week is granted at a time that does not follow the 2 continuous weeks, at a time other than between 8 and 31 December and the week preceding Easter.

The employee notifies his employer at least 4 weeks before the date on which he wishes to take this third week of vacation.

**5.06.** Upon cancellation of his work contract, the employee receives any annual vacation pay owing for vacation leave not taken and accumulated before the preceding 1 June, and in addition, he shall receive the vacation pay owing for the period since this date.

**5.07.** The annual vacation period extends from 1 June to 31 August. The employer advises the employee of the date of his vacation at least 4 weeks prior to this date. With the written consent of both the employer and the employee, the annual vacation may be taken at another time and it may be divided into 2 periods.

**5.08.** The employer shall not replace paid annual vacations by a compensating payment.

### **6.00. Overtime hours**

**6.01.** Hairdressing salons may give services to the bride and groom and their parents on the wedding day outside of regular salon hours, on condition that prior notice has been given to the parity committee.

### **7.00. Miscellaneous provisions**

**7.01.** **Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer grants to the qualified employee at least the minimum

weekly wage that would be payable to him according to the Regulation respecting labour standards (c. N-1.1, r.3), or according to any further regulation that could amend or replace it.

**7.02. Regulation rate :** This expression means the minimum rate applicable to an employee of 18 years of age and over during the hours of the standard workweek according to the Regulation respecting labour standards, or according to any further regulation that could amend or replace it.

**7.03. Miscellaneous leaves :**

(a) **death :** an employee may be absent from work for one day, without a loss in his wages, on the occasion of the death or funeral of his child, the person with whom he is married or lives maritally within the meaning of paragraph *b* of subsection 3 of section 1 of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), of his father, mother, brother or sister. He may also be absent for 3 additional days on such occasion, but without wages ;

(b) **wedding :** an employee may be absent from work for one day, without a loss in his wages, on his wedding day. He may also be absent, without wages, on the wedding of one of his children ;

(c) **adoption or birth :** an employee may be absent from work, for 2 days, without wages, on the occasion of the birth or adoption of a child.

**PART III  
PROVISIONS APPLYING TO MEN'S  
HAIRDRESSERS IN THE ELECTORAL  
DISTRICTS OF DRUMMOND AND SHEFFORD**

**8.00. Opening hours**

**8.01.** No work is done in a men's hairdressing salon at the following times :

(a) Sunday, Monday, or on one of the general holidays mentioned in Division 3.00 ;

(b) outside of the following regular schedule :

- i. Tuesday, Wednesday and Thursday from 8 h 30 to 18 h ;
- ii. Friday from 8 h 30 to 21 h ;
- iii. Saturday from 8 h to 17 h except for Zone I where opening hours are from 8 h to 13 h.

**8.02.** The Mondays preceding Christmas and New Year's Day are working days when Christmas falls on a Tuesday, Wednesday or Thursday.

**8.03.** When 24 and 31 December fall on a day other than Sunday, opening hours for salons are from 8 h to 17 h.

**8.04.** When 23 and 30 December fall on a working Monday, a Tuesday, Wednesday or Thursday, opening hours in salons are from 8 h 30 to 21 h.

**8.05.** During the period from 17 to 22 December, when Monday, Tuesday, Wednesday or Thursday are working days, salon hours are from 8 h 30 to 20 h.

**9.00. Wages**

**9.01.** For the hours of the standard workweek, the regular Class A employee receives at least 70% of his work receipts for this period.

**9.02.** For the hours of the standard workweek, the regular Class B employee receives at least 65% of his work receipts for this period.

**9.03.** For overtime hours, the regular employee Class A or B receives at least the following remuneration :

- (a) **Zone I :** the Regulation rate ;
- (b) **Zone II :** 70% of his work receipts.

**9.04.** (1) **Zone I :** The temporary, supernumerary and substitute employee receives at least 65% of the total receipts of his work.

(2) **Zone II :** The temporary, supernumerary and substitute employee receives at least 50% of the total receipts of his work.

**9.05.** The apprentice receives at least the following weekly wage :

(a) **Zone I :**

- i. 1<sup>st</sup> year of apprenticeship : 50% of his work receipts during the week ;
- ii. 2<sup>nd</sup> year of apprenticeship : 55% of his work receipts during the week ;
- iii. 3<sup>rd</sup> year of apprenticeship : 60% of his work receipts during the week ;

**(b) Zone II :**

- i. 1<sup>st</sup> year of apprenticeship : 60 \$ basic wage, plus 10% of his weekly work receipts exceeding 80 \$ ;
- ii. 2<sup>nd</sup> year of apprenticeship : 68,80 \$ basic wage, plus 30% of his weekly work receipts exceeding 90 \$ ;
- iii. 3<sup>rd</sup> year of apprenticeship : 75,40 \$ basic wage, plus 45% of his weekly work receipts exceeding 100 \$ .

**10.00. Minimum prices for services**

**10.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following prices for the services mentioned below :

**(a) Zone I :**

- i. ordinary haircut, adults . . . . . 4,75 \$
- ii. ordinary haircut, children under 16 years . . . . . 3,00
- iii. razor cut, including shampoo and set . . . 8,00
- iv. shampoo and set . . . . . 5,50
- v. dye, all included . . . . . 16,00 ;

**(b) Zone II :**

- i. regular haircut, adults . . . . . 4,25 \$
- ii. regular haircut, children . . . . . 2,75
- iii. haircut including shampoo and set . . . . 7,75
- iv. shampoo and set . . . . . 5,50
- v. dyeing or colour rinse, including shampoo and set . . . . . 15,50.

**11.00. Prorata of apprentices**

**11.01.** In men's hairdressing salons, the apprentice ratio is as follows : 1 apprentice for every qualified men's hairdresser, but never more than 5 apprentices in any one salon.

**PART IV****PROVISIONS APPLYING TO LADIES' HAIRDRESSERS IN THE ELECTORAL DISTRICTS OF DRUMMOND AND SHEFFORD****12.00. Opening hours**

**12.01.** No work is done in a ladies' hairdressing salon at the following times :

(a) Sunday, Monday, or on one of the general holidays mention in Division 3.00 ;

(b) outside the following standard schedule :

- i. Tuesday and Wednesday : from 9 h to 19 h ;
- ii. Thursday and Friday : from 9 h to 22 h ;
- iii. Saturday from 8 h to 17 h, except for Zone I where opening hours are 8 h to 13 h.

**12.02.** Mondays preceding Christmas and New Year's Day are working days when Christmas falls on a Tuesday, Wednesday or Thursday.

**12.03.** During the period from 17 to 31 December, when Monday, Tuesday and Wednesday are working days, salon hours are from 9 h to 22 h.

**12.04.** For the last working day preceding Christmas and New Year's Day, salon hours are from 7 h to 19 h.

**13.00. Wages**

**13.01.** (1) **Zone I :** The regular employee receives the Regulation rate increased as follows :

- (a) Class A : 0,50 \$ ;
- (b) Class B : 0,25.

(2) **Zone II :** For the standard workweek, the regular Class A employee receives at least 3,50 \$ for each hour worked and the regular Class B employee receives at least the Regulation rate.

**13.02.** (1) **Zone I :** For overtime hours, the regular employee receives the effective wage rate, paid at time and a half.

(2) **Zone II :** For overtime hours, the regular employee receives the Regulation rate, paid at time and a half.

**13.03.** (1) **Zone I :** The temporary, supernumerary or substitute employee receives the regulation rate, increased by 0,50 \$.

(2) **Zone II :** The temporary, supernumerary or substitute employee receives at least 3,50 \$ for each hour worked.

**13.04.** For the standard workweek, the apprentice receives at least the following weekly wage :

(a) **Zone I :**

i. 1 <sup>st</sup> year of apprenticeship :	70 \$
ii. 2 <sup>nd</sup> year of apprenticeship :	90
iii. 3 <sup>rd</sup> year of apprenticeship :	100 ;

(b) **Zone II :**

i. 1 <sup>st</sup> year of apprenticeship :	70 \$
ii. 2 <sup>nd</sup> year of apprenticeship :	80
iii. 3 <sup>rd</sup> year of apprenticeship :	90.

**13.05.** For each overtime hour, the apprentice receives at least the following rates :

(a) **Zone I :**

i. 1 <sup>st</sup> year of apprenticeship :	2,65 \$
ii. 2 <sup>nd</sup> year of apprenticeship :	3,40
iii. 3 <sup>rd</sup> year of apprenticeship :	3,75 ;

(b) **Zone II :**

i. 1 <sup>st</sup> year of apprenticeship :	2,63 \$
ii. 2 <sup>nd</sup> year of apprenticeship :	3,00
iii. 3 <sup>rd</sup> year of apprenticeship :	3,38.

**14.00. Minimum prices for services**

**14.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following prices for the services mentioned below :

(a) **Zone I :**

i. set on rollers, short hair . . . . .	5 \$
ii. set on rollers, long hair . . . . .	6
iii. set with hand dryer . . . . .	6
iv. dye or bleach, including shampoo . . . . .	8

v. cold wave all included . . . . .	15
vi. hot wave all included . . . . .	15 ;

(b) **Zone II :**

i. shampoo . . . . .	1,50 \$
ii. haircut . . . . .	3,75
iii. set . . . . .	5,00
iv. permanent wave . . . . .	13,75
v. dyeing . . . . .	10,00
vi. bleaching . . . . .	10,25.

**15.00. Prorata of apprentices**

**15.01.** In ladies hairdressing salons, the maximum ratio of apprentice hairdressers to regular qualified hairdressers shall not exceed the following :

Regular qualified dressers	In all zones Apprentices
1	2
2	4
3	6
4	7
5	8
6	10
7	11
8	12
9	13
10 or more	15.

The number of apprentice manicurists does not affect the ratio of apprentice hairdressers to qualified hairdressers.

**16.00. Term**

**16.01.** The Decree, as regards Part III and Part IV (Hairdressing in the Drummond and Shefford regions), remains in force until 31 December 1981. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party, during November of 1981 or of any subsequent year.



**PART V**  
**PROVISIONS APPLYING TO MEN'S**  
**HAIRDRESSERS IN THE ELECTORAL DISTRICT**  
**OF RICHELIEU**

**17.00. Working hours**

**17.01.** No customer is admitted to a men's hairdressing salon :

(a) Sunday, Monday or on one of the general holidays mentioned in Division 3.00 ;

(b) outside of the following regular schedule :

- i. Tuesday, Wednesday and Thursday : from 9 h to 18 h ;
- ii. Friday : from 9 h to 21 h ;
- iii. Saturday : from 8 h to 17 h.

No work shall be performed after closing time.

**17.02.** The Mondays before Christmas and New Years' Day are working days when Christmas falls on a Tuesday, Wednesday or Thursday.

**17.03.** When 23 and 30 December fall on a working Monday, a Tuesday, Wednesday or Thursday, salon working hours are from 8 h 30 to 21 h.

**17.04.** When 24 and 31 December fall on a day other than a Sunday, working hours for salons are from 8 h to 17 h.

**17.05.** During the period from 17 December to 22 December, salon working hours on a working Monday, a Tuesday, Wednesday or Thursday are from 8 h 30 to 20 h.

**18.00. Wages**

**18.01.** For any standard workweek, the basic wage for a permanent employee in Class A shall not be inferior to 108 \$.

**18.02.** For any standard workweek, the basic wage for a permanent employee in Class B shall not be inferior to 104 \$.

**18.03.** The temporary, supernumerary or substitute employee in classes A and B receives at least the following wage for each hour of work :

- (a) Class A : 2,70 \$ ;
- (b) Class B : 2,60.

**18.04.** The apprentice receives at least the following weekly wage :

- (a) 1<sup>st</sup> year of apprenticeship : 75 \$
- (b) 2<sup>nd</sup> year of apprenticeship : 85
- (c) 3<sup>rd</sup> year of apprenticeship : 95.

**19.00. Minimum prices for services**

**19.01.** The professional employers, employers, artisans and employees shall demand from the public prices equal or higher to the following prices for the services mentioned below :

- (a) ordinary haircut, adults . . . . . 4,25 \$
- (b) ordinary haircut for children under 16 years of age . . . . . 2,75
- (c) razor cut including shampoo and set . . . 7,75
- (d) set including shampoo . . . . . 5,50
- (e) dye including shampoo and set . . . . . 15,50.

The minimum prices mentioned in the first paragraph also apply to work performed on a wig or hairpiece.

**20.00. Prorata of apprentices**

**20.01.** In a men's hairdressing salon, the apprentice ratio is as follows : 1 apprentice for every qualified men's hairdresser, but never more than 5 apprentices in any one salon.

**PART VI**  
**PROVISIONS APPLYING TO LADIES'**  
**HAIRDRESSERS IN THE ELECTORAL DISTRICT**  
**OF RICHELIEU**

**21.00. Working hours**

**21.01.** No customer is admitted to a ladies' hairdressing salon :

(a) Sunday, Monday or one of the paid general holidays mentioned in Division 3.00 ;

(b) outside of the following regular schedule :

- i. Tuesday and Wednesday : from 9 h to 19 h ;
- ii. Thursday and Friday : from 9 h to 22 h ;

iii. Saturday : from 8 h to 18 h, and during July and August, from 8 h to 16 h.

**21.02.** However, work may be completed on a customer who entered the salon before closing hours, provided the work shall not take more than half an hour. Moreover, the salon shall be closed to the public after the hours determined in section 21.01.

**21.03.** The Monday preceding Christmas and New Year's Day are working days when Christmas falls on a Tuesday, Wednesday or Thursday.

**21.04.** During the period from 17 December to 31 December, salon working hours on working Mondays, Tuesdays and Wednesdays are from 9 h to 22 h.

**21.05.** During the last working day before Christmas and during the last working day before New Year's Day, salon working hours are from 7 h to 19 h.

## **22.00. Wages**

**22.01.** For any standard workweek, the basic weekly wage for the permanent employee in Class A shall not be inferior to 108 \$.

**22.02.** For any standard workweek, the basic weekly wage for the permanent employee in Class B shall not be inferior to 104 \$.

**22.03.** For each overtime hour worked, the permanent employee in Class A shall not receive less than 4,10 \$.

**22.04.** For each overtime hour worked, the permanent employee in Class B shall not receive less than 3,90 \$.

**22.05.** The temporary employee, supernumerary, or substitute receives at least 2,80 \$ for each hour worked.

**22.06.** For the standard weekly hours, the apprentice receives at least the following weekly wage :

(a) 1 <sup>st</sup> year of apprenticeship :	75 \$
(b) 2 <sup>nd</sup> year of apprenticeship :	85
(c) 3 <sup>rd</sup> year of apprenticeship :	95.

**22.07.** For each overtime working hour, the apprentice shall receive at least the following rates :

(a) 1 <sup>st</sup> year of apprenticeship :	1,90 \$
(b) 2 <sup>nd</sup> year of apprenticeship :	2,20
(c) 3 <sup>rd</sup> year of apprenticeship :	2,50.

## **23.00. Minimum prices for services**

**23.01.** Professional employers, employers, artisans and employees shall demand from the public prices equal or higher to the following prices for the services mentioned below :

(a) haircut . . . . .	3,75 \$
(b) permanent wave all included . . . . .	13,75
(c) dye . . . . .	9,00
(d) bleach . . . . .	9,00
(e) set . . . . .	6,00
(f) streaks . . . . .	20,00
(g) ordinary shampoo . . . . .	1,50.

The minimum prices mentioned in the first paragraph also apply to work performed on a wig or hairpiece.

## **24.00. Prorata of apprentices**

**24.01.** In ladies hairdressing salons, the maximum ratio apprentice hairdressers to regular qualified hairdressers shall not exceed the following :

Regular qualified hairdressers	In all zones Apprentices
1	2
2	4
3	6
4	7
5	8
6	10
7	11
8	12
9	13
10 or more	15

The number of apprentice manicurists does not affect the ratio of apprentice hairdressers to qualified hairdressers.

## **25.00. Term**

**25.01.** Concerning the electoral district of Richelieu, the Decree remains in force until 31 December 1975. It is

then renewed automatically from year to year thereafter unless one of the contracting parties is opposed and gives written notice to the Minister of Labour, Manpower and Income Security and to any contracting party during November 1975 or November of any subsequent year.

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O.C. 2468-61, (1962) 94 O.G., 318  
O.C. 1058 (A)-63, (1963) 95 O.G., 3267  
O.C. 1246 (B)-64, (1964) 96 O.G., 3591  
O.C. 1522-66, (1966) 98 O.G., 5019  
O.C. 2062-70, (1970) 102 O.G., 3169  
O.C. 2602-70, (1970) 102 O.G., 4019  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 3227-73, (1973) 105 O.G. II, 5407  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 1986-74, (1974) 106 O.G. II, 2959 and 3507  
O.C. 994-75, (1975) 107 O.G. II, 1451  
O.C. 4715-75, (1975) 107 O.G. II, 5589  
O.C. 5173-75, (1975) 107 O.G. II, 6033  
O.C. 1558-77, (1977) 109 O.G. II, 2395  
O.C. 2841-78, (1978) 110 G.O., 4025  
O.C. 842-79, (1979) 111 G.O., 2657  
O.C. 1665-79, (1979) 111 G.O., 4033  
O.C. 2752-79, (1979) 111 G.O., 6059  
O.C. 705-80, (1980) 112 G.O. II, 1363  
O.C. 1807-80, (1980) 112 G.O. II, 2543  
O.C. 2675-81, (1981) 113 G.O. II, 3182



c. D-2, r.15

## Decree respecting hairdressers in the Hull region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties listed below have petitioned the Minister of Labour, Manpower and Income Security to make binding the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs pour hommes de la région de Hull ;*

*L'Association patronale des coiffeurs pour dames de la région de Hull ;*

and, on the other part :

*Le Syndicat des employés coiffeurs pour hommes de la région de Hull ;*

*Le Syndicat des employés coiffeurs pour dames de la région de Hull ;*

for the employers, artisans and employees of the trades concerned, according to the conditions set forth in the *Québec Official Gazette* of 29 June 1968 ;

WHEREAS the said agreement has gained preponderant significance and importance for establishing employment conditions for the trades concerned and in the territorial jurisdiction outlined in the petition ;

WHEREAS the Act concerning the publication of notices has been duly observed ;

WHEREAS, in compliance with the Act, the objections brought forth have been duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions replacing those set forth in the *Québec Official Gazette* of 29 June 1968.

## PART I GENERAL PROVISION

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12), is incorporated in this Decree, as Part I as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISIONS GOVERNING ALL TRADES

### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of this Decree includes the electoral districts of Hull, Gatineau, Papineau and Pontiac as determined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

1.02. For the purposes of the Decree, the territorial jurisdiction is divided into 2 zones as follows :

(a) **Zone I** : the electoral districts of Gatineau, Hull and Papineau ;

(b) **Zone II** : the electoral district of Pontiac.

### 2.00. Working hours

2.01. Standard working hours are 35 hours scheduled between the opening and closing hours stipulated in Parts III and IV.

2.02. **Meal periods** : The employee may request one hour without pay for the noon meal and one hour without pay for the evening meal when working hours end after 20 h, or later. Time given for meals is not calculated for purposes of the standard workweek.

### 3.00. Paid general holidays

3.01. Except for the temporary employee, the following days are paid general holidays when they fall on a day included in the standard workweek : New Year's Day, 2 January, 24 June, 1 July, Christmas and 26 December.

In the electoral district of Pontiac, Good Friday is added to the list of paid general holidays mentioned to in the first paragraph.

**3.02.** When a general holiday is carried over to another date by a federal or provincial proclamation, the holiday is held on the date so stipulated for its observance.

**3.03.** When a paid general holiday falls during the annual vacation of an employee, he shall receive an additional day of vacation at the end of his vacation period.

**3.04.** Except for 24 June, when a general holiday with pay falls on a Monday, the following day becomes a holiday with pay.

**3.05.** For all employees, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

#### **4.00. Annual vacation**

**4.01. Qualifying period :** The qualifying period extends from 1 May to 30 April of each year.

**4.02.** The employee who on 1 May has one year of continuous service with the same employer or in the same salon receives 2 weeks of continuous annual vacation.

**4.03.** The employee who on 1 May has less than one year of service with the same employer or in the same salon receives a continuous annual vacation equal to one day of vacation for each month of service, such vacation not to exceed 2 weeks.

**4.04. Annual vacation pay :** The annual vacation pay is 4% of the employee's total wages earned during the qualifying period. Such pay is given to the employee before leaving on vacation.

**4.05. Compensation pay :** Upon termination of his labour contract, the employee receives any vacation pay acquired before the previous 1 May if not taken, plus any vacation pay owing to him since that date.

**4.06. Vacation period :** The annual vacation is granted in the period included between 1 May and 30 October and the employer shall notify the employee at least 16 days prior to the date set for the beginning of his vacation. Another period of the year may be chosen for vacations

upon written agreement between the employer and employee.

**4.07. Compulsory vacation :** The employer shall not replace the annual vacation with a monetary compensation.

#### **5.00. Miscellaneous provisions**

**5.01.** No employer may oblige an employee to rent a chair, equipment or floor space in a hairdressing salon.

**5.02.** A ladies' hairdressing salon and a men's hairdressing salon may not be operated in the same room.

**5.03. Work after closing hours :** Work begun on a customer before the closing hour may be continued after the said hour provided such work does not take up more than one hour following the closing time.

**5.04. Notice :** Any employee who has 3 weeks of continuous service receives a 7-day notice before being dismissed for incompetence or due to a reduction in staff.

Any employee who has 3 weeks of continuous service shall give a 7-day notice when he leaves his employment.

**5.05. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the qualified employee receives at least the minimum weekly remuneration to which the employee 18 years of age or over is entitled according to the Regulation respecting labour standards (c.N-1.1, r.3) or to any other further regulation which could amend or replace it.

#### **6.00. Term of the Decree**

**6.01.** This Decree remains in force until 30 November 1981. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during October of 1981 or of any subsequent year.

### **PART III SPECIAL PROVISIONS RESPECTING MEN'S HAIRDRESSERS**

#### **7.00. Opening hours**

**7.01.** No customer may enter a hairdressing salon in the following cases :

(a) Sunday, Monday or on one of the holidays mentioned in section 3.01 ;

(b) outside of the following schedule :

i. Tuesday, Wednesday, Thursday and Friday : from 8 h 30 to 18 h ;

ii. Saturday : from 8 h to 16 h.

**7.02.** In Zone II only, on 21, 22 and 23 December, working hours are from 8 h to 21 h. On 24 December, working hours are from 8 h to 18 h.

**7.03.** In Zones I and II, Monday of Christmas week is a working day and opening hours are those mentioned for Tuesday.

### **8.00. Wages**

**8.01.** Employees receive at least the following remuneration :

(1) For standard weekly hours, the permanent employee A or B receives a basic weekly wage equal to the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, increased by 0,25 \$, multiplied by the number of hours worked, plus a 50% commission on his weekly work receipts exceeding twice his basic weekly wage, subject to section 5.05.

(2) The temporary, supernumerary or substitute employee shall receive a basic wage equal to the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, increased by 0,25 \$, multiplied by the number of hours worked, plus a 50% commission on his work receipts exceeding twice his basic wage, subject to section 5.05.

(3) For standard weekly hours, the apprentice shall receive the following remuneration :

(a) apprentice, 1<sup>st</sup> year : 2,35 \$ per hour plus a 10% commission on his weekly work receipts exceeding twice his basic weekly wage ;

(b) apprentice, 2<sup>nd</sup> year : 2,65 \$ per hour plus a 20% commission on his weekly work receipts exceeding twice his basic weekly wage ;

(c) apprentice, 3<sup>rd</sup> year : 2,95 \$ per hour plus a 30% commission on his weekly work receipts exceeding twice his basic weekly wage.

**8.02.** The permanent employee who does not work a complete week receives the following remuneration : a basic wage equal to the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, increased by 0,25 \$, multiplied by the number of hours worked plus a 50% commission on his work receipts exceeding twice his basic wage, subject to section 5.05.

**8.03.** The permanent employee is entitled to a paid ½-day of sick leave per month and such ½-days are not cumulative.

### **9.00. Minimum prices for services**

**9.01.** Professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below :

	<i>Zone I</i>	<i>Zone II</i>
(a) regular haircut for adults	4,25 \$	3,50 \$
(b) regular haircut for children (16 years and under) . . . . .	2,75	2,75
(c) razor cut, including shampoo and set . . . . .	7,75	7,75
(d) dye treatment or colour rinse, including shampoo and set . . . . .	15,50	15,50.

### **10.00. Ratio of apprentices**

**10.01.** There may be 1 apprentice in every men's hairdressing salon. If there are at least 3 qualified regular hairdressers, there may be a maximum of 2 apprentices.

## **PART IV SPECIAL PROVISIONS RESPECTING LADIES' HAIRDRESSERS**

### **11.00. Working hours**

**11.01.** No customer may enter a hairdressing salon in the following cases :

(a) on Sunday, Monday, or one of the holidays provided for in section 3.01 ;

(b) outside of the following schedule :

i. Tuesday, Wednesday and Thursday : 9 h to 18 h ;

- ii. Friday : 9 h to 21 h ;
- iii. Saturday : 8 h to 16 h ;
- iv. Saturday : July and August : 9 h to 13 h.

**11.02. Homework :** Ladies' hairdressers operating a salon and their employees are alone authorized to ply their trade in a home during the working hours stipulated in this Decree.

**11.03.** Services may be rendered in a salon on a holiday in the following cases :

- (a) on the occasion of a wedding : to the bride and to the bride and groom's mother and sisters ;
- (b) on the occasion of a death : to the spouse, mother, sisters and children of the deceased.

## **12.00. Wages**

**12.01.** For the purposes of this Division, the expression "Regulation rate" means the rate stipulated for standard weekly hours for an employee 18 years of age or more, in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

**12.02.** For standard weekly hours, the permanent employee A or B receives at least :

(a) a basic weekly wage equal to the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, increased by 0,25 \$, multiplied by the number of hours worked ;

(b) a variable commission on his weekly work receipts exceeding twice his basic weekly wage, which applies to each portion of excess receipts as follows :

<i>Receipts</i>	<i>Commission on excess receipts</i>
i. up to 300 \$	25%
ii. from 300 \$ to 400 \$	30%
iii. from 400 \$ to 500 \$	40%
iv. exceeding 500 \$	50%.

**12.03.** The temporary employee, supernumerary or substitute receives a minimum wage equal to 40% of his work receipts. His wage shall not be inferior to the Regulation rate increased by 0,25 \$ and multiplied by the number of hours worked.

**12.04.** For standard weekly hours, the apprentice receives a basic weekly wage not less than the hourly rate mentioned below multiplied by the number of hours in the standard workweek :

(a) 1 <sup>st</sup> year of apprenticeship :	2,20 \$
(b) 2 <sup>nd</sup> year of apprenticeship :	2,60
(c) 3 <sup>rd</sup> year of apprenticeship :	2,95.

**12.05.** The second and third year's apprentice who is expressly assigned to a customer receives, in addition to his basic weekly wage, a commission on the receipts of his work according to the table established in paragraph *b* of section 12.02, provided that no commission is payable to another employee for services rendered to the said customer.

**12.06.** For each hour worked, the manicurist receives at least the Regulation rate increased by 0,25 \$.

## **13.00. Sick leave**

**13.01.** The apprentice is entitled to a ½-day of sick leave per month and such ½-days are not cumulative.

**13.02.** The permanent employee A or B is entitled to one day of sick leave per month and such days are not cumulative.

## **14.00. Minimum prices for services**

**14.01.** Professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below :

	<i>Zone I</i>	<i>Zone II</i>
(a) permanent wave, all inclusive . . . . .	13,75 \$	13,75 \$
(b) haicut . . . . .	3,75	3,75
(c) set . . . . .	6,00	5,00
(d) dye treatment . . . . .	11,00	10,00
(e) bleaching . . . . .	10,25	10,25
(f) scalp treatment . . . . .	3,25	3,25
(g) setting with curling iron and dryer . . . . .	5,50	5,50.

**15.00. Ratio of apprentices**

**15.01.** There may be one apprentice in every ladies' hairdressing salon ; moreover, there may be one apprentice for each qualified ladies' hairdresser.

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O.C. 3652-68, (1968) 100 O.G., 6487  
O.C. 2060-70, (1970) 102 O.G., 3165  
O.C. 1277-71, (1971) 103 O.G., 2989  
O.C. 1809-72, (1972) 104 O.G., 5321  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 3227-73, (1973) 105 O.G. II, 5407  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 2521-75, (1975) 107 O.G. II, 3447  
O.C. 1183-79, (1979) 111 G.O., 3105





c. D-2, r.16

## Decree respecting hairdressers in the Joliette region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory by the collective labour agreement entered into between :

on the one part :

*L'Association des barbiers et coiffeurs de Joliette ;*

and, on the other part :

*L'Association des employés de la coiffure, section Joliette ;*

for the employers and the employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 28 December 1957 ;

WHEREAS the said agreement has acquired a preponderant significance and importance in the establishing of working conditions in the trades concerned within the territorial jurisdiction mentioned in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the said petition ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 28 December 1957.

## PART I GENERAL PROVISION

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r. 12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISION APPLYING TO ALL TRADES CONCERNED

### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of the Decree includes the former electoral districts of Joliette, Berthier, Montcalm and l'Assomption as determined in the Territorial Division Act before its amendments of 21 December, 1972 (S.Q., 1972, c. 4).

### 2.00. Working hours

2.01. The standard workweek is 36 hours, scheduled from Tuesday to Saturday inclusively.

2.02. The standard workday for ladies' hairdressers is scheduled as follows :

- (a) Tuesday : from 9 h to 17 h ;
- (b) Wednesday : from 9 h to 17 h ;
- (c) Thursday : from 9 h to 17 h ;
- (d) Friday : from 8 h to 20 h ;
- (e) Saturday : from 8 h to 14 h.

2.03. The standard workday for men's hairdressers shall not exceed 8 hours.

2.04. The employee may demand up to one hour off without wage to take his noon meal and one hour off without wage to take his evening meal. Hours granted for meal periods do not count as standard daily or weekly hours.

2.05. The full-time employee shall be paid at time and a half for the hours worked over and above the hours of the standard workweek.

**2.06.** The part-time employee shall be paid at time and half for the hours worked over and above the hours of the standard workday.

**2.07.** No employer shall have a temporary employee in Class A and in Class B work more than 25 hours per week. Moreover, the only other provisions of the Decree which apply to temporary employees are the following sections 1.01, 2.01, 2.02, 2.03, 2.04, 2.05, 3.05, 4.01, 4.02, 4.03, 4.04, 4.05, 4.06, 4.07, 4.08, 6.01, 6.02, 8.02, 9.01, 11.02 and 12.01.

### **3.00. General holidays with pay**

**3.01.** The following days are general holidays with pay : New Year's Day, 2 January, St. John the Baptist's Day, 1 July, Christmas Day, 26 December, Easter Monday, Labour Day and Thanksgiving Day.

**3.02.** When a holiday other than Christmas or New Year's Day falls on a Sunday or a Monday, it is postponed to the following Tuesday, which is considered as a general holiday with pay.

**3.03.** When Christmas and New Year's Day fall on a Sunday, the following Wednesdays are thereby considered as general holidays with pay.

**3.04.** The holiday pay is equal to the employee's wage for one standard day.

**3.05.** Between St. John the Baptist's Day and Labour Day, hairdressing salons are closed at 13 h on Saturdays, except in the cities of Charlemagne, Saint-Paul-l'Ermite, Saint-Gabriel-de-Brandon and Repentigny.

### **4.00. Annual vacation**

**4.01.** The qualifying period extends from 1 January of the previous year to 31 December of the current year.

**4.02.** The employee who, on 1 January, has less than one year of continuous service with the same employer or in the same shop receives a continuous annual vacation equal to one day per month of service for a duration of not more than 2 weeks.

This employee may also ask for additional unpaid days to complete any vacation week.

**4.03.** Any employee who, on 1 January, has one year of continuous service with the same employer or in the same shop is entitled to a continuous annual vacation of a minimum of 2 weeks.

**4.04.** The vacation pay for the first 2 years of continuous service is 4% of the employee's wages earned during the qualifying period.

**4.05.** The employee who, on 1 January has 2, 3, 4 or 5 years of continuous service with the same employer or in the same salon is entitled respectively to 2, 3, 4 or 5 additional days of annual vacation.

**4.06.** The pay for additional vacation mentioned in section 4.05 is as follows :

(a) for 2 days of vacation, 2/5 of 2% of the wages earned by the employee during the qualifying period ;

(b) for 3 days of vacation, 3/5 of 2% of the wages earned by the employee during the qualifying period ;

(c) for 4 days of vacation, 4/5 of 2% of the wages earned by the employee during the qualifying period ;

(d) for 5 days of vacation, 2% of the wages earned by the employee during the qualifying period.

**4.07.** The annual vacation is granted on the dates agreed upon by the employer and the employee at least 16 days in advance. For this purpose, the employer shall notify his employee at least 16 days before the dates of his annual vacation.

**4.08.** The annual vacation pay is given to the employee at the beginning of his vacation.

### **5.00. Bereavement leave**

**5.01.** In the event of the death of his spouse, child, father, mother, brother or sister, the employee is entitled to a leave extending from the day of death to the funeral day. The employee shall not suffer any loss in wage for any working day included in this period up to 3 days.

**5.02.** In the event of the death of his father-in-law or mother-in-law, the employee is entitled to one working day's leave without loss of wages.

**5.03.** Upon the employer's request, the employee shall produce a written statement attesting to the death in question.

**5.04. Sick leave :** The employee who, on 1 January, has one year's continuous service with the same employer or in the same salon, is entitled to 3 day's sick leave with pay per year. On 31 December, he is entitled to receive an indemnity equal to 3/5 of his basic weekly wage for each

day's sick leave not used during the year ending on that day.

### **6.00. Special provision**

**6.01.** Notwithstanding any other provisions of this Decree, the qualified employee shall not receive less than the wage provided for in the Regulation respecting labour standards (c. N-1.1, r. 3) or in any other further regulation which could amend or replace it.

## **PART III PROVISIONS APPLYING TO MEN'S HAIRDRESSERS**

### **7.00. Working hours**

**7.01.** (1) Working hours in men's hairdressing salons are the following :

- (a) Tuesday : from 9 h to 18 h ;
- (b) Wednesday : from 9 h to 18 h ;
- (c) Thursday : from 9 h to 18 h ;
- (d) Friday : from 9 h to 20 h ;
- (e) Saturday : from 9 h to 16 h.

(2) For Repentigny, Saint-Paul-l'Ermite and Charlemagne, working hours on Saturdays are the following : from 8 h to 16 h.

**7.02.** Except if they fall on a Sunday, 24 and 31 December are working days and salon working hours are 7 h to 18 h.

**7.03.** Any work shall be finished at the latest one hour after closing time, provided that the customer was present in the salon before that time.

### **8.00. Wages**

**8.01.** The wage for permanent men's hairdressers in Classes A and B is established at an hourly rate and shall not be lower than 3,47 \$.

Moreover, permanent men's hairdressers in Classes A and B receive a minimum commission on the receipts of their work exceeding 150 \$ per week. This commission is equal to 25% of the receipts between 150 \$ and 250 \$ per week and to 30% of the receipts exceeding 250 \$ per week.

**8.02.** The wage for apprenticed men's hairdressers is established at an hourly rate and shall not be lower than :

- (a) 1<sup>st</sup> year of apprenticeship : 2,87 \$
- (b) 2<sup>nd</sup> year of apprenticeship : 3,00
- (c) 3<sup>rd</sup> year of apprenticeship : 3,15.

The wage for supernumerary men's hairdressers in Class A and in Class B is established at an hourly rate and shall not be lower than 3,27 \$.

### **9.00. Minimum prices for services**

**9.01.** The professional employers, artisans and employees shall not demand from the public prices inferior to the following prices for the services mentioned below :

- (a) ordinary haircut, adults : 3,75 \$
- (b) razor cut, including shampoo and set : 7,00
- (c) hair dyeing or colour rinse, including shampoo and set : 12,00
- (d) shampoo including set : 5,00
- (e) haircut, children (16 years and under) : 2,50.

## **PART IV PROVISIONS APPLYING TO LADIES' HAIRDRESSERS**

### **10.00. Working hours**

**10.01.** (1) Working hours in ladies' hairdressing salons are the following :

- (a) Tuesday : from 9 h to 17 h ;
- (b) Wednesday : from 9 h to 17 h ;
- (c) Thursday : from 9 h to 17 h ;
- (d) Friday : from 8 h to 20 h ;
- (e) Saturday : from 8 h to 14 h.

(2) For Repentigny, Saint-Paul-l'Ermite, Charlemagne and Saint-Gabriel-de-Brandon, working hours on Saturdays are the following : from 8 h to 16 h.

**10.02.** Except if they fall on a Sunday, 24 and 31 December are working days and salon working hours are 7 h to 18 h.

**10.03.** Any work shall be finished at the latest one hour after closing time, provided that the customer was present in the salon before that time.

**11.00. Wages**

**11.01.** The wages for permanent ladies' hairdressers in Class A and in Class B are established at an hourly rate and shall not be lower than 3,27 \$.

Moreover, permanent ladies' hairdressers in Class A and in Class B receive a minimum commission on the receipts of their work exceeding 114 \$ per week. This commission is equal to 10% of the receipts between 114 \$ and 300 \$ per week and to 40% of the receipts exceeding 300 \$ per week.

**11.02.** The wage for an apprenticed ladies' hairdresser is established at an hourly rate and shall not be lower than :

- (a) 1<sup>st</sup> year of apprenticeship : 2,00 \$
- (b) 2<sup>nd</sup> year of apprenticeship : 2,25
- (c) 3<sup>rd</sup> year of apprenticeship : 2,50.

The wage for a supernumerary ladies' hairdresser in Class A and in Class B is established at an hourly rate and shall not be lower than 3,27 \$.

**12.00. Minimum prices for service**

**12.01.** Professional employers, artisans and employees shall not demand from the public prices inferior to the following prices for the services mentioned below :

- (a) permanent wage ..... 12,00 \$
- (b) hair-cut ..... 3,00
- (c) setting ..... 5,50
- (d) dyeing ..... 10,00
- (e) dyeing touch-up and colour shampoo ... 8,00
- (f) bleaching ..... 9,25
- (g) scalp treatment ..... 3,00
- (h) setting with dryer and curling iron .... 6,50.

**13.00. Accessories**

**13.01.** Accessories such as curling irons and hand dryers are supplied by the employer.

**14.00. Term of the Decree (all parts)**

**14.01.** This Decree remains in force until 30 April 1978.

**14.02.** It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party, during March of 1979, or of any subsequent year.

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O.C. 343-58, (1958) 90 O.G., 1575  
 O.C. 71(C)-59, (1959) 91 O.G., 644  
 O.C. 520(B)-59, (1959) 91 O.G., 2369  
 O.C. 262-60, (1960) 92 O.G., 1103  
 O.C. 18(B)-61, (1961) 93 O.G., 147  
 O.C. 848(B)-62, (1962) 94 O.G., 2885  
 O.C. 384(B)-63, (1963) 95 O.G., 1470  
 O.C. 1627(F)-63, (1963) 95 O.G., 4570  
 O.C. 2270(C)-63, (1963) 95 O.G., 6058  
 O.C. 154(C)-64, (1964) 96 O.G., 726  
 O.C. 1019(D)-64 (1964) 96 O.G., 2952  
 O.C. 2363-64, (1964) 96 O.G., 6511  
 O.C. 468(A)-65, (1965) 97 O.G., 1837  
 O.C. 358(A)-66, (1966) 98 O.G., 1586  
 O.C. 1792-66, (1966) 98 O.G., 5441  
 O.C. 514-68, (1968) 100 O.G., 2067  
 O.C. 1981-70, (1970) 102 O.G., 2642  
 O.C. 1983-71, (1971) 103 O.G., 4601  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 3227-73, (1973) 105 O.G. II, 5407  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1801-74, (1974) 106 O.G. II, 2875  
 O.C. 4716-75, (1975) 107 O.G. II, 5595  
 O.C. 1199-78, (1978) 110 G.O., 1485



c. D-2, r.17

## Decree respecting hairdressers in the Laurentides region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2) the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs des Laurentides ;*

and, on the other part :

*L'Association des employés coiffeurs des Laurentides ;*

for the employers and the employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 29 December 1951 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objection set forth has been considered as required by the Act ;

IT IS ORDERED, therefore upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 29 December 1951.

## PART I GENERAL PROVISION

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISIONS APPLYING TO ALL THOSE GOVERNED

### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of the Decree includes the former electoral districts of Argenteuil, Deux-Montagnes, Terrebonne, Labelle, Laval and Fabre, as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

### 2.00. Working hours

2.01. Any employee is entitled to one hour without pay for the noon meal or for the evening meal when work ends after 19 h.

Meal hours are not included when calculating the standard workweek.

2.02. No work shall be done in a hairdressing salon outside of opening hours except for clients who were already in the salon before its closing. However, the maximum duration of this work shall not exceed 1½ hours.

The hours worked for these clients are not considered as overtime hours.

2.03. Work is also permitted outside of working hours for hairdressing salons in the following cases :

- (a) wedding (bride and groom only) ;
- (b) death ;
- (c) illness or handicap.

### 3.00. Paid general holidays

3.01. The following days are paid general holidays : New Year's Day, 2 January, St. John the Baptist's Day, 1 July, Labour Day, Christmas Day and 26 December.

**3.02.** The employee does not receive a decrease in his basic weekly wage for a holiday under this Part.

**3.03.** When the celebration of a holiday is postponed to another date by the federal, provincial or municipal authorities, it shall be celebrated on the said date.

#### **4.00. Sick leave**

**4.01.** Any employee who has completed one year of continuous service with the same employer or in the same salon is entitled to 2 sick days with pay per year ; these days are not cumulative. However, if these 2 days are not taken during the year, the employer shall, on 31 December, pay the employee 2/5 of his basic weekly wage.

#### **5.00. Paid annual vacation**

**5.01. Qualifying period :** The qualifying period for the annual vacation extends from 1 May of the previous year to 30 April of the current year.

**5.02.** The employee who, on 1 May has less than one year of continuous service with the same employer or in the same salon, is entitled to a continuous annual vacation equal to one day per month of service. This vacation shall not exceed 2 weeks.

The annual vacation pay is 4% of the employee's wages earned during the qualifying period.

**5.03.** The employee who, on 1 May has one year of continuous service with the same employer or in the same salon is entitled to a continuous annual vacation of a minimum of 2 weeks.

The annual vacation pay is 4% of the employee's wages earned during the qualifying period.

**5.04.** The employee who has 5 years of continuous service with the same employer or in the same salon is entitled to a continuous annual vacation of a minimum of 3 weeks.

The annual vacation pay is 6% of the employee's wages earned during the qualifying period.

**5.05.** The annual vacation pay is paid to the employee at the beginning of his vacation.

**5.06.** The annual vacation which exceeds one week may be separated at the employee's request.

**5.07.** The annual vacation period extends from 1 May of the current year to 30 April of the following year.

**5.08.** Upon cancellation of his work contract, the employee receives any annual vacation pay owing for vacation leave not taken and accumulated before the preceding 1 May, and in addition, he shall receive the vacation pay owing for the period since this date.

**5.09.** The employer is forbidden to replace the annual paid vacation by compensation.

#### **6.00. Special provisions respecting wages**

**6.01.** Notwithstanding any other provisions of the Decree, the employer pays the qualified employee at least a minimum weekly wage that would be payable to him according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

### **PART III PROVISIONS APPLYING TO MEN'S HAIRDRESSERS**

#### **7.00. Working hours**

**7.01.** No client is admitted to a men's hairdressing salon :

(a) Sundays, Mondays or on a paid general holiday as mentioned in section 3.01 ;

(b) outside of the following regular schedule :

i. Tuesdays, Wednesdays and Thursdays : from 9 h to 17 h 30 and for the city of Laval : from 9 h to 18 h ;

ii. Fridays : from 9 h to 20 h 30 and for the city of Laval : from 9 h to 20 h ;

iii. Saturdays : from 8 h to 16 h and for the city of Laval : from 8 h to 17 h.

**7.02.** Working hours may be modified in the following cases :

(a) from 9 h to 18 h on the preceding Monday, if New Year's Day is a Tuesday ;

(b) from 9 h to 21 h on the working days included between 19 and 23 December ;

(c) from 9 h to 18 h on the Monday preceding Christmas Day if this holiday falls on a Wednesday, Thursday, Friday or Saturday ;

(d) from 8 h to 18 h on 24 December, if it is a working day.

### 8.00. Working hours

**8.01.** The standard workweek for permanent employees in Classes A or B and for apprentices is 41 hours.

**8.02.** The employer shall not require his employees to work more than 7 hours on Saturday.

### 9.00. Wages

**9.01.** For the standard workweek, the regular employee in Class A receives at least the following weekly wage : 138 \$ basic wage, plus a 60% commission on his weekly work receipts exceeding 200 \$.

**9.02.** For any standard workweek, the regular employee in Class B receives at least the following weekly wage : 138 \$ basic wage, plus 60% commission on his weekly work receipts exceeding 205 \$.

**9.03.** The temporary employee, supernumerary or substitute in Classes A and B shall receive a minimum of 2,50 \$ per hour.

However, for any reason, the minimum wage paid to this employee is not inferior to 70% of the gross receipts of his work.

**9.04.** For each overtime working hour, the permanent employee in Classes A or B shall not receive less than 3,30 \$ per hour.

**9.05.** The apprentice receives at least the following weekly wage :

(a) 1<sup>st</sup> year of apprenticeship : 52 \$ basic wage plus 25% of the weekly receipts of his work exceeding 75 \$ ;

(b) 2<sup>nd</sup> year of apprenticeship : 60 \$ basic wage plus 25% of the weekly receipts of his work exceeding 90 \$ ;

(c) 3<sup>rd</sup> year of apprenticeship : 68 \$ basic wage plus 35% of the weekly receipts of his work exceeding 100 \$.

**9.06.** Any employer is forbidden to decrease the employee's wage if he receives more than the minimum rates mentioned in this Division.

### 10.00. Minimum prices for services

**10.01.** Professional employers, employers, artisans and employees shall not require from the public less than the following prices for the services listed below :

- (a) ordinary haircut . . . . . 4,25 \$
- (b) ordinary haircut for children  
(16 years and less) . . . . . 2,75
- (c) cut, shampoo and set . . . . . 7,75
- (d) shampoo and set . . . . . 5,50
- (e) dye, including shampoo and set . . . . . 15,50.

### 11.00. Ratio of apprentices

**11.01.** In every men's hairdressing salon, the number of apprentices shall never exceed the following limits :

<i>Qualified hairdressers, Class A</i>	<i>Apprentices</i>
1	1
2	1
3	2
4	2
5	2
6 or more	3.

**11.02. Numbers of men's hairdresser, Class B :** In a men's hairdressing salon there shall be no more than one men's hairdresser Class B and the employer may hire the latter instead of an apprentice.

## PART IV PROVISIONS APPLYING TO LADIES' HAIRDRESSERS

### 12.00. Working hours

**12.01.** No customer is admitted to a ladies' hairdressing salon :

- (a) Sunday, Monday or one of the general holidays mentioned in section 3.01 ;
- (b) outside the following standard schedule :
  - i. Tuesday, Wednesday, Thursday : from 9 h to 17 h 45 ;
  - ii. Friday : from 8 h to 20 h ;
  - iii. Saturday : from 7 h 30 to 16 h 30.

**12.02.** Opening hours may be modified in the following cases :

- (a) from 8 h to 21 h on the working days included between 19 and 23 December ;

(b) from 9 h to 17 h 45 on the Mondays preceding Christmas Day and New Year's Day if these holidays fall on a Wednesday, Thursday, Friday or Saturday ;

(c) from 6 h 30 to 18 h on 24 and 31 December if they are working days or if they fall on Monday.

### 13.00. Working hours

**13.01.** The standard workweek for permanent employees in Classes A or B and for apprentices is 40 hours.

### 14.00. Wages

**14.01.** For the standard workweek, the regular employee in Class A receives at least 140 \$ basic wage, plus a 25% commission on the receipts of his work exceeding 200 \$.

**14.02.** The regular employee in Class B shall receive the same wage as the employee in Class A : 140 \$ basic wage, plus a 25% commission on the receipt of his work exceeding 200 \$.

**14.03.** The minimum wage for the temporary, supernumerary or substitute employee is 4 \$ per hour.

**14.04.** For standard weekly working hours, the apprentice receives at least the following wage :

- (a) 1<sup>st</sup> year apprenticeship . . . . . 2,15 \$
- (b) 2<sup>nd</sup> year apprenticeship . . . . . 2,40
- (c) 3<sup>rd</sup> year apprenticeship . . . . . 3,00.

**14.05.** For each overtime working hour, the apprentice shall not receive less than the following rates :

- (a) 1<sup>st</sup> year of apprenticeship : 1,88 \$ per hour ;
- (b) 2<sup>nd</sup> year of apprenticeship : 2,18 \$ per hour ;
- (c) 3<sup>rd</sup> year of apprenticeship : 2,40 \$ per hour.

### 15.00. Minimum prices for services

**15.01.** Professional employers, employers, artisans and employees shall not require from the public less than the following prices for the services listed below :

- (a) haircut . . . . . 3,75 \$
- (b) permanent wave, all included . . . . . 13,75
- (c) set . . . . . 6,00
- (d) dye . . . . . 11,00

- (e) bleaching . . . . . 10,25
- (f) set with hairdryer . . . . . 5,50.

### 16.00. Ratio of apprentices

**16.01.** In each ladies' hairdressing salon, the number of apprentices and ladies' hairdressers Class B shall never exceed the following limits :

Qualified hairdressers		
Class A	Class B	Apprentices
1	1	2
2	1	3
2	2	4
3	2	5
4 or more	3	6.

In any ladies' hairdressing salon, the number of apprentice shall never exceed 6 and that of Class B ladies' hairdressers shall never exceed 3.

### 17.00. Term of Decree (for all parts)

**17.01.** This Decree remains in force until 31 December 1974. It renews itself automatically from year to year thereafter, unless one of the contracting parties gives a written notice of the contrary to the Minister of Labour, Manpower and Income Security and to the other contracting parties during the month of November 1974, or November of any subsequent year.

O.C. 140-52, (1952) 84 O.G., 602  
 O.C. 805(B)-52, (1952) 84 O.G., 1931  
 O.C. 1378(B)-53, (1953) 86 O.G., 28  
 O.C. 100(C)-55, (1955) 87 O.G., 551  
 O.C. 1266(B)-55, (1955) 87 O.G., 3950  
 O.C. 694(D)-56, (1956) 88 O.G., 2364  
 O.C. 43(H)-57, (1957) 89 O.G., 414  
 O.C. 1206(G)-57, (1957) 89 O.G., 4723  
 O.C. 590(C)-58, (1958) 90 O.G., 2139  
 O.C. 1127(B)-58, (1958) 90 O.G., 3968  
 O.C. 1071(C)-59, (1959) 91 O.G., 4351  
 O.C. 1226(B)-60, (1960) 92 O.G., 3452  
 O.C. 1945(A)-61, (1961) 93 O.G., 4154  
 O.C. 343(A)-63, (1963) 95 O.G., 1324  
 O.C. 270(A)-64, (1964) 96 O.G., 1011  
 O.C. 465(B)-64, (1964) 96 O.G., 1703  
 O.C. 992(A)-65, (1965) 97 O.G., 2976  
 O.C. 727(A)-66, (1966) 98 O.G., 2416  
 O.C. 1508-67, (1967) 99 O.G., 3559



O.C. 3561-68, (1968) 100 O.G., 184  
 O.C. 2993-69, (1969) 101 O.G., 6054  
 O.C. 2468-70, (1970) 102 O.G., 3792  
 O.C. 2685-70, (1970) 102 O.G., 4142  
 O.C. 3063-71, (1971) 103 O.G., 7008  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 323-73, (1973) 105 O.G. II, 238  
 O.C. 3227-73, (1973) 105 O.G. II, 5407  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 3677-74, (1974) 106 O.G.II, 4471  
 O.C. 47-79, (1979) 111 G.O., 447  
 O.C. 2542-79, (1979) 111 G.O., 5857



c. D-2, r.18

## Decree respecting hairdressers in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties listed below have petitioned the Minister of Labour, Manpower and Income Security to make binding a collective labour agreement entered into between :

on the one part :

The Corporation of employers of men's hairdressers, Montréal region, Inc. ;

and, on the other part :

*L'Association corporative des employés coiffeurs pour hommes de Montréal Inc. ;*

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions outlined on the *Québec Official Gazette*, of 30 July 1966 ;

WHEREAS the said agreement has gained preponderant significance and importance for the laying down of employment conditions in the trades concerned and in the territorial jurisdiction specified in this petition ;

WHEREAS the Act concerning the publication of notices was duly observed ;

WHEREAS the objections brought forth were duly considered in accordance with the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the petition be accepted in pursuance of the Act respecting collective agreement decrees, with however the following new provisions replacing the conditions detailed in the *Québec Official Gazette* of 30 July 1966.

## PART I GENERAL PROVISIONS

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

0.02. However, notwithstanding Divisions I and II of the Decree respecting the Hairdressers' Code, the professional jurisdiction of this Decree is limited to persons who perform or cause to be performed one or more of the operations in connection with the services rendered by a men's hairdresser.

## PART II SPECIAL PROVISIONS

### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of this Decree encompasses the Island of Montréal, the cities of St. Lambert, Longueuil, Jacques-Cartier and Laflèche, the towns of Prévile, St. Hubert, Brossard, LeMoyne, Greenfield Park and Boucherville, Nun's Island, Ile Charron, Ile Ste. Hélène, Ile Ronde and Ile Notre-Dame, as well as the municipality of Notre-Dame du Sacré-Coeur and Bizard Island.

### 2.00. Hours of work

2.01. The standard workweek is 40 hours scheduled over 5 days.

2.02. No customer shall be allowed in a hairdressing salon outside of the following hours mentioned in sections 2.03 and 2.04.

2.03. Opening hours of hairdressing salons may be established in accordance with the following conditions :

- (a) salons shall not open before 8 h ;
- (b) salons shall not remain open after :
  - i. 18 h on Mondays, Tuesdays and Wednesdays ;
  - ii. 21 h on Thursdays and Fridays ;
  - iii. 17 h on Saturdays ;

(c) opening hours for salons are consecutive and may not exceed :

- i. 9 hours from Monday to Thursday ;
- ii. 11 hours on Friday ;
- iii. 8 hours on Saturday ;

(d) the schedule may be different for various periods of the year.

**2.04.** Opening hours for hairdressing salons may be established in accordance with the following conditions :

(a) salons may not open before 8 h ;

(b) salons may not open on Mondays or remain open after :

- i. 18 h on Tuesdays and Wednesdays ;
- ii. 21 h on Thursdays and Fridays ;
- iii. 17 h on Saturdays ;

(c) opening hours for salons shall be consecutive and may not exceed :

- i. 9 hours on Tuesdays and Wednesdays ;
- ii. 12 hours on Thursdays and Fridays ;
- iii. 8 hours on Saturdays ;

(d) the schedule may be different for various periods of the year ;

(e) the standard workweek of the employee includes :

- i. 4 consecutive hours off on Thursdays or Fridays ;
- or,
- ii. upon the mutual consent of the employer and the employee, 2 periods off, totalling 4 hours over 2 working days.

**2.05.** When the employer or the owner wishes to amend salon opening hours, the schedule chosen in accordance with sections 2.03 or 2.04 is transmitted beforehand to the parity committee and the notice must mention the enforcement date of the schedule ; this schedule remains in force for at least one year.

**2.06.** The hairdressing salon shall remain open until :

- (a) 17 h the last opening day before Christmas or New Year's Day ;
- (b) 21 h the day before the lasting opening day before Christmas or New Year's Day.

**2.07. Work after closing time :** It is permissible to wait on customers who were in the salon before closing time. However, any work covered by the professional jurisdiction of this Decree shall be completed one hour after the standard hours specified in this Decree.

**2.08.** In the event that an employee is absent, the employer may request another employee to work, if the latter so consents, for 6 days during the week instead of 5, for a period not exceeding 8 consecutive weeks.

**2.09.** Every person operating a hairdressing salon shall make it possible for the committee's inspectors to see inside the salon outside the hours stipulated herein, so that they may ascertain whether work is being performed illegally.

**2.10. Meal time :**

(1) The employer grants employees one hour off for the noon meal, between 10 h 30 and 14 h 30.

(2) The employer may request one hour off for the evening meal when he has worked 6 consecutive hours.

(3) Time off for meals is not included when calculating standard weekly hours.

**3.00. Minimum wages**

**3.01.** The employee in Class A who works 40 hours per week receives at least the following weekly wage : 150 \$ basic wage, plus 60% commission on his work receipts exceeding 240 \$.

**3.02.** The employee in Class B who works 40 hours per week receives at least the following weekly remuneration : 140 \$ basic wage, plus 60% on his work receipts exceeding 240 \$.

**3.03.** The apprentice receives at least the following weekly wage :

(a) 1<sup>st</sup> year apprentice : 100 \$ per week, plus 40% commission on his work receipts exceeding 200 \$ ;

(b) 2<sup>nd</sup> year apprentice : 110 \$ per week, plus 45% commission on his work receipts exceeding 210 \$ ;

(c) 3<sup>rd</sup> year apprentice : 120 \$ per week, plus 50% commission on his work receipts exceeding 220 \$.

**3.04.** The employee in Class A or B who works less than 40 hours per week receives at least the following daily wage : 30 \$ basic wage, plus 60% of his work receipts exceeding 50 \$.

**3.05.** When the apprentice is absent from his work, his wage for each day worked is equal to 20 \$ basic wage plus a percentage of his work receipts exceeding 40 \$ calculated as follows :

- (a) 1<sup>st</sup> year apprenticeship : 40% ;
- (b) 2<sup>nd</sup> year apprenticeship : 45% ;
- (c) 3<sup>rd</sup> year apprenticeship : 50%.

**3.06. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays the regular employee at least the minimum weekly wage to which he would be entitled under the Regulation respecting labour standards (c. N-1.1., r.3) or under any other further regulation which could amend or replace it.

#### **4.00. Minimum wages for services**

**4.01.** Employers, artisans and employees shall require the following minimum prices for the services mentioned below :

- (a) ordinary haircut :
  - i. for adults . . . . . 4,25 \$
  - ii. for children under 16 years . . . . . 2,75
- (b) razor cut, without shampoo and set 7,00
- (c) razor or sculpted cut, including shampoo, set with curling iron or hairdryer or with both . . . . . 7,75
- (d) shampoo and set with a hairdryer or curling iron or both . . . . . 5,50
- (e) set (wave) with a hairdryer or curling iron or with both . . . . . 4,00.

#### **5.00. Ratio of apprentices**

**5.01.** The number of apprentices in any men's hairdressing salon shall never exceed the following limits :

- (a) 1 apprentice in a salon regularly employing 1 Class A men's hairdresser ;
- (b) 2 apprentices in a salon regularly employing 4 Class A men's hairdressers.

However, in salons regularly employing 7 Class A men's hairdressers or more, the employer may hire a third apprentice instead of a Class B men's hairdresser.

**5.02. Number of Class B men's hairdressers :** In any men's hairdressing salon, there shall not be more than one Class B men's hairdresser.

**5.03.** The apprentice shall appear before the parity committee every 6 months to have his apprenticeship book examined. The parity committee will acknowledge only the work periods which the employer has duly entered in the apprenticeship record book.

#### **6.00. Paid general holidays**

**6.01.** St. John the Baptist's Day is a paid holiday in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** All work is prohibited New Year's Day, 2 January, Easter Monday, Dollard Day, 24 June, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**6.03.** The employee is reputed to have worked New Year's Day, 2 January, Christmas Day and 26 December.

**6.04.** The employer grants his employee a paid holiday within 30 days following Easter Monday and Labour Day ; the employee receives a lump-sum payment of 30 \$ when he forfeits one of his paid holidays.

#### **7.00. Annual vacation with pay**

**7.01.** The employment period entitling one to vacation is called qualifying period. Such period runs from the date of the employee's entry into service until the anniversary of such hiring date.

**7.02.** The employer gives an annual paid vacation of 2 weeks to every permanent employee who has been in his employment for one complete year.

**7.03.** The permanent employee who has worked for one complete year must take an annual 2 weeks' vacation.

**7.04.** Annual vacation pay as provided for in section 7.02 is established as follows :

- (a) the apprentice as well as the employee in Class A or B receives 5% of his wages earned during the qualifying period ;

(b) the employee in Class A who has 5 years of continuous service with his employer or in the same salon, receives 6% of his wages earned during the qualifying period and he is entitled to an additional week of annual vacation.

**7.05.** When the employee, whether or not he is a temporary or supernumerary employee, has less than one year of service, he is entitled to as many days of paid vacation as he has months of service ; the total vacation period shall not exceed 2 weeks, and the vacation pay shall be equal to 4% of the total wages earned by the employee.

**7.06.** The employer shall obtain from the parity committee a form, which shall be signed by the employee, attesting to the fact that he has received the amount to which he is entitled as holiday pay. The employer shall return this form to the parity committee.

**7.07.** Vacation pay is given to the employee before he leaves on vacation.

### **8.00. Miscellaneous provisions**

**8.01. Forbidden agreement :** The letting or subletting of any part of chairs, apparatus or equipment of any kind, or space in a men's hairdressing salon, be it for payment or gratuitously, for the purpose of performing any work that is covered by the professional jurisdiction of this Decree is forbidden.

**8.02.** Any contract on a commission basis is illegal unless it provides the employee with conditions more advantageous than those herein stipulated.

**8.03.** (1) No work covered by the professional jurisdiction of this Decree may ever be performed outside a men's hairdressing salon.

(2) However, Classes A and B men's hairdressers who are regularly employed in a men's hairdressing salon may provide professional services during the working hours stipulated herein, when requested to do so by hospital patients or by invalids at home.

### **9.00. Term of Decree**

**9.01.** This Decree remains in force until 31 October 1981. Thereafter, it is renewed automatically each year, unless one of the contracting parties to the Decree sends a written notice to the contrary to the Minister of Labour, Manpower and Income Security and to the other contrac-

ting party during the month of September 1981 or of any subsequent year.

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O.C. 1790-66, (1966) 98 O.G., 5462  
 O.C. 1917-67, (1967) 99 O.G., 4663  
 O.C. 2994-69, (1969) 101 O.G., 6058  
 O.C. 2603-70, (1970) 102 O.G., 4019  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 1229-72, (1972) 104 O.G., 3917  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 3227-73, (1973) 105 O.G. II, 5407  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 198-74, (1974) 106 O.G. II, 345  
 O.C. 695-75, (1975) 107 O.G. II, 1241  
 O.C. 2152-75, (1975) 107 O.G. II, 2837  
 O.C. 93-76, (1976) 108 O.G. II, 1197  
 O.C. 2543-79, (1979) 111 G.O., 5859



c. D-2, r.19

## Decree respecting hairdressers in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2) the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs pour hommes de Québec, Inc. ;*

*L'Association patronale de la coiffure de Québec Inc. ;*

*L'Association patronale des barbiers et coiffeurs du district de Thetford Inc. ;*

*L'Association patronale des barbiers et coiffeurs de Rivière-du-Loup et district Inc. ;*

*L'Association patronale des barbiers et coiffeurs de Montmagny et district ;*

*L'Association patronale des barbiers et coiffeurs et coiffeuses du district de Beauce et Dorchester ;*

*L'Association patronale des barbiers et coiffeurs du comté de Matane Inc. ;*

*L'Association des barbiers et coiffeuses de Charlevoix ;*

*L'Association patronale des barbiers et coiffeurs du comté de Lotbinière ;*

*L'Association patronale des barbiers et coiffeurs du comté de Portneuf Inc ;*

*L'Association patronale des barbiers et coiffeurs de Rimouski ;*

*Le Syndicat professionnel des barbiers-coiffeurs de Caussapscal Inc ;*

*La Fédération patronale des coiffeurs du Québec Inc. ;*  
and, on the other part :

*Le Syndicat des coiffeurs pour hommes de Québec, Inc. ;*

*Le Syndicat des employés coiffeurs pour dames de Québec Inc. ;*

*Le Syndicat des employés coiffeurs des comtés de Rimouski, Matane et Matapédia ;*

*Le Syndicat des employés coiffeurs des comtés de Montmagny, L'Islet, Bellechasse ;*

*Le Syndicat des employés coiffeurs du comté de Portneuf ;*

*Le Syndicat des employés coiffeurs des comtés de Rivière-du-Loup, Kamouraska, Témiscouata ;*

*Le Syndicat des employés coiffeurs de Beauce et Dorchester ;*

*Le Syndicat des employés barbiers et coiffeurs du comté de Mégantic ;*

*La Fédération des employés coiffeurs du Québec Inc. ;*  
for the employers and employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 2 May 1953 ;

WHEREAS the said agreement has acquired a preponderant significance and importance towards the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections raised have been duly considered as required by the Act ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

That the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 2 May 1953.

### PART I GENERAL PROVISION

#### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12), is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISIONS APPLYING TO ALL PERSONS GOVERNED

### 1.00. Territorial jurisdiction

**1.01.** The electoral districts mentioned in Parts III and IV are those defined in the Territorial Division Act, before its amendments of 21 December 1972 (S.Q., 1972, c.4).

### 2.00. Meal period

**2.01.** The employee may demand up to one hour without pay for the noon meal and one hour for the evening meal when work ends at 20 h or later. Time granted for meal periods does not count as part of the regular work-week.

### 3.00. Paid general holidays

**3.01.** Except for temporary employees, the following days are paid general holidays when they fall on a day included in the regular workweek : New Year's Day, 2 January, 1 July, Labour Day, Christmas Day and 26 December.

**3.02.** If a paid general holiday falls within the annual vacation of an employee, the latter shall be granted an additional day off at the end of such period.

**3.03.** For men's hairdressers of Zone II and for ladies' hairdressers, when a holiday, other than St. John the Baptist's Day, falls on a Sunday or a Monday, it is postponed to the following Tuesday and it shall be a paid holiday.

**3.04.** For the permanent employee, men's hairdresser of Zone I, when a holiday falls on a Sunday or a Monday, the employer shall give the employee an amount equal to 1/5 of his basic wage in addition to his weekly wage.

**3.05.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

### 4.00. Annual vacation

**4.01.** The qualifying period is the calendar year preceding the employee's departure on vacation.

**4.02.** Continuous service is the period during which an employee is bound to his employer by a labour contract. Shall not be considered as interrupting the continuous service period, days of absence due to illness or authorized by the employer or the Decree.

**4.03.** The employee who, on 1 January, has less than one year's continuous service with his employer, has a continuous annual vacation whose duration is based on one day for each month of service, the total duration not to exceed 2 weeks. However, the employee may demand additional days to complete one of these 2 weeks.

**4.04.** The employee who, on 1 January, has one year of continuous service with his employer, has 2 continuous weeks of annual vacation.

**4.05.** Men's hairdressers in Zone II or ladies' hairdressers who, on 1 January, have 8 years' continuous service, including years worked as an apprentice, are entitled to 3 weeks' annual vacation, with vacation pay for the third week equaling 2% of the employee's wages earned during the qualifying period.

**4.06.** Men's hairdressers in Zone I who, on 1 January, have 3, 4 or 5 years' continuous service, are entitled to 2 weeks' annual vacation and to additional vacation days determined as follows :

<i>Duration of continuous service on 1 January</i>	<i>Number of additional vacation days</i>
3 years	2
4 years	4
5 years	5.

The vacation pay for additional vacation days is 0,8%, 1,6% or 2% of the employee's earnings during the qualifying period according to whether he is entitled to 2, 4 or 5 additional vacation days.

**4.07.** The vacation pay for the first 2 weeks of annual vacation is 4% of the employee's wages earned during the qualifying period and this amount is payable before he leaves for his vacation.

**4.08.** For the employee, men's hairdresser of Zone I, the vacation pay for the first 2 weeks of annual vacation is 6% of his wages earned during the qualifying period and this amount is payable before he leaves for his vacation.

**4.09.** The first 2 weeks of annual vacation are granted consecutively between 30 April and 1 October and the employer shall notify the employee at least 60 days in ad-

vance of the date set for the beginning of his vacation period.

However, if it is agreed upon between the employer and the employee, the vacation may be granted at another period in the year.

**4.10.** The third week's annual vacation and the additional vacation days are granted between 30 April and 1 November. If it is agreed upon between the employer and the employee, they may be granted at another period in the year, or during the first 4 months of the following year. If the employee gives a written notice of agreement, the employer may consider any absence of the employee as holidays.

**4.11.** Upon cancellation of his work contract, the employee receives the vacation pay acquired on the preceding 1 January, if his vacation was not taken, and the compensation due to him since that date.

### **5.00. Miscellaneous provisions**

**5.01. Home work :** Only skilled hairdressers operating a salon or working in a salon, shall ply their trade at home, and only during the working hours set forth in the Decree.

**5.02. Renting :** The renting or sub-renting of chairs, equipment or material, or of space in a salon for the plying of a trade governed by the Decree is forbidden.

**5.03.** A men's hairdressing salon and a ladies' hairdressing salon shall not be combined in the same room.

**5.04. Notice :** After 3 weeks of regular service, the employer and the employee are both entitled to 7 day's notice in the event of dismissal or departure. Such notice is given in writing by the party who desires to terminate the labour contract with mention of the date thereof, and the 7-day period shall count from the expiration of the workweek in which said notice is given. The party wishing to avail itself of such a 7-day period sends a copy of the notice immediately to the parity committee.

**5.05. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the skilled employee shall not receive less than the minimum weekly wage to which he would be entitled if it were computed according to the rate of the Regulation respecting labour standards (c. N-1.1, r.3) for the employee 18 years of age and over, or according to any other further regulation which could amend or replace it.

### **6.00. Term of Decree**

**6.01.** This Decree remains in force until 1 November 1979. It is then renewed from year to year thereafter unless one of the contracting parties is opposed and gives written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of September 1979 or of any subsequent year.

## **PART III SPECIAL PROVISIONS RESPECTING MEN'S HAIRDRESSERS**

### **7.00. Territorial jurisdiction**

**7.01.** The territorial jurisdiction of this Part extends to the 2 following zones :

(a) **Zone I :** the electoral districts of Saint-Sauveur, Limoilou, Louis-Hébert, Jean-Talon, Montmorency, Lévis and Chauveau (with the exception of the municipalities mentioned in Zone II) and the municipality of Lorette ;

(b) **Zone II :** the municipalities of Saint-Dustand-du-Lac-Beauport, Lac-Delage, Stoneham and Tewksbury, Lac-Edouard, Saint-Gabriel-de-Valcartier and Saint-Gabriel ouest, the electoral district of Mégantic with the exception of the area governed by the Decree respecting hairdressers in the Victoriaville region (c. D-2, r.25) and amendments, the city of Rimouski and the municipalities comprised in part or completely in the area situated within 8 kilometres of its limits, the electoral districts of Portneuf, Charlevoix, Lotbinière, Beauce, Dorchester, Bellechasse, Montmagny, L'Islet, Kamouraska, Rivière-du-Loup, Témiscouata, Matane, Matapédia and the municipalities of Cap-Chat, Saint-Joachim-de-Tourelle and Sainte-Anne-des-Monts.

### **8.00. Workweek and working hours**

**8.01.** The standard workweek is 40 hours for employees in Zone I and 35 hours for employees in Zone II.

**8.02. Working hours :** No customer shall be allowed in a hairdressing salon as follows :

(a) on Sunday, Monday or on any paid general holiday mentioned in section 3.01 ;

(b) outside of the following working hours :

i. in Zone I : Tuesday, Wednesday, Thursday, Friday : from 9 h to 18 h ; Saturday : from 8 h to 17 h ;



ii. in Zone II, with the exception of the electoral district of Mégantic : Tuesday, Wednesday and Thursday : from 8 h 30 to 18 h ; Friday : from 8 h 30 to 21 h ; Saturday : from 8 h to 17 h ;

iii. in the electoral district of Mégantic : Tuesday, Wednesday and Thursday : from 8 h to 18 h ; Friday : from 8 h to 20 h ; Saturday : from 8 h to 17 h ;

iv. in the electoral district of Rivière-du-Loup : Tuesday, Wednesday and Thursday : from 9 h to 17 h 30 ; Friday : from 8 h 30 to 20 h ; Saturday : from 8 h 30 to 12 h ;

v. in the electoral district of Kamouraska : Tuesday, Wednesday and Thursday : from 8 h 30 to 17 h 30 ; Friday : from 8 h 30 to 21 h ; Saturday : from 8 h 30 to 14 h ;

vi. in the electoral district of Témiscouata : Tuesday, Wednesday and Thursday : from 8 h 30 to 18 h ; Friday : from 8 h 30 to 21 h ; Saturday : from 8 h 30 to 16 h.

**8.03. Exceptions :** Notwithstanding section 8.02, the working hours for the days and the regions mentioned below are as follows :

(a) in the municipality of Montmagny and the electoral district of L'Islet, the working hours are from 8 h to 12 h on Saturday and in the rest of the electoral district of Montmagny and the electoral district of Bellechasse, working hours are from 8 h to 17 h on Saturday ;

(b) in the municipalities of Thetford-Mines, Black-Lake, Robertsonville, Coleraine, Saint-Antoine de Pontbriand and Saint-Ferdinand d'Halifax, working hours are from 8 h to 12 h on Saturday ;

(c) in the electoral district of Matane, working hours are from 8 h 30 to 12 h on Saturday.

**8.04.** When Christmas and New Year's Day fall on a working day, the Monday preceding each of these days is a working day and the working hours are those for Tuesday when the holidays fall on Friday or Saturday ; in all other cases they are provided in sections 8.05 and 8.06.

**8.05.** On Christmas eve and New Year's eve, when these are working days, working hours are from 8 h to 17 h.

**8.06.** On the 2 working days preceding Christmas eve and New Year's eve, working hours are those scheduled for Friday.

**8.07.** Customers who enter the salon before closing time may receive services after closing time.

## 9.00. Wages

**9.01. Zone I :** No employee shall receive less than the following wage :

(a) for the hours of the regular workweek the permanent employee in Class A and in Class B receives 130 \$ basic wage plus a 50% commission on the weekly receipts of his work exceeding 214 \$ ;

(b) notwithstanding paragraph a, for all weekly receipts exceeding 460 \$, the method of payment for the permanent employee in Class A and Class B is 55% of the total of recorded receipts ;

(c) the permanent employee in Class A and Class B who, during the calendar year has cumulated 27 600 \$ or more in receipts shall receive a bonus of 150 \$ in legal currency during the first 2 months of the following year ;

(d) the permanent employee in Class A and in Class B who due to sickness does not work for the full week and who presents a medical certificate to this effect within 3 days following his return to work shall be paid as follows :

<i>Number of days worked</i>	<i>Basic wage</i>	<i>50% of the receipts exceeding</i>
4	104 \$	175 \$
3	78	136
2	52	97
1	26	58 ;

(e) if the employee does not present a medical certificate within the time prescribed in paragraph d, he shall be paid according to the temporary, supernumerary or substitute employee basis mentioned in paragraph g ;

(f) the wage for days worked for the permanent employee in Class A and Class B who has extra days' vacation mentioned in section 4.06, shall be that appearing in paragraph d ;

(g) the temporary, supernumerary or substitute employee in Class A and Class B receives the rate of the Regulation respecting labour standards, or of any other further regulation which could amend or replace it, for each hour worked, or 50% of weekly receipts of his work if it is more advantageous for the employee ;

(h) when he has worked for 5 days, the temporary, supernumerary or substitute employee receives the wage provided for the permanent employee in Class A and Class B ;

(i) for the hours of the regular workweek, the apprentice receives the following wage :

i. during his first year of apprenticeship : 50 \$ basic wage plus a 50% commission on the receipts of his work exceeding 93 \$ ;

ii. during his second year of apprenticeship : 58 \$ basic wage plus a 50% commission on the receipts of his work exceeding 98 \$ ;

iii. from the twenty-fifth to the thirtieth month of apprenticeship : 64 \$ basic wage plus a 50% commission on the receipts of his work exceeding 99 \$.

**9.02. Zone II :** No employee shall receive less than the following wage :

(1) The permanent employee in Class A or B receives 10 \$ plus 60% of his weekly receipts ; however, his total weekly wage for the hours of the regular workweek shall not be inferior to 80,50 \$.

(2) The temporary employee, supernumerary or substitute, receives 60% of his weekly receipts, subject to section 5.05.

(3) During his first 2 years of apprenticeship the apprentice receives 10 \$ each week plus 40% of his weekly receipts ; however, his total weekly wage for the hours of the regular workweek shall not be inferior to 43,75 \$ the first year or to 50,75 \$ the second year.

(4) As of the twenty-fifth month of apprenticeship, the apprentice receives 10 \$ each week plus 55% of his weekly receipts ; however, his total weekly wage for the hours of the regular workweek shall not be inferior to 56 \$.

**9.03.** The temporary employee shall not work less than 2 consecutive days and shall be hired for at least such minimum period.

#### **10.00. Group insurance plan**

**10.01.** This Division applies to permanent employees of Zone I, except for those working in the municipalities of Thetford-Mines, Black-Lake, Robertsonville, Coleraine, Saint-Antoine de Pontbriand, Saint-Ferdinand- d'Halifax and in any other municipality located completely or partly within 8 kilometres of their limits.

**10.02.** The employer pays into the insurance plan adopted by the parity committee, 0,60 \$ per week for each employee covered by the individual plan and 1,50 \$ per week for each employee covered by the family plan.

**10.03.** The employee pays into the insurance plan 1,90 \$ per week if he is covered by the individual plan and 3,50 \$ per week if he is covered by the family plan.

**10.04.** The employer collects the assessment of the employee by means of a check-off from the wages of the employee and remits such assessment each month, together with his own assessment, to the parity committee at the time of filing his monthly report.

**10.05.** The operation of the insurance plan is subject to the supervision of the Superintendent of Insurance of Québec.

#### **11.00. Minimum prices for services**

**11.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following for the services mentioned below :

(a) ordinary haircut . . . . .	4,25 \$
(b) ordinary haircut for children under 16 years age . . . . .	2,75
(c) styled razor, sculpted or layered cut, including shampoo and set . . . . .	7,75
(d) shampoo and set . . . . .	5,50
(e) hair dyeing or colour rinse including shampoo and set . . . . .	15,50.

**11.02.** The minimum prices determined in section 11.01 also apply when the work is performed on a wig or hairpiece.

#### **12.00. Number of apprentices**

**12.01.** The number of apprentices per salon shall never exceed the following limits : 1 apprentice in a salon where 1 men's hairdresser Class A works regularly ; 2 apprentices in a salon where 3 men's hairdressers, Class A or B work regularly. However, there shall be no more than 2 apprentices per salon, regardless of the number of men's hairdressers working therein.

**12.02.** However, for men's hairdressers of Zone I only, the first year of apprenticeship shall be served in a school-parlor and shall consist of a least 1 000 hours of theoretical and practical teaching.

#### PART IV

#### SPECIAL PROVISIONS CONCERNING LADIES' HAIRDRESSERS AND MANICURE-AESTHETICIANS

##### **13.00. Territorial jurisdiction**

**13.01.** The territorial jurisdiction of this Part include the following electoral districts : Portneuf, Charlevoix, Lotbinière, Beauce, Dorchester, Mégantic except the territory governed by Decree respecting hairdressers in the Victoriaville region (c. D-2, r.25) and amendments, Bellechasse, Montmagny, L'Islet, Kamouraska, Rivière-du-Loup, Témiscouata, Matane and Matapédia and the municipalities of Cap-Chat, Saint-Joachim-de-Tourelle and Sainte-Anne-des-Monts.

##### **14.00. Workweek and working hours**

**14.01.** The standard workweek is 35 hours.

**14.02. Working hours :** No customer shall be allowed in a hairdressing salon in the following cases :

(a) on Sunday, Monday or on one of the general holidays provided for in section 3.01 ;

(b) outside of the following working hours :

i. on Tuesday, Wednesday and Thursday : from 9 h to 18 h ;

ii. on Friday : from 9 h to 21 h ;

iii. on Saturday : from 7 h to 15 h.

**14.03. Exceptions :** Notwithstanding section 14.02, the working hours for the days and the regions mentioned here are as follows :

(a) in the electoral districts of Mégantic, Matane and Matapédia, working hours are from 9 h to 21 h on Wednesday ;

(b) in the municipalities of Montmagny and the electoral districts of Mégantic and l'Islet, working hours are from 7 h to 12 h on Saturday.

**14.04.** When Christmas eve and New Year's eve fall on a day that would ordinarily be a working day, working hours are from 8 h to 18 h.

**14.05.** For the 2 working days preceding Christmas eve and New Year's eve, working hours are from 8 h to 21 h.

**14.06.** Work begun before closing time shall be finished during the hour following closing time.

##### **15.00. Wages**

**15.01.** For the purposes of this Division, the expression "rate of the Regulation" means the minimum rate determined for an employee 18 years of age and over by the Regulation respecting labour standards or by any other further regulation which could amend or replace it.

**15.02.** For the hours of the regular workweek, the permanent employee in Class A or B receives at least :

(a) a basic weekly wage equal to the rate of the Regulation increased by 0,25 \$ and multiplied by the number of hours worked ;

(b) except for the employee in the electoral district of Mégantic, a variable commission on his weekly receipts in excess of twice his basic weekly wage which applies to each part of the excess receipts as follows :

<i>Receipts</i>	<i>Commission on excess receipts</i>
up to 250 \$	25%
from 250,01 \$ to 300 \$	30%
from 300,01 \$ to 400 \$	40%
more than 400 \$	45%.

**15.03.** For each hour worked, the manicurist receives at least the rate of the Regulation increased by 0,25 \$.

**15.04.** Except for the employee of the electoral district of Mégantic, the temporary employee, supernumerary or substitute, receives a minimum wage equal to 40% of his work receipts ; however, the exigible wage shall not be inferior to the rate of the Regulation increased by 0,25 \$ and multiplied by the number of hours worked.

In the electoral district of Mégantic, the employee receives the rate of the Regulation increased by 0,25 \$ for each hour worked.

**15.05.** For the hours of the regular week, the apprentice receives a basic weekly wage which shall not be inferior to the hourly rate established below multiplied by the number of hours of the regular workweek :

(a) 1<sup>st</sup> year of apprenticeship : 1,25 \$

(b) 2<sup>nd</sup> year of apprenticeship : 1,45

(c) 3<sup>rd</sup> year of apprenticeship : 1,60.

**15.06.** Except for the employee in the electoral district of Mégantic, the apprentice in his second or third year specifically assigned to a customer receives, in addition to his basic weekly wage, a commission on his work receipts computed according to paragraph *b* of section 15.02, provided that no commission is payable to another employee for the services rendered to the said customer.

**16.00. Minimum prices for services**

**16.01.** The professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following for the services mentioned below :

- (a) permanent wave for adults, including shampoo, haircut and set . . . . . 13,75 \$
- (b) set . . . . . 5,00
- (c) haircut . . . . . 3,75
- (d) hair dyeing . . . . . 10,00
- (e) colour touch-up, colour shampoo . . 8,00
- (f) bleaching per application or touch-up 10,00
- (g) bleached or coloured streaks . . . . . 22,00.

**16.02.** The minimum prices determined in section 16.01 also apply when the work is performed on a wig or hairpiece.

**17.00. Number of apprentices**

**17.01.** In a ladies' hairdressing parlour, the permissible ratio of apprentice-hairdressers per qualified employee working therein is as follows :

<i>Qualified employees</i>	<i>Apprentices</i>
<i>All zones</i>	
1	2
2	3
3	4
4	6
5	7
6	8
7	9
8 or more	10.

Apprentice manicurists and manicure-aestheticians are not included in the above.

- O.C. 44-54, (1954) 86 O.G., 423
- O.C. 601(E)-54, (1954) 86 O.G., 1977
- O.C. 773(C)-54, (1954) 86 O.G., 2428
- O.C. 101(B)-55, (1955) 87 O.G., 554
- O.C. 100 (D)-55, (1955) 87 O.G., 552
- O.C. 665(A)-55, (1955) 87 O.G., 2035
- O.C. 48(G)-56, (1956) 88 O.G., 428
- O.C. 877(H)-57, (1957) 89 O.G., 3107
- O.C. 1207(C)-57, (1957) 89 O.G., 4720
- O.C. 194 (C)-58, (1958) 90 O.G., 1074
- O.C. 192(A)-58, (1958) 90 O.G., 1075
- O.C. 948(C)-58, (1958) 90 O.G., 3248
- O.C. 194 (D)-59, (1959) 91 O.G., 1392
- O.C. 638(A)-60, (1960) 92 O.G., 2128
- O.C. 1886 (C)-60, (1960) 92 O.G., 4710
- O.C. 1399(B)-61, (1961) 93 O.G., 2877
- O.C. 2219(A)-61, (1961) 93 O.G., 4865
- O.C. 848(C)-62, (1962) 94 O.G., 2890
- O.C. 1366(A)-62, (1962) 94 O.G., 4498
- O.C. 465(A)-64, (1964) 96 O.G., 1699
- O.C. 1375(C)-64, (1964) 96 O.G., 3903 and 4406
- O.C. 1210(A)-65, (1965) 97 O.G., 3565
- O.C. 219(C)-66, (1966) 98 O.G., 1158
- O.C. 490 (D)-66, (1966) 98 O.G., 1989
- O.C. 1513-67, (1967) 99 O.G., 3540 and (1968) 100 O.G., 2308
- O.C. 2807-67, (1967) 99 O.G., 6188
- O.C. 795-70, (1970) 102 O.G., 1814 and 2338
- O.C. 1871-71, (1971) 103 O.G., 4430
- O.C. 4408-71, (1972) 104 O.G., 67
- O.C. 3218-72, (1972) 104 O.G., 9731
- O.C. 218-73, (1973) 105 O.G.II, 224
- O.C. 3227-73, (1973) 105 O.G.II, 5407
- O.C. 4250-73, (1973) 105 O.G.II, 6453
- O.C. 4655-73, (1973) 105 O.G.II, 6973
- O.C. 3335-74, (1974) 106 O.G.II, 4329
- O.C. 2522-75, (1975) 107 O.G.II, 3455
- O.C. 3506-75, (1975) 107 O.G.II, 4581
- O.C. 4125-77, (1977) 109 O.G.II, 7085
- O.C. 3497-78, (1978) 110 G.O., 4537
- O.C. 148-79, (1979) 111 G.O., 583
- O.C. 1665-79, (1979) 111 G.O., 4033
- O.C. 2753-79, (1979) 111 G.O., 6061



c. D-2, r.20

## Decree respecting hairdressers in the Saint-Hyacinthe region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the provisions of the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs de Saint-Hyacinthe ;*

and, on the other part :

*Le Syndicat national catholique des employés-barbiers et coiffeurs de la juridiction de Saint-Hyacinthe ;*

for the employers and the employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 7 April 1956 ;

WHEREAS the said agreement has acquired a preponderant significance and importance towards the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been raised against the said petition ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 7 April 1956.

## PART I

### GENERAL PROVISION

#### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II

### PROVISIONS APPLYING TO ALL PERSONS CONCERNED

#### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of this Decree includes :

(a) the electoral districts of Saint-Hyacinthe, Bagot, Rouville and Verchères, as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4) ;

(b) the municipalities of Chambly, Fort Chambly, Saint-Bruno-de-Montarville and Saint-Basile le Grand and the territory within a 10-kilometer radius of their limits, and all municipalities included in part or in whole within this territory.

1.02. The territorial jurisdiction is divided into 3 zones as follows :

(a) **Zone I** : the municipalities of Saint-Hyacinthe, Acton Vale and Saint-Pie and the territory located within a 10-kilometer radius of their limits, and all municipalities included in part within this territory, as well as the municipality of Contrecoeur ;

(b) **Zone II** : the municipalities of Chambly, Fort Chambly, Richelieu, Mont-Saint-Hilaire, Beloeil, McMasterville, Saint-Bruno-de-Montarville, Saint-Basile le Grand, Varennes et Verchères and the territory located within a 10-kilometer radius of their limits, except the municipality of Contrecoeur, and all municipalities included in part in this territory ;

(c) **Zone III** : all the territory not included in Zones I or II.

#### 2.00. Paid general holidays

2.01. The following days are paid general holidays for regular employees : New Year's Day, 2 January, 1 July, Labour Day, Christmas Day and 26 December.

**2.02.** St. John the Baptist's Day is a paid general holiday, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**2.03.** To replace Labour Day or 2 January, 1 July or 26 December, when they fall on a Monday, the employee is entitled to one paid holiday within the following 5 days.

**2.04.** For ladies' hairdressing, the permanent employee is entitled to one paid holiday within the 30 days following Thanksgiving Day as well as 2 paid holidays during the month of January.

**2.05.** For ladies' hairdressers, the regular employee is entitled to 3 paid holidays on the occasion of the death of his spouse, father, mother, brother, sister or child.

**2.06.** For ladies' hairdressers, the regular employee in Class A or B is entitled to 5 days of sick leave per year. Should the employee not take these days of sick leave by the end of the year, the employer shall pay these days or grant a holiday leave as compensation.

**2.07.** On a paid holiday, the employee is not subject to any reduction in his basic weekly wage.

### **3.00. Paid annual vacations**

**3.01.** The qualifying period extends from 1 July of the preceding year to 30 June of the current year.

**3.02.** Any employee who, on 1 July, has less than one year of continuous service with the same employer or in the same salon, is entitled to a continuous annual vacation equal to one day per month of service for a period of not more than 2 weeks.

**3.03.** Any employee who, on 1 July, has one year of continuous service with the same employer or in the same salon, is entitled to a paid annual vacation of a minimum of 2 consecutive weeks.

**3.04.** The annual vacation period extends from 1 July to 31 August. The employer notifies the employee of the vacation date at least 6 weeks in advance. The annual vacation may be taken at another date and divided into 2

periods upon the written consent of the employer and the employee.

**3.05.** A compensating indemnity shall not replace annual vacations.

**3.06.** The annual vacation pay is 4% of the employees' wages earned during the qualifying period and this indemnity is payable before the employee leaves on vacation.

**3.07.** The ladies' hairdresser who on 1 July has 5 years continuous service with his employer or in the same salon is entitled to a third week's annual vacation with pay, with vacation pay for this third week equal to 2% of his (her) wages earned during the qualifying period. This third week may be granted at any time during the period which extends from 1 July of the current year to 30 June of the following year.

### **4.00. Miscellaneous provisions**

**4.01. Special working hours :** Any hairdressing salon may give services outside of regular salon hours to a bride or groom and their parents on the wedding day, to persons confined to bed, to invalids and in case of death, to the defunct's spouse, father, mother, brother, sister or child.

However, in the cases governed by this section, prior notice shall be given to the parity committee.

**4.02.** The employer, the artisan and the employee appointed by the employer, are the only persons authorized to give services outside a salon.

**4.03.** Any temporary employee in Class A or B called to work by his employer receives a wage equal to at least 3 hours of work at his regular rate.

**4.04.** No employer may give an employee permission to rent any chair, equipment or space in a hairdressing salon in order to perform work governed by the professional jurisdiction of this Decree.

**4.05.** Any employee is entitled to at least one hour without pay for the noon meal, and to one hour without pay for the evening meal when work ends after 19 h.

**4.06. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays the qualified employee at least the minimum weekly

wage which he would receive under the Regulation respecting labour standards (c. N-1.1, r.3) or under any other further regulation which could amend or replace it.

### **5.00. Term of the Decree**

**5.01.** The Decree remains in force until 30 April 1975. It then renews itself automatically from year to year thereafter, unless one of the contracting parties gives written notice to the contrary to the Minister of Labour, Manpower and Income Security, and to any other contracting party during the month of March 1975, or the month of March of any subsequent year.

## **PART III PROVISIONS APPLYING TO ALL MEN'S HAIRDRESSERS**

### **6.00. Working hours**

**6.01.** The standard workweek for the permanent employee is 41 hours scheduled over 5 days from Tuesday through Saturday inclusively.

**6.02.** Hours worked over and above 41 hours each week constitute overtime.

### **7.00. Working hours**

**7.01.** Subject to section 4.01, no customer is admitted to a hairdressing salon in the following cases :

(a) on Sunday, Monday or during one of the days provided for in section 2.01 ;

(b) outside of the following opening hours :

#### **Zone I :**

i. Tuesdays, Wednesdays and Thursdays : from 8 h 30 to 17 h 30 ;

ii. Fridays : from 8 h 30 to 20 h 30 ;

iii. Saturdays : from 8 h to 13 h during the months of June, July and August ; and from 8 h to 16 h during the other months ;

#### **Zone II :**

i. Tuesdays, Wednesdays and Thursdays : from 9 h to 18 h ;

ii. Fridays : from 9 h to 21 h ;

iii. Saturdays : from 8 h to 16 h ;

iv. during the months of July and August : Thursdays : from 9 h to 20 h and, Saturdays : from 8 h to 13 h ;

### **Zone III :**

i. Tuesdays and Wednesdays : from 8 h 30 to 19 h ;

ii. Thursdays : from 8 h 30 to 20 h ;

iii. Fridays : from 8 h to 21 h ;

iv. Saturdays : from 8 h to 17 h.

**7.02.** (1) The Mondays preceding Christmas and New Year's Day are working days when Christmas falls on a Tuesday, Wednesday and Thursday.

(2) In Zone I, the closing time is 17 h 30 when 24 December falls on a Friday.

(3) In Zone III, opening hours are from 8 h 30 to 20 h 30 on 22 and 23 December and from 8 h to 17 h on 24 December.

**7.03.** Work may be completed after closing time for a customer who was in the salon before closing hours. However, such work governed by the Decree shall be terminated no later than 30 minutes after closing time.

### **8.00. Paid general holidays**

**8.01.** The permanent employee is entitled to one paid holiday during the 5 days which follow Thanksgiving Day.

### **9.00. Wages**

**9.01.** The permanent employee in Class A or B receives at least the following weekly wage : 88,15 \$ basic weekly wage, plus 60% of the weekly receipts of his work exceeding 111 \$ for the employee in Class A or exceeding 116 \$ for the employee in Class B.

**9.02.** (1) In Zones I and III, the temporary or supernumerary employee in Class A or B receives 60% of his work receipts. However, such wage cannot be inferior to 4 \$ per hour.

(2) In Zone II, the temporary or supernumerary employee in Class A or B receives at least 3,47 \$ for each hour worked.

**9.03.** In Zone II only, if there is an increase in the minimum basic weekly wage of permanent employees in Class A or B, the difference between this amount and the excess amounts from receipts used to calculate commissions shall remain at 23 \$ for employees in Class A and at 28 \$ for those in Class B.

**9.04.** The apprentice receives at least the following wage for standard hours :

**(a) Zones I and III :**

i. first year apprentice : 10 \$ plus a 45% commission on all his work receipts. However, this weekly wage shall not be inferior to the product of 2,75 \$ multiplied by the number of hours worked during the week ;

ii. second year apprentice : 10 \$ plus a 50% commission on all his work receipts. However, this weekly wage shall not be inferior to the product of 3 \$ multiplied by the number of hours worked during the week ;

iii. third year apprentice : 10 \$ plus a 55% commission on all his work receipts. However, this wage shall not be inferior to the product of 3,50 \$ multiplied by the number of hours worked during the week ;

**(b) Zone II :**

i. first year apprentice : 100 \$ per week, plus 40% on all receipts exceeding 200 \$ ;

ii. second year apprentice : 110 \$ per week, plus 45% on all receipts exceeding 210 \$ ;

iii. third year apprentice : 120 \$ per week, plus 50% on all receipts exceeding 220 \$.

**9.05.** The apprentice receives for each of the first 4 overtime hours worked during one week, at least the following wage per hour :

(a) 1<sup>st</sup> year of apprenticeship . . . . . 1,25 \$

(b) 2<sup>nd</sup> year of apprenticeship . . . . . 1,45

(c) 3<sup>rd</sup> year of apprenticeship . . . . . 1,60.

**9.06.** The apprentice receives, starting with the fifth overtime hours worked during one week, at least the following wage per hour :

(a) 1<sup>st</sup> year of apprenticeship . . . . . 1,88 \$

(b) 2<sup>nd</sup> year of apprenticeship . . . . . 2,18

(c) 3<sup>rd</sup> year of apprenticeship . . . . . 2,40.

**10.00. Prorata of apprentices**

**10.01.** In barbers and men's hairdressers parlour, there may be 1 apprentice to each certificated barber or men's hairdresser, but not more than 2 apprentices in the same parlour.

**11.00. Minimum prices for services**

**11.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to those listed for the services mentioned below :

(a) ordinary haircut for adults . . . . . 4,25 \$

(b) haircut for children 16 years and under . . . . . 2,75

(c) razor or scissor cut, shampoo and set, all included . . . . . 7,75

(d) shampoo and set . . . . . 5,50

(e) hair dyeing or colour rinse including shampoo and set . . . . . 15,00.

**PART IV  
PROVISIONS RESPECTING LADIES'  
HAIRDRESSERS**

**12.00. Working hours**

**12.01.** The standard workweek for the permanent employee in Class A or B and for the apprentice is 40 hours scheduled over 5 days, from Tuesday through Saturday inclusively.

**12.02.** Hours worked over and above 40 hours each week constitute overtime.

**12.03.** Any employee who works less than 35 hours per week is considered as a temporary or supernumerary employee.

**13.00. Working hours**

**13.01.** Subject to section 4.01 clients are not admitted to a salon in the following cases :

(a) Sundays, Mondays or during the days provided for in sections 2.01 and 2.03 ;

(b) outside of the following opening hours :

i. Tuesdays and Wednesdays : from 9 h to 17 h ;

ii. Thursdays : from 9 h to 19 h ;

iii. Fridays : from 9 h to 21 h ;

iv. Saturdays : from 8 h to 13 h during July and August ; from 8 h to 17 h during the other months in Zone II ;



v. Saturdays : from 8 h to 13 h during July and August ; from 8 h to 16 h during the other months in Zones I and III.

**13.02.** The Mondays which precede Christmas and New Year's Day are working days when Christmas falls on a Tuesday, Wednesday or Thursday. When 23 and 30 December fall on a day other than a Saturday or Sunday, working hours for salons are from 9 h to 21 h. When 24 and 31 December fall on a day other than a Sunday, working hours for salons are from 8 h to 17 h.

**13.03.** In the municipalities of Saint-Césaire, Rougemont and l'Ange-Gardien, working hours in salons on Saturdays may be changed on the following conditions :

- (a) no salon may open before 6 h ;
- (b) no salon may stay open after 13 h during the months of July and August, or after 16 h during all other months ;
- (c) working hours in each salon are continuous and shall not exceed 5 hours during the months of July and August, and 8 hours during all other months ; 1
- (d) the working hours chosen for each hairdressing salon shall be reported with prior notice to the parity committee, and the report shall mention the enforcement date ;
- (e) such working hours shall be effective for at least 12 months ;
- (f) different working hours may be chosen for various times of the year, as long as all the conditions of this section are observed.

#### **14.00. Wages**

**14.01.** The permanent employee in Class A or B receives at least the following weekly wage : the hourly rate of the Regulation respecting labour standards (c. N-1.1, r.3) or of any other further regulation which could amend or replace it, multiplied by the number of hours worked, plus a 35% commission on his work receipts, exceeding twice the basic wage he receives.

**14.02.** The supernumerary or temporary employee in Class A or B receives at least the following weekly wage : the hourly rate of the Regulation respecting labour standards or of any other further regulation which could amend or replace it, multiplied the number of hours

worked, plus a 35% commission on his work receipts, exceeding twice the basic wage he receives.

**14.03.** The apprentice receives at least, for standard hours, the following weekly wage :

- (a) first year of apprenticeship : the hourly rate of the Regulation respecting labour standards or of any other further regulation which could amend or replace it, multiplied by the number of hours worked, less 40 \$ per week ;
- (b) second year of apprenticeship : the hourly rate of the Regulation respecting labour standards or of any other further regulation which could amend or replace it, multiplied by the number of hours worked, less 20 \$ per week ;
- (c) third year of apprenticeship : the hourly rate of the Regulation respecting labour standards or of any other further regulation which could amend or replace it, multiplied by the number of hours worked.

#### **15.00. Minimum prices for services**

**15.01.** Professional employers, employers, artisans and employees shall demand from the public at least the following minimum prices for the services mentioned below :

- (a) haircut . . . . . 3,75 \$
- (b) permanent wave all inclusive . . . . . 13,75
- (c) set . . . . . 5,00
- (d) dye . . . . . 9,00
- (e) bleach . . . . . 10,00
- (f) set with hand dryer . . . . . 5,50
- (g) shampoo . . . . . 1,75.

#### **16.00. Prorata of apprentices**

**16.01.** In hairdressing parlours there may be :

- (a) 1 apprentice to each regular women's hairdresser ;
- (b) 2 apprentices to each regular women's hairdresser when the first apprentice has completed 2 years of apprenticeship.

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O.C. 1010-56, (1956) 88 O.G., 3256  
O.C. 194(F)-59, (1959) 91 O.G., 1395 and 1797  
O.C. 1428(C)-59, (1959) 91 O.G., 5663  
O.C. 22(E)-60, (1960) 92 O.G., 319  
O.C. 142(A)-60, (1960) 92 O.G., 802  
O.C. 1160(F)-60, (1960) 92 O.G., 3230  
O.C. 18(C)-61, (1961) 93 O.G., 149  
O.C. 2443(B)-61, (1962) 94 O.G., 312 and 1008  
O.C. 959(C)-62, (1962) 94 O.G., 3422  
O.C. 94(D)-63, (1963) 95 O.G., 665  
O.C. 794(B)-63, (1963) 95 O.G., 2520  
O.C. 1524(B)-63, (1963) 95 O.G., 4359  
O.C. 844(B)-65, (1965) 97 O.G., 2723  
O.C. 2110-67, (1967) 99 O.G., 5322  
O.C. 1375-69, (1969) 101 O.G., 2952  
O.C. 4408-71, (1971) 103 O.G., 67  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 3227-73, (1973) 105 O.G. II, 5407  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 2752-74, (1974) 106 O.G. II, 3747  
O.C. 4461-74, (1974) 106 O.G. II, 5281  
O.C. 4717-75, (1975) 107 O.G. II, 5599  
O.C. 3496-78, (1978) 110 G.O., 4535  
O.C. 148-79, (1979) 111 G.O., 583  
O.C. 254-80, (1980) 112 G.O. II, 917



c. D-2, r.21

## Decree respecting hairdressers in the Saint-Jean region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs de Saint-Jean et de la région ;*

and, on the other part :

*Le Syndicat national des employés coiffeurs, coiffeuses et barbiers de Saint-Jean et région (CSN) ;*

for the employers and the employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 7 May 1955 ;

WHEREAS the said petition has acquired a preponderant significance and importance for the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been raised against the approval of the said petition ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 7 May 1955.

## PART I GENERAL PROVISION

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISIONS APPLYING TO ALL THOSE GOVERNED

### 1.00. Territorial jurisdiction

1.01. The electoral districts mentioned in Parts III and IV are those as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

### 2.00. Hours of work

2.01. Standard working hours are 35 hours scheduled between the opening and closing times provided for in Parts III and IV.

2.02. Meal period : The employee is entitled to one hour off without pay for his noon meal and one hour off without pay for his evening meal when work ends at 20 h or later.

### 3.00. Annual vacation

3.01. Qualifying period : The qualifying period extends over a period of one year from the employment date to the said date the following year.

3.02. The employee who, on 1 June, has less than one year of continuous service with the same employer or in the same salon, is entitled to a continuous vacation whose duration is determined on the basis of one day for each month of service, the total duration not to exceed 2 weeks.

3.03. The employee who, on 1 June, has at least one year of continuous service with the same employer or in the same salon, is entitled to an annual vacation of 2 continuous weeks.

3.04. The employee who, on 1 June, has 5 years of continuous service with an employer is entitled to 3 weeks of

vacation. The vacation pay is equal to 6% of the employee's total wages earned during the qualifying period.

**3.05. Vacation pay :** The vacation pay for 2 weeks of vacation or less is 4% of the employee's total wages earned during the qualifying period and is payable before the employee leaves on vacation.

**3.06.** The employee who has 3 weeks of vacation may, upon agreement with his employer, take his third week at a period other than that determined in section 3.08.

**3.07. Severance pay :** When his work contract is cancelled, the employee receives the vacation pay acquired during the qualifying period preceding his departure, if not taken, plus any vacation pay owing to him for the period elapsed since the end of the qualifying period.

**3.08. Vacation period :** The annual vacation is granted in the period between 31 May and 1 August and the employer shall notify the employee at least 6 weeks prior to the date scheduled for his vacation.

**3.09. Compulsory vacation :** The employer shall not replace the annual vacation by a monetary compensation.

#### **4.00. Miscellaneous provisions**

**4.01. Bereavement leave :** The employee is entitled to 3 days' paid leave on the death of his father, mother, sister, brother, child or spouse.

**4.02. Notice of dismissal :** The employer who wishes to lay off an employee shall give him 7 days' written notice. Likewise, the employee who wishes to quit his employer's service shall give a written notice of the same duration.

**4.03. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays the skilled employee at least the minimum weekly wages he would normally receive under the Regulation respecting labour standards (c. N-1.1, r.3) or any other further regulation that could amend or replace it.

#### **5.00. Term of the Decree**

**5.01.** This Decree remains in force until 1 April 1976. It is then automatically renewed from year to year there-

after, unless one of the contracting parties gives written notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of February 1976 or February of any subsequent year.

### **PART III SPECIAL PROVISIONS RESPECTING MEN'S HAIRDRESSERS**

#### **6.00. Territorial jurisdiction**

**6.01.** The territorial jurisdiction of this Part includes the electoral districts of Saint-Jean, Iberville and Missisquoi and the cities of Laprairie, Saint-Rémi and Naperville, and the municipalities completely or partly comprised in the territory located within a 10-kilometre radius of their limits.

#### **7.00. Working hours**

**7.01.** No customer shall be admitted to a hairdressing salon in the following cases :

(a) Sunday, Monday, or on one of the general holidays provided for in sections 8.01 and 8.02 ;

(b) outside of the following schedule :

- i. Tuesday, Wednesday and Thursday : 9 h to 18 h ;
- ii. Friday : 9 h to 20 h ;
- iii. Saturday : 8 h to 17 h.

**7.02.** When Christmas Day and New Year's Day fall on a regular working day, salons may open on the Monday preceding each of these days and working hours are those for Tuesdays when these holidays fall on a Friday or Saturday ; in other cases, working hours are those provided for in sections 7.03 and 7.04.

**7.03.** When Christmas Eve and New Year's Eve are working days, working hours are from 8 h to 17 h.

**7.04.** On the 2 working days preceding Christmas Eve or New Year's Eve, working hours are from 8 h to 21 h.

**7.05. Work after closing hours :** Work required by a customer who entered the shop before closing time may be performed provided that such work does not exceed one hour following closing time.

**7.06. Exceptions :** A qualified hairdresser is allowed to work outside of the schedule provided for in this Division in the following cases :

(a) death : for the spouse, father, brothers and children of the deceased person ;

(b) in hospital centres, orphanages, jails and for sick persons at home.

### **8.00. General holiday with pay**

**8.01.** Except for the temporary employee, the following holidays are paid holidays when they fall on a day included in the regular workweek : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Christmas Day and 26 December.

**8.02.** For all employees, St. John the Baptist's Day is a paid holiday, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**8.03.** When a general holiday with pay falls during an employee's annual vacation, he has an extra holiday added at the end of his vacation.

**8.04.** When a general holiday falls on a day not included in the regular workweek, the employer replaces this holiday by a holiday with pay within the 30 working days following the holiday. This holiday with pay may be granted at another date upon agreement between employer and employee.

### **9.00. Wages**

**9.01.** All employee receives at least the following wage :

(1) For the regular workweek, the permanent employee in Class A or B receives 10 \$ plus a 60% commission on all receipts of his work. However, this weekly wage shall not be less than the product of 4 \$ multiplied by the number of hours worked during the week.

(2) The temporary, supernumerary or substitute employee in Class A or B receives 60% of the receipts of his work. However, this wage shall not be less than 4 \$ per hour.

(3) For the regular workweek, the apprentice receives the following wage :

(a) apprentice, first year of apprenticeship : 10 \$ plus a 45% commission on all the receipts of his work. However, this weekly wage shall not be less than the product of

2,75 \$ multiplied by the number of hours worked during the week ;

(b) apprentice, second year of apprenticeship : 10 \$ plus a 50% commission on all the receipts of his work. However, this weekly wage shall not be less than the product of 3 \$ multiplied by the number of hours worked during the week ;

(c) apprentice, third year of apprenticeship : 10 \$ plus a 55% commission on all the receipts of his work. However, this weekly wage shall not be less than the product of 3,50 \$ multiplied by the number of hours worked during the week.

**9.02.** The temporary, supernumerary or substitute qualified employee whose services shall not be retained for less than 2 consecutive workdays, shall be available to work the said consecutive days.

### **10.00. Minimum prices for services**

**10.01.** Professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below :

(a) haircut . . . . .	4,25 \$
(b) razor or sculpted cut, including shampoo and set . . . . .	7,75
(c) shampoo and set . . . . .	5,50
(d) hair dyeing . . . . .	9,50
(e) permanent wave (haircut and set) . .	15,50.

### **11.00. Number of apprentices**

**11.01.** The number of apprentices in any salon shall not exceed the following limits : 1 apprentice in a salon where 1 Class A men's hairdresser works regularly ; 2 apprentices in a salon where 4 Class A or B men's hairdressers regularly work.

## **PART IV SPECIAL PROVISIONS RESPECTING LADIES' HAIRDRESSERS**

### **12.00. Territorial jurisdiction**

**12.01.** The territorial jurisdiction of this Part of the Decree comprises :

(a) the electoral districts of Saint-Jean, Iberville, Misisquoi and Brome ;

(b) the cities of Laprairie, Saint-Rémi and Napierville and the territory comprised within a 10-kilometre radius of their limits, except for the city of Brossard.

### **13.00. General holidays with pay**

**13.01.** The following holidays are holidays with pay : New Year's Day, 2 January, Easter Monday, 24 June, 1 July, Labour Day, Christmas Day and 26 December.

**13.02.** When a general holiday with pay falls during an employee's annual vacation, he is entitled to an extra day at the end of this period.

### **14.00. Working hours**

**14.01.** No hairdressing may be performed in the following cases :

(a) Sunday, Monday or during one of the holidays provided for in section 13.01 ;

(b) outside of the following working hours :

- i. Tuesday and Wednesday : 9 h to 19 h ;
- ii. Thursday : 9 h to 20 h ;
- iii. Friday : 9 h to 21 h ;
- iv. Saturday : 8 h to 17 h.

**14.02.** When Christmas Day and New Year's Day fall on a regular working day, salons may open on the Monday preceding each of these days and working hours are those for Tuesdays when they fall on a Friday or a Saturday ; in other cases, they are those provided for in sections 14.03 and 14.04.

**14.03.** When Christmas Eve and New Year's Eve are working days, working hours are from 8 h to 18 h.

**14.04.** On the 2 working days which precede Christmas Eve and New Year's Eve, working hours are from 8 h to 21 h.

**14.05. Home work :** Any home work is strictly forbidden.

**14.06. Exceptions :** A skilled hairdresser is allowed to give services outside the hours mentioned in this Division in the following cases :

(a) services rendered to sick persons in hospital centres ;

(b) services rendered to deceased persons ;

(c) weddings : the bride ;

(d) death : to the spouse, mother, sisters and children of the deceased.

### **15.00. Wages**

**15.01.** For the purposes of this Division, the term "Regulation rate" means the rate determined for skilled employees 18 years of age and over, during the hours of the standard week under the Regulation respecting labour standards (c. N-1.1, r.3), or under any other further regulation that could amend or replace it.

**15.02.** For the hours of the standard workweek, the permanent employee in Class A or B receives at least :

(a) a basic weekly wage equal to the product of 4 \$ multiplied by the number of hours worked ;

(b) a variable commission on the weekly receipts of his work exceeding twice his basic salary and established as follows :

<i>Receipts</i>	<i>Pourcentage</i>
000 \$ to 250 \$	25%
251 to 300	30%
301 to 400	40%
401 and more	45%.

**15.03.** For each hour worked, the manicurist receives at least 4 \$ and the apprentice-manicurist receives at least 2 \$.

**15.04.** The temporary, supernumerary or substitute employee receives a minimum wage equal to 40% of the receipts of his work and such wage shall not be lower than 4 \$ per hour worked.

**15.05.** For the hours in the standard week, the apprentice receives a basic weekly wage that shall not be lower than :

(a) first year of apprenticeship : the product of 2 \$ multiplied by the number of hours worked ;

(b) second year of apprenticeship : the product of 2,50 \$ multiplied by the number of hours worked ;

(c) third year of apprenticeship : the product of 3 \$ multiplied by the number of hours worked.

**15.06.** An apprentice ladies' hairdresser in his second or third year, when he is assigned to only one customer, receives, in addition to his basic weekly wage, a commission on the receipts of his work calculated accord-

ing to paragraph *b* of section 15.02, provided that a commission is not payable to another employee for services rendered to the said customer.

# **16.00. Minimum prices for services**

**16.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following prices for the services mentioned below :

- (a) haircut . . . . . 3,75 \$
- (b) shampoo . . . . . 1,75
- (c) set . . . . . 5,50
- (d) set with dryer and curling iron . . . . . 5,50
- (e) permanent wave (haircut and set) . . . . . 15,50
- (f) dyeing . . . . . 8,75
- (g) bleaching . . . . . 10,00.

# **17.00. Prorata of apprentices**

**17.01.** In a ladies' hairdressing parlour, the number of apprentices may exceed by one that of qualified employees (journeymen) working regularly in the establishment.

O.C. 666-55, (1955) 87 O.G., 2085  
O.C. 839(B)-56, (1956) 88 O.G., 2741  
O.C. 1082(B)-56, (1956) 88 O.G., 3588  
O.C. 1206(I)-57, (1957) 89 O.G., 4724  
O.C. 589(F)-58, (1958) 90 O.G., 2138  
O.C. 728(D)-59, (1959) 91 O.G., 3171  
O.C. 930(B)-61, (1961) 93 O.G., 1929  
O.C. 1268(C)-61, (1961) 93 O.G., 2541  
O.C. 1783(A)-61, (1961) 93 O.G., 3837  
O.C. 959(E)-62, (1962) 94 O.G., 3422  
O.C. 1156(A)-62, (1962) 94 O.G., 4126  
O.C. 2122(D)-62, (1962) 94 O.G., 6412  
O.C. 1412(D)-63, (1963) 95 O.G., 4150  
O.C. 1153(D)-64, (1964) 96 O.G., 3341  
O.C. 2447(B)-64, (1965) 97 O.G., 81  
O.C. 1075(C)-65, (1965) 97 O.G., 3250  
O.C. 973(A)-66, (1966) 98 O.G., 3100  
O.C. 2366-66, (1966) 98 O.G., 6368  
O.C. 2404-68, (1968) 100 O.G., 4435  
O.C. 3927-70, (1970) 102 O.G., 6428  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 3227-73, (1973) 105 O.G.II, 5407  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 3110-75, (1975) 107 O.G.II, 4485  
O.C. 1559-77, (1977) 109 O.G.II, 2397 and 3180  
O.C. 2198-77, (1977) 109 O.G.II, 3583  
O.C. 3949-78, (1979) 111 G.O., 437  
O.C. 148-79, (1979) 111 G.O., 583



c. D-2, r.22

## Decree respecting hairdressers in the Sherbrooke region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des coiffeurs pour hommes du district de Saint-François ;*

*L'Association patronale de la coiffure du district de Saint-François ;*

and, on the other part :

*L'Association des coiffeurs salariés de l'Estrie ;*

for the employers and the employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 20 September 1952 ;

WHEREAS the said agreement has acquired a preponderant significance and importance towards the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notice ;

WHEREAS the objections raised have been duly considered, as required by the Act ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 20 September 1952.

### PART I GENERAL PROVISION

#### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree, as Part I, as if it were quoted in its entirety (sections 1 through 69).

### PART II PROVISIONS APPLYING TO ALL TRADES GOVERNED

#### 1.00. Paid general holidays

1.01. The following days are paid general holidays : New Year's Day, 2 January, St. John the Baptist's Day, Canada Day, Christmas, 26 December and Tuesday following Easter, Labour Day and Thanksgiving Day.

1.02. When a general holiday occurs on a Sunday or Monday, it is taken on the following Tuesday.

1.03. The employee does not receive a lower weekly wage because of a general holiday under this Division.

#### 2.00. Working hours

2.01. **Lunch period :** The employee may ask for up to one hour without pay for the noon meal and for the evening meal when he works after 19 h. Hours taken as lunch periods are not included in the standard workweek.

2.02. **Higher wages :** The employer or professional employer may never reduce the wages of an employee receiving more than the minimum wages hereafter mentioned.

#### 3.00. Annual vacation with pay

3.01. Any employee is entitled to one day of vacation for each month of service, the said vacation not to exceed 2 weeks. Such vacation pay is equal to 4% of the employee's earnings during the preceding year.

3.02. Any qualified employee who has worked for 5 consecutive years in Class A or Class B is entitled to 3 weeks annual vacation with pay equal to 6% of his earnings during the preceding year. When he has worked for 10 consecutive years, he is entitled to 4 weeks of annual vacation with pay equal to 8% of his earnings during the preceding year.



**3.03.** For the purposes of computing vacations, the service year begins on 1 January and ends on 31 December.

**3.04. Sick leave :** On 1 May, each year, any permanent employee who has one year of service with his employer is granted 3 days sick leave, without loss of his basic wages. Before 15 May of each year, the employer pays to each employee, for each unused day of sick leave, a compensation equal to 1/5 of his basic weekly wage.

However, any employer who granted his employee a group insurance offering benefits equal to or higher than those provided for in this section, is exempted from paying the compensation provided.

**3.05.** The employer may set the vacation dates but he must notify the employee thereof at least 30 days beforehand.

#### **4.00. General provisions**

**4.01. Notice :** Every employer wishing to dismiss an employee must give the 'latter 7 days' notice if the employee has at least 2 weeks' service. The employee shall give his employer an identical notice, should he wish to quit his job.

The said notice is given in writing and shall mention the date ; moreover, a copy of the said notice is immediately sent to the parity committee by the party who wishes to terminate the service contract.

In application of this section any employee who was not given a notice is entitled to a compensation representing one week's wages.

**4.02. Uniforms :** Where special uniforms are required, they are supplied and cleaned at the employer's expense.

**4.03.** An employer may rent part of the chairs, equipment or area in a hairdressing shop in order to ply a trade under the professional jurisdiction of this Decree only to an employee holding a Class A or Class B certificate.

**4.04.** The expression "Regulation rate" means the minimum rate applicable to an employee 18 years and over during the hours of standard week according to the Regulation respecting labour standards (c. N-1.1, r.3) or any other further regulation which could amend or replace it.

### **PART III SPECIAL PROVISIONS CONCERNING MEN'S HAIRDRESSERS**

#### **5.00. Territorial jurisdiction**

**5.01.** The territorial jurisdiction of this Part of the Decree comprises the electoral districts of Sherbrooke, Richmond, Stanstead, Compton, Wolfe and Frontenac as described in the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

#### **6.00. Minimum wages**

**6.01.** The employee is paid at least the following wage :

(a) Class A permanent employee : the rate of the Regulation plus 20% for each hour worked, or 60% of his weekly work receipts, if the latter is more favourable to the employee ;

(b) Class B permanent employee : the rate of the Regulation plus 15% for each hour worked, or 55% of his weekly receipts, if the latter is more favourable to the employee ;

(c) temporary, supernumerary or substitute Class A or B employee : the rate of the Regulation for each hour worked or 50% of his weekly work receipts, if the latter is more favourable to the employee ;

(d) first year apprentice : the rate of the Regulation for each hour worked, and in addition, 10% of his weekly work receipts exceeding an amount equal to twice his basic wage ;

(e) second year apprentice : the rate of the Regulation plus 5% for each hour worked, and in addition, 15% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(f) third year apprentice : the rate of the Regulation plus 10% for each hour worked, and in addition, 20% of his weekly work receipts in excess of an amount equal to twice his basic wage.

#### **7.00. Workweek**

**7.01.** (1) The standard workweek of a permanent employee in Class A and B and of the apprentice shall be 44 hours scheduled over 5 days, from Tuesday to Saturday inclusively.

(2) No work shall be done in a men's hairdressing shop in the following cases :

(a) on Sundays, Mondays and on the general holidays provided in Division 1.00 ;

(b) outside of the following standard schedule :

- i. Tuesdays and Wednesdays : 8 h 30 to 18 h ;
- ii. Thursdays and Fridays : 8 h 30 to 21 h ;
- iii. Saturdays : 8 h 30 to 16 h.

(3) Moreover, a customer may be served after opening hours, provided he entered the shop before closing time. However, any work coming under the professional jurisdiction of the said Decree shall end at the latest one hour after the standard working hours determined in this Decree.

### **7.02. Exceptions :**

(1) Mondays before Christmas and New Year's Day are workdays when Christmas falls on Tuesday, Wednesday or Thursday.

(2) When 24 and 31 December fall on a day other than Sunday, opening hours are from 8 h to 17 h.

(3) When 23 and 30 December fall on a Monday, Tuesday, Wednesday or Thursday and these are workdays, opening hours are from 8 h 30 to 21 h.

(4) In the period between 17 to 22 December, working hours are from 8 h 30 to 20 h, if Monday, Tuesday, Wednesday or Thursday are workdays.

### **8.00. Minimum prices for services**

**8.01.** Professional employers, employers, artisans and employees shall ask their customers for the following minimum prices for their services, even when work is done on a wig or hair-piece :

- (a) regular haircut for adults . . . . . 3,75 \$
- (b) regular haircut for children . . . . . 2,50
- (c) razor cut including shampoo and set . . . . . 7,00
- (d) colour or colour rinse including shampoo and set . . . . . 12,00
- (e) set including shampoo . . . . . 5,00
- (f) permanent wave . . . . . 20,00.

### **9.00. Prorata of apprentices**

**9.01.** In any men's hairdressing salon, it is permissible to have 1 apprentice for each qualified men's hairdresser, with a maximum of 2 apprentices per salon.

### **10.00. Annual vacation with pay**

**10.01.** The employee hired before 1 January 1977, is entitled to a 3 week-annual vacation at a time fixed 30 days in advance between himself and his employer. The holiday pay is 6% of his earnings and such amount shall be paid before his departure on vacation.

## **PART IV SPECIAL PROVISIONS CONCERNING LADIES' HAIRDRESSERS**

### **11.00. Territorial jurisdiction**

**11.01.** The territorial jurisdiction of this Part of the Decree comprises the electoral districts of Sherbrooke, Richmond, Stanstead, Compton, Wolfe and Frontenac as described in the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

**11.02.** For the purposes of enforcement, this territorial jurisdiction is divided as follows :

(a) **Zone A** : the electoral districts of Sherbrooke, Richmond, Compton, Wolfe and Stanstead, except the territory comprised in Zone B ;

(b) **Zone B** : the electoral district of Frontenac and the municipalities of Rock Island, Beebe Plain, Stanstead and a radius of 8,046 kilometers (5 miles) of their limits.

### **12.00. Minimum wages**

**12.01.** The employee is paid at least the following wages :

(a) Class A permanent employee : the rate of the Regulation plus 10% for each hour worked and in addition, 30% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(b) Class B permanent employee : the rate of the Regulation plus 5% for each hour worked and in addition, 25% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(c) temporary, supernumerary or substitute employee : the rate of the Regulation for each hour worked and in addition, 25% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(d) first year apprentice : the rate of the Regulation less 20% for each hour worked and in addition, 5% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(e) second year apprentice : the rate of the Regulation less 10% for each hour worked and in addition, 10% of his weekly work receipts in excess of an amount equal to twice his basic wage ;

(f) third year apprentice : the rate of the Regulation for each hour worked and in addition, 20% of his weekly work receipts in excess of an amount equal to twice his basic wage.

### **13.00. Workweek**

**13.01.** The normal workweek of the permanent employee of Classes A and B and of the apprentice is 40 hours scheduled over a period of 5 days according to this Division.

### **13.02. Working hours for Zone A :**

(1) No work is done in a ladies' hairdressing salon in the following cases :

(a) on Sunday, Monday or during one of the general holidays provided in Division 1.00 ;

(b) outside of the following standard schedule :

- i. Tuesdays and Thursdays : from 9 h to 18 h ;
- ii. Wednesdays and Fridays : from 9 h to 22 h ;
- iii. Saturdays : from 8 h to 17 h 30 ;
- iv. on days preceding general holidays from : 9 h to 22 h.

(2) However, any work begun during the working hours mentioned in subsection 1 may be finished, providing such overtime does not exceed 1/2 hour.

### **13.03. Exceptions for Zone A :**

(1) Mondays preceding Christmas and New Year's Day are working days if Christmas falls on Tuesday, Wednesday or Thursday.

(2) There is no time limit for working days between 17 and 30 December inclusively, except for Saturdays preceding Christmas and New Year's Day and also the eve of these 2 holidays where work shall stop at 18 h.

(3) During the week preceding Easter, working hours shall be as follows :

(a) Monday : closed ;

(b) Tuesday : from 9 h to 18 h ;

(c) Wednesday, Thursday and Friday : from 9 h, without a time limit for ending work ;

(d) Saturday : from 8 h to 18 h.

### **13.04. Working hours for Zone B :**

(1) No work is done in a ladies' hairdressing salon in the following cases :

(a) on Sundays, Mondays or the general holidays provided in Division 1.00 ;

(b) outside of the following regular schedule :

- i. Tuesdays and Wednesdays : from 8 h to 19 h ;
- ii. Thursdays : from 8 h to 21 h ;
- iii. Fridays : from 8 h without a time limit ;
- iv. Saturdays : from 7 h to 13 h.

(2) However, any work begun during the working hours mentioned in subsection 1 may be extended for one additional hour on Tuesdays, Wednesdays, Thursdays, and for 2 hours on Saturdays.

### **13.05. Exceptions for Zone B :**

(1) Mondays preceding Christmas and New Year's Day are working days if Christmas falls on a Tuesday, Wednesday or Thursday.

(2) There is no time limit for working days between 15 December and 5 January inclusively, except for Sundays and general holidays as well as Christmas and New Year's eve where work shall stop at 18 h.

(3) When a general holiday falls on a Friday or Saturday, there shall be a compensating holiday on the following Tuesday.

(4) There is no time limit for ending work during the period beginning 2 weeks before Easter and ending on 1 June and including Good Friday, notwithstanding the provisions of Division 1.00.

**13.06. Emergency work :** Any emergency work done in cases of sickness, a wedding or death, may be performed outside of the standard working hours. Proof of such emergency rests with the employer and he shall immediately notify the parity committee by phone or other means to this effect.

### **14.00. Minimum prices for services**

**14.01.** Employers, professional employers, artisans and employees shall ask their customers for the following minimum prices for the services listed below, even when the work is done on a wig or half-piece :

*Zone A  
and Zone B*

(a) permanent wave including shampoo and cut .....	12,50 \$
(b) adults or children scissor or razor haircut .....	3,00
(c) set .....	4,00
(d) colour .....	10,00
(e) colour touch-up and oxidizing colour shampoo (set not included) .....	8,00
(f) non-oxidizing colouring shampoo (set not included) .....	6,25
(g) bleaching (set not included) .....	9,25
(h) bleach touch-up (set not included) .	7,50
(i) shampoo .....	1,50.

**15.00. Prorata of apprentices**

**15.01.** In hairdressing parlours, there shall not be more than one apprentice per competent hairdresser, with a maximum of 5. However, a hairdressing parlor having only one competent hairdresser with a qualification certificate and one apprentice, the employer is authorized to take a second apprentice as soon as its first one has completed 24 months of apprenticeship.

**16.00. Term of the Decree**

**16.01.** This Decree remains in force until 31 December 1978. It is then renewed automatically from year to year thereafter, unless one of the contracting parties gives written notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of November of 1978 or of any year thereafter.

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O.C. 255-53, (1953) 85 O.G., 1140  
O.C. 499(A)-54, (1954) 86 O.G., 1715  
O.C. 197(E)-55, (1955) 87 O.G., 906 and 1116  
O.C. 665(D)-55, (1955) 87 O.G., 2081  
O.C. 491(I)-56, (1956) 88 O.G., 1672  
O.C. 43(G)-57, (1957) 89 O.G., 410  
O.C. 134(E)-58, (1958) 90 O.G., 981  
O.C. 529(A)-58, (1958) 90 O.G., 1876  
O.C. 1014(D)-58, (1958) 90 O.G., 3553  
O.C. 521(A)-59, (1959) 91 O.G., 2384  
O.C. 748(B)-59, (1959) 91 O.G., 3263  
O.C. 22(D)-60, (1960) 92 O.G., 316  
O.C. 2337(B)-60, (1961) 93 O.G., 36  
O.C. 388(G)-62, (1962) 94 O.G., 1654  
O.C. 1290(B)-62, (1962) 94 O.G., 4278  
O.C. 1003(B)-63, (1963) 95 O.G., 3270  
O.C. 1375(D)-64, (1964) 96 O.G., 3905  
O.C. 1245-66, (1966) 98 O.G., 4308  
O.C. 1521-66, (1966) 98 O.G., 4993  
O.C. 2434-66, (1966) 98 O.G., 6479  
O.C. 2174-68, (1968) 100 O.G., 4134  
O.C. 1477-70, (1970) 102 O.G., 2237  
O.C. 2686-70, (1970) 102 O.G., 4160  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 3227-73, (1973) 105 O.G.II, 5407  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 1802-74, (1974) 106 O.G.II, 2881  
O.C. 4463-74, (1974) 106 O.G.II, 5283  
O.C. 2089-77, (1977) 109 O.G.II, 3439



c. D-2, r.23

## Decree respecting hairdressers in the Trois-Rivières region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties listed below have petitioned the minister of Labour, Manpower and Income Security to make binding the collective labour agreement entered into between :

on the one part :

*L'Association patronale des barbiers et coiffeurs, district des Trois-Rivières Inc. ;*

*L'Association patronale catholique des coiffeurs de la Mauricie Inc. ;*

and, on the other part :

*Le Syndicat des employés barbiers, coiffeurs et coiffeuses de Trois-Rivières et district ;*

for the employers, artisans and employees in the trades concerned, according to the conditions outlined in the *Québec Official Gazette* of 6 July 1968 ;

WHEREAS the said agreement has acquired preponderant significance and importance for the establishment of working conditions in the trades concerned and in the territorial jurisdiction specified in the said petition ;

WHEREAS the Act dealing with the publication of notices was duly observed ;

WHEREAS, in compliance with the Act, the objection brought forth was duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions replacing those described in the *Québec Official Gazette* of 6 July 1968.

### PART I GENERAL PROVISION

#### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree as Part I, as if it were quoted in its entirety (sections 1 through 69).

### PART II PROVISIONS GOVERNING ALL TRADES CONCERNED

#### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of this Decree comprises the electoral districts of Maskinongé, Saint-Maurice, Laviolette, Champlain, Trois-Rivières and Nicolet, as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4) and all municipalities partly included within this territory.

1.02. The territorial jurisdiction is divided into 2 zones as follows :

(a) **Zone I** : the cities of Trois-Rivières, Cap-de-la-Madeleine, Shawinigan, Grand-Mère, the towns of Shawinigan Sud, Trois-Rivières Ouest, La Tuque and Nicolet, the municipalities of Parent, Sainte-Flore, Saint-Georges, Lac-à-la-Tortue, Shawinigan-Nord, Shawinigan Est, Grand-Mère Est, Mission Sainte-Thérèse and Saint-Michel-des-Vieilles-Forges and the territory comprised within a radius of 8,0465 kilometres (5 miles) of their limits and all municipalities partly included within this territory ;

(b) **Zone II** : the remainder of the territorial jurisdiction.

#### 2.00. General holidays with pay

2.01. (1) If they fall on a regular working day, general holidays with pay are as follows : New Year's Day, 2 January, Easter Tuesday, St. John the Baptist's Day, 1 July, the day after Labour Day, the day after Thanksgiving Day, Christmas Day and 26 December. The employer grants one day off with pay to replace any of these holidays falling during the weekly time off. This day off is granted on a day chosen by the employer within the 30 working days following the holiday or on any other day established after agreement between the employer and the employee.

(2) If St. John the Baptist's Day and 1 July fall on a Sunday or a Monday, these holidays are postponed to the following Tuesday.

(3) If a general holiday with pay falls within an employee's annual vacation period, he is entitled to one extra day off with pay at the end of his vacation period.

(4) In the event of the death of his spouse, father, mother, child, brother or sister, the employee is entitled to 2 workdays of leave, in the same week, when the death occurs on a workday.

### **3.00. Meal time**

**3.01.** Employees are entitled to one hour for their noon meal and one hour for their evening meal whenever work extends beyond 19 h.

### **4.00. Annual vacation with pay**

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

**4.02.** Any employee covered by this Decree who, on 31 December of each year, has one year or more of continuous service with his employer or in the same salon, is entitled to at least 2 weeks' vacation with pay. Vacation pay equals 4% of wages and commissions earned during the qualifying period.

**4.03.** The employee who, on 31 December, has less than one year's service, is entitled to one day's vacation with pay for each month of continuous service with his employer or in the same salon, up to a maximum of 2 weeks. Vacation pay equals 4% of wages and commissions earned during the qualifying period.

**4.04.** The qualified employee who has 5 years' continuous service with the same employer or in the same salon on 31 December of the preceding year, including the time spent as an apprentice, is entitled to 3 weeks' vacation and to a vacation pay equal to 6% of wages and commissions earned, including vacation pay, earned during the qualifying period.

**4.05.** Subject to Division 15.00, the first 2 weeks of annual vacation are taken continuously or in separate weeks between May and October, unless the employer and employee agree otherwise and the parity committee is advised accordingly. The employer notifies the employee as to his vacation dates at least one month beforehand.

**4.06.** Subject to Division 15.00, the third week's vacation is granted between 1 May and 1 November, unless there is an agreement between the employer and the employee concerned for a period other than that mentioned above, but without exceeding the following 30 April. The vacation may be taken continuously or separated and the employer may, upon the consent of the employee, count as vacation absences due to sickness or other reasons.

**4.07.** Every employee shall be given the vacation pay owing to him before leaving on vacation or upon termination of his labour contract.

### **5.00. Social security**

**5.01.** Employers shall pay each employee the amount of 2 \$ per month for life and salary insurance.

### **6.00. Better working conditions**

**6.01.** Should an employer grant his employees general working conditions and benefits that are more advantageous than those stipulated in this Decree, such conditions and benefits shall not be changed throughout the term of this Decree.

### **7.00. Notice**

**7.01.** Should an employer wish to dispense with the services of an employee who has been in his service for more than 8 days, he shall give such employee and the parity committee at least one week' notice.

### **8.00. Work permissible outside salons**

**8.01.** Any men's or ladies' hairdresser may enter into a private agreement with a religious community, a sanatorium, a hospital centre, an old age home or boarding school. Such agreement may stipulate rates that are lower than those herein set forth, provided that such work be carried out during the standard working hours stipulated herein, in the institutions concerned, and never in a salon.

**8.02.** All work covered by this Decree is allowed all day Monday in a religious community, a sanatorium, a hospital centre, an old age home or boarding school, at the rates set forth in this Decree.

### PART III SPECIAL PROVISIONS GOVERNING MEN'S HAIRDRESSERS

#### **9.00. Working hours**

**9.01.** The standard workweek for permanent employees in Class A and B and for apprentices is 42 hours. One hour off is granted for the noon meal and the evening meal when closing hour is 21 h.

#### **10.00. Opening hours**

**10.01.** No customer is admitted to a hairdressing salon in the following cases :

(a) on Sunday, Monday or during one of the holidays mentioned in Division 2.00 ;

(b) outside of the following opening hours :

##### **Zone I :**

- i. on Tuesdays, Wednesdays and Thursdays : from 8 h 30 to 17 h 30 ;
- ii. on Fridays : from 8 h 30 to 21 h ;
- iii. on Saturdays : from 8 h 30 to 17 h ;

##### **Zone II :**

- i. on Tuesdays, Wednesdays and Thursdays : from 9 h to 18 h ;
- ii. on Fridays : from 9 h to 21 h ;
- iii. on Saturdays : from 8 h to 17 h.

#### **10.02. Exceptions for Zone I :**

(1) Subject to section 10.03, work shall stop at 15 h on Saturdays, in men's hairdressing salons in La Tuque.

(2) Only the services requested by customers who were seated in the hairdresser's chair before the closing hours stipulated in this Division may be performed.

#### **10.03. Exceptions for Zone I and II :**

(1) When Christmas falls on a Sunday, salons may open until 21 h on 22 December, but they shall close the following 3 and 4 January.

(2) When Christmas falls on a Monday, salons may open until 21 h on 21 December, but they shall close on the following 3 January.

(3) When Christmas falls on a Tuesday, salons may open until 21 h on 20 December and until 17 h on 24 and 31 December ; salon opening hours on 24 and 31 Decem-

ber are the same as those usually provided for Wednesdays.

(4) When Christmas falls on a Wednesday, salons may open until 21 h on 23 December and until 17 h on 24, 30 and 31 December ; salon opening hours on 23 and 30 December are the same as those usually provided for Tuesdays.

(5) When Christmas falls on a Thursday, salons may open until 21 h on 22 and 23 December and until 17 h on 24 and 31 December ; salons may open on 30 December during the same hours as those usually provided for Tuesdays, and salon opening hours on 22 December are the same as those usually provided for Tuesdays.

(6) When Christmas falls on a Friday, salons may open until 17 h on 21, 24, 28 and 31 December and until 21 h on 22 and 23 December ; salon opening hours on 21 and 28 December are the same as those usually provided for Tuesdays.

(7) When Christmas falls on a Saturday, salons may open until 17 h on 20, 24, 27 and 31 December but they shall close on the following 4 January ; salon opening hours on 20 and 27 December are the same as those usually provided for Tuesdays.

**10.04.** Work shall not begin before hours mentioned in this Division. However, in cases of wedding or death, services may be performed at any time for the relatives, father, mother, brothers and sisters.

#### **11.00. Minimum wages**

**11.01.** In Zones I and II, the weekly minimum wage rates for men's hairdressers are as follows :

(a) regular men's hairdresser, Class A or B : 140 \$ basic wage plus 65% on the receipts exceeding 200 \$.

However, the employee shall in no case receive a wage lower than that found in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it ;

(b) men's hairdresser, Class A or B, temporary, supernumerary or substitute employee : 65% on all the receipts of his work. However, the employee shall in no case receive a wage lower than that found in the Regulation respecting labour standards or in any other further regulation which could amend or replace it ;

(c) i. apprentice, first year : the apprentice receives a wage equal or superior to 2,25 \$ an hour ;

ii. apprentice, second year : 45% of all his work receipts. Nevertheless, the apprentice receives a wage equal or superior to 2,50 \$ an hour ;

iii. apprentice, third year : 55% of all his work receipts. Nevertheless, the apprentice receives a wage equal or superior to 2,75 \$ an hour ;

## **12.00. Social security**

**12.01.** Every employer pays 2 \$ per month to every employee as social security.

**12.02.** However, an employer already paying for a social security plan has not to pay the amount provided for in section 12.01 on condition that the said plan costs him at least 2 \$ per month for every employee.

## **13.00. Minimum prices for services**

**13.01.** Professional employers, employers, artisans and employees shall charge the following minimum prices for the services listed below :

	<i>Zone I</i>	<i>Zone II</i>
(a) ordinary haircut . . . . .	4,75 \$	4,75 \$
(b) haircut, children 16 years and under . . . . .	3,00	3,00
(c) haircut, including shampoo and set . . . . .	8,25	7,75
(d) shampoo and set . . . . .	5,25	5,00
(e) hair dyeing . . . . .	10,00	10,00
(f) permanent wave . . . . .	17,00	17,00.

## **14.00. Ratio of apprentices**

**14.01.** There may be no more than one apprentice for each hairdresser Class A in men's hairdressing salons, up to a maximum of 3 apprentices.

## **15.00. Annual vacation period**

**15.01. Men's hairdressers, La Tuque :** The annual vacation period runs from the second full week in July to the

fourth full week in July inclusively. La Tuque is divided into 2 sections, as follows :

(a) east side of Saint-Antoine Street ;

(b) west side of Saint-Antoine Street.

Each section shall close its salons for one week with one week intervening between each vacation week ; each section's vacation week shall be rotated annually.

At least one month beforehand, the parity committee forwards cards showing the annual vacation dates of each of the sections mentioned in the first paragraph to employers having employees in their service, to employers and to artisans.

**15.02.** The last full week of July is a nonworking week for all men's hairdressers of the towns of Louiseville, Maskinongé, Yamachiche, St. Justin and it is considered as annual vacation with pay.

## **PART IV SPECIAL PROVISIONS GOVERNING LADIES' HAIRDRESSERS**

### **16.00. Hours of work**

**16.01.** Opening hours for ladies' hairdressing salons are as follows :

(a) Monday : non-working day ;

(b) Tuesday : from 9 h to 18 h ;

(c) Wednesday : from 9 h to 21 h ;

(d) Thursday : from 9 h to 18 h ;

(e) Friday : from 9 h to 21 h ;

(f) Saturday : from 8 h to 15 h.

**16.02. Standard workweek :** The standard workweek for regular employees is 42 hours scheduled during the opening hours mentioned in section 16.01 ; one hour off is granted for the noon meal and the evening meal when the closing hour is 20 h or later.

**16.03.** On the 2 working days preceding 24 and 31 December, opening hours are 8 h to 21 h. On 24 and 31 December, opening hours are 8 h to 18 h except when they fall on a Sunday.

**16.04. Work after closing time :** Work requested by a customer and begun before closing time may be performed after closing time provided that such work does not exceed half an hour after closing time.



## 17.00. Minimum wages

**17.01.** The weekly minimum wage rates for ladies' hairdressers are as follows :

(a) regular ladies' hairdresser, Class A or B : the hourly rate provided for an employee 18 years of age or more in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it, plus a commission on his work receipts calculated as follows : 40% commission on work receipts exceeding double the hourly rate multiplied by the number of hours worked during the week ;

(b) the manicurist receives at least the hourly wage provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it ;

(c) ladies' hairdresser, Class A or B, temporary, supernumerary or qualified substituted employee : the minimum wage for the temporary, supernumerary or qualified substitute employee is 50% of the receipts of his work, but in no case shall he receive a wage lower than that found in the Regulation respecting labour standards or in any other further regulation which could amend or replace it ;

- (d) i. apprentice, first year : 2,05 \$ an hour ;
- ii. apprentice, second year : 2,30 \$ an hour ;
- iii. apprentice, third year : 2,55 \$ an hour.

**17.02.** Subject to paragraph *d* of section 17.01 and sections 17.03 and 17.04, second and third year apprentices receive a commission on their work receipts calculated as follows : 40% commission on work receipts exceeding double the hourly rate multiplied by the number of hours worked during the week.

**17.03.** When a qualified employee is entitled to a commission under paragraphs *a* or *c* of section 17.01, the apprentice is entitled to no commission.

**17.04.** When more than one apprentice performs operations on the same customer, only one is entitled to the commission, that is the apprentice to which the customer was expressly assigned.

## 18.00. Minimum prices for services

**18.01.** Professional employers, employers, artisans and employees shall charge the following minimum prices for the services listed below :

(a) permanent wave including shampoo, haircut and set . . . . .	15,00 \$
(b) set . . . . .	6,00
(c) haircut . . . . .	3,50
(d) shampoo . . . . .	1,50
(e) water colour-rinse . . . . .	2,50
(f) highlighter or colour rinse (without oxidizing agent) . . . . .	6,00
(g) hair dyeing . . . . .	8,50
(h) colour stripping . . . . .	8,50.

## 19.00. Ratio of apprentice

**19.01.** In ladies' hairdressing salons, the ratio of apprentices to qualified regular employees shall be as follows :

<i>Qualified regular employees</i>	<i>Apprentices</i>
1	2
2	3
3	4
4 or more	6

## 20.00. Term (for all parts)

**20.01.** The Decree remains in force until 30 April 1979. It is then automatically renewed from year to year thereafter unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security a written notice to the contrary during March of 1979, or of any subsequent year. Such notice shall also be filed with the other contracting parties.

O.C. 3010-68, (1968) 100 O.G., 5127  
 O.C. 1471-69, (1969) 101 O.G., 2959  
 O.C. 2486-69, (1969) 101 O.G., 4899  
 O.C. 2995-69, (1969) 101 O.G., 5589  
 O.C. 2249-71, (1971) 103 O.G., 5177  
 O.C. 4408-71, (1971) 104 O.G., 67  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 3227-73, (1973) 105 O.G. II, 5407  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 3741-77, (1977) 109 O.G. II, 6025  
 O.C. 2720-80, (1980) 112 G.O. II, 4073



c. D-2, r.24

## Decree respecting hairdressers in the Valleyfield region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), a request has been submitted to the Minister of Labour, Manpower and Income Security by the contracting parties hereafter mentioned, for the purpose of rendering obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale des coiffeurs pour hommes de Valleyfield ;*

*L'Association patronale des coiffeurs pour dames de Valleyfield ;*

and, on the other part :

*Le Syndicat des employés coiffeurs de Valleyfield ;*

for the employers and employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 21 June 1947 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the said request ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 21 June 1947.

## PART I

### GENERAL PROVISION

#### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r. 12) is incorporated in this Decree as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II

### PROVISIONS APPLICABLE TO ALL TRADES CONCERNED

#### 1.00. Territorial jurisdiction

1.01. The jurisdiction of this Decree includes the electoral districts of Beauharnois, Châteauguay, Huntingdon and Vaudreuil-Soulanges, as determined in the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

#### 2.00. General holidays

2.01. The following days are general holidays : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

2.02. For all regular employees, when the general holidays provided for in section 2.01 fall on a Sunday or a Monday, the employer grants a holiday on a Tuesday or a Wednesday within the following 2 weeks.

2.03. St. John the Baptist's Day is a paid general holiday in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

2.04. No work shall be performed on Sundays.

2.05. Shall be considered as holiday eves, those days which precede the days kept as holidays mentioned in section 2.01.

2.06. When a holiday mentioned in section 2.01 is a Sunday, the hours of work for Saturday shall not be changed.

2.07. During the holidays mentioned in sections 2.01 through 2.04, and in section 8.01, no work hereby governed is performed by employers, professional employers, artisans and employees.

**3.00. Meal hours**

**3.01.** All employees shall be given one hour off for the noon meal and ½ hour off for the evening meal when time is worked after 19 h.

**4.00. Annual vacation with pay**

**4.01.** Every regular employee, men's or ladies' hairdresser, as well as any apprentice, who has worked in the same employer's service or in the same salon for 12 continuous months or more is entitled, each year to 2 weeks' annual vacation with pay. Vacation pay for the said vacation equals 4% of wages and all commissions earned during the qualifying period.

**4.02.** Every regular employee who has worked for 5 consecutive full years in the same employer's service or in the same salon is entitled to 3 weeks' annual vacation with pay. Vacation pay for the said vacation equals 6% of wages and all commissions earned during the qualifying period.

**4.03.** Every regular employee who has worked for 6 consecutive full years in the same employer's service or in the same salon is entitled to 3 weeks' annual vacation with pay. For each consecutive full year with the same employer or in the same salon, in excess of the first 6 years, the regular employee is entitled to one additional vacation day per year in excess of the first 6 days, without the exigible additional vacation days exceeding 5 days.

**4.04.** Every employee who has less than 12 months' service is entitled to one day's vacation per month of service up to 2 weeks of work, and receives vacation pay equal to 4% of wages and all commissions earned during the qualifying period.

**4.05.** Whenever his work contract is cancelled, the employee receives the vacation pay acquired before the preceding 1 June if not taken, plus the monetary compensation owing him since that date.

**4.06.** Subject to section 4.08, the first week of vacation is granted from 15 June to 15 September, on a date agreed upon between the employer and the employee. The second, third and fourth weeks may be taken outside the period mentioned above, on the date(s) agreed upon between the employer and the person concerned.

**4.07.** Employees take their annual vacation during the vacation period determined in section 8.01.

**4.08.** The qualifying period extends from 1 June of a given year to 31 May of the following year.

**4.09.** Every employee who has worked for 3 consecutive full years in the same employer's service or in the same salon is entitled to 5 days of sick leave with pay that is not cumulative, in case of hospitalization for sickness. This leave does not apply for hospitalization following an accident.

**5.00. Miscellaneous**

**5.01.** Any wage on a commission basis is illegal, except when such wage is higher than the minimum rates mentioned in this Decree.

**5.02.** The wages mentioned in this Decree are paid at least every week.

**5.03.** After 12 months' continuous service with the same employer or in the same salon, an employee may benefit from further training courses to be paid by the employer upon presentation of the receipts for the said courses. The holders of a Class A or B certificate are entitled to a 50 \$ reimbursement per year. Apprentices are entitled to a 25 \$ reimbursement per year.

**5.04.** No one governed by this Decree may rent, let or sublet one or more chairs or part of the material, or a space constituting a barber shop or a hairdressing or beauty parlor for the purpose of plying his trade therein.

**5.05.** No barber or hairdresser may blind or cover the glass or glasses of the door and window or windows of a barber shop or hairdressing or beauty parlor so as to make it possible to see from the outside, inside the shop or parlor after the working hours.

**5.06.** (1) It is strictly forbidden to perform any work included in the professional jurisdiction of this Decree elsewhere than in a ladies' hairdressing salon or in a men's hairdressing salon.

(2) However, Class A and Class B ladies' hairdressers and Class A and Class B men's hairdressers regularly employed in a hairdressing salon may perform professional work at the request of the sick in hospitals or of invalids in their homes.

**5.07.** Any employee who has 3 months of continuous service receives a 7-day prior notice when he is dismissed

and gives a 7-day prior notice when he quits his employment.

**5.08.** Notwithstanding this Decree, the duration of the working hours in barber shops and in hairdressing and beauty parlors must never constitute a violation of the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1), of the decrees enacted under its authority and of the regulations made by competent municipalities.

### **PART III SPECIAL PROVISIONS CONCERNING MEN'S HAIRDRESSERS**

#### **6.00. Minimum wages**

**6.01.** The regular employee in Class A shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards (c. N-1.1, r. 3) or in any other further regulation which could amend or replace it, plus a 50% commission on all weekly receipts of his work exceeding the basic wage by 50 \$.

**6.02.** The regular employee in Class B shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, plus a 50% commission on all weekly receipts of his work exceeding the basic wage by 60 \$.

**6.03.** The temporary, supernumerary or substitute employee of Class A or B shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, plus a 10% commission on the total receipts of his work. However, when the receipts of his work exceed twice the basic wage and when the temporary employee worked 20 hours or more during the week, he is paid at the same rate as the regular men's hairdresser.

**6.04.** The apprentice shall not receive less than the following weekly wage :

- (a) from the 1<sup>st</sup> to the 24<sup>th</sup> month : 65 \$ per week ;
- (b) from the 25<sup>th</sup> month : 75 \$ per week.

#### **7.00. Hours of work**

**7.01.** The maximum standard workweek for men's hairdressers is 40 hours scheduled as follows :

- (a) Monday : no work ;
- (b) Tuesday, Wednesday and Thursday : from 9 h to 17 h 30 ;
- (c) Friday : from 9 h to 21 h ;
- (d) Saturday : from 8 h 30 to 16 h ;
- (e) 22 and 23 December : from 8 h 30 to 21 h ; and 31 December : from 8 h 30 to 17 h, except if these days fall on a Sunday.

#### **7.02. Exceptions :**

- (1) No work shall be performed outside the standard working hours stipulated in this Division.
- (2) However, any work already begun on a customer in a salon before closing time may be finished even after such time, provided that the said work does not last more than one hour.

#### **8.00. Closing of salons for annual vacation**

**8.01.** Men's hairdressers are granted 2 consecutive weeks vacation, that is the 2 last complete weeks of July.

#### **9.00. Minimum prices for services**

**9.01.** Professional employers, employers, artisans and employees shall not demand from the public prices inferior to the following for the services mentioned below :

- (a) haircut, adults . . . . . 4,25 \$
- (b) haircut, children under 16 . . . . . 2,75
- (c) razor or sculpted cut, including shampoo and set . . . . . 7,75
- (d) shampoo and set . . . . . 5,50
- (e) hair dyeing . . . . . 7,25.

**9.02.** The minimum prices listed in section 9.01 also apply to work on wigs, hairpieces and toupees.

#### **10.00. Prorata of apprentices**

**10.01.** There shall not be more than 2 apprentices in a barber shop or in a men's hairdressing parlor and one of

them shall be in his second year of apprenticeship of the trade.

#### **PART IV SPECIAL PROVISIONS CONCERNING LADIES' HAIRDRESSERS**

##### **11.00. Minimum wages**

**11.01.** The regular employee in Class A shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, plus a 35% commission on the weekly receipts of his work exceeding twice his basic wage.

**11.02.** The regular employee in Class B shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, plus a 30% commission on the weekly receipts of his work exceeding twice his basic wage.

**11.03.** The temporary, supernumerary or substitute employee in Class A or B shall not receive less than the basic weekly wage equal to the product of the number of hours of the regular workweek multiplied by the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, plus a 10% commission on the total receipts of his work. However, when the receipts of his work exceed twice his basic wage and when the temporary employee worked 20 hours or more during the week, he is paid at the same rate as the regular ladies' hairdresser.

**11.04.** The apprentice shall not receive less than the following weekly wage :

- (a) from the 1<sup>st</sup> to the 24<sup>th</sup> month : 65 \$ per week ;
- (b) from the 25<sup>th</sup> month : 75 \$ per week.

##### **12.00. Duration of work**

**12.01.** (1) The maximum duration of hours worked for all ladies' hairdressers is 45 hours per week scheduled as follows :

- (a) Monday : no work ;
- (b) Tuesday and Wednesday : 9 h to 18 h ;

(c) Thursday and Friday : 9 h to 21 h ;

(d) Saturday : 8 h to 17 h ;

(e) 23 and 30 June, 20, 21, 22, 23, 27, 28, 29 and 30 December : 9 h to 21 h ;

(f) 24 and 31 December as well as the Saturdays before Christmas and New Year's : 8 h to 20 h.

(2) Regular employees are not obliged to work more than 40 hours a week.

##### **12.02. Exceptions :**

(1) In the entire county of Beauharnois, and in Châteauguay County, the towns of Châteauguay, Châteauguay Centre, Mercier and the municipality of Sainte-Martine, work ends at 18 h on Thursday.

(2) No work included in the professional jurisdiction of the present Decree may be performed outside the standard working hours stipulated in this Division. However, any work already begun on a customer who was already in the salon before the end of the standard working day shall be completed even after such time, provided that the said work does not last more than one hour.

##### **13.00. Minimum prices for services**

**13.01.** Professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below, within the entire territorial jurisdiction :

- (a) permanent wave including shampoo,  
haircut and set . . . . . 13,75 \$
- (b) set . . . . . 4,75
- (c) haircut . . . . . 3,75
- (d) shampoo . . . . . 1,50
- (e) scalp treatment . . . . . 2,00
- (f) hair dyeing . . . . . 8,50
- (g) colour stripping by application . . . . . 8,00
- (h) streaks (coloured or colour-stripped) . . . 22,00.

**13.02.** The minimum prices listed in section 13.01 also apply to work done on wigs or hairpieces.

**14.00. Prorata of apprentices**

**14.01.** There may be 2 apprentices in a ladies' hair-dressing salon, but one of them shall at least be in his second apprenticeship year. However, there are 2 permanent employees holding a Class A competency certificate in a salon, there may be 3 apprentices. However, 2 out of the 3 shall at least be in their second apprenticeship year.

**15.00. Term of the decree (all parts)**

**15.01.** This Decree remains in force until 16 August 1981. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the other contracting party not more than 60 days and not less than 30 days before 16 August 1981 or of any subsequent year. Such notice shall also be sent to the Minister of Labour, Manpower and Income Security.

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O.C. 1259-47, (1947) 79 O.G., 2086  
O.C. 550(B)-48, (1948) 80 O.G., 1233  
O.C. 912(C)-48, (1948) 80 O.G., 1838  
O.C. 480(C)-49, (1949) 81 O.G., 1206  
O.C. 471(B)-50, (1950) 82 O.G., 1319  
O.C. 51(A)-51, (1951) 83 O.G., 247  
O.C. 305(A)-52, (1952) 84 O.G., 904  
O.C. 325(C)-54, (1954) 86 O.G., 1250  
O.C. 1267(C)-55, (1955) 87 O.G., 3955  
O.C. 625(D)-56, (1956) 88 O.G., 2081  
O.C. 546(D)-59, (1959) 91 O.G., 2509  
O.C. 1646(A)-61, (1961) 93 O.G., 3443  
O.C. 2081(B)-62, (1962) 94 O.G., 6278  
O.C. 766(A)-64, (1964) 96 O.G., 2349  
O.C. 844(F)-65, (1965) 97 O.G., 2727  
O.C. 1800-66, (1966) 98 O.G., 5452  
O.C. 2175-68, (1968) 100 O.G., 4138  
O.C. 1810-69, (1969) 101 O.G., 3658  
O.C. 2061-70, (1970) 102 O.G., 3167  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 1338-73, (1973) 105 O.G.II, 1353  
O.C. 1904-73, (1973) 105 O.G.II, 2461  
O.C. 3227-73, (1973) 105 O.G.II, 5407  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 286-75, (1975) 107 O.G.II, 843  
O.C. 4060-77, (1977) 109 O.G.II, 6883  
O.C. 2985-79, (1979) 111 G.O. 6493



c. D-2, r.25

## Decree respecting hairdressers in the Victoriaville region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security, a request to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des barbiers-coiffeuses des Bois-francs, Inc. ;*

and, on the other part :

*L'Association des employés barbiers-coiffeurs et coiffeuses de Victoriaville et district ;*

for the employers and the employees of the trades concerned according to the conditions described in the *Québec Official Gazette* of 13 December 1947 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades concerned and within the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS one objection has been made against the said request and it has been submitted to the contracting parties for consideration ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 13 December 1947.

## PART I GENERAL PROVISION

### 0.00. Hairdressers' Code

0.01. The Decree respecting the Hairdressers' Code (c. D-2, r.12) is incorporated in this Decree as Part I, as if it were quoted in its entirety (sections 1 through 69).

## PART II PROVISIONS APPLYING TO ALL TRADES GOVERNED

### 1.00. Territorial jurisdiction

1.01. The territorial jurisdiction of the Decree comprises the towns of Victoriaville, Arthabaska and Plessisville and the village municipalities of Princeville and Warwick and the territory comprised in a radius of 8 kilometres from their limits as well as all the other municipalities in the electoral district of Arthabaska.

1.02. This jurisdiction is divided into 2 zones as follows :

(a) **Zone I** : the city of Victoriaville and the territory comprised in a radius of 8 kilometres from its limits, except the town of Arthabaska ;

(b) **Zone II** : the territory not comprised in Zone I.

### 2.00. General holidays

2.01. All work is prohibited on Sundays and the following holidays : New Year's Day, 2 January, the Epiphany, St. John the Baptist's Day, 1 July, Labour Day, Christmas Day, 26 December, Thanksgiving Day, and the Queen's Birthday.

2.02. The holidays mentioned in section 2.01 which fall on a Monday or a Sunday are brought forward to the Tuesday following the holiday.

### 3.00. Miscellaneous provisions

3.01. **Meal periods** : During working days, the employees have one hour off for the noon meal, and another hour for the evening meal when work ceases after 19 h.

3.02. Notwithstanding this Decree, the duration of working hours in barber shops and hairdressing or beauty parlors must not constitute a violation of the Act respecting occupational health and safety (S.Q., 1979, c. 63 ; after

consolidation : R.S.Q., c. S-2.1) of the decrees enacted under its authority and of the regulations established by competent municipalities.

**3.03.** No employer shall have the right to reduce the wages of an employee receiving more than the minimum wages provided for in this Decree.

**3.04. Sick leave :** The employer grants every one of his employees a maximum of 12 days' sick leave with pay, every year. Such sick leave shall not be cumulative. However, for each illness, such sick leave shall not exceed 5 days, if the employee has completed one or more years' service, and shall not exceed 3 days, if the employee has not yet completed one year's service.

**3.05.** All openings shall be free of curtains, blinds, etc., so that it is possible to see inside the parlor after the closing hours stipulated in the Decree.

#### **4.00. Annual holiday with pay**

**4.01.** Any employee who has worked for 5 or more consecutive years for the same employer or in the same salon, is entitled to vacation pay equal to 6% of his wages earned during the qualifying period, amounts received as a commission are included.

**4.02.** The employee may take his vacation whenever he wishes, except during the following periods : the 15 days which precede New Year's Day and 15 days which precede Easter.

**4.03.** The qualifying period extends from 1 June of one year to 31 May of the next year.

### **PART III SPECIAL PROVISIONS CONCERNING MEN'S HAIRDRESSERS**

#### **5.00. Minimum wages**

**5.01.** The minimum wages for regular time is as follows in Zones I and II :

(1) **Permanent employee :** A men's hairdresser Class A receives 65 \$ per week, plus 60% of the receipts of his work, when these exceed his wage by 15 \$ even if such wage is superior to the minimum established in this Decree.

A men's hairdresser Class B receives 60 \$ per week, plus 60% of the receipts of his work, when these exceed his wage by 15 \$ even if such wage is superior to the minimum established in this Decree.

(2) **Occasional employee :** Class B or A men's hairdressers, hired on a temporary basis or as substituting employees, shall be paid 12 \$ a day.

**5.02. Commission :** The regular employee, occasional or substituting employee and apprentice shall receive a commission of 60% on the receipts of their work exceeding by more than 15 \$ the wages they receive, even if such wages are higher than the minimum ones of the Decree.

**5.03. Special provision respecting wages :** Notwithstanding any other provision of the said Decree, the employer pays his employee at least the minimum weekly remuneration that would be payable to the aforesaid employee according to the Regulation respecting labour standards (c. N-1.1, r. 3) or to any other further regulation which could amend or replace it.

#### **5.04. Special provision respecting apprentices' wages :**

(1) Notwithstanding any other provision of this Decree, an apprentice's weekly remuneration shall not be inferior to the hourly rate mentioned below, multiplied by the number of standard working hours :

- (a) 1<sup>st</sup> year of apprenticeship . . . . . 1,25 \$
- (b) 2<sup>nd</sup> year of apprenticeship . . . . . 1,45
- (c) 3<sup>rd</sup> year of apprenticeship . . . . . 1,60.

(2) Any weekly working hour carried out in addition to 45 hours is remunerated the following hourly rate :

- (a) 1<sup>st</sup> year of apprenticeship . . . . . 1,88 \$
- (b) 2<sup>nd</sup> year of apprenticeship . . . . . 2,18
- (c) 3<sup>rd</sup> year of apprenticeship . . . . . 2,40.

#### **6.00. Hours of work**

**6.01.** Hours of work for men's hairdressers are scheduled as follows :

- (a) Monday : no work ;
- (b) Tuesday, Wednesday and Thursday : 8 h 30 to 17 h 30 ;
- (c) Friday : 8 h 30 to 21 h ;
- (d) Saturday : 8 h to 12 h.

**6.02.** No work is permitted outside of the hours listed in section 6.01. However, it is permissible from Tuesday to Friday to work for clients who arrive before the end of working hours ; on Saturday, services for the last client shall be finished at 12 h.



## 7.00. Minimum prices for services

**7.01.** The professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below :

- (a) scissors or razor cut including shampoo and set . . . . . 7,75 \$
- (b) ordinary haircut . . . . . 4,25
- (c) ordinary haircut for children under 16 . . . . . 2,75
- (d) shampoo and set . . . . . 5,50.

## 8.00. Ratio of apprentices

**8.01.** In each men's hairdressing salon, there may not be more than one apprentice for each hairdresser Class A. However, there may not be more than 2 apprentices per salon.

## PART IV SPECIAL PROVISIONS CONCERNING LADIES' HAIRDRESSERS

## 9.00. Minimum wages

**9.01.** The minimum wages for standard working hours in Zones I and II are as follows :

(1) **Permanent employees :** Ladies' hairdressers Class A are paid 60 \$ per week plus 30% of the receipts of their work exceeding 120 \$ per week.

Ladies' hairdressers Class B are paid 55 \$ per week plus 30% of the receipts of their work exceeding 110 \$ per week.

(2) **Supernumerary :** Ladies' hairdressers Class A or Class B hired temporarily or as replacements are entitled to a wage of 10 \$ per day plus a commission of 30% of the receipts of their work which exceed double the wage they receive, even if such wage is superior to the minimum established in this Decree.

(3) **Special provision respecting wages :** Notwithstanding any other provision of the said Decree, the employer pays his employee at least the minimum weekly remuneration that would be payable to the aforesaid employee according to the Regulation respecting labour standards or to any other further regulation which could amend or replace it.

**9.02.** The minimum wage for apprentices is the following :

*Per week  
Zones I and II*

*Apprentices :*

- (a) first semester . . . . . 80 \$ ;
- (b) second semester . . . . . 80 \$ + 10% of receipts ;
- (c) third semester . . . . . 90 \$ + 10% of receipts ;
- (d) fourth semester . . . . . 100 \$ + 10% of receipts ;
- (e) fifth semester . . . . . 110 \$ + 15% of receipts ;
- (f) sixth semester . . . . . 120 \$ + 15% of receipts.

Commission is calculated on the receipts which exceed double the minimum wage fixed by the Decree.

## 9.03. Special provisions respecting apprentices' wages :

(1) Notwithstanding any other provision in the Decree, the apprentice's weekly remuneration shall not be inferior to the hourly rate mentioned below, multiplied by the number of standard working hours :

- (a) 1<sup>st</sup> year of apprenticeship . . . . . 2,00 \$
- (b) 2<sup>nd</sup> year of apprenticeship . . . . . 2,50
- (c) 3<sup>rd</sup> year of apprenticeship . . . . . 3,00.

(2) Any weekly working hour carried out in addition to 45 hours shall be remunerated at the following hourly rate :

- (a) 1<sup>st</sup> year of apprenticeship . . . . . 3,00 \$
- (b) 2<sup>nd</sup> year of apprenticeship . . . . . 3,75
- (c) 3<sup>rd</sup> year of apprenticeship . . . . . 4,50.

## 10.00. Hours of work

**10.01.** For the purposes of this Decree, hours of work for ladies hairdressers, in Zones I and II are as scheduled below :

- (a) Monday : no work ;
- (b) Tuesday and Thursday : 9 h to 19 h. The last customer has to be finished at 19 h.
- (c) Wednesday and Friday : 9 h to 22 h ;
- (d) Saturday : 7 h 30 to 13 h. The last customer has to be finished at 13 h ;
- (e) eves of holidays : 7 h 30 to 19 h. The last customer has to be finished at 19 h ;
- (f) when a holiday, except Christmas Day and New Year's Day, falls on a Wednesday or a Friday, the eve of

such holiday : from 7 h 30 to 22 h 30. The last customer must be finished at 22 h 30 ;

(g) 18 December through 31 December except on Saturdays, Christmas Eve and New Year's Eve, standard working hours are from 9 h to 22 h.

### **10.02. Exceptions :**

(1) In Zone I, on Wednesday and Friday : 9 h to 22 h 30. The last customer must be finished at 22 h 30.

(2) In all instances mentioned in section 10.01 unless otherwise stipulated, it is permissible to complete work for customers who are in the salon at closing time.

(3) If the Epiphany falls on a Saturday, the holiday is transferred to 9 January.

(4) In Zone II closing hours are 18 h on Tuesday, Wednesday and Thursday.

### **11.00. Minimum prices for services**

**11.01.** The professional employers, employers, artisans and employees shall demand from the public the following minimum prices for the services mentioned below :

- (a) haircut . . . . . 3,75 \$
- (b) dyeing . . . . . 10,00
- (c) setting . . . . . 6,00
- (d) permanent wave, all inclusive . . . . . 13,75
- (e) coloured or bleached streaks . . . . . 22,50
- (f) bleach . . . . . 10,25.

### **12.00. Ratio of apprentices**

**12.01.** In each ladies hairdressing' salon, it is permissible to have 2 apprentices for each qualified hairdresser working there.

### **13.00. Term of the Decree (all parts)**

**13.01.** This Decree remains in force until 1 December 1966. It automatically renews itself from year to year thereafter, unless one of the contracting parties gives the other a written notice to the contrary, no more than 60 and no less than 30 days before 1 December of 1966 or of any subsequent year. Such notice must also be filed with the Minister of Labour, Manpower and Income Security.

O.C. 98-48, (1948) 80 O.G., 568  
 O.C. 702(D)-48, (1948) 80 O.G., 1590  
 O.C. 592(B)-49, (1949) 81 O.G., 1476  
 O.C. 582(B)-50, (1950) 82 O.G., 1541  
 O.C. 1291(B)-50, (1950) 82 O.G., 3047  
 O.C. 1375(D)-53, (1954) 86 O.G., 34  
 O.C. 665(G)-55, (1955) 87 O.G., 2082  
 O.C. 775(C)-56, (1956) 88 O.G., 2601  
 O.C. 543(D)-57, (1957) 89 O.G., 2106  
 O.C. 695(F)-57, (1957) 89 O.G., 2598  
 O.C. 1207(A)-57, (1957) 89 O.G., 4725 and (1958) 90 O.G., 807  
 O.C. 896(A)-58, (1958) 90 O.G., 3083  
 O.C. 448(B)-59, (1959) 91 O.G., 2184  
 O.C. 417(A)-60, (1960) 92 O.G., 1651  
 O.C. 1526(A)-61, (1961) 93 O.G., 3246  
 O.C. 163(C)-62, (1962) 94 O.G., 1014  
 O.C. 849(A)-62, (1962) 94 O.G., 2998  
 O.C. 217(B)-63, (1963) 95 O.G., 984  
 O.C. 2270(D)-63, (1963) 95 O.G., 6059  
 O.C. 154(B)-64, (1964) 96 O.G., 726  
 O.C. 844(C)-65, (1965) 97 O.G., 2724  
 O.C. 1638(A)-65, (1965) 97 O.G., 4600  
 O.C. 1395-66, (1966) 98 O.G., 4711  
 O.C. 375-67, (1967) 99 O.G., 1508  
 O.C. 2309-67, (1967) 99 O.G., 5539  
 O.C. 3024-68, (1968) 100 O.G., 5261  
 O.C. 2059-70, (1970) 102 O.G., 3163  
 O.C. 2250-71, (1971) 103 O.G., 5181  
 O.C. 1812-72, (1972) 104 O.G. II, 5330  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 3227-73, (1973) 105 O.G. II, 5407  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1803-74, (1974) 106 O.G. II, 2887  
 O.C. 1472-75, (1975) 107 O.G. II, 1687  
 O.C. 94-76, (1976) 108 O.G. II, 1199  
 O.C. 1560-77, (1977) 109 O.G. II, 2401  
 O.C. 2492-77, (1977) 109 O.G. II, 3841  
 O.C. 145-78, (1978) 110 G.O., 229  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 541-79, (1979) 111 G.O., 2293  
 O.C. 354-80, (1980) 112 G.O., 1049



c. D-2, r.26

## Decree respecting the women's clothing industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*Le Conseil des manufacturiers de Montréal de l'industrie du vêtement pour dames ;*

*La Guilde des Manufacturiers de la robe et du vêtement sport de Montréal ;*

and, on the other part :

*Le Comité conjoint de Montréal de l'Union internationale des ouvriers du vêtement pour dames ;*

for the employers and the employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 21 August 1954 ;

WHEREAS the provisions of the said agreement have acquired a preponderant significance and importance towards the establishing of working conditions in the industry and the trades concerned and within the territorial jurisdiction indicated in the petition ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 21 August 1954.

### 1.00. Definitions

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

(a) "general hand" : employee who performs sundry factory work incidental to the manufacture of a garment for which there is no other classification provided for in the Decree, as thread cutting, glueing or cleaning ;

(b) "assistant fur tailor" : employee who does by hand some of the operations of the fur tailor but does not pin on fur ;

(c) "assistant presser" : employee who opens or presses seams or who does part pressing or any other incidental pressing required for the sewing of garments, except when the employee is governed by paragraph *t* ;

(d) "sample maker" : employee who performs as an operator in the making of a complete sample garment ;

(e) "cutter Class 1" : employee who grades sizes, who makes markers or does both, lays or spreads, lays up and cuts by shears, machine, knife or otherwise the material or goods used in the manufacture of garments ;

(f) "cutter Class 2" : employee who reproduces markers and does part of the work of the cutter Class 1, but who does not grade sizes or make markers, except on trimmings ;

(g) "fur tailor" : employee who pins and sews fur trimmings by hand ;

(h) "draper" : employee who places by hand trimmings or accessories on a garment for the finisher ;

(i) "piler" : employee who stacks knitted blanks before giving them to the cutter ;

(j) "spreader" : employee who spreads and lays the material for the cutter when such material is intended for the making of garments other than capes, coats, suits, pantsuits or blazers ;

(k) "examiner" : employee who inspects finished garments to ascertain any defects ;

(l) "baster" : employee who does basting by hand or by machine ;

(m) "finisher" : employee who performs operations on a garment after it has been sewn by the operator, by affixing or sewing by hand, details, trimmings, snap fasteners,

buttons, clasps, ties, belts, buckles, loops, hooks, or eyelets and hems, or does by hand any other work required to complete the garment ;

(n) "operator" : employee who is not a section work operator, who uses a sewing machine to sew together garments or who uses a special machine or a 2 needle machine to close seams of garments in whole or in part ;

(o) "special machine operator" : employee who uses any special machines for tucking, shirring, buttonhole making, hem-stitching, button sewing, pinking, hemming, snap fastening, bottom felling and bottom cutting ;

(p) "operator assigned to fur trimming" : employee who sews fur trimmings by machine ;

(q) "operator assigned to leather garments" : employee who uses a sewing machine or a 2-needle machine or a special machine, to close seams on a leather garment in whole or in part ;

(r) "blank" : knitted material with at least one finished edge destined to be cut and sewn into a whole garment or part thereof ;

(s) "presser" : employee who performs the pressing of a sewn garment, by iron or by a steam press ;

(t) "under presser" : employee who presses seams, sleeves and linings of capes, coats, suits, pantsuits and blazers, so that the garment is ready for the finisher ;

(u) "separator" : employee who affixes tickets or separates or bundles the several parts of the garment after they are cut by the cutter ;

(v) "marker" : the manual drawing and layout of patterns on paper or on material before cutting the material ;

(w) "section work operator" : employee who performs, by means of a sewing machine or any special machine, one or more of the operations necessary to the sewing of the complete garment or the linings.

## **2.00. Jurisdiction**

**2.01. Territorial** : The Decree applies to the entire territory of Québec.

**2.02. Industrial** : The Decree governs the manufacture of the following garments or parts thereof for female per-

sons : capes, coats, suits, pantsuits, blazers, raincoats, parkas, station-wagon coats, ski garments, dresses, ensembles, lounge wear, dressing gowns, kimonos, uniforms, dust smocks, blouses, dusters, sportswear, beach wear, play suits, bathing suits, sweaters, skirts, pants and shorts, whether such garments are a whole or are part of any type of material.

**2.03. Professional** : The Decree governs any manufacturer-employer, retailer, contractor, jobber, subcontractor, distributor and intermediary who manufactures directly or indirectly, on his own premises or elsewhere in Québec, the garments mentioned in section 2.02.

**2.04. Exception** : The Decree does not govern :

(a) capes, coats, suits, parkas, Eskimo suits, windbreakers, vests and jackets of all types for girls from birth to size 16 inclusively. Size 16 shall not exceed the body measurements determined by the program for standard sizes of children's garments called Canada Standard Sizes approved by the Canadian Government Standards Office : that is : 82 centimetres chest, 65,5 centimetres waist and 85 centimetres hips when these garments are manufactured under the following conditions, proof of which rests with the said employers, that is :

i. the said children's garments must be manufactured entirely by the same method of production normally used in the men's and boys' clothing industry ;

ii. the said employer must not be a manufacturer, contractor or subcontractor manufacturing mainly women's clothing above size 16 years, as established in paragraph a ;

iii. the said children's garments must not be manufactured with the intention or purpose of directly or indirectly evading the provisions of this Decree ;

(b) garments made of vulcanized rubber, natural or synthetic ;

(c) work referred to in this industry as trimmings, shirring, edging or embroidery when such work is not intended for one of the garments made by this manufacturer ;

(d) the tailor who produces only made-to-measure garments for identified individual customers that are not destined for resale by intermediaries in the open market ;

(è) the employee who is engaged in the knitting of materials, from the spinning of fibres to the underpressing of blanks ;

(f) the employee who joins or finishes garments by looping machine ;

(g) the employee who is engaged in the production of entirely knitted full-fashioned garments ;

(h) garments for female children not larger than size 6 years as determined by the program for standard sizes of children's garments called Canada Standard Sizes approved by the Canadian Government Standards Office that is 62 centimetres chest, 53 centimetres waist and 60 centimetres hips ;

(i) the manufacture of bathrobes, dressing gowns and kimonos made of material weighing at least 270 grams per square metre ;

(j) knitted garments covering the upper part of the body that have an unravelable knitted edge not exceeding 68 centimetres in length when the fabrics used have been knitted in a shop of the manufacturer in the form of blanks ;

(k) garments manufactured exclusively of handwoven fibres and when each garment must be cut individually ;

(l) the manufacture of jeans. For the enforcement of the Decree, jeans are sport or dress pants usually made of very strong rustic fabric : they may be trimmed with stitching and plated pockets that are often reinforced in corners with rivets.

### **3.00. Hours of work**

**3.01. Standard workday and workweek :** The standard workweek is 35 hours scheduled from Monday to Friday. The standard workday is 7 hours scheduled between 8 h and 16 h with one hour off for the meal period between 12 h and 13 h.

**3.02. Exceptions :** Notwithstanding section 3.01, the standard workday may begin at another time, provided that the standard workday is scheduled over not more than 8 hours and does not begin before 7 h or end after 17 h. In such case, the one hour off for the meal period may be granted before 12 h.

The employer who decides to schedule the standard workday at a time other than that provided for in section 3.01 shall meet the following conditions :

(a) have the consent of a majority of the employees concerned ;

(b) give a written notice to the committee, at least one week in advance, of the hours of the standard workday worked in his establishment.

**3.03. Rest period :** The employee is entitled, during the middle of the morning to a 15 minute rest period with pay.

**3.04. Prohibition to work :** Work is prohibited in the following cases :

(a) all work done outside of the hours fixed in sections 3.01, 3.02 and 4.01 ;

(b) on Saturday ;

(c) on Sunday ;

(d) on Friday :

i. after 16 h, if the regular workday starts at 8 h with one hour for lunch ;

ii. after 15 h, if the regular workday starts at 7 h with one hour for lunch ;

(e) during one of the holidays mentioned in sections 7.01 and 7.02 ;

(f) from 26 to 31 December inclusively.

### **4.00. Overtime hours**

**4.01.** A maximum of 8 hours of overtime is allowed each week, 2 hours per day from Monday to Thursday inclusively, as follows :

(a) from Monday to Thursday, between 16 h and 18 h, if the standard workday is from 8 h to 16 h ;

(b) from Monday to Thursday, between 15 h and 17 h if the standard workday is from 7 h to 15 h.

**4.02.** Overtime pay is calculated on a daily basis.

**4.03.** For the employee paid on an hourly basis, overtime hours are paid at time and one half.

**4.04.** For each hour of overtime worked, the pieceworker is paid one half of his average hourly wage for the preceding calendar year plus one half of the sum of the hourly increases granted during the current year. For the

employee who has not worked during the preceding calendar year, the wage increase is equal to half of his piecework wage for the current week divided by the number of hours worked during the said period. However the total exigible wage for each hour worked may not be inferior to the minimum hourly wage established for his craft, increased by 50%.

**4.05.** The employer is not required to pay the employee time and a half for a period not exceeding one hour per day in order to make up time late or time lost for any absence during the day for which the employer is responsible. However, the employee receives the rate applicable for overtime hours for any second hour of overtime.

**4.06.** Any time lost during the day by an employee resulting from lay-off or slack periods is added to time worked in order to compute the regular workday.

### **5.00. Wage rates**

**5.01. General increases :** All employees, except for those having less than 2 months of experience in the industry, receive the following general increases :

(a) as of 13 April 1981 : 8% on the rate effectively paid on such date. The employer who, since 4 August 1980, has already granted a wage increase to his employees, is only obliged to grant the difference between 8% and the amount of the increase granted. This increase does not, however, include the 5% increase in force since 3 September 1980 ;

(b) as of 3 August 1981 : 8% on the rate effectively paid on such date ;

(c) as of 2 August 1982 : 8% on the rate effectively paid on such date.

However, the employer is not obliged to pay more than the increases provided for hereinafter for each of the following crafts :

<i>Crafts</i>	<i>As of 3 August 1981</i>	<i>As of 2 August 1982</i>
general hand . . . . .	0,46 \$	0,50 \$
assistant fur tailor . . . . .	0,71	0,78
assistant presser . . . . .	0,55	0,59
sample maker . . . . .	0,55	0,59
cutter, Class I . . . . .	0,84	0,91
cutter, Class II . . . . .	0,84	0,91
fur tailor . . . . .	0,57	0,61
draper . . . . .	0,49	0,53
piler . . . . .	0,47	0,51

spreader . . . . .	0,78	0,84
examiner . . . . .	0,47	0,51
baster . . . . .	0,49	0,53
finisher . . . . .	0,49	0,53
operator . . . . .	0,55	0,59
special machine operator . . . .	0,49	0,53
operator assigned to fur trim- mings . . . . .	0,57	0,61
operator assigned to leather gar- ments . . . . .	0,55	0,59
presser . . . . .	0,76	0,82
under presser . . . . .	0,55	0,59
separator . . . . .	0,47	0,51
section worker . . . . .	0,55	0,59.

For apprentices, the 8% annual increases are based on their respective wage.

### **5.02. Increases based on the Consumer Price Index :**

The Ladies Clothing Joint Committee has the responsibility of determining the percentage of increase to be granted and he must notify all employers as soon as the consumer price indexes are published by the Government of Canada. Any employer is considered as having received such notice.

After having been granted the general increases provided for in section 5.01, employees are entitled to the increases based on the Consumer Price Index, on the following conditions :

(a) as of 3 August 1981, if the Consumer Price Index for Canada, base year 1971 = 100, as published by the Government of Canada for June 1981, exceeds that of June 1980 by more than 8% : 1% or part of this percentage for each 1% increase in the Consumer Price Index or part of this percentage exceeding 8% ;

(b) as of 2 August 1982, if the Consumer Price Index for Canada, base year 1971 = 100, as published by the Government of Canada for June 1982, exceeds that of June 1981 by more than 8% : 1% or part of this percentage for each 1% increase in the Consumer Price Index or part of this percentage exceeding 8%.

These increases are however restricted to 3% yearly.

**5.03.** However, all employees receive, on the dates mentioned hereinafter, the following minimum hourly wage :

<i>Crafts</i>	<i>As of 3 August 1981</i>	<i>As of 2 August 1982</i>
any employee other than the sample maker, draper and spreader :		
– first 2 months in the industry	3,65 \$	3,65 \$
general hand :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– as of the 6 <sup>th</sup> month . . . . .	5,05	5,25
assistant fur tailor :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– as of the 6 <sup>th</sup> month . . . . .	4,36	4,53
assistant presser :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,83	5,02
– as of the 8 <sup>th</sup> month . . . . .	5,77	6,00
sample maker . . . . .	5,56	5,79
cutter, Class I . . . . .	8,36	8,69
cutter, Class II :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,58	4,76
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	5,27	5,48
– the 10 <sup>th</sup> month . . . . .	5,97	6,21
– from the 11 <sup>th</sup> to the 13 <sup>th</sup> month . . . . .	6,67	6,94
– from the 14 <sup>th</sup> to the 17 <sup>th</sup> month . . . . .	7,36	7,65
– as of the 18 <sup>th</sup> month . . . . .	8,06	8,38
fur tailor :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,38	4,56
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,89	5,09
– the 10 <sup>th</sup> . . . . .	5,40	5,62
– from the 11 <sup>th</sup> to the 13 <sup>th</sup> month . . . . .	5,91	6,15
– as of the 14 <sup>th</sup> month . . . . .	6,42	6,68
draper . . . . .	5,46	5,68
piler :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> months	4,06	4,22
– from the 6 <sup>th</sup> and 7 <sup>th</sup> months	4,52	4,70
– as of the 8 <sup>th</sup> month . . . . .	5,17	5,38
spreader . . . . .	7,31	7,60

<i>Crafts</i>	<i>As of 3 August 1981</i>	<i>As of 2 August 1982</i>
examiner :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06 \$	4,22 \$
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,52	4,70
– as of the 8 <sup>th</sup> month . . . . .	5,17	5,38
baster :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,24	4,41
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,62	4,80
– the 10 <sup>th</sup> month . . . . .	4,98	5,18
– as of the 11 <sup>th</sup> month . . . . .	5,36	5,57
finisher :		
– from 3 <sup>rd</sup> to the 5 <sup>th</sup> month . . . . .	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,37	4,54
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,87	5,06
– as of the 10 <sup>th</sup> month . . . . .	5,36	5,57
operator :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,21	4,38
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,55	4,73
– the 10 <sup>th</sup> month . . . . .	4,90	5,10
– from the 11 <sup>th</sup> to the 13 <sup>th</sup> month . . . . .	5,23	5,44
– as of the 14 <sup>th</sup> month . . . . .	5,56	5,78
special machine operator :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,23	4,40
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,60	4,78
– the 10 <sup>th</sup> month . . . . .	4,95	5,15
– as of the 11 <sup>th</sup> month . . . . .	5,30	5,51
operator assigned to fur trim- mings :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,36	4,53
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,88	5,07
– the 10 <sup>th</sup> month . . . . .	5,34	5,55
– as of the 11 <sup>th</sup> month . . . . .	5,82	6,05
operator assigned to leather gar- ments :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . . .	4,21	4,38
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . . .	4,54	4,72
– the 10 <sup>th</sup> month . . . . .	4,89	5,08
– from the 11 <sup>th</sup> to the 13 <sup>th</sup> month . . . . .	5,22	5,43
– as of the 14 <sup>th</sup> month . . . . .	5,56	5,78

<i>Crafts</i>	<i>As of 3 August 1981</i>	<i>As of 2 August 1982</i>
presser :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06 \$	4,22 \$
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . .	4,50	4,68
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . .	5,15	5,34
– the 10 <sup>th</sup> month . . . . .	5,77	6,00
– from the 11 <sup>th</sup> to the 13 <sup>th</sup> month . . . . .	6,40	6,65
– as of the 14 <sup>th</sup> month . . . . .	7,02	7,30
under presser :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . .	4,48	4,66
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . .	5,09	5,29
– the 10 <sup>th</sup> month . . . . .	5,70	5,93
– as of the 11 <sup>th</sup> month . . . . .	6,30	6,55
separator :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> month . . . . .	4,52	4,70
– as of the 8 <sup>th</sup> month . . . . .	5,17	5,38
section worker :		
– from the 3 <sup>rd</sup> to the 5 <sup>th</sup> month	4,06	4,22
– the 6 <sup>th</sup> and 7 <sup>th</sup> months . . . .	4,30	4,47
– the 8 <sup>th</sup> and 9 <sup>th</sup> months . . . .	4,72	4,91
– the 10 <sup>th</sup> month . . . . .	5,15	5,36
– as of the 11 <sup>th</sup> month . . . . .	5,56	5,78.

**5.04.** The employee who has completed 2 months in an industry governed by this Decree is deemed as having completed 2 months in any one of the crafts.

**5.05.** The employer shall not reduce the piecework rate paid for identical or similar work immediately before 1 May 1980.

**5.06. Payment of wages :** Wages shall be completely paid each week in cash, by cheque or bank transfer, and be accompanied by an earnings statement. The earnings statement shall contain the following particulars :

- (a) name of firm ;
- (b) family name and first names of employee ;
- (c) the punch number of the employee ;
- (d) date of payment and corresponding work period ;
- (e) number of regular and overtime hours ;
- (f) wage rate ;
- (g) payment of holidays ;
- (h) amount of gross wages ;

(i) nature and amount of deductions made ;

(j) net amount of wages paid ;

(k) for pieceworkers, the quantity of pieces made and style numbers worked and the rate of pay for each piece.

**5.07. Special provision respecting wages :** Notwithstanding any other provision of the Decree, the employer shall pay the employee at least the minimum weekly wage to which he would be entitled under the Regulation respecting labour standards (c. N-1.1, r. 3) or under any other further regulation which could amend or replace it.

## **6.00. Homework**

**6.01.** No homework shall be given to a shop employee who already works in an establishment governed by this Decree.

**6.02.** The manufacture of garments done in or about a home or residence constitutes homework.

**6.03.** The homemaker is paid on a piecework basis. The piecework rate is determined by taking, from among the rates verified by the committee, the lowest piecework rate paid for comparable garments in establishments governed by the Decree and increasing this rate by 10%.

In addition to his piecework pay, he receives the following bonuses based on wages :

as of 13 April 1981 :	515%
as of the 3 August 1981 :	564%
as of the 2 August 1982 :	617%.

Moreover, the homemaker is entitled, if such is the case, to the increases based on the Consumer Price Index as provided for in section 5.02, determined and computed by the committee.

**6.04.** However, the employer may determine the piecework rate payable to the homemaker only in those cases where a similar garment was made in his shop, or in the shop of the owner of the merchandise, under normal conditions and production quantities by regular employees who were not specifically chosen.

**6.05.** When the same garment was produced in the employer's shop or in the shop of the owner of the goods during the 12 preceding months, and the sewing of the garment was done by an employee alone paid on a piecework basis, the homemaker receives the piecework rate the employer pays to the shop employee, plus 10%.



**6.06.** When the garment was produced in the employer's shop or in the shop of the owner of the goods during the 12 preceding months, and the sewing of the complete garment was done by more than one pieceworker, the homemaker receives the total of piecework rates paid to all the pieceworkers in the employer's shop or in the shop of the owner of the goods who worked on the production of the said garment, minus the piecework rates paid for those operations which were not done by the homemaker plus 30%.

**6.07.** Notwithstanding section 5.06, the employer pays the homemaker in cash for the work done at the time he takes delivery of his merchandise.

**6.08.** The employer supplies all thread, delivers to and takes from the homemaker's dwelling all goods to be produced and pays for all transportation costs.

**6.09.** The homemaker shall redo his work if it is not done to the satisfaction of the employer. When the employer has the work redone by someone else, he may not charge the cost thereof to the homemaker who did the original work.

#### **7.00. General holidays**

**7.01.** The following days are general holidays with pay : New Year's Day, 2 January, Good Friday, the Queen's Birthday, the National Holiday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and the day on which a general federal or provincial election is held. Notwithstanding any other provision to the contrary, the National Holiday Act (R.S.Q., c. F-1.1) applies.

**7.02.** On the mutual consent of a majority of the employees and the employer, a general holiday with pay other than the National Holiday, falling on a Tuesday may be carried over to the preceding day and any holiday falling on a Wednesday or a Thursday may be postponed to the following Friday of the same week. When a holiday falls on a Saturday, it may be carried over to the preceding day and when it falls on a Sunday, it may be postponed to the following day. Each time a holiday is observed on a day other than that on which it takes place, the employer shall so inform the committee beforehand.

**7.03.** Except for the National Holiday, in order to be eligible for holiday pay, the employee shall have been in the service of his employer for at least one month.

**7.04.** For each holiday, the employee shall receive holiday pay calculated as follows :

(a) the employee paid on an hourly basis receives an amount equal to 7 times his hourly rate ;

(b) the piecework employee receives an amount equal to 7 times his average hourly wage during preceding calendar year increased by any increase granted during the current year. For the employee who did not work during the preceding calendar year, the pay is based on the average hourly wage of the preceding calendar month. However, the total exigible holiday pay may not be less than 7 times the minimum hourly rate established for the craft of an employee ;

(c) the employee paid on a weekly basis shall receive an amount equal to 20% as his weekly wage.

**7.05.** The right of an employee to holiday pay, as mentioned in section 7.04 is not affected by the absence due to illness, pregnancy, slack period, lay-off, holiday, religious holiday, or the fact that any statutory holiday falls on a day during the annual vacation period or on Saturday or Sunday.

**7.06.** When an employee is absent during the week in which a holiday falls, he is paid in the following manner :

(a) for a complete day's absence, 80% of the remuneration provided for in section 7.04 ;

(b) for 2 complete days' absence, 60% of the remuneration provided for in section 7.04 ;

(c) for 3 complete days' absence, 40% of the remuneration provided for in section 7.04 ;

(d) for more than 3 complete days' absence, no remuneration is given.

**7.07.** The employee may abstain from work during a holiday other than those provided for in section 7.01.

**7.08.** All establishments are closed on holidays mentioned in section 7.01.

**7.09.** The employer bound by a collective agreement who owns a knitting shop, may substitute as general holidays with pay, days other than those provided for in sections 7.01 and 7.02, provided that he observes at least the same number and forwards a prior notice of the substituted holidays to the committee.

#### **8.00. Annual vacation with pay**

**8.01.** The qualifying period extends from a 12-consecutive month period beginning 1 June or on any other day established by collective agreement.

**8.02.** The employer grants to his employee an annual vacation of 2 consecutive weeks during the last 2 complete weeks in July and an annual vacation from 26 to 31 December inclusively. For the purposes of this section, the last 2 complete weeks in July are :

- (a) for 1982 : from 19 to 30 July 1982 ;
- (b) for 1983 : from 18 to 29 July 1983.

**8.03.** The vacation pay is equal to 6% of the employee's earnings during the qualifying period for the July vacation and to 2% of his earnings for the December vacation.

**8.04.** The annual vacation pay is given to the employee before he leaves on vacation.

**8.05.** When his employment ends before he has taken the total vacation to which he was entitled, the employee receives, in addition to the vacation pay determined in section 8.03 for vacation not taken, vacation pay equal to 6% of his gross wage earned during the current qualifying period for the July vacation period and to 2% for the December vacation period.

## **9.00. Miscellaneous provisions**

**9.01.** The employer shall have a punch clock in good working order in his shop and the employee must punch his hours worked each day. It is the responsibility of the employer to oblige his employees to punch their cards individually. Punch cards should be kept in good condition in the office of the employer for at least one year.

## **10.00. Term**

**10.01.** The Decree remains in force until 31 July 1983. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during May of 1983 or of any subsequent year.

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O.C. 523-55, (1955) 87 O.G., 1574  
 O.C. 430(C)-56, (1956) 88 O.G., 1570  
 O.C. 1085(C)-57, (1957) 89 O.G., 4145  
 O.C. 1454(B)-62, (1962) 94 O.G., 4706  
 O.C. 903(A)-63, (1963) 95 O.G., 2835 and 3086  
 O.C. 1976(D)-64, (1964) 96 O.G., 5474  
 O.C. 1524-66, (1966) 98 O.G., 5005  
 O.C. 2170-66, (1966) 98 O.G., 6071  
 O.C. 1747-67, (1967) 99 O.G., 4357  
 O.C. 246-68, (1968) 100 O.G., 1092  
 O.C. 1735-69, (1969) 101 O.G., 3822 and 3965  
 O.C. 944-71, (1971) 103 O.G., 2492  
 O.C. 1570-71, (1971) 103 O.G., 3693  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 500-73, (1973) 105 O.G. II, 341  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1052-74, (1974) 106 O.G. II, 1429  
 O.C. 3507-74, (1974) 106 O.G. II, 4387  
 O.C. 1896-75, (1975) 107 O.G. II, 2085 and 3597  
 O.C. 2281-76, (1976) 108 O.G. II, 4085  
 O.C. 2731-76, (1976) 108 O.G. II, 5075  
 O.C. 4287-76, (1977) 109 O.G. II, 69  
 O.C. 1909-77, (1977) 109 O.G. II, 3079  
 O.C. 3958-77, (1977) 109 O.G. II, 6845  
 O.C. 3959-77, (1977) 109 O.G. II, 6847  
 O.C. 4497-77, (1978) 110 G.O., 131 and 1057  
 O.C. 857-78, (1978) 110 G.O., 2073  
 O.C. 1457-78, (1978) 110 G.O., 1721  
 O.C. 2192-78, (1978) 110 G.O., 2697  
 O.C. 3713-78, (1979) 111 G.O., 59  
 O.C. 3785-78, (1979) 111 G.O., 157  
 O.C. 148-79, (1979) 111 G.O., 583, 584  
 O.C. 328-79, (1979) 111 G.O., 1779  
 O.C. 455-79, (1979) 111 G.O., 1913  
 O.C. 258-80, (1980) 112 G.O. II, 927  
 O.C. 706-80, (1980) 112 G.O. II, 1365  
 O.C. 1390-80, (1980) 112 G.O. II, 1991  
 O.C. 2476-80, (1980) 112 G.O. II, 3921  
 O.C. 884-81, (1981) 113 G.O. II, 1117 and 1417



c. D.2, r.27

## Decree respecting the men's clothing industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

The Associated Clothing Manufacturers of the Province of Québec Inc. ;

The Montréal Clothing Contractors Association Inc. ;

The Québec Association of Garment Mfrs. Inc. ;

The Rainwear and Sportswear Manufacturers Association ;

The Children's Outerwear Manufacturers Association ;

The Québec Council of Odd Pants Employers ;

and, on the other part :

Montréal Joint Board, Amalgamated Clothing and Textile Workers Union ;

*La Fédération nationale des travailleurs de l'industrie du Vêtement Inc. ;*

for the employers and the employees of the industry, trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 14 July 1962 ;

WHEREAS the same contracting parties have also presented petitions to amend the said agreement according to the conditions described in the *Québec Official Gazette* of 20 October 1962 and 30 March 1963 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishment of working conditions in the industry, trades and occupations concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been duly considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security ;

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 14 July and 20 October 1962 and 30 March 1963.

### 1.00. Interpretation

**1.01.** In this Decree and its application, unless the context requires otherwise, words and expressions used to describe types and styles of garments and methods of production shall have the meaning attributed to them by custom and practice in the clothing trade.

### 2.00. Industrial jurisdiction

**2.01.** This Decree covers all employers, employees and any other person anywhere in Québec who manufacture, in whole or in part, men's, boys', young men's and adolescents' clothes, regardless of their type, style, description or materials used.

**2.02.** This Decree also covers all employers, employees and any other person anywhere in Québec who manufacture, in whole or in part, children's clothing, as defined in section 2.09.

It does not cover employers and employees engaged mainly in manufacturing ladies' clothing in sizes larger than 14X and who are already subject to the Decree respecting the women's clothing industry (c. D-2, r. 26).

**2.03.** For purposes of application of this Decree, all clothing subject to its jurisdiction shall be designated as Class A garments, except such types of clothing which are hereinafter defined as Class B garments, odd pants or children's clothing.

**2.04. Class B garments :** For the purposes of enforcing this Decree and subject to the conditions herein set forth, the following garments for men and boys above age 6 are designated as Class B garments : raincoats, car coats, suburban coats, storm coats, duffle coats, and other similar coats when such garments are made of any material other than wool or wool mixture, ski jackets, golf jackets, windbreakers and similar outerwear garments.

**2.05.** Garments listed in section 2.04 are designated as Class B garments when they are :

(a) cut and produced according to standard trade measurements and not in accordance with individual sizes, measurements and specifications ; and

(b) produced by a manufacturing method that omits any 3 of the following operations : shaping, basting of facings (underbasting), basting of lining, basting of edges and basting of armholes.

**2.06.** Notwithstanding the foregoing, the following shall be designated as Class A garments :

(a) reversible coats, one side of which is made of wool or wool mixture ; and

(b) sack coats or vests, irrespective of the material used and whether or not these sack coats or vests are made as single garments or as parts of suits.

**2.07. Odd pants :** For purposes of application of this Decree, pants shall be designated as odd pants when such pants are cut and produced :

(a) in substantial quantities ;

(b) to standard trade measurements and sizes and not by individual sizes, measurements or specifications ; and

(c) as separate trousers, and not to form part of a suit with a sack coat of the same or similar material.

**2.08.** Notwithstanding the foregoing, all pants which are part of a uniform, whether for military, civilian or other purposes, shall be designated as Class A garments.

**2.09. Children's clothing :** For the purposes of this Decree, the following are designated as children's clothing : overcoats, cloaks, short jackets and coats of all types :

(a) for boys, from birth up to and including size 24X ; and

(b) for girls, from birth up to and including Canada Standard Size 14X, when such clothing is manufactured by a production method or process normally used in the men's and boys' clothing industry.

**2.10.** For the purposes of enforcing this Decree, size 14X shall not exceed the body measurements (81 centimetres chest, 66 centimetres waist and 86 centimetres hips) standardized by the Canada Standard Size system approved by the Canada Department of Industry and Commerce.

**2.11. Boys' pants :** For the purposes of this Decree, "boys' pants" means pants designed and made for wear by boys up to age 18, with a regular waist measurement not over 78 centimetres, or in the case of chubby or husky pants, with a waist measurement not exceeding 84 centimetres.

**2.12.** In addition to the waist measurement, the ticket attached to such pants must show either the age or size to clearly indicate that these pants are made for boys.

### **3.00. Exceptions**

**3.01.** This Decree shall not apply to employers and employees engaged in the manufacture of :

(a) all cotton work garments including :

i. overalls, coveralls and combination overalls, as well as cotton uniforms made of duck, drill or moleskin ; and

ii. pants and breeches manufactured from pure cotton fabrics ;

(b) pants and breeches manufactured from coarse woollens of 675 grams or more per square metre ;

(c) uniforms to be worn by participants in organized sports ;

(d) clothing to be worn as work garments by firemen, miners, fishermen, construction workers and others in similar occupations, when such garments are made of vulcanized rubber (natural or synthetic) ;

(e) windbreakers for boys up to age 6 and for girls up to age 14 ;

- (f) shirts ;
- (g) underwear ;
- (h) snow-suits and overalls for children ;
- (i) ski-suits for girls ;
- (j) blazers for boys and girls, up to and including the age of 6, as well as unlined blazers for girls ;
- (k) slacks and shorts for children, up to and including the age of 6 years ;
- (l) children's washable cotton suits, generally known in the trade as wash suits.

**3.02. Custom tailoring :** This Decree does not apply to merchant tailors who exclusively make to order, on their premises, custom-tailored clothing for identified customers, according to individual sizes, measurements or specifications, provided that not more than 5 persons, including the cutter, complete all the operations of a garment.

#### **4.00. Territorial jurisdiction**

**4.01.** For the purposes of this Decree, Québec is divided into 3 zones, as follows :

- (a) **Zone 1 :** the island of Montréal and the territory comprised within a 16 kilometre perimeter around its limits ;
- (b) **Zone 2 :** the territory comprised within a 100 kilometre perimeter beyond the limits of Zone 1 ; and
- (c) **Zone 3 :** the remainder of Québec.

#### **5.00. Hours of work**

**5.01.** The standard workweek shall be 39 hours scheduled from Monday through Friday for employees engaged in the manufacture of Class A garments, Class B garments or odd pants, and 40 hours for employees engaged in the manufacture of children's clothing.

The workday on Monday, Tuesday, Wednesday and Thursday consists of 8 hours from 8 h until 12 h and from 13 h to 17 h.

The workday on Friday consists of 7 hours for employees engaged in the manufacture of Class A garments, Class B garments or odd pants from 8 h until 12 h and from 13 h to 16 h, and 8 hours for employees engaged in the manufacture of children's clothing from 8 h until 12 h and from 13 h to 17 h.

**5.02. Overtime :** All time worked outside of the hours specified in section 5.01 is considered as overtime and such time is paid at the rate of time and one half.

**5.03.** Rate of time and one half shall mean :

- (a) in the case of an hourly-rated employee, the hourly rate paid or due to him, plus a premium of 50% thereof ;
- (b) in the case of a piece worker, his actual piece-work earnings, plus a premium of 50% of his average hourly earnings, in the workweek in which his overtime is worked.

**5.04. Alternative method of paying overtime :** In the event that an employer has entered into a collective labour agreement with a recognized union representing his employees whereby an alternative arrangement is provided for the payment of the half-time premium for overtime to employees remunerated on a piece-work or other incentive basis, then, such employer shall not be bound to pay the half-time premium as provided for in section 5.03 as long as he continues to pay in accordance with the collective labour agreement between the employer and the union.

All such alternative methods of payment of the half-time premium to employees remunerated on a piece-work or other incentive basis shall be subject to investigation and examination by the parity committee and should the parity committee find that any alternative arrangement is contrary to the spirit and intention of the provisions hereof to provide employees with the half-time premium, for the overtime hours worked, then, upon notice from the parity committee the employer shall pay to all his employees the overtime premium as hereinabove provided for in section 5.03.

**5.05. Change of working hours :** Upon receipt of a written request from an employer supported by a petition from the majority of his employees, the parity committee may grant a permit authorizing this employer to set a daily work schedule different from the one determined in section 5.01, by virtue of which :

- (a) employees may commence and finish work, each day, earlier than the time determined in this Decree to the extent of one hour ; or
- (b) the lunch period may be reduced to one half hour ; or
- (c) both of the above choices may be made at the same time.

**5.06. Change of lunch-hour :** Upon a written request to the parity committee from any employer, the parity committee may grant a special permit authorizing the said employer to change the lunch-hour in his establishment.

**5.07.** All time worked outside of the hours fixed by the parity committee in the special permits as provided for in section 5.06 are considered as overtime and such time is paid at the rate of time and one half.

**5.08. Employees for overtime :** No employer shall engage for overtime work any persons other than those who are regularly employed by him.

**5.09. Time clock :** Every employer shall maintain in his factory a time clock by means of which he shall oblige all his employees to record on a card the exact time at which their work was begun, interrupted, resumed and ceased each day.

**5.10.** The card of each employee must bear his name, his number, as well as the period of work. The employee, himself, must record the time when he begins, interrupts, resumes and ceases work each day.

**5.11.** These time cards must be kept on the premises of the employer where the work is done for at least one year and they must be available at all times for examination by the secretary and/or inspectors of the parity committee.

**5.12. Second shift :** A second shift may be established upon the following conditions :

(a) the employer must secure a permit authorizing a second shift arrangement, in pursuance of the Act respecting occupational health and safety (S.Q., 1979 c. 63 ; after consolidation : R.S.Q., c. S-2.1) ;

(b) the parity committee must be advised in writing not less than 15 days before the second shift is to be put into operation ; such notification shall indicate the date of commencement of the second shift, the intended working hours and the approximate number of people to be employed ;

(c) the standard working week consists of 37 ½ hours scheduled over 5 working days, Monday through Friday, between 16 h and 0 h, with ½ hour break for the evening meal ;

(d) employees shall be paid a shift premium of 10% over their regular rates of pay. This premium which shall not be incorporated into the regular rates of pay shall be indicated separately in the pay records of the employees

and shall be included in the calculation of holiday pay, vacation pay and the rate of time and one half for overtime ;

(e) all employees on the second shift are guaranteed and must be paid for at least 25 hours of work each week and in no event less than 5 hours each working day, at their regular rates of pay, plus the 10% shift premium, provided such employees are available for work for such number of hours ;

(f) all hours worked before 16 h and after 0 h shall be paid for at the rate of time and one half ;

(g) for purposes of this section, an employee's regular rate of pay is the hourly or piece-work rate paid or agreed upon between him and his employer even if this rate exceeds or yields more than the minimum hourly rate of the Decree ;

(h) all other provisions of this Decree, as long as they are not inconsistent with the special conditions of this section, shall apply to employees working on a second shift and to their employers.

## **6.00. Certain work prohibited**

**6.01.** No employer may employ a homemaker and no one may do homework.

For the purposes of this Division, "homework" means all work performed in whole or in part on garments covered by this Decree in premises occupied mainly as living quarters or in any part, annex or appurtenance thereof ; "homeworker" has a corresponding meaning.

**6.02.** Except in the case of buttonhole makers by machine, no employer may, directly or indirectly, employ a worker to work in his establishment on a section or part of a garment on a contracting or sub-contracting basis.

## **7.00. Sale of stock or bonds prohibited**

**7.01.** It is prohibited for any employer as a condition of employment or continuation of employment, either directly or indirectly, to sell to any employee or worker, any interest in the employer's business, either by way of stock, bonds, debentures or any other securities.

## 8.00. Work on more than one operation

**8.01.** When an employee, during any working week, performs 2 or more operations for which different minimum rates apply under the same table of the Decree, he is paid the rate of wages determined by the operation calling for the highest minimum hourly rate, unless the time worked in each of the operations is established by the employer by means of daily records.

**8.02.** When an employee, during any working week, performs 2 or more operations which are contained in 2 or more tables of the Decree, he is paid the rate of wages determined by the operation calling for the highest minimum hourly rate, unless the time worked in each of the operations is established by means of daily records.

**8.03.** When an employee, during any working week, works on clothing subject to the Decree and on garments exempted from the Decree, then he shall be paid not less than the rate of wages determined by the work subject to the Decree, unless the time worked on each type of garments is established by the employer by means of daily records.

**8.04.** When such daily records are kept, then the employee is paid for the time spent on each operation not less than the minimum rate exigible for such operation.

**8.05.** Such records are kept in a form to be approved by the parity committee, one copy of which is to be retained by the employer for at least one year and made available for examination by the secretary and/or the inspectors of the parity committee, and the other copy to be given each week to the employee.

**8.06.** However, the parity committee may, upon application by an employer, accept a composite minimum hourly rate for employees working under conditions outlined in sections 8.01, 8.02 and 8.03.

**8.07.** In determining the said composite minimum hourly rate, the time spent on each of the operations and the respective minimum hourly rates must be taken into account as set forth in the following sections.

**8.08.** When an employee performs 2 operations under conditions outlined in sections 8.01 and 8.02, then the composite minimum hourly rate is to be determined by the time spent on each of the operations and the respective minimum hourly rates.

For example, an employee during a working week works :

60% on operation 1, minimum . . . . .	3,00 \$
40% on operation 2, minimum . . . . .	2,00
the resulting composite minimum hourly rate is :	
60% of 3 \$ . . . . .	1,80
40% of 2 \$ . . . . .	0,80
	or 2,60 \$.

**8.09.** When an employee performs 3 or more operations under conditions outlined in sections 8.01 and 8.02, then only the 2 operations carrying the highest minimum hourly rates must be taken into account ; the time spent on the remaining operations is deemed as having been worked on the second highest operation.

For example, an employee during a working week works :

60% on operation 1, minimum . . . . .	3,00 \$
30% on operation 2, minimum . . . . .	2,00
10% on operation 3, minimum . . . . .	1,75
the resulting composite minimum hourly rate is :	
60% of 3 \$ . . . . .	1,80
40% of 2 \$ . . . . .	0,80
	or 2,60 \$.

**8.10.** When an employee performs an operation under conditions outlined in section 8.03, the composite hourly minimum rate is to be determined by taking into account the time spent on the operation performed on the jurisdictional garments and the corresponding Decree rate, together with the time spent on the exempted garments and the legally exigible hourly rate for this work.

For example, an employee during a working week works :

60% on operation 1 (jurisdictional) . . . . .	3,00 \$
40% on operation 2 (exempted) . . . . .	1,50
the calculation would be based on :	
60% of 3 \$ . . . . .	1,80
40% of 1,50 \$ . . . . .	0,60
	or 2,40 \$.

**8.11.** When an employee performs 2 or more operations under conditions outlined in section 8.03, the composite hourly minimum rate is to be determined by taking into account the operation on jurisdictional garments carrying the highest rate, combined with the legally exigible minimum rate for the exempted work. The time spent on the remaining operation on jurisdictional garments shall be deemed to have been worked on the highest jurisdictional operation.

For example, an employee during a working week works :

50% on operation 1 (jurisdictional) . . . . .	3,00 \$
30% on operation 2 (jurisdictional) . . . . .	2,00
20% on operation 3 (exempted) . . . . .	1,50
the calculation would be based on :	
80% of the minimum of operation 1, 3 \$ . . . . .	2,40
20% of the minimum of operation 3, 1,50 \$ . . . . .	0,30
or 2,70 \$.	

**8.12.** Under no circumstances shall the composite minimum hourly rate be based on less than 50% of the operation calling for the highest rate.

**8.13.** Employers who apply for such composite rates must keep a record of production showing the type of garments made and shall provide the parity committee with such information and in such form as the committee may require, so long as the composite rates prevail.

**8.14.** The parity committee shall have the right at any time to revise or rescind any composite rates so accepted.

**8.15.** Notwithstanding this Division, no composite rate shall be permitted for employees engaged solely in the production of pants under the conditions of sections 8.02 and 8.03.

**8.16.** In the event that a contractor previously engaged in the manufacture of a particular class of pants becomes liable for payment of higher rates in virtue of the provisions of this Decree with respect to mixed production, the joint and several responsibility of any manufacturer dealing with the said contractor, other than the manufacturer whose goods created the greater liability, shall become effective 15 days after notification by the parity committee of the mixed production of the contractor.

**8.17.** When a manufacturer has not supplied the parity committee with details of work contracted out, as provided elsewhere in this Decree, the said parity committee is not obliged to notify the said manufacturer of the change in status of a mixed contractor and the said manufacturer is jointly and severally liable for such increased rates as may apply as of the date such increase is made effective.

#### **9.00. Minimum wage rates**

**9.01.** Subject to Division 10.00, the employee shall receive during the standard workday, according to the operation performed and the class thereof or according to the number of months of employment for the apprentice, the

corresponding minimum rates in the schedules as provided for in sections 9.02 and 9.03.

#### **9.02. Classification of operations and wage scale :**

**Table I**

##### **Class A garments**

#### **PART I HOURLY MINIMUM WAGE RATES FOR THE OPERATIONS PERFORMED IN THE MANUFACTURE OF CLASS A GARMENTS**

*Classification of operations  
as described in Part II of  
this Table*

<i>Class</i>	<i>1</i>	<i>Zones 2 &amp; 3</i>
A . . . . .	6,70 \$	6,52 \$
B . . . . .	6,10	5,90
C . . . . .	5,55	5,45
D . . . . .	4,85	4,75
E . . . . .	4,40	4,30
F . . . . .	4,10	4,10

#### **PART II CLASSIFICATIONS OF OPERATIONS PERFORMED IN THE MANUFACTURE OF CLASS A GARMENTS**

##### **(1) Coats, pants and vests**

##### **Cutting and trimming operations**

###### *Class*

**A :** Marking (making lays on paper or cloth, which includes tracing the outline of a pattern on paper with a pen or pencil, after the lay is made by the marker), or knife cutting (cloth). Trimming (marking or cutting body or sleeve linings). These operations include all operations hereinafter listed in Classes C, D, E and F.

**C :** Chopping by hand or electric shears. Assistant trimming, which includes marking or cutting with shears or with a knife, trimming materials other than body or sleeve linings. These operations include all operations hereinafter listed in Classes D, E and F.

**D :** Piling. Operating die-cutting equipment. Operating spray-marking or photo-marking machine. Matching parts, including fronts, backs or sleeves. These operations include all operations hereinafter listed in Classes E and F.



**E :** Undercollar cutting. Separating. These operations include all operations hereinafter listed in Class F.

**F :** Operating Soabar machine or making, printing stapling or sewing tickets. General hand or floor help, which includes bundling, pattern distributing, or any other unskilled operation performed in the cutting room.

**(2) Coats and vests**

**Pressing operations**

**B :** Offpressing by hand iron, which includes :

- (1) pressing complete garment ;
- (2) pressing inside only ;
- (3) removing shine only ;
- (4) ironing (smoothing lining by electric steam iron).

**C :** Toppressing by steam machine, which includes :

- (1) pressing edges, sleeves, fronts, shoulders or lapels ;
- (2) creasing collar or armholes ;
- (3) sponging fronts or backs ;
- (4) pressing required in permanent or durable press process.

**D :** Underpressing, which includes :

- (1) pressing seams, linings, darts, (vees), pockets, canvas, tape, shoulders, armholes, and sundry parts of garments ;
- (2) creasing shape (before top collar basting) ;
- (3) fusing fronts, facings or parts ;
- (4) ironing (smoothing lining by electric steam iron when performed by an employee who does no offpressing or toppressing).

**Machine operations**

**C :** Sewing in sleeves. Taping edges. Sewing shape of garments. Making pockets by plain machine, which includes :

- (1) making single or double beesoms ;
- (2) sewing on flaps, welts or patches.

Tacking pockets by plain machine, which includes positioning pocket, closing mouth of pocket or tacking corners, whether pocket is made by plain or special machine. Stitching edges of fronts.

**D :** Stitching collars, flaps, patches or welts. Making buttonholes or eyelets. Making or raising seams on flaps, welts, patches, or sewing beesoms to flaps.

Operating die-cutting equipment.

Joining, which includes :

- (1) joining or raising shoulders, side or back seams ;
- (2) sewing or stitching vees, bottoms, vents or vent linings ;
- (3) making, stitching or sewing fly fronts, pleats or waistbands.

Making linings, which includes :

- (1) sewing lining to facing or to side seams, or zipper to facing or to lining ;
- (2) making or tacking pocket by plain machine ;
- (3) sewing or joining vees, yokes or shoulder seams of lining ;
- (4) sewing sleeve lining to body.

Operating automatic welt-pocket machine. Sewing braid or fur (real or imitation) to collar or lapels. Sewing topcollar to undercollar, or sewing collar corners by plain machine. Basting, tacking or sewing gorge. Basting edges, bottoms, fronts, lapels, canvas, facings or linings including pleats and yokes. Sewing undercollars to neck, or topcollar to lining, by plain machine. Operating double needle machine. Sewing bottom of sleeves (shell to shell). Basting topcollar or undercollar to neck. Trimming and tacking armholes.

Felling by special Durkopp or A.M.F. type machine. Tacking welts by special zig-zag machine. Preparing armholes, which includes :

- (1) basting lining or cloth around armhole ;
- (2) basting shoulder seams or crease of armhole lining.

**E :** Making canvas fronts, which includes chest pieces. Sewing backs, linings, vees or neck pieces on vests. Basting or taking bridles, vents, shoulder pads, sleeve heads, flaps, or lining to neck. Making sleeves, which includes all operations performed on sleeves or sleeve linings not otherwise classified.

Making trimmings, which includes making pleats on patches, preparing scarf pockets, sewing facing to pocket lining or closing pockets (sewing around bag when performed as a separate operation after pocket has been tacked). Sewing canvas to front or to facing. Making, or sewing on, or stitching edges of small parts. Taping armholes or sewing stay. Serging, sewing piping or bookseaming which includes bookseaming lining to vents. Sewing buttons or labels.

Felling, blind-stitching, or blind-stitch tacking by special Lewis-type machine. Turning and creasing parts by die machine. Imitation hand-stitching. Operating automatic dart-sewing machine. Basting edges of small parts.

Sewing undercollar to neck of coat, or basting, or joining topcollar to undercollar, by special machine. Stapling canvas or facings. Making undercollars, which includes all operations on undercollars not otherwise classified. Making flaps by automatic or template machine. Basting chest pieces only. Trimming by knife machine. Bar tacking, which includes tacking buttonholes, buckles or canvas to shoulder points.

**F :** Thread marking. Operating Soabar machine, or making, printing, sewing or stapling tickets. Making covered buttons or riveting snaps. Basting mouth of pocket. Making ticket pocket or bagging the pocket before pocket is attached to the front.

Making or sewing on armhole shields (when performed as a separate operation). Gathering or basting stay to sleeve head. Shirring canvas. Tacking fronts for shaping, or hangers, or cuffs. Making loops or imitation buttonholes.

### Hand operations

**C :** Fitting, which includes the sorting, matching and cutting with shears or electric knife, preparatory to the sewing operations garment parts or linings which have been blocked by the cutter or the trimmer. Basting or stitching edges for body or other parts of garment. Underbasting (first basting of facing to front). Shaping. Basting on topcollar (hand-set collar).

**D :** Examining. general tailoring and busheling (including try-on basting). Basting canvas, facing or linings, which includes pleats, yokes and vents. Trimming and tacking armholes. Basting undercollar to neck. Basting topcollar to neck or to undercollar (sandwich collar).

Preparing armholes which includes :

- (1) basting lining or cloth around armhole ;
- (2) basting shoulder seams or crease of armhole lining.

**E :** Finishing or tacking, which includes all felling or tacking operations. Basting, tacking or pinning shoulder pads, sleeve heads, bottom of sleeve lining, cuffs, or mouth of pocket. Making or marking buttonholes. Matching flaps or welts, when done by an employee who does not use shears or knife. Chalking patches, collars, front, lapels or bottoms. Marking or sewing buttons. Separating (assembling cut parts preparatory to sewing). Trimming or turning points or coats. Trimming armhole, bottom of lining, edges (canvas) or gorge. Cutting open pockets or darts on fused fronts.

**F :** Sewing on tickets. Marking or cutting thread. Pulling bastings or cleaning. Chalking, which includes bottom of sleeves, bridles, collar stand, welts, pockets or flaps. Positioning fusible material for processing in automatic fusing press. Picking up fused parts. Trimming around canvas or sleeve lining. Tacking fronts for shaping. Trimming or turning small parts. Pairing or numbering. General hand or floor help, comprising all minor operations not otherwise classified.

### (3) Pants

#### Machine, hand or pressing operations

**C :** Making pockets on men's pants by plain machine (back, front or watch) which includes :

- (1) making beesoms or welts ;
- (2) sewing on flaps, patches or tabs ;
- (3) sewing second stitch on back pocket when pocket is set by plain machine ;
- (4) tacking pockets by plain machine which includes positioning pocket, closing mouth of pocket and tacking

corners (from inside or outside) on regular or slant-type pockets.

Seaming on men's pants (inside, outside or back), which includes sewing lap seams, raised seams or braid. Pressing legs or tops, which includes the pressing required in the permanent or durable press process. Stitching lining on men's pants, which includes stitching tops (waistbands). Sewing lining to waistband on men's pants by plain machine. Sewing cloth waistband to men's pants.

**D :** Operating automatic welt-pocket machine. Sewing lining to waistband by special machine. Stitching down flys (black or white). Making repairs by machine. Fitting, which includes separating. Making pockets, seaming, or stitching linings on boys' pants, as defined in Class C. Sewing lining to waistband on boys' pants. Sewing cloth or elastic waistband on boys' pants. Attaching side pockets to pants by automatic sewing machine. Seaming by automatic machine : (long seam sewer). Operating die-cutting equipment.

**E :** Underpressing, which includes fusing. Separating, when performed by an employee who uses no shears and does no fitting. Sewing second stitch on back pocket when pocket is made by automatic welt-pocket machine. Making buttonholes. Making trimmings, which includes sewing facing to pocket linings, or preparing watch pockets. Sewing on zipper, side straps, side tabs or loops. Making or stitching small parts. Sewing crotch pieces or vees. Stitching edges of flys, backflys or side pieces. Making corners of waistbands. Sewing canvas or non-woven material to cloth waistband. Making or sewing flys or fly linings. Basting or felling waistband lining or edges. Closing curtain. Sewing, making or tacking pleats or cuffs. Sewing labels or heel protectors. Finishing, which includes finishing crotch, and all felling not otherwise classified. Examining or making minor repairs by hand. Turning and creasing parts by die machine. Closing, stitching, binding or sewing piping around pockets (sewing around bag when performed as a separate operation after pocket has been tacked). Operating automatic dart-sewing machine. Serging or bar tacking.

**F :** Sewing buttons. Spraying for permanent crease. Making loops. Setting hooks and eyes. Threading or cutting zipper. Chalking. Trimming or pinking bottoms. Operating Soabar machine or making, printing, stapling or sewing tickets. Cleaning or brushing. Pairing or numbering. General hand or floor help, comprising all minor operations not otherwise classified.

**Table II**

**Class B garments**

**PART I**

**HOURLY MINIMUM WAGE RATES FOR THE OPERATIONS PERFORMED IN THE MANUFACTURE OF CLASS B GARMENTS**

<i>Classification of operations as described in Part II of this Table</i>		
<i>Class</i>	<i>1</i>	<i>Zones 2 &amp; 3</i>
AZ .....	6,25 \$	6,00 \$
BZ .....	5,45	5,35
CZ .....	5,05	4,95
DZ .....	4,75	4,60
EZ .....	4,40	4,30
FZ .....	4,10	4,10

**PART II**

**CLASSIFICATION OF OPERATIONS PERFORMED IN THE MANUFACTURE OF CLASS B GARMENTS**

**Cutting and trimming operations**

*Class*

**AZ :** Marking (making lays on paper or cloth, which includes tracing outline of pattern on paper, by pen or pencil, after the lay is made by the marker), or knife cutting (cloth). Trimming (marking or cutting body or sleeve linings). Leather cutting. These operations include all operations hereinafter listed in Classes BZ, DZ and FZ.

**BZ :** Chopping by hand or by electric shears. Assistant-trimming, which includes marking or cutting with shears or with a knife, trimming materials other than body or sleeve linings. These operations include all operations hereinafter listed in Classes DZ and FZ.

**DZ :** Piling. Operating die-cutting equipment. Operating spray-marking or photo-marking machine. Matching parts, which includes fronts, backs or sleeves. These operations include all operations hereinafter listed in Class FZ.

**FZ :** Operating Soabar machine, or making, printing, stapling or sewing tickets. General hand or floor help, which includes bundling, pattern distributing, or any other unskilled operations performed in the cutting room.

#### Pressing operations

**BZ :** Offpressing by hand iron (pressing complete garment or blocking armholes). Toppressing by steam machine, which includes :

- (1) pressing edges, sleeves, chests, shoulder or lapels ;
- (2) creasing collar or armholes ;
- (3) sponging fronts or backs ;
- (4) blowing (steaming garments) ;
- (5) pressing required in permanent or durable press process.

**DZ :** Underpressing, which includes :

- (1) pressing seams, linings, darts (vees), pockets, canvas, tape, shoulders, armholes and sundry parts of a garment ;
- (2) fusing fronts, facings or parts ;
- (3) ironing (smoothing by electric steam iron when performed by an employee who does not offpressing or toppressing).

#### Machine operations

**CZ :** Sewing in sleeves. Making pockets by plain machine, which includes :

- (1) making single or double beesoms ;
- (2) sewing on flaps, welts or patches.

Sewing shape of garments. Taping edges. Making samples. Stitching edges of fronts including the collar when attached to the garment.

**DZ :** Raising seams on flaps or patches. Sewing collar to body or lining, or closing neck. Making buttonholes or eyelets. Operating die-cutting equipment.

Joining, which includes :

- (1) joining or raising shoulders, side or back seams ;

(2) sewing or stitching vees, bottoms, vents or vent linings ;

(3) making, stitching or sewing fly fronts, pleats or waistband ;

(4) sewing sleeve to body, when sewn into an open coat ;

(5) sewing or stitching yokes on fronts or backs.

Making linings, which includes :

(1) sewing lining to facing or to side seams, or sewing zipper to facing, or to lining ;

(2) making or tacking pocket by plain machine ;

(3) sewing or joining vees, yokes or shoulder seams of lining ;

(4) sewing sleeve lining to body.

Sewing bottom of sleeve (shell to shell). Operating double-needle machine. Trimming and tacking armholes. Closing coat (shell to shell). Tacking pockets by plain machine, which includes positioning pocket, closing mouth of pocket or tacking corners, whether pocket is made by plain or by special machine. Making general repairs. Sewing or stitching zipper or tape to front or to side body. Making collars. Operating automatic welt-pocket machine. Basting facings, linings or edges.

**EZ :** Making, sewing out by template, basting or stitching small parts. Sewing braid or fur (real or imitation) to collar or lapels. Making sleeves, which includes all operations performed on sleeves or sleeve linings not otherwise classified. Sewing on or taking loops, straps, tabs, insignia, epaulets or leather trimmings by plain machine. Sewing canvas to front or to facing. Taping armholes or sewing stay. Sewing neckpiece to facings. Making undercollars, which includes all operations on undercollars not otherwise classified. Sewing on elastic waistband. Operating automatic dart-sewing machine.

Sewing or stitching zipper to hood. Trimming by knife machine. Sewing buttons or labels. Making trimmings, which includes sewing facing or zipper to pocket lining, making ticket pockets or sewing piping. Sewing on pads or armhole shields. All special machine operations, including bar tacking, serging, felling and blind-stitching, not otherwise classified.

**FZ :** Making loops or tacking hangers. Closing pocket (sewing around bag when performed as a separate operation after pocket has been tacked). Turning and creasing parts by die machine. Operating Soabar machine, or making, printing, sewing or stapling tickets. Thread marking. Making covered buttons or riveting snaps.

**Hand operations**

**DZ :** Shaping. Making general repairs.

**EZ :** Separating (assembling cut parts preparatory to sewing). Finishing, which includes all basting, felling or tacking operations not otherwise classified. Sewing buttons. Examining. Marking buttons or buttonholes.

**FZ :** Trimming or turning garments or small parts. Chalking. Pairing or numbering. Thread marking or cutting. Pulling basting or cleaning. Positioning fusible material for processing in automatic fusing press. Picking up fused parts. General hand or floor help, comprising all minor operations not otherwise classified.

**Table III**

**Odd pants**

**PART I**  
**HOURLY MINIMUM WAGE RATES FOR THE**  
**OPERATIONS PERFORMED IN THE**  
**MANUFACTURE OF ODD PANTS**

*Classification of operations  
as described in Part II of  
this Table*  
Class

1 Zones  
2 & 3

AX .....	6,25 \$	6,00 \$
BX .....	5,20	4,95
CX .....	4,65	4,45
DX .....	4,40	4,30
EX .....	4,10	4,10

**PART II**  
**CLASSIFICATION OF OPERATIONS**  
**PERFORMED IN THE MANUFACTURE OF ODD**  
**PANTS**

**Cutting and trimming operations**

*Class*

**AX :** Marking (making lays on paper or cloth which includes tracing outline of pattern on paper, with pen or pencil, after lay is made by the marker). These operations include all operations hereinafter listed in Classes BX, CX and EX.

**BX :** Trimming (marking or cutting trimmings). Knife cutting. These operations include all operations hereinafter listed in Classes CX and EX.

**CX :** Piling. Operating spray-marking or photo-marking machine. Operating die-cutting equipment. Matching fronts, backs or sides. These operations include all operations listed in Class EX.

**EX :** Operating Soabar machine or making, printing, stapling or sewing tickets. General hand or floor help, which includes bundling, pattern distributing or any other unskilled operation performed in the cutting room.

**Machine and hand operations**

**BX :** Making pockets on men's pants by plain machine (back, front or watch) which includes :

- (1) making beesoms or welts ;
- (2) sewing on flaps, patches or tabs ;
- (3) sewing second stitch on back pockets when pocket is set by plain machine ;
- (4) tacking pockets by plain machine, which includes positioning pocket, closing mouth of pocket and tacking corners (from inside or outside) on regular or slant-type pockets.

Seaming on men's pants, (inside, outside or back), which includes sewing lap seams, raised seams or braid. Pressing legs or tops, which includes the pressing required in the permanent or durable press process. Stitching linings on men's pants, which includes stitching tops (waistbands). Sewing lining to waistband on men's pants by plain machine. Sewing cloth waistband to men's pants. Operating feed-off the arm machine.

**CX :** Operating automatic welt-pocket machine. Sewing lining to waistband by special machine. Sewing elastic waistband. Stitching down flys (black or white). Making repairs by machine. Fitting, which includes separating. Seaming by automatic machine (long seam sewer). Attaching side pockets by folder or by automatic sewing ma-

chine. Operating die-cutting equipment. Seaming on men's or boys' pants (inside, outside or back) by safety stitch machine.

Sewing on patch pockets which have been previously creased. Sewing cloth waistband by banding machine.

**DX :** Making pockets, seaming or stitching linings on boys' pants, as defined in Class BX. Sewing lining to waistband on boys' pants. Sewing cloth or elastic waistband to boys' pants. Stitching down flies (black or white) on boys' pants. Underpressing, which includes fusing. Separating, when performed by an employee who uses no shears and does no fitting. Sewing second stitch on back pocket when pocket is made by automatic welt-pocket machine. Making buttonholes. Making trimmings, which includes sewing facing to pocket linings, or preparing watch pockets. Sewing on zipper, side straps, side tabs or loops. Making or stitching small parts. Sewing crotch pieces, vees or back yokes. Stitching edges of flies, backflies or side pieces. Making corners of waistbands. Sewing canvas or non-woven material to cloth waistband. Making or sewing flies or fly linings. Basting or felling waistband lining or edges. Closing curtain. Sewing, making or tacking pleats or cuffs. Sewing labels or heel protectors. Finishing, which includes finishing front crotch and all felling not otherwise classified. Examining or making minor repairs by hand. Turning and creasing parts by die machine. Closing, stitching, binding or sewing piping around pockets (sewing around bag when performed as a separate operation after pocket has been tacked). Operating automatic dart-sewing machine. Serging or bar tacking. Closing front pocket facing to pants.

**EX :** Sewing buttons. Spraying for permanent crease. Making loops. Setting hooks, eyes, rivets or snaps. Threading or cutting zipper. Chalking. Trimming or pinking bottoms. Operating Soabar machine or making, printing, stapling or sewing tickets. Cleaning or brushing. Pairing or numbering. General hand or floor help, comprising all minor operations not otherwise classified.

**Table IV**

**Children's clothing**

**PART I**

**HOURLY MINIMUM WAGE RATES FOR THE OPERATIONS PERFORMED IN THE MANUFACTURE OF CHILDREN'S CLOTHING**

*Classification of operations  
as described in Part II of  
this Table*

Class	Zones	
	1	2 & 3
AY . . . . .	5,80 \$	5,70 \$
BY . . . . .	5,55	5,45
CY . . . . .	4,80	4,70
DY . . . . .	4,30	4,20
EY . . . . .	4,10	4,00

**PART II**

**CLASSIFICATION OF OPERATIONS PERFORMED IN THE MANUFACTURE OF CHILDREN'S CLOTHING**

*Class*

**AY :** Marking (Making lays on paper on cloth which includes tracing outline of pattern on paper, with pen and pencil, after lay is made by the marker). Toppressing by steam machine.

**BY :** Knife cutting.

**CY :** Marking or knife cutting (linings or trimmings). Making samples or general repairs. Sewing in sleeves or collars. Sewing facings to coat front.

**DY :** Joining or raising seams on outer-shell of coats. Basting or stitching edges of fronts or small pieces. Making collars or sleeves. Operating felling machines. Operating automatic welt-pocket machine. Making buttonholes or eyelets. Sewing zipper to fronts, facings or linings. Sewing fur to collar or sleeves. Sewing sleeve to body before side seams are closed. Sewing sleeve bottom (lining to cloth). Sewing tape or canvas to fronts. Making or tacking pockets. Making linings or closing bottoms of coats. Operating double-needle machine or automatic long seamer machine. Piling. Underpressing steam blowing or fusing. Operating photomarking machine.

**EY :** Making trimmings, including undercollars, hoods, loops or small parts. Marking buttons or buttonholes. Sewing buttons, labels, tickets, piping, ribbons or pads. Trimming or turning coats or small parts. Examining, hand finishing, cleaning or brushing coats. Operating Soabar machine, separating or thread marking. Bar tacking or serging. Tacking pads, loops or buttonholes. Taping shoulders or armholes. Trimming or tacking armholes. General hand or floor help, comprising all minor operations not otherwise classified.

### 9.03. Schedule of apprentice wage rates

#### Scale of promotion :

first 6 months of experience :	3,47 \$
from 7 <sup>th</sup> to 10 <sup>th</sup> month :	3,85
from 11 <sup>th</sup> to 14 <sup>th</sup> month :	4,20
from 15 <sup>th</sup> to 18 <sup>th</sup> month :	4,60
from 19 <sup>th</sup> to 22 <sup>nd</sup> month :	5,05
from 23 <sup>rd</sup> to 26 <sup>th</sup> month :	5,55
from 27 <sup>th</sup> to 30 <sup>th</sup> month :	6,15
as of the 31 <sup>st</sup> month :	6,70

### 9.04. Application :

(1) The hourly rate of an apprentice must be increased until he attains the minimum rate prescribed for his class of operation.

(2) A newly-engaged employee with previous experience in the industry must be paid the rate of wage corresponding to the duration of his experience in comparable or similar operations.

(3) An employee who is receiving the minimum wage rate prescribed for his operation and is transferred to another operation which calls for a higher minimum rate must continue to be paid at least the same hourly rate for the first 4 months in his new operation. At the conclusion of this 4 month period, his rate shall then be increased to the rate set out in the above Table of apprentice wage rates which is closest to his actual rate and every 4 months, thereafter, until he attains the prescribed minimum rate for his new operation.

### 9.05. Trainee :

(1) The term "trainee" means an employee under the age of 18 and who has no experience in the industry. Notwithstanding the Table of apprentice wage rates provided for in section 9.03, an employer may pay a trainee the hourly rate prescribed for an employee under the age of 18 in the Regulation respecting labour standards (c. N-1.1, r.

3) or in any other further regulation which could amend or replace it. Upon the attainment of age 18 or the completion of 3 months of experience, the trainee must be classed as an apprentice but deemed to be without experience in the industry.

(2) **Promotion of apprentices of children's clothing :** Notwithstanding the foregoing, the hourly wage rate of an apprentice engaged in the manufacture of children's clothing is determined as follows :

(a) the starting rate for an apprentice is at least 0,05 \$ higher per hour than the hourly rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it ;

(b) a newly hired employee as apprentice with previous experience in the industry is paid the wage rate corresponding to the duration of his experience in comparable or similar operations ;

(c) after 3 months of service, and every 3 months thereafter, the apprentice's rate is increased by 0,15 \$ until he attains the minimum rate prescribed for his class of operation ;

(d) should an employee, after attaining the minimum wage rate prescribed for his operation, be transferred to another operation calling for a higher minimum rate he continues to be paid at least the same hourly rate for the first 3 months in his new operation. At the conclusion of this 3-month period and every 3 months thereafter, his rate is increased by 0,15 \$ until he attains the prescribed minimum rate for his new operation.

**9.06. Special provision respecting minimum wage rates :** Notwithstanding any other provision of this Decree, whenever hourly minimum wage rates provided for in this Decree are or become inferior to those provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it, the superior rates of the regulation replace the inferior rates of the Decree.

**9.07. General wage increases :** Subject to section 9.10, all general wage increases rendered obligatory by the amendments previously made to this Decree and paid separately from piece-work or other incentive earnings, shall continue to be paid.

**9.08. Further general wage increases :** All employers shall grant to all their employees, whether they are paid on an hourly, weekly, piece-work or other incentive basis, the following general wage increases :

(a) to employees engaged in the manufacture of Class A garments, Class B garments or odd pants, a 17% general increase as of 2 April 1980 ;

(b) to employees engaged in the manufacture of children's clothing, a 0,35 \$ per hour general increase as of 7 January 1980 and a 0,40 \$ per hour general increase as of 2 April 1980.

However, any general increase paid by an employer after 1 December 1978 is considered as partial payment or full payment of the said increases, depending on the amount of the increase granted.

**9.09. Computing general wage increases :** The general wage increases provided for in section 9.08 are computed and paid as follows :

(a) to employees paid on an hourly or week-work basis, by adding their due increase to their actual hourly rates. "Actual hourly rate" means the hourly rate paid or payable to an employee, plus all adjustments and increases in force, even though such rate may be in excess of the minimum rate of this Decree ;

(b) to employees paid on a piece-work, incentive or other basis, by adding their due increase to such piece-work, incentive or other earnings and to all adjustments and increases in force.

The increase given or payable to employees paid on a piece-work, incentive or other basis is calculated and recorded in the individual pay records of the employees, each week, separately from their piece-work or other earnings.

**9.10. Incorporation of increases :**

(1) Subject to the conditions hereinafter set out, any employer may incorporate the general statutory wage increases provided for in sections 9.07 and 9.08, by adjusting the piece-work or incentive rates of his employees to compensate for the said increases.

(2) The required compensating adjustment is made by increasing the piece-work or incentive rates of each section by the same percentage that the wage increase is to the straight-time average hourly earnings of the section during a continuous 6-week period ending within 3 months immediately preceding the effective date of the incorporation.

(3) For purposes of this section, a "section" means :

(a) an employee working alone on one or more operations and paid on a piece-work or incentive basis ; or

(b) 2 or more employees performing the same operations and paid on a piece-work or incentive basis.

(4) All the required calculations are made in the manner prescribed by the parity committee. Copies of these calculations, together with the original and adjusted rates, are filed with the parity committee for verification and examination at least 30 days before the new rates are put into effect.

(5) Should the parity committee find that the incorporation has been effected by a method which is contrary to the spirit and intent of this section, then, upon notice from the parity committee, the employer shall pay to all his employees the increases provided for in section 9.08 or, at the sole option of the parity committee, the employer shall pay to all his employees wage increases calculated in accordance with a formula determined by the parity committee.

**9.11. Incorporation in conformity with collective agreement :** If an employer has entered into a collective labour agreement with a recognized union representing his employees which prescribes a method for the incorporation of the foregoing wage increases different from the method of incorporation set forth in section 9.10 then such employer shall not be bound by said section 9.10 and may incorporate said adjustments in conformity with the said collective labour agreement, subject however to the conditions prescribed in section 9.07 dealing with incorporation of the general wage increase into piece-work or incentive rates.

**9.12. Rates for certain garments :** For all work performed on certain Class B garments such as ski jackets, golf-jackets, wind-breakers and similar outdoor garments that are not longer than waist-length, the minimum hourly wage rates of Table II, (Class B garments), are reduced by 0,10 \$ for all operations, except cutting (cloth or trimming) and pressing operations, subject to section 9.06.

**9.13.** All the rates of wages set out in sections 9.02 and 9.03 are considered as minimum rates and at no time shall they be considered as maximum rates of wages.

**9.14.** Piece-work rates may be fixed instead of hourly rates provided that such rates do not yield less than the hourly minimum rates established by this Decree.

**9.15. Payment of wages :** All employees governed by this Decree are paid their wages at regular weekly intervals.

The wages, if paid in cash, are given in an envelope.



The following items appear on the pay envelope, the cheque or the deposit advise slip, as applicable, or on a separate pay slip to be given to the employee at the same time as his pay or the making of the deposit :

- (a) employer's name ;
- (b) employee's name in full ;
- (c) employee's punch number ;
- (d) payment date and work period covered ;
- (e) number of regular hours worked ;
- (f) number of overtime hours worked ;
- (g) holiday, vacation or termination pay ;
- (h) hourly wage rate (or rates, where multiple rates apply) ;
- (i) bonuses or other special payments ;
- (j) gross amount of wages ;
- (k) type and amounts of deductions made ;
- (l) net amount of wages.

#### **10.00. Social security**

**10.01.** Minimum hourly rates and apprentice wage rates provided for in section 9.02 and 9.03 are increased by 2%, except when the employer, by contract with a recognized and *bona fide* insurance company or insurance fund recognized by the Superintendent of Insurance of Québec, or, according to an agreement with a certified union representing his employees, is bound to and does pay for the benefit of his employees subject to this Decree a payment at least equal to 2% of the total wages of the said employees for a social welfare plan covering, in whole or in part, sickness, accident, hospitalization, dental care or death benefits and in which plan the employer has no right of refund or rebate, directly or indirectly.

**10.02.** Any such social welfare plan introduced by any employer as described in section 10.01 is subject to examination by the parity committee and, for that purpose, the employer's records shall at all times be open to inspection and examination by the parity committee.

#### **11.00. No reduction in wages**

**11.01.** During the life of this Decree, it is prohibited to make any reduction in the rate of wages, whether on piece-work or hourly rates, either directly or indirectly.

**11.02.** All increases in force and all rates in excess of the hourly minimum rates established by this Decree shall not be reduced.

#### **12.00. Apprentices**

**12.01.** An employer may employ apprentices subject to the following conditions :

(a) the employer must designate on his monthly payroll report to the parity committee the apprentices employed by him as such ;

(b) the number of apprentices employed in an establishment shall not exceed :

i. in Zone 1, 20% of the total number of employees governed by the Decree ;

ii. in Zone 2, 25% of the total number of employees governed by the Decree ;

iii. in Zone 3, 25% of the total number of employees governed by the Decree.

**12.02.** In the event that an employer employs more apprentices than are permitted by section 12.01, then all apprentices employed in excess of the number permitted shall be entitled to and shall receive the minimum rates exigible for their respective operations.

**12.03.** The apprentices entitled to the minimum rates of their respective operations, as provided for in section 12.02, are those apprentices who, at the time an excess number of apprentices are employed, have been longest in the employ of the employer.

**12.04.** For purposes of this Decree, an apprentice is an employee who is learning his trade or craft, or one who is promoted within the establishment where he is employed to perform an operation calling for a rate of wages higher than that of the operation from which he is being promoted.

#### **13.00. Credit to apprentices certificated by specialized schools**

**13.01.** All apprentices certificated by a school regulated by the Specialized Schools Act (R.S.Q., c. E-10) receive an apprenticeship credit in proportion to the duration of their studies and to the results of their examinations ; this clause applies to all trades or occupations governed by this Decree.

#### **14.00. Special permits**

**14.01.** The parity committee may, by resolution, grant, upon proof deemed sufficient, to any employee of limited physical or mental fitness, a certificate authorizing him to work upon conditions determined and different from those contemplated in the Decree.

**14.02.** An employer may apply to the parity committee, in writing, for the issuance of a special permit.

**14.03.** Upon receipt of such application, the parity committee shall make a special investigation and, if the employee comes within the scope of the foregoing definition, the parity committee may issue a permit allowing the employee to work at an hourly rate less than the hourly minimum rate established by this Decree for the operation performed.

**14.04.** Any special rates so fixed is reviewed at least once a year but such rate may be varied at any time by the parity committee should the circumstances which existed at the time of the issuance of the permit change.

#### **15.00. Classification and rates for modified operations**

**15.01.** The parity committee shall have the right to temporarily classify and establish the rates for new or modified operations not provided for in this Decree.

**15.02.** However, in such cases, contracting parties shall present an amendment to the Decree to have such classification adopted by order in council.

#### **16.00. Holidays**

**16.01.** 24 June is a general holiday with pay, in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

**16.02.** The following days are general holidays with pay : New Year's Day, 2 January, Good Friday, Queen's Birthday, 1 July, Labour Day, Thanksgiving Day and Christmas.

**16.03.** The payment of the indemnity for general holidays with pay as provided for in section 16.02 is subject to the following conditions :

(a) the employee must have completed 13 weeks of employment immediately prior to the holiday ;

(b) the employee must be available to work on the working day preceding and on the working day following the holiday ;

(c) the employee engaged in the manufacture of Class A garments, Class B garments or odd pants is not entitled to the holiday pay provided for in section 16.03, if he is entitled to receive for a period including the holiday accident or health benefits under the Unemployment Insurance Act, 1971 (S.C. 1970-71-72, c. 48) or the Workmen's Compensation Act (R.S.Q., c. A-3).

**16.04.** When an employee is absent from work during the working days provided for in paragraph *b* of section 16.03, he is entitled to holiday pay if the absence is authorized by the employer or by the Decree or is due to :

(a) a lay-off of not more than 30 days' duration immediately prior to the holiday ;

(b) illness of not more than 10 weeks' duration ;

(c) death of one of the relatives mentioned in section 16.26 ;

(d) any other serious reason.

#### **16.05. A day's pay :**

(1) For the purpose of computing the pay due to employees for holidays, one day's pay shall mean :

(a) for hourly workers : 8 times the hourly rate.

The hourly rate means the actual hourly rate paid or due an employee, plus the adjustments and increases in force in the week of the holiday ;

(b) for piece workers : 8 times the average hourly earnings.

The average hourly earnings shall be determined for each employee by dividing the actual earnings of such employee during the 4 weeks worked immediately preceding the week during which the holiday occurs by the actual hours worked (regular and overtime). Actual earnings include all increases in force but exclude overtime premiums.

(2) Notwithstanding subsection 1, for employees engaged in the manufacture of Class A garments, Class B garments or odd pants, when a holiday is observed on Friday, a day's pay means for an hourly paid worker 7 times his hourly rate and for a piece worker 7 times his average hourly earnings.

**16.06. Time of payment :** Holiday pay shall be given to the employees on the first regular pay day after the holiday.

**16.07. Permission to change :** Upon a written request made by an employer to the parity committee at least 15 days prior to a holiday, the parity committee may grant a permit authorizing the said employer to substitute for Good Friday, Easter Monday, for Queen's Birthday, Ascension Day and for Thanksgiving Day, All Saints' Day.

Such permit may be granted should the parity committee be satisfied that this change is in accordance with the wishes of the majority of the employees concerned.

**16.08. Transferal of observance date :** Except for 2 January, when one of the general holidays provided for in section 16.02 falls on a Saturday or a Sunday, its celebration is postponed to the following Monday.

When a holiday falls or is celebrated during an employee's annual vacation, the holiday pay is payable during the week following the annual vacation.

**16.09. Payment for work on holidays :** In the event that an employer causes an employee, whether eligible for holiday payment or not, to work on any of the holidays fixed in section 16.02 or on an alternative day chosen as provided for in section 16.07, such work shall be paid for at double the regular rate of pay of such employee. Where applicable, this payment is in addition to the holiday pay due in accordance with this Division.

**16.10. When work on holidays prohibited :** No employer shall have any work done on any of the holidays fixed in section 16.02 or on the day substituted as herein provided, by any person or persons other than those employees regularly in his service prior to the said holiday.

**16.11. Alternative method of payment :** In the event that an employer has entered into a collective labour agreement with a recognized union representing his employees whereby an alternative arrangement is provided for the payment of the holidays mentioned in section 16.02, notwithstanding when such holidays occur, then such employer shall not be bound to pay for the holiday mentioned in section 16.02, so long as he continues to pay in accordance with the collective labour agreement between the employer and the union.

**16.12.** All such alternative methods concerning the fixing of the obligatory holidays mentioned in section 16.02, and the method of payment thereof shall be subject to investigation and examination by the parity committee and should the parity committee find that any alternative

arrangement is contrary to the spirit and intention of the provisions of this Division to provide employees coming within the jurisdiction of this Decree with holidays with pay, then, upon written notice from the parity committee, the employer shall pay to all his employees the holidays in the manner prescribed in this Division.

**16.13. Year-end holiday :** On 24 December, if an employee engaged in the manufacture of Class A garments, Class B garments or odd pants, has completed in Zones 1 or 2, one year of continuous service, or in Zone 3, 2 years of continuous service, he is entitled to the year-end holiday provided for in section 16.14.

**16.14.** The year-end holiday begins on Christmas Day and ends the following New Year's Day.

**16.15.** The employer shall pay his employees entitled to the year-end holiday 2% of their total gross earnings during the 12-month period ending on the pay period nearest to 30 November preceding the holiday.

**16.16.** To qualify for the year-end holiday pay, an employee must be at work or available for work the 5 working days preceding Christmas Day and the 5 working days following New Year's Day.

**16.17.** Absence from work during the 5-day period referred to in section 16.16 does not deprive the employee of his right to the year-end holiday pay when such absence is authorized by the employer, or by Decree, or is due to :

- (a) lay-off ;
- (b) illness ;
- (c) death among the relatives listed in section 16.26 ;
- (d) any other serious reason.

For each day of absence not otherwise provided for in this section, the employer may deduct an amount equal to 1/5 of the employee's year-end holiday pay.

**16.18.** Should an employer cause an employee eligible for the year-end holiday to work during the year-end holiday period, or during any part thereof, such work is paid for at double the regular rate of pay of such employee for each regular hour worked, and at triple the regular rate of pay for each overtime hour worked. This payment is in addition to the year-end holiday pay due in accordance with this Division.

**16.19.** The employer gives the year-end holiday pay on the regular pay day immediately preceding Christmas Day.

**16.20.** In accordance with sections 16.21 through 16.25, the employer grants the employee engaged in the manufacture of children's clothing a vacation with pay consisting of 2 consecutive weeks starting on the Saturday preceding Christmas Day.

**16.21.** Year-end holiday pay is 2% of the employee's gross earnings during the 12-month period ending 30 November and preceding the year-end holiday, if the employee has less than 3 year's service on 1 December or 4% of his gross earnings if he has 3 years or more of service.

**16.22.** To qualify for the year-end holiday an employee shall work or stand ready to work the regular working day preceding and the regular working day following the holiday.

**16.23.** Absence from work on the day preceding or the day following the year-end holiday does not deprive the employee of his right to the year-end holiday pay when such absence is authorized by the employer or by the Decree, or is due to :

- (a) lay-off ;
- (b) illness of not more than 8 weeks' duration ;
- (c) death among the relatives listed in section 16.26 ;
- (d) any other serious reason.

**16.24.** Hours worked during the second week of the vacation mentioned in section 16.20 by an employee entitled to such vacation are paid at double time for the hours of the standard workday and at triple the rate for overtime hours.

**16.25.** Employers give to eligible employees their year-end holiday pay on the regular pay day immediately preceding the holiday. If an employee terminates his employment during the year-end holiday, or fails to return to work after the year-end holiday for any reason other than those enumerated in section 16.23, the employer shall have the right to deduct from any monies due to the said employee an amount equivalent to the year-end holiday pay given to the employee.

**16.26. Bereavement leave :** On the death of an employee's spouse, mother, father, child, brother or sister, the employee who has completed one year of continuous service, is entitled to a leave with pay on the funeral day if such day is a working day.

## **17.00. Annual vacation with pay**

**17.01. Qualifying period :** The qualifying period extends from 1 June of the preceding year to 31 May of the current year.

**17.02. Continuous service period :** For the purposes of this Division, the continuous service period extends from the period during which the employee is bound by a work contract with his employer. The continuous service period is not interrupted when an absence is authorized by the employer or due to illness, work injuries, closing of the establishment, annual vacations, holiday, strike or lock-out.

**17.03. Entitlement to vacation :** The employee who, on 1 June of each year, has completed less than one year of continuous service with the same employer, receives a continuous annual vacation the duration of which is equal to one day of vacation for each month of continuous service, up to a maximum of 2 weeks.

These holidays are granted consecutively.

The employee who, on 1 June of each year, has completed one year of continuous service with the same employer is entitled to 2 consecutive weeks of vacation with pay.

The employee engaged in the production of Class A garments, Class B garments and odd pants, as the case may be, who on 1 June of each year, has completed 3 years of continuous service with the same employer is entitled to a third week of vacation.

**17.04. Vacation period :** The annual vacation is granted during the period which begins the week including St. John the Baptist's Day and ends at the end of the second complete week of the month of August of the current year.

However, the third week of annual vacation may be granted the week which precedes or follows the year-end vacation.

**17.05. Vacation pay calculation :** The annual vacation pay is 4% of the employee's gross earnings earned during the qualifying period if the employee is entitled to 2 weeks' vacation or less and 6% of the employee's gross earnings if he is entitled to 3 weeks of vacation.

**17.06. Vacation pay :** The employee shall be given his vacation pay not later than the last regular pay prior to his departure for vacation.

However, the employee who receives 6% vacation pay and who fails to return to work after his third week of va-

cation loses 1/15 of his vacation pay for each day of unauthorized absence up to 1/3 of the said pay.

**17.07. Severance pay :**

(1) Upon termination of his employment, the employee receives vacation pay owing for any vacation acquired the preceding 1 June, if such vacation has not been taken, plus compensation pay equal to 4% of his earnings for the period having elapsed since the said date.

(2) The compensation pay provided for in subsection 1 is equal to 6%, if the employee is engaged in the manufacture of Class A garments, Class B garments or odd pants and has completed 3 years of continuous service, provided that he has not been dismissed for just cause and that he has given his employer a prior notice of at least 5 working days.

(3) Except if he has been dismissed for just cause, the employee engaged in the manufacture of Class A garments, Class B garments or odd pants, in Zones 1 or 2, receives upon termination of his employment, an additional compensation equal to 2% of his gross earnings during the current calendar year, provided that, on the preceding 24 December he has completed one year of continuous service.

(4) Except if he has been dismissed for just cause, the employee engaged in the manufacture of children's clothing receives upon termination of his employment an additional compensation equal to 2% of his gross earnings during the current calendar year or a compensation equal to 4% if he has completed 3 years of continuous service.

**17.08. Alternative vacation pay method :** An employer, who enters into a collective labour agreement with a certified union whereby he is bound to pay to his employees vacation pay or compensating vacation pay according to an alternative arrangement granting his employees at least the equivalent of that provided for in sections 17.05 and 17.07, is not obliged to make payment in accordance with the said sections.

**17.09. Gross earnings :** For purposes of this Division, the expression "gross earnings" means the total of all sums earned by the employee and, without limiting the generality thereof, includes vacation pay and bonuses.

**17.10. Notice of vacation period :** The employer notifies his employees of the vacation period by means of a notice posted up in a conspicuous place in his establishment, not later than 1 May of the year during which the vacation is given.

If the employer fails to conform to the preceding paragraph, the vacation period shall be granted at the end of the first 2 complete weeks of July.

**17.11. Payment for work during the vacation period :**

In the event that an employer causes an employee to work during the vacation period, he shall pay to such employee, in addition to the compulsory vacation pay, double the employee's regular rate of pay for each regular hour worked and triple the employee's regular rate of pay for each overtime hour worked during the vacation period.

**18.00. Payment of arrears**

**18.01.** Any wages accumulated and due to employees as a result of the adjustment of rates or violations of this Decree shall be paid directly by the employer to the parity committee.

**18.02.** The parity committee shall keep a special record of all monies collected for and distributed to the employees.

**19.00. Registration of contractors**

**19.01.** All employers engaged in the industry governed by this Decree shall forward to the office of the parity committee, during the month of January of each year, in writing, the names and addresses of contractors to whom they sent work to be made up during the preceding months of October, November and December.

**19.02.** In addition to the foregoing obligation, an employer who begins to send work to a contractor not included in the January annual registration, as provided for in section 19.01, shall forward to the parity committee, within 3 days from the sending out of such work, the name and address of said contractor.

**20.00. Employers considered as employees**

**20.01.** In all cases where 2 or more persons who are associated in a firm, partnership, company or otherwise, regularly perform any of the operations ordinarily done by employees, then all such persons performing such operations are subject to the Decree and are considered, for all its purposes, as employees.

**21.00. Duration of the decree**

**21.01.** This Decree remains in force until 1 July 1973. It then renews itself automatically from year to year

unless one or more of the contracting parties notify the other contracting parties in writing to the contrary no more than 60 and no less than 30 days before 1 July of each year. Such notice shall also be filed with the Minister of Labour, Manpower and Income Security and the parity committee.

## SCHEDULE

1. **Keeping of register** : Pursuant to subparagraph g of the second paragraph of section 22 of the Act respecting collective agreement decrees (R.S.Q., c. D-2), all professional employers subject to this Decree shall keep a register indicating the following :

- (a) the name in full and address of each employee ;
- (b) the operation performed ;
- (c) the exact time at which the work was begun, interrupted, resumed and ceased each day ;
- (d) the hourly or daily rates used in computing the wages paid to an employee on time work ;
- (e) the amounts, indicated separately, paid as premium for overtime, holidays, vacation or termination pay, and any other amounts paid as additional remuneration, and the amount of gross weekly remuneration ;
- (f) the deductions, indicated separately ; and the method and date of payment and all other information deemed useful in the application of the Decree.

This register must be kept on the premises of the employer where the work is being done and shall be available at all times for examination by the secretary and/or any inspector of the parity committee.

2. **Piece-work records** : For each employee paid on a piece-work or any other incentive basis, the employer shall also maintain records showing the number of pieces made each week and the price paid per piece or on any incentive basis. These records must be kept on the premises of the employer where the work is being done for at least 6 weeks.

3. **Monthly report** : Pursuant to subparagraph h of the second paragraph of section 22 of the Act respecting collective agreement decrees, all professional employers governed by this Decree, shall transmit to the Joint Committee of the Men's and Boys' Clothing Industry in Québec, a monthly report in writing signed by the professional employer or by an authorized person in his employ, on which shall be given the name in full and address of every employee, the operation performed by him, the number of regular hours and of overtime hours worked each week and the wages paid indicating regular or basic wages as well as any additional remuneration by way of holidays,

vacation or termination pay, bonus or otherwise, the whole on a weekly basis. The said report shall be forwarded to the office of the parity committee on or before the 10<sup>th</sup> day of each month and shall cover the preceding month. Professional employers may obtain the necessary forms for making the said report from the joint committee and they shall at all times keep upon their premises a copy of the said report for a period of at least 12 months, the said copies of report to be made available for examination by the secretary and/or inspectors of the parity committee.

4. **Production reports** : The following information being deemed useful in the application of the Decree and necessary in the exercise of the rights of the parity committee conferred upon it by law, in accordance with subparagraphs e and g of the second paragraph of section 22 and of section 18 of the Act respecting collective agreement decrees, every professional employer shall, upon demand by the secretary and/or any inspector of the Joint Committee of the Men's and Boys' Clothing Industry of Québec, provide the said secretary and/or inspector with full information on the entire production of the said employer to enable the said representatives of the parity committee to classify the type of garments being produced.

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- O.C. 711-63, (1963) 95 O.G., 2243
  - O.C. 1728(C)-65, (1965) 97 O.G., 4835
  - O.C. 105(B)-66, (1966) 98 O.G., 750
  - O.C. 491(B)-66, (1966) 98 O.G., 1985
  - O.C. 161-67, (1967) 99 O.G., 1033
  - O.C. 1746-67, (1967) 99 O.G., 4358
  - O.C. 2380-67, (1967) 99 O.G., 5649
  - O.C. 1270-68, (1968) 100 O.G., 2652
  - O.C. 1404-68, (1968) 100 O.G., 3083
  - O.C. 225-69, (1969) 101 O.G., 948 and 1256
  - O.C. 3941-69, (1969) 101 O.G., 7234
  - O.C. 2473-70, (1970) 102 O.G., 3791
  - O.C. 1385-71, (1971) 103 O.G., 3539
  - O.C. 2097-71, (1971) 103 O.G., 4791
  - O.C. 3210-71, (1971) 103 O.G., 7040
  - O.C. 4408-71, (1972) 104 O.G., 67 and 663
  - O.C. 2963-72, (1972) 104 O.G., 9241
  - O.C. 218-73, (1973) 105 O.G. II, 224
  - O.C. 2379-73, (1973) 105 O.G. II, 4129
  - O.C. 4251-73, (1973) 105 O.G. II, 6457
  - O.C. 4655-73, (1973) 105 O.G. II, 6973
  - O.C. 4258-74, (1974) 106 O.G. II, 4689
  - O.C. 285-75, (1975) 107 O.G. II, 841
  - O.C. 811-75, (1975) 107 O.G. II, 1287 and 1517
  - O.C. 2028-75, (1975) 107 O.G. II, 2311 and 3165
  - O.C. 4066-75, (1975) 107 O.G. II, 5113
  - O.C. 1563-77, (1977) 109 O.G. II, 2409 and 3180
  - O.C. 4061-77, (1977) 109 O.G. II, 6889 and (1978) 110 G.O., 345
  - O.C. 1870-78, (1978) 110 G.O., 2303
  - O.C. 148-79, (1979) 111 G.O., 583
  - O.C. 707-80, (1980) 112 G.O. II, 1373 and 1871



c. D-2, r.28

## Decree respecting bread distributors in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

Montréal Bakers' Association ;

*Les Boulangers unis du Grand Montréal ;*

and, on the other part :

The Bakery, Dairy, Ice Cream, Food Products, Commission Salesmen and Allied Industries Employees' Union, local 973, affiliated to the International Brotherhood of Teamsters ;

*Le Syndicat international des travailleurs de la boulangerie, confiserie et du tabac, section locale 55, ALF, CIO, CLC, QFL ;*

for the employers and the employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 23 August 1958 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been considered as required by the Act ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 23 August 1958.

### 1.00. Definitions

**1.01.** For the purposes of enforcement of this Decree, the following expressions mean :

(a) "employer" : any person, association, corporation, company, owner and/or operator of a bakery ;

(b) "employee" : all delivery men, drivers and/or chauffeurs employed by an employer or engaged in the transportation, shipping or delivery of bakery products ;

(c) "bakery products" : any type of bread, bread rolls, yeast raised sweet goods.

### 2.00. Territorial jurisdiction

**2.01.** The territorial jurisdiction of the Decree includes the island of Montréal, Ile Jésus, Ile Perrot, Ile Bizard, Ile des Soeurs, Ile Notre-Dame, Ile Sainte-Hélène, the cities or municipalities of Saint-Lambert, Longueuil, Saint-Hubert, Boucherville, Lemoyne, Greenfield Park, La Prairie, Brossard, Sainte-Catherine, Caughnawaga, Sainte-Julie, Lachenaie, Terrebonne, Bois-des-Filions, Lorraine, Sainte-Thérèse, Saint-Eustache, Boisbriand, Rosemère, Saint-Louis-de-Terrebonne, Mascouche, Saint-Bruno and Candiac.

### 3.00. Professional jurisdiction

**3.01.** This Decree shall apply to all employers and employees and to all jobbers, franchised operators and any other persons employed in the transportation, shipping, delivery of bakery products, whether or not these products are manufactured within the territorial jurisdiction of this Decree, provided such transportation, shipping or delivery is made within the territorial jurisdiction of this Decree.

**3.02.** However, the Decree shall not apply to the transportation and/or shipping, of bakery products in transit or destined to any place other than a retail sales establishment.

### 4.00. Remuneration

**4.01.** The minimum wage for all employees for a 5-day week is 200 \$.

**4.02. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays the employee at least the minimum weekly wages which would be payable to him according to the Regulation respecting labour standards (c. N-1.1, r.3) or any other further regulation which could amend or replace it.

## **5.00. Working hours**

**5.01. Working days and non-working days :** The regular working week shall consist of 5 working days. No delivery is performed on Sunday and Monday, which are hereby established as non-working days.

## **6.00. General holidays**

**6.01.** No delivery is performed on the following general holidays which are hereby established as non-working days : New Year's Day, 2 January, Easter Monday, the Queen's Birthday, St. John the Baptist's Day, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**6.02.** However, when a general holiday falls on a Tuesday or Saturday, the nearest Monday becomes a working day. Notwithstanding the foregoing, if 1 July falls on a Saturday, the Monday following such holiday remains a non-working day.

**6.03.** Moreover, if it is necessary to ensure that there be at least 4 working days in the week, the Mondays before and after Christmas Day and New Year's Day shall be working days.

## **7.00. Term of the Decree**

**7.01.** This Decree remains in force until 30 December 1980. It is then automatically renewed from year to year thereafter unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security a written notice to the contrary, during October of 1980 or of any subsequent year.

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O.C. 85-59, (1959) 91 O.G., 778  
 O.C. 255(A)-59, (1959) 91 O.G., 1521  
 O.C. 354(A)-60, (1960) 92 O.G., 1387  
 O.C. 1639(A)-60, (1960) 92 O.G., 4285  
 O.C. 325(A)-61, (1961) 93 O.G., 858  
 O.C. 2119(B)-61, (1961) 93 O.G., 4695  
 O.C. 2361(E)-61, (1961) 93 O.G., 5280  
 O.C. 2011(E)-62, (1962) 94 O.G., 6075  
 O.C. 1324(D)-63, (1963) 95 O.G., 3975  
 O.C. 1952-66, (1966) 98 O.G., 5707  
 O.C. 2172-66, (1966) 98 O.G., 6071  
 O.C. 628-70, (1970) 102 O.G., 1519  
 O.C. 997-71, (1971) 103 O.G., 2663  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 267-72, (1972) 104 O.G., 1350  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 2940-73, (1973) 105 O.G. II, 4711  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 4289-76, (1976) 108 O.G. II, 7707  
 O.C. 146-78, (1978) 110 G.O., 231  
 O.C. 1871-78, (1978) 110 G.O., 2307  
 O.C. 1917-80, (1980) 112 G.O. II, 2655





c. D-2, r.29

## Decree respecting solid waste removal in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des Entrepreneurs en Service Sanitaire du Québec Inc. ;*

*L'Association patronale des Éboueurs de Montréal Inc. ;*

and, on the other part :

*L'Union des chauffeurs de camions, hommes d'entrepôts et aides, local 106 ;*

*Le Syndicat des Vidangeurs de la Rive Sud Inc. ;*

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions described in the *Gazette officielle du Québec* of 21 May 1980 ;

WHEREAS the provisions of the said agreement have acquired a preponderant significance and importance for establishing working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the objections brought forward have been duly considered in accordance with the Act ;

WHEREAS the provisions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the Decree respecting solid waste removal in the Montréal region attached hereto, be approved.

### 1.00. Interpretation

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

(a) "helper" : employee who collects or unloads solid waste ;

(b) "solid waste" : any waste product solid at 20° C from industrial, commercial or agricultural activities, detritus, incineration residue, domestic garbage, rubbish, rubble and other trash solid at 20° C, except for automobile bodies, soils and sands soaked with hydrocarbons, pesticides, explosive or spontaneously flammable products, pathological waste, manure, mining residues and radio-active wastes, muds and solid residues from pulp and paper mills or from sawmills ;

(c) "part-time employee" : employee who has not completed 350 hours of work with his employer during one trimester ;

(d) "full-time employee" : employee who performed 350 hours of work with his employer during one trimester ; he is then considered as a full-time employee as of the first day of the following trimester ; employee who is a full-time employee on 17 September 1980 and who performed 350 hours of work with his employer during the 3 months preceding 1 October 1980, he will be then considered as a full-time employee as of the said date ;

(e) "trimester" : 3-month period beginning on 1 January, 1 April, 1 July or 1 October.

### 2.00. Jurisdiction

**2.01. Territorial jurisdiction :** The Decree applies to the island of Montréal and to the territory located at less than 50 kilometres from the limits of the island of Montréal and to the municipalities partly comprised within the territory.

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

**2.03. Exceptions :** The Decree does not apply to :

(a) 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.

**3.00. Hours of work**

**3.01.** The standard workweek shall not exceed 44 hours scheduled over a maximum of 5 days, from Monday to Friday.

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

**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.

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

**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.

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

**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.

**5.02.** The employee who, upon his employer's request, remains waiting at his home on Saturdays, Sundays or on a holiday, receives for each of these days, a minimum wage equal to 4½ times his hourly wage.

**5.03.** The employee who reports to work at the beginning of his standard workday receives at least a wage equal to 4½ 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 one hour before the beginning of his workday.

**5.04.** The employee called to work during one of the holidays listed in section 8.02 receives a wage at least equal to 4½ times his hourly wage.

**5.05.** The employee called to work on Saturdays or Sundays receives a wage at least equal to 4½ times the increased hourly wage that he receives during one standard workday, except when he completes his standard workday on Friday.

**6.00. Wage scale**

**6.01.** Minimum hourly wages are as follows :

	As of 1 January 1982	As of 1 July 1982	As of 1 January 1983	as of 1 July 1983
Full-time employees :				
(1) Driver :				
(a) self-loading truck . . . . .	9,10 \$	9,40 \$	9,70 \$	10,00 \$
(b) other vehicle . . . . .	8,90	9,20	9,50	9,80
(2) Helper . . . . .	8,65	8,95	9,25	9,55
Part-time employees :				
(1) Driver . . . . .	7,20	7,85	8,60	9,10
(2) Helper . . . . .	6,95	7,60	8,35	8,85

**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 :

(a) the employer's name ;

(b) the employee's given name and surname ;

(c) the employee's number ;

(d) the employee's classification ;

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

- (f) the number of hours in the standard workweek ;
- (g) the number of overtime hours paid at time and a half ;
- (h) the number of overtime hours paid at double time ;
- (i) the hourly wage rate ;
- (j) the gross amount of wages ;
- (k) the nature and amount of deductions made ;
- (l) the amount of net wages.

**6.03.** The employee whose standard workday is scheduled between 13 h and 5 h the next day, receives a premium of 0,10 \$ per hour. Such a premium does not apply when the increase for overtime hours is applied.

#### **7.00. Social security**

**7.01.** This Division applies to the full-time employee only.

**7.02.** Each month, the employer pays to the parity committee for each insurable employee a premium of 20 \$ into the group insurance plan adopted by the contracting parties and administered by the parity committee.

**7.03.** The employer does not have to pay for each 30-day period included in the employee's period of invalidity.

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

**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.

**7.06.** The insurance contract is submitted to the Superintendent of Insurance of Québec for approval and it is subject to his supervision.

**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, provided that the employer contribution to the plan is equivalent to that provided for in this Decree.

**7.08.** The insurance of an employee terminates at the end of the month during which he terminates his employment. The employer pays to the parity committee the insurance premium for the month during which the employee terminates his employment.

#### **8.00. Holidays**

**8.01.** St.John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1.).

**8.02.** The following days are general holidays : New Year's Day, 2 January, Good Friday, Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**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.

**8.04.** The holiday pay is payable to the employee who worked :

- (a) the working day preceding and following the holiday ;
- (b) the collection day, doubled because of holiday ;
- (c) the holiday, upon his employer's request.

**8.05.** For the full-time employee, the holiday pay is equal to 9 times the employee's hourly wage.

**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.

**8.07.** The full-time employee does not have to work after 21 h 30 on Christmas eve and New Year's eve.

#### **9.00. Annual vacation**

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

**9.02.** The employee who, on 1 January, has less than one year of continuous service with his employer, is entitled to one 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.

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

**9.04.** The full-time employee who, on 1 January, has 5 years of continuous service with his employer, is entitled to 3 weeks of vacation with pay. The vacation pay is equal to 6% of the employee's earnings during the qualifying period.

**9.05.** The full-time employee who, on 1 January, has 18 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.

**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.

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

#### **10.00. Miscellaneous leaves**

**10.01.** On the occasion of the death of his spouse, father, mother, child, brother, sister, father-in-law or mother-in-law, the full-time employee is entitled to a leave on the funeral day and the preceding 2 days. When more advantageous, the full-time employee may avail himself of section 10.04 rather than this section.

**10.02.** On the occasion of the death of a brother-in-law or a sister-in-law, the full-time employee shall be entitled to a leave on the funeral day.

**10.03.** The employee subject to sections 10.01 and 10.02, receives 9 times his hourly wage for each day's leave falling on a working day.

**10.04.** Any employee may be absent during one day without a loss in his wage, on the occasion of the death or funeral of a child, or his spouse within the meaning of section 1 of the Act respecting labour standards (S.Q., 1979, c.45; after consolidation : R.S.Q., c. N-1.1), his father, mother, brother or sister. He may also be absent during 3 other days on such occasion, but without wage.

**10.05.** An employee may be absent from work during one day, without a loss in his wage, on his wedding day.

An employee may also be absent from work, without wage, on the wedding day of one of his children and during 2 days on the occasion of the birth or adoption of a child.

#### **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.

**11.02.** The employer shall supply the employee who so requests any documents respecting labour standards received from the Commission des normes du travail instituted under section 4 of the Act respecting labour standards.

#### **12.00. Term**

**12.01.** The Decree remains in force until 1 April 1984. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security during March of 1984 or of any subsequent year.



c. D-2, r.30

## Decree respecting the retail fur industry in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

The Master Furriers Association of Québec Inc.

and, on the other part :

*La Fédération nationale des travailleurs de l'industrie du vêtement inc. et l'Union nationale du vêtement inc. (Section de la fourrure) ;*

for the employers and employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 18 April 1953 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and the industry concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act was duly observed as regards the publication of notice ;

WHEREAS no objection was raised against the said petition ;

IT IS ORDERED, therefore, on the recommendation of the Prime Minister :

THAT the said petition be accepted in pursuance of the said Act, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 18 April 1953.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "master-furrier" or "fur retailer" : any person, company or corporation whose occupation consists in manufacturing and selling, by unit, fur coats and any

other fur articles ; in making himself, in his shop, the said articles to be sold directly to the customer or consumer ; in making for customers the repairing of any fur articles or in having the work of manufacturing repairing or remodelling articles of fur executed by contract or sub-contract. In this Decree, any merchant who adds to his business the sale of furs and does repair or retouching work, or has repair or retouching work done by a fur contractor is considered a fur retailer ;

(b) "apprentice" : an employee who, as employee in the establishment of a master furrier, has not actually terminated the period established under the various sections of the Decree concerning apprenticeship ; the employer may request from him the execution of any kind of work provided he is not habitually employed in operations of a higher class than that for which he is paid. Any apprentice employed more than half the working time each week in operations of a higher class than his, shall receive the hourly rate of the class in which he is working. The apprentice must be at least 16 years old ;

(c) to become a "qualified cutter", the cutter must have effectively worked at least 3 years in such operation. If, after the said apprenticeship period, the apprentice has not acquired the skill required to become a qualified cutter, he may request from the parity committee an authorization to carry on such work during 12 additional months at a rate of pay determined by the said committee ;

(d) "subcontractor" : any person, company or corporation who (which) performs, either by contract or sub-contract, any repair, remodeling or manufacturing work on behalf of one or more master-furriers or fur retailers. However, the turnover covering manufacturing operations must not exceed 25% of the total turnover covering the repair, remodeling or manufacturing work performed on behalf of such master-furriers or fur retailers.

Master-furriers and fur retailer may also avail themselves of Division 1.00.

### 2.00. Jurisdiction

2.01. Professional : Notwithstanding any other decree, this Decree covers fur retailers, subcontractors and employees in their service.

It also applies to any enterprise whose main activity is not the fur trade but a part of the establishment is engaged in the fur retail trade and serves as an intermediary between the customers and a contractor or subcontractor in order to have repair and retouching work carried out.

**2.02. Territorial :** The territorial jurisdiction of the Decree comprises the island of Montréal and a radius of 80 kilometres from its limits, in a straight line. The city of Drummondville and the territory located within a radius of 5 kilometres from its limits are included in the territorial jurisdiction of the Decree.

**2.03.** This Decree applies to any employer, partner in a corporation or shareholder in a capital-stock company if such person performs shop work.

### **3.00. Hours of work**

**3.01. Standard workweek :** The standard workweek consists of 35 hours scheduled over 5 days of 7 consecutive hours each, from Monday to Friday inclusively.

**3.02. Standard workday :** The employer schedules hours of work between 8 h and 17 h 30 according to his needs. However, he shall give written notice thereof to the parity committee. Failing this, the parity committee shall take it for granted that the standard workday is scheduled from 8 h 30 to 16 h 30, with one hour off for lunch from Monday to Friday inclusively.

### **3.03. Overtime :**

(1) All work performed outside the standard working hours shall be considered as overtime and shall be paid at the rate of time and one half all year round.

(2) Notwithstanding subsection 1, the employee who is late for work through his own fault, shall make up the lost time for that day before being paid at time and one half. However, when a supernumerary employee has not worked during the standard working hours, all work performed by the said employee after 16 h 30 from Monday through Friday, as well as all day Saturday is paid at time and one half.

(3) Overtime is allowed all year round.

(4) Employees may accept or refuse to work overtime.

### **3.04. Work outside the shop :**

(1) The employer shall refrain from having any fur work done, including the cutting and the making of linings, outside his shop during the period between 1 January and 31 August. On the other hand, the said work outside the shop is allowed during the period between 1 September and 31 December to contractors or sub-contractors only when employees refuse to work overtime or are unable to meet the dead-line on employers' orders, even while working overtime.

(2) However, the employer shall report all work done outside his shop to the parity committee, as well as the names and addresses of contractors and subcontractors to whom work was given.

### **4.00. General holidays with pay**

**4.01.** (1) All employees are paid the following holidays even if these holidays fall on a Saturday or Sunday : New Year's Day, 2 January, Easter Monday, Queen's Birthday, 1 July, Labour Day, Thanksgiving Day, Christmas and 26 December.

(2) St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**4.02.** The employee who has worked during part of a week which includes a holiday or during part of one of the 3 preceding weeks receives for the said holiday pay equal to twice his hourly wage rate for each of the 4 weeks during which he has worked. The pay owing shall not be superior to 7 times the employee's hourly rate.

**4.03.** However, notwithstanding section 4.02, the employee who has one year's service or more with the same employer shall receive a full day's wages for each of the 9 general holidays listed in section 4.01, provided his absence from work be no more than one month due to illness or actual unemployment before the said holiday.

### **5.00. Annual vacation with pay**

**5.01.** Employees are granted annual vacations with pay for work performed during the qualifying period between 1 June of the preceding year and 31 May of the current year according to the conditions described hereinafter.

**5.02.** (1) All employees subject to this Decree having at least one year of service are entitled to 3 weeks' continu-

ous paid vacation. Vacation pay shall equal 6% of total wages earned during the qualifying period.

(2) All employees having less than one year of continuous service are entitled to one paid holiday for each month of service with an indemnity equal to 6% of the wage earned during the qualifying period.

**5.03.** Any employee who leaves his employer or who is dismissed before the date of the annual vacation is entitled, upon separation, to a monetary compensation equal to the amount of annual vacation with pay due to him. However, the employer shall forward the cheque covering such compensation to the parity committee. The committee shall then transmit it to the employee on the vacation dates specified herein.

**5.04.** The amount paid by the employer as vacation pay shall be considered as wages actually earned by the employee and is paid to the employee prior to his leaving on vacation.

**5.05.** Vacations are granted and taken between 1 July and 15 August. However, on the request of the employee and with the consent of the employer, vacations may be taken at another time provided that the parity committee be advised by the employer.

**5.06. Leave without pay between 15 January and 15 March :** One week at the employee's discretion when he notifies his employer 15 days in advance.

**5.07. Social leaves :** When an immediate member of the employee's family dies, whether his father or mother, spouse, brother or sister, son or daughter, the employee is entitled to 3 days of leave with pay if such days fall during his scheduled workdays.

## **6.00. Minimum wages**

**6.01.** Wages are paid every Thursday, or on Wednesday when Thursday is a general holiday. With each payment of wages, every employee receives a detailed earnings statement listing :

- (a) the employer's name ;
- (b) the employee's given and family names ;
- (c) payment date and work period corresponding thereto ;
- (d) number of hours worked at straight time and number of hours worked at overtime rates ;
- (e) amount of gross earnings ;
- (f) type and amount of deductions made ;

(g) amount of take-home pay.

## **6.02. Minimum wage scale :**

(1) The following minimum wage rates are paid :

		<i>As of 1 May 1981</i>
Cutter A . . . . .	9,25 \$	10,11 \$
Cutter B . . . . .	8,99	9,85
Operator-mechanic A . . . . .	8,99	9,85
Operator-mechanic B . . . . .	8,67	9,53
Blocker A . . . . .	8,63	9,49
Blocker B . . . . .	8,44	9,30
Examiner A . . . . .	8,74	9,60
Examiner B . . . . .	8,48	9,34
Operator A . . . . .	8,42	9,28
Operator B . . . . .	8,16	9,02
Operator and lining cutter . . . . .	8,42	9,28
Finisher A . . . . .	8,51	9,37
Finisher B . . . . .	8,32	9,18
Coat closer . . . . .	8,42	9,28
Finishing foreman . . . . .	8,62	9,48
Lining cutter . . . . .	8,28	9,14
Lining operator . . . . .	8,05	8,91
Taper, finisher's helper . . . . .	7,73	8,59.

(2) **Classifications :** For each operation the number of Class A employees shall account for at least 50% of the number of employees engaged in such operation. Should the employer be obliged to reduce his staff, he shall nevertheless maintain the same 50% of Class A and Class B employees for each operation.

When the employees engaged in any one operation are an odd number, one of these employees shall receive the average of total wages paid to Class A and Class B employees engaged in the same operation, for the period between 1 January and 1 August of each year.

However, in a workshop where there is only one employee engaged in any such operation, the employer pays the Class A rate to the said employee.

(3) **Apprentice :**

		<i>As of 1 May 1981</i>
From the 1 <sup>st</sup> to the 4 <sup>th</sup> month . . . . .	4,27 \$	4,70 \$
From the 5 <sup>th</sup> to the 8 <sup>th</sup> month . . . . .	4,51	4,96
From the 9 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	4,68	5,15
From the 13 <sup>th</sup> to the 16 <sup>th</sup> month . . . . .	4,84	5,32

From the 17 <sup>th</sup> to the 20 <sup>th</sup> month . . . . .	5,01	5,51
From the 21 <sup>st</sup> to the 24 <sup>th</sup> month . . . . .	5,17	5,69.

**(4) Apprentice cutter :**

*As of 1  
May 1981*

From the 1 <sup>st</sup> to the 4 <sup>th</sup> month . . . . .	5,78 \$	6,36 \$
From the 5 <sup>th</sup> to the 8 <sup>th</sup> month . . . . .	5,94	6,53
From the 9 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	6,11	6,72
From the 13 <sup>th</sup> to the 16 <sup>th</sup> month . . . . .	6,27	6,90
From the 17 <sup>th</sup> to the 20 <sup>th</sup> month . . . . .	6,44	7,08
From the 21 <sup>st</sup> to the 24 <sup>th</sup> month . . . . .	6,49	7,14
From the 25 <sup>th</sup> to the 28 <sup>th</sup> month . . . . .	6,55	7,20
From the 29 <sup>th</sup> to the 32 <sup>nd</sup> month . . . . .	6,60	7,26
From the 33 <sup>rd</sup> to the 36 <sup>th</sup> month . . . . .	6,66	7,33.

(5) For the employers operating outside a 40 kilometre radius of the island of Montréal, the wage scale appearing in the Decree are reduced by 10% subject to subsection 6.

(6) **Special provision respecting wages :** Notwithstanding any other provision of the present Decree, the employer pays the employee at least the minimum weekly wage to which he would be entitled under the Regulation respecting labour standards (c. N-1.1, r. 3) or any other further regulation which could amend or replace it.

**7.00. Social security**

**7.01.** Each week, all employees receive a 3% remuneration as social security, with the exception of male and female apprentices who shall be intitled to social security only after their first 3 months of apprenticeship.

**7.02.** Every employer who by contract with an insurance company or with an insurance fund recognized by the Superintendent of Insurance of Québec or who, by contract with an association representing his employees is bound to pay a sum equivalent to 3% of the total wages of his employees regulated by the Decree under a social security plan covering, in whole or in part, cases of illness, accident, hospitalization, death or retirement, is not re-

quired to pay the remuneration of 3% provided for in this section.

**7.03.** An employer may set up a sickness, accident, hospitalization, death or pension plan for his employees as described in section 7.02, the cost of which is less than 3% of his employee's wages ; but he shall pay, each week, in cash, to his employees, the difference between the cost of such a plan and the 3% of the employee's wages.

**7.04.** In a shop having its own insurance plan, the amount of 3% weekly shall be set aside for the maximum period of 3 months previous to the acceptance of the employee by the said insurance plan. The amount of money thus put aside is remitted to the employee at the end of the 3-month period, or if he quits his employer before same period has come to a close, he is entitled to receive the amount accumulated.

**7.05.** Should there be no insurance plan, the 3% of the weekly salary must be paid up in the employee's pay envelope.

**7.06.** Every social welfare plan of this nature set up by an employer as described in this Division, may be inspected by the parity committee and the employer's books concerning such plan shall be at all times at the disposal of the representatives of the parity committee for inspection and examination purposes.

**7.07.** If, following study, the parity committee should find that the payment by the employer of an amount equal to 3% is not completely used for the benefit of his employees or the objective of the said social security plan does not conform to the spirit and purposes of this Division, or if the employer refuses to give the required information or to submit the register of the plan, the parity committee may then notify the employer by registered or certified mail that he must pay the full remuneration of 3% as of the date of such notice.

**7.08.** Every social welfare plan administered by the parity committee or by the employees' association shall if it is contributory, be covered in an insurance contract. Such contract is subject to the approval of the Superintendent of Insurance of Québec and its implementation is subject to his supervision.

**7.09. Pension fund :**

(1) Before the 10<sup>th</sup> of each month, the employer shall remit to the parity committee, as contribution to a pension plan, a sum equal to 5% of the gross wages earned by the employee during the preceding month. This committee administers the pension plan.



(2) The pension plan provided for in this Decree does not apply to employees governed by the Decree who already benefit from a pension plan whose provisions are as advantageous as those provided in the Decree and if the employer's contribution is at least equal to that mentioned in the Decree.

### **8.00. Apprenticeship**

**8.01.** (1) Every employer working alone as qualified worker in his shop has the right to have one apprentice.

(2) Every employer may have one apprentice for each 2 skilled workers.

(3) Apprentices who attended a school administered under the Specialized Schools Act (R.S.Q., c. E-10) shall receive a credit in proportion to the duration of their studies and to the results of their examinations.

### **9.00. Individual contracts**

**9.01.** No employer shall enter into contracts with one or more of his employees, nor shall he accept cash deposits or other kinds of guarantee from any employee, nor shall he conclude any agreement with an individual employee to guarantee any period of work.

### **10.00.**

**10.01.** Inspectors named by the parity committee shall have admittance into all places of business and have authority to check all payrolls of the employers governed by the Decree, without notice. They have the right to watch the work being performed in the shop and to interrogate therein the employers and the employees.

### **11.00. No home work**

**11.01.** (1) No employer shall authorize his employees to bring fur work outside the workshop, be it for his own benefit or that of his employees.

(2) Nor shall employees do home work on a contract or sub-contract basis or on their own account.

### **12.00. Contract and sub-contract**

**12.01.** All work on a contract, sub-contract or piece-work basis is prohibited inside or outside the workshop of the employer. Also, no one regulated by the present Decree may be authorized to give fur work on a contract or

sub-contract basis or work to be executed outside his workshop.

Notwithstanding the first paragraph, fur work may be given to a contractor or to a sub-contractor holding an appropriate municipal or provincial trade license, and paying the business tax and submitting to the Parity Committee of the Retail Fur Trade, if they are hereby governed, a monthly report giving names and addresses of their employees, the wages and hours of work, the name and address of the employer giving out the work as well as any other particulars which the parity committee may deem useful for the proper enforcement of the Decree.

### **13.00. Sanitary precautions**

**13.01.** Every employer shall maintain and observe proper sanitary conditions and protect the workers against risks of fire, injury and other damage. All articles of fur or garments must be thoroughly cleaned before being worked upon by the employees.

### **14.00. Term of the Decree**

**14.01.** The Decree remains in force until 1 May 1982. It is automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party no more than 60 days and no less than 30 days before 1 May 1982 or of any subsequent year.

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O.C. 643-53, (1953) 85 O.G., 1908  
 O.C. 997(C)-55, (1955) 87 O.G., 2843  
 O.C. 845(A)-56, (1956) 88 O.G., 2745  
 O.C. 1183(F)-56, (1956) 88 O.G., 4015  
 O.C. 543(F)-57, (1957) 89 O.G., 2107  
 O.C. 70(C)-58, (1958) 90 O.G., 539  
 O.C. 896(B)-58, (1958) 90 O.G., 3083  
 O.C. 58(A)-61, (1961) 93 O.G., 311  
 O.C. 1740(D)-61, (1961) 93 O.G., 3736  
 O.C. 1290(G)-62, (1962) 94 O.G., 4285  
 O.C. 1468(A)-64, (1964) 96 O.G., 4249  
 O.C. 2275(D)-65, (1965) 97 O.G., 6153  
 O.C. 3503-68, (1968) 100 O.G., 6178  
 O.C. 1982-69, (1969) 101 O.G., 3964  
 O.C. 3290-71, (1971) 103 O.G., 7272 and 7420  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 501-73, (1973) 105 O.G. II, 349  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973

O.C. 3998-74, (1974) 106 O.G. II, 4605  
O.C. 812-75, (1975) 107 O.G. II, 1289  
O.C. 2091-77, (1977) 109 O.G. II, 3451  
O.C. 765-78, (1978) 110 G.O., 1089  
O.C. 148-79, (1979) 111 G.O., 583  
O.C. 1185-79, (1979) III G.O., 3111  
O.C. 3287-80, (1980) 112 G.O. II, 4365 and (1981) 113 G.O. II, 891



c. D-2, r.31

## Decree respecting the wholesale fur industry in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereafter have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

The Fur Manufacturers Guild Inc. ;

and, on the other part :

The Montréal Fur Workers Union ;

for the employers and the employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 31 July 1954 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and the industry concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objection set forth has been considered as required by the Act ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in conformity with the Act respecting the collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 31 July 1954.

### 1.00. Definitions

1.01. In this Decree, the following expressions mean :

(a) “apprentice” : worker who, for the first time, does any production work whatsoever ;

(b) “foreman” or “forelady” : any person engaged exclusively in directing workers under his or her orders. However, should the person who acts as foreman or forelady do actual production work subject to the Decree, he or she shall be considered as an employee and shall be subject to this Decree ;

(c) “artisan” : person who operates an establishment governed by the Decree and who has no employees ;

(d) “fur articles” : coats, garments and fur trimmings wholly or partly made of any type fur, mouton, lamb, piece plates, strippings or shearlings. This does not include articles whose manufacture is covered by the jurisdiction of another decree.

### 2.00. Professional and industrial jurisdiction

2.01. This Decree covers all employers, manufacturers, contractors and artisans who are engaged in the production, repair, remodelling or any other finishing operation of fur articles. All firms or establishments where fur articles are simultaneously produced and sold on a wholesale and retail basis are also governed by this Decree.

Moreover, all fur merchants, dealers or traders who perform work governed by this Division or have such work performed by others, are considered as manufacturers or contractors and are subject to this Decree in so far as such work is concerned.

However, this Decree does not cover employers and employees who are covered by the jurisdiction of the Decree respecting the retail fur industry in the Montréal region (c. D-2, r.30).

### 3.00. Territorial jurisdiction

3.01. The territorial jurisdiction of the Decree comprises the island of Montréal and a radius of 80 kilometres around and beyond its limits.

### 4.00. Wage rates

4.01. Minimum weekly wage rates are as follows :

		<i>As of 1 March 1981</i>
(a) cutter . . . . .	323,86 \$	353,86 \$
(b) operator . . . . .	313,86	343,86
(c) trimmer . . . . .	313,86	343,86
(d) blocker . . . . .	313,86	343,86
(e) finisher . . . . .	297,86	327,86
(f) lining cutter (one who cuts and sews) . . . . .	294,86	324,86
(g) lining operator . . . . .	289,86	319,86
(h) baster and taper, padder	290,86	320,86
(i) examiner . . . . .	305,86	335,86
(j) apprentice on classified production . . . . .	127,75	127,75.

**4.02.** All classified employees receive an increase of 32 \$ per week. The employer who has already given his employees a wage increase before 5 November 1980 may deduct the amount from the increase to be paid.

All classified employees shall receive a weekly increase of 30 \$, effective on 1 March 1981.

All apprentices on classified production receive a 10% weekly increase on their actual wage. The employer who has already given his employees a wage increase before 5 November 1980 may deduct the amount from the increase to be paid.

As of 1 March 1981, all apprentices on classified production shall receive a weekly wage increase equal to 10% of the wages they earn at that time.

**4.03.** Padders employed in trimming houses receive the salary of a taper and baster.

**4.04.** Closers and employees sewing Russian broadtail by hand receive the salary of an operator-mechanic or operator, whichever shall apply.

**4.05.** The starting wage rate is the wage rate as fixed by the Regulation respecting labour standards (c. N-1.1, r.3) or by any other further regulation which could amend or replace it and shall only apply to those employees working in the trade for the first time, so long as such employees are not engaged in classified production work.

**4.06. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employer pays an employee at least the weekly minimum remuneration which he would receive according to the Regulation respecting labour standards or any other further regulation which could amend or replace it.

**4.07.** Any employees not previously classified shall not be paid less than the regular wages for the class of work which they do.

**4.08.** There shall be no reduction in wages during the term of the Decree for help presently or occasionally employed with a determined salary.

**4.09. Payment of wages :** Wages are paid weekly and in cash. Payment are made in a sealed envelope accompanied by an earnings statement listing the following particulars :

- (a) employer's name ;
- (b) employee's name in full ;
- (c) employee's number ;
- (d) employee's occupation ;
- (e) payment date corresponding work periods ;
- (f) number of regular hours ;
- (g) number of hours at time and a half ;
- (h) hourly wage rate ;
- (i) gross earnings ;
- (j) amount and type of deductions made ;
- (k) net take-home pay.

## **5.00. Hours of work and schedules**

**5.01.** The standard 35-hour work week is scheduled from 8 h to 12 h and from 13 h to 16 h, Monday through Friday.

**5.02.** All work performed on any day after the hours scheduled in section 5.01 or on Saturday is considered as

overtime work. Time and a half is paid for all overtime work. When an employee is late for work, he shall complete the standard hours of work for that particular day before being entitled to overtime rates.

**5.03.** Overtime is allowed from 16 h to 18 h Monday through Friday and from 8 h to 12 h on Saturday.

**5.04.** The committee may do all the checking it deems necessary.

**5.05.** Whenever employees report in for work at the regular time and the person who opens up the shop is late, they are paid for the waiting period.

**5.06.** Notwithstanding this Division, no overtime may be worked unless the employer advises the parity committee either verbally or in writing at least 24 hours beforehand.

**5.07.** Any work subject to the Decree is forbidden outside of work schedules determined in this Division.

#### **6.00. Vacation with pay**

**6.01.** Any work subject to the Decree is forbidden for 2 consecutive weeks beginning on the Monday of the last complete calendar week of July, which constitutes the annual vacation period.

**6.02.** In shops exclusively engaged in trimmings, the annual vacation period may be changed for the 2 week period beginning the second Monday of July, on condition that the parity committee is advised in writing before 1 April of each year.

**6.03.** Employees are paid their due amounts before the vacation period begins.

**6.04.** Any employee working with the same employer since the previous vacation period receives 2 weeks of pay as vacation pay.

**6.05.** Any employee who has worked for 6 consecutive years with the same employer or for 11 years in the industry receives one additional week of vacation with pay.

**6.06.** In the case when an employee is entitled, because of his years of service, to one additional week of vacation, the employer may either give the employee his additional vacation with pay or give him the equivalent amount in cash on 31 October of the same year at the latest.

**6.07.** Sick-days, layoff for lack of work or any other authorized leave are not considered as having interrupted the necessary service years.

**6.08.** Any employee who has worked with the same employer for 15 consecutive years or more, is entitled to a fourth week of vacation with pay. Such fourth week of vacation with pay is taken during the Christmas period.

**6.09.** The employee who was hired after the previous vacation period receives, for the following annual vacation, a pay equal to 4%, 6% or 8% of his regular wages earned according to the applicable 2-week, 3-week or 4-week period.

**6.10.** When an employee's service is terminated, he receives in addition to any other amount, vacation pay equal to 4%, 6% or 8% of his regular wages earned since the previous vacation period, depending upon the vacation to which he is entitled.

**6.11.** For the purposes of this Division, it is understood that a change of owners, partnership or division of partnership is considered as the same firm so long as one or more of the active owners remain in effective control.

#### **7.00. Holidays**

**7.01.** All employees are paid for the following holidays, regardless of the day of the week on which they fall: New Year's Day, Good Friday, the Queen's Birthday, St. John the Baptist's Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and the Day of Atonement (Yom Kippur).

**7.02.** In the event of any employee working upon the above holidays, he receives a day's pay at the regular rate and in addition thereto, time and one half, but it shall be optional with the individual employee as to whether he will consent to work on such holidays.

**7.03.** For each of the holidays described in section 7.01, all employees receive holiday pay proportionate to the time they have worked during the week in which the holiday occurs, as compared with the number of working

hours in the regular workweek established in Division 5.00. However, for New Year's Day, Good Friday, 1 July, Labour Day and Christmas Day, each employee is entitled to a whole day's holiday pay without taking into account the proportion established for the other holidays. For the National Holiday, the right to the holiday and to the holiday pay is subject to the National Holiday Act (R.S.Q., c. F-1.1).

**7.04.** In the event that any firm deliberately refrains from operating during any part of the week in which one of the above stated holidays occurs, then the employee shall be entitled to full pay for such holiday.

**7.05.** No work is permitted on Sundays and Labour Day irrespective of the wages paid.

**7.06.** The refusal of a worker to work on 1 May (moving day) or any religious or legal holiday shall not afford any ground for complaint.

## **8.00. Individual contracts**

**8.01.** No employer shall make any individual contract with any employee, nor exact or accept any cash deposits or other securities from any employee, nor shall any agreement be entered into with any individual employee guaranteeing any length of employment.

## **9.00. Division of work**

**9.01.** At all times when there is not sufficient work for all employees, all the available work in the shop shall be divided equally among all the employees properly engaged in the work who are competent to do the work consistent with proper functioning of the factories operated by the various employers.

The shop chairman should be given preference in the division of work in which he is engaged.

## **10.00. Contracts and subcontracts**

**10.01.** All work on a contract, subcontract or piece-work basis is prohibited inside or outside the shop of the employer. Also, no one regulated by the Decree may be authorized to give fur work on a contract or subcontract basis or work to be executed outside his shop.

**10.02.** Notwithstanding section 10.01, fur work may be given to a contractor or subcontractor provided he holds an appropriate municipal or provincial trade license, pays the business tax and submits to the parity committee a monthly report giving the names and addresses of his

employees, the wages and hours of work, the name and address of the employer giving him the work as well as any other particulars which the parity committee may deem useful for the proper enforcement of the Decree, and provided he is subject to this Decree. It shall be the duty of all contractors and subcontractors, subject to this Decree, to include in each monthly report a list of the names and addresses of all persons from whom they receive work during the period covered by the report.

All persons subject to this Decree who give outside work to contractors or subcontractors shall first notify the parity committee in writing to that effect and include in each monthly report to such committee a list of the names and addresses of all contractors and subcontractors to whom such work was given, during the period covered in the report.

Furthermore, employers shall not give fur trade work to be executed outside their establishment except when employees refuse to work overtime or cannot, even when working overtime, do all the work requested by employers.

**10.03.** No employee already employed by an employer or professional employer of the fur industry regulated by the Decree shall execute any work or operation of the fur industry at home for the account of a professional employer or employer.

Also, no professional employer shall cause any fur trade work to be done at home by an employee.

## **11.00. Home work**

**11.01.** Employers shall not permit their employees to bring work home for the benefit either of the employers or of the employees.

## **12.00. No change of craft**

**12.01.** No worker shall be permitted to work in any craft other than the craft for which he has been engaged, provided there is sufficient work to keep him occupied at his craft, otherwise he shall fill in other work as required of him. Such other work, however, must not in any event displace another employee.

**13.00. No stoppage of work or lockout pending settlement of dispute**

**13.01.** During the existence of the Decree and pending the negotiations of any dispute or the settlement of any price or the hearing of any complaint, no employer or employee will institute or take part in any lockout, stoppage of work or strike.

**14.00. Promotions**

**14.01.** Promotions shall apply only to apprentices.

**14.02.** The apprentice shall complete a probation period of 3 months.

**14.03.** As soon as he has completed his probationary period and every 3 months thereafter, the apprentice who continues to perform production work, receives a minimum wage increase of 18 \$ per week until he reaches the minimum wage rate provided for his classification. However, in the case of the last applicable increase, the employer shall only give the employee the necessary increase to reach the minimum wage rate provided for his classification.

**14.04.** A change in classification is not considered as a promotion. When an employee undergoes a change in his trade, he receives, after having completed a 3-month period, at least the minimum wage for his new classification.

**15.00. Sanitation and fire protection**

**15.01.** Every employer shall maintain and observe proper sanitary conditions and insure the protection of workers against risks of fire, damage or other injury by daily sweeping and cleaning the factory and by keeping a clear passage leading to the exits.

**15.02.** All factories must have a properly equipped first aid system.

**15.03.** All fur articles of garments must be thoroughly cleaned before being worked by the employees.

**16.00. Punch clock**

**16.01.** Every employer shall maintain a time clock in his factory on which employees shall record their working hours, and such records must not be destroyed, but shall be kept available for examination by a duly authorized person for at least one year.

**17.00. Term of the Decree**

**17.01.** The Decree remains in force until 28 February 1982. It is then automatically renewed from year to year thereafter unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security and any other contracting party a written notice to the contrary during the month of January 1982 or of any subsequent year.

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O.C. 524-55, (1955) 87 O.G., 1529  
 O.C. 47(C)-56, (1956) 88 O.G., 423  
 O.C. 121(D)-56, (1956) 88 O.G., 1005  
 O.C. 839(A)-56, (1956) 88 O.G., 2740  
 O.C. 1183(F)-56, (1956) 88 O.G., 4015  
 O.C. 100(C)-57, (1957) 89 O.G., 555 and 658  
 O.C. 948(A)-58, (1958) 90 O.G., 3243  
 O.C. 309(C)-59, (1959) 91 O.G., 1690  
 O.C. 1885(D)-60, (1960) 92 O.G., 4703  
 O.C. 1526(F)-61, (1961) 93 O.G., 3151  
 O.C. 998(A)-62, (1962) 94 O.G., 3426  
 O.C. 172(A)-63, (1963) 95 O.G., 892 and 985  
 O.C. 2118(A)-63, (1963) 95 O.G., 5719  
 O.C. 2189(B)-65, (1965) 97 O.G., 5916  
 O.C. 2275(C)-65, (1965) 97 O.G., 6152  
 O.C. 1246-66, (1966) 98 O.G., 4311  
 O.C. 1187-69, (1969) 101 O.G., 2466  
 O.C. 1542-69, (1969) 101 O.G., 3200  
 O.C. 1980-69, (1969) 101 O.G., 3964  
 O.C. 3369-69, (1969) 101 O.G., 6535  
 O.C. 2714-71, (1971) 103 O.G., 6297  
 O.C. 1375-72, (1972) 104 O.G., 4327  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 570-73, (1973) 105 O.G.II, 425  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 3997-74, (1974) 106 O.G.II, 4601  
 O.C. 2155-75, (1975) 107 O.G.II, 2839  
 O.C. 4062-77, (1977) 109 O.G.II, 6895  
 O.C. 3499-78, (1978) 110 G.O., 4541  
 O.C. 3787-78, (1979) 111 G.O., 161  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1517-79, (1979) 111 G.O., 3487  
 O.C. 3286-80, (1980) 112 G.O.II, 4363, (1981) 113 G.O.II, 165 and 797



c. D-2, r.32

## Decree respecting the leather glove industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part ;

*L'Association des manufacturiers de gants du Québec ;*

and, on the other part ;

*The Fédération nationale des travailleurs de l'industrie du vêtement Inc. ;*

for the employers, artisans and employees of the trades and occupations concerned according to the conditions described in the *Gazette officielle du Québec* of 17 September 1980 ;

WHEREAS this agreement has acquired a preponderant significance and importance for establishing working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in this petition ;

WHEREAS the objections brought forward have been duly considered in accordance with the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT, the Decree respecting the leather glove industry, attached hereto, be adopted.

### 1.00. Interpretation

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

(a) "general hand" : employee who brings garments or parts of garments to the examiner, operator or presser, or who is assigned to any other work for which there is no other classification provided for in the wage schedule appearing in section 5.01 ;

(b) "spouse" : person to whom an employee is married and cohabits of with whom he/she lives as husband and wife and who :

i. has lived with him/her for one year ; and

ii. is publicly presented as a spouse ;

(c) "cutter, Class A" : employee who spreads, lays up or cuts leather, grades sizes or makes or reproduces markings on leather ;

(d) "cutter, Class B" : employee who performs the work of a cutter on any material other than leather used in the manufacture of garments ;

(e) "examiner" : employee who inspects garments or their parts, cuts threads, cleans or polishes these garments, or performs any other work necessary for the completion of the garment ;

(f) "shipper" : employee who ties up bundles, wraps or packs up garments, checks or prepares orders or dispatches shipments to their destination ;

(g) "average hourly earnings" : result obtained by dividing the employee's regular earnings, minus the increase received for overtime hours, by the number of hours of work performed during each trimester of the calendar year ; for the purposes of the Decree, the average hourly earning for the first trimester is used as of the following 1 May ; that for the second trimester as of the following 1 August ; that for the third trimester as of the following 1 November and that for the fourth trimester as of 1 February of the following year ;

(h) "standard earning" : all employee's earnings minus the additional amount that may be granted to him according to section 5.08, and by the social security compensation that he may have received according to Division 8.00 ;

(i) "labourer" : employee assigned to the handling or receiving of merchandise or to the sweeping of the shop ;

(j) "operator" : employee who, with a sewing machine, sews together parts of a garment or who repairs garments or is assigned to an operation performed by means of one of the special machines used in the manufacture of garments ;

(k) "turner" : employee assigned to the turning of garments ;

(l) "minimum wage" : the minimum wage payable to an employee 18 years and over during the hours of the standard workweek according to the Regulation respecting labour standards (c. N-1.1, r.3) or according to any other further regulation which could amend or replace it.



## 2.00. Scope

**2.01. Territorial jurisdiction :** The Decree applies to all of Québec and the jurisdiction is divided into 2 zones :

(a) Zone I : administrative region 06, as defined by the *Décret sur la division administrative du Québec* (c. D-11, r.1) ;

(b) Zone II : the rest of Québec.

**2.02. Industrial jurisdiction :** The Decree covers the manufacture of gloves, mitts or mittens made of leather, or of leather combined with any other material, the manufacture of parts of these garments, and the operations accessory to their manufacture.

The Decree does not cover the manufacture of a leather garment combined with another material when the part of the other material used to cover the hand is a larger quantity than the leather used in the manufacture of the garment.

## 3.00. Hours of work

**3.01.** The standard workweek is 40 hours scheduled over 5 days, from Monday to Friday.

**3.02.** The standard workday is 8 hours scheduled between 8 h and 17 h with one hour off for the meal between 12 h and 13 h.

**3.03.** The employer may change the work schedule provided for in section 3.02, on the following conditions :

(a) the duration of the standard workday cannot exceed 8 hours ;

(b) the employer submits in advance to the parity committee a written notice to this effect to indicate the schedule established.

**3.04.** The employer may set up a second or third shift on the following conditions :

(a) the employees on any other shift may work all hours of the standard workweek ;

(b) shiftwork may not exceed the hours of the standard workday or workweek ;

(c) the employer submits in advance to the parity committee a 3-day written notice, indicating the schedule for each shift or any change that might be brought afterwards ;

(d) the employer gives to the employee on the second or third shift, 0,15 \$ as premium for each hour of the standard workday included between 16 h and 0 h and 0,18 \$ as

a premium for each hour worked between 0 h and 8 h ; these premiums are taken into account in computing regular earnings ;

(e) the standard workday hours of a shift may not be scheduled over more than 9 hours ;

(f) the employer grants one hour off for the meal period at the end of the first half of the standard workday ;

(g) the standard workweek for a shift may not be scheduled over more than five 24-hour consecutive periods, from Monday to Friday ; in the case of the first shift, and ending at the latest at 8 h on Saturday in the case of the second or third shift.

**3.05.** Except for a fortuitous event, the employee who reports to work at the beginning of a standard half-day of work without having been notified in advance not to do so, is entitled to a minimum wage equal to 4 times his average hourly wage for a first attendance at work during one 24-hour period, and equal to 3 times his average hourly wage for a second attendance at work during the same period.

**3.06.** The employer grants to the employee a 10-minute rest period without a loss in his wage during each half-day of work and notifies the parity committee in writing of the hours at which these rest periods are to be taken.

**3.07.** Work is forbidden during the meal period and rest periods.

## 4.00. Overtime hours

**4.01.** Hours worked on a general holiday provided for in section 9.02, other than the hours included in a standard workday, and the hours worked in addition to the hours of the standard workday and workweek are considered as overtime hours.

**4.02.** Each overtime hour is paid as follows :

(a) the employee paid on a hourly basis receives time and a half his regular wage for one hour of work ;

(b) the employee paid on a piece-rate basis receives, in addition to his regular wage for 1 hour of work, time and a half his average hourly wage.

## 5.00. Wages

**5.01.** As soon as he has acquired the necessary experience the employee receives at least the following hourly wage :

Classification	As of 1 March 1982			
	Zone		Zone	
	I	II	I	II
(a) general hand, examiner, operator .	6,22	\$ 6,02	\$ 6,77	\$ 6,57
(b) labourer . . . . .	6,77	6,57	7,32	7,12
(c) cutter, Class B, shipper . . . . .	6,92	6,72	7,47	7,27
(d) turner . . . . .	7,07	6,82	7,62	7,37
(e) presser . . . . .	7,12	6,87	7,67	7,42
(f) cutter, Class A . .	7,17	6,92	7,72	7,47.

**5.02.** For each hour worked during the time he acquires the necessary experience to be entitled to the wage provided for in section 5.01, the employee receives at least the minimum wage defined in section 1.01, to which are added the following increases as of the seventh month :

	As of 1 March 1982			
	Zone		Zone	
	I	II	I	II
(a) as of the 7 <sup>th</sup> month . . . . .	0,60	\$ 0,50	\$ 0,70	\$ 0,60
(b) as of the 10 <sup>th</sup> month . . . . .	1,00	0,90	1,10	1,00
(c) as of the 13 <sup>th</sup> month . . . . .	2,57	2,37	3,12	2,92
(d) as of the 16 <sup>th</sup> month . . . . .	2,80	2,55	3,35	3,10
(e) as of the 19 <sup>th</sup> month . . . . .	2,90	2,75	3,45	3,30
(f) as of the 22 <sup>nd</sup> month . . . . .	3,10	2,95	3,65	3,50
(g) as of the 25 <sup>th</sup> month . . . . .	3,30	3,15	3,85	3,70
(h) as of the 28 <sup>th</sup> month . . . . .	3,52	3,27	4,07	3,82.

**5.03.** Experience is not only the period spent with his present employer but any period spent in the service of another employer governed by the Decree, in a classifica-

tion covered by the said Decree ; experience accumulates only when acquired during the last 60 months.

However, the experience of the employee hired after 4 March 1981 is recognized after 6 months of service.

**5.04.** The employee ceases to rise in the wage scale provided for in section 5.02 when he reaches the wage provided for his classification in section 5.01.

**5.05.** When the employee is promoted to a classification for which a higher wage is provided for in section 5.01, he continues to receive the increases for experience, pursuant to section 5.02.

**5.06.** When the employee is demoted to a classification for which a lower wage is provided for in section 5.01, the employer may give him the wage for this new classification.

**5.07.** The experience acquired in a classification is valid for the purpose of computing experience in any other classification.

**5.08.** The employee who has 6 months of continuous service with the same employer receives for each hour of work, in addition to his regular wage, an additional amount of 0,11 \$.

## 6.00. Payment of wages

**6.01.** Wages are paid in cash in a sealed envelope, by cheque or bank transfer.

An employee is considered as not having received the payment of wage due if the cheque remitted to him is not cashable within the 2 working days following its reception.

**6.02.** Wages are paid at regular intervals not exceeding 16 days.

**6.03.** The employee shall receive his wages personally on the work place and during a working day, except in the case when payment is done by bank transfer or is mailed.

Wages may also be remitted to a third person upon the employee's written request.

**6.04.** If the usual day for the payment of wages falls on a general holiday, wages are paid to employees on the working day preceding this day.

**6.05.** The employer remits to the employee with his wages, an earnings statement with the following particulars :

- (a) employer's name ;
- (b) employee's complete name ;
- (c) identification of the employee's classification ;
- (d) date of payment and the work period corresponding to payment ;
- (e) number of hours paid at the applicable rate during the regular hours of the standard week ;
- (f) number of overtime hours paid at the applicable rate ;
- (g) nature and amount of premiums, indemnities or allowances paid ;
- (h) wage rate ;
- (i) gross wages ;
- (j) nature and amount of deductions ;
- (k) net pay given to the employee.

**6.06.** When the employee receives his wages, no formality such as a signature is required unless it is to establish that the amount paid to the employee corresponds to the net amount on the pay stub.

**6.07.** The fact that the employee accepts his pay stub does not mean that he renounces his right to the wage due to him.

**6.08.** The employer shall not make any deductions from the employee's wages unless he is obliged to do so under a law, regulation, court order, collective agreement or Decree, or is authorized to do so in writing by the employee.

The employee may revoke this authorization at any time, except when such adherence concerns a collective insurance plan or a supplemental pension plan within the meaning of the Act respecting supplemental pension plans (R.S.Q., c. R-17). The employer remits the sums deducted to such plans.

## **7.00. Social security**

**7.01.** The employer pays the employee each week a sum equal to 2,75% of his wages as social security.

**7.02.** The employer who, under contract with an insurance company or with an insurance fund recognized by

the Superintendent of Insurance of Québec or with a *bona fide* association, pays to one of the latter an amount equal to or superior to 2,75% of the total wages of his employees governed by the Decree for a social security plan covering life, sickness, accident or hospitalization, is not required to pay the social security allowance provided for in section 7.01.

**7.03.** The employer may adopt a social security plan in accordance with section 7.02 the cost of which is less than 2,75% of the total wages of his employees governed by the Decree provided that he pays to the employee each week the difference in cost between the 2 plans.

**7.04.** The amount paid by the employer to one of the social security plans mentioned in sections 7.02 or 7.03 must be entirely used for the benefit of employees, otherwise section 7.01 applies.

## **8.00. Paid annual vacation**

**8.01.** The qualifying period is the period between 1 June of the preceding year and 31 May of the current year.

**8.02.** The employee who, on 1 June, has less than 15 years of continuous service with the same employer, is entitled to an annual vacation of 3 weeks to be taken during the last 3 complete weeks of July.

**8.03.** The employee who, on 1 June, has 15 years of continuous service with the same employer, is entitled to an annual vacation of 4 weeks, 3 of which must be taken during the last 3 complete weeks of July, and the fourth week at a date agreed upon between the employer and the employee.

**8.04.** The employee who, on 1 June, has less than one year of continuous service with the same employer, receives vacation pay equal to 4% of his earnings during the qualifying period.

**8.05.** The employee who, on 1 June, has one year of continuous service with the same employer, receives vacation pay equal to 5,5% of his earnings during the qualifying period ending 31 May 1981 and equal to 6% for the following qualifying periods.

**8.06.** The employee who, on 1 June, has 5 years of continuous service with the same employer, receives vacation pay equal to 6,5% of his earnings during the qualifying period ending 31 May 1981, and equal to 7% for the following qualifying periods.

**8.07.** The employee who, on 1 June, has 10 years of continuous service with the same employer, receives vacation pay equal to 7,5% of his earnings during the qualifying period ending 31 May 1981, and equal to 8% for the following qualifying periods.

**8.08.** The employee who, on 1 June, has 15 years of continuous service with the same employer, receives vacation pay equal to 8,5% of his earnings during the qualifying period ending 31 May 1981, and equal to 9% for the following qualifying periods.

**8.09.** The employee who, on 1 June, has 25 years of continuous service with the same employer, receives vacation pay equal to 8,5% of his earnings during the qualifying period ending 31 May 1981, and equal to 10% for the following qualifying periods.

**8.10.** The employee who, on 1 June, has 10 years of continuous service with the same employer is entitled to vacation pay equal to the product of his average hourly wage during the second half of the year multiplied by 3 times the number of hours of his standard workweek, when this amount is higher than the vacation pay as determined in sections 8.07 to 8.09.

**8.11.** The employee receives his vacation pay before the beginning of his vacation.

**8.12.** When an employee terminates his employment, he receives any vacation pay accumulated before the preceding 1 June, if he has not taken his vacation, and he also receives any vacation pay due since this date.

#### **9.00. General holidays**

**9.01.** St. John the Baptist's Day is a paid holiday in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

**9.02.** The following days are paid general holidays : Good Friday, Easter Monday, Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day and the working days included in the period between 24 December and 2 January.

**9.03.** At the request of a majority of his employees, when Canada Day falls on a day other than a Monday or a Friday, the employer may postpone the celebration of the holiday to the preceding Monday or the following Friday

of the same calendar week provided that he notifies the parity committee in writing at least 30 days before.

**9.04.** The employer cannot oblige an employee to work on a holiday.

**9.05.** For each holiday, the employee receives holiday pay equal to 8 times his average hourly wage ; when, at his own request, an employee has worked less than an average 7 hours per day during the qualifying term, the holiday pay is equal to the product of the average daily number of hours worked during this period times the average hourly wage.

**9.06.** To be entitled to the holiday pay provided in section 9.02, the employee must have worked for 3 continuous months in the firm, have worked the 90 days prior to the holiday and not have been absent the working day preceding or following the holiday, unless his absence :

(a) was authorized by the employer ; or

(b) was due to sickness or accident, a death in his family or a marriage ; a maternity leave in the case of a female employee or by a layoff.

The obligation to have worked the working day prior to or following the holiday does not apply to holidays included in the period between 24 December and 2 January.

**9.07.** The employer gives the holiday pay at the same time as he gives the wages for days worked in the same pay period.

**9.08.** When a holiday falls during the annual vacation of the employee, the holiday pay is added to the vacation pay and is remitted the first pay day following his return from vacation.

#### **10.00. Home work**

**10.01.** Save for hand-sewn gloves, home work is prohibited except under the conditions found in this Division.

**10.02.** The employer can have the operator perform the following tasks at home under the following conditions :

(a) all shop employees are free to work all the regular hours of the standard week ;

(b) the total wages paid to homeworkers doing work other than sewing gloves by hand does not exceed the following limits :

i. 9% of all wages paid to his shop workers during the 12 months preceding 4 March 1981 ;

ii. as of 1 March 1982 and of each subsequent year, 8% per year of all wages paid to his shop workers during the 12 months period preceding 1 March.

### **11.00. Miscellaneous provisions**

**11.01.** An employee may be absent from work for one day without a loss in wages in the event of the death or funeral service, of his spouse, child, mother, father, sister or brother. He may also be absent for 3 extra days without pay on the same occasion.

**11.02.** An employee may be absent for one day without a loss in wages on the day of his marriage.

An employee may also be absent from work, without pay for the wedding of one of his children and for 2 days on the birth or adoption of a child.

**11.03.** It is prohibited to give out work in the shop to a contractor or subcontractor unless all the work in the shop is so contracted or subcontracted.

**11.04.** The employee is entitled to maternity leave in accordance with the Regulation respecting labour standards (c. N-1.1, r.3) or any other further regulation that could amend or replace it.

**11.05.** Despite article 1668 of the Civil Code, and save in the case of a contract with a limited term or for a given firm, an employee who has at least 3 months of continuous service with the same employer is entitled to a prior written notice of his dismissal or layoff for at least 6 months.

**11.06.** This prior notice is one week if the employee has less than one year of continuous service, 2 weeks if he has one to 5 years continuous service, 4 weeks if he has 5 to 10 years of continuous service and 8 weeks if he has 10 years or more of continuous service.

**11.07.** Except in the case of a serious fault committed by the employee or an act of God, the employer who fails to give this prior notice must pay the employee at the time of his departure an amount equal to his wages for the period equal to the prior notice.

### **12.00. Observance**

**12.01.** The Parity Committee of the Shirt Industry sees to the observance of this Decree.

### **13.00. Term**

**13.01.** The Decree remains in force until 28 February 1983. It is automatically renewed each year thereafter unless one of the contracting parties is opposed and gives written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of January 1983 or any other subsequent year.



c. D-2, r.33

## Decree respecting the installation of petroleum equipment

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des Entrepreneurs pétroliers du Québec (AEPQ), Inc.* ;

and, on the other part :

*La Fédération des métiers spécialisés du Québec (FMSQ)* ;

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 12 November 1975 ;

WHEREAS the provisions of the said agreement have acquired a preponderant significance and importance towards the establishment of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the petition ;

WHEREAS the objections set forth have been duly concerned as required by the Act ;

WHEREAS the prescriptions of the Act have been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees.

### 1.00. Definitions

1.01. In this Decree, unless otherwise indicated, the following expressions mean :

(a) "equipment" : apparatus, devices or piping such as : tanks, pipes, pumps, meters, compressors, hoists and security devices along with the accessories or parts thereto intended :

i. for the operation of an establishment where motor vehicles are kept, maintained or repaired ;

ii. for the operation of an establishment where is effected the sale, distribution, bulk exchange, or storage of gas or petroleum or its by-products ;

iii. for tanks of tank-trucks used in the transport of petroleum products ;

(b) "installation" : the excavation for the installation of equipment, the construction of pump islands and the compressor or elevator base-plate, cement framework and the installation of equipment, including electrical connections ;

(c) "crew leader" : employee who fills the requirements of Class A for any trade and who is appointed by the employer to manage and supervise a group of employees while performing work and whose supervisory functions are not provided for in the definition of classifications ;

(d) "service mechanic" : employee who regularly inspects, verifies, maintains, adjusts, repairs, restores, modifies, replaces, connects and welds equipment on site ;

(e) "shop mechanic" : employee who regularly inspects, verifies, maintains, adjusts, repairs, restores, modifies, assembles, installs and welds equipment in the shop ;

(f) "installation mechanic" : employee who regularly does the necessary excavation for the installation of equipment, who constructs pump islands and the compressor or elevator base-plate and concrete framework, and who installs equipment, including electrical connections ;

(g) "tank-truck mechanic" : employee who regularly inspects, verifies, maintains, adjusts, repairs, restores, modifies, assembles, installs and welds equipment on tank-trucks ;

(h) "polyvalent" : employee who will perform duties included in many trade definitions and who fills the requirements of one of any Class B trade ;

(i) “classes” : each of the trades includes 3 classes determined as follows :

i. Class A : employee who can perform autonomously all duties provided for in the definition of the trade, including the reading of plans and drawings, the determination of work to be performed and needs to do so in pursuance with the enforcement of the Regulation respecting the application of the Petroleum Products Trade Act (c. C-31, r.1) ;

ii. Class B : employee who will perform under supervision all duties provided for in the definition of the trade ;

iii. Class C : employee who will perform only a portion of the duties provided for in the definition of the trade and who has at least 2 years’ experience ;

(j) “working day” : day included in the employee’s workweek.

## **2.00. Jurisdiction**

**2.01. Industrial :** This Decree applies to the following work when performed for others : the installation, modification, assembly, repair, replacement, maintenance, verification or inspection of equipment.

**2.02. Territorial :** The Decree applies to the entire territory of Québec.

**2.03. Exemptions :** The Decree does not apply to :

(a) work subject to the Act respecting labour relations in the construction industry (R.S.Q., c. R-20) ;

(b) the repair and maintenance of tanks on tank-trucks.

## **3.00. Hours of work**

**3.01.** The standard workweek consists of 40 hours scheduled from Monday through Friday.

**3.02.** The standard workday consists of 8 hours scheduled, either between 8 h and 17 h, with an hour off without pay for the noon meal, or between 8 h and 16 h 30, with half an hour off without pay for the noon meal.

**3.03.** During the standard workday, hours spent by the employee travelling from the employer’s place of business or head office to the job site and back again, and between job sites are considered to be part of the standard workday and travelling expenses shall be paid by the employer unless he transports the employee in a suitable vehicle.

**3.04.** Before the beginning or after the end of the standard workday, the hours spent travelling by the employee from the employer’s place of business or head office to the job site and back again, and between job sites shall be paid as follows : any hour spent travelling is considered as an overtime hour.

**3.05.** The employer may organize a second or third shift provided that there is regular daily work for the employees each day and provided that each shift carries out work started by the preceding shift.

**3.06.** When the double-shift is in effect, the standard workday of the first shift remains as stipulated in section 3.02 and the hours of the standard workday of the second shift shall be scheduled over 8½ hours with half an hour off without wage for a meal. The standard workday of the second shift shall begin as soon as possible after the end of the standard workday of the first shift, and the employer shall notify in advance the parity committee of the date when the double-shift system shall begin and the hour when the standard workday of the second shift begins.

**3.07.** When the triple-shift is in effect, the employee shall be entitled to half an hour off with pay for a meal and the hours of standard workday are scheduled as follows :

(a) 1<sup>st</sup> shift : from 8 h to 16 h from Monday to Friday ;

(b) 2<sup>nd</sup> shift : from 16 h to 0 h from Monday through Friday ;

(c) 3<sup>rd</sup> shift : from 0 h to 8 h from Tuesday to Saturday.

**3.08.** The employee is entitled to 15 minutes off with pay in the middle of each halfday of work.

**3.09.** The employee is entitled to a rest period of 8 consecutive hours in each 24-hour period, except when public health or safety are threatened. An increase shall be paid for overtime hours until the employee is entitled to such rest period.

**3.10. Shift differential :** The employee who works on a second or third shift is paid a shift differential of 0,20 \$ per hour.

**3.11.** The employee who is present to work at the regular hour without having been informed to the contrary

before the end of the preceding standard workday, is paid at least 4 times his hourly rate.

**3.12.** Section 3.11 does not apply when work is suspended due to picket lines, bad weather or any other major reason beyond the employer's control.

#### **4.00. Overtime hours**

**4.01.** Hours worked over and above the standard workday or workweek are overtime hours.

**4.02.** Time and a half shall be paid for the first 5 overtime hours worked during a 24-hour period.

**4.03.** Double time shall be paid for overtime hours worked on Sunday or in addition to the first 5 overtime hours worked during a 24-hour period.

**4.04.** The increase in wage for overtime hours does not apply to the shift differential but this differential continues to be payable to the employee during his standard workday.

**4.05.** When an employee is called back to work after his regular workday, he is paid a minimum wage equal to 2 hours of work at the regular rate or equal to 2½ hours of work at this rate when assigned to maintenance or repair work.

#### **5.00. General holidays with pay**

**5.01.** New Year's Day, 2 January, Good Friday, St. John the Baptist's Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and 26 December are general holidays paid at the employee's regular rate multiplied by the number of hours of his standard workday. To be entitled to these days, the employee shall work the working day preceding and following the holiday except if he is absent with the employer's authorization. The holiday is payable whatever the day on which it falls.

When the employer and the majority of his employees agree, the celebration of St. John the Baptist's Day or Canada Day may be postponed to the following Monday if this day falls on a Tuesday or to the following Friday if it falls on a Wednesday or a Thursday.

#### **6.00. Annual vacations**

**6.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**6.02.** The employee receives a 2-week annual vacation with vacation pay equal to 4% of his wages earned during the qualifying period.

**6.03.** The annual vacation shall be granted during the last 2 complete weeks of July. A complete week begins on Sunday and ends on the following Saturday.

**6.04.** During the annual vacation, the employer may keep 50% of his maintenance or shop employees on the job provided the concerned persons agree.

**6.05.** When an employee quits his employment, he receives his annual vacation pay acquired before the preceding 1 May, if not taken, in addition to the pay owing to him for the period elapsed since that date.

#### **7.00. Transportation, room and board**

**7.01.** If at his employer's request, an employee uses his own vehicle, he receives a minimum compensation of 0,125 \$ per kilometre.

**7.02.** When the employee must reside away from home, his employer reimburses all the reasonable expenses of his employee for transportation, room and board.

**7.03.** The employer pays separately from the employee's wages, any allowances for transportation and stop-over and within 7 days after receiving the employee's statement of expenses.

**7.04.** When an employee is absent from work on a working day or on the working day preceding or following a holiday or on an inclement day, the employer is not obliged to pay him for the expenses incurred the day he was absent, the holiday or the inclement day, unless otherwise agreed upon with the person concerned.

#### **8.00. Advance notice of lay-off**

**8.01.** When he is dismissed for a shortage in work for a period of at least 3 working days, the employee who has 5 weeks of continuous service receives either an advance notice of 2 working days or a compensation equal to 8 times his hourly rate.



**8.02.** For purposes of this Division, the annual vacation period is not included when computing continuous services.

### 9.00. Wages

**9.01.** Employees receive at least the following hourly rates for each class of employment mentioned below :

<i>Classifications</i>	<i>As of 1 January 1981</i>
<b>Service mechanic :</b>	
A .....	10,92 \$
B .....	9,02
C .....	7,58
<b>Mechanic :</b>	
A .....	10,92
B .....	9,02
C .....	7,58
<b>Shop mechanic :</b>	
A .....	10,92
B .....	9,02
C .....	7,58
<b>Tank-truck mechanic :</b>	
A .....	10,24
B .....	9,02
C .....	7,58
<b>Labourer .....</b>	<b>6,29.</b>

**9.02. Earnings statement :** The following particulars appear on the earnings statement :

- (a) the employer's name ;
- (b) the employee's complete name ;
- (c) his hourly rate ;
- (d) the date of payment and the work period corresponding to payment ;
- (e) the number of hours worked at straight time ;
- (f) the number of overtime hours ;
- (g) the amount of annual vacation pay ;
- (h) the nature and amount of each deduction made ;
- (i) the amount of gross wages ;
- (j) the amount of take-home pay.

**9.03. Special provision :** An employee other than a polyvalent employee who is assigned to a higher paid category shall receive the wage for such employment during the time he is assigned to such category. No reduction in wages shall be made when the employee is temporarily requested to perform work paid at a lower wage rate.

### 10.00. Miscellaneous provisions

**10.01.** The employer supplies, free of charge, all pneumatic or motor tools, all the tools necessary for cutting or welding, and any other tool that, according to the requirements of the trade, is generally supplied by the employer. He also supplies all tools and work clothes to the employee working with corrosive chemical products.

**10.02.** The employer is not allowed to rent tools to the employee and he shall supply free of charge tool sharpening to the employee.

**10.03.** The employer pays annually to his employees an increase equal to the percentage of the cost of living increase exceeding 11%. The cost of living increase is based on the average of the Canadian Consumer Index published by Statistics Canada for the preceding 1 January to 31 December.

This increase shall be paid to the employee within the 3 weeks following the official publication of the Cost of Living Index.

**10.04.** The hours during which the employee is at his employer's disposal and required to be present on the job-site are considered hours worked and shall be paid.

### 11.00. Term of the Decree

**11.01.** The Decree remains in force until 31 December 1981. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during November of 1981 or of any subsequent year.

O.C. 573-76, (1976) 108 O.G.II, 1945  
 O.C. 1303-76, (1976) 108 O.G.II, 2765  
 O.C. 1130-78, (1978) 110 G.O., 1483  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1184-79, (1979) 111 G.O., 3109  
 O.C. 256-80, (1980) 112 G.O.II, 923  
 O.C. 3769-80, (1980) 112 G.O.II, 4997



c. D-2, r.34

## Decree respecting the building materials industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereunder mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreements entered into between :

on the one part :

The Montréal Construction Association ;

*L'Association québécoise des fabricants de tuyaux de béton inc. ;*

*L'Association québécoise des fabricants d'éléments de maçonnerie en béton inc. ;*

and, on the other part :

The United Steelworkers of America ;

*L'Union internationale des Carreleurs et autres travailleurs de métiers ou emplois connexes, local 1 (FTQ) ;*

*La Fédération Nationale des Syndicats du bâtiment et du bois Inc. (CNTU) ;*

*La Centrale des Syndicats Démocratiques ;*

for the employers and the employees of the industries and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 22 October 1960 ;

WHEREAS these agreements have acquired a preponderant significance and importance for the establishing of working conditions in the industries and the trades concerned and in the territorial jurisdiction indicated in the petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been made against the approval of the said petition ;

IT IS ORDEDED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act respecting collective agreement decrees with, however, the

following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 22 October 1960.

### PART I

FABRICATION OF CONCRETE PRODUCTS COMPRISING BLOCKS, BRICKS, PIPES, SLABS, SILO STAVES, ORNAMENTAL SLABS FOR GARDENS AND PRODUCTS OF ARTIFICIAL STONE AND MOULDED STONE PRODUCTS

#### 1.00. Industrial jurisdiction

**1.01.** This Part governs all operations in the fabrication of cement or concrete blocks, concrete bricks, silo staves in concrete, concrete pipes, prefabricated concrete septic tanks, artificial stone and moulded stone, concret slabs and concrete ornaments for gardens and related specialities.

**1.02.** However, this Part does not govern architectural or structural elements made of prefabricated concrete or prestressed concrete.

#### 2.00. Territorial jurisdiction

**2.01.** The territorial jurisdiction of this Part includes the entire territory of Québec.

#### 3.00. Wages

**3.01.** The employee receives the following minimums hourly wage :

Trades	As of 1 January 1982	
Truck drivers	7,10 \$	7,80 \$
All other trades and jobs	7,00	7,70
	Per week	
Watchmen	285,00 \$	310,00 \$

**4.00. Working hours**

**4.01.** The standard workweek is 44 hours, scheduled from Monday to Friday and the standard workday shall not exceed 9 hours.

**4.02.** The standard workweek for a standard night shift is 44 hours, scheduled from Monday to Saturday at 8 h.

**5.00. Night shift differential**

**5.01.** There is a differential of 0,20 \$ per hour for employees on a second production shift, but the night shift differential is not added to the wage rate for purposes of calculating overtime.

**6.00. Meal period**

**6.01.** Every employee is entitled to a ½-hour without pay for his meal taken approximately at half-time of his shift, except for watchman.

**7.00. Watchman**

**7.01.** The standard workweek for the watchman is 60 hours scheduled over a maximum of 6 days. In the middle of his daily working hours, the watchman shall be entitled to half an hour off with pay to take his meal provided that he remains on the work premises.

**8.00. Overtime hours**

**8.01.** Except for the watchman, overtime hours are those hours worked in addition to the standard working hours as well as hours worked on Saturdays. Such hours are paid at time and a half the regular rate.

Except for the watchman, hours worked on Sundays, New Year's Day, the day after New Year's Day, Good Friday, the Queen's Birthday or Dollard's Day, 1 July, Labour Day, Thanksgiving Day and Christmas Day and on any holiday with pay replaced according to the provisions of section 9.02, are paid at double time the effective wage rate.

Double time is paid to a watchman for any overtime hours.

**9.00. Paid general holidays**

**9.01.** An employee who has completed 3 months of continuous service with the same employer is entitled to 8 holidays : New Year's Day, the day after New Year's Day, Good Friday, The Queen's Birthday or Dollard's Day, 1 July, Labour Day, Thanksgiving Day and Christmas Day.

**9.02.** The employer bound by a special collective agreement may celebrate paid holidays other than those mentioned in section 9.01 provided that he celebrates at least 8 of these. In such a case, the employer gives prior notice to the joint committee thereof.

**9.03.** When 1 July falls on a Tuesday, Wednesday or Thursday, this holiday may, upon agreement between the employer and his employees, be celebrated on the Monday or Friday immediately preceding or following the holiday.

**9.04.** Unless an employee has voluntarily quit his employment or he has been laid off for a just cause or following a lay-off has refused to return to work after being advised by the employer to do so, the 3 months' continuous service with the same enterprise provided for in section 9.01 applies even if it was completed during the previous year.

**9.05.** The pay for the paid holidays mentioned in section 9.01 or for those granted under section 9.02, is equal to 3,2% of the wages based on the standard hours worked during the calendar year during which these holidays occur. The holiday pay is given to the employee no later than 28 February of the following year. The holiday pay does not apply to the 3 months' probationary period.

**9.06.** For all employees, St. John the Baptist's Day is a paid general holiday, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**10.00. Paid vacation**

**10.01.** For the purpose of this Division, the length of continuous service includes sick leave, closing days, vacation periods, strikes, authorized absences and absences due to a work accident.

**10.02.** The qualifying period is 12 consecutive months, starting the day an employee begins work in an enterprise, or any other day established by agreement or custom.

**10.03.** For the purpose of this Division, the total wages exclude the annual vacation pay provided for in Division 9.00.

**10.04.** An employee who has less than one year of continuous service with the same employer, is entitled to one day of annual vacation per month up to 2 weeks. The vacation pay is equal to 4% of the employee's wages during the qualifying period. When an employee has quit his employment or when he is dismissed before having completed one year of continuous service with the same employer, he receives a monetary compensation equal to 4% of the wages earned as of the date of his hiring or as of the date on which he is entitled to the annual vacation.

**10.05.** An employee who has completed more than one year of continuous service with the same employer, is entitled to 2 weeks of annual vacation with pay. The vacation pay is equal to 4% of the employee's total wages during the qualifying period.

**10.06.** An employee who has completed 7 years and more of continuous service with the same employer, is entitled to 2 weeks of annual vacation with pay. The vacation pay is equal to 5% of the employee's total wages during the qualifying period.

**10.07.** An employee who has completed 10 years and more of continuous service with the same employer is entitled to 3 weeks of annual vacation with pay. The vacation pay is equal to 6% of the employee's total wages during the qualifying period.

**10.08.** An employee who has completed 16 years and more of continuous service with the same employer is entitled to 3 weeks of annual vacation with pay. The vacation pay is equal to 7% of the employee's total wages during the qualifying period.

**10.09.** An employee who has completed 20 years and more of continuous service with the same employer is entitled to 3 weeks of annual vacation with pay. The vacation pay is equal to 8% of the employee's total wages during the qualifying period.

#### **11.00. Temporary assignment**

**11.01.** Any employee who shall work temporarily in a classification for which the wage rate is inferior to his usual classification receives the rate for his usual classification.

#### **12.00. Bereavement leave**

**12.01.** If a death occurs in the family of an employee, the employer grants a paid leave up to 3 working days during the period starting on the day of death and ending on the day of the funeral inclusively. The word 'family'

means : the father, the mother, the brother, the sister, the spouse and the child of the employee.

#### **13.00. Term**

This Part remains in force until 31 December 1982. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during November 1982 or of any subsequent year.

### **PART II MARBLE INDUSTRY**

#### **14.00. Jurisdiction**

**14.01.** This Part applies to any operation carried out in :

- (a) a quarry, a warehouse, or a shop of the marble industry ;
- (b) a shop where construction marble is worked ;
- (c) a shop where precast granito (terrazzo) of all categories and for all uses is manufactured ;
- (d) a shop where precast concrete panels, irrespective of their thickness, are covered with ceramic tile or marble ;
- (e) a shop where slate, monolithic asbestos-cement sheets, soapstone or any other similar material is worked.

**14.02.** In the case of prefabricated panels where the surface is being covered with ceramic tile, such tile shall be laid by tile layers and, in cases where the surface of panels is covered with marble, such marble shall be laid by marble setters.

**14.03.** However, cement or concrete panels fabricated in shops shall not be governed by this Part.

#### **15.00. Territorial jurisdiction**

**15.01.** The territorial jurisdiction of this Part comprises all the territory of Québec.

**16.00. Wage rates and classification****16.01. Classification :** 1 May 1979

(a) hand marble cutter . . . . .	8,71 \$
apprentice :	
1 <sup>st</sup> year . . . . .	7,50
2 <sup>nd</sup> year . . . . .	7,83
3 <sup>rd</sup> year . . . . .	8,08
(b) carborundum or damond machine	
operator . . . . .	8,80 \$
apprentice :	
1 <sup>st</sup> semester . . . . .	7,83
2 <sup>nd</sup> semester . . . . .	8,15
3 <sup>rd</sup> semester . . . . .	8,59
(c) hand and machine polisher . . . . .	8,80
apprentice :	
1 <sup>st</sup> semester . . . . .	7,83
2 <sup>nd</sup> semester . . . . .	8,15
3 <sup>rd</sup> semester . . . . .	8,59
after 18 months . . . . .	8,80
(d) terrazzo caster . . . . .	8,80
(e) compressor operator . . . . .	8,34
(f) sawsetter . . . . .	8,34
(g) helper and labourer . . . . .	7,83
(h) sawyer on frame :	
1 <sup>st</sup> six months . . . . .	7,66
after 6 months . . . . .	8,34
(i) bed rubber face . . . . .	8,34
(j) bed rubber end . . . . .	8,34
(k) crane operator . . . . .	8,34
(l) watchman (per week) . . . . .	309,76

**17.00. Standard working hours**

**17.01.** The work schedules of qualified tradesmen are as follows : 9 hours per day between 7 h and 17 h 30 on Monday, Tuesday, Wednesday, Thursday and Friday, constituting a maximum of 45 hours per week. There is no daily limitation of the duration of work of watchmen, but the weekly maximum is 60 hours.

However, the maximum duration of work of marble cutters and apprentice marble cutters is 8 hours per day between 8 h and 17 h on Monday, Tuesday, Wednesday, Thursday and Friday, making a total of 40 hours per week.

**17.02.** Any workman or employee who reports for work and has not been notified in advance that his services will not be required, or whose hours of work are less than 4 hours, is entitled to be paid for 4 hours of work unless he

has refused to do the work required of him in his own trade.

However, this indemnity shall not be payable in such cases, when work is stopped for any cause beyond the employer's control, proof of which devolves upon the employer.

**17.03.** The employer shall install a time clock in the shop ; the employee shall personally have his card stamped at the beginning and the end of each day ; the employee is paid for the working hours stamped on his card minus the time taken for meal.

**17.04.** Any employee is entitled to 5 minutes off with pay immediately before the end of his working day to wash up and change. However, no employee shall stamp his time card before the end of his working day.

**18.00. Overtime**

**18.01.** Any time worked over and above standard working hours, is paid at the rate of time and a half.

**18.02.** Double time is paid for any time worked between 22 h and 7 h during the standard workweek and on Saturdays.

**19.00. Night shift**

**19.01.** The standard working hours of the night shift are 9 hours scheduled between 17 h and 7 h the following day.

**19.02.** The employer shall guarantee to any employee working the night shift 9 hours of work at the regular wage rate increased by 0,45 \$.

**19.03.** Any employee working on the night shift who works overtime hours is paid double time. However, the 0,45 \$ shift differential mentioned in section 19.02 does not apply in this case.

**20.00. General holidays**

**20.01.** St. John the Baptist's Day, Canada Day, Labour Day, Good Friday and Thanksgiving Day shall be general holidays.

**20.02.** If St. John the Baptist's Day or Canada Day fall on a Saturday or a Sunday, such holidays are observed on the Monday immediately following the holiday in question or on such day as the Government may specify by decree.

**20.03.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**21.00. Annual vacation with pay**

**21.01.** Employees are entitled to 3 weeks' vacation with pay at the following periods :

(a) **Winter** : between 0 h 01 on 23 December, and 0 h 01 on 3 January ;

(b) **Summer** : the 2 last full calendar weeks of July (the calendar week starts at 0 h 01 on Sunday and ends at 23 h 59 on Saturday).

In case of urgent necessity, proof of which rests with the employer, double time shall be paid for all work performed during such weeks' vacation. The employer or artisan shall give notice thereof to the joint committee.

**21.02. Vacation pay** : At the end of each week, the employer credits each of his employees with a sum equivalent to 10% of the wages earned during the week as vacation pay and holiday pay.

The employer shall remit such vacation pay to the joint committee before the 15<sup>th</sup> of each month. The latter shall forward it to the Office de la construction du Québec which will administer and pay such vacation pay to the employees according to the Construction Decree (c. R-20, r.5).

**22.00. Notice**

**22.01.** When an employee is laid-off, he is entitled to 18 working hours' notice inasmuch as these hours are worked, except in cases beyond the employer's control or which are justified.

**22.02.** Should an employer fail to give an employee his unemployment insurance booklet or fail to pay him on the appointed pay day following such severance, he shall pay the employee at least 4 hours for each waiting day to compensate for time lost.

**23.00. Safety, health and welfare**

**23.01.** Employer shall furnish all necessary working equipment such as rubber boots, gloves, aprons.

**24.00. Apprenticeship**

**24.01.** Four years constitute the period of apprenticeship in the trade of marble-cutting and 18 months of continuous employment is the period of apprenticeship for carborundum machine operators.

**24.02.** No employer shall have more than one apprentice to 3 journeymen of each category of the trades mentioned in this Part ; however, 1 apprentice shall be allowed to each journeyman hand marble cutter.

**24.03.** No apprentice shall begin his apprenticeship before 16 years of age.

**24.04.** Apprenticeship cards shall be issued by the Building Materials Joint Committee in favour of candidates, upon the recommendation of an employer.

**24.05.** Apprentice marble cutters shall sit for an examination at the Commission de formation professionnelle de la main-d'oeuvre du Montréal métropolitain after each year of apprenticeship. If they do not succeed, they shall serve again that same year of apprenticeship or shall be invited to undergo another aptitude test.

When an apprentice completes his fourth year, he must pass a final examination at the Commission de formation professionnelle de la main-d'oeuvre du Montréal métropolitain. A journeyman's card shall be given to him only if he succeeds in his examination. If he fails, after 6 months, he shall sit for another examination.

**24.06.** For apprentice carborundum machine operators and polishers, a temporary probationary permit for one month shall be issued upon recommendation of their employer ; after this period, if the employer agrees, an apprenticeship card shall be issued and, at the end of apprenticeship, they shall receive a journeyman's card after the examination provided for by the Act.

**25.00. Payment of wages**

**25.01.** Employees are paid by cheque, during working hours, every Thursday. If Thursday is a holiday, payment is made in the same way the preceding Wednesday.

**25.02.** Employers supply each employee with an earnings statement listing the following items :

(a) number of standard working hours worked ;

(b) number of hours at overtime or at differential or bonus rates ;

(c) hourly wage rates ;

(d) gross amount of wages ;

(e) amount paid for general holidays with pay and for annual vacations with pay ;

(f) amount and type of each contribution made by the employer ;

(g) amount and type of each deduction made ;

(h) take-home pay.

**25.03.** The employer supplies the employee, at the very latest at the same time as the T-4 and TP-4 slips, a statement of the sums paid to the joint committee during the preceding year for the social security fund, annual vacations with pay and general holidays with pay.

#### **26.00. Contract work and artisan-contractor**

**26.01.** Any piece-work or work by the job or for a lump sum agreed upon between the employer and one or several employees is forbidden.

**26.02. Respect of working conditions :** Without restricting any person's right to do, for himself or for others, on a gratuitous basis, which he must prove, no employer shall furnish work to an employee and no employee or artisan-contractor shall do such work for any person, unless all the working conditions contemplated in the Decree are respected.

**26.03. Written contract :** Any person who works as artisan-contractor must contract and carry out his work in pursuance of a written contract and shall mention his professional status and hourly rates to the joint committee.

**26.04. Duties and obligations :** The artisan-contractor must register with the joint committee and send, each month, to the latter a written report on any written contract or on any work carried out, on the hourly rates claimed and received from the client, and the documents and reports which employers governed by the Construction Decree must finish.

#### **27.00. General provisions**

**27.01.** Hand polishing shall be done by a skilled worker and in no case shall it be performed by a labourer.

Never shall a labourer work alone on a machine except when accompanied by a skilled worker.

A shop having only one skilled worker is not allowed to hire more than 2 labourers. If the work calls for more employees, there shall be at least 2 skilled workers to enable the hiring of additional labourers.

**27.02. Rest :** Every employee is entitled to a 15 minute rest period in the middle of each 4 hour work period.

#### **28.00. Social benefits**

**28.01.** The employer and the employee shall contribute to the social benefits plan provided for in the Construction Decree.

**28.02.** The contribution paid by the employer for the employee governed by the Decree is established at 0,45 \$ per hour worked. In addition, the employer shall collect by means of a check-off from each employee's wages a contribution of 0,30 \$ per hour worked. Additional contributions paid by the employer and by the employee are paid to the pension fund.

**28.03.** Such contributions are remitted to the Building Materials Joint Committee, which shall remit them to the Office de la construction du Québec in the same manner and on the same date as for vacation pay and holiday pay.

**28.04.** For the purposes of this Part, the provisions respecting social benefits (pension funds, life insurance, health-accident insurance), and the conditions and benefits relating thereto shall apply *mutatis mutandis*.

#### **29.00. Social leave**

**29.01.** Any regular employee of an employer shall be entitled to 2 days' leave on the occasion :

(a) of his marriage ;

(b) of the death of his spouse, father, mother, child.

**29.02.** For the purpose of this Division a regular employee is an employee who has accumulated at least 2 years of service with the same employer.

#### **30.00. Forbidden work**

**30.01.** No employer may carry out or cause to be carried out work governed by this Decree on the following days which are non-working days : New Year's Day, Good Friday, St. John the Baptist's Day, 1 July, Labour

Day, Thanksgiving Day, Christmas Day, Sundays and during annual vacation periods.

**30.02.** However, in case of emergency or when public safety is in danger, any employer may carry out or cause to be carried out work after notifying the joint committee of the hour and place where such work is to be performed. The burden of proof of delivery of the notice lies upon the one who sends it. In such case double time is paid for the said work.

### **31.00. Adjustment of wages**

**31.01.** Effective on 1 May 1979, wages provided for in Division 16.00 shall be increased if the Consumer Price Index for Canada as published by "Statistics Canada" exceeds more than 9% during the period extending from 1 May 1978 to 30 April 1979. This wage increase shall be equal to the percentage of increase of the index exceeding 9%.

### **32.00. Term**

**32.01.** This Part remains in force until 30 April 1980. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during March of 1980 or of any subsequent year.

## **PART III**

### **SPECIAL PROVISIONS APPLICABLE TO ALL PARTS**

### **33.00.**

**33.01.** No employer shall punish or threaten to punish such as by discharge or suspension, directly or indirectly, a Catholic worker absent from work on a Catholic day of obligation.

**33.02.** The Decree does not apply to truck drivers in the employ of public trucking concerns engaged in remunerated transportation.

### **34.00. Special provision respecting wages**

**34.01.** Notwithstanding any other provision of this Decree, the employer pays an employee at least the weekly minimum remuneration which he would receive according to the Regulation respecting labour standards (c.

N-1.1, r. 3) or any other further regulation which could amend or replace it.

O.C. 2203-60, (1960) 92 O.G., 5152  
 O.C. 1268(A)-61, (1961) 93 O.G., 2537  
 O.C. 1526(B)-61, (1961) 93 O.G., 3136  
 O.C. 2049(C)-61, (1961) 93 O.G., 4511  
 O.C. 2443(C)-61, (1962) 94 O.G., 54  
 O.C. 1156(D)-63, (1963) 95 O.G., 3390  
 O.C. 1270(C)-63, (1963) 95 O.G., 3845  
 O.C. 1412(E)-63, (1963) 95 O.G., 4150  
 O.C. 1862(B)-63, (1963) 95 O.G., 5152  
 O.C. 22(A)-64, (1964) 96 O.G., 282  
 O.C. 933(B)-64, (1964) 96 O.G., 2720  
 O.C. 1976(E)-64, (1964) 96 O.G., 5482  
 O.C. 1133-66, (1966) 98 O.G., 4030  
 O.C. 1244-66, (1966) 98 O.G., 4307  
 O.C. 1795-66, (1966) 98 O.G., 5449  
 O.C. 2430-66, (1966) 98 O.G., 6630  
 O.C. 2500-66, (1966) 98 O.G., 6632  
 O.C. 194-67, (1967) 99 O.G., 1170  
 O.C. 197-67, (1967) 99 O.G., 1169  
 O.C. 368-67, (1967) 99 O.G., 1510  
 O.C. 1067-67, (1967) 99 O.G., 2675  
 O.C. 1334-67, (1967) 99 O.G., 3311  
 O.C. 3039-67, (1967) 99 O.G., 6793  
 O.C. 3041-67, (1967) 99 O.G., 6794  
 O.C. 707-69, (1969) 101 O.G., 1936  
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 O.C. 321-71, (1971) 103 O.G., 1358  
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 O.C. 268-72, (1972) 104 O.G., 1351  
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 O.C. 218-73, (1973) 105 O.G.II, 224  
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 O.C. 449-80, (1980) 113 G.O.II, 1067  
 O.C. 1803-81, (1981) 113 G.O.II, 2074





c. D-2, r.35

## Decree respecting the non-structural metalwork industry in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

The Montréal Construction Association, on behalf of the following firms :

B.K. Ornamental Iron Work Reg'd ; Bolar Foot Grill Co. Limited ; Classic Ornamental Work Inc. ; Charles English Limited ; A. Faustin Compagnie Limitée ; Foschi & Liberatore Architectural Iron Works Inc. ; Lockweld & Forge Products (1961) Limited ; Lord & Fils Cie Limitée ; Molina Fer Ornementale Ltée ; Montréal Iron Works Corporation ; Montréal Ornamental Metal Works Ltd. ; St. Michel Ornamental Inc. ; Tri-Steel Fabricators Limited ; Ville LaSalle Welding Reg'd ;

and, on the other part :

Local number 2366 of the United Steel Workers of America of the city of Montréal ;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 9 December 1961 ;

WHEREAS a second petition, amending the said agreement, has been submitted to the Department, and has been published in the *Québec Official Gazette* of 31 March 1962 ;

WHEREAS the said agreement so amended has acquired a preponderant significance and importance towards the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been duly considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 9 December 1961 and 31 March 1962.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "mechanic" : employee who has 4 years' experience in the trade or the equivalent as determined by the board of examiners and who :

i. is able to read and understand plans, drawings and patterns ;

ii. traces and uses all machines or tools used in the shop to cut, saw, piece, perforate, form and fold ;

iii. has a practical knowledge of burning or cutting with a gas torch and welding with gas and electricity, etc ;

iv. joins together all the pieces in order to form a whole and thus finishes the work required ;

v. performs without supervision all the operations in the plant within the professional jurisdiction of this Decree ;

vi. holds the required certificate of competency under the regulation of the joint committee ;

(b) "fitter" : employee who has 3 years' experience in the trade or the equivalent as determined by the board of examiners and who :

i. receives directions and instructions from a mechanic or a foreman ;

ii. works from plans and drawings to do tracing and make patterns and, under direction, to complete his work ;

iii. is able to use the machinery and tools ordinarily used to ply the trade ;

iv. has a practical knowledge of cutting or burning with gas torch and welding with gas or electricity, etc. ;

v. is able to fabricate according to instructions received from a mechanic or a foreman ;

vi. holds the required certificate of competency under the regulation of the joint committee ;

(c) “brake press and blade shear operator” : employee able to operate his machine and trace, cut and form any material according to plans. He shall also be the holder of the required certificate of competency under the regulation of the joint committee ;

(d) “buffer” : employee able to operate the buffing machine for all kinds of metal or to polish manually these metals ;

(e) “truck driver” : employee who has the responsibility of driving a truck ; he shall see to the loading and unloading of the truck, and he may work as receiver and shipper. He may also work as a production worker A and as a labourer ;

(f) “production worker A” : employee who may work alone, on the work-bench, cut with acetylene, assemble, polish, do any small adjustment on any machine and operate the machine. He may do small adjustments on a blade shear or a brake press and operate these machines if they are used for mass-production. He may also weld if he is able to do so ;

(g) “production worker B” : employee who helps a mechanic, a fitter or a production worker A. He may perform the work of a production worker A, provided he works under the direct supervision of a mechanic, a fitter or a production worker A. He may also weld ;

(h) “labourer” : employee who performs any non-specialized work as : painting, grinding, handling materials, sweeping the grounds and helping the mechanic, the fitter and the production worker ;

(i) “working day” : day included in an employee’s regular workweek.

## **2.00. Jurisdiction**

**2.01. Industrial** : This Decree governs the fabrication, production, processing and erection in the plant, for any other party, of any non-structural metalwork, regardless of the metal involved, used for building purposes as mentioned in the Act respecting labour relations in the construction industry (R.S.Q., c. R-20).

Such work includes, but is not limited to :

(a) doors, frames and sills ;

(b) stairs, fire escapes, ladders and cat walks ;

(c) fences, gates, balconies and all types of railings ;

(d) protection guards, curb angles, frames and covers for pits and trenches ;

(e) grills, windows, window guards, cages and partitions.

**2.02. Exceptions** : The Decree does not govern the following :

(a) metal framework and hardware ;

(b) the accessory part of an apparatus, a machine or piece of equipment not included in the jurisdiction when it is made by the firm that makes the apparatus, the machine or piece of equipment.

**2.03. Territorial** : The territorial jurisdiction of this Decree comprises the island of Montréal, the municipality of Laval and the territory included within a 160 kilometre radius of their limits, divided into 2 zones as follows :

(a) **Zone I** : the island of Montréal, the municipality of Laval and the territory included within 40 kilometres of their limits ;

(b) **Zone II** : the territory not included in Zone I.

## **3.00. Hours of work**

**3.01.** The standard workday is 8 hours scheduled between 7 h and 17 h 30.

**3.02.** The standard workweek is 5 days, from Monday through Friday.

**3.03.** When an employer operates more than one shift, the regular workday begins at the following hours :

(a) the first shift : between 7 h and 9 h ;

(b) the second shift : between 15 h and 18 h ;

(c) the third shift : between 23 h and 1 h.

**3.04.** The employer may schedule the regular daily hours otherwise than mentioned in sections 3.01 or 3.03 provided the employees agree. In such cases, the employer gives a written notice to the joint committee in advance.

**3.05.** The employer may schedule the regular week otherwise than mentioned section 3.02 in case of continuous work or when employees agree.

**3.06. Meal period :** The employee is entitled to a 30-minute minimum meal period without pay in the middle of the work period except when the three-shift system is in force. In such cases, he is entitled to a 20-minute meal period with pay in the middle of the work period.

**3.07. Coffee-break :** The employee is entitled to a 10-minute rest with pay during each regular half-day's work, and to a 15-minute rest period with pay for each 2 hours of overtime.

**3.08.** The employee is entitled to a 5-minute rest period with pay immediately before the end of his work-day.

#### **4.00. Overtime hours**

**4.01.** Work performed in excess of the regular work-day or workweek is considered as overtime.

**4.02.** Time and a half shall be paid for the first 4 overtime hours worked in excess of the regular workday or workweek. Double time shall be paid for subsequent overtime hours and for hours worked on Sundays.

#### **5.00. Minimum wage rates and job classification**

**5.01.** The minimum wage rates shall be the following for the classification listed below :

*1 June 1980*

##### **(1) Zone I :**

- |                             |         |
|-----------------------------|---------|
| (a) mechanic . . . . .      | 9,21 \$ |
| press operator              |         |
| (b) fitter . . . . .        | 8,31    |
| blacksmith                  |         |
| electrician                 |         |
| (c) operator . . . . .      | 8,16    |
| blade shear                 |         |
| buffer                      |         |
| (d) production worker A . . | 7,56    |
| truck driver                |         |
| (e) production worker B . . | 7,26    |

##### **(f) labourer :**

- |                            |      |
|----------------------------|------|
| i. during the first 4 000  |      |
| hours of service . . . . . | 6,66 |
| ii. during the following   |      |
| 4 000 hours of service . . | 6,96 |

**(2) Zone II :** The minimum wage rates in Zone II are the rates of Zone I less 0,15 \$ per hour.

**5.02.** The employee working on the second or the third shift receives a difference of 0,20 \$ per hour. This difference is not subject to the increase provided for overtime hours.

**5.03. Temporary classification :** Employees who temporarily work in a classification paid at a wage that is lower than their usual classification continues to receive the wage paid for their usual classification until the end of the current pay period.

**5.04. Labourer :** When he received during 4 000 hours the higher rate mentioned in section 5.01 for his classification or more, the labourer is classified as a production worker B.

**5.05. Special provision :** When the employee's weekly wage determined according to the provisions of this Decree, is or becomes inferior to the wage to which he would be entitled if it were computed according to the Regulation respecting labour standards (c. N-1.1, r. 3) or to any other further regulation which could amend or replace it, the employer pays the employee the wage computed according to the said Regulation.

#### **6.00. General holidays**

**6.01.** The following days are general holidays with pay : New Year's Day, Good Friday, Dollard Day, St. John the Baptist's Day, Canada Day, Labour Day, Thanksgiving Day, 24 December, Christmas Day, 26 December and 31 December.

**6.02.** Holiday pay is equal to 8 times the employee's hourly rate plus the shift differential if any.

**6.03.** Except for St. John the Baptist's Day, holiday pay is payable to the employee provided that he works the last working day preceding the holiday and the first working day following the holiday, unless the employee is on an authorized absence, bereavement leave or is absent due to sickness or accident. However, this leave shall not have started more than 3 months preceding the holiday. In the case of St. John the Baptist's Day, the right to the leave

and to the holiday pay is pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.04.** Notwithstanding section 6.03, holiday pay shall be paid before departure to the employee who was laid off within the 15 days preceding a general holiday.

**6.05.** When a general holiday falls during an employee's annual vacation, the employer grants him the pay for this holiday.

**6.06.** When an employer closes his shop the day before or the day after the general holiday, he may recover the hours lost due to the closing without granting the increase provided for overtime hours on the following conditions :

- (a) he obtains the consent of the majority of the employees concerned ;
- (b) he notifies in advance the joint committee ;
- (c) recovered hours were not worked on Sundays.

**6.07.** Double time shall be paid for hours worked on a general holiday with pay.

## **7.00. Annual vacation**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, has less than one year's service receives a continuous annual vacation whose duration consists of one day's vacation per month of service without the total duration of the exigible vacation exceeding 2 weeks. The annual vacation pay is equal to 4% of the employee's earnings during the qualifying period.

**7.03.** An employee who, on 1 May, has less than one year's service for the same employer receives an annual vacation with pay determined as follows :

<i>Number of years</i>	<i>Vacation pay</i>	<i>Duration of vacation</i>
(a) from 1 to 5 years :	4%	2 weeks
(b) from 6 to 13 years :	6%	3 weeks
(c) from 14 to 20 years :	8%	4 weeks
(d) from 21 to 24 years :	9%	4 weeks
(e) 25 years and more :	10%	5 weeks.

**7.04.** The annual vacation pay provided for in section 7.03 is based on the employee's earnings during the qualifying period.

**7.05.** The annual vacation is granted from May to September but it may be taken at another period if the employer and the employee agree.

**7.06.** When the employer closes his shop during the vacation period, he shall notify his employees 4 weeks in advance.

**7.07.** The annual vacation pay is granted to the employee before he leaves on vacation. The vacation pay cannot be paid during a layoff due to lack of work.

## **8.00. Call-in pay**

**8.01.** Any employee who is called in to work shall receive a minimum wage of 4 times his hourly rate.

## **9.00. Contract work**

**9.01.** It is forbidden to pay an employee on a piecework or lump sum basis and any contract to this effect is null and void.

## **10.00. Notice of lay-off**

**10.01.** When an employer lays off an employee because of lack of work, he shall give the employee one and one-half working days' notice, except when lay-off is due to circumstances beyond the employer's control. The notice of lay-off shall be given in writing to the employee.

## **11.00. Bereavement leave**

**11.01.** If a member of the employee's family dies, the employer shall grant a leave determined as follows : death of the spouse : 4 working days' leave ; death of the father, mother, a sister, a brother or a child : 3 working days' leave ; death of a grandfather, grandmother, his/her father-in-law, mother-in-law, a brother-in-law, a sister-in-law, a child, a son-in-law or a daughter-in-law : one working day's leave.

## **12.00. Authorized leaves without pay**

**12.01.** At a convenient time, the employer grants the employee who has 5 year's service and who so requests, at

least 30 days in advance, a continuous leave without pay of a maximum exigible duration of 45 calendar days. He shall notify the employee in writing of any authorization for leave exceeding one week, but he is not compelled to grant such leave to more than one employee out of 15 during the same period.

**12.02.** The leave without pay provided for in section 12.01 is exigible on the same conditions as soon as a 3-year period has elapsed since the last leave.

### **13.00. Safety and health**

**13.01.** The employer shall compensate the employee victim of a work accident covered by the Workmen's Compensation Act (R.S.Q., c. A-3) for the hours lost on the accident day by granting him his hourly rate for each hour lost, increased by the shift differential if any.

**13.02.** The employer shall supply transportation to the employee who has to obtain during his standard working hours, medical treatment following an industrial accident or disease, if the employee cannot obtain such treatment outside his standard working hours. The employee continues to receive his wage during the hours so lost.

**13.03.** The employer is not compelled to pay hours lost or supply transportation when such expenses are already defrayed by the Workmen's Compensation Act.

**13.04.** The employer pays annually to the employee having one year's continuous service a maximum amount of 30 \$ for safety shoes and a maximum amount of 25 \$ for prescription safety glasses if necessary.

### **14.00. Social security**

**14.01.** Any employer shall contribute to the social security plan the sum of 0,16 \$ for every hour worked by his employees.

**14.02.** Any employer shall deduct from the pay of each of his employees the sum of 0,16 \$ for each hour worked.

**14.03.** Before the 10<sup>th</sup> day of each month, the employer remits to the Building Materials Joint Committee a sum equal to the amount of his contribution according to section 14.01 and of the deductions made from his employees' wages according to section 14.02 for the preceding month.

**14.04.** The good operation of the insurance contract concluded to enforce the social security plan provided for in this Division is submitted to the supervision of the Superintendent of Insurance of Québec and the replacement or amendment of this contract are subject to his approval.

**14.05.** When an employee who is eligible for insurance benefits performs work governed by the industrial jurisdiction outside the territorial jurisdiction of the Decree, or is absent with the authorization of his employer he may, subject to the insurance contract, maintain for a maximum period of 6 months his adhesion to the social security plan, provided that :

(a) he notifies the Building Materials Joint Committee in advance ;

(b) the employee solely or jointly with his employer, if the employer so agrees, subject to prior agreement, pays to the Building Materials Joint Committee on or before the 10<sup>th</sup> of each month, a sum equal to 0,32 \$ per each hour of the standard workweek provided for in Division 3.00.

**14.06.** The employer contributes to the employee's pension fund the sum of 0,15 \$ per hour, in accordance with section 14.03.

### **15.00. Payment of wage**

**15.01.** Wages are paid in a sealed envelope every Thursday. This envelope includes a statement having the following particulars :

(a) the employee's full name ;

(b) number of regular hours ;

(c) number of overtime hours ;

(d) number of hours during which a premium was paid and the amount of this premium ;

(e) date of payment and the work period corresponding to payment ;

(f) gross wages ;

(g) nature and amount of deductions made ;

(h) net take home pay.

### **16.00. Enforcement**

**16.01.** The Building Materials Joint Committee is entrusted with the enforcement of this Decree.

**17.00. Term of the Decree**

**17.01.** This Decree remains in force until 31 May 1981. It is automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during March of 1981 or of any other subsequent year.

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O.C. 790-62, (1962) 94 O.G., 2745  
 O.C. 493(C)-63, (1963) 95 O.G., 1721  
 O.C. 1060(A)-63, (1963) 95 O.G., 3188  
 O.C. 1324(C)-63, (1963) 95 O.G., 3973  
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 O.C. 844(E)-65, (1965) 97 O.G., 2727  
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 O.C. 1708-68, (1968) 100 O.G., 3459  
 O.C. 827-69, (1969) 101 O.G., 2086  
 O.C. 832-69, (1969) 101 O.G., 1969  
 O.C. 1541-69, (1969) 101 O.G., 3426  
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 O.C. 2630-69, (1969) 101 O.G., 4982  
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 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 218-73, (1973) 105 O.G.II, 224  
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 O.C. 4655-73, (1973) 105 O.G.II, 6973  
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 O.C. 3953-75, (1975) 107 O.G.II, 4973  
 O.C. 4974-75, (1975) 107 O.G.II, 5743  
 O.C. 457-76, (1976) 108 O.G.II, 1621  
 O.C. 1305-76, (1976) 108 O.G. II, 2761  
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 O.C. 991-78, (1978) 110 G.O., 1407  
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 O.C. 3177-78, (1978) 110 G.O., 4291  
 O.C. 3882-78, (1979) 111 G.O., 429  
 O.C. 148-79, (1979) 111 G.O., 583, 585  
 O.C. 1219-81, (1981) 113 G.O.II, 1491



c. D-2, r.36

## Decree respecting the metal trades industry in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees, (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association patronale de la Métallurgie ;*

and, on the other part :

*Le Syndicat national catholique de la métallurgie de Québec, Inc. ;*

for the employers and the employees of the establishments concerned, according to the conditions described in the *Québec Official Gazette* of 15 May 1948 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the provisions of the said Act have been duly observed as regards the publication of notices ;

WHEREAS the objections submitted have been considered in pursuance of the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 15 May 1948.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(1) "charge hand" : any person leading a group outside the premises of the establishment and who does the same work as the other members of the group ;

(2) "toolmaker" : any qualified employee in the fabrication of dies, templets, jigs and tools. The toolmaker shall be capable of conceiving and producing any gear as per samples or designs ;

(3) "mechanical tracer" : any qualified employee who marks metal plates for the fabrication of mechanical parts, according to plans and specifications ;

(4) "general machinist" : any skilled employee capable, according to plans, of performing all machine operations in a machine shop ;

(5) "machinist" : any skilled employee capable of setting the machine on which he works and of performing operations of said machine according to plans ;

(6) "fitting mechanic" or "bench worker" : any skilled qualified employee capable of doing fitting work on any machine or part thereof ;

(7) "marine mechanic" : any skilled employee capable of doing fitting work on any marine machine or part thereof ;

(8) "boiler-maker" : any skilled employee competent to work from drawings and to perform all operations for the fabrication, assembling, repair of boilers, tanks or other container made of metal plates ;

(9) "sheet metal mechanic" : any employee competent to read the plans and work from drawings and perform all operations with sheet metal thicker than 1,5 millimetres ;

(10) "pipe mechanic" : any employee competent to work from plans and specifications and to perform all operations pertaining to the installation and repair of pipe systems ;

(11) "general welder" : any qualified employee with complete knowledge of acetylene and electric arc welding and competent to work from plans and specifications and to perform the operations of his trade ;

(12) "acetylene or electric arc welder" : any qualified employee with complete knowledge of acetylene or electric arc welding and capable of performing the operations of his trade ;

(13) “blacksmith” : any skilled employee capable of forging metal and who has some knowledge of metal tempering ;

(14) “temperer” : any qualified employee competent to work from plans and specifications and to temper metals as required ;

(15) “machine operator” : any employee working on a power machine ;

(16) “assembler” : any employee who performs any assembling line operation in the fabrication of metallic or mechanical products ;

(17) “metal part” : any metal part not constituting itself a machine or part of a machine or not intended for a machine ;

(18) “mechanical part” : any metal part constituting part of a machine or capable of being added to a machine ;

(19) “helper” : any employee occupied to help and give useful assistance to experienced workmen and assemblers. There shall not be more than one helper to each journeyman except for machine operators where the number of helpers is not limited ;

(20) “apprentice” : any employee who learns any one of the trades regulated by this Decree and for which an apprenticeship is required ;

(21) “night shift” : employees whose working time for the greater part is mostly beyond the hours of the day shift, as established in section 3.01 for a minimum of 5 consecutive working nights ;

(22) “metal-fabricating establishment” : any establishment or part thereof where all type boilers, metal or mechanical parts, tanks, engines, machines or parts thereof or other mechanical equipment are repaired, fabricated, installed or converted ;

(23) “pantographer” : any employee capable of conceiving patterns and making necessary erections for the production of models and their reproduction with pantograph and reproduction machines.

## **2.00. Jurisdiction**

**2.01. Territorial** : The territorial jurisdiction of the Decree includes the city of Québec and the territories located in a 50-mile radius (80,45 kilometres) of its limits as well as the municipality of St.Ephrem de Tring.

For the purposes of this Decree, the territorial jurisdiction is divided into 2 zones as follows :

(a) **Zone I** : the city of Québec and the territory located in a 25-mile radius (40,225 kilometres) of its limits ;

(b) **Zone II** : all the territory included in the territorial jurisdiction, with the exception of the territory located in Zone I.

**2.02. Industrial** : The industrial jurisdiction of this Decree includes the work performed by the metal-fabricating establishments defined in paragraph 22 of section 1.01, whether or not such work be carried out inside or outside a metal-fabricating plant where it constitutes the main or secondary industry thereof and provided such work be the object of a business transaction.

Notwithstanding the first paragraph, this Decree does not cover the production or conversion of boilers and tanks as well as elevator building or repairs, whenever such work is performed outside a metal-fabricating establishment.

Moreover, this Decree does not cover employees working on high-output machines producing metal parts, those who contribute to the assembly, tracing and setting of such parts, those who fabricate mechanical parts in an establishment whose annual output exceeds 10 000 similar units. However, the provisions hereof do not cover the fabrication of tanks and boilers.

Autobus manufacturers are not governed by this Decree.

## **2.03. Vocational :**

(1) The vocational jurisdiction of this Decree includes any employees working in the metal industry, including tool-makers, mechanical tracers, welders, machinists, fitter-machinists or bench-workers, marine mechanics, machine operators, blacksmiths, metal-work joiners, boiler-makers and other employees for whom wage rates are provided for in Division 4.00.

(2) However, for the purposes of this Decree, the professional jurisdiction does not cover the following employees :

(a) office managers and clerks ; foremen and superintendents who do no manual work, the technical staff, elevator operators, permanent employees as defined in the Act respecting collective agreement decrees or any other employee not covered by subsection 1 ;



(b) employees working within a shipyard's limits when a private collective agreement stipulates better employment conditions and higher wages than those of this Decree ;

(c) students under 16 who attend a reception centre governed by the Act respecting health services and social services (R.S.Q., c. S-5) ;

(d) employees working in an establishment where metal-work is not the main concern and where a private collective agreement guarantees them better employment conditions and wages than those of this Decree ;

(e) employees working in an establishment manufacturing woodworking machines, provided that part of the payroll covering customer repairs and the repair and modification of woodworking machines for resale does not exceed 15% of the total payroll ;

(f) employees working in an establishment where the metal work consists exclusively in manufacturing moulds for plastic materials injection.

### 3.00. Hours of work

**3.01. Day shift :** The number of day shift hours in a standard workweek is 40 hours. These hours are scheduled between 7 h and 18 h from Monday to Friday.

**3.02. Night shift :** Nightly working hours are scheduled between the end and beginning of the day shift's standard working hours. The number of night-shift hours in a standard workweek is 40 hours.

A night's work shall not exceed 10 hours. Moreover, the majority of working hours shall be scheduled within the work night.

**3.03. Supplementary shifts :** In establishments where there is a 3-shift system, working hours are as follows : from 0 h to 8 h, from 8 h to 16 h and 16 h to 0 h.

Notwithstanding the other provisions of this Decree, overtime hours for these shifts are paid :

(a) at time and one half for the first 4½ hours outside the standard hours for these shifts ;

(b) at double time outside the first 4½ hours mentioned in paragraph a.

### 4.00. Wage rates

**4.01.** The minimum wage rate are as follows :

Trades	As of 1 June 1981		As of 1 June 1982	
	Zones I	II	Zones I	II
<b>(a) Journeymen A (journeymen-trades) :</b>				
Toolmaker .....	11,11 \$	11,06 \$	12,18 \$	12,13 \$
Mechanical trader .....	10,80	10,75	11,84	11,79
General welder (acetylene and electric arc) .....	10,45	10,40	11,46	11,41
General machinist .....	10,45	10,40	11,46	11,41
Acetylene or electric arc welder .....	10,31	10,26	11,30	11,25
Sheet metal mechanic .....	10,31	10,26	11,30	11,25
Lathe, milling, machine operator .....	10,31	10,26	11,30	11,25
Marine mechanic .....	10,31	10,26	11,30	11,25
Fitter machinist .....	10,31	10,26	11,30	11,25
Caster .....	10,31	10,26	11,30	11,25
Boilermaker .....	10,31	10,26	11,30	11,25
Pipe mechanic .....	10,31	10,26	11,30	11,25
Temperer .....	10,31	10,26	11,30	11,25
Pantographer .....	10,31	10,26	11,30	11,25
Painter .....	10,31	10,26	11,30	11,25
Polisher .....	10,31	10,26	11,30	11,25
Machine shop joiner .....	9,87	9,82	10,82	10,77
Blacksmith .....	9,87	9,82	10,82	10,77

#### (a-1) Apprentices, all trades :

1 <sup>st</sup> year .....	6,49 \$	6,44 \$	6,98 \$	6,93 \$
2 <sup>nd</sup> year .....	6,68	6,63	7,18	7,13
3 <sup>rd</sup> year .....	6,97	6,92	7,50	7,45
4 <sup>th</sup> year .....	7,29	7,24	7,84	7,79
5 <sup>th</sup> year .....				
1 <sup>st</sup> six months .....	7,60	7,55	8,17	8,12
after 54 months .....	8,10	8,05	8,71	8,66
after 66 months .....	8,57	8,52	9,22	9,17

Boilermakers, erectors, steam engineers and welders and their helpers working outside a metal working establishment on the repair of boilers and tanks receive the following minimum wage rates :

Boilermaker .....	10,81 \$	10,74 \$	11,80 \$	11,73 \$
Erector .....	10,81	10,74	11,80	11,73
Steam engineer .....	10,81	10,74	11,80	11,73
Welder .....	10,81	10,74	11,80	11,73
Helper .....	9,14	9,08	10,00	9,94

#### (b) Journeymen B (journeymen-training) :

Assembler .....	9,87 \$	9,82 \$	10,82 \$	10,77 \$
Machine operator .....	8,90	8,85	9,76	9,71
Storeman in charge .....	9,37	9,32	10,27	10,22
Cutter .....	9,87	9,82	10,82	10,77
Checker .....	9,21	9,16	10,10	10,05
Storeman .....	9,21	9,16	10,10	10,05
Shipper .....	9,21	9,16	10,10	10,05

#### (b-1) Trainees :

##### (a) Assembler, machine operator and cutter

1 <sup>st</sup> year :				
1 <sup>st</sup> six months .....	6,49 \$	6,44 \$	6,98 \$	6,93 \$
2 <sup>nd</sup> six months .....	6,68	6,63	7,18	7,13
2 <sup>nd</sup> year .....	6,97	6,92	7,50	7,45
3 <sup>rd</sup> year .....	7,29	7,24	7,84	7,79
4 <sup>th</sup> year .....	7,74	7,69	8,32	8,27
5 <sup>th</sup> year .....	8,38	8,32	9,00	8,95

**(b) Storeman checker, shipper :**

1 <sup>st</sup> year	6,49 \$	6,44 \$	6,98 \$	6,93 \$
2 <sup>nd</sup> year	6,68	6,63	7,18	7,13
3 <sup>rd</sup> year	7,15	7,10	7,69	7,64
4 <sup>th</sup> year	7,82	7,77	8,41	8,36
5 <sup>th</sup> year	8,39	8,34	9,02	8,97

**(c) Miscellaneous :**

Truck driver	8,86 \$	8,81 \$	9,72 \$	9,67 \$
Helper	8,66	8,61	9,50	9,45
Labourer	8,21	8,16	9,00	8,95

**4.02. Premiums and special conditions for wages :**

(1) **Shift leader :** A shift leader responsible for 2 employees or more outside the shop is entitled to 0,50 \$ per hour as a premium in addition to his wage rate provided for in the Decree.

(2) **Night shift :** The employee working on a night shift is entitled to 0,45 \$ per hour as a premium, in addition to his wage rate provided for in the Decree.

(3) Any employee working simultaneously at more than one occupation or trade covered by this Decree is paid at the rate established for the highest paid occupation or trade.

However, if the said employee works at a single occupation or trade at least 5 consecutive working days, he is paid at the rate established for such trade or occupation.

**4.03. Payment of wages :** Wages are paid each week. The following particulars appear on the cheque stub or on a separate earnings statement :

- (a) the employee's complete name ;
- (b) the pay period corresponding to the payment of wage ;
- (c) the number of standard hours ;
- (d) the number of overtime hours ;
- (e) the hourly rate ;
- (f) the nature and amount of deductions made ;
- (g) the gross wage ;
- (h) the net wage.

**4.04. Special provision :** Notwithstanding any other provision of the Decree, the employer pays the employee at least the minimum weekly remuneration which would be payable to him according to the Regulation respecting labour standards (c. N-1.1, r. 3) or to any other further regulation which could amend or replace it.

**5.00. Overtime**

**5.01.** Time and half is paid for the work performed in one of the following cases :

(a) after 8 hours during the same day, except for the transportation time that is paid at straight time ;

(b) in addition to the number of hours in the standard workweek ;

(c) over and above the standard hours mentioned in Division 3.00 ;

(d) for night shifts, the first 4½ hours following the end of the standard hours of their shift ;

(e) for day shifts, between 7 h 30 and 12 h on Saturdays, except if overtime is already being worked for which the employee is being paid at double time his rate ;

(f) for night shifts, between 7 h 30 and 12 h on Saturdays, except if overtime is already being worked for which the employee is being paid at double time his rate.

**5.02.** Double time is paid for the work performed on Sundays or in one of the following cases :

(a) for day shifts, any work performed as of the first 4½ hours following the end of his standard workday and the beginning of the next regular workday ; save for the transportation time that is paid at straight time ;

(b) for night shifts, as of the first 4½ hours following the end of their regular shift and the beginning of their next regular shift ; save for the transportation time that is paid at straight time.

**5.03.** Notwithstanding Division 3.00, the work schedule for truck drivers may be scheduled between 4 h and 17 h on condition that the duration of the standard workday is respected. Time and a half is paid for any work exceeding that duration.

**6.00. General holidays with pay :**

**6.01.** St. John the Baptist's Day is a general holiday with pay, in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

The employer grants his employees the following general holidays with pay, if they occur on a standard work-

day : New Year's Day, 2 January, Good Friday, 1 July, Labour Day, Thanksgiving Day, 24 December, Christmas Day and 26 December.

**6.02.** In the cases when Christmas Day and 26 December fall successively on a Saturday and a Sunday, one of these successive holidays is postponed to the following Monday and is considered as a general holiday with pay. In addition, should 1 July fall on a Saturday or a Sunday, it is reported to another day and is considered as a general holiday with pay.

**6.03.** Holiday pay for each of the days mentioned in section 6.01 includes the amount indicated in subsection 2 of section 4.02

**6.04.** To be entitled to a general holiday with pay, the employee shall be at work the complete working day preceding the holiday and the complete working day following the holiday.

**6.05.** An employer may bring forward or postpone a holiday to another day if he obtains the written approval of 2/3 of his employees covered by the Decree and present at the time of his request.

## **7.00. Call back to work**

**7.01.** After having left the establishment, every employee who is called back to work receives a minimum pay equal to 2 hours of work either at the regular rate or at time and one half, or at double time, according to Divisions 3.00 and 5.00.

**7.02.** The employee thus called back to work (or the accompanying employee) for safety reasons is paid according to the same provisions as the first employee called back to work.

## **8.00. Annual paid vacation**

**8.01. Qualifying period :** The period during which an employee gradually acquires the right to the complete vacation is from 1 January to 31 December, of the preceding year.

## **8.02. Vacation entitlement and vacation pay :**

(1) Any employee who, on 1 January of each year has less than one year of continuous service with the same employer, is entitled to a vacation equal to the number of days for each calendar month of continuous service to his credit, and the said vacation shall not exceed 10 working

days. Vacation pay equals 4% of the total wages earned by the employee during the qualifying period.

(2) Any employee who, on 1 January of each year, has one year of continuous service with the same employer, is entitled to a vacation equal to 10 working days. The vacation pay for the said vacation equals 4% of the total wages of the employee during the qualifying period including vacation pay.

(3) The employee who, on 1 January of each year, has 7 years of continuous service with the same employer is granted a vacation of 15 working days. The vacation pay is equal to 6% of the employee's total wage during the qualifying period including vacation pay.

(4) The employee who, on 1 January of each year, has 16 years of continuous service with the same employer, is granted a vacation of 20 working days. The vacation pay is equal to 8% of the employee's total wage during the qualifying period including vacation pay.

(5) The employee who, on 1 January of each year, has 29 years and more of continuous service with the same employer, is granted a vacation of 25 working days. The vacation pay is equal to 10% of the employee's total wage during the qualifying period including vacation pay.

**8.03. Vacation time :** The employer advises his employees of their vacation dates at least 45 days beforehand.

The first period of 5 working days' vacation with pay shall be taken between 1 May and 30 September, immediately following the qualifying year. The other vacation periods of 5 working days shall be granted between 1 May which follows the qualifying year and the following 1 March.

**8.04.** No employer may substitute a monetary compensation for the vacation time provided in this Decree.

**8.05. Compensating vacation pay :** When the labour contract is cancelled before the employee has had the opportunity of taking his complete vacation, he receives, for the unused vacation time, compensating vacation pay based on the provisions of subsections 1, 2, 3, 4 and 5 of section 8.02 respecting vacation pay.

**9.00. Apprenticeship**

**9.01.** An apprentice must be at least 16 before beginning to learn his trade.

**9.02.** Whenever a new employee who is likely to be governed by this Decree begins work, the employer advises the parity committee in writing within 5 days of the hiring date.

**9.03.** At the expiration of his 4<sup>th</sup> year of apprenticeship, the apprentice may sit for an examination before the Board of Examiners. According to the results, he is either classified as journeyman or continues his apprenticeship. In the latter case, he shall, at the time of entering upon the 6<sup>th</sup> year, 2<sup>nd</sup> six months, sit for an examination before the Board of Examiners. According to the results of such examination, he is either classified as journeyman or remains a 6<sup>th</sup> year, 2<sup>nd</sup> six months apprentice. Such examination can be repeated after every additional apprenticeship period of one year.

**9.04.** The number of hours actually worked 2 000 equals one year's apprenticeship. However, for the purpose of the Decree, each academic year successfully completed and passed in a school recognized by the parity committee teaching the trades requiring apprenticeship and mentioned in subsection 1 of section 2.03, may be accepted as an apprenticeship year.

However, an employee who has completed 2 years' apprenticeship in welding, in pursuance of this section may ask to take his examination before the Board of Examiners. According to results obtained, the apprenticeship is classed as journeyman or continues his normal apprenticeship. Such examination may be repeated every 6 months during apprenticeship.

**9.05.** Apprentices who have attended a school under the Specialized Schools Act (R.S.Q., c. E-10) receive a credit in proportion to the duration of their studies and the result of their examinations.

**9.06.** Apprentices' working hours are the same as journeymen's.

**9.07.** Every apprentice plying or wishing to ply one of the trades hereby covered shall register at the parity committee's offices so as to be issued with an apprenticeship card. No employer within the territorial jurisdiction of this Decree may hire an apprentice who has not complied with the foregoing provision.

**10.00. Number of apprentices**

**10.01.** The number of apprentices is limited in each establishment to a maximum of 20% of the total number of employees hereby governed or fraction thereof.

**10.02.** However, every establishment having 5 employees or less may have 2 apprentices. Every shop having from 6 to 10 employees inclusively may have 3 apprentices.

**10.03.** Apprentices from the date when they enter the 2<sup>nd</sup> 6 months of their 6<sup>th</sup> year to the time when they become journeymen are not included in the *prorata* of apprentices.

**10.04.** Any apprentice who received the journeyman's wage rate does not count in the apprentice proportion.

**10.05.** Every employee working in a metal-works store is paid at the rate mentioned in Division 4.00 for the storeman. However, if he subsequently takes up one of the trades mentioned in section 4.01, one half the time spent in the store will be counted towards his apprenticeship in such trade, with a year's maximum.

Whenever there are 3 or more storemen in a metal-works establishment, those in excess of two storemen are considered as storemen's helpers and paid accordingly.

**11.00. Special provisions**

**11.01.** Notwithstanding the Decree, in establishments where the number of regular hours of work making a standard work is less than that stipulated in Division 3.00 and where the normal wage scale is actually higher than the minimum fixed by the Decree, the said standard work week is maintained and the said higher wage scale continues to apply to every actual employee of such establishment for the entire duration of the Decree.

**11.02.** The period of work for which an employee is entitled to remuneration includes, besides the hours or fraction thereof during which he actually works, those during which he is at the disposal of the employer and required to be present and the time he has to wait to be put to work after a call. This clause applies whether the work is paid by the hour or on another basis. However, the time given the employee for his meals or that during which it is well understood that his services are not required are not computed as hours of work.

**11.03.** If a piece-work or job-work or other system is established, the workers shall not receive less than the rated of this Decree.

## **12.00. Term of the Decree**

**12.01.** The Decree remains into force until 31 May 1983. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during April of 1983 or of any subsequent year.

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O.C. 973-48, (1948) 80 O.G., 1956  
 O.C. 1390(C)-48, (1948) 80 O.G., 2773  
 O.C. 883(A)-49, (1949) 81 O.G., 1966  
 O.C. 1197(B)-49, (1949) 81 O.G., 2535  
 O.C. 1094(A)-50, (1950) 82 O.G., 2609  
 O.C. 92(D)-51, (1951) 83 O.G., 495  
 O.C. 894(D)-51, (1951) 83 O.G., 2317  
 O.C. 139(B)-52, (1952) 84 O.G., 613  
 O.C. 503(B)-52, (1952) 84 O.G., 1311  
 O.C. 448(A)-53, (1953) 85 O.G., 1466  
 O.C. 860(B)-53, (1953) 85 O.G., 2414  
 O.C. 1157(D)-53, (1953) 85 O.G., 3221  
 O.C. 775(C)-54, (1954) 86 O.G., 2432  
 O.C. 1151(F)-54, (1954) 86 O.G., 3492  
 O.C. 280(B)-55, (1955) 87 O.G., 1017  
 O.C. 65(G)-56, (1956) 88 O.G., 467  
 O.C. 1081(J)-56, (1956) 88 O.G., 3469  
 O.C. 769(I)-57, (1957) 89 O.G., 2859  
 O.C. 194(B)-58, (1958) 90 O.G., 1073  
 O.C. 727(C)-59, (1959) 91 O.G., 3161  
 O.C. 614(A)-61, (1961) 93 O.G., 1211  
 O.C. 1833(D)-61, (1961) 93 O.G., 3978  
 O.C. 95(A)-63, (1963) 95 O.G., 649 and (1960) 97 O.G., 2359  
 O.C. 219(B)-66, (1966) 98 O.G., 1150 and (1967) 99 O.G., 1787  
 O.C. 358(C)-66, (1966) 98 O.G., 1587  
 O.C. 1093-66, (1966) 98 O.G., 3857  
 O.C. 423-68, (1968) 100 O.G., 1683  
 O.C. 1027-69, (1969) 101 O.G., 2355  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 3547-72, (1972) 104 O.G., 11074  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 326-73, (1973) 105 O.G.II, 244  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 2153-75, (1975) 107 O.G.II, 2315  
 O.C. 859-78, (1978) 110 G.O., 1265  
 O.C. 1960-78, (1978) 110 G.O., 2585  
 O.C. 3102-78, (1978) 110 G.O., 4211  
 O.C. 148-79, (1979) 111 G.O., 583, 585  
 O.C. 1665-79, (1979) 111 G.O., 4033  
 O.C. 3937-80, (1981) 113 G.O.II, 31



c. D-2, r.37

## Decree respecting the furniture industry

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2)

WHEREAS the contracting parties hereafter mentioned have agreed to accept and submit, as a petition for legal extension, under the Act respecting collective agreement decrees (R.S.Q., c. D-2), the clauses of the collective labour agreement recommended by the court of arbitration instituted to settle the dispute which had arisen between them and whose unanimous award was rendered on 7 March 1952 :

on the one part :

The Quebec Furniture Manufacturers Association Inc. ;

and, on the other part :

The Upholsterers' International Union of North America (CLC) ;

*La Centrale des Syndicats démocratiques (CSD), Secteur Bâtiment et bois ;*

*La Fédération Nationale des Syndicats du Bâtiment et du Bois Inc. (CSN) ;*

for the purpose of rendering the said agreement obligatory for the employers and the employees of the industry, occupations and trades concerned, according to the conditions described in the *Québec Official Gazette* of 15 March 1952 ;

WHEREAS the said agreement has required a preponderant significance and importance for the establishing of working conditions in the industry, occupations and trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted in pursuance to the Act respecting collective agreement decrees with however, the following new provisions to be substituted for the con-

ditions described in the *Québec Official Gazette* of 15 March 1952.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "boiler fireman" : any employee whose sole occupation is to fire, tend or maintain a boiler ;

(b) "stationary-engineman" : any employee who directs or supervises the operation of a stationary engine or sees to its maintenance and inspection ;

(c) "watchman" : any employee whose sole occupation is to watch an establishment ;

(d) "foreman" : any person whose occupation consists in supervising or directing one or several employees and who does not usually do production work.

### 2.00. Territorial jurisdiction

2.01. The territorial jurisdiction of this Decree comprises the entire territory of Québec.

### 3.00. Industrial jurisdiction

3.01. The industrial jurisdiction of this Decree includes the manufacture, repair and assembly of :

(a) household furniture ;

(b) commercial furniture not permanently affixed ;

(c) any parts, either accessory or component of a whole part, either finished or unfinished product and any material whatsoever, for purposes of sales or service.

3.02. Without limiting in any way the generality of the foregoing, the jurisdiction includes more particularly :

(a) any dining room furniture, including silverware cabinets, corner cupboards, chairs, tables, extension tables, serving tables, tea wagons ;

(b) any bedroom furniture, including beds, folding beds, children's beds, dressers, ladies' dressing-tables, chiffoniers, chests of drawers, chests, costumiers, toilet sets, night tables, chairs, closers ;

(c) any kitchen and breakfast room furniture, including buffets, cabinets, bases, tables, chairs, cupboards, stools, high stools, footstools, step-ladders ;

(d) any household furniture not enumerated in paragraphs a, b and c, including benches, bookcases and shelves, chairs, desks and writing tables, novelty and gift furniture, ferneries, magazine racks, pedestals, book stands, flower stands, umbrella stands, smokers' sets and tables of all descriptions, cellarets, liquor cabinets or counters, sewing cabinets, sewing machine cabinets, smokers' cabinets, wall cabinets, corner cabinets, radio cabinets, television cabinets, music cabinets, record player cabinets, pianos, house organs and harmoniums ;

(e) any office furniture, including cabinets, cupboards, chairs, desks, tables, coat and hatstands, waste paper baskets, trays, bookcases, shelving ;

(f) any school furniture, including desks, chairs, folding chairs, tables, bookcases, stands, shelves, laboratory, home economics and manual training furniture ;

(g) any lawn, porch, park and summer furniture, including chairs, tables, benches ;

(h) any miscellaneous furniture, including juvenile furniture, tables, chairs and play pens, clothes hampers, cupboards, medicine chests, bookcases and shelves, cedar chests, chesterfield frames, studio sets and all other upholstered articles ;

(i) any furniture for churches, hospital centres, hotels, public halls, clubs, restaurants, taverns, houses and stores, including any article enumerated in the preceding paragraphs.

**3.03. Exclusions :** Are excluded from the jurisdiction of this Decree :

(a) the repair of furniture performed by retailers for their commerce ;

(b) furniture intended to be incorporated into any stationary or mobile building and to be permanently affixed ;

(c) any assembly, manufacture or repair subject to another decree.

#### **4.00. Wage rates**

**4.01.** Any employee governed by this Decree is entitled to receive a basic wage according to the hourly rate agreed upon from time between himself and his employer, provided that this hourly rate conforms to section 4.02.

In addition, the employer pays to all his employees, for each report period to the parity committee and according to the regulations of the committee, an average wage as follows :

(1) **Plant average wage rate :** The plant average wage rate for each report period to the parity committee is at least 4 \$ per hour.

(2) In order to establish the plant average wage, the employer multiplies his employees' basic hourly wage rate by the number of hours actually worked during the said period, with the exception of wages paid to foremen.

The employer then adds the total obtained for each employee and divides the result by the total number of hours worked by all the employees during the period.

For the above calculation, account is taken of all employees working for the same employer including boiler firemen, stationary enginemen, watchmen, persons working principally at shipping, transporting, maintenance or repair machines and property, excepting employees who have less than 3 months of service.

However, the employer mentions the employees who have less than 3 months of service in the periodical reports sent to the parity committee ;

(3) The calculation for determining the plant average wage includes only the basic wage and does not include any premium or increase provided in this Decree.

Furthermore, this calculation does not take into account the wages of owners of enterprises subject to this Decree's provisions and in the case of a limited company, the wages of the members of the board of directors and of the company office staff.

**4.02. Minimum wage rates :** Any employee receives at least the minimum wage rate established for an employee 18 years old and over in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

After 3 months of service with the employer, this minimum wage is increased by at least 0,20 \$ per hour.

**4.03.** Employers who have 4 employees or less pay the minimum rates, but they are not compelled to respect the average wage determined in section 4.01.

**4.04.** The wage increases every employer must grant to equal the plant average wage rate are equally uniformly distributed among all the employees.

**4.05.** If the Parity Committee of the Furniture Industry of Québec claims wages because the minimum average wage was not observed, it distributes the collected amounts among all the employees mentioned in the reports filed for the said period proportionately to the hours the said employees shall have worked during such period.

**5.00. Special provision respecting wages**

**5.01.** Notwithstanding any other provision of this Decree, the employer pays an employee at least the weekly minimum remuneration which he would receive according to the Regulation respecting labour standards or any other further regulation which could amend or replace it.

**6.00. Hours of work and overtime**

**6.01. Standard workweek :**

(1) The standard workweek is as follows :

(a) **first 12 months :** 44 hours per week and shall not exceed 9 hours per day from Monday to Thursday and 8 hours on Friday ;

(b) **from the 13<sup>th</sup> to the 18<sup>th</sup> month inclusively :** 43 hours per week and shall not exceed 9 hours per day from Monday to Thursday and 8 hours on Friday ;

(c) **thereafter :** 42 hours per week and shall not exceed 8½ hours per day from Monday to Thursday and 8 hours on Friday.

(2) However, after agreement between the employer and his employees and after notifying the committee, the standard workday may differ on condition that the standard workweek is respected.

**6.02. Overtime premiums :** Any work performed outside regular hours mentioned in section 6.01, before 7 h or after 18 h from Monday to Friday inclusively is remunerated at time and one half, except in cases where an employer and his employees have agreed, pursuant to subsection 2 of section 6.01, when overtime premium applies only on hours exceeding the standard workweek.

**6.03. Additional shifts :** However, the employer may set an additional shift system whose standard workweek does not exceed that of the regular day shift, as provided in section 6.01, for the period concerned, over and above which overtime rates apply.

In addition, all work performed by the additional shifts entails a 0,20 \$ per hour shift differential, except for watchmen, boiler firemen and stationary enginemen.

**6.04.** The employer may employ a regular night shift except on Saturday night and Sunday. Employees on this additional shift receive a 0,20 \$ an hour shift differential. Time and a half is paid for all work performed outside the established schedule and over and above the standard working hours for the period concerned, as prescribed in section 6.01, except for watchmen, boiler firemen and stationary enginemen.

**6.05.** The standard workweek for shippers and maintenance men does not exceed the number of hours prescribed for the period, under section 6.01.

However, there is no restriction as to their starting and finishing time, although any work performed outside the standard schedule and over and above the standard workweek prescribed under section 6.01 for the period concerned is remunerated at time and one half, except when an employer operates on the basis of a modified workday as provided for in subsection 2 of section 6.01.

**6.06.** Standard working hours for watchmen, boiler firemen, stationary enginemen, truck drivers and helpers, and fork-lift operators and their helpers are as follows :

(a) **first 12 months :** 48 hours per week without any other restriction ;

(b) **from the 13<sup>th</sup> to the 18<sup>th</sup> month inclusively :** 47 hours per week without any other restriction ;

(c) **thereafter :** 46 hours per week without any other restriction.

Time and a half is paid for all work performed over and above the standard workweek prescribed for the period concerned.

Watchmen, truck drivers and helpers and fork-lift operators and their helpers may do cleaning and sweeping. However, should they perform any other productive work, they are paid overtime rates for all work carried out over and above 44 hours a week.

**6.07. Rest period :** Each employee shall be entitled to a 10-minute rest period for each half day's work.



## **7.00. General holidays**

**7.01.** (1) Double time is paid for any time worked on Sunday, New Year's Day, 2 January, Good Friday, St. John the Baptist's Day, 1 July, Labour Day, Christmas Day, 24 December, 26 December and 31 December.

(2) Upon agreement between the employer and the employees and after advance written notice of at least one week has been sent to the parity committee, it is permissible for the employer :

(a) to have his employees perform work at the regular wage rate on a holiday mentioned in this Decree, provided that the employees receive a compensating holiday on a working day during the week following the paid holiday ;

(b) to have his employees perform work at the regular wage rate after the standard workday, i.e., on a Saturday during a number of hours equivalent to a standard day's work, provided that within 30 days, the employer grants his employees a paid holiday on a standard workday.

(3) This Division does not apply to boiler firemen, stationary enginemen and watchmen.

**7.02. Paid general holidays :** The following days are paid general holidays : 1 and 2 January, Good Friday, St. John the Baptist's Day, 1 July, Labour Day, 24, 25, 26 and 31 December.

The holiday pay given to each employee for each general holiday with pay mentioned in the first paragraph shall be equivalent to the salary that an employee would be entitled to for a standard workday at straight time for the plant or workshop concerned.

To be entitled to such general holidays with pay, the employee shall work at least 7 hours on the working day immediately before the general holiday and at least 7 hours on the working day immediately after the said general holiday. However, the employee who is absent from work on the working day immediately before or immediately after any general holiday with pay, is entitled to holiday pay for such general holiday, if his absence is due to :

(a) leave of absence authorized previously by the employer or the Decree ;

(b) temporary lay-off or separation of the employee, temporary or permanent closing down of the plant or workshop within 10 working days of the date of the general holiday or 10 days after the said general holiday ;

(c) sickness, provided the employee has notified his employer before such general holiday or the day immediately following it, as the case may be, provided also that, upon his return to work, he justifies his sickness by means

of a medical certificate if the employer so requires, and, provided that the absence is not longer than 10 consecutive working days before the general holiday.

Whenever 2 or more general holidays with pay follow each other consecutively, an employee shall never lose more than one paid holiday per day of absence preceding or following the date on which such holidays occur.

**7.03.** However, sections 7.01 and 7.02 do not apply in any case where the parties have already agreed, in a private collective agreement, to equally or more advantageous conditions than those stipulated in the said sections.

**7.04.** Upon agreement between the employer and his employees, and provided the parity committee has been previously notified, it is permissible to abstain from work on any general holiday not mentioned in sections 7.01 and 7.02 and to recover, at straight time and over a period of one or more days mutually agreed upon, the working hours thus lost.

**7.05.** No new employee shall be entitled to any of the general holidays with pay mentioned in section 7.02, unless he has been in the employ of the employer concerned throughout a complete 30-day period.

**7.06.** Shifts whose working hours are those mentioned in sections 6.03 and 6.04 may finish the work period already begun and which goes beyond 0 h on a general holiday mentioned in sections 7.01 and 7.02, without being given the overtime rate provided for in section 7.01.

**7.07.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

## **8.00.**

**8.01.** No employer shall punish nor threaten to punish, either directly or indirectly, any employee who is absent from work on a Sunday, a general holiday without pay or a general holiday with pay mentioned in sections 7.01 and 7.02.

## **9.00.**

**9.01.** Students who have followed courses in specialized training schools receive apprenticeship credits proportionate to the length of such studies and to the results they obtained.

## **10.00. Attendance pay**

**10.01.** Any employee who reports in for work at the scheduled starting time, and who has not been previously notified not to do so, receives a minimum remuneration equivalent to 3 hours' work. This section is applicable only if the employee has worked the previous standard working day. This section does not apply in the case of suspension of operations in a plant or in any department due to circumstances beyond control.

**10.02.** Any employee requested by the employer to report for work receives a minimum amount equal to 3 hours' pay.

## **11.00. Payment of salary**

**11.01.** When paid in cash, the salary is remitted to the employee in a sealed envelope.

**11.02. Earnings statement :** With his pay, each employee receives an earnings statement listing the following particulars :

- (a) employer's name ;
- (b) employee's name in full ;
- (c) employee's number ;
- (d) employee's occupation ;
- (e) date of payment and work periods corresponding thereto ;
- (f) number of regular hours worked ;
- (g) number of overtime hours worked ;
- (h) hourly wage rate ;
- (i) gross amount of wages ;
- (j) type and amount of deductions made ;
- (k) net amount of wages (take-home pay).

## **12.00. Annual vacation with pay**

**12.01. Vacation period and vacation paid :** Every employee governed by this Decree is entitled to a vacation with pay in conformity with the following provisions :

(a) **less than one year of service :** a continuous annual vacation with pay consisting of at least as many days' vacation as the number of months of continuous service with the employer. However, the total duration of such vacation shall not exceed 2 weeks.

Vacation pay is equivalent to 4% of his total earnings during the qualifying period ;

(b) **1 to 5 years of service :** a continuous annual vacation with pay of not less than 2 weeks duration.

Vacation pay is equivalent to 4% of his total earnings during the qualifying period ;

(c) **5 to 10 years of service :** a continuous annual vacation with pay of not less than 2 weeks duration.

Vacation pay is equivalent to 5% of his total earnings during the qualifying period ;

(d) **10 years or more of service :** a continuous annual vacation with pay of not less than 2 weeks' duration.

Vacation pay is equivalent to 6% of his total earnings during the qualifying period.

**12.02. Qualifying period :** The continuous service period with an employer during which time an employee progressively becomes entitled to a complete vacation extends from 1 May of the preceding year to 30 April of the current year.

**12.03. Continuous service :** The period during which an employee is bound to his employer by a work contract, even though the carrying out of the contract has been interrupted without cancellation thereof. The following cannot be considered as interrupting the duration of continuous service : days of illness, if the contract has not been cancelled ; days of closing, annual vacation periods, terms of notice, authorized absences, provided the employee has not held any other gainful employment during such time.

The calendar months during which an employee has not actually worked though the work contract has not been cancelled shall not count towards the duration of continuous service.

**12.04. Additional benefits :** During the employee's annual vacation, the employer must continue to provide him with benefits in kind or otherwise to which he is entitled.

**12.05. Vacation pay due date :** The vacation pay to which an employee is entitled is given him before he leaves on vacation.

**12.06. Vacation period :** Each vacation is granted within the 12 months following the date when entitlement to such vacation is acquired, i.e. 1 May of each year.

**12.07. Timing of vacation period :** The employee is entitled to be advised of his vacation period at least 15 days beforehand.

**12.08. Compensation for annual vacation :** Should the work contract be cancelled before the employee has been able to take the full vacation period to which he is entitled, he receives a compensating indemnity for the outstanding vacation period in accordance with the section 12.01 dealing with vacation period and vacation pay.

**12.09. Compulsory vacation :** No employer is allowed to substitute a vacation pay compensation for the 2 weeks' vacation stipulated in this Decree.

### **13.00. Term of the Decree**

**13.01.** This Decree remains in force until 31 January 1982.

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O.C. 505-52, (1952) 84 O.G., 1286 and 1529  
 O.C. 1293(A)-52, (1952) 84 O.G., 3119  
 O.C. 195-55, (1955) 87 O.G., 856 and (1956) 88 O.G., 1762  
 O.C. 491(G)-56, (1956) 88 O.G., 1663  
 O.C. 1117(C)-56, (1956) 88 O.G., 3676 and 3807  
 O.C. 194(A)-58, (1958) 90 O.G., 1071  
 O.C. 1127(C)-58, (1958) 90 O.G., 3970  
 O.C. 142(B)-60, (1960) 92 O.G., 802  
 O.C. 2337(C)-60, (1960) 92 O.G., 5273  
 O.C. 958(C)-62, (1962) 94 O.G., 3313  
 O.C. 1676(A)-62, (1962) 94 O.G., 5137  
 O.C. 300(C)-63, (1963) 95 O.G., 1227  
 O.C. 1655(C)-63, (1963) 95 O.G., 4770  
 O.C. 2261(A)-64, (1964) 96 O.G., 6315  
 O.C. 1588(B)-65, (1965) 97 O.G., 4474  
 O.C. 2217(A)-65, (1965) 97 O.G., 6061  
 O.C. 572(A)-66, (1966) 98 O.G., 2099  
 O.C. 3139-67, (1967) 99 O.G., 6933  
 O.C. 805-68, (1968) 100 O.G., 2285  
 O.C. 794-70, (1970) 102 O.G., 1813  
 O.C. 3702-70, (1970) 102 O.G., 5882  
 O.C. 1572-71, (1971) 103 O.G., 3694  
 O.C. 169-73, (1973) 105 O.G.II, 128  
 O.C. 218-73, (1973) 105 O.G.II, 224  
 O.C. 570-73, (1973) 105 O.G.II, 425  
 O.C. 4253-73, (1973) 105 O.G.II, 6511  
 O.C. 4655-73, (1973) 105 O.G.II, 6973  
 O.C. 4542-74, (1974) 106 O.G.II, 5287 and (1975) 107 O.G.II, 133  
 O.C. 242-76, (1976) 108 O.G.II, 1419  
 O.C. 2845-77, (1977) 109 O.G.II, 5073  
 O.C. 3645-77, (1977) 109 O.G.II, 5835  
 O.C. 1665-79, (1979) 111 G.O., 4033  
 O.C. 3288-80, (1980) 112 G.O.II, 4369  
 O.C. 1093-81, (1981) 113 G.O.II, 1471  
 O.C. 2105-81, (1981) 113 G.O.II, 2559 and 2818



c. D-2, r.38

## Decree respecting musicians in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2) the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

Krycon Ltd. ;

The Cock'N Bull Pub Ltd. ;

*L'Association des Restaurants du Québec ;*

*l'Association des Hôtels du Grand Montréal ;*

*L'Association des Producteurs de spectacles du Québec ;*

and, on the other part :

The Musicians' Guild of Montréal ;

for the employers, employees and self-employed artists in the occupations and professions concerned according to the conditions described in the *Québec Official Gazette* of 26 June 1974 ;

WHEREAS the said agreement has acquitted an overriding meaning and importance for the establishment of working conditions in the occupations and professions concerned and in the territorial jurisdiction defined in the said petition ;

WHEREAS the objections set forth have been duly considered, pursuant to the Act ;

WHEREAS the time limits imposed by the Act have been duly followed concerning the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act respecting collective agreement decrees.

## PART I

### GENERAL PROVISIONS APPLICABLE TO THE ENTIRE DECREE

#### 1.00. Interpretation

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

(a) "orchestra librarian" : employee responsible for the keeping of music sheets ;

(b) "contractor" : employee who performs, on behalf of the orchestra leader, the administrative duties for an engagement ;

(c) "special engagement" : the engagement of musicians for fashion shows, dances, banquets, receptions, dinners or other special events and national anthem performances ;

(d) "engagement for sporting events" : the engagement of one musician to entertain at sporting events ;

(e) "engagement for exhibition" : concert given with the purpose of acquainting the public with music and various musical instruments ;

(f) "theatrical engagement" : the engagement of one musician for a show or a concert, different from any other engagement mentioned in this section ;

(g) "classical music engagement" : symphony concerts, operas, ballets or oratorios ;

(h) "chamber music engagement" : musical concerts written for less than 25 musicians ;

(i) "popular music engagement" : the engagement of one musician in cases other than those provided for in paragraph c, to perform in cabarets, night clubs, restaurants, *brasseries*, bars, hotels, motels or in any other similar establishments ;

(j) "musician" : an instrumentalist, an orchestra librarian, an arranger, an orchestra leader or a contractor ;

(k) "soloist recital" : concert given by an instrumentalist alone or with an accompanist.

**2.00. Jurisdiction**

**2.01. Professional jurisdiction :** The Decree applies to all musicians.

**2.02. Territorial jurisdiction :** The Decree applies to the island of Montréal and to any municipality situated in whole or in part, less than 30 kilometres from its limits.

**3.00. General holiday**

**3.01.** St. John the Baptist's Day is a general holiday with pay under the National Holiday Act (R.S.Q., c. F-1.1).

**4.00. Holiday pay**

**4.01.** The qualifying period comprises the period from 1 May of the preceding year to 30 April of the current year.

**4.02.** On 1 June at the latest, the employer of an employee hired on an annual basis pays this employee holiday pay equal to 4% of the employee's earnings during the qualifying period. When the employee leaves, the employer pays him the holiday pay for the period elapsed since the preceding 30 April.

**4.03.** Within 10 days following the end of his engagement, the employer who is not subject to section 4.02, gives his employee holiday pay equal to 4% of the employee's remuneration for that complete duration of the engagement.

**5.00. Term of the Decree**

**5.01.** The Decree remains in force until 30 April 1980. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during March of 1980 or of any subsequent year.

**PART II**  
**PROVISIONS APPLICABLE TO ENGAGEMENTS**  
**FOR POPULAR MUSIC**

**6.00. Hours of work**

**6.01.** The duration of the regular workday is 5 hours.

**6.02.** The duration of the regular workweek shall not exceed 30 hours and shall not be scheduled over more than 6 days.

**7.00. Overtime hours**

**7.01.** Hours worked over and above the regular day or scheduled over the seventh day are overtime hours.

**7.02.** For each ½ hour of overtime or part of ½ hour of overtime, the musician receives 1/40 of his weekly fee.

**8.00. Fees**

**8.01.** For each regular workweek, the musician receives the following minimum fee :

- (a) orchestra leader or soloist . . . . . 293 \$
- (b) other musician . . . . . 195 .

**8.02.** When the regular workweek is scheduled over less than 6 days, the weekly rate is adjusted in relation to the number of days worked. In such a case, the weekly remuneration for the orchestra leader and the soloist is increased by 11,25 \$ and by 7,50 \$ for any other musician.

**8.03.** When an employer engages more than one musician, one of them received the fee for orchestra leader.

**PART III**  
**PROVISIONS APPLICABLE TO SPECIAL**  
**ENGAGEMENTS**

**9.00. Overtime hours**

**9.01.** Hours performed in excess of the duration or over and above the schedule of working hours provided for in the engagement contract are overtime hours.

**9.02.** For each ½ hour of overtime and part of each ½ hour of overtime the musician receives half of his hourly fee.

**10.00. Minimum remuneration**

**10.01.** Except for the strolling musician, the employee whose regular hours of work end before 20 h receives a remuneration not lower than 3 times his hourly fee for each engagement.

**10.02.** Except for the strolling musician, the employee whose regular hours of work end after 20 h receives a remuneration not lower than 4 times his hourly fee for each engagement.

**10.03.** The strolling musician receives a remuneration not lower than 3 times his hourly fee for each engagement.

**10.04.** The musician receives a remuneration not lower than twice his hourly fee for each rehearsal.

### **11.00. Supplements**

**11.01.** When the musician acts as accompanist for a show, he receives, in addition to the fee, a supplement of 8,50 \$ for each performance.

**11.02.** When a musician transports a musical instrument the size of a double bass, tuba, baritone saxophone, bass saxophone or any other percussion instrument and instruments with electronic amplifier, he receives a supplement of 10 \$ for each engagement.

**11.03.** When the musician strolls at the employer's request, and not mentioned in his contract, he receives in addition to his fee a supplement of 8,50 \$ for each performance.

### **12.00. Special fees**

**12.01. Holidays :** When a musician performs on New Year's Day, Good Friday, Labour Day, 24 December, Christmas Day and 31 December, he receives double his fees.

**12.02. National anthems :** When a musician is engaged only for national anthems, he receives 68 \$ for each performance.

### **13.00. Fees**

**13.01.** The minimum hourly fees for employees are as follows :

	<i>Shows</i>	<i>Rehearsals</i>
(a) musicians performing within a group :		
i. orchestra leader . . . . .	34 \$	24 \$
ii. other musician . . . . .	17	12
(b) musician performing alone . . . . .	44	

(c) strolling musician performing within a group :

i. orchestra leader . . . . .	44	24
ii. other musician . . . . .	22	12.

## **PART IV PROVISIONS APPLICABLE TO ENGAGEMENTS OTHER THAN SPECIAL ENGAGEMENTS AND ENGAGEMENTS FOR POPULAR MUSIC**

### **14.00. Hours of work**

**14.01.** The regular duration of an engagement is 3 hours ending before 0 h.

### **15.00. Overtime hours**

#### **15.01. Engagements :**

(1) Hours performed during an engagement after the third hour or after 0 h are overtime hours.

(2) For each ½ hour of overtime and part of each ½ hour of overtime, the musician receives ¼ of the fee provided for an engagement.

#### **15.02. Rehearsals**

(1) Hours performed in excess of the duration or over and above the schedule of working hours provided for in the engagement contract are overtime hours.

(2) For each ½ hour of overtime and part of each ½ hour of overtime, the musician receives ¾ of the fee provided for a rehearsal.

(3) For each ½ hour of overtime and part of each ½ hour of overtime or rehearsal performed after 0 h, the pianist receives the fee provided for a rehearsal and any other musician receives ¾ of this fee.

### **16.00. Minimum remuneration**

**16.01.** The musician receives a remuneration not lower than twice his fee for each rehearsal.

### **17.00. Supplements**

#### **17.01. Plurality :**

(1) When a musician performs both the functions of instrumentalist and librarian, he receives his fee increased by 25%.

(2) When a musician performs both the functions of rehearsal pianist and orchestra leader, he receives twice the fee for the rehearsal pianist.

(3) When a musician is engaged to play 2 instruments, he receives time and a half his fee.

(4) When a musician is engaged to play more than 2 instruments, he receives his fee increased by 50% for the first 2 instruments plus 1/4 of his fee for each additional instrument.

(5) When the musician plays the piano and the celesta or 2 instruments among the following : alto saxophone, tenor saxophone, B-flat or A clarinet, subsections 3 and 4 do not apply.

(6) In the case of percussion instruments :

(a) subsections 3 and 4 apply only if the instruments played belong to more than one of the following groups : timpani group, chromatic instruments group and non-chromatic instruments group ;

(b) subsections 3 and 4 do not apply when 3 musicians or more are engaged in the orchestra.

### 18.00. Fees

**18.01.** Employees receives not less than the following fee :

	<i>Engage- ment</i>	<i>Rehearsal</i>
(1) Classical engagements :		
(a) orchestra leader . . . . .	200,00 \$	50,00 \$
(b) solo violin : first show . . . . .	155,00	38,50
(c) solo violin : subsequent shows . . . . .	108,00	38,50
(d) principal . . . . .	72,00	14,50
(e) rehearsal pianist . . . . .		20,00
(f) other musician . . . . .	58,00	12,50
(2) Chamber music engagements for an orchestra of 1 to 9 musicians, without an orchestra leader :		
musician . . . . .	170,00	
(3) Chamber music engagements for an orchestra of 9 to 24 musicians, with an orchestra leader :		

(a) orchestra leader . . . . .	230,00 \$	50,00 \$
(b) solo violin . . . . .	175,00	38,50
(c) principal . . . . .	87,50	17,50
(d) other musician . . . . .	72,50	14,00
(4) Exhibition concert engagement :		
(a) accompanist . . . . .	48,50	
(b) other musician . . . . .	79,00	
(5) Soloist recital :		
(a) soloist . . . . .	278,00	
(b) accompanist . . . . .	140,00	
(6) Engagement for a sporting event :		
(a) musician . . . . .	72,00	
(7) Theater engagement when performed in a school :		
(a) leader with at least 9 musicians . . . . .	142,50	11,50
(b) leader with less than 9 musicians . . . . .	95,00	11,50
(c) solo violin . . . . .	71,25	11,50
(d) other musician . . . . .	47,50	11,50
(8) Theater engagement :		
(a) leader with at least 9 musicians . . . . .	174,00	11,50
(b) leader with less than 9 musicians . . . . .	116,00	11,50
(c) solo violin . . . . .	87,00	11,50
(d) other musician . . . . .	58,00	11,50
(9) Theater engagement performed in an establishment where variety shows are produced on a regular basis :		

(a) leader with at least 9 musicians . . . . .	126,00 \$	11,50 \$
(b) leader with less than 9 musicians . . . . .	84,00	11,50
(c) solo violin . . . . .	63,00	11,50
(d) other musician . . . . .	42,00	11,50.

O.C. 1854-75, (1975) 107 O.G.II, 1097 and 3601  
 O.C. 4293-76, (1977) 109 G.O.II, 61  
 O.C. 1658-78, (1978) 110 O.G., 1831  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1677-79, (1979) 111 G.O., 4047





c. D-2, r.39

## Decree respecting building service employees in the Montréal region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into :

on the one part :

*L'Association des entrepreneurs en services d'édifices ;*

and, on the other part :

The Service Employees' Union ;

for the employers, artisans and employees of the trades and occupations concerned according to the conditions set forth in the *Québec Official Gazette* of 11 December 1974 ;

WHEREAS the said agreement has acquired preponderant significance and importance for the establishment of working conditions in the trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the objections brought forward have been duly considered in conformity with the Act ;

WHEREAS the provisions of the Act concerning the publication of notices have been duly respected ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in conformity with the Act respecting collective agreement decrees.

### 1.00. Definitions

1.01. In this Decree, the following words and expressions mean :

(a) "public building" : a school, college, university, and any other teaching institution specialized or not ; a hospital centre, clinic, asylum, convalescent home and any other establishment intended to give the public any kind of health service ; a local community service centre (LCSC), a rehabilitation or reorientation centre, social service centre, rest centre, orphanage, infant asylum, daynursery, kindergarten, fresh-air camp and any other establishment

giving services of a social nature ; a church, chapel, convent, monastery, novitiate, work room, patronage, shelter, rest home, retreat house ; concert hall, movie theater, theater, cabaret, café, club, bar, restaurant, concert-café, music-hall, dining-room, cafeteria, tavern, *brasserie* and any other hall for public entertainment ; a hotel, motel and inn ; a lecture hall, municipal hall and any other hall for public meetings ; an exhibition, fair, charity bazaar ; stands on race-courses or used for public or sporting amusements or others ; an arena and any other building used for sporting events ; a plant, industry, shop, manufacture, warehouse and any other establishment of an industrial nature ; a government building, office, office building, bank, credit union or other financial institution of the same type ; a shop, shopping centre, mall, tunnel and any other similar commercial establishment ; a station, airport, ship berth, railroad terminal or car terminal ; a library, museum, public bath and any other building of the same type or nature ; a house having many apartments or dwellings ; any other place similar to one of the buildings mentioned in this section or used as such ;

(b) "regular employee" : any employee who performed 40 days of work for his employer within the 120 calendar days as of the last date he was hired ;

(c) "part-time employee" : any employee whose regular working hours do not usually exceed 20 hours each week ;

(d) "regular part-time employee" : any regular part-time employee who performed 40 days of work for his employer as of the last date he was hired ;

(e) "maintenance work" : any work connected with washing, cleaning and sweeping, or other work of the same type performed inside or outside of a public building ;

(f) "Class A work" : any heavy maintenance work such as, washing walls, windows, ceilings, light fixtures ; scraping, cleaning or treating floors ; removing waste and dusting areas not accessible from floor level ;

(g) "Class B work" : any light maintenance work such as dusting areas accessible from the floor level ; cleaning ashtrays and wastepaper baskets, washing fixtures, removing marks from walls and floors, cleaning floors with a broom, mop or vacuum cleaner, washing glass partitions and doing light maintenance of washrooms ;

(h) "Class C work" : any washing of windows and exterior surfaces of buildings requiring the employee to work on a scaffold, bosun's chair or to be held by safety belts outside windows ;

(i) "working day" : a day on which an employee is normally asked to work ;

(j) "professional employer" : an employer who usually has his employees do maintenance work for others ;

(k) "employer" : any individual, partnership, firm or corporation that has maintenance work done by an employee.

## **2.00. Jurisdiction**

**2.01. Territorial :** The Decree applies to the administrative region 06 (Montréal) and in the administrative region 04 (Trois-Rivières), to all the territory not governed by the Decree respecting building service employees in the Québec region (c. D-2, r. 40).

The administrative regions are those defined by the *Décret sur la division administrative du Québec* (c. D-11, r.1).

**2.02. Industrial :** The Decree applies to any professional employer, employer, employee and self-employed individual doing building service work.

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

(a) to an employee of the Québec or Canadian Government, or of a municipal corporation ;

(b) to an owner or lessee of a public building who has maintenance work done by his own employee when the latter is governed by a collective agreement that grants him overall working conditions at least as advantageous as those provided for in the Decree.

Section 7.01 does not apply to the employer, bound by a collective agreement within the meaning of the Labour Code (R.S.Q., c. C-27), who grants his employees at least the same number of paid general holidays as those provided for in this section, provided that he submits to the parity committee before 1 May of each year, the list of paid general holidays that he intends to grant, with a copy of his collective agreement.

## **3.00. Working hours**

**3.01.** The standard workweek is 45 hours for employees who perform Class A or C work, and 40 hours for employees performing Class B work.

**3.02.** Any hour worked in excess of the standard workweek at the request of the employer is paid at time and a half.

**3.03.** The beginning of the workweek is determined by the employer who shall give a written notice to the parity committee.

## **4.00. Meal and rest periods**

**4.01.** After he has completed 5 consecutive working hours, the employee is entitled to a meal period without pay ; such period not to exceed one hour.

**4.02.** Whenever work is prolonged beyond the meal hour for 6 additional consecutive hours, the employee is entitled to receive his regular pay rate for the meal hour.

**4.03.** Any employee who works at least 4 hours a day is entitled to a 10-minute rest period with pay, and if he works at least 8 hours he is entitled to two 10-minute rest periods with pay. These periods are granted at fixed times by the employer.

## **5.00. Call-back and call-in**

**5.01.** Any employee called back to work after having left the work premises is paid at time and a half. In all instances, the employee is entitled to at least 3 hours of pay at his regular hourly rate.

**5.02.** Any employee who is called in to work a paid general holiday is entitled to at least 3 hours of pay at his regular hourly rate.

**5.03.** The employee who reports in to work without having been otherwise notified shall receive at least 3 times his regular hourly rate for standard hour.

**6.00. Wage rates**

**6.01.** The employee receives at least the following minimum hourly rates :

		As of 1 June 1981
Class A .....	5,50 \$	5,70 \$
Class B .....	5,10	5,30
Class C .....	6,00	6,20

**6.02. Crew leader :** The employee entrusted with the training of other employees and the supervision of at least 3 of them while performing maintenance work, receives at least the wage provided for in the Decree for his position, increased by 0,25 \$ per hour.

**6.03.** When an employee is required to do work paid at an hourly rate higher than that of his regular classification, such employee is paid at this higher hourly rate for any hours worked.

**6.04.** Notwithstanding any other provision of the Decree, the minimum rate paid to an employee is at least 0,15 \$ higher than the minimum wage to which an employee is entitled according to the Regulation respecting labour standards (c. N-1.1, r. 3) or according to any other further regulation which could amend or replace it.

**7.00. Paid general holidays**

**7.01.** The following days are general holidays with pay : New Year's Day, Canada Day, Labour Day and Christmas Day and 5 of the following holidays at the employer's choice : 2 January, Good Friday, Easter Monday, Dollard Day, Thanksgiving Day, the 24, 26 or 31 December. The employer chooses a tenth general holiday with pay, applicable to the employee who completes one year of continuous service.

**7.02.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**7.03.** The general holiday pay is equal to the amount regularly paid to an employee for a standard day of work.

**7.04.** To be eligible for the holiday pay, the regular employee shall have worked the working day prior to and immediately following the holiday, except in the following cases :

(a) he has previously obtained an authorized leave ;

(b) he is absent under a stipulation mentioned in the Decree ;

(c) he was laid off due to lack of work the last working day prior to the holiday or on the day immediately following the holiday.

**7.05.** Any paid general holiday which falls on a working day may be carried over by previous mutual agreement between the employer and the employee to any other day in the 4-week period preceding or following the said paid general holiday. The employer should notify the parity committee in writing beforehand of any agreement to this effect.

**7.06.** Hours worked on a paid general holiday or the day set aside for such holiday under section 7.05 are paid at time and a half plus the holiday pay if such is the case.

**8.00. Paid vacations**

**8.01.** The qualifying period is the 12-month period beginning 1 May of the previous year and ending 30 April of the current year or the calendar year preceding the year during which the employee takes his vacation, if this is the current practice of his employer or that mentioned in the collective agreement.

**8.02.** Any employee who, at the end of a qualifying period, has less than one year of continuous service with his employer receives a vacation equal to as many days as he has months of service, such vacation not to exceed 2 weeks. The vacation pay is equal to 4% of the employee's total wages earned during the qualifying period.

**8.03.** Any employee who, at the end of a qualifying period, has one year of continuous service receives a 2-week vacation. The vacation pay is equal to 4% of the employee's total wages earned during the qualifying period.

**8.04.** Any employee who, at the end of a qualifying period, has 5 years of continuous service receives a 3-week vacation. The vacation pay is equal to 6% of the employee's total wages earned during the qualifying period.

**8.05.** Any employee who, at the end of a qualifying period, has 20 years of continuous service receives a

4-week vacation. The vacation pay is equal to 8% of the employee's total wages earning during the qualifying period.

**8.06.** The employer gives the employee his vacation pay before he leaves on vacation.

**8.07.** When a holiday falls during the employee's annual vacation, he is entitled to the holiday pay stipulated in Division 7.00 in addition to his vacation pay.

**8.08.** When an employee terminates his employment, he is entitled to any holiday pay due for the last qualifying period if not taken, and also any vacation pay due for the current qualifying period.

**8.09.** The employee is entitled to request his annual vacation between 30 April and 1 September.

**8.10.** The duration of the continuous service, once the probation period has been completed, extends from the last date the employee was hired.

**8.11.** The continuous service period is interrupted when the employee :

- (a) voluntarily quits his employment ;
- (b) is laid off for a valid reason ;
- (c) is laid off due to lack of work for a period exceeding 6 months ;
- (d) is laid off due to lack of work and fails to report in to work within 48 hours following reception of a registered or certified letter from his employer at his last known address.

**8.12.** Upon written agreement with the employer, the employee entitled to more than 2 weeks' vacation may forfeit that part of his vacation that exceeds the 2 weeks, provided that he receive his complete vacation pay before leaving on vacation.

## **9.00. Bereavement leave**

**9.01.** The regular employee or the regular part-time employee who attends the funeral for his father, mother, spouse or child is entitled to a bereavement leave of 3 consecutive days ending on the funeral, day without loss of his regular wages.

**9.02.** The regular employee or the regular part-time employee who attends the funeral of his father-in-law, mother-in-law, a sister or a brother, a grandfather or a grandmother is entitled to bereavement leave on the funeral day without any loss in regular wages.

## **10.00. Payment of wages**

**10.01.** Wages are paid to the employee in cash or by cheque.

**10.02.** The following information appears on the pay slip :

- (a) the employer's name ;
- (b) the employee's full name ;
- (c) the employee's classification ;
- (d) the date of payment and the corresponding pay periods ;
- (e) the number of standard hours ;
- (f) the number of overtime hours ;
- (g) paid holidays and vacations ;
- (h) the hourly wage rate ;
- (i) the gross wage ;
- (j) the nature and amount of deductions made ;
- (k) the net wage paid to the employee.

## **11.00. Uniforms**

**11.01.** When an employer requires an employee to wear a uniform, this garment is supplied by the employer. The employer does not replace a uniform unless the employee gives back the uniform already supplied, otherwise the replacement is paid by the employee.

**11.02.** When an employee quits his employment he may either return the uniform that was supplied, or buy it at half price if he has 6 months of continuous service.

**11.03.** The cleaning and repair of uniforms is at the employee's expense.

## **12.00. Sick leave**

**12.01.** The regular employee or the regular part-time employee cumulates a 1/2 day of paid sick leave on the last day of calendar month.

**12.02.** Sick-leave is cumulative from year to year. On 31 October of each year, the employer establishes the number of half-days of sick-leave to the credit of each employee. Each 31 October, the employee who has a sick-leave credit exceeding 15 days may request that the employer pay him any extra days at his current rate, by 10 December of each year at the latest.

No later than 30 November of each year, the employer informs the employee, and sends a copy to the parity committee, of the number of half-days of sick-leave the employee has to his credit.

**12.03.** Sick leave with pay does not apply to the first day of absence due to illness, except if such absence lasts at least 5 days.

**12.04.** In order to be entitled to sick leave, the employee must inform his employer on the first day he is absent unless he is the victim of circumstances beyond his control.

**12.05.** In the case of the regular employee or the regular part-time employee whose regular working hours are inferior to those mentioned in section 3.01, this Division applies on the basis of a ratio of scheduled hours.

### **13.00. Term**

**13.01.** This Decree remains in force until 31 July 1981. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any contracting party during June of 1981 or of any subsequent year.

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O.C. 4400-75, (1975) 107 O.G. II, 5405  
 O.C. 2733-76, (1976) 108 O.G. II, 5081  
 O.C. 3643-77, (1977) 109 O.G. II, 5833  
 O.C. 2554-78, (1978) 110 G.O., 3253  
 O.C. 1676-79, (1979) 111 G.O., 4045  
 O.C. 2986-79, (1979) 111 G.O., 6495  
 O.C. 1330-81, (1981) 113 G.O. II, 1521



c. D-2, r.40

## Decree respecting building service employees in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties listed below have petitioned the Minister of Labour, Manpower and Income Security to make binding the collective labour agreement entered into between :

on the one part :

*La Corporation des entrepreneurs en entretien ménager de Québec ;*

and, on the other part :

The Service Employees' Union, local 298 (CLC)(QFL) ;  
for the employers and employees of the occupations concerned, according to the conditions set forth in the *Québec Official Gazette* of 28 September 1968 ;

WHEREAS the said agreement has gained preponderant significance and importance for establishing employment conditions for the occupations concerned and in the territorial jurisdiction outlined in the petition ;

WHEREAS the Act dealing with the publication of notices has been duly observed ;

WHEREAS in compliance with the Act, the objections brought forth have been duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT petition be accepted in pursuance of the Act respecting collective agreement decrees, with however, the following new provisions replacing those set forth in the *Québec Official Gazette* of 28 September 1968.

### 1.00. Definitions

1.01. In the Decree, unless the context requires otherwise, the following expressions mean :

(a) "crew leader" : the employee who, in addition to doing building service work, sees to the training and supervision of at least 3 employees ;

(b) "spouse" : a man and a woman :

i. who are married and live together ; or

ii. who live together as husband and wife and who :

(A) have lived together for 3 years or for 1 year if they have a child together ; and

(B) are publicly presented as husband and wife ;

(c) "public buildings" : asylums, public baths, libraries, offices, cabarets, café-concert halls, municipal centres, chapels, movie houses, clinics, clubs, colleges, vacation camps, convents, day-nurseries, schools, office buildings, churches, fairs, daycare centres, train and bus terminals, stands on racetracks or other areas used for public amusements, hospital centres, hotels, kindergartens, arenas for sports events, exhibitions or charity fairs, stores, malls, apartment or rooming houses, convalescent, rest or retreat houses, monasteries, motels, music halls, museums, novitiates, orphanages, workrooms, church clubs, shelters, conference halls, public entertainment halls, public meeting halls, municipal rooms, stations, theaters, tunnels and any other place used as public buildings ;

(d) "probationary employee" : the employee who has not completed 40 days of service with his employer within the 180 calendar days that have elapsed since his last hiring date ;

(e) "part-time employee" : the employee who usually works less than the number of regular hours included in the standard workweek ;

(f) "full-time employee" : the employee who usually works the number of regular hours included in the standard workweek ;

(g) "habitual employee" : the employee who works 40 days in the service of his employer within the 180 calendar days that have elapsed since his last hiring date ;

(h) "maintenance work" : any work involving cleaning inside or outside of a public building ;

(i) "Class B work" : light housekeeping work such as cleaning ashtrays, emptying wastepaper baskets, cleaning

floors or floor coverings with a broom, mop or vacuum cleaner, work within hand reach such as dusting or washing fixtures attached to walls or floors, glass partitions or removing marks from walls, floors or floor coverings and cleaning washrooms, except for washing washroom floors or floor coverings ;

(j) "Class A work" : heavy house cleaning work such as washing windows, walls, ceilings or electric appliances that are stationary, scraping or washing floors or floor coverings, applying wax or other products on floors or floor coverings, removing garbage or dusting areas that are not accessible from floor level ;

(k) "Class C work" : washing windows or other surfaces outside of buildings requiring the use of a safety belt, suspended chair, scaffolding or ladder or other hoisting or retaining equipment.

## **2.00. Jurisdiction**

**2.01. Territorial jurisdiction :** The Decree applies to administrative regions 01, 02, 03, 05 and 09 and, in administrative region 04, the subregions of Lotbinière, Mégantic, Arthabaska and Drummond, as well as to the municipalities of Saint-Pierre-les-Becquets, Sainte-Cécile-de-Lévrard, Sainte-Marie-de-Blandford, Sainte-Sophie and Manseau. Any administrative region is that defined in the *Décret sur la division administrative du Québec* (c. D-11, r.1).

The Decree shall also apply to the administrative region 08 (Abitibi-Témiscamingue), as defined by the *Décret sur la division administrative du Québec*.

**2.02. Industrial jurisdiction :** The Decree applies to maintenance work.

**2.03. Exception :** The Decree does not apply to :

(a) an establishment covered by a permit issued by the Ministère des Affaires sociales, a hotel or motel, a public or private education building, when the owner or lessee of such public building has maintenance work done by his own employee ;

(b) a person employed by the Québec or Canadian Government or by a municipal corporation ;

(c) the owner or lessee of a public building who has maintenance work carried out by his own employee when the latter is governed by a collective agreement ensuring

him working conditions that are generally as advantageous as those provided for in this Decree ;

(d) the employee who makes up rooms in a hotel or motel.

## **3.00. Work schedules**

**3.01.** The standard workweek is 40 hours scheduled over 5 days during one calendar week.

**3.02.** The regular workday is 8 hours.

**3.03.** The employer schedules the standard workweek of his employees so as to provide 2 complete days off each week.

**3.04.** An employee is considered at work during his coffee break.

**3.05.** An employee is considered to be at work when he is at the disposal of his employer on the job site and he is obliged to wait to be given work.

## **4.00. Overtime hours and minimum hours**

**4.01.** Hours worked in excess of daily or weekly hours during an employee's annual vacation, or on a day off constitutes overtime hours and such hours are paid at time and a half.

**4.02.** The employer may not oblige an employee to work overtime hours.

**4.03.** When he has worked 12 continuous hours, the employee is paid for time spent for his meal and this period is included in hours worked when calculating overtime hours.

**4.04.** The employee who, after leaving the work site, is called to return for overtime, shall not receive less than wages equal to 4 ½ times his hourly rate.

**4.05.** The employee who reports to work at the beginning of the workday shall receive wages equal to at least 3 times his hourly rate, unless he was told the previous day not to report to work.

## **5.00. Wages**

**5.01.** For each hour worked, employees are paid at least the following remuneration :

	<i>As of 1 August 1981</i>	<i>As of 1 August 1982</i>
(a) Class B work . . . . .	6,11 \$	6,71 \$
(b) Class A work . . . . .	6,51	7,11
(c) Class C work . . . . .	7,01	7,61.

**5.02.** The crew leader receives an hourly premium of 0,50 \$ in addition to the hourly wage provided for the class of work to which he is assigned.

**5.03.** The employee is paid in currency in a sealed envelope or by cheque or bank deposit.

An employee is considered as not having received payment of his wages if the cheque remitted to him is not cashable within the 2 working days following its reception.

**5.04.** Wages are paid at the latest on Thursdays at regular intervals not to exceed 2 weeks, in accordance with the existing practice of the employer.

**5.05.** The employer gives the employee along with wages a pay slip with the following particulars :

- (a) the employer's name ;
- (b) the family and first name of the employee ;
- (c) the job classification of the employee ;
- (d) the date of payment and the work period corresponding to the wages ;
- (e) the number of hours paid at the applicable rate for standard weekly hours ;
- (f) the number of overtime hours paid along with the applicable rate ;
- (g) the nature and amount of premiums, indemnities or allowances paid ;
- (h) the wage rate ;
- (i) the gross wage ;
- (j) the nature and amount of deductions made ;
- (k) the net wage paid to the employee.

**5.06.** The employee is given his wages personally on the job site and on a working day, except if wages are deposited in this account.

Wages may be given to a third person at the written request of the employee.

**5.07.** No formal requirements, such as a signature, other than that needed to establish that the amount paid corresponds to the net wages mentioned on the pay slip, is required.

**5.08.** The fact that an employee accepts a pay slip does not mean that he has renounced payment of all or part of the wages owing to him.

**5.09.** The employer may not withhold any part of the employee's wages unless he is obliged to do so by law, regulation, court order, collective agreement or Decree, or unless authorized to do so by the written permission of the employee.

An employee may revoke such permission at any time, except when the deduction is for a collective insurance plan or a supplemental pension plan within the meaning of the Act respecting supplemental pension plans (R.S.Q., c. R-17). The employer pays to the agencies concerned the sums deducted.

#### **6.00. Paid general holidays**

**6.01.** St.-John the Baptist's Day is a paid general holiday in accordance with the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** The following days are general holidays :

- (a) New Year's Day ;
- (b) 31 December or 2 January ;
- (c) Good Friday or Easter Monday ;
- (d) The Queen's Birthday ;
- (e) 1 July ;
- (f) Labour Day ;
- (g) Thanksgiving Day ;
- (h) Christmas Day ;
- (i) 24 or 26 December.

**6.03.** As of December 1982, the employer shall grant one additional general holiday during the period from 22 December to 5 January.



**6.04.** By mutual agreement between the employer and the employee, the observance of one of the general holidays mentioned in sections 6.02 and 6.03 may be changed to another date within the 30 calendar days preceding or following such day.

**6.05.** The holiday pay for each of the general holidays mentioned in sections 6.02 and 6.03 is equal to 20% of the product of the standard weekly hours multiplied by the average hourly wage earned for the standard weekly hours worked during the last week of work prior to the holiday.

**6.06.** Only the habitual employee is entitled to the holiday pay mentioned in section 6.05 and upon condition that he works or that he is available to work the working day preceding and following the holiday ; this condition does not apply if the employee's absence is due to the following reasons :

- (a) the employee has prior authorization to be absent ;
- (b) the employee was laid off the day preceding or following the holiday ;
- (c) the employee was on sick leave with pay for a period less than 7 days.

**6.07.** When an employee not subject to section 6.06 works during a holiday, he is entitled in addition to his wages for hours worked to the indemnity provided for in section 6.05.

**6.08.** When one of the holidays mentioned in sections 6.02 and 6.03 falls on a non-working day, the holiday is moved to a working day within the 30 calendar days that precede or follow such day.

**6.09.** When one of the holidays mentioned in sections 6.02 and 6.03 falls during the employee's annual vacation, the employer pays the latter the holiday pay to which he is entitled or adds an extra day to the annual holiday.

#### **7.00. Paid annual vacation**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, has at least 5 years of continuous service with the same employer, is entitled to a continuous vacation of one day off for each month of service and such total vacation is not to exceed 2 weeks. The vacation pay is equal to 4% of his wages earned during the qualifying period.

**7.03.** The employee who, on 1 May, has 5 years of continuous service with the same employer, is entitled to a 3-week annual vacation. The vacation pay is 6% of his wages earned during the qualifying period.

**7.04.** The employee who, on 1 May, has 12 years of continuous service with the same employer is entitled to a 4-week annual vacation. The vacation pay is 8% of his wages earned during the qualifying period.

**7.05.** The employee is entitled to know the date of his annual vacation at least 4 weeks in advance.

**7.06.** The employer shall not replace the vacation as mentioned in sections 7.02, 7.03 and 7.04 by a compensating indemnity.

**7.07.** If an employee is absent because of illness or accident or maternity leave during the qualifying year and this absence has the effect of diminishing his annual vacation pay, he is then entitled to an indemnity equivalent, as the case may be, to 2, 3 or 4 times his average weekly wage earned during the period worked. The employee subject to section 7.02 whose annual vacation is less than 2 weeks is entitled to vacation pay based on the vacation days that he has accumulated.

**7.08.** The employee receives his annual vacation pay as a lump sum before the beginning of his vacation.

**7.09.** The annual vacation is exigible in the 12 months following the qualifying year.

**7.10.** When an employee terminates his employment, he receives vacation pay for any days of vacation owing before the previous 1 May if they have not been taken and also any vacation pay owing for the period elapsed since this date.

#### **8.00. Sick leave**

**8.01.** The habitual employee acquires 1/2-day of sick leave with pay for each month of service with his employer.

**8.02.** Sick days accumulated before 1 June 1980 cannot be used until all sick days accumulated since this day have been used.

**8.03.** If on 30 November an employee has more than 12 days of sick leave to his credit since 1 June 1980, the employer shall, between Christmas and New Year's Day,

pay the employee for these extra days and such pay is based on his current wage rate.

**8.04.** When an employee who has 6 months of service with his employer terminates his employment, the employer pays him for any sick leave accumulated since 1 June 1980 that has not been used and the amount paid is based on his wage earned at the time he terminates his employment.

**8.05.** The sick leave pay does not apply to the first day of absence for sickness, except in the following cases :

- (a) when the absence is for at least 5 days ;
- (b) when the employee is hospitalized during this absence.

**8.06.** The employee shall notify the employer as of the first day of his absence.

**8.07.** Sick leave as mentioned in this Division is also applicable to any absence due to an accident not covered by the Workmen's Compensation Act (R.S.Q., c. A-3).

#### **9.00. Rest periods and special leave**

**9.01.** The employer grants the employee a maximum period of one hour without pay in order to take his meal.

If the employee is not authorized to leave his post, he is paid for this period.

**9.02.** In the event of the death of his spouse or child living under the same roof with him, an employee may be absent from work with pay for a period of 5 calendar days beginning with the date of death.

**9.03.** In the event of the death of his child who does not live with him or of his father or mother, an employee may be absent from work with pay for a period of 4 calendar days beginning with the date of death.

**9.04.** In the event of the death of his sister or brother, an employee may be absent from work with pay for a period of 3 calendar days beginning with the date of death. He may also be absent for one extra day but without pay.

**9.05.** In the event of the death of his mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, an employee may be absent from work with pay the day of the funeral upon condition that he attends such funeral.

**9.06.** An employee may be absent for one day with pay, on the day of his marriage. He may be absent for 4 extra days without loss in wages by using annual vacation days or sick days to his credit.

**9.07.** An employee may be absent from work, without wages, on the wedding day of one of his children and for 2 days on the occasion of the birth or adoption of a child.

#### **10.00. Maternity leave**

**10.01.** An employee is entitled to a maternity leave in accordance with the Regulation respecting labour standards (c. N-1.1, r.3) or with any other further regulation which could amend or replace it.

#### **11.00. Prior notice**

**11.01.** Despite article 1668 of the Civil Code and except for contracts of a definite duration or with a specific enterprise, an employee who has at least 3 months of continuous service with the same employer is entitled to a written prior notice before being dismissed or laid off for at least 6 months.

**11.02.** This prior notice shall be given one week before if the employee has one year of continuous service, 2 weeks before if he has from one to 5 years of continuous service, 4 weeks before if he has between 5 to 10 years of continuous service and 8 weeks before if he has 10 years or more of continuous service.

**11.03.** Except in the case of gross negligence on the part of the employee, or a fortuitous event, the employer who omits to give this prior notice pays the employee at the time of departure a compensating indemnity equal to the wages of the employee for a period equal to that of the prior notice.

#### **12.00. Uniforms**

**12.01.** When the employer requires his employees to wear a uniform or special apparel, he supplies such uniform or apparel for his employees.

**12.02.** When an employee terminates his employment, he returns to the employer any uniform or special apparel supplied by the employer.

#### **13.00. Term**

**13.01.** The Decree remains in force until 31 July 1983. It is renewed automatically from year to year thereafter unless one of the contracting parties gives a written

notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of May 1983 or any other subsequent year.

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O.C. 385-69, (1969) 101 O.G., 1652  
O.C. 4030-71, (1971) 103 O.G., 8687 and 8855  
O.C. 4408-71, (1972) 104 O.G., 67  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 3996-74, (1974) 106 O.G. II, 4593  
O.C. 808-75, (1975) 107 O.G. II, 1263  
O.C. 4401-75, (1975) 107 O.G. II, 5413  
O.C. 690-77, (1977) 109 O.G. II, 1163  
O.C. 93-78, (1978) 110 G.O., 153  
O.C. 3416-78, (1978) 110 G.O., 4397  
O.C. 1665-79, (1979) 111 G.O., 4033  
O.C. 2189-79, (1979) 111 G.O., 5363  
O.C. 3434-80, (1980) 112 G.O. II, 4453, 4672 and (1981) 113 G.O. II, 891 and 2866  
O.C. 2124-81, (1981) 113 G.O. II, 2823



c. D-2, r.41

## Decree respecting the handbag industry

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

The Canadian Handbag Manufacturers' Council Inc. ;

The Handbag Manufacturer's Guild Inc. ;

and, on the other part :

The Pocketbook Workers Union ;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 4 February 1956 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and the occupations concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been duly considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Prime Minister :

THAT the said request be accepted in conformity with the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 4 February 1956.

### 1.00. Jurisdiction

**1.01. Industrial :** This Decree applies to the manufacture and wholesale distribution of bottle bags and handbags, including shoulder bags, carry-all bags, flight bags, bags attached to the belt, pocket books, purses, tote bags, travel bags and change purses as well as all other similar types of bags.

**1.02. Professional :** This Decree applies to manufacturers, commercial distributors, subcontractors, manufacturing retailers, manufacturing wholesalers, wholesalers and importers who sell, manufacture or have manufactured in their own establishments or elsewhere, the products governed by section 1.01 as well as to their employees whose classification is defined in Division 2.00 or enumerated in Division 3.00.

**1.03. Territorial :** The territorial jurisdiction of the Decree comprises the entire territory of Québec and, for the purpose of enforcement, is divided into 2 zones as follows :

(a) **Zone I :** the Island of Montréal and the territory comprised within a radius of 55 kilometres around its limits ;

(b) **Zone II :** the entire territory of Québec, with the exception of Zone I.

### 2.00. Definitions of classification

**2.01.** In this Decree, the following expressions mean :

(1) "outside cutter" : an employee who places the patterns on leather, plastic, fabric or any other material used in the making of the outside of handbags, or any other products or parts thereto falling under the jurisdiction of the Decree and who cuts the said material with a short knife, a clicker, or any other cutting device ;

(2) "inside cutter" : an employee who places the patterns on any material used in the making of linings for handbags, or any other product, or parts thereof and who cuts the said material, and cuts and trims paper and paper-board used in the making of the inside of a handbag, or the inside of any product or part thereof, falling under the jurisdiction of this Decree ;

(3) "framer push-up" : an employee who attaches push-up frames and covered frames to the handbag ;

(4) "framer - rail and children's" : an employee who attaches rail frames to handbags and who attaches frames to children's handbags ;

(5) "change purse framer" : an employee who attaches the frame to a change purse or works on pockets or does both ;

(6) "high post machine operator" : an employee who performs any sewing operation on handbags, or on any of

the products or parts thereof falling under the jurisdiction of this Decree, on the high post machine ;

(7) “flat machine operator-Class A” : an employee who closes handbags by sewing all parts of the exterior together and who can perform any sewing operation in the making of the outside of the handbag or any product or part thereof falling under the jurisdiction of this Decree, on a flat sewing machine with the exception of the sewing of handles when the material is automatically fed to the sewing machine from a roll or other continuous feeding devices, instead of being fed manually to the machine by the operator ;

(8) “flat machine operator-Class B” : an employee who performs the exterior pocket sewing operation and who can perform any sewing operation in the making of the exterior of the handbag or any of the products or parts thereof falling under the jurisdiction of this Decree, on a flat sewing machine with the following exceptions : closing of handbags by sewing the exterior together and sewing of handles when the material is automatically fed to the sewing machine by rolls or other continuous feeding devices ;

(9) “lining and accessories machine operator” : an operator who sews any part of the inside of the handbag and of the inside of any product or part thereof falling under the jurisdiction of this Decree, and without restricting the generality of the foregoing, including any kind of change purse or accessory sewn on the exterior of the handbag or inside pockets, on a flat sewing machine, as well as the sewing of handles when the material is automatically fed to the sewing machine by rolls or other continuous feeding ;

(10) “heat sealer set-up” : an employee who performs the set-up operations required to operate the machine such as : setting dies, degrees of heat, and the cycle time ;

(11) “heat sealer feeder” : an employee who gathers together parts of handbags, gussets or trimmings or any of the other products or parts thereof falling under the jurisdiction of this Decree, joins them together on the heat sealing machine, but without having to perform the set-up operations involved in the setting up of the machine ;

(12) “outside folder” : an employee who folds by hand or machine, the exterior parts of the handbags or any of the other products or parts thereof falling under the jurisdiction of this Decree ;

(13) “lining folder” : an employee who, by hand or by machine, folds the interior parts of handbags or any of the products falling under the jurisdiction of this Decree ;

(14) “cementer” : an employee who applies with a compressed air sprayer or who applies manually with a brush

or any other device, the glue, the cement or any other type of adhesive, or any other material or product used in the making of the exterior of handbags or any of the products or parts thereof falling under the jurisdiction of this Decree ;

(15) “stapler” : an employee who staples any part of the handbag or any product or part thereof falling under the jurisdiction of this Decree, by means of a manual or electric machine, excluding the stapling of handles to the handbag ;

(16) “ornamenter and lock fitter” : an employee who, by machine or by hand, marks the material and places the ornament or lock on the handbag or on any product or part thereof falling under the jurisdiction of this Decree ;

(17) “riveter, handle, eyelet and button fitter” : an employee who rivets together parts of handbags, attaches handles to handbags, marks the material and places the eyelets and buttons on the handbags or on any of the products or parts thereof falling under the jurisdiction of this Decree, by electric or manual machine ;

(18) “skiver” : an employee who operates the machine to thin or reduce the edges of material used in the making of the handbags or any of the products or parts thereof falling under the jurisdiction of this Decree ;

(19) “trimmer” : an employee who trims loose ends of any type of material on or in the handbag, or on any other product falling under the jurisdiction of this Decree ;

(20) “packer and inspector” : an employee who, after the handbags or any of the products falling under the jurisdiction of this Decree are finished, packs them with paper in order to give them shape, cleans or brushes and makes a final inspection of them according to severe standards, or works on the blower or performs minor repairs when required to do so ;

(21) “packer” : an employee who packs the product with paper in order to give it shape, cleans and inspects in a very superficial manner without having to perform minor repairs, or who packs the final product ;

(22) “turner and shaper” : an employee who turns over or reverses, by hand or machine, the handbags or any of the products falling under the jurisdiction of this Decree, and hammers, by hand or machine, the seams of the gussets to give shape to the said handbags and other such products ;

(23) “turner” : an employee who turns over or reverses, by hand or machine, the handbags or any of the products falling under the jurisdiction of this Decree, without having to hammer them in order to give them shape ;

(24) “frame coverer” : an employee who covers frames of any kind in whole or in part, with any kind of material ;

(25) “general worker” : an employee who works in more than one of the classifications enumerated in this Division, except those of cutter or framer and except bottle bag products ;

(26) “helper” : an employee who performs any work not specified in these definitions of classifications including the employee who prepares the paper for the cutter and opens the frames for the framer, except bottle bags ;

(27) “apprentice” : a beginner in any one of the classifications enumerated in this Division, with the exception of the person working on bottle bags ;

(28) “overlock (bottle bags)” : operation performed by a machine producing an overlock stitch and joining the 3 component parts of the bag : the front, the back and the gusset ;

(29) “eyelets (bottle bags)” : operation performed by the eyelet machine installing eyelets on the bag ;

(30) “cording (bottle bags)” : operation whereby an employee threads the core through the eyelets for the purpose of opening and closing the bag ;

(31) “top stitcher (bottle bags)” : operation whereby the top of the bag is folded over to cover the cord and stitched onto the bag ;

(32) “examining (bottle bags)” : consists of checking for any defects, to clip any excess and to pile in bundles ready for packing.

### 3.00. Minimum wages

**3.01.** Employees governed by the Decree, except bottle bag employees, receive at least the following hourly rates :

#### Classification

(a) **Grade I** : heat sealer (feeder), lining folder, cementer, stapler, riveter, handle and button fitter, trimmer, packer, packer-inspector, frame coverer, helper, turner :

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,37
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,44
as of the 7 <sup>th</sup> month . . . . .	3,54

(b) **Grade II** : lining and accessories machine operator, ornament and lock fitter, change purse framer, outside folder :

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,35
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,44
from the 7 <sup>th</sup> to the 9 <sup>th</sup> month . . . . .	3,52
from the 10 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	3,61
as of the 13 <sup>th</sup> month . . . . .	3,70

(c) **Grade III** : heat sealer (set-up), flat machine operator Class B, general worker\*, turner and shaper :

\*no apprenticeship period, highest rate is paid.

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,36
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,46
from the 7 <sup>th</sup> to the 9 <sup>th</sup> month . . . . .	3,55
from the 10 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	3,64
from the 13 <sup>th</sup> to the 15 <sup>th</sup> month . . . . .	3,74
as of the 16 <sup>th</sup> month . . . . .	3,83

(d) **Grade IV** : flat machine operator Class A skiver :

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,38
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,50
from the 7 <sup>th</sup> to the 9 <sup>th</sup> month . . . . .	3,61
from the 10 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	3,73
from the 13 <sup>th</sup> to the 15 <sup>th</sup> month . . . . .	3,84
from the 16 <sup>th</sup> to the 18 <sup>th</sup> month . . . . .	3,95
as of the 19 <sup>th</sup> month . . . . .	4,07

(e) **Grade V** : high post operator, inside cutter, rail and children's frame :

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,43
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,58
from the 7 <sup>th</sup> to the 9 <sup>th</sup> month . . . . .	3,74
from the 10 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	3,89
from the 13 <sup>th</sup> to the 15 <sup>th</sup> month . . . . .	4,05
from the 16 <sup>th</sup> to the 18 <sup>th</sup> month . . . . .	4,21
as of the 19 <sup>th</sup> month . . . . .	4,36

(f) **Grade VI** : outside cutter, push-up framer :

1 <sup>st</sup> month . . . . .	3,27 \$
from the 2 <sup>nd</sup> to the 3 <sup>rd</sup> month . . . . .	3,48
from the 4 <sup>th</sup> to the 6 <sup>th</sup> month . . . . .	3,68
from the 7 <sup>th</sup> to the 9 <sup>th</sup> month . . . . .	3,89
from the 10 <sup>th</sup> to the 12 <sup>th</sup> month . . . . .	4,10
from the 13 <sup>th</sup> to the 15 <sup>th</sup> month . . . . .	4,31
from the 16 <sup>th</sup> to the 18 <sup>th</sup> month . . . . .	4,51
as of the 19 <sup>th</sup> month . . . . .	4,72

**3.02.** Beginners, under the age of 18 years, shall receive not less than the hourly rate specified in the Regulation respecting labour standards (c. N-1.1, r. 3) or in any other further regulation which could amend or replace it; however, after a trial period of 2 months, their apprenticeship shall begin and they shall receive the hourly rates specified in this Division.

**3.03.** The employee required to perform operations other than those in his classification is paid the highest rate provided for the various classifications in which he is required to work.

**3.04. Zone II :** The minimum wage rates of Zone II are 4% less than those of Zone I, but may not be lower than the wage rates of the Regulation respecting labour standards or of any other further regulation which could amend or replace it.

**3.05. General wage increase except employees working on bottle bags :**

(1) The qualified employee working for his present employer on 31 December 1975, receives a wage at least 22% higher than the hourly rate he was receiving at that time.

(2) The qualified employee who was in the employ of his present employer on 31 December 1976, receives at least a 9% increase over and above the hourly wage in effect at that date.

(3) As of 1 January 1978, the qualified employee receives a 7% increase in his hourly rate over and above his hourly rate in effect on 31 December 1977.

(4) If the increase in the Canadian Consumer Price Index is more than 8% for the year 1977, the employer shall increase the hourly rate of his employees by 1% for each complete percentage rise in the index over 8%. This future increase comes into force as of 1 January 1978.

(5) Qualified employees receive a 1% increase in their individual hourly rates in effect on 1 January 1978.

**4.00. Minimum wage and piecework rates for bottle bag employees**

**4.01.** The work system for all bottle bag employees is an hourly basis or on a piece-work basis. However, the average hourly rate for employees paid on a piece-work basis, computed and determined on a monthly basis for each

classification separately, shall exceed at least by 10% the minimum corresponding wage appearing in section 4.02.

**4.02.** The minimum hourly rates are the following :

**Classifications :**

**(a) overlook :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> month . . . . .	3,48
3 <sup>rd</sup> month . . . . .	3,68
4 <sup>th</sup> month . . . . .	3,89
5 <sup>th</sup> month . . . . .	4,09
as of the 6 <sup>th</sup> month . . . . .	4,30

**(b) top stitching :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> month . . . . .	3,44
3 <sup>rd</sup> month . . . . .	3,60
4 <sup>th</sup> month . . . . .	3,77
5 <sup>th</sup> month . . . . .	3,93
as of the 6 <sup>th</sup> month . . . . .	4,10

**(c) eyelets :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> month . . . . .	3,42
3 <sup>rd</sup> month . . . . .	3,56
4 <sup>th</sup> month . . . . .	3,71
5 <sup>th</sup> month . . . . .	3,85
as of the 6 <sup>th</sup> month . . . . .	4,00

**(d) examining :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> month . . . . .	3,40
3 <sup>rd</sup> month . . . . .	3,52
4 <sup>th</sup> month . . . . .	3,65
5 <sup>th</sup> month . . . . .	3,77
as of the 6 <sup>th</sup> month . . . . .	3,90

**(e) cutter :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> month . . . . .	3,45
3 <sup>rd</sup> month . . . . .	3,63
4 <sup>th</sup> month . . . . .	3,81
5 <sup>th</sup> month . . . . .	3,99
6 <sup>th</sup> month . . . . .	4,18
7 <sup>th</sup> and 8 <sup>th</sup> months . . . . .	4,36
9 <sup>th</sup> and 10 <sup>th</sup> months . . . . .	4,54
11 <sup>th</sup> and 12 <sup>th</sup> months . . . . .	4,72
as of the 13 <sup>th</sup> month . . . . .	4,90

**(f) general worker :**

1 <sup>st</sup> month . . . . .	3,27 \$
2 <sup>nd</sup> and 3 <sup>rd</sup> months . . . . .	3,40

4 <sup>th</sup> and 5 <sup>th</sup> months . . . . .	3,52
as of the 6 <sup>th</sup> month . . . . .	3,65.

**4.03.** The employee who has completed his apprenticeship period, as mentioned in the various classifications shall not receive a wage rate inferior to 7% more than the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

**4.04.** Notwithstanding the wage scale provided for in this Division, the employee, during his first month of employment, shall receive at least the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

**4.05.** As of the second month of employment, he shall receive the hourly rate provided for his classification but at no time shall his wage rate be inferior to 0,10 \$ more than the rate provided for in the Regulation respecting labour standards or in any other further regulation which could amend or replace it.

## **5.00. System of work**

**5.01.** This system of work for all classifications shall be that of employment by the hour or the week, except for employees in the manufacture of bottle bags, as provided for in section 4.01.

## **6.00. Hours of work**

**6.01.** The standard work week is 37½ hours scheduled over 5 working days of 7 ½ hours each as follows :

(a) from Monday to Friday inclusively, standard hours are from 8 h to 12 h and from 13 h to 16 h 30 ;

(b) no work shall be performed :

- i. from 12 h to 13 h ;
- ii. after 12 h, on Saturday ;
- iii. Sunday.

**6.02.** All work performed after 16 h 30 from Monday through Friday and after Saturday forenoon is deemed to be overtime and is paid at one and a half times the regular rate.

**6.03.** Overtime work performed over and above standard hours is allowed up to 18 h 30 on Monday, Tuesday, Wednesday and Thursday each week and between 8 h and 12 h on Saturdays.

**6.04.** Should an employee lose time through tardiness, overtime shall begin only after the lost time is made up by the said employee.

**6.05.** Employees requested by the employers to report to work in the morning will be paid a minimum of 4 hours guarantee whether or not there is work to be done, save in the event of power failure, flood, fire, explosion or other fortuitous events.

**6.06.** Employees are paid for all waiting time during daily working hours, as of the first hour.

**6.07.** If the employer terminates the employee's waiting period at any time during the morning because of power failure, flood, fire, explosion or other fortuitous events, and if the employee is called back to work immediately after the lunch hour, the employee shall again be guaranteed a minimum of one hour's work and compensation for additional waiting time if requested by the employer.

## **7.00. Division of work**

**7.01.** In the slack season, when there is not sufficient work for all employees in the factory, the available work therein is divided as equally as possible amongst all employees in their respective classifications. The employer shall have the right to select employees suitable for work on samples and duplicates.

**7.02.** In order to carry out the spirit of this Division and to ensure better distribution of work and for the protection of industry against style copying and labour bidding no worker, whether male or female, who forms part of the working force of any employer in the industry, as attested to by the records of the parity committee and of his employer, is permitted to work outside the regular working hours in any other establishment manufacturing or making products falling under the jurisdiction of this Decree.

## **8.00. Payment of wages**

**8.01.** Wages are paid in cash each week. However, the employer may pay such wages by cheque provided it does not inconvenience the employee in any way or prevent him from cashing it on the day of receipt. No wages shall be paid for time during which the employee did not work save and except as provided in this Decree.



**8.02.** The employer lists the following particulars on the employee's pay envelope or on a separate earning's statement :

- (a) payment date ;
- (b) employer's name ;
- (c) employee's name ;
- (d) number of hours worked and specifically the number of standard hours and overtime hours worked ;
- (e) hourly wage rate ;
- (f) gross wages ;
- (g) deductions made ;
- (h) net wages.

### **9.00. General holidays**

**9.01.** The employees shall have the right to abstain from work on all recognized statutory or legal holidays and on any religious holiday mentioned in section 9.02.

**9.02.** The employer agrees to grant all employees covered by this Decree the following general holidays with pay : Good Friday, Dollard-des-Ormeaux Day, St. John the Baptist's Day, 1 July, Labour Day, Thanksgiving Day, Christmas, New Year's Day and the day after New Year's Day, no matter on what day of the week these holidays may fall.

**9.03.** To qualify for payment for any or all of the said holidays, an apprenticed employee must be employed in the handbag industry, and must have worked in the same shop for a minimum period of 3 months prior to the holiday or holidays in question. All other employees are entitled to the said holidays from the day of employment. Furthermore, to qualify for payment for the said holiday or holidays, an employee must not be absent the workday immediately preceding and immediately following the holiday or holidays in question, except in the case of incapacity caused by sickness or lay-off from employment by the employer. It is understood, however, that any day proclaimed by the competent authorities as a holiday will not be considered to be a workday for this purpose.

**9.04.** Employees who are absent because of illness are entitled to the paid legal holiday or holidays which may occur during the period of illness, provided the employee remains in the employment of the employer with whom he was employed at the time of illness. Employers shall be obliged to grant the holidays due during the period of illness of an employee, however, there will be no obligation

to grant such holidays beyond a sickness period of more than 15 weeks.

**9.05.** Where the employee performs work on any of the holidays mentioned in section 9.02, the employee shall be paid an additional amount calculated at 1 ½ times his regular wage rate.

**9.06.** If one of the said holidays falls on a Tuesday, Wednesday or Thursday of any workweek, the holiday may be rescheduled for the Friday or Monday immediately following or preceding the holiday, subject to agreement by the employer and a majority of his employees. The employer shall give a prior written notice of 15 days to the parity committee in such case.

### **10.00. Special definition**

**10.01. Employers and employees :** Without in any way limiting the definitions as herein contained, every jobber, retailer or other person having goods manufactured for him is deemed to be an employer and every contractor is deemed to be both an employer and an employee, and every employer, designer and/or foreman and/or assistant designer and/or assistant foreman personally engaged in doing any work ordinarily done by an employee in the industry as defined in this Decree is deemed to be an employee for the purposes of this Decree and is bound by the Act and this Decree.

**10.02.** In this Decree, the singular includes the plural and vice versa and reference to any gender means all genders.

### **11.00. Work by employers, designers and foremen**

**11.01.** Notwithstanding sections 11.02, 11.03 and 11.04, no employer, designer or foreman shall work in any of the classifications mentioned in this Decree during the slack or sample season ; at other times, such persons may do such work but only during the regular hours of work of the employees.

**11.02.** With respect to foremen and designers, section 11.01 shall not prevent such employees from doing their work as foremen and designers, but they shall do no production work outside of the regular working hours as provided in this Decree.

**11.03.** Where the employer is a corporation, this Division applies to its directors and shareholders as well as to the designers and foremen.

**11.04.** In the event of the employers, designers or foremen having the right and availing themselves of such right to work as mentioned in this Division, all available work in the factory shall, at all times, be divided as equally as possible between all the employees in the said factory competent to do the work, including such employers, designers and foremen.

**12.00. Responsibility for outside work**

**12.01.** Whenever wholesalers, jobbers, retailers, contractors, manufacturers or other persons, give work to outside shops, inside contractors or otherwise, such wholesalers, jobbers, retailers, contractors, manufacturers or other persons shall be jointly and severally responsible with the person to whom such work is given for wages and working conditions as determined by this Decree.

**12.02.** None of the persons designated in section 12.01 shall give out any work in any craft unless all the employees that are working in the said craft in a shop operated by them are fully employed. The term "fully employed" means a work week of 37 ½ hours, plus 2 hours overtime in each of the first 4 working days of the week and 4 hours on Saturday between 8 h and 12 h. Should any work be given out contrary to the above condition of full employment, the said employees shall be entitled to full pay for the regular and overtime hours hereinabove specified.

**12.03.** Should any of the persons designated in section 12.01 who do not operate a shop are in reality *prête-noms*, agents and/or mandatories for a person or persons operating a shop and having employees working therein, all these persons are jointly and severally responsible for the payment of full employment as described in section 12.02.

**12.04.** Any transaction or agreement between any of the persons designated in section 12.01 either directly or through their *prête-noms*, agents or mandatories for the transfer, sale or cession of unmanufactured material, such as, without limiting the generality of the foregoing, leather, plastics, yard goods and accessories thereto, and the resulting manufactured products coming under the jurisdiction of this Decree, shall be deemed to be the giving of work within the meaning and intent of section 12.01.

**12.05.** Any and all of the persons designated in section 12.01, whether they give or receive the work, must, on the same day that the work is given or received, file at the

office of the said parity committee a report thereof, on forms provided by the said parity committee.

**13.00. Home work**

**13.01.** All work on products or any parts thereof coming under the jurisdiction of this Decree, which is given to or accepted by any person to be done or performed in or about a home, apartment, tenement or room in a residential establishment or premises used as such shall be considered as "home work".

**13.02.** No work shall be given to employees or any other persons to be manufactured or worked upon at home. No employee or other persons shall perform any work at home upon any of the products coming within the jurisdiction of the Decree.

**14.00. Annual vacation with pay**

**14.01. Qualifying period :** The qualifying period for annual vacation extends from 1 June of the preceding year to 31 May of the current year.

**14.02. Vacation period for Zone I :** In Zone I, the annual vacation begins the third Monday of July and ends 14 days later.

During the annual vacation, no work governed by the Decree shall be performed in Zone I.

**14.03. Vacation period for Zone II :** In Zone II, the annual vacation is 2 consecutive weeks granted during the period beginning the first Monday of July and ending 8 weeks later.

**14.04. Vacation pay :** The employee who, on 31 May, has 1 400 hours or more of continuous service with the same employer, is entitled to vacation pay equal to 2 standard weeks of work at the wage rate existing as of 31 May.

The employee who, on 31 May, has less than 1 400 hours of continuous service with the same employer, is entitled to vacation pay equal to 4% of his total gross earnings earned during the qualifying period.

The annual vacation pay is remitted before the employee takes his vacation.

**14.05.** When compiling hours of work to determine the basis for the vacation payment, the hours during which the employee was absent due to legal holidays or his annual vacation shall be calculated and credited to the employee.

**14.06.** When an employee terminates his employment prior to his vacation, he receives 4% of his total gross earnings earned during the current qualifying period and the preceding qualifying period if this indemnity is still owing to him.

**14.07. Supplementary vacation pay :** In addition to the vacation payments outlined in section 14.06, the employee except bottle bag employees, receives 0,8% of his total gross pay as a supplementary vacation payment.

“Total gross pay” means total gross pay, less the amounts withheld by the employer for :

- (a) contributions to a registered retirement plan ;
- (b) contributions to the Québec Pension Plan ;
- (c) unemployment insurance premiums.

The 0,8% supplementary vacation payment is calculated on the basis of the employee's total gross pay earned from 1 January to 31 December of each year.

The employer must pay the said indemnity at the latest by 15 March of the following year. In the event that the employee terminates his employment, he is paid forthwith the 0,8% of his total gross pay earned from 1 January up to the date of termination.

**14.08. Additional vacation pay (3<sup>rd</sup> week) :** The employee who, on 1 December, has 5 years of continuous service in the industry shall, subject to the conditions in this section, receive before 15 December, an additional amount equal to 2% of his gross wages earned during the period between 30 November of the preceding year and 1 December of the current year.

To be eligible for the said amount, the employee shall :

- (a) be available for work during the 4 weeks following his annual vacation ;
- (b) be on his employer's payroll as of the payment date for the said indemnity.

Absenteeism due to sickness, lack of work, lay off, maternity, or other sufficient reasons, shall not decrease the employee's period of continuous service and does not exempt the employee from the conditions mentioned in subparagraphs *a* and *b*.

**14.09. Additional vacation pay (4<sup>th</sup> week with the exception of employees working on liquor bags) :** The employee who has 15 years of service in the industry shall, subject to the same eligibility requirements as for the 3<sup>rd</sup> week of vacation with pay, receive an additional week of

vacation. The employee is remunerated only if he has been available for work during the 4 weeks following his vacation in July.

However, if this eligible employee asks for a 4<sup>th</sup> week of vacation, the employer may grant him such holiday provided it does not interfere with production requirements and it is taken at a convenient time.

## **15.00. Permits**

**15.01.** The parity committee, upon proof deemed sufficient, may issue special permits to any employees whose production is deficient, to work upon determined conditions other than those contemplated by the Decree.

## **16.00. Punch clock**

**16.01.** Every employer having 10 or more employees shall maintain a time clock in his factory on which he shall oblige all his employees to record their working hours and on which all employees must record their working hours.

## **17.00. Employee record cards**

**17.01.** All employers must furnish to the Parity Committee of the Handbag Industry of Québec, an employee record for each employee governed by this Decree, on forms to be provided by the said parity committee giving thereon the name, address, craft, experience, rate of pay of the said employee and such other information as the said parity committee may require, the whole to be certified by the signature of both employer and employee. These records must be filed in the office of the said parity committee no later than 3 days following the date of the hiring of the said employee.

## **18.00. Social security**

**18.01.** Every employer, either by contract with a *bona fide* insurance company recognized by the Superintendent of Insurance of Québec, or by contract with the union herein named as representing the employees, shall provide a social security plan. Such plan should provide employees with the following : sickness, accident, hospitalization, total disability benefits, in whole or in part. For the employer, it should represent a cost of at least 3% of his total monthly payroll.

## **19.00. Bereavement pay**

**19.01.** On the death of an employee's father, mother, spouse, child, brother or sister, the employee who has one year of service in the industry and who has been in the service of his employer at least 2 months on the date of death, is entitled to a 3 day leave which includes the day of the funeral. The employee shall not suffer a loss in wages for the said days if they are workdays.

## **20.00. Stability of wages or conditions**

**20.01.** Employers actually paying higher weekly wages or rates or granting better conditions than those fixed by this Decree are prohibited from reducing them and must maintain the present rate of payment for the duration of this Decree.

## **21.00. General provisions**

**21.01.** It shall be obligatory for every employer to post a copy of this Decree prominently in his establishment, printed both in English and French, where employees will at all times be able to see it.

**21.02.** This Decree supersedes any and all individual contracts that might exist between employers and employees, except the collective agreements which now exist between the several parties hereto, save and except that under no circumstances shall wages be paid under the minimum fixed by this Decree, nor shall hours of labour be over the maximum fixed by this Decree.

**21.03.** It shall be obligatory for every professional employer to keep the original punch cards, time records or payroll reports in his establishment and to make same available for examination and perusal by the inspectors of the parity committee for a period of at least 2 years from the date of such records, cards or reports.

## **22.00. Term of the Decree**

**22.01.** This Decree remains in force until 31 December 1978. It is automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of November 1978 or any other subsequent year.

O.C. 233-56, (1956) 88 O.G., 1137  
 O.C. 385(L)-57, (1957) 89 O.G., 1420  
 O.C. 71(B)-59, (1959) 91 O.G., 643  
 O.C. 2219(D)-61, (1961) 93 O.G., 4869  
 O.C. 103(C)-62, (1962) 94 O.G., 790  
 O.C. 1250-62, (1962) 94 O.G., 4204 and 4355  
 O.C. 592(B)-63, (1963) 95 O.G., 1916  
 O.C. 89(C)-64, (1964) 96 O.G., 562  
 O.C. 318(B)-64, (1964) 96 O.G., 1146  
 O.C. 2483-64, (1965) 97 O.G., 183 and 5918  
 O.C. 937(A)-66, (1966) 98 O.G., 2960  
 O.C. 1583-67, (1967) 99 O.G., 3809, 5938 and (1968) 100 O.G., 1599  
 O.C. 4507-70, (1970) 102 O.G., 7157  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 2754-74, (1974) 106 O.G. II, 3757  
 O.C. 3334-74, (1974) 106 O.G. II, 4327  
 O.C. 2846-77, (1977) 109 O.G. II, 5075 and 6267  
 O.C. 152-78, (1978) 110 G.O., 243  
 O.C. 2843-78, (1978) 110 G.O., 4027  
 O.C. 148-79, (1979) 111 G.O., 583



c. D-2, r.42

## **Decree respecting garage employees in the Arthabaska, Thetford-Mines, Granby and Sherbrooke regions**

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereinbelow have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*La Corporation des concessionnaires d'automobiles de l'Estrie Inc. ;*

*L'Association des Services de l'Automobile ;*

*L'Association des Grossistes en Pièces d'Automobiles de Sherbrooke ;*

*L'Association des Marchands de Pièces d'Automobiles des Cantons de l'Est Inc. ;*

*L'Association des rechangeurs et marchands de pneus du Québec Inc. ;*

and, on the other part :

*Le Syndicat national des employés de l'Automobile de Thetford-Mines ;*

*Le Syndicat des employés de garages du comté de Wolfe ;*

*Le Syndicat national des employés de garages de Granby et région ;*

*L'Association des employés de garages des Cantons de l'Est ;*

*Le Syndicat national des employés de l'Automobile de la région de Victoriaville ;*

*La Fédération Démocratique de la Métallurgie, des Mines et des Produits Chimiques (CSD) ;*

for the employers, artisans and employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 4 July 1970 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades, occupations and establishments contemplated and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the appreciation of objections brought forth against the approval of amendments proposed to the 4 Decrees, 1921 (Arthabaska region), 701 (Granby region), 1637 (Sherbrooke region), 2534 (Thetford-Mines region) brought out, among other things, the necessity of rendering only one Decree obligatory in these 4 adjacent regions for all employers and employees within the professional jurisdiction described therein, as replacement of the above mentioned Decrees ;

WHEREAS, in conformity with the Act, the objections brought forth have been duly considered ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be adopted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 4 July 1970.

### **1.00. Definitions**

**1.01.** For the purposes of this Decree, the following expressions mean :

(a) "apprentice" : any employee who is learning one of the trades for which the parity committee issues a qualification certificate ;

(b) "artisan" : person working for his benefit, alone or in partnership and performing for others any trade subject to this Decree ;

(c) "parts clerk" : any employee whose duties are essentially restricted to the handling, receiving, shipping, classification or sale of automobile parts or accessories and who has successfully fulfilled the conditions necessary for obtaining the qualification certificate required by the parity committee ;

(d) "messenger" : any employee whose duties are essentially related to the delivery or transportation of automobile parts, accessories and tires, with a motor vehicle ;

(e) "journeyman" : any employee whose duties are essentially related to maintenance, tests, inspection, repairs,

alterations, or any similar work, necessary for the good operation of motor vehicles and who is qualified by the parity committee for one or more of the following automotive trades : bodyman, bodyman-painter, painter, mechanic, machinist, electrician, welder, radiator specialist, wheel aligner and automatic transmission specialist ;

(f) “foreman” : any employee who, from time to time, does work governed by the Decree, but whose main function is to supervise at least 4 employees doing work subject to the Decree ;

(g) “dismantler” : any employee whose duties are essentially related to the dismantling of motor vehicles for the purpose of selling, repairing or storing the parts ;

(h) “grade” : period during which a permanent employee obtains one year of experience, and a temporary employee 2 000 hours of experience, in one of the employment categories provided for in the Decree ;

(i) “pump attendant” : any employee whose duties are essentially the sale of gasoline or lubricants, the washing of motor vehicles, the supervision of self-service gasoline pumps, and regular services such as : checking the fluid level in the battery, selling and installing batteries, cleaning windshields, or any other similar work ;

(j) “serviceman” : any employee whose duties consist essentially in :

- i. selling gasoline or lubricants ;
- ii. cleaning, lubricating or driving motor vehicles ;
- iii. installing or repairing tires ;
- iv. installing batteries, belts, hoses, wipers, headlights, filters, mufflers, or other parts or accessories of the same type ;
- v. applying undercoating ;
- vi. selling the objects mentioned in subparagraphs iii and iv ;
- vii. towing vehicles ;
- viii. giving emergency breakdown services ;
- ix. driving the customers ;
- x. the maintenance of his employer’s building and the premises on which it is situated ;

(k) “warehouse clerk” : any employee whose work is strictly limited to receiving, unpacking, storing or cleaning motor vehicle parts, preparing or shipping orders, doing maintenance work or maintaining the establishment ;

(l) “temporary employee” : any employee hired solely as messenger, pump attendant or serviceman for a maximum of 30 hours a week ;

(m) “tire specialist” : any employee whose essential duties, apart from the installation of tires on motor vehicles, consist in the balancing and lubricating of wheels, replacing wheels studs, putting calcium in wheels and cutting wheels-studs with a blow torch ;

(n) “regular rate” : minimum hourly rate determined in Division 9.00 of this Decree ;

(o) “motor vehicle” : the vehicle as defined in the Highway Code (R.S.Q., c. C-24), with the exception of snowmobiles and motorcycles.

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

(1) This Decree applies to the following duties when done for the public :

(a) repairing, altering or inspecting motor vehicles, their parts or accessories ;

(b) the partial or complete dismantling of motor vehicles ;

(c) restoration, overhauling, repairing, or any other similar work done on motor vehicle parts, accessories or tires, as well as their installation on these vehicles ;

(d) sale of gasoline, lubricants or any other similar product used for motor vehicles ;

(e) washing, waxing or cleaning motor vehicles ;

(f) towing or breakdown service for motor vehicles ;

(g) sale of motor vehicle parts, accessories or tires.

(2) This Decree does not apply :

(a) to work mentioned in subsection 1 when done exclusively for the service or personal needs of the employer ;

(b) to work mentioned in subsection 1 when done exclusively on agricultural equipment ;

(c) to work involved in producing or manufacturing motor vehicle parts or accessories serially ;

(d) when the work mentioned in subsection 1 is done by a foreman.

**2.02. Territorial jurisdiction :** This Decree applies to the electoral districts of Sherbrooke, Stanstead, Richmond, Wolfe, Arthabaska, Shefford and Mégantic, as defined by the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4). It also applies to the municipalities of Saint-Évariste, La Guadeloupe, Saint-Méthode, as well as to all the municipalities entirely or partly located within a 16 kilometre radius from the limits of the cities of Granby, Sherbrooke, Magog and of the town of Coaticook.

### **3.00. Standard workweek**

**3.01. Journeyman, apprentice, messenger, dismantler and warehouse clerk :** The standard workweek is 42 ½ hours scheduled from Monday to Friday. The standard workday is 8 ½ hours scheduled from 7 h to 18 h.

**3.02.** For the employees governed by section 3.01, the employer may set up a second shift.

The standard daily working hours of the second shift are equal to the hours of the first shift ; the second shift schedule is at fixed hours and this second shift does not necessarily begin work following the day shift.

Any employee working on the second shift receives an increase of 10% in his effective rate.

**3.03. Parts clerk :** The standard workweek of the parts clerk is 42 ½ hours.

The standard workday is 8 ½ hours.

The employee is entitled to a 10% increase over and above his regular wage for each regular hour worked between 18 h and 7 h.

**3.04. Serviceman and pump attendant :** The standard workweek is 45 hours scheduled over 5 days. The employee is entitled to 2 days off each week.

The standard workday may not be scheduled over more than 12 consecutive hours.

The employee receives a 10% increase in his regular rate for each regular hour worked between 18 h and 7 h.

**3.05. Tire specialist :** The standard workweek is 46 ½ hours scheduled over 5 days. The employee is entitled to 2 consecutive days off each week.

The standard workday for the first shift is scheduled between 7 h and 22 h.

The standard workday for the second shift is scheduled between 22 h and 7 h.

The second shift employee and the employee working on Sunday shall receive a 10% differential over their regular hourly rate.

**3.06.** Any employee may demand up to one hour off without wage to take his meal.

The employer may not require an employee to work more than 5 hours between each meal.

**3.07.** Any employee is entitled to a rest period of 10 minutes in the middle of each half-day of work.

### **4.00. Overtime hours**

**4.01.** Any work done over and above the standard hours is paid at time and half, including the 10% shift differential if applicable, when the said work exceeds 15 minutes.

**4.02.** Except for the serviceman, the pump attendant and the tire specialist, hours worked on a Sunday are paid at double time, including the 10% increase if applicable.

**4.03.** Except for the serviceman and the pump attendant, any work done on a paid general holiday is paid at double time, including the 10% increase if applicable. This amount is added to the general holiday pay if applicable.

**4.04.** The employee, as of the fifth overtime hour worked during a 24-hour period, is paid double time his regular rate. This double rate is increased by 10% in the case of an employee receiving the 10% increase during regular hours.

**5.00. Call-back**

**5.01.** Any employee called back to work after having left his place of employment is paid for 2 hours at his regular rate.

**6.00. Paid general holidays**

**6.01.** (1) The following days are general holidays with pay on whatever day they fall : 1 and 2 January, Easter Monday, 1 July, Labour Day, Tanksgiving Day, the afternoon of 24 December, 25 and 26 December, the afternoon of 31 December.

(2) St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** The compensation for a general holiday is equal to that for a standard working day on condition that the employee :

(a) has been working for 3 months ;

(b) has worked or has been absent with permission during the standard workday preceding and following the general holiday ;

(c) has not been absent due to sickness or accident for more than 5 days before the general holiday.

**6.03.** (1) Any order in council, ordinance, federal or provincial decree or municipal by-law establishing another day for the celebration of one of the holidays mentioned in section 6.01 is legally binding.

(2) Subject to subsection 1, when a holiday mentioned in section 6.01 falls on a Saturday or Sunday, it is postponed, after agreement between the employees and the employer, to another date provided the parity committee receives a written notice beforehand.

**7.00. Paid annual vacation**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** Any employee who, on 1 May, has less than one year of continuous service for the same employer is granted a vacation equal to one day for each month of service, not exceeding 2 weeks. The vacation pay is equal to 4% of the wages earned by the employee during the qualifying period.

**7.03.** Any employee who, on 1 May, has more than one year of continuous service for the same employer is

granted a minimum 2-week vacation. The vacation pay is equal to 4% of the wages earned by the employee during the qualifying period.

**7.04.** The employee who, on 1 May, has 5 years of continuous service for the same employer is granted at least 3 weeks of vacation. The vacation pay is equal to 6% of the wages earned by the employee during the qualifying period.

**7.05.** Unless otherwise agreed upon between an employee and his employer, the annual vacation with pay is taken as follows : the first and second weeks are taken consecutively between 1 May and 15 December. The third week is taken between 15 September and 1 May.

**7.06.** The employee receives his vacation pay before leaving on vacation.

**7.07.** When an employee quits his job, he is entitled to the vacation pay acquired before 1 May, if he did not take this vacation, and to the vacation pay he acquired since that date.

**7.08.** When a general holiday with pay falls during the employee's annual vacation, he is entitled to one extra day's vacation.

**8.00. Bereavement leave**

**8.01.** The employee is entitled to bereavement leave in the following cases :

(a) on the death of his spouse, father, mother, father-in-law, mother-in-law, brother, sister or child, 3 days' leave ending to the funeral day provided he attends the funeral ;

(b) for the birth of his child, one day's leave, the day of birth.

**8.02.** Each day's leave provided for in section 8.01 is paid inasmuch as the employee would have normally worked on that day according to a pre-established schedule.

**9.00. Wages**

**9.01.** Employees receive at least the following hourly rates for each category listed below :

(a) journeyman :

A	8,60 \$
B	8,30
C	8,09



apprentices :

4 <sup>th</sup> grade	6,20 \$
3 <sup>th</sup> grade	5,76
2 <sup>th</sup> grade	5,28
1 <sup>st</sup> grade	4,84

(b) parts clerk :

A	6,80
B	6,37
C	5,72

apprentices :

4 <sup>th</sup> grade	5,40
3 <sup>th</sup> grade	5,13
2 <sup>th</sup> grade	4,85
1 <sup>st</sup> grade	4,43

(c) serviceman :

4 <sup>th</sup> grade	5,63
3 <sup>th</sup> grade	5,32
2 <sup>th</sup> grade	4,92
1 <sup>st</sup> grade	4,31

(d) messenger

(e) pump attendant

(f) wrecking mechanic :

6 <sup>th</sup> grade	8,10
5 <sup>th</sup> grade	7,50
4 <sup>th</sup> grade	6,35
3 <sup>th</sup> grade	5,90
2 <sup>th</sup> grade	5,10
1 <sup>st</sup> grade	4,75

(g) shipper/receiver :

4 <sup>th</sup> grade	5,65
3 <sup>th</sup> grade	5,30
2 <sup>th</sup> grade	5,00
1 <sup>st</sup> grade	4,35

(h) tire specialist :

5 <sup>th</sup> grade	6,30
4 <sup>th</sup> grade	5,85
3 <sup>th</sup> grade	5,65
2 <sup>th</sup> grade	5,55
1 <sup>st</sup> grade	4,25

**9.02.** (1) The employee's wage is paid in cash or by cheque in a sealed envelope at regular intervals not exceeding 16 days. The following particulars appear on the pay envelope or on a separate earnings statement :

(a) the employer's name ;

(b) the employee's name ;

(c) the employee's classification ;

(d) the work period corresponding to payment ;

(e) the number of hours paid at the regular rate ;

(f) the number of overtime hours ;

(g) the wage rate ;

(h) the gross wage ;

(i) the nature and amount of deductions ;

(j) the net wage paid to the employee ;

(k) the date of payment.

(2) However, subject to any other provision of this section and after having given a written notice to the parity committee, an employer may pay an employee every 2 weeks in the following cases :

(a) if he uses a computerized pay system ;

(b) if only part of his employees are governed by this Decree.

**9.03. Wage guarantee :** The employee who reports to work without having been previously informed that his services were not required receives at least 4 hours of pay at his regular rate, including the 10% shift differential if applicable.

If an employee leaves his work too early or comes in late for work, such work guarantee is decreased accordingly.

**9.04. Work of a lower category :** The employer is entitled to ask any employee in his service to do work in a lower category, on the condition that the employee's wage remains the same. This section does not apply if the employee asks for such a change.

**9.05. Flat rate :** The employee may receive a flat rate as payment. However, his pay shall be equal to the pay he would receive if he were paid the minimum hourly rates of the Decree for any hours worked at the flat rate.

**9.06. Special provision respecting wages :** Notwithstanding any other provision of the Decree, the weekly wage shall not be lower than that which an employee would receive if he were paid according to the Regulation respecting labour standards (c. N-1.1, r.3) or according to any other further regulation which could amend or replace it.

## **10.00. Miscellaneous provisions**

**10.01. Industrial accidents :** The employer pays to any employee any wages lost due to an accident from the moment of the accident until the end of the workday on which it occurred, unless in the future this loss is not compensated under the Workmen's Compensation Act (R.S.Q., c. A-3) following an amendment to the latter.

**10.02. Uniforms :** The employer supplies at his own expense the uniforms, usual uniforms or overalls required to be worn by his employees. These uniforms remain the employer's property.

**10.03. Temporary employee :** An employer may not require a temporary employee to work more than 30 hours per week except in special cases. The only other provisions of this Decree applying to the temporary employee are the following :

(a) Divisions 1.00 and 2.00 ;

(b) sections 3.06, 7.01, 7.02, 7.03, 7.06, 7.07, 7.08, 9.01, 9.02, 9.03, 9.04, 9.05 and 10.02.

## **11.00. Apprenticeship**

**11.01.** The term of apprenticeship lasts 4 years. However, at the end of the third year, any apprentice may sit for an examination which, if he is successful in it, shall entitle him to the journeyman's certificate corresponding thereto.

**11.02.** After completing apprenticeship (48 months' work), the apprentice shall sit for an examination before the board of examiners of the parity committee in order to obtain his journeyman's competency certificate.

**11.03.** If the candidate fails in his examination, he is entitled to sit for a supplemental examination 9 months after the date of the examination in which he failed, and, in the meantime he shall be given a fourth year apprenticeship certificate.

**11.04.** However, at the end of his third year, any apprentice may request to take an examination. If he passes, the apprentice is entitled to a journeyman's competency certificate Class A, B or C, and to the wage rate provided for in this Decree.

**11.05.** An employee who holds a competency certificate for any class below Class A and who wishes to obtain a competency certificate for a higher class shall request to sit for the pertinent examination, after 9 months' work.

**11.06.** Satisfactory proof for such 9 months' work shall be supplied to the said committee. The employer's monthly report and the employee's declaration shall be considered as satisfactory proof.

**11.07.** There shall not be more than one apprentice for every 2 journeymen in any establishment.

However, in concerns where there is only one journeyman, it is permissible to have 1 apprentice. Such ratio of apprentices shall apply to all trades as a whole.

**11.08.** Apprentices who have attended a school governed by the Specialized Schools Act (R.S.Q., c. E-10) or who have gained experience elsewhere shall be granted credits proportionate to the length of their studies and to their examination results.

In the event of doubt as to proficiency acquired elsewhere, the parity committee may have the apprentice take an examination so as to determine his classification.

**11.09.** No new apprentice shall be accepted unless he has completed his seventh year's schooling and is at least 16 years of age.

**11.10.** The parity committee may request that any employee supply proof of his age before issuing him a competency or classification certificate or before renewing a certificate or before an examination.

**11.11.** No employer may have an apprentice work alone and no apprentice may do trade work alone ; he shall always be accompanied by a competent journeyman of his trade.

## **12.00. Special provisions applying to certain employees**

**12.01.** The employee who works exclusively as a wheelwright, blacksmith, brake specialist, suspension specialist, differential specialist, chassis or frame specialist, muffler specialist, polishing specialist, parts or accessories assembler, bumper repairer and battery repairer is entitled, depending on his length of service, to the hourly rates established in Division 9.00 for the apprentice or the journeyman, as the case may be, and also to the work schedule established for the said employee in sections 3.01 and 3.07.

## **13.00. Term of the Decree**

**13.01.** The Decree remains in force until 30 September 1981. It is then automatically renewed from year to year thereafter unless one of the contracting parties is op-

posed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during August of 1981 or of any subsequent year.

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O.C. 1982-71, (1971) 103 O.G., 4584  
 O.C. 1916-72, (1972) 104 O.G., 5733 and (1973) 105 O.G., 186  
 O.C. 2438-72, (1972) 104 O.G., 7816  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 2282-74, (1974) 106 O.G. II, 3145  
 O.C. 2928-74, (1974) 106 O.G. II, 4033  
 O.C. 1102-77, (1977) 109 O.G. II, 1555  
 O.C. 3634-77, (1977) 109 O.G. II, 5805  
 O.C. 4059-77, (1977) 109 O.G. II, 6877 and (1978) 110 G.O., 345  
 O.C. 3948-78, (1978) 111 G.O., 435  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 3767-80, (1980) 112 G.O. II, 4993  
 O.C. 1804-81, (1981) 113 G.O. II, 2076



c. D-2, r.43

## Decree respecting garage employees in the Drummond region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereinbelow have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des recapeurs et marchands de pneus du Québec Inc. ;*

*L'Association des Marchands d'Automobile Richelieu, Inc. ;*

and, on the other part :

*L'Association des Employés de Garage de Drummondville Inc. (CNTU) ;*

for the employers, artisans and employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 8 July 1967 ;

WHEREAS the said agreement has acquired preponderant significance and importance for the establishment of working conditions in the trades and occupations concerned and in the territorial jurisdiction described in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS, in conformity with the Act, the objection brought forth has been duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act respecting collective agreement decrees with, however, the following new provisions being substituted for the conditions described in the *Québec Official Gazette* of 8 July 1967.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "apprentice" : any employee learning one of the trades for which the parity committee issues a qualification certificate ;

(b) "artisan" : any person who, for his own profit, performs alone or in partnership any work subject to this Decree for another ;

(c) "parts clerk" : any employee whose duties are restricted to the handling, receiving, shipping, classification or sale of automobile parts, accessories or tires and who has successfully filled the conditions necessary to obtain the qualification certificate required by the parity committee ;

(d) "messenger" : any employee whose duties are essentially related to the delivery or transportation of automobile parts, accessories, and tires, with a motor vehicle for which he is responsible, and he may also assist the parts clerk ;

(e) "journeyman" : any employee whose duties are essentially related to maintenance, tests, inspection, repairs, alterations, or any similar work necessary for the good operation of motor vehicles and who is qualified by the parity committee for one or more of the following automotive trades : bodyman, bodyman-painter, painter, mechanic, machinist, electrician, welder, radiator specialist, wheel aligner, automatic transmission specialist ;

(f) "foreman" : any employee who, from time to time, may do work governed by the Decree, but whose main function is to supervise at least 3 employees doing work falling under the Decree ;

(g) "dismantler" : any employee whose duties are essentially related to the dismantling of motor vehicles for the purpose of selling, repairing or storing the parts ;

(h) "grade" : period during which a permanent employee obtains one year of experience, and a temporary employee 2 000 hours of experience, in one of the employment categories provided for in the Decree ;

(i) "pump attendant" : any employee whose duties are essentially the sale of gasoline or lubricants, the washing of motor vehicles, the supervision of self-service gasoline pumps, and regular services such as : checking tire pressure, installing tires, checking the fluid level in the battery, selling and installing batteries, cleaning windshields, or any related work of the same type ;

(j) “serviceman” : any employee whose duties consist essentially in :

- i. selling gasoline or lubricants ;
- ii. cleaning, lubricating or driving motor vehicles ;
- iii. installing or repairing tires ;
- iv. installing batteries, belts, hoses, wipers, headlights, filters, mufflers, or other parts or accessories of the same type ;
- v. applying undercoating ;
- vi. selling the objects mentioned in subparagraphs iii and iv ;
- vii. towing vehicles ;
- viii. giving emergency breakdown service ;
- ix. driving the customers ;
- x. the maintenance of his employer’s building and also the premises on which it is situated ;

(k) “temporary employee” : any employee hired solely as messenger, pump attendant or serviceman for a maximum of 30 hours a week ;

(l) “motor vehicle” : the vehicle as defined in the Highway Code (R.S.Q., c. C-24), with the exception of snowmobiles and motorcycles.

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

(1) The Decree applies to the following duties :

- (a) repairing, altering or inspecting motor vehicles, their parts and accessories ;
- (b) the partial or complete dismantling of motor vehicles ;
- (c) restoring, overhauling, repairing, or any other similar work done on motor vehicles, accessories or tires, as well as their installation on these vehicles ;
- (d) sale of gasoline, lubricants or any other product of the same type used in motor vehicles ;
- (e) washing, waxing or cleaning motor vehicles ;

(f) towing or breakdown service for motor vehicles ;

(g) sale of motor vehicle parts, accessories or tires.

(2) This Decree does not apply :

(a) to work mentioned in subsection 1 when done exclusively for the service or personal needs of the employer ;

(b) to work mentioned in subsection 1 when done exclusively on agricultural equipment ;

(c) to the duties consisting in overhauling, in making or manufacturing, in series, parts or accessories for motor vehicles ;

(d) when the work mentioned in subsection 1 is done by a foreman ;

(e) to vulcanizing work.

**2.02. Territorial jurisdiction :** This Decree applies to the territory comprised in the 2 following zones :

(a) **Zone I :** the city of Drummondville and the territory situated in part or entirely within 5 kilometres of its limits ;

(b) **Zone II :** the following municipalities : Kingsey’s Falls, L’Avenir, Notre-Dame-du-Bon-Conseil, Saint-Cyrille-de-Wendover, Saint-Edmond, Saint-Eugène, Saint-Félix-de-Kingsey, Saint-Germain-de-Grantham, Sainte-Jeanne-d’Arc, Saint-Lucien, Saint-Majorique, Saint-Nicéphore, South Durham, Wickham.

## **3.00. Standard workweek**

**3.01. Journeyman, apprentice, messenger :** The standard workweek is 40 hours scheduled from Monday to Friday and the standard workday is 8 hours scheduled from 8 h to 17 h.

**3.02. Parts clerk :** The standard workweek is 40 hours and the standard workday is 8 hours.

The employee is entitled to 2 days off each week.

**3.03.** In the case of employees mentioned in sections 3.01 and 3.02, the employer may form a second shift of employees.

The standard daily work period of the second shift is equal to that of the first shift. The working hours of this second shift are scheduled between 12 h and 4 h the next day, from Monday through Saturday morning.

The employee working on the second shift receives a 10% increase in his wage rate.

**3.04. Serviceman and pump attendant :** The standard workweek is 44 hours scheduled over 5 days.

The standard hours of the workday cannot be extended over a period longer than 10 consecutive hours.

For each regular hour worked between 18 h and 7 h the employee receives a 10% increase in his wage rate.

The employee is entitled to 2 days off each week.

**3.05. Dismantler :** The standard workweek is 44 hours scheduled from Monday to Friday. The standard workday is scheduled between 7 h and 18 h.

**3.06.** Any employee may demand up to one hour off without wage to take his meal. In the case of an employee working on the second shift, the exigible meal period is half an hour.

The employer may not require an employee to work more than 4 hours of his standard workday before granting him his exigible meal period. For the serviceman, pump attendant and dismantler, the employer may not require such employee to work more than 5 hours of his standard workday before granting him his exigible meal period.

**3.07.** Any employee is entitled to a rest period of 10 minutes in the middle of each half-day of work.

#### **4.00. Overtime hours**

**4.01.** In the Decree, the hours worked over and above standard working hours are called "overtime hours" and they shall be paid at time and a half the wage or the wage increased by 10% for the employee working in the second shift.

**4.02.** Except for overtime hours mentioned in section 4.03, the employee is paid for each overtime hour, as of the fifth overtime hour worked during a 24-hour period, double his wage or his wage increased by 10% if he works on the second shift.

**4.03.** The overtime hours worked on Sundays or on a general holiday with pay shall be paid at double time, or the wage increased by 10% for the employee working on the second shift.

**4.04.** Any increase in wages provided for in Division 4.00 is computed according to the rate mentioned in Division

9.00 or if the employer usually pays the employee a higher rate, this higher rate shall be used.

#### **5.00. Call-back**

**5.01.** Any employee called back to work after having left his place of employment is paid for at least 2 hours at the regular rate.

#### **6.00. Paid general holidays**

**6.01.** The following days are general holidays with pay, regardless of the day on which they fall : New Year's Day, 2 January, Easter Monday, St. John the Baptist's Day, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

When St. John the Baptist's Day falls on a Saturday, 23 June also becomes a general holiday with pay, and when it falls on a Sunday, 25 June then becomes a general holiday with pay.

**6.02.** If 2 January or 26 December falls on a non-working day, they shall be celebrated on the first working day which follows.

**6.03.** The employee receives for each general holiday with pay a sum equal to his wage for one standard including the shift differential if any.

**6.04.** To be entitled to a general holiday with pay, the employee shall have worked at least 7 hours or shall be on an authorized leave for the last working day preceding the general holiday and the first working day following the general holiday ; however, the employee who is not at work for less than one month due to illness, accident or lay-off is entitled to the general holiday with pay.

#### **7.00. Paid annual vacation**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** Any employee who, on 1 May, has been working with the same employer for less than one year is entitled to a vacation equal to one day for each month of service, but not exceeding 2 weeks. The vacation pay for this period is equal to 4% of the wages earned by the employee during the qualifying period.

**7.03.** Any employee who, on 1 May, has been working for the same employer for a period of one year is entitled to a minimum of 2 weeks' vacation. The vacation pay for

this period is equal to 4% of the wages earned by the employee during the qualifying period.

**7.04.** The employee who, on 1 May, has 7 years of continuous service with the same employer, is entitled to a minimum of 3 weeks' vacation. The vacation pay is equal to 6% of the wages earned by the employee during the qualifying period.

**7.05.** Unless there is an agreement to the contrary between the employer and his employee, the first and second weeks of annual vacation are taken consecutively between 1 May and 1 December.

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

**7.07.** When an employee quits his job, he is paid the vacation pay due to him for any vacation acquired before the preceding 1 May, if it has not been taken, and also any vacation pay due to him for the period since that date.

**7.08.** Any annual vacation exceeding a period of one week may be taken separately, if the employee so wishes.

**7.09.** When a paid general holiday falls during the annual vacation of the employee, he is entitled to an extra day of vacation.

**7.10.** The employee working in a commercial business governed by the Act respecting commercial establishments business hours (R.S.Q., c. H-2), is granted, in addition to his vacation pay, an additional compensation of 4% of his wages earned during the qualifying period.

However, when an employer grants this employee, during the entire qualifying period, as many paid general holidays as provided for in Division 6.00, and in accordance with the provisions of sections 6.03 and 6.04, he is not obliged to pay him this additional compensation.

If these paid general holidays are not the same as in section 6.01, the employer shall notify the parity committee each year in May of any changes.

## **8.00. Bereavement leave**

**8.01.** On the death of his father, mother, spouse or child, any employee is entitled to a leave which extends from the day of death to the funeral day; the employee shall not suffer any loss in wages for any working day included within this period up to 3 days. On the death of his father-in-law or his mother-in-law, the employee is enti-

tled to a leave of one working day without loss in wages, the funeral day, provided that he attends the funeral.

**8.02. Work accidents :** The employer pays to any employee injured at work :

- (a) the wages lost on the day of the accident ;
- (b) the wages lost during the workday for any medical visits up to one hour required by the employer or the physician, if such losses are not covered by the Workmen's Compensation Act (R.S.Q., c. A-3).

**8.03.** Any employee who is absent from work because he acts as a juror receives, during his absence, the regular wage which he would have received for the standard working hours he would have performed during the said absence, less the sum of money that he receives as juror for the said absence.

To be entitled to the benefit provided for in the first paragraph, the employee shall notify the employer as soon as he receives his summons from the Court, provide proof of the sum of money he is receiving as a juror and return to work as soon as he is freed from his jury duties by the Court.

## **9.00. Minimum rates**

**9.01.** Employees in Zone I shall receive at least the following hourly rates :

		<i>As of 81-04-01</i>
(a) journeyman :		
A . . . . .	8,10 \$	8,60 \$
B . . . . .	7,80	8,20
C . . . . .	7,40	7,90
apprentice :		
Grade 4 . . . . .	6,31	6,67
Grade 3 . . . . .	5,88	6,21
Grade 2 . . . . .	5,46	5,80
Grade 1 . . . . .	5,03	5,35
(b) serviceman :		
Grade 4 . . . . .	5,75	6,05
Grade 3 . . . . .	5,30	5,55
Grade 2 . . . . .	4,90	5,10
Grade 1 . . . . .	4,15	4,40
(c) pump attendant . . . . .	3,95	4,10

(d) parts clerk :

Grade 7 . . . . .	7,65 \$	8,17 \$
Grade 6 . . . . .	7,35	7,80
Grade 5 . . . . .	7,01	7,44
Grade 4 . . . . .	5,82	6,19
Grade 3 . . . . .	5,45	5,80
Grade 2 . . . . .	5,06	5,38
Grade 1 . . . . .	4,68	4,98

(e) messenger, dismantler . 4,05 4,30.

**9.02.** For employees in Zone II, hourly rates mentioned in section 9.01 are 0,10 \$ per hour less, inasmuch as they are not lower than the hourly rates provided for in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

**9.03.** The employee receives his pay in cash or by cheque in a sealed envelope at regular intervals not exceeding 16 days. The following items appear on the pay envelope or on a separate pay slip :

- (a) employee's name and first name ;
- (b) date of payment and pay period ;
- (c) regular hours ;
- (d) overtime hours ;
- (e) hourly rate of the employee ;
- (f) nature and amount of deductions made ;
- (g) gross salary and net salary received by the employee.

**9.04.** Any employee is paid according to the provisions of this Decree for all standard working hours during which he was present at work and available to work.

This section shall not, however, prevent any employer from laying off personnel.

**9.05.** The employee who reports to work without having been notified previously that his services were not required receives wages equal to at least 4 hours of work at his standard rate.

**9.06. Work of a lower category :** The employer may require any employee in his establishment to do work which is less remunerative than the regular work in his employment category, as long as the employee receives the same wages.

This section does not apply if such request is made by the employee.

**9.07. Fixed rate :** Any employee may be paid at a fixed rate. However, his wages shall be at least equal to that which he would receive if he were paid according to the minimum hourly rates of the Decree for his hours worked at the fixed rate.

**9.08. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the weekly wages of the employee shall not be lower than that which he would receive if he were paid according to the Regulation respecting labour standards or any other further regulation which could amend or replace it.

**9.09.** For every hour during which he works on a vehicle having a gross weight exceeding 11 339 809 kilograms (25 000 pounds), the journeyman receives a 0,25 \$ premium.

#### **10.00. Miscellaneous provisions**

**10.01. Uniforms :** The employer shall, at his own expense, provide and clean the uniforms he asks his employees to wear. Uniforms are considered as belonging to the employer.

**10.02. Temporary employee :** An employer may require a temporary employee to work more than 30 hours a week during the period between 1 May and 30 September. He may not require the employee to work more than 30 hours except in exceptional circumstances.

Moreover, the only provisions of the Decree applying to the temporary employees are the following :

- (a) Divisions 1.00, 2.00 and 10.00 ;
- (b) sections 3.06, 7.01, 7.02, 7.03, 7.05 to 7.08, 9.01 to 9.04 and 9.06 to 9.09.

#### **11.00. Apprenticeship**

**11.01.** The term of apprenticeship lasts 4 years. However, at the end of the third year, any apprentice shall sit for an examination which, if he is successful in it, shall entitle him to the journeyman's certificate corresponding thereto.

**11.02.** There shall not be more than one apprentice for every 2 journeymen.

**11.03.** No apprentice shall be accepted unless he is at least 16 years of age and has completed at least his fifth year of primary school.



**11.04.** Any apprentice who has attended a school governed by the Specialized Schools Act (R.S.Q., c. E-10) or who has gained experience elsewhere shall be granted credits proportionate to the length of studies and to his examination results. In the event of doubt as to proficiency acquired elsewhere, the parity committee may have the apprentice take an examination so as to determine his classification.

**11.05.** Any employee who failed in his examination shall be entitled to sit for a supplemental examination 9 months after the date of the examination in which he failed.

**11.06.** The contracting parties to this Decree recognize the certificates already issued by the Parity Committee of the Automobile Industry of Drummond County.

**11.07.** As of 2 July 1980, any employee holding a pump attendant's certificate may obtain, free of charge, a serviceman's certificate according to his years of service, provided he sends written application therefore to the parity committee.

## **12.00. Administration of the Decree**

**12.01.** The Automobile Parity Committee of the St. Maurice Valley is entrusted with the supervision and enforcement of this Decree.

## **13.00. Term of the Decree**

**13.01.** This Decree comes into force on 2 July 1980 and remains in force until 31 October 1981. It is then automatically renewed from year to year thereafter unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during September of 1981 or of any subsequent year.

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O.C. 2535-67, (1967) 99 O.G., 5940  
 O.C. 2098-71, (1971) 103 O.G., 4777  
 O.C. 2684-72, (1972) 104 O.G., 8685  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 503-73, (1973) 105 O.G. II, 355  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 2013-73, (1973) 105 O.G. II, 2507  
 O.C. 3228-73, (1973) 105 O.G. II, 5411  
 O.C. 4501-73, (1973) 105 O.G. II, 6921  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1672-74, (1974) 106 O.G. II, 2285  
 O.C. 2756-74, (1974) 106 O.G. II, 3775  
 O.C. 3777-74, (1974) 106 O.G. II, 4479  
 O.C. 3641-77, (1977) 109 O.G. II, 5829  
 O.C. 3838-77, (1977) 109 O.G. II, 6189  
 O.C. 48-79, (1979) 111 G.O., 449  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1808-80, (1980) 112 G.O. II, 2545



c. D-2, r.44

## Decree respecting garage employees in the Lanaudière-Laurentides region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to make binding the collective labour agreement entered into between :

on one part :

*La Corporation des concessionnaires d'automobiles des Laurentides ;*

*L'Association des industries de l'automobile, division du Québec ;*

and, on the other part :

*Le Syndicat National des Employés de Garage de Joliette-Moncalm, L'Assomption, Berthier (CSD) ;*

*La Fraternité canadienne des cheminots, employés des transports et autres ouvriers, local 511 ;*

for the employers and employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 20 February 1965 ;

WHEREAS the said agreement has acquired preponderant importance and significance for the laying down of conditions of employment in the trades concerned and in the territorial jurisdiction outlined in the said petition ;

WHEREAS the Act concerning the publication of notices has been duly observed ;

WHEREAS no objection has been made against the approval of said petition ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with, however, the following new provisions replacing the conditions described in the *Québec Official Gazette* of 20 February 1965.

## 1.00. Definitions

**1.01.** For the enforcement of this Decree, the following expressions mean :

(a) "apprentice" : employee who learns one of the trades for which the parity committee delivers a competency certificate ;

(b) "artisan" : anyone working on his own account, alone or in partnership, and who performs for others work subject to the Decree.

No garage may be operated unless there be a Class B journeyman continuously employed therein ;

(c) "parts clerk" : any employee whose duties consist mainly in performing one of the following tasks : handling, receiving, shipping, classifying or selling parts, accessories or tires for motor vehicles and who has filled the necessary conditions in order to obtain the competency certificate required by the parity committee ;

(d) "journeyman" : any employee whose duties consist mainly in performing one of the following tasks : maintaining, testing, verifying, repairing, modifying, or other work of the same kind necessary or useful to the efficient operation of motor vehicles, and who has been qualified by the parity committee for one or more of the following trades related to the automobile industry : wheelwright, bodyman, electrician, blacksmith, machinist, mechanic, upholsterer, upholstery cleaner, painter, welder, radiator repair specialist, wheel alignment specialist, tune-up specialist, brake specialist, differential specialist, frame specialist, exhaust system specialist, tester, automatic transmission specialist, suspension specialist, parts man and tire specialists, door and moulding adjuster ;

(e) "wrecker" : any employee whose main duties consist in dismantling motor vehicles for the purposes of selling, repairing and stocking parts ;

(f) "grade" : period during which a permanent employee acquires one year of experience and a temporary employee 2 000 hours of experience, in one of the classes of employment provided for in the Decree ;

(g) "pump attendant" : any employee whose duties consist mainly in performing one of the following tasks :

selling gasoline or lubricants, washing, cleaning, wiping and polishing motor vehicles, watching full pumps in self-service stations, giving regular services such as verifying the level of the liquid in the battery, installing and selling batteries, cleaning windshields or any other work of the same kind ;

(h) “serviceman” : any employee whose duties consist mainly in performing one of the following tasks :

- i. lubricating and driving motor vehicles ;
- ii. installing or repairing tires ;
- iii. installing belts, hoses, wipers, headlights, filters, mufflers or other parts or accessories of the same kind ;
- iv. applying antirust compounds ;
- v. selling parts listed in subparagraphs ii and iii ;
- vi. giving towing services ;
- vii. transporting clients ;
- viii. cleaning his employer’s establishment and the area where it is located ;

(i) “serviceman 1<sup>st</sup> or 2<sup>nd</sup> class : any employee who after the fourth grade performs any work listed in paragraph h plus tune-ups, brake repairs and breakdown services ;

(j) “temporary employee” : any employee who is hired for not more than 30 hours per week ;

(k) “tire specialist” : any employee whose duties consist mainly in performing one of the following tasks : installing tires on motor vehicles, balancing and lubricating wheels, replacing gudgeons on wheels, putting calcium in wheels and cutting wheel gudgeons with a blowtorch ;

(l) “standard rate” : the minimum hourly rate as determined in Division 9.00, including shift differentials, if such is the case ;

(m) “motor vehicle” : vehicle as defined in the Highway Code (R.S.Q., c. C-24).

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

(1) The Decree applies to the following work when performed for the public :

(a) repairing, modifying or verifying motor vehicles, their parts or accessories ;

(b) completely or partly dismantling motor vehicles ;

(c) restoring, remaking, repairing or any other work of the same kind performed on parts, accessories or tires for motor vehicles and their installation on these vehicles ;

(d) selling gasoline, lubricants, new or used parts or any other product of the same kind for motor vehicles ;

(e) washing, polishing or cleaning motor vehicles.

(2) This Decree does not apply to work mentioned in subsection 1 when exclusively performed for their own service or for the employer’s needs.

**2.02. Territorial jurisdiction :** This Decree applies to the electoral districts of Joliette-Moncalm, l’Assomption, Berthier, Laurentides-Labelle, Prévost, Terrebonne, Deux-Montagnes and Argenteuil, save for the following municipalities : the city of Thurso, the villages of Cheneville, Montebello, Papineauville, Saint-André-Avellin and Ripon, the municipalities of the parishes of Notre-Dame-du-Bon-Secours, Northern part, Notre-Dame de la Paix, Saint-André-Avellin and Sainte-Angélique ; the municipalities of the townships of Amherst, Lochaber, Northern part of Lochaber township, Ponsonby, Ripon, United Townships of Suffolk and Addington ; the municipalities of Duhamel, Lac-Simon, Montpellier, Vinoy, Fassett, Lac-des-Plages, Namur and Plaisance.

## **3.00. Hours of work**

**3.01.** For servicemen, tire specialists, pump attendants and washers, the standard workweek is 45 hours, scheduled over 5 days of 9 continuous hours or over 6 days of 7 ½ hours each.

**3.02.** For any employee not covered by section 3.01, the standard workweek is 41 hours, from Monday to Friday.

**3.03.** For the employee subject to section 3.02, the employer may set up a second or a third shift on the following conditions :

(a) the standard daily or weekly duration of the second or the third shift shall be equal to the duration of the first shift ;

(b) the standard daily working hours shall be scheduled over a maximum of 9 hours ;

(c) the employee shall receive a shift differential of 0,20 \$ per hour for all hours of the standard workday worked before 0 h and 0,35 \$ per hour for all hours worked after 0 h.

**3.04.** Any employee may demand up to one hour off without wage for his meal.

**4.00. Overtime hours**

**4.01.** Any work performed over and above regular working hours shall be paid at time and a half.

**5.00. Call-back and guarantee**

**5.01.** Any employee called back to work after leaving his workplace receives a wage at least equal to 2 hours at his regular rate.

**5.02.** The journeyman, apprentice, parts man and wrecker who have completed their 3 months trial period and who works for one week shall be guaranteed a weekly minimum of 33 hours at the regular rate. However, any employee who is away from work during the week without a valid reason loses his entitlement to such guarantee. When a general holiday occurs during a given week, the weekly wage guarantee is reduced by the same number of hours paid straight time as there are in such general holiday.

**6.00. General holidays with pay**

**6.01.** The following days are general holidays with pay whatever day of the week they fall : New Year's Day, 2 January, 24 June, 1 July, Labour Day, Christmas Day and 26 December. If the holiday on 24 June falls on a Saturday, it shall be changed to the Friday preceding the holiday and if it falls on a Sunday, it shall be postponed to the Monday following the holiday.

Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** The holiday pay for each paid general holiday shall be equal to the employee's wage for one working day provided that he worked or was on an authorized leave during the regular workday which precedes or follows the holiday.

**6.03.** When a holiday falls in the middle of the week, it may be celebrated on the following Friday or Monday after agreement between the parties, provided that a notice of this agreement is sent to the parity committee at least one month before the date of the said holiday.

**6.04.** Any employee who works on holiday is paid at his regular rate and in addition he receives the holiday pay for the said day.

**7.00. Annual vacation with pay**

**7.01.** The qualifying period extends from 1 April of the preceding year to 31 March of the current year.

**7.02.** The employee who, on 1 April, has less than one year's continuous service with the same employer, receives a vacation whose duration is equal to as many days as he has months of service up to a maximum of 2 weeks. The vacation pay is equal to 4% of the employee's wages earned during the qualifying period.

**7.03.** The employee who, on 1 April, has one year's continuous service with the same employer, receives a minimum vacation of 2 weeks. The vacation pay is equal to 4% of the employee's wages earned during the qualifying period.

**7.04.** The employee who, on 1 April, has 15 year's continuous service with the same employer, receives a minimum vacation of 3 weeks. The vacation pay is 6% of the employee's wages earned during the qualifying period.

**7.05.** No employee shall take more than 2 weeks' continuous vacation during June, July and August unless otherwise agreed with the employer.

**7.06.** The annual vacation exceeding one week may be divided at the employee's request.

**7.07.** When a general holiday with pay falls during an employee's annual vacation, he shall be entitled to one additional holiday.

**7.08.** Any employer is permitted to close his establishment for one complete week of vacation.

**7.09.** When an employee quits his employment he receives the vacation pay acquired before the preceding 1 April, if not taken, in addition to the pay owing to him for the period elapsed since this date.

**8.00. Bereavement leave**

**8.01.** Any employee who has one year's service with the same employer shall be entitled to a leave, the funeral day, on the occasion of the death of his father, mother, spouse, brother, sister or child.

**8.02.** In all cases, in order to benefit from this leave, the employee shall notify his employer before the beginning of the standard workday and, if possible, at least 2 hours in advance.

**9.00. Payment of wage**

**9.01.** The employees receive at least the following hourly rates for each class of employment mentioned above :

*As of  
78-12-01*

(a) journeyman :	
Class A . . . . .	6,70 \$
Class B . . . . .	6,23
Class C . . . . .	5,92
Class D . . . . .	5,71
apprentice Grade 1 . . . . .	4,85
apprentice Grade 2 . . . . .	5,00
apprentice Grade 3 . . . . .	5,15
(b) wheel aligner : . . . . .	
apprentice . . . . .	4,85
(c) serviceman : . . . . .	
1 <sup>st</sup> class . . . . .	5,92
2 <sup>nd</sup> class . . . . .	5,71
(d) serviceman : . . . . .	
1 <sup>st</sup> grade . . . . .	3,78
2 <sup>nd</sup> grade . . . . .	4,06
3 <sup>rd</sup> grade . . . . .	4,21
4 <sup>th</sup> grade . . . . .	4,57
(e) parts clerk : . . . . .	
8 <sup>th</sup> grade . . . . .	6,60
7 <sup>th</sup> grade . . . . .	6,49
6 <sup>th</sup> grade . . . . .	6,34
5 <sup>th</sup> grade . . . . .	6,18
4 <sup>th</sup> grade . . . . .	4,53
3 <sup>rd</sup> grade . . . . .	4,33
2 <sup>nd</sup> grade . . . . .	4,23
1 <sup>st</sup> grade . . . . .	4,11
(f) pump attendant : . . . . .	
	3,60
(g) receiver-shipper-messenger : . . . . .	
	4,14
(h) tow-truck clerk : . . . . .	
	4,79

(i) any other employee performing other work : . . . . . 4,14.

**9.02.** The employee's wage is paid to him in cash or by cheque in a sealed envelope once each week on Thursday at the latest. The following particulars appear on the pay envelope or on a separate earnings statement :

- (a) the employee's complete name ;
- (b) the date of payment and the work period corresponding to the payment ;
- (c) the number of regular hours ;
- (d) the number of overtime hours ;
- (e) the employee's wage rate ;
- (f) the nature and amount of deductions made ;
- (g) the gross wage and the take-home pay paid to the employee.

**9.03.** Wages higher than the minimum rates stipulated in this Decree shall not be reduced after the Decree comes into force nor throughout its term provided that the employee continues to hold the same occupation(s) for which such wage rate has been granted.

**9.04. Work in a lower category :** The employer may give any employee in his establishment work paid at a lower rate than that which he receives for his class of employment on condition that his wage is not reduced accordingly. This section does not apply if such request is made by the employee.

**9.05.** Any employee called in to work and obliged to wait for work is entitled to be paid for the time spent waiting provided he is present and available to work.

**9.06.** Notwithstanding any other provision of the Decree, the employer grants the employee at least the minimum weekly wages which would be payable to him according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

**10.00. Miscellaneous provisions**

**10.01.** Any employer may have a temporary employee work more than 30 hours a week only in special cases.

**10.02.** As to temporary employees whose duties are described in paragraphs g, h and k of section 1.01, the only

other provisions of the Decree that apply to them are the provisions of Divisions 1.00 and 2.00 as well as sections 3.04, 7.01, 7.02, 7.03, 7.06, 7.08, 7.09, 9.01, 9.02 and 9.06.

**10.03.** As to temporary employees whose duties are described in paragraphs *a, c, d, e* and *i* of section 1.01, the only other provisions of the Decree that apply to them are the provisions of Divisions 1.00, 2.00 and 4.00 as well as sections 3.02, 3.04, 7.01, 7.02, 7.03, 7.06, 7.08, 7.09, 9.01, 9.02 and 9.06.

## **11.00. Apprenticeship**

**11.01.** Apprenticeship lasts 3 years. Upon entering any enterprise subject to this Decree, the apprentice registers with the parity committee so that the various stages of his apprenticeship and experience may be recorded. He also takes the compulsory theoretical courses for each apprenticeship year in a school recognized by the parity committee. No employer may hire an apprentice who has not met the foregoing requirement.

**11.02.** There shall be no more than one apprentice for every 2 journeymen, in each enterprise governed by this Decree.

## **12.00. Term of the Decree**

**12.01.** The Decree comes into force on 15 March 1978 and remains in force until 30 November 1979.

**12.02.** It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during October of 1979 or of any subsequent year.

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- O.C. 824-65, (1965) 97 O.G., 2606
  - O.C. 1932(B)-65, (1965) 97 O.G., 5352
  - O.C. 3502-68, (1968) 100 O.G., 6319
  - O.C. 3355-71, (1971) 103 O.G., 7407
  - O.C. 4405-71, (1971) 104 O.G., 64
  - O.C. 4408-71, (1971) 104 O.G., 67
  - O.C. 174-72, (1972) 104 O.G., 1162
  - O.C. 4030-72, (1972) 105 O.G., 77
  - O.C. 218-73, (1973) 105 O.G. II, 224
  - O.C. 4655-73, (1973) 105 O.G. II, 6973
  - O.C. 574-76, (1976) 108 O.G. II, 1953 and 2496
  - O.C. 1304-76, (1976) 108 O.G. II, 2763
  - O.C. 4294-76, (1977) 109 O.G. II, 63
  - O.C. 1988-77, (1977) 109 O.G. II, 3309
  - O.C. 147-78, (1978) 110 G.O., 233
  - O.C. 534-78, (1978) 110 G.O., 1077
  - O.C. 1455-78, (1978) 110 G.O., 1715
  - O.C. 1665-79, (1979) 111 G.O., 4033
  - O.C. 1409-81, (1981) 113 G.O. II, 1551
  - O.C. 1805-81, (1981) 113 G.O. II, 2077
  - O.C. 2869-81, (1981) 113 G.O. II, 3342



c. D-2, r.45

## Decree respecting garage employees in the Mauricie region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned hereinafter have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :  
on the one part :

*The Régionale de la Mauricie de la Corporation des concessionnaires d'automobiles du Québec Inc. ;*

*The Association des grossistes en pièces d'automobiles de la région de Trois-Rivières ;*

*The Association des rechapeurs et marchands de pneus du Québec Inc. ;*

and, on the other part :

The Canadian Brotherhood of Railway, Transport and General Workers, local 298 ;

The United Textile Workers of America, local 390, garage section ;

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 18 September 1971 ;

WHEREAS the said agreement has taken on a significance and a preponderant importance for the establishment of labour conditions in the trades and occupations governed and for the territorial jurisdiction of the said petition ;

WHEREAS the Act has been duly followed as to the publication of notices ;

WHEREAS in conformity with the Act, the objections brought forth have been duly considered ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT pursuant to the Act respecting collective agreement decrees the said petition be accepted, with however, the following new provisions replacing the conditions de-

scribed in the *Québec Official Gazette* of 18 September 1971.

### 1.00. Interpretation

1.01. For the purpose of this Decree, the following expressions mean :

(a) "clerk's helper" : receiver-shipper who helps a parts clerk ;

(b) "apprentice" : employee learning one of the trades for which the parity committee delivers a competency certificate ;

(c) "artisan" : any person working for others and on his own account, alone or in partnership, and who, otherwise, would perform work governed by this Decree ;

(d) "assembler" : employee whose main work consists in assembling parts of motor vehicles such as : the motor, transmission, clutch, starter, alternator, generator, or other similar part ;

(e) "car jockey" : employee whose main duties consist in driving or moving motor vehicles, transporting customers, doing various errands other than the delivery usually made by the messenger ;

(f) "parts clerk" : employee whose duties consist in handling, receiving, shipping and classifying parts and waiting on customers and other employees, finding, selecting and selling to such persons the exact equipment or parts they require ;

(g) "messenger" : employee whose main duties consist in delivering or transporting accessory parts or tires for motor vehicles, and operating a motor vehicle for such purposes ;

(h) "journeyman" : employee who has completed his apprenticeship and has obtained the necessary competency certificate for plying one of the trades of the automobile industry subject to this Decree ;

(i) "foreman" : employee who may, from time to time, perform work subject to the Decree but whose main duty consists in supervising the work of at least 4 employees doing governed work ;

(j) “disassembler” : employee whose main duties consist in disassembling motor vehicles, or parts thereof for the purpose of selling, repairing or storing the said parts ;

(k) “grade” : period during which an employee completes in his category of employment a year of experience, or a temporary employee completes 2 000 hours of experience ;

(l) “machine operator” : employee whose main duties consist in operating :

- i. Group 1 : the rectifiers for cam-shafts and crank-shafts ;
- ii. Group 2 : the reboring, polishing and finishing machines for pistons, shafts and connecting-rods ;
- iii. Group 3 : and also operating other machines in a machine shop ;

(m) “pump attendant” : employee whose usual duties consist in performing one or many of the following tasks :

- i. selling gasoline or lubricants ;
- ii. washing and driving motor vehicles ;
- iii. supervising fuel pumps or self service pumps ;
- iv. giving such current services as checking the level of liquid in batteries ;
- v. cleaning windshields ;
- vi. any other work of the same type as provided for in this paragraph ;

(n) “serviceman” : employee whose usual duties consist in performing any of the pump attendant’s tasks, and one or many of the following tasks :

- i. selling, installing or repairing tires and balancing wheels ;
- ii. selling or installing batteries, belts, hoses, wind-shield wipers, headlights, filters, mufflers or other parts and accessories of the same type ;
- iii. greasing or applying undercoating compounds ;
- iv. towing and emergency breakdown services ;
- v. transporting customers ;
- vi. cleaning the employer’s establishment and the grounds ;

(o) “receiver-shipper” : employee whose main duties consist in receiving, unpacking, storing, preparing or shipping orders, keeping the establishment clean or cleaning motor vehicle parts ;

(p) “temporary employee” : car jockey, messenger, pump attendant or serviceman whose workweek does not normally exceed 30 hours ;

(q) “tire specialist” : employee whose usual duties consists in performing part or all of the following tasks :

- i. installing, removing and repairing all types and sizes of tires ;
- ii. selling and classing of tires ;
- iii. transporting customers and making deliveries ;
- iv. balancing and aligning wheels ;

(r) “muffler specialist” : employee whose usual duties consist in performing part or all of the following tasks :

- i. selling, classing, installing, removing and repairing of mufflers and exhaust system parts, save engine parts ;
- ii. transportation of customers and making deliveries ;

(s) “continuous service” : period during which an employee is bound to his employer by a work contract, even if the performance of the work ceased without cancellation of the work contract. The following should not be considered as interrupting the duration of continuous service : closing days, annual vacation periods and authorized absences, provided that the worker has not had another paid employment during such time ;

(t) “regular rate” : the minimum hourly rate as found in Division 9.00 of the Decree ;

(u) “motor vehicle” : vehicle as defined in the Highway Code (R.S.Q., c. C-24), except for snowmobiles, motorcycles and other motorized cycles.

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

(1) The Decree governs the following occupations when they are performed for others :

- (a) repairing, modifying, or verifying motor vehicles, their parts or accessories ;
- (b) completely or partially disassembling parts of motor vehicles ;



(c) renovating, repairing, or any other work of the same kind performed on parts, accessories or tires for motor vehicles and their installation on these vehicles ;

(d) selling gasoline, lubricants or any other product of the same kind for motor vehicles ;

(e) washing, polishing or cleaning motor vehicles ;

(f) towing automobiles or giving break-down services ;

(g) selling of parts, accessories, and tires for motor vehicles.

(2) The Decree does not apply to :

(a) work subject to subsection 1 when it is performed exclusively for the employer's own service or needs ;

(b) work subject to subsection 1 when it is performed exclusively on agricultural machinery ;

(c) work involving the repair or serial manufacture of parts or accessories for motor vehicles ;

(d) when the work subject to subsection 1 is performed by a foreman ;

(e) vulcanizing ;

(f) work already subject to another decree ;

(g) students working during the school year in an establishment chosen by the authorities of a school as part of a work-initiation programme duly approved by a government department.

**2.02. Territorial jurisdiction :** The Decree applies to the following cities, towns, villages and municipalities :

(a) towns of : Bécancour, Louiseville, Nicolet, Shawinigan-Sud, Saint-Tite, Trois-Rivières, Trois-Rivières-Ouest ;

(b) cities of : Cap-de-la-Madeleine, Grand-Mère, Shawinigan ;

(c) villages of : Annaville (Saint-Célestin), Aston-Jonction, Baie-de-Shawinigan, Champlain, La Pérade, Les Becquets, Manseau, Maskinongé, Saint-Boniface-de-Shawinigan, Saint-Georges, Saint-Léonard-d'Aston, Saint-Paulin, Sainte-Monique, Saint-Sylvere, Saint-Stanislas, Sainte-Thècle, Saint-Wenceslas, Yamachiche ;

(d) municipalities of : Charette, La-Visitation-de-Pointe-du-Lac, Lemieux, Pointe-du-Lac, Saint-Édouard, Sainte-Marthe-du-Cap-de-la-Madeleine ;

(e) municipalities of parishes of : Grandes-Piles, La-Visitation-de-Champlain, Notre-Dame-du-Mont-Carmel, Saint-Adelphe, Saint-Alexis, Sainte-Angèle, Sainte-Anne-de-la-Pérade, Sainte-Anne-de-Yamachiche, Saint-Antoine-de-la-Rivière-du-Loup, Saint-Barnabé, Sainte-Brigitte-des-Saults, Sainte-Cécile-de-Lévrard, Saint-Élie, Saint-Étienne-des-Grès, Saint-François-Xavier-de-Batiscan, Sainte-Geneviève-de-Batiscan, Saint-Gérard-des-Laurentides, Saint-Jean-Baptiste-de-Nicolet, Saint-Joseph-de-Maskinongé, Saint-Justin, Saint-Léon-le-Grand, Saint-Louis-de-France, Saint-Luc, Sainte-Marie-de-Blandford, Saint-Mathieu, Saint-Maurice, Sainte-Monique, Saint-Narcisse, Saint-Paulin, Sainte-Perpétue, Saint-Pierre-les-Becquets, Saint-Prosper, Saint-Samuel, Saint-Sévère, Saint-Séverin, Sainte-Sophie-de-Lévrard, Saint-Stanislas, Saint-Sylvere, Sainte-Thècle, Saint-Théophile, Saint-Thimothée, Saint-Tite, Sainte-Ursule ;

(f) municipalities in the townships of : Grand-Saint-Esprit, Hunterstown, Nicolet-Sud, Saint-Célestin, Sainte-Eulalie, Saint-Jean-des-Piles, Saint-Léonard, Saint-Wenceslas.

### **3.00. Standard hours of work**

**3.01.** Unless otherwise provided, the standard workweek consists of 40 hours, scheduled from Monday through Friday, between 7 h 30 to 18 h.

**3.02.** The employer may set up a second or third shift from Monday afternoon to Saturday forenoon provided the major part of standard daily hours are scheduled between 18 h and 7 h 30. The employee receives an increase in his regular rate of 0,25 \$ for each standard daily hour. The employer bound by a collective labour agreement as defined in the Labour Code (R.S.Q., c. C-27) may schedule the standard workweek of a shift over 4 days from Monday afternoon to Friday morning, subject to this Decree.

**3.03.** For the parts clerk and the clerk's helper, the hours of the standard workweek may be worked at any time of the day but he receives an increase in his regular rate of 0,25 \$ for each hour worked between 18 h and 7 h.

**3.04.** For the pump attendant, serviceman, and the tire and muffler specialists, the standard workweek is 44 hours scheduled over a maximum of 5 days not exceeding 12 consecutive hours. The employee receives an increase

in his regular rate of 0,25 \$ for each standard hour worked between 18 h and 7 h.

**3.05.** For the messenger who usually delivers outside of the municipalities where his employer's establishment is located, the standard workweek is 40 hours scheduled over a maximum of 5 days.

**3.06.** The employee is entitled to one hour off without pay to take a meal during regular hours.

**3.07.** Any employee, except for the pump attendant, is entitled to a 10-minute rest period with pay in the middle of each half day of work.

**3.08.** When the hours of a shift extend over 2 calendar days, the hours normally worked on the second day are considered to be worked during the first day.

#### **4.00. Overtime hours**

**4.01.** Hours worked over and above standard hours are paid a time and a half the regular rate, including the 0,25 \$ increase if applicable, provided the said work exceeds the regular hours by 15 minutes.

**4.02.** Except for the serviceman and the pump attendant, hours worked on Sunday or a paid general holiday are paid at double time the regular rate, including the 0,25 \$ increase if applicable. This remuneration is added to the vacation pay payable under Division 6.00.

**4.03.** During overtime hours, the tow-truck driver may be paid on a hourly basis pursuant to this Division or according to a lump-sum payment.

#### **5.00. Call-backs and call-ins**

**5.01.** Any employee called back to work after leaving the work premises receives a wage at least equivalent to 3 hours paid at the regular rate.

#### **6.00. Paid general holidays**

**6.01.** The following days are paid general holidays, except if otherwise mentioned herein, whichever day of the week they fall : 1 January, 2 January, Easter Monday, 24 June, 1 July, the first Monday of September, the second Monday of October, the afternoon of 24 December, 25 December, 26 December and the afternoon of 31 December.

When 1 July falls on a Tuesday, Wednesday or Thursday, the observance of the holiday, with the consent of the employer and his employees, may be changed to the Monday or the Friday immediately preceding or following the general holiday.

When St. John the Baptist's Day falls on a Saturday, 23 June also becomes a general holiday with pay and when it falls on a Sunday, 25 June then becomes a general holiday with pay.

**6.02.** The remuneration paid to an employee for each general holiday with pay is equal to the amount which he would have received if the said day had been a workday, provided that :

(a) he has completed at least one month of continuous service ;

(b) the employee worked or was absent with permission on the day immediately preceding or following the holiday.

Exceptionally, the afternoon of 24 December, 25 December, 26 December, the afternoon of 31 December, 1 January, 2 January, the forenoon of 24 December and the forenoon of 31 December, as the case may be, are considered as standard working days ;

(c) he was not absent more than one month before the holiday.

**6.03.** For the serviceman and the pump attendant, the employer may postpone the celebration of a general holiday with pay to another day included in the two weeks which precede or follow the holiday.

**6.04.** The employer bound by a collective agreement as defined in the Labour Code may observe as general holidays with pay, those days that are provided for in his agreement, provided that he observes at least an equal number of days.

**6.05.** Any employee laid-off within the 5 days preceding one of the paid general holidays provided for in Division 6.00, is paid for such general holiday.

**6.06.** Notwithstanding any other provision in this Decree, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

#### **7.00. Paid annual vacations**

**7.01.** The qualifying period begins on 1 May of the preceding year and ends on 30 April of the current year.

**7.02.** The employee who, on 1 May, has less than one year of continuous service with the same employer, receives a vacation whose duration is equal to as many days as he has months of service up to a maximum duration of 2 weeks. The vacation pay is equal to 4% of the employee's remuneration earned during the qualifying period.

**7.03.** The employee who, on 1 May, has one year of continuous service with the same employer, receives a minimum vacation of 2 weeks. The vacation pay is 4% of the employee's remuneration earned during the qualifying period.

**7.04.** The employee who, on 1 May, has 5 years of continuous service with the same employer, receives a minimum vacation of 3 weeks. The vacation pay is 6% of the employee's remuneration earned during the qualifying period.

**7.05.** The employee who, on 1 May, has 15 years of continuous service with the same employer, receives a minimum vacation of 4 weeks. The vacation pay is 8% of the employee's remuneration earned during the qualifying period.

**7.06.** Unless otherwise agreed upon between an employee and his employer, paid annual vacations are taken as follows :

- (a) the first two weeks are taken consecutively between 1 May and 30 September ;
- (b) the third week is taken between 30 September and 1 May.

**7.07.** The vacation pay is paid before the employee leaves on vacation.

**7.08.** When an employee quits his employment, he receives the vacation pay acquired before the preceding 1 May, if not taken, in addition to the vacation pay which is owing to him for the period since this date.

**7.09.** The annual vacation which exceeds one week may be divided at the employee's request.

**7.10.** When a general holiday with pay occurs during an employee's annual vacation, the employee receives the holiday pay for this day pursuant to Division 6.00 in addition to the annual vacation pay for this day.

## **8.00. Bereavement leave**

**8.01.** The employee is entitled to :

(a) 5 consecutive days of leave for the death of his spouse ;

(b) 4 consecutive days of leave for the death of his child ;

(c) 3 consecutive days of leave for the death of his father or mother ;

(d) 2 consecutive days of leave for the death of a brother, sister, father-in-law or mother-in-law ;

(e) 1 day of leave for the day of the funeral of a brother-in-law or sister-in-law ;

(f) 1 day of leave for the birth of his child.

**8.02.** The employee does not suffer any loss in wage for the leave provided for in section 8.01.

**8.03.** An employee may also be absent from work, without wages, in the following cases : 1 day on the death of his father or mother, 2 days on the death of a brother or sister, the wedding day of one of his children, 1 day on the occasion of the birth of a child and 2 days on the occasion of the adoption of a child.

## **9.00. Wages**

**9.01.** Employees receive at least the following hourly rates for each class of employment provided hereinafter :

*As of  
10 October 1981*

(a) journeyman :		
A .....	8,67 \$	9,62 \$
B .....	8,10	8,99
C .....	7,73	8,58
(b) apprentice :		
4 <sup>th</sup> year .....	6,93	7,69
3 <sup>rd</sup> year .....	6,48	7,20
2 <sup>nd</sup> year .....	6,06	6,72
1 <sup>st</sup> year .....	5,62	6,24
(c) clerk :		
A .....	7,76	8,61
B .....	7,39	8,20
C .....	7,08	7,85
(d) parts man or clerk's helper :		
4 <sup>th</sup> year .....	6,22	6,90
3 <sup>rd</sup> year .....	5,81	6,45
2 <sup>nd</sup> year .....	5,43	6,03
1 <sup>st</sup> year .....	5,05	5,60

(e) receiver-shipper :		
4 <sup>th</sup> year . . . . .	6,22 \$	6,90 \$
3 <sup>rd</sup> year . . . . .	5,81	6,45
2 <sup>nd</sup> year . . . . .	5,43	6,03
1 <sup>st</sup> year . . . . .	5,05	5,60
(f) deliveryman . . . . .	4,51	5,01
(g) maintenance man . . . .	4,10	4,45
(h) tire specialist . . . . .	4,25	4,65
(i) serviceman :		
3 <sup>rd</sup> year . . . . .	4,40	4,85
2 <sup>nd</sup> year . . . . .	4,25	4,65
1 <sup>st</sup> year . . . . .	4,10	4,45
(j) muffler specialist . . . .	4,25	4,65
(k) pump attendant . . . . .	4,10	4,45
(l) general :		
car jockey, janitor, mes-		
senger, watchman or		
other function not other-		
wise specified . . . . .	4,10	4,45
(m) assembler and tune-up		
specialist :		
after 1 000 hours . . . .	6,16	6,84
before 1 000 hours . . .	5,72	6,35
(n) parts verification and		
classification specialist :		
after 500 hours . . . . .	4,99	5,54
before 500 hours . . . .	4,71	5,23
(o) machine operator :		
Group 1 : machine for		
aligning the camshaft		
and crankshaft :		
after 1 000 hours . . . .	5,66	6,29
before 1 000 hours . . .	5,21	5,78
Group 2 : cylinder re-		
boring, grinding of pis-		
tons, rods and pins :		
after 500 hours . . . . .	5,21	5,78
before 500 hours . . . .	4,90	5,44
Group 3 : others :		
after 150 hours . . . . .	4,90	5,44
before 150 hours . . . .	4,70	5,22
(p) dismantler :		
3 <sup>rd</sup> year . . . . .	4,64	5,15
2 <sup>nd</sup> year . . . . .	4,46	4,95
1 <sup>st</sup> year . . . . .	4,26	4,72.

**9.02.** The employee who, in the 4 preceding years, has acquired 3 years of experience as a Clerk B in the same automobile agency, becomes a Clerk A.

The employee, who, in the 4 preceding years, has worked in a continuous manner and for the same employer as a part man or a clerk's helper becomes a Clerk C.

**9.03. Payment :** The employee is paid in cash or by cheque in a sealed envelope and at regular intervals not exceeding 16 days. The following particulars appear on the pay envelope or separate earning statement :

- (a) the family name and first name of the employee ;
- (b) the pay date and the corresponding pay period ;
- (c) the overtime hours ;
- (d) the wage rate of the employee ;
- (e) the type and amount of deductions made ;

(f) the gross wage and the net wage paid to the employee.

Payment may be made by a deposit in the name of the employee, or otherwise than mentioned above, provided that such other means are mentioned in a collective agreement as defined in the Labour Code.

**9.04. Wage guarantee :** Any employee who reports in to work without having been previously advised that his service would not be needed is entitled to his regular pay rate multiplied by the standard hours of the said day, including the 0,25 \$ if applicable.

Any employee who leaves work early or who arrives late shall have his wage guarantee diminished accordingly, without consideration for any other disciplinary action taken as a result thereof.

**9.05. Inferior type of work :** The employer may give to any employee in his establishment duties which are paid at a wage lower than that which the employee receives according to his class of employment, on condition that his wage be not reduced accordingly. This section does not apply if the assignment is made at the employee's request or due to the provisions of a collective agreement as defined in the Labour Code.

**9.06. Flat rate :** The employee may be paid a lump sum. However, his wage shall be at least equal to the wage which he would receive if he were paid according to the

minimum hourly rates of the Decree during the hours that he works on a contract basis.

**9.07. Special provision respecting wages :** Notwithstanding any other provision of this Decree, the employee's weekly wage shall not be inferior to that which he would receive if he was paid according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

#### **10.00. Miscellaneous provisions**

**10.01. Uniforms :** The employer shall supply and clean uniforms which he requires at his expense. However, they remain the property of the employer.

**10.02. Temporary employee :** The only provisions of the Decree which apply to the temporary employee are the following :

(a) Divisions 1.00 and 2.00 ;

(b) sections 3.06, 7.01, 7.02, 7.03, 7.07, 7.08, 7.09, 9.01, 9.02, 9.04, 9.05, 9.06 and 10.02.

**10.03.** This Decree applies, for the purposes of direct and indirect remuneration (wages and fringe benefits), to employers governed by an Act providing for a maximum increase in remuneration, except inasmuch as such Act allows.

#### **11.00. Term**

**11.01.** This Decree remains in force until 9 October 1982. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during August of 1982 or of any subsequent year.

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O.C. 487-72, (1972) 104 O.G., 1934  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 2394-75, (1975) 107 O.G. II, 3125 and 3865  
 O.C. 3839-77, (1977) 109 O.G. II, 6195 and 7299  
 O.C. 148-78, (1978) 110 G.O., 235  
 O.C. 3712-78, (1979) 111 G.O., 57  
 O.C. 1335-79, (1979) 111 G.O., 3357  
 O.C. 1665-79, (1979) 111 G.O., 4033  
 O.C. 2754-79, (1979) 111 G.O., 6063  
 O.C. 3501-80, (1980) 112 G.O. II, 4581, 4983 and (1981) 113 G.O. II, 891  
 O.C. 3270-81, (1981) 113 G.O. II, 4002



c. D-2, r.46

## Decree respecting garage employees in the Montréal region

An Act respecting collective agreement decrees  
(R.S.Q., c. D-2)

WHEREAS, pursuant to the collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a request to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des services de l'Automobile Inc. ;*

The Québec Automobile Machine Shop Association ;

The Automobile Industries Association of Canada ;

The Montréal Automobile Dealers Association Limited ;

The Specialized Garage Operators Association Inc. ;

The Québec Retreaders and Tire Dealers Association Inc. ;

and, on the other part :

*La Fraternité Canadienne des Cheminots, employés de transport et autres ouvriers, local 511 de Montréal ;*

*Centrale des Unions indépendantes de l'industrie de l'automobile ;*

for the employers and the employees of the industry and the trades concerned, according to the conditions described in the *Québec Official Gazette* of 31 December 1949 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and the trades concerned and in the territorial jurisdiction indicated in the said request ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been considered in pursuance of the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said request be accepted pursuant to the Act respecting collective agreement decrees, with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 31 December 1949.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "apprentice" : any employee learning one of the trades for which the parity committee delivers a competency certificate ;

(b) "artisan" : any person working on his own account, alone or in partnership, and who performs for others any work governed by the Decree ;

(c) "motor vehicle jockey" : any employee whose work consists primarily in driving, moving and parking motor vehicles ;

(d) "parts man" : any employee whose work primarily involves handling, receiving, shipping, delivering, classifying or selling parts, accessories or tires for motor vehicles to garages, service stations or to other establishments whose activities are subject to the Decree ;

(e) "journeyman" : any employee whose work involves primarily maintenance, tests, inspections, repairs, modifications or other work of the same nature, necessary or useful for the good working of motor vehicles, and who has been qualified by the parity committee for one or more of the following trades respecting the automobile industry : bodyman, electrician, general mechanic, painter, upholsterer, diagnostic man, trim man, alignment and suspension man, brakes mechanic, automatic transmission mechanic ;

(f) "wrecking mechanic" : any employee whose work primarily involves the dismantling of motor vehicles for the purpose of selling or storing the parts ;

(g) "watchman" : any employee whose duties are primarily to guard or to clean the business premises or the establishment ;

(h) “washer” : any employee whose work primarily involves washing, cleaning, wiping and polishing motor vehicles or parts, by hand or with any machine for this purpose ;

(i) “brake mechanic” : any employee whose main duty is to see that everything pertaining to the proper functioning of brakes be in good order. Before he may be classified as brake mechanic, the employee is required to complete 2 years’ apprenticeship as apprentice mechanic, and he will then be eligible to take the examinations prepared by the parity committee ;

(j) “automatic transmission mechanic” : any journeyman whose work primarily involves repairing automatic transmissions ;

(k) “specialized operator” : any employee who restores or retools motor vehicle parts or accessories without mounting these parts on the vehicle, when these parts are sold with a guarantee, the specialized operator may examine them once installed in the motor vehicle, when they have been returned because of defect ;

(l) “pump attendant” : any employee whose work primarily involves the sale of gasoline or lubricants, and surveillance of selfservice pumps. He may also perform other minor services such as checking the liquid level in batteries and radiators, cleaning windshields and checking tire pressure ;

(m) “trim man” : any journeyman whose main duty is to install safety belts ; perform minor welding ; perform minor paint touch-ups ; replace, adjust and put up window and seat regulators that are manually or electrically operated ; adjust and repair locks in general ; adjust the tops of convertible vehicles and repair the mechanism thereof ; locate and eliminate body noises ; locate and eliminate water and dust infiltration ; perform alignments on doors and windows ; install and align body mouldings ; adjust windows, doors, fenders, hoods and trunk doors ; install minor accessories on the vehicle required by the customer ; install or remove radios on vehicles ; remove or install the rear defroster ; remove the mirror control and remove the windshield wipers, etc. ;

(n) “alignment and suspension man” : any journeyman whose work primarily involves repairs concerning alignment and suspension of motor vehicles ;

(o) “serviceman” : any employee whose work consists primarily in performing one or several of the following duties :

- i. selling gasoline or lubricants and other products of the same kind ;
- ii. washing, lubricating or moving motor vehicles ;
- iii. changing or repairing tires ;
- iv. installing batteries, belts, hoses, windshield-wipers, head lights, filters, mufflers, shock absorbers, spark plugs and all minor motor vehicle accessories ;
- v. applying antirust compounds ;
- vi. selling articles listed in subparagraphs iii and iv ;
- vii. towing ;
- viii. giving break-down emergency services ;
- ix. transporting customers ;
- x. cleaning his employer’s establishment and the area around it ;

(p) “temporary employee” : any employee who is hired only as a pump attendant or serviceman for no more than 25 hours per week ;

(q) “regular hourly rate” : the hourly wage actually paid by the employer or the professional employer to the day-employee or the night-employee for work performed during standard working hours. Such wage rate shall never be inferior to the minimum hourly rate established by this Decree ;

(r) “motor vehicle” : the vehicle defined in the Highway Code (R.S.Q., c. C-24), except snowmobiles and motor-cycles.

## **2.00. Jurisdiction**

### **2.01. Industrial and professional jurisdictions :**

(1) The Decree applies to the following works :

- (a) repairing, modifying or inspecting motor vehicles, parts or accessories ;
- (b) dismantling motor vehicles in whole or in part ;
- (c) restoring, retooling and repairing, or any other work of the same kind, performed on parts, accessories or tires of motor vehicles as well as their installation on these vehicles ;

(d) selling gasoline or lubricants or any other product of the same type for motor vehicles ;

(e) washing polishing, cleaning or parking motor vehicles on a parking lot ;

(f) towing motor vehicles or giving breakdown service ; it also applies to selling parts, accessories and tires for motor vehicles to garages, service-stations or to other establishments whose activities are governed by the Decree.

(2) The Decree does not apply to :

(a) work under subsection 1 when performed exclusively for the personal needs or service of the employer or when performed exclusively on agricultural machinery ;

(b) vulcanizing.

**2.02. Territorial jurisdiction :** This Decree applies to the employees plying their trade and to the employers having their industry on the island of Montréal and the Island of St-Paul (commonly called Nun's Island), Île Jésus, Île Bizard, Île Perrot and the municipalities of Varennes, Boucherville, Longueuil, Saint-Lambert, Lemoyne, Brossard, Greenfield Park, Laflèche, Saint-Hubert, Laprairie, Candiac, Châteauguay, Châteauguay Centre, Delson, Saint-Constant, Sainte-Catherine d'Alexandrie, Dorion, Vaudreuil, Notre-Dame, the Indian Reservation of Caughnawaga.

### **3.00. Working hours**

**3.01.** The standard working hours in each establishment are those fixed one week in advance by the employer for one standard day of work.

**3.02.** For the apprentice, journeyman, wrecking mechanic, brake mechanic, automatic transmission mechanic, specialized operator, trim man, alignment and suspension man, the standard workweek consists of 42 ½ working hours scheduled from Monday to Friday.

**3.03.** For the parts man, the standard workweek consists of 42 ½ working hours scheduled from Monday to Friday.

**3.04.** For the car jockey, washer, pump attendant and serviceman, the standard workweek consists of 45 working hours scheduled from Monday to Saturday.

**3.05.** For the watchman, the standard workweek consists of 54 working hours scheduled over 6 days.

**3.06.** The employer may organize more than one work shift on the following conditions :

(a) the duration of the standard workweek is the same for each shift ;

(b) the employer grants the employee a 10-minute rest period with pay during the first half of his standard workday and another one during the second half ;

(c) the employer gives a prior notice to the parity committee about the setting up of every new work shift.

**3.07.** The employee may demand up to one hour off without wage to take his meal and no employer may leave an employee work for more than 5 hours between meals.

**3.08.** A 10-minute rest period with pay is granted to the employee each morning and afternoon, on the work premises.

**3.09.** An employee called upon to work in the morning or at the beginning of the first part of the hours scheduled for his shift by the employer, is paid for the number of hours scheduled for the morning or for the first part of the hours of his shift, provided he is present and available and accepts to perform any work which he may be required to do. This provision also applies to hours scheduled in the afternoon or in the second part of the hours of any shift.

**3.10.** An employee is considered as a night worker when the major part of the standard working hours of his shift are scheduled between 18 h and 7 h. The regular hourly rate shall then be increased by 0,25 \$ per hour.

**3.11.** The number of working hours during any week, for any employee subject to this Decree, shall never exceed 66 hours worked including overtime.

### **4.00. Overtime**

**4.01.** (1) Hours worked over and above the standard workday or workweek are paid at time and a half the standard hourly rate.

(2) For journeymen and apprentices whose major part of the hours of the standard workday are performed between 7 h to 18 h ; the hours performed between 18 h and 7 h are paid at time and a half the standard hourly rate.

**4.02.** Double time shall be paid for any work performed on Sundays.



**4.03.** Time and a half shall be paid for any work performed on a paid general holiday in addition to any holiday pay for this day.

**4.04.** For the serviceman, watchman, pump attendant, washer and car jockey, the employer may pay only the standard hourly rate for each hour worked on Sundays or on a paid general holiday, provided that in the 6 working days preceding or following the day in question, the employee has a holiday to make up for the lost holiday including the holiday pay for this day, if such is the case.

**4.05.** Work performed by a temporary employee on Sundays or during a paid general holiday are paid at the standard hourly rate for the first 9 hours and at time and a half for any further hours.

#### **5.00. Paid general holidays**

**5.01.** The following days are general holidays with pay notwithstanding the day of the week on which they fall : New Year's Day, Good Friday, Dollard Day, St. John the Baptist's Day, Canada Day, Labour Day, Thanksgiving Day and Christmas Day. The employer also grants each of his employees as general holidays with pay, either the day before or the day after Christmas Day and New Year's Day or ½-day before and ½-day after such days.

**5.02.** When 1 July falls on a Tuesday, the celebration of this holiday is changed to the preceding Monday and when it falls on a Thursday, the celebration is postponed to the following Friday. When the celebration of a holiday is established by proclamation of the Government of Canada or the Gouvernement du Québec authorities, the general holiday with pay is observed at the date thus established.

**5.03.** When an employer is bound by a special collective agreement, he may grant general holidays other than those provided in section 5.01, provided he grants his employees at least the same number of holidays.

**5.04.** To be entitled to a paid general holiday, an employee shall have worked the last working day which precedes the holiday and the first working day which follows, except if he is absent for serious reasons such as : the death of his father, mother, spouse or child or for illness certified by a doctor's certificate.

**5.05.** Any employee receives for each paid general holiday, a remuneration equal to a standard working day's pay.

For the serviceman, watchman, motor vehicle jockey, washer and pump attendant, the remuneration cannot be inferior to 8 times the standard hourly rate, for each holiday.

#### **6.00. Annual vacation with pay**

**6.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**6.02.** The employee who, on 1 May, has completed less than one year of continuous service with the same employer, has an annual vacation equivalent to as many days as he has months of service up to a maximum duration of 2 weeks. The pay for this vacation is 4% of the employee's earnings earned during the qualifying period.

**6.03.** The employee who, on 1 May, has completed one year of continuous service with the same employer, has a vacation for a minimal duration of 2 weeks. The pay for this vacation is 4% of the employee's earnings earned during the qualifying period.

**6.04.** The employee who, on 1 May, has completed 8 years of continuous service with the same employer, is entitled to a vacation for a minimum duration of 3 weeks. The pay for this vacation is 6% of the employee's earnings earned during the qualifying period.

**6.05.** The employee who, on 1 May, has completed 18 years of continuous service with the same employer, has a vacation for a minimum duration of 4 weeks. The pay for this vacation is 8% of the employee's earnings earned during the qualifying period.

**6.06. Fixing the vacation period :** Unless there exists a contrary agreement between an employee and his employer, the first and second weeks of the annual vacation are taken consecutively between 1 May and 1 November.

**6.07.** The pay for the annual vacation is paid before the employee's departure on vacation.

**6.08.** When an employee leaves his employment, he receives the vacation pay to which he is entitled for the period preceding 1 May, if not yet taken, in addition to the pay owing to him for the period since this date.

# **7.00. Wages**

## **7.01. Minimum wage rates are the following :**

	<i>Effective on 1 June 1980</i>
(a) journeyman :	
1 <sup>st</sup> class .....	7,50 \$
2 <sup>nd</sup> class .....	7,00
3 <sup>rd</sup> class .....	6,50
(b) apprentice :	
1 <sup>st</sup> six months .....	4,00
2 <sup>nd</sup> six months .....	4,50
2 <sup>nd</sup> year .....	5,00
3 <sup>rd</sup> year .....	5,75
(c) alignment and suspension man and automatic transmission mechanic :	
1 <sup>st</sup> year .....	6,50
2 <sup>nd</sup> year .....	6,85
(d) brake mechanic : .....	5,00
(e) wrecking mechanic : .....	4,75
(f) pump attendant : .....	3,95
employees under 18 years of age ...	3,65
(g) serviceman :	
1 <sup>st</sup> year .....	4,05
2 <sup>nd</sup> year .....	4,15
thereafter .....	4,40
temporary serviceman .....	3,95
(h) car jockey and watchman :	
1 <sup>st</sup> year .....	4,40
2 <sup>nd</sup> year .....	4,50
thereafter .....	4,90
employees under 18 years of age ...	3,65
(i) washer : .....	3,95
(j) counterman :	
Class A .....	5,55
Class B .....	5,15
Class C .....	4,85
Class D .....	4,55
(k) shipper and receiver :	
Class A .....	4,85
Class B .....	4,70
(l) truck driver and deliveryman :	
1 <sup>st</sup> year .....	4,55
2 <sup>nd</sup> year .....	4,80

(m) picker :	
1 <sup>st</sup> year .....	4,40
2 <sup>nd</sup> year .....	4,55
(n) trainee : .....	4,30
(o) specialized operators :	
employees in charge of the complete assembly or of completing motor as- sembly and in charge of the final test of the motor :	
internal combustion engineer .....	5,65
diesel engine .....	6,15
employees in charge of verifying, classifying and assembling parts of the motor or the transmission or parts of both .....	5,35
reboring and holing machine opera- tor .....	5,35
manifold, flywheel or other systems of the same nature, grinding machine operator .....	4,85
brake drum grinder, brake shoe and clutch rebuilders .....	4,85
employees in charge of dismantling, cleaning or washing motor parts and in charge of other work unlisted previously .....	4,80
specialized operator in training dur- ing the first 12 months .....	4,40
piston finishing, pin fitting and rod bearing machine operator .....	5,35.

**7.02.** Employees are paid in cash or by cheque in a sealed envelope once a week and no later than Friday. The following particulars shall appear on the pay envelope or on a separate earnings statement :

- (a) employee's first name and family name ;
- (b) date of payment and work period corresponding to such payment ;
- (c) number of standard working hours ;
- (d) number of overtime hours ;
- (e) employee's hourly wage rate ;
- (f) nature and amount of deductions made ;
- (g) amount of gross wages and amount of net take-home pay.

**7.03.** However, subject to the other provisions of this Division, and after having given notice thereof in writing to the parity committee, any employer may pay his employees every 15 days provided :

- (a) he utilizes a computerized data processing system ;
- (b) only part of his personnel is subject to this Decree.

**7.04.** Any employee regularly asked to occupy many jobs is paid at the highest wage rate applying to one of the said activities.

**7.05. Flat rate :** The employee's wage can be contractual. However, it shall be at least equivalent to the wage he would receive if it was calculated according to the minimum hourly rates provided for in the Decree.

**7.06.** Notwithstanding any other provision of the Decree, the employer pays an employee at least the minimum weekly wage which he would receive according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

**7.07.** For the purposes of this Decree, any understanding, agreement, or labour contract concluded between employer and employee is illegal and considered nul and void if the aforesaid provides for the payment of a commission, bonus or work premium, in addition to the basic wage or to replace the wage, unless the employer pays to the employee the minimum hourly rate provided for in the Decree before paying any such commission, bonus or work premium.

### **8.00. Miscellaneous provisions**

**8.01. Work accident :** When an employee is a victim of a work accident and is absent from work to receive treatments, the employer pays him for the hours lost that day.

If other treatments are necessary thereafter, and received during working hours, the employer pays for the lost wage up to 2 hours for each absence, if these hours are not covered by the Workmen's Compensation Act (R.S.Q., c. A-3).

**8.02. Uniforms :** The employer shall supply and have cleaned at his expense the uniforms and work clothing that he requires his employees to wear. However, uniforms remain the property of the employer.

**8.03. Superior provisions :** Any employee whose wage rate is higher than the rate stipulated in this Decree for his classification continues to receive this higher rate of wages, and no reduction in his wage rate may take place even though he may change his class.

**8.04. Rehiring :** If an employer dismisses an employee for any reason whatsoever and then rehires him in the

same classification within 6 months of the termination of employment, he pays to this employee at least the rate of wages which he was paying him at the moment the employee left his employment.

**8.05.** The only work provisions of the Decree applying to the temporary employee are contained in sections 3.07, 3.08, 3.10, 4.05, in Divisions 6.00 and 7.00, and in sections 8.01, 8.02, 8.03 and 8.04.

**8.06. Bereavement leave :** Any employee who has 3 months service with the same employer shall be entitled to 3 days' leave on the occasion of the death of his father, mother, spouse or child, and one day's leave, that is the funeral day, if such day is a working day on the occasion of the death of his father-in-law, mother-in-law, brother, or sister.

**8.07.** Such leave includes the funeral day and the days immediately preceding the funeral day. The employee shall suffer no loss in wage for any working day included in the said leave.

**8.08.** To be entitled to the said leave, the employee shall notify his employer, if possible, before the beginning of the regular working day on which he will be absent or at least 2 hours after the beginning of this day.

### **9.00. Parts and accessories section**

**9.01.** Trainees are classified in one of the classifications stipulated in section 7.01 after their first year of training and the employer advises the parity committee thereof in writing.

**9.02.** Countermen are classed A once they have completed 2 years as countermen Class B in the sale or distribution of automobile parts and accessories.

**9.03.** Countermen are classed B once they have completed 2 years as countermen Class C in the sale or distribution of automobile parts and accessories.

**9.04.** Countermen are classed C once they have completed 2 years as countermen Class D in the sale and distribution of automobile parts and accessories.

**9.05.** In conformity with section 9.01, any employee having terminated his training period and assigned to the counter, by his employer is considered as counterman Class D.

**9.06.** Shippers and receivers are classed B during the first 2 years he is assigned to this occupation ; they are classed A thereafter.

**10.00. Conditions of admission and qualification, and prorata of apprentices**

**10.01.** The duration of apprenticeship is 3 years. Upon his entry into the industry subject to this Decree, the apprentice shall register with the parity committee so that a record of his experience and of his various terms of apprenticeship can be made. No employer may hire an apprentice who has not complied with this provision.

**10.02.** To be admitted, the apprentice must have completed his 16 year of age and must have passed the aptitude and vocational guidance test required by the parity committee. Admission is subject to the final decision of the committee. An appeal from the committee's decision may be made to the Minister of Labour, Manpower and Income Security.

**10.03.** At the end of his apprenticeship, as well as at the end of each stage of apprenticeship, the apprentice must come before the board of examiners of the parity committee and sit for the examination required, either to qualify for the following stage of apprenticeship or to obtain his competency certificate, as the case may be.

**10.04.** At the end of their studies in the automobile section of a school of specialized training of the Ministère de l'Éducation, students receive an apprenticeship credit based on the number of years' study and their examination results.

**10.05.** A journeyman with a third or second class certificate may, once he has held this certificate for at least 12 months, sit for an examination to obtain a competency certificate in the next higher class.

**10.06.** For each trade in which an employer employs journeymen, first and second class, this employer shall be entitled to accept a maximum of 2 apprentices per 3 journeymen of first or second class. If there is but one or 2 journeymen, first or second class in a trade, the employer shall be entitled to hire 1 apprentice in this trade.

Apprentices work the same hours and in the same building as journeymen.

**11.00. Term of Decree**

**11.01.** This Decree remains in force for one year starting from 23 October 1974.

**11.02.** It shall automatically renew itself from year to year thereafter, unless one of the contracting parties gives the Minister of Labour, Manpower and Income Security and any other contracting party a written notice to the contrary between the sixtieth and the thirtieth day preceding the expiry date of this Decree or of any renewal thereof.

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O.C. 184-50, (1950) 82 O.G., 622  
 O.C. 225(A)-50, (1950) 82 O.G., 761  
 O.C. 735(B)-51, (1951) 83 O.G., 2020  
 O.C. 894(G)-51, (1951) 83 O.G., 2359  
 O.C. 347(A)-52, (1952) 84 O.G., 955  
 O.C. 620(A)-53, (1953) 85 O.G., 1808  
 O.C. 601(F)-54, (1954) 86 O.G., 2012  
 O.C. 1067(B)-54, (1954) 86 O.G., 3394  
 O.C. 121(A)-56, (1956) 88 O.G., 1001  
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 O.C. 576(H)-64, (1964) 96 O.G., 1901  
 O.C. 93(B)-65, (1965) 97 O.G., 483  
 O.C. 781(A)-65, (1965) 97 O.G., 2360  
 O.C. 1766(F)-65, (1965) 97 O.G., 4936  
 O.C. 1932(B)-65, (1965) 97 O.G., 5352  
 O.C. 2189(D)-65, (1965) 97 O.G., 5918  
 O.C. 407(D)-66, (1966) 98 O.G., 1730  
 O.C. 1794-66, (1966) 98 O.G., 5449  
 O.C. 1911-67, (1967) 99 O.G., 4662  
 O.C. 4128-70, (1970) 102 O.G., 6599 and (1971) 103 O.G., 4583  
 O.C. 2866-71, (1971) 103 O.G., 6471  
 O.C. 3956-72, (1973) 105 O.G. II, 42  
 O.C. 667-73, (1973) 105 O.G. II, 457  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 3563-74, (1974) 106 O.G. II, 4415 and 4751  
 O.C. 691-77, (1977) 109 O.G. II, 1165  
 O.C. 858-78, (1978) 110 G.O., 1263  
 O.C. 634-80, (1980) 112 G.O. II, 1279 and (1981) 113 G.O. II, 892  
 O.C. 885-81, (1981) 113 G.O. II, 1125



c. D-2, r.47

## Decree respecting garage employees in the Ouest québécois region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to make binding the collective labour agreement entered into between :

on the one part :

*L'Association des Marchands d'Automobile du Nord-Ouest Québécois, section Rouyn-Noranda ;*

*L'Association des services de l'Automobile, section Rouyn-Noranda ;*

and, on the other part :

The United Steel Workers of America, local 15469 ;

for the employers and the employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 13 November 1965 ;

WHEREAS the said agreement has acquired a preponderant importance and significance for the laying down of employment conditions in the trades and occupations concerned and in the territorial jurisdiction outlined in the said petition ;

WHEREAS the Act concerning the publication of notices has been duly observed ;

WHEREAS the objections raised were duly considered in accordance with the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees with however, the following new provisions replacing the conditions mentioned in the *Québec Official Gazette* of 13 November 1965.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) “apprentice” : any employee who learns one of the trades for which the parity committee issues a qualification certificate ;

(b) “artisan” : anyone who works on his own account, alone or in partnership, and who carries out for others any work governed by this Decree ;

(c) “parts man” : any employee whose main duties consist in the handling, receiving, shipping, classifying or selling of parts, accessories or tires for motor vehicles ;

(d) “messenger” : any employee whose main duties consist in the delivery and transport of parts, accessories or tires for motor vehicles with a motor vehicle entrusted to his care and who helps the parts man ;

(e) “journeyman” : any employee whose main duties consist in the maintenance, testing, verifying, repairing, modifying or other work of the same kind, necessary or useful to the good functioning of motor vehicles and who has been qualified by the parity committee for one or several of the following trades relating to the automobile industry : body worker, painter, machinist, mechanic, welder, radiator specialist, engine tuning specialist, automatic gear-box specialist, suspension specialist, differential specialist, frame specialist ;

(f) “dismantler” : any employee whose main duties consist in dismantling motor vehicles for the purposes of selling, repairing or storing the parts ;

(g) “grade” : period during which a permanent employee completes one year's experience and a temporary employee 2 000 hours' experience in one of the classes of employment provided for in this Decree ;

(h) “pump attendant” : any employee whose main duties consist in selling gasoline and lubricants, washing motor vehicles, watching the pumps in the self-service stations, and also in checking batteries, installing and selling batteries, cleaning windshields and any other work of the same kind ;

(i) “serviceman” : any employee whose main work consists in :

- i. selling gasoline or lubricants ;

- ii. washing, greasing or driving motor vehicles ;
- iii. installing or repairing tires ;
- iv. installing batteries, belts, hoses, windshield wipers, headlights, filters, mufflers or other parts and accessories of the same kind ;
- v. applying anti-rust compounds ;
- vi. selling items mentioned in subparagraphs iii and iv ;
- vii. performing towing services ;
- viii. giving break-down services ;
- ix. transporting clients ;
- x. cleaning his employer's establishment and the area where it is located ;

(j) "temporary employee" : the messenger, pump attendant or serviceman hired for a maximum of 30 hours per week ;

(k) "motor vehicle" : any vehicle as defined in the Highway Code (R.S.Q., c. C-24).

## **2.00. Jurisdiction**

**2.01. Industrial jurisdiction :** This Decree applies to the following work :

- (a) repairing, modifying or checking motor vehicles, their parts or accessories ;
- (b) dismantling motor vehicles in whole or in parts ;
- (c) overhauling, renewing and repairing or any work of the same kind performed on parts, accessories or tires for motor vehicles and their installation on these vehicles ;
- (d) selling gasoline, lubricants or any other product of the same kind for motor vehicles ;
- (e) washing, polishing or cleaning motor vehicles ;
- (f) giving towing or break-down services ;
- (g) selling parts, accessories or tires for motor vehicles.

**2.02.** This Decree does not apply to :

- (a) work listed in section 2.01 when performed exclusively for the employer's service or needs ;

(b) work listed in section 2.01 when performed on agricultural equipment ;

(c) work consisting in making or manufacturing parts or accessories for motor vehicles ;

(d) vulcanizing.

**2.03. Territorial jurisdiction :** This Decree applies to the electoral districts of Rouyn-Noranda and Abitibi-Ouest as defined in the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4).

## **3.00. Hours of work**

**3.01.** The regular workweek for the journeyman, apprentice and parts man is 44 hours. The regular workday shall not exceed 9 hours.

Except for the parts man, the hours of the regular workweek are scheduled from 8 h to 18 h from Monday to Thursday and from 8 h to 17 h on Friday.

The employer may set up a second work shift after having notified the parity committee at least 7 days in advance. The standard hours for this shift are from 17 h to 21 h 30 and from 22 h to 2 h 30. Any employee working on this shift is entitled to 0,35 \$ per hour as a premium.

**3.02.** The standard workweek for the serviceman, the pump attendant and the messenger is 44 hours, scheduled over 5½ days.

The regular workday shall be 9 hours maximum scheduled from 7 h to 22 h or from 22 h to 7 h, but in the latter case, the employee shall receive a premium of 0,35 \$ per hour.

The employee governed by this section is entitled to 1½ consecutive days off and this weekly holiday shall include Sunday at least every second week.

**3.03.** Any employee who is required to perform repair work outside the municipality limits where his employer's garage is located, shall be repaid for all expenses incurred.

**3.04.** Any employee shall be granted a 15-minute rest period with pay in the middle of every half day of work,

and a 5-minute period with pay at the end of the working day to wash up.

Any employee may also require up to one hour of rest without pay for his meal.

#### **4.00. Overtime hours**

**4.01.** Time and a half shall be paid for hours worked over and above regular hours or on a holiday.

**4.02.** Double time shall be paid for hours worked during the weekly rest of the employee, except on Saturday for the journeyman.

**4.03.** When an employee works for more than 12 consecutive overtime hours, he shall receive double time his regular rate as of the thirteenth overtime hour.

**4.04.** For each run made outside of the regular hours of work, the tow-truck driver is entitled to 40% of the customer's bill instead of the amount he is entitled to for the overtime hours provided for in the preceding sections.

#### **5.00. Call-back and call-in pay**

**5.01.** Any employee called back to work after he has left the work premises receives a wage at least equal to 3 hours at his standard hourly rate.

In the case of an act of God such as : fire, thunder storm, hurricane or electric failure that obliges the employer to close a department or his establishment, a maximum of 4 hours is paid, in addition to hours worked.

#### **6.00. General holidays with pay**

**6.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** General holidays with pay are as follows : New year's Day, 2 January, Easter Monday, Dollard's Day or the Queen's Birthday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**6.03.** When a general holiday with pay falls on a Saturday or a Sunday, it is postponed to the first following working day.

When an employee works on one of the days listed in section 6.02, in addition to paying him the wage corresponding to the work performed, the employer grants him

an extra holiday to be taken within the 3 weeks preceding or following this day.

**6.04.** Except for St. John the Baptist's Day, the pay for a holiday is equal to the product of the number of hours comprised in the standard workday of the employee multiplied by his hourly wage.

**6.05.** To be entitled to the general holidays with pay provided for in section 6.02, the employee shall have completed 2 months of continuous service and be present at work the day preceding and the day following the general holiday with pay. This section also applies to the employee who is absent the day preceding or the day following the general holiday with pay, with a valid reason.

**6.06.** The employer may grant his employees additional general holidays with pay than those mentioned in sections 6.01 and 6.02.

**6.07.** In the case of the National Holiday, the entitlement to the holiday pay shall conform to the National Holiday Act (R.S.Q., c. F-1.1).

#### **7.00. Annual vacation with pay**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** Any employee who, on 1 May, has less than one year's continuous service with the same employer, shall receive as many days of vacation as he has months of service for a maximum duration of 2 weeks. Vacation pay equals 4% of the employee's wages earned during the qualifying period.

**7.03.** Any employee who, on 1 May, has one year's continuous service with the same employer, shall receive a minimum of 2 weeks' vacation. Vacation pay equals 4% of the employee's wages earned during the qualifying period.

**7.04.** The employee who, on 1 May, has 7 years of continuous service with the same employer, shall receive a minimum of 3 weeks' vacation. Vacation pay equals 6% of the employee's wages earned during the qualifying period.

**7.05.** The employee who, on 1 May, has 16 years of continuous service with the same employer, receives a minimum of 4 weeks vacation. The vacation pay is 8% of the employee's wages during the qualifying period.

**7.06.** Unless otherwise agreed upon by the employee and the employer, the annual vacation with pay shall be taken between 1 May and 30 November.

**7.07.** The employer shall give the employee his vacation pay before he leaves on vacation.

**7.08.** Any employee who leaves his employment shall receive his vacation pay acquired before the preceding 1 May, if not taken, in addition to the pay due to him for the period elapsed since that date.

**7.09.** The annual vacation exceeding one week may be divided, if the employee so requests.

**7.10.** When a general holiday with pay falls during the annual vacation of an employee, he is entitled to one additional holiday.

**7.11.** Any employee working in a commercial establishment subject to the Act respecting commercial establishments business hours (R.S.Q., c. H-2), shall receive an additional pay equal to 4% of his wages earned during the qualifying period.

However, when the employer grants his employee, during the whole qualifying period, as many holidays as provided for in Division 6.00 according to the provisions of section 6.03, he shall not be bound to give him the said additional pay.

If the general holidays with pay are not those mentioned in section 6.02, the employer shall advise the parity committee in May, each year.

## **8.00. Special leave**

**8.01.** (1) The employee may be absent from work for 3 days, without a loss in wages, on the occasion of the death or funeral of a child, the person to whom he is married or with whom he lives maritally within the meaning of subparagraph *b* of paragraph 3 of section 1 of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), his father, mother, father-in-law or mother-in-law. The employee may also be absent for one other day on this occasion, but without wages.

(2) The employee may be absent from work for one day, without a loss in wages, on the occasion of the death or funeral of a brother or sister, and may also be absent from work for 3 other days on this occasion, but without wages.

(3) The employee is also entitled to one day with pay on his wedding day. He may also be absent, without pay, on the wedding day of one of his children.

(4) The employee is entitled to one day with pay and one day without pay, on the occasion of the birth or adoption of a child.

**8.02.** To be entitled to this leave, the employee shall advise his employer if possible before the beginning of the regular working day during which he is to be absent, or at least 2 hours following the beginning of that day.

**8.03.** The employee shall not be entitled to this leave if the death occurs during his annual vacation.

## **9.00. Wages**

**9.01.** Minimum hourly wages are the following :

As of 31 July 1982		
<hr/>		
1. Journeyman :		
Class A . . . . .	9,10 \$	10,06 \$
Class B . . . . .	8,61	9,53
Class C . . . . .	7,68	8,94
<hr/>		
2. Apprentice :		
1 <sup>st</sup> year . . . . .	5,75 \$	6,44 \$
2 <sup>nd</sup> year . . . . .	5,89	6,60
3 <sup>rd</sup> year . . . . .	6,08	6,81
4 <sup>th</sup> year . . . . .	6,59	7,38
<hr/>		
3. Parts man :		
beginner . . . . .	5,44 \$	6,09 \$
after 12 months . . . . .	5,58	6,25
after 24 months . . . . .	5,77	6,46
after 36 months . . . . .	6,26	7,01
after 60 months (2 <sup>nd</sup> class) . . . . .	7,28	8,15
after 7 years (1 <sup>st</sup> class) . . . . .	8,17	9,15



4. Serviceman and messenger :

beginner . . . . .	4,95 \$	5,54 \$
after 12 months . . . . .	5,23	5,86
after 24 months . . . . .	5,52	6,18
after 36 months . . . . .	5,69	6,37
after 48 months . . . . .	5,92	6,63

5. Tire and spring specialist (on truck):

beginner . . . . .	5,38 \$	6,03 \$
after 12 months . . . . .	5,52	6,18
after 24 months . . . . .	5,77	6,46
after 36 months . . . . .	6,22	6,97
after 60 months . . . . .	6,47	7,25
after 72 months . . . . .	6,77	7,58
after 84 months . . . . .	7,06	7,91

6. Pump attendant . . . . . 4,00 \$ 4,25 \$.

**9.02.** Wages are paid in cash in a sealed envelope or by cheque or bank transfer, at regular intervals not exceeding 16 days. The employer shall remit to the employee, at the same time as his wages, an earnings statement on which appear the following particulars :

- (a) employer's name ;
- (b) employee's complete name ;
- (c) identification of the employee's classification ;
- (d) date of payment and work period corresponding to payment ;
- (e) number of hours paid at the standard rate ;
- (f) number of overtime hours paid at the applicable increase ;
- (g) nature and amount of premiums, indemnities, allowances or commissions paid ;
- (h) wage rate ;
- (i) amount or gross wages ;
- (j) nature and amount of deductions made ;
- (k) amount of net wages paid to the employee.

**9.03. Guaranteed pay :** Any employee who comes to work without having been advised that his services are not

required shall receive a wage at least equal to his regular working day.

When an employee leaves too soon or is late for work, his wage shall be reduced as much.

**9.04. Work in a lower category :** The employer may give any employee in his establishment duties paid at a rate lower than that he receives for his class of employment, on the condition that he does not reduce the employee's wage. This section does not apply if the transfer is made at the employee's request.

**9.05. Flat rate :** Any employee may be paid according to a contract rate. However, his wage shall be at least equal to the wage that he would receive if he were paid according to the minimum hourly rates of the Decree during the hours he works by contract.

**9.06.** Notwithstanding any other provision of the Decree, the employee's weekly wage is equal or superior to that provided for in the Regulation respecting labour standards (c. N-1.1, r.3), or in any further regulation that could amend or replace it.

**10.00. Miscellaneous provisions**

**10.01.** When an employer obliges an employee to wear a uniform, he shall not make any deduction from the minimum wage to buy, use or clean this uniform.

**10.02.** Any employer shall not have a temporary employee work more than 30 hours per week, except in exceptional cases.

Moreover, the only provisions of this Decree applying to the temporary employee are the following :

- (a) Divisions 1.00, 2.00, 10.00 and 11.00 ;
- (b) sections 7.01, 7.02, 7.03, 7.06, 7.07, 7.08, 7.09, 7.10, 7.12, 9.01, 9.02 and 9.06.

**11.00. Term of the Decree**

**11.01.** The Decree remains in force until 1 June 1980. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during April of 1980 or of any other subsequent year.

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O.C. 159-66, (1966) 98 O.G., 1010  
O.C. 23-67, (1967) 99 O.G., 1020  
O.C. 1736-69, (1969) 101 O.G., 3647  
O.C. 4408-71, (1972) 104 O.G., 67  
O.C. 817-72, (1972) 104 O.G., 3070  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 244-76, (1976) 108 O.G.II, 1423 and (1981) 113 G.O.II, 2865  
O.C. 3884-78, (1979) 111 G.O., 433  
O.C. 3269-81, (1981) 113 G.O.II, 3999



c. D-2, r.48

## Decree respecting garage employees in the Québec region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des marchands d'automobiles de Québec Inc. ;*

*L'Association des Marchands d'Automobiles de Beauce et Dorchester ;*

*La Fédération des garagistes et détaillants d'essence du Québec ;*

*L'Association des industries de l'automobile du Canada, section de Québec Inc. ;*

and, on the other part :

*Le Syndicat national des employés de garages de Québec, Inc. ;*

*Le Syndicat des employés de garages de Beauce ;*

for the employers and the employees of the trades and occupations concerned, according to the conditions described in the *Québec Official Gazette* of 10 June 1961 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades, occupations and commerce concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been duly considered as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act respecting collective agreement decrees, with, however,

the following amendments and new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 10 June 1961.

### PART I GENERAL PROVISIONS APPLYING TO ALL ESTABLISHMENTS GOVERNED

#### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(1) "apprentice" : an employee who is learning one of the trades governed by this Decree.

However, in order to be entitled to the employment conditions and wages of his trade, the apprentice must perform the work corresponding thereto according to the requirements of the parity committee ;

(2) "artisan" : any person who performs, alone or in partnership, any work governed by this Decree for his own benefit.

Any person considered as an artisan shall have a journeyman's certificate for the trade he plies in his establishment and, if necessary, he shall sit for the pertinent examinations required by the parity committee ;

(3) "machine shop" : an establishment or part of a specialized establishment excluding any other work governed by this Decree, where motors and various other motor vehicle parts and components are rebuilt, reconditioned, repaired and adjusted without being installed on the vehicle itself ;

(4) "warehouse clerk" : an employee whose main work consists in receiving, storing, shipping and packing merchandise and who does not usually do counter sales work ;

(5) "journeyman" : an employee who has completed apprenticeship in one of the trades governed by this Decree, and who has the required skill to ply such trade and has successfully passed the required examination.

However, in order to be entitled to employment conditions and wages set forth in this Decree, he shall do the work of his trade on a full-time or part-time basis ;

(6) "messenger" : an employee whose main work consists in delivering and transporting parts or accessories for motor vehicles ;

(7) “office employee” : an employee who does clerical work ; verification, accounting, cashier’s work, filing of documents, correspondance, inventory and cardex ; he registers working hours of the personnel and hours devoted to repairs ;

(8) “appraiser” : an employee whose main work consists in evaluating or estimating the damage substaigned by a motor vehicle.

However, this term does not include the employee who evaluate used motor vehicles to determine their trade-in value ;

(9) “garage” : a place where motor vehicles are stored, altered, repaired or demolished and any other place where work is performed on motor vehicles or parts thereof ;

(10) “municipal garage” : a garage that is the property of a municipal corporation ;

(11) “private garage” : any garage other than a private garage of a construction or civil engineering firm where the employee restricts his work to motor vehicles belonging to the person, partnership or company for which he works ;

(12) “greaser” : an employee whose main work consists in greasing motor vehicles or changing the oil ;

(13) “standard working hours” : the working hours included in the standard day or week ;

(14) “washer” : an employee whose main work consists in washing, cleaning or wiping motor vehicles.

However, an employee working in an establishment where washing is done by means of an automatic or conveyor system is considered as a pump attendant ;

(15) “parts cleaner” : an employee whose main work consists in washing, cleaning or wiping parts of motor vehicles, once they are dismantled from the vehicle ;

(16) “pump attendant” : an employee whose work consists exclusively in selling gasoline and lubricants, in watching fuel pumps in self-service stations and in giving customers regular services such as checking air pressure in tires and the level of liquid in the battery ;

(17) “gasoline station” : any mobile or stationary establishment where only motor vehicle gasoline and lubricants are sold, whether such place is operated by a proprietor, a lessee or any other person on commission, as a main concern or as an accessory thereto ;

(18) “wholesale accessories and parts shop” : any manufacturer’s agent or dealer who sells new or used motor vehicle parts or accessories, new or used equipment and garage equipment parts mainly on a wholesale basis ;

(19) “retail accessories and parts shop” : any manufacturer, manufacturer’s agent or dealer who sells on a retail basis, new or used motor vehicle parts or accessories necessary to the working of a motor vehicle ;

(20) “head clerk” : an employee who, in the parts department, besides carrying out his work as a parts man, supervises to some extent and has some responsibility in the operation of the said department ;

(21) “undercoater” : an employee whose main work consists in applying undercoating to motor vehicles ;

(22) “parts man” or “parts clerk” : an automobile parts and accessories salesman, working inside the establishment : he may also receive, ship and label merchandise ;

(23) “serviceman” : an employee who performs a part or all of the work mentioned in paragraph 24 and who generally works inside a garage ;

(24) “service-station attendant” : an employee who sells gasoline or lubricants, greases, washes or drives motor vehicles, looks after the cleaning and heating of the establishment, changes or repairs tires or tubes, changes batteries, fan and generator belts, hoses, windshield wipers, lights, filters, and performs any other similar work. He also sells such parts, provides emergency breakdown and towing services and does maintenance work on the premises. He uses a motor vehicle to drive persons to and from the establishment. He may also dismantle certain parts except those in the steering, the front wheel suspension and the brake system. However, he may not replace or adjust the parts that he dismantles ;

(25) “temporary service-station attendant” or “temporary pump attendant” : the service station attendant and the pump attendant who work less than 25 hours per week ;

(26) “continuous service” : the period during which the employee is bound to his employer by a labour contract, even if the carrying out of the said period has been interrupted without the said contract being cancelled or without the employee being dismissed. Continuous service shall not be considered as being interrupted by sick leave,

if the contract has not been cancelled, by days during which the employer's establishment is closed, days of the annual vacation, the term of notice and authorized absences ;

(27) "service station" : a place where gasoline, lubricants and antifreeze are sold, motor vehicles are lubricated and washed, tires are changed and repaired ; fan and generator belts, batteries, hoses, windshield wipers, lights, filters and other similar secondary parts are changed and sold ; emergency break-down service and towing is provided.

However, if a service station does work or engages in business in connection with motor vehicles other than that mentioned in this paragraph, the establishment where the work is performed is considered as a public garage insofar as such work is concerned ;

(28) "regular wage rate" : the wage rates stipulated in this Decree for each occupation ;

(29) "scrapping yard" : a place where motor vehicles or some of their component parts are dismantled for storage, repair, scrap or use on other motor vehicles ;

(30) "parking lot" : a place reserved for the parking or storing of motor vehicles ;

(31) "motor vehicle" : a vehicle driven by a power other than muscular force and adapted to transportation on public roads but not on rails ;

(32) "service salesman" : an employee who receives customers, sees to the distribution and coordination of work, writes down motor vehicle work orders and in general, ensures customers service.

## **2.00. Wages**

**2.01.** Any work covered by this Decree is paid.

**2.02.** When the employee agrees to it, the employer can give him work by contract on the following conditions :

(a) the wage for the work to be performed is given to the employee before the work begins ;

(b) the lump sum cannot be less than the amount that the employee would receive according to the standard hourly rate of his occupation.

**2.03.** The employer pays his employees each week, on Thursday.

However, the first paragraph does not apply to employers who utilize a different period because of a mechanized payroll system. In such a case, the employer advises the parity committee of the method used for paying wages.

**2.04.** The employee receives his wage in cash or by cheque in a sealed envelope. The following particulars appear on the pay envelope or on a separate earnings statement :

(a) employee's family and first names ;

(b) date of payment and work period corresponding to payment ;

(c) number of standard working hours ;

(d) number of overtime hours ;

(e) employee's wage rate ;

(f) nature and amount of deductions made ;

(g) amount of gross wage ;

(h) amount of net take-home pay.

**2.05.** Notwithstanding any other provision of this Decree, the employee's weekly wage shall not be inferior to that which he would receive if he were paid according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

## **3.00. Term of notice**

**3.01.** For the establishments governed by Part IV, any employer who wants to put an end to the employment of a given employee shall give one week's notice. If the employer does not give one week's notice, such employee may claim the equivalent regular wages for one regular workweek. Likewise, when an employee wishes to quit his employment, he shall give one week's notice to his employer unless otherwise agreed with the said employer.

## **4.00. Apprenticeship regulation**

**4.01.** To be admitted to the apprenticeship of any of the automobile trades, one must be 16 years of age and have education equivalent to Grade 9 schooling.

**4.02.** The apprenticeship period for any automobile trade shall not exceed 4 years.

**4.03.** All apprentices shall obtain an apprenticeship card from the parity committee before they may ply any trade governed by this Decree. They shall follow compul-

sory theoretical courses for each year of apprenticeship in a school recognized by the parity committee.

## PART II QUÉBEC REGION

### 5.00. Jurisdiction

**5.01.** This part applies to the electoral districts of Jean-Talon, Louis-Hébert, Saint-Sauveur, Limoilou, Chauveau, Montmorency and Lévis as defined in the Territorial Division Act before its amendments of 21 December 1972 (S.Q., 1972, c. 4) and also to the municipalities of Ville Val Bélair and Shannon.

**5.02. Exceptions :** This Part does not apply to :

- (a) private and municipal garages ;
- (b) shops where agricultural machinery exclusively is assembled, repaired or sold ;
- (c) employees working as telephone operators, night watchmen and men and women doing janitorial work ;
- (d) shops and parts stores of establishments engaged exclusively in the sale, repair and maintenance of industrial machinery ;
- (e) parking lots, when they do not service motor vehicles.

### 6.00. Industrial jurisdiction

**6.01.** This Part applies to garages, scrapping yards, service stations, gasoline stations, car washes, parking lots, wholesale or retail accessories and parts shops, establishments where undercoating is applied and vulcanizing and retreading shops where wheels are aligned and balanced and where mechanical, electrical and body work, or any other of the trades governed by this Decree, are performed.

### 7.00. Hours of work

**7.01.** For journeymen and their apprentices, for greasers, undercoaters, washers and messengers, the standard workweek consists of 42 ½ hours scheduled from Monday through Friday.

The standard working day consists of 8 ½ hours scheduled between 8 h and 17 h 30.

One continuous hour off is granted for the noon meal.

The employer may not compel an employee to work more than 6 hours between each meal.

**7.02.** For servicemen, the standard workweek consists of 45 hours scheduled from Monday through Saturday.

The standard working day consists of 8 ½ hours scheduled between 7 h and 19 h with one continuous hour off for the noon meal.

When servicemen do not work on Saturday, the standard working day is scheduled over 9 hours.

The employer may not compel a serviceman to work more than 6 hours between each meal.

**7.03.** For service station attendants and pump attendants, the standard workweek consists of 45 hours scheduled over a maximum of 6 days.

The standard working day consists of 9 hours. Any employee may demand up to one hour off without pay to take his meal.

The employer may not compel service station attendants and pump attendants to work more than 6 hours between meals.

This section does not apply to employees engaged as temporary service station attendants or temporary pump attendants.

**7.04.** For service salesmen and appraisers, the standard workweek consists of 42 ½ hours scheduled from Monday through Friday.

The standard working day consists of 8 ½ hours scheduled between 7 h 45 and 17 h 45. Any employee may demand up to 1 ½ hours off without pay to take his meal.

**7.05.** For parts men and warehouse clerks, the standard workweek consists of 40 hours.

The standard working day consists of 8 hours.

For warehouse clerks, the hours of the standard workweek are scheduled from Monday through Friday between 8 h and 18 h.

For parts men, the standard working day consists of 8 hours and the standard workweek is scheduled from Monday through Friday.

Any employee may demand up to 1 ½ hours off without pay to take his meal.

**7.06.** For office employees, the standard workweek consists of 38¾ hours scheduled from Monday through Friday.

The standard working day consists of 7¾ hours scheduled between 8 h 30 and 17 h 45.

Any employee may demand up to 1 ½ hours off without pay to take his meal.

**7.07.** The employer may set up a second shift on the following conditions :

(a) the standard working day consists of 8 ½ hours scheduled from Monday afternoon to Saturday morning between 17 h 30 and 3 h ;

(b) provided he sends a prior notice to the parity committee, the employer may set up the second shift as follows :

- i. the standard workweek consists of 42 ½ hours ;
- ii. from Monday through Thursday, the standard working day consists of 9 hours scheduled between 17 h 30 and 3 h 30 ;
- iii. on Friday, the standard working day consists of 6 ½ hours scheduled between 17 h 30 and 0 h ;

(c) he shall grant at least ½ hour off without pay for the meal, except on Friday in the case provided for in paragraph b ;

(d) he shall grant a 10% shift differential based on the regular rate ;

(e) in the case of shifts worked alternatively, he is not bound to grant serviceman the 10% shift differential.

**7.08.** The employer may set up a third shift on the following conditions :

(a) he must send a prior notice to the parity committee ;

(b) he must respect the schedule of the standard working day provided in this division for the first and second shifts ;

(c) he must grant an 11% shift differential based on the regular rate to employees of the third shift ;

(d) he must grant at least ½ hour off without pay for the meal ;

(e) in the case of shifts worked alternatively, he shall not be bound to grant serviceman the shift differential.

**7.09.** Sections 7.07 and 7.08 do not apply to service station attendants and pump attendants.

**7.10.** All employees not mentioned in this Division shall have a standard workweek of 45 hours.

**7.11.** Except for temporary service station attendants and temporary pump attendants, any employee paid on an hourly basis receives a minimum weekly wage correspond-

ing to the standard week provided for his occupation in this Decree.

However, this guaranteed weekly wage shall not exceed the weekly wage paid for a 40-hour week.

However, any time during which an employee is absent from work or late for work in any week reduces the amount of the guaranteed weekly wages proportionately.

**7.12.** When the employer is forced to close his establishment because of a snowstorm, he shall pay the employee who is at work the full remuneration for the rest of the day, unless he has informed him before the beginning of his work day not to report to work.

## **8.00. Overtime hours**

**8.01.** Any work performed outside standard working hours or over and above the standard workweek is remunerated at the rate of time and a half.

**8.02.** Except for service station attendants and pump attendants, any overtime worked on Sunday and on the general holidays provided for in sections 9.01 and 9.07 is paid at double time the regular rate.

**8.03.** Any work performed over and above six hours of overtime during the 24-hour period which begins at the same time as the standard working day is remunerated at double time rates. These rates shall apply until the employee has been given 8 consecutive hours of rest.

## **9.00. General holidays**

**9.01.** The following days are general holidays : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Thanksgiving Day, 24 December, Christmas Day and 26 December.

**9.02.** Unless he benefits from an authorized absence, any employee who has worked the entire working day immediately preceding or following the general holidays with pay listed in sections 9.01 and 9.07, receives for any such general holiday, whenever it falls on a working day, an amount equal to his earnings for one standard day of work.

**9.03.** If 2 January and 26 December fall on a day off, they shall be postponed to the first working day following such paid general holidays.

**9.04.** For pump attendants and service station attendants, the employer may postpone a general holiday with pay to any working day within 30 days following the said general holiday with pay.

**9.05.** This Division does not apply to temporary service station attendants and temporary pump attendants.

**9.06.** Any employee working on a shift other than the day shift is entitled to the same benefits as the day shift respecting general holidays with pay.

**9.07.** For all employees, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

#### **10.00. Annual vacation**

**10.01. Qualifying period :** The period during which an employee gradually acquires entitlement to the complete annual vacation with pay extends from 1 May of the preceding year to 30 April of the current year.

**10.02. Entitlement to annual vacation with pay :** Any employee who, on 1 May of the current year, has less than one year's continuous service is entitled to a vacation with pay consisting of at least as many days' vacation as the number of months of continuous service he has completed during the qualifying period, however, this vacation shall not exceed 2 weeks.

**10.03.** Any employee who, on 1 May of the current year, has one year's continuous service is entitled to at least 2 weeks' vacation.

**10.04.** Any employee who, on 1 May of the current year, has 8 years' continuous service is entitled to at least 3 weeks' vacation.

**10.05.** Any employee who, on 1 May of the current year, has 20 years' continuous service is entitled to at least 4 weeks' vacation.

**10.06.** The employee who is entitled to at least 3 weeks of vacation may request that 2 of these weeks be granted consecutively.

**10.07. Vacation pay :** An employee entitled to less than 2 weeks' annual vacation with pay receives vacation pay equal to 4% of his earnings during the qualifying period.

Any employee entitled to 2, 3 or 4 weeks of annual vacation with pay receives vacation pay calculated as follows : the basic hourly rate multiplied by the number of working

hours in his standard workweek multiplied by the number of weeks of vacation.

However, if the employee has been absent from work for 3 months or more during a year, he is entitled only to 4%, 6% or 8% of the wages he has earned during his standard working hours.

**10.08.** If a general holiday provided for in sections 9.01 and 9.07 falls during the employee's annual vacation he is entitled, upon his return, to the holiday pay provided for such general holiday.

**10.09.** The employee shall be given his vacation pay by his employer before leaving on vacation.

**10.10.** Any employee who terminates his employment of his own free will or who is dismissed for a good reason receives upon severance an indemnity as compensation for the vacation to which he has become entitled during the preceding qualifying period and that he has not taken, plus 4%, 6% or 8% of his earnings during the current qualifying period.

#### **11.00. Term of notice**

**11.01.** Any employer who wishes to terminate the employment of any employee shall give one week's written notice to this effect or the equivalent in wages for one standard workweek.

**11.02.** An employee who wishes to quit his employment shall give one week's notice to his employer, unless otherwise agreed with the said employer.

**11.03.** Section 11.01 does not apply to an employee who is dismissed for a good reason or an employee who has not been in the employer's service for at least 3 months, or at least 6 months for apprentices, servicemen, service station attendants, pump attendants and temporary employees.

#### **12.00. Wages and classification of occupations**

**12.01.** The minimum wage rates for the occupations covered by this Part are the following :

(a) journeyman : mechanic, mechanic-diesel, welder, electrician, machinist, body worker, wheel aligner, gear box specialist, painter, upholsterer, bodyman :

Class A	8,40 \$
Class A/B	7,90
Class B	7,72
Class C	7,47



(b) apprentice :	
4 <sup>th</sup> year	6,20 \$
3 <sup>rd</sup> year	5,83
2 <sup>nd</sup> year	5,38
1 <sup>st</sup> year	5,03
(c) greaser and undercoater	6,63
(d) washer, messenger	5,52
(e) warehouse clerk :	
after 2 years	5,18
2 <sup>nd</sup> year	4,94
1 <sup>st</sup> year	4,59
(f) any employee who performs work which cannot be otherwise classified	3,47
(g) serviceman :	
3 <sup>rd</sup> year	5,71
2 <sup>nd</sup> year	5,03
1 <sup>st</sup> year	4,69
(h) pump attendant	3,47
(i) temporary service station attendant and temporary pump attendant	3,47
(j) parts man :	
Class A	6,48
Class A/B	6,00
Class B	5,73
Class C	5,63
4 <sup>th</sup> year	5,56
3 <sup>rd</sup> year	5,18
2 <sup>nd</sup> year	4,94
1 <sup>st</sup> year	4,59
(k) sales clerk, appraiser :	
after 3 years	6,07
3 <sup>rd</sup> year	5,56
2 <sup>nd</sup> year	5,20
1 <sup>st</sup> year	4,88
(l) office employee, complaints clerk :	
8 <sup>th</sup> year	5,59
7 <sup>th</sup> year	5,32
6 <sup>th</sup> year	5,20
5 <sup>th</sup> year	5,05
4 <sup>th</sup> year	4,81
3 <sup>rd</sup> year	4,57
2 <sup>nd</sup> year	4,36
1 <sup>st</sup> year	4,20
(m) service station attendant :	
3 <sup>rd</sup> year	4,75
2 <sup>nd</sup> year	4,15
1 <sup>st</sup> year	3,80.

**12.02.** An employee who regularly assumes many occupations in an establishment is paid at the minimum wage rate established for the highest paid occupation on conditions that he is qualified for this occupation.

**12.03.** If an employee performs repairs or maintenance work on trucks weighing 3 000 kilograms and over, he is entitled to a minimum wage equal to that provided for his occupation increased by 0,15 \$ an hour. Any other premium or increase of salary or any wage differential between the real wage and the standard rate for the occupation may reduce such increase by as much as 0,15 \$ an hour.

**12.04.** Notwithstanding any other provision of this Division, an employee who is not a temporary employee and who has 3 months' service with the same employer receives at least the hourly wage provided in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

**12.05. Call Back :** Any employee who, over and above standard working hours, is called back to work after leaving the work premises, receives an indemnity equal to at least 4 times the hourly rate provided for in the Decree for his occupation.

**12.06.** The employer shall supply and clean at his expense the uniforms and overalls required for his employees. However, these garments remain his property.

However, in service stations and in gasoline stations, an employer shall pay up to 50% of the purchase or rental cost for the uniforms that he requires and the employees shall clean them at their own expense. In case of purchase, these uniforms remain the employee's property when he has worked 6 months with the same employer.

### **13.00. Prorata of apprentices**

**13.01.** In the establishments subject to this Part, there shall not be more than one apprentice for every 3 journeymen, 1 of whom must be the holder of a Class A competency certificate. This proportion of apprentices applies to all qualified trades taken as a whole.

In service stations there shall not be more than one extra employee for every 2 regular service station attendants.

As to service station attendants, there shall not be more than 2 first or second year service station attendants for every service station attendant having 3 or more years' experience.

**14.00. Term**

**14.01.** This Part remains in force until 31 December 1979. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during November of 1979 or of any subsequent year.

**PART III****BEAUCE AND DORCHESTER REGIONS****15.00. Territorial jurisdiction**

**15.01.** This Part applies to the electoral districts of Beauce and Dorchester as defined on 24 September 1973.

**16.00. Professional and industrial jurisdiction**

**16.01.** The provisions of this Part apply to employers and employees of garages, including service stations, gasoline stations, car washes, scrapping yards, accessories or part stores (retail and wholesale), machine shops and establishments where undercoating compounds are applied.

Are likewise subject to this Part, establishments where mufflers, clutches and brakes are installed, repaired and maintained, and those sections of vulcanizing and retreading shops where wheels are aligned and balanced, and where mechanical, electrical, or body work, or any other trade governed by this Decree is plied.

**16.02. Exceptions :** This Part does not apply to :

- (a) private garages and municipal garages ;
- (b) shops dealing exclusively in the assembly and repair of agricultural machinery or the sale of parts for such machinery ;
- (c) shops and parts stores of establishments exclusively involved in the sale, repair and maintenance of industrial machinery.

**17.00. Wage rates and classification of occupations**

**17.01.** Minimum wage rates for the occupations covered by this Part are the following :

*As of 1  
January  
1980*

(a) journeyman (all trades) :	
A .....	8,38 \$
A/B .....	7,84
B .....	7,59
C .....	7,24
(b) apprentice (all trades) :	
after 4 years .....	5,40
after 3 years .....	5,21
after 2 years .....	5,21
after 1 year .....	5,21
(c) parts man :	
head clerk .....	6,13
after 7 years .....	5,68
after 6 years .....	5,53
after 5 years .....	5,46
after 4 years .....	5,40
after 3 years .....	5,32
after 2 years .....	5,27
after 1 year .....	5,21
(d) serviceman :	
after 3 years .....	5,29
after 2 years .....	5,16
after 1 year .....	4,75
(e) service station attendant, pump attendant, undercoater. ....	3,67
(f) messenger .....	4,52.

**17.02.** Notwithstanding any other provision in this Part, the employee who has 6 months' service with an employer, receives 0,10 \$ more than the hourly rate provided in the Regulation respecting labour standards (c. N-1.1, r.3) or in any other further regulation which could amend or replace it.

**18.00. Hours of work and schedules**

**18.01.** For journeymen, apprentices, partsmen and messengers, the standard workweek is 42 ½ working hours. Except for partsman, these hours are scheduled between 8 h and 17 h 30 from Monday to Friday inclusively.

Any employee may demand up to one hour off without pay to take his meal.

**18.02.** The standard workweek for servicemen is 42 ½ working hours, scheduled between 8 h and 17 h 30 from Monday to Friday inclusively.

No employer may compel a garage serviceman to work more than 6 hours between meals. Any employee may demand up to one hour off without pay to take his meal.

**18.03.** For service station attendants and pump attendants, the standard workweek shall consist of 45 hours scheduled over a maximum 6 days. Each working day shall not exceed 9 hours.

Any employee may demand up to one hour off without pay to take his meal.

**18.04.** For journeymen, apprentices, partsmen, messengers and servicemen, the employer may set up a second shift. In such case, employees working on the second shift are entitled to 0,35 \$ hourly premium in addition to the standard rate provided for in the Decree.

Except for partsmen, the standard working day of the second shift may be 10 hours scheduled from 12 h to 4 h. Any employee may demand up to one hour off without pay to take his meal.

## **19.00. Work in progress**

**19.01.** Any work begun 15 minutes before the end of the standard working day shall be completed to accommodate a client if it is possible to finish such work within 15 minutes after the end of the standard working day. Time and a half shall apply from the end of the standard working day.

## **20.00. Hours present**

**20.01.** Any employee is paid according to the provisions of the Decree for all hours during which he was present and available for work during his standard working day.

## **21.00. Overtime**

**21.01. Time and a half :** Hours worked over and above the standard working day or week are paid at time and a half.

**21.02. Double time :** Double time is paid for any work performed in excess of 6 hours' overtime during a 24-hour period that began at the same time as the standard working day. This rate applies as long as the employee has not been entitled to 8 consecutive hours of rest.

**21.03.** Overtime hours worked on Sundays or on one of the holidays mentioned in sections 22.01 and 22.05 are paid at double time the regular rate.

## **22.00. General holidays**

**22.01. General holidays :** The following days are paid general holidays : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Thanksgiving Day, 24 December, Christmas Day, 26 and 31 December.

If one of these holidays is celebrated on another day or date by order of a competent public authority, such change shall be respected.

**22.02. General holidays with pay :** The employee who worked more than half of the working hours on the day preceding or the day following each holiday mentioned in sections 22.01 and 22.05 that falls on a working day, or who did not work following an authorized or justifiable absence, receives for each holiday, pay equal to his wage for one regular day of work.

However, 1 and 2 January, 24, 25 and 26 December are general holidays with pay even if they fall on a non-working day.

## **22.03. Bereavement leave :**

(1) On the occasion of the death of his spouse, child, father or mother, any employee is entitled to a maximum of 3 working days' leave with pay between the day of death and the funeral inclusively.

(2) On the occasion of the death of his brother, sister, father-in-law or mother-in-law, any employee is entitled to one working day's leave with pay, if the funeral falls on a working day.

**22.04. Industrial accident :** The employer pays the employee who has sustained injury while at work for any time lost until the end of his regular day's work.

**22.05.** For all employees, St. John the Baptist's Day is a paid general holiday, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

## **23.00. Annual vacation with pay**

**23.01. Qualifying period :** The period during which an employee gradually becomes entitled to the entire annual vacation which runs from 1 May of the preceding year to 30 April of the current year is called the qualifying period.

**23.02. Vacation entitlement :**

(1) **Less than one year's service :** Any employee who, on 1 May of each year, has less than one year's continuous service with the same employer is entitled to at least one day's annual vacation for each month's continuous service, but such vacation does not exceed 2 weeks.

(2) **One year's service and more :** Any employee who, on 1 May of each year, has one year's continuous service with the same employer is entitled to at least 2 complete weeks' annual vacation.

(3) **Six years' service and more :** Any employee who on 1 May of each year, has 6 years' service with the employer, is entitled to at least 3 complete weeks' annual vacation.

**23.03. Vacation pay :**

(1) Any employee entitled to less than 2 full weeks' vacation receives vacation pay equal to 4% of the wages he has earned during the qualifying period.

(2) Any employee entitled to 2 complete weeks' vacation receives vacation pay equal to 4% of the wages he has earned during the qualifying period.

(3) Any employee entitled to 3 complete weeks' vacation receives vacation pay equal to 6% of the wages he has earned during the qualifying period.

**23.04. Vacation period :** Unless otherwise agreed upon between the employer and the employee, annual vacation shall be taken as follows :

(a) first and second weeks : between 1 May and 15 September ;

(b) third week : between 15 September and 31 December.

Notwithstanding the foregoing, the employer may close down all or part of his shop for 1 or 2 weeks for vacation purposes. Such closing down shall be effected between 15 June and 31 August and shall be made known to the employees by the employer at least 4 weeks in advance.

**23.05. Date of payment of vacation pay :** Any employee shall be given his vacation pay before he leaves on vacation.

**23.06. Compensating indemnity for vacation with pay :**

(1) Any employee who quits his employment of his own will or is dismissed for a good reason receives, upon severance, the vacation he has acquired prior to the previous 1 May and which he has not yet taken, plus any holiday pay due since the said date.

(2) If one or more general holidays with pay fall within the annual vacation with pay of any employee, the latter is entitled to as many additional days' vacation as there are such general holidays.

(3) Any employee who leaves the employ of his employer without giving the latter the advance notice provided for in section 25.01, is entitled to the 4% minimum vacation pay, notwithstanding the number of years of continuous service he has completed.

**24.00. Call-back pay**

**24.01.** Any employee called back to work after having left the establishment is paid the overtime rate applicable and is entitled to at least 2 hours' pay at his actual wage rate.

**25.00. Term of notice**

**25.01.** Any employer who wishes to dispense with an employee's services shall give the latter one week's notice. Failing this, the employee may claim the equivalent of one week's regular wages. Likewise, an employee wishing to quit his job shall give one week's notice unless otherwise agreed with the employer.

An employee who is dismissed for a valid reason or who has not been in the same employer's service for more than 3 months in the case of journeymen, or 6 months for all other employees, shall not be entitled to such week's notice.

**26.00. Uniforms**

**26.01.** The uniforms, special uniforms and overalls that the employer requires his employees to wear shall be supplied and paid for by him. The employer shall also pay for the laundering of the said items which shall remain his property.

**27.00. Special provision**

**27.01.** Barring incompatibility, the provisions of Part I apply to this Part.

**28.00. Term**

**28.01.** This Part remains in force until 30 November 1980. It is then automatically renewed from year to year

thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during October of 1980 or of any subsequent year.

#### PART IV

#### TOWN OF LA MALBAIE AND A 50-KILOMETRE RADIUS FROM ITS LIMITS

##### 29.00. Territorial jurisdiction

**29.01.** This Part applies to the town of La Malbaie and a 50 kilometre radius from its limits.

##### 30.00. Professional jurisdiction

**30.01.** This Part applies to the employers, professional employers, artisans and employees of garages, including public garages, the mechanical and bodyworking departments of service-stations, scrapping yards, accessories or parts stores and machine shops.

Are likewise subject to this Part, establishments where mufflers, clutches and brakes are installed, repaired and maintained, and the departments of vulcanizing and re-treading shops where wheels are aligned and balanced.

##### 30.02. Exceptions :

(1) Private garages and municipal garages are not subject to this Part.

(2) Shops where agricultural machinery are assembled, repaired or sold are not subject to this Part.

(3) Employees working as telephone operators and night watchmen are not subject to this Part.

(4) This Part does not govern shops and parts stores of establishments engaged exclusively in the sale, repair and maintenance of industrial machinery.

(5) Parking lots and parking garages are excluded from this Part when they do not provide any service on motor vehicles.

##### 31.00. Minimum rates of wages

**31.01.** Minimum rates of wages are as follows :

	<i>Per hour As of 1 July 1972</i>
(a) journeyman (all trades) :	
Class A .....	3,10 \$
Class A/B .....	2,95
Class B .....	2,85
Class C .....	2,75
(b) batteryman, vulcanizer, retreader, glazier, greaser .....	2,36
(c) apprentice (all trades) :	
1 <sup>st</sup> year .....	1,75
2 <sup>nd</sup> year .....	1,85
3 <sup>rd</sup> year .....	1,95
4 <sup>th</sup> year .....	2,16
(d) serviceman (garage) :	
after 2 years .....	2,36
2 <sup>nd</sup> year .....	1,95
1 <sup>st</sup> year .....	1,82
(e) automobile washer and delivery- man .....	2,36
<i>Per week</i>	
(f) parts clerk :	
head clerk .....	103,00 \$
clerk 7 <sup>th</sup> year .....	85,00
clerk 6 <sup>th</sup> year .....	80,00
clerk 5 <sup>th</sup> year .....	79,00
1 <sup>st</sup> six months .....	35,00
2 <sup>nd</sup> six months .....	40,00
2 <sup>nd</sup> year .....	60,00
3 <sup>rd</sup> year .....	75,00
4 <sup>th</sup> year .....	77,00
(g) office employee :	
8 <sup>th</sup> year .....	92,50
7 <sup>th</sup> year .....	80,00
6 <sup>th</sup> year .....	70,00
5 <sup>th</sup> year .....	65,00
4 <sup>th</sup> year .....	60,00
3 <sup>rd</sup> year .....	55,00
2 <sup>nd</sup> year .....	45,00
1 <sup>st</sup> year .....	35,00.

##### 32.00. Hours of work and schedules

**32.01.** For employees doing repair and maintenance work on motor vehicles, for employees of the automobile parts and accessories department and for male office employees, the standard working week consists of 45 hours scheduled as follows : Monday through Friday : 9 working

hours per day scheduled between 8 h and 18 h with one hour off for the noon meal.

**32.02.** For female office employees, the standard working week is a 35 hour workweek consisting of 5 working days of 7 working hours each and scheduled between 8 h 30 and 18 h, from Monday through Friday.

**32.03.** If an employee is late for work, the employer may penalize him by having him come to work, within 7 days thereafter, for a period of 2 hours, at straight time, after the working hours mentioned in section 32.01.

**32.04.** Moreover, one hour per week at straight time is allowed in order to enable employees to finish, each day, any work they have already begun.

### **33.00. Overtime**

**33.01.** Time and a half based on the employee's actual wage rate is paid for all work performed over and above the standard workweek or outside the schedule of working hours mentioned in Division 32.00.

### **34.00. General holidays**

**34.01.** The following days are observed as general holidays : Sunday, New Year's Day, 2 January, Easter Monday, St. John the Baptist's Day, 1 July, Labour Day, Christmas Day and 26 December.

**34.02.** Any employee who shall have worked the working day before and the working day after each of the general holidays mentioned in section 34.01 and also the employee whose absence on such working days was authorized or justified, whenever they shall receive for each such holidays, whenever it falls on a working day, an amount of holiday pay equal to his earnings for one standard working day's work. Notwithstanding the foregoing, 2 January and 26 December shall be guaranteed holidays, and unless otherwise agreed between the parity committee and the employer shall be transferred to the first working day after New Year's Day or Christmas Day, if 2 January and/or 26 December fall on a nonworking day.

### **35.00. Annual vacation with pay**

**35.01.** The period during which the employee gradually acquires entitlement to the annual vacation extends from 1 May of the preceding year to 30 April of the current year.

**35.02.** Any employee who, on 1 May of each year, has completed less than one year's continuous service with the

same employer, is entitled to at least as many days' annual vacation as he has months of continuous service to his credit. However, the duration of the vacation exigible does not exceed 2 weeks.

Any employee having completed less than one year's continuous service receives vacation pay equal to 4% of his earnings for the standard working hours he has worked during the qualifying period.

**35.03.** Any employee having one year's continuous service is entitled to 2 weeks' annual vacation pay ; he receives vacation pay equal to 4% of his earnings for the standard working hours he has worked during the qualifying period.

**35.04.** Any employee having 15 years' continuous service is entitled to 3 weeks' annual vacation with pay. He receives vacation pay equal to 6% of his earnings for the standard working hours he has worked.

**35.05.** The annual vacations with pay mentioned in this Division are granted as agreed between the employer and the employees, who shall be notified in advance of their vacation taking date. Unless otherwise agreed between an employee and his employer, the employee's 2 weeks' annual vacation are taken consecutively.

**35.06.** Choice of vacation dates is based on each employee's seniority. Never more than one employee may be on vacation at any one time. Moreover, the employer may delay an employee's vacation if there occurs any emergency which prevents the normal operation of the establishment.

**35.07.** Before he leaves on vacation, the employee shall be given any vacation pay to which he is entitled.

### **35.08. Compensating indemnity for vacations with pay :**

(1) Any employee who quits his employment on his own will or who is dismissed for a good reason receives, upon severance, the vacation pay owing him for the vacation he has acquired prior to the preceding 1 May, and which he has not yet taken, plus an indemnity equal to 4% or 6% of his earnings since the said 1 May, according to the number of his years of continuous service.

(2) Notwithstanding the subsection 1, any employee who quits his employer without giving him the advance notice required is entitled only to the minimum indemnity amounting to 4%.

(3) If one or more general holidays fall within an employee's annual vacation with pay, the said employee is en-

titled to as many additional days' vacation as there are such general holidays in his annual vacation.

### **36.00. Compassionate leave**

**36.01.** Any employee bereaved by the death of a close relative such as his spouse, father, mother or child, is entitled to one day off with pay at his regular wage rate, if the funeral day falls on a working day.

### **37.00. Miscellaneous provisions**

**37.01.** Any employee transferred from his usual occupation to some other occupation suffers no decrease in wages, if the occupation to which he is transferred commands lower wages.

**37.02.** Any regular employee is entitled to at least a guarantee of 35 hours' work per week at his regular wage rate according to the classification of his occupation.

**37.03.** Any employee who goes to the establishment to report in for work and who has not been notified, in advance, not to do so, and whose services are not required, is entitled to payment of the equivalent of at least 4 hours' work, if the employer is unable to give him work for such a period anywhere in the establishment.

**37.04. Call-back :** Any employee called back to work after leaving the establishment without being notified that his services were to be required is paid the overtime rate applicable and is entitled to at least 1 ½ hours' pay at a regular rate.

**37.05. Payment of wages :** Every employee is paid each week, on Friday, either by cheque or in cash. Whenever Friday falls on a non-working day, employees are paid the day before.

**37.06.** Barring incompatibility, the provisions of Part I shall apply to this Part.

### **38.00. Term and renewal**

**38.01.** This Part remains in force until 15 October 1972 inclusively. It renews itself automatically from year to year thereafter, unless one of the contracting parties gives the other party a written notice to the contrary no more than 60 days, and no less than 30 days before 15 October of the year 1972 or of any subsequent year. The said notice shall also be filed with the Minister of Labour, Manpower and Income Security.

O.C. 164-62, (1962) 94 O.G., 1175  
O.C. 1502(A)-64, (1964) 96 O.G., 4406  
O.C. 191(A)-65, (1965) 97 O.G., 996  
O.C. 1932(B)-65, (1965) 97 O.G., 5352  
O.C. 2363(F)-65, (1965) 97 O.G., 6395  
O.C. 219(A)-66, (1966) 98 O.G., 1143  
O.C. 1509-67, (1967) 99 O.G., 3546  
O.C. 1672-67, (1967) 99 O.G., 4146  
O.C. 2058-67, (1967) 99 O.G., 5148  
O.C. 2876-67, (1967) 99 O.G., 6517  
O.C. 3135-67, (1967) 99 O.G., 6936  
O.C. 3140-67, (1967) 99 O.G., 6937  
O.C. 138-68, (1968) 100 O.G., 882  
O.C. 2599-70, (1970) 102 O.G., 4080  
O.C. 362-72, (1972) 104 O.G., 1487  
O.C. 218-73, (1973) 105 O.G. II, 224  
O.C. 422-73, (1973) 105 O.G. II, 257  
O.C. 570-73, (1973) 105 O.G. II, 425  
O.C. 1343-73, (1973) 105 O.G. II, 1361  
O.C. 4655-73, (1973) 105 O.G. II, 6973  
O.C. 2146-75, (1975) 107 O.G. II, 2805  
O.C. 2147-75, (1975) 107 O.G. II, 2825  
O.C. 3111-75, (1975) 107 O.G. II, 4493  
O.C. 3112-75, (1975) 107 O.G. II, 4495  
O.C. 535-77, (1977) 109 O.G. II, 945  
O.C. 1213-77, (1977) 109 O.G. II, 1823  
O.C. 3642-77, (1977) 109 O.G. II, 5831  
O.C. 4502-77, (1978) 110 G.O., 143  
O.C. 4503-77, (1978) 110 G.O., 145  
O.C. 148-79, (1979) 111 G.O., 583  
O.C. 1675-79, (1979) 111 G.O., 4041  
O.C. 255-80, (1980) 112 G.O. II, 921  
O.C. 577-80, (1980) 112 G.O. II, 1193  
O.C. 2676-81, (1981) 113 G.O. II, 3184  
O.C. 3179-81, (1981) 113 G.O. II, 3682



c. D-2, r.49

## Decree respecting garage employees in the Rimouski region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties mentioned below have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

*L'Association des garagistes de Rimouski ;*

and, on the other part :

*Le Syndicat national des employés de garages de Rimouski Inc. ;*

for the employers and employees of the trades concerned, according to the conditions described in the *Québec Official Gazette* of 6 December 1969 ;

WHEREAS the said agreement has acquired preponderant significance and importance for the establishing of working conditions in the trades concerned and in the territorial jurisdiction described in the said petition ;

WHEREAS the Act concerning the publication of notices has been duly observed ;

WHEREAS the objections set forth have been duly considered, as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the Act respecting collective agreement decrees, with, however, the following new provisions replacing the conditions described in the *Québec Official Gazette* of 6 December 1969.

### 1.00. Interpretation

1.01. In this Decree, the following expressions mean :

(a) “parts man” : the employee whose duties are mainly related to the handling, receiving, shipping, clas-

sification or sale of parts, accessories or tires of automobiles ;

(b) “warehouse clerk” : employee whose main duties consist in receiving, storing, classifying, shipping and packing merchandise and who does not usually perform over-the-counter sales ;

(c) “messenger” : the employee whose work is mainly related to the delivery or transportation of parts, accessories or tires of motor automobiles by means of an automobile in his charge and, who helps the parts salesman ;

(d) “class” : the period during which the employee acquires one year's experience in one of the classifications governed by the Decree ;

(e) “serviceman” : the employee who :

- i. sells gasoline or lubricants ;
- ii. washes, greases or drives automobiles ;
- iii. changes or repairs tubes or tires ;
- iv. changes batteries, belts, pipes, windshield wipers, head-lights, filters, mufflers and other similar parts ;
- v. sells the parts listed in subparagraphs iii and iv ;
- vi. performs towing service ;
- vii. performs emergency repair jobs ;
- viii. drives back or picks up clients ;
- ix. takes care of cleaning or heating the establishment ;
- x. sees to the maintenance of the yard ;

(f) “tradesman” : the employee whose duties are mainly related to the maintenance, tests, verification, repairs, changes or other, which are necessary or useful to the good operation of automobiles, other than snowmobiles and motorcycles ;

(g) “pump attendant” : the employee whose duties are mainly related to the sale of gasoline or lubricants, washing of automobiles, supervision of pumps in self-service stations, services such as checking air in tires and repairing tires, checking the level of liquids in batteries and their sale, cleaning windshields, driving automobiles to clear the apron, or other work of the same type ;



(h) “temporary employee” : the employee who carries out the duties of messenger or of pump attendant, only :

i. during the period included between 1 June and 15 September ;

ii. Saturday and Sunday ; or

iii. at the most 3 hours per day, Monday through Friday ;

(i) “light vehicle specialist” : the employee whose duties are mainly related to the maintenance, testing, repairs, changes or other work of the same nature on snowmobiles or motorcycles ;

(j) “automobile” : the vehicle defined in the Highway Code (R.S.Q., c. C-24) ;

(k) “retreader” : the employee whose work consists mainly in retreading tires, completely or partially ;

(l) “truck” : a twin-axle vehicle of 2 000 kilograms or more having a capacity of 7 500 kilograms or more.

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

(1) The Decree applies to the employer who, for a third party :

(a) repairs or changes automobiles, their parts or accessories ;

(b) renovates parts or accessories of automobiles and installs them ;

(c) sells gasoline, lubricants, or other products of the same type, necessary or useful to the use of automobiles ;

(d) washes, waxes or cleans automobiles ;

(e) tows or repairs automobiles ;

(f) sells parts, accessories or automobiles tires.

(2) The Decree does not apply to the employee working for an employer where the activities listed in subsection 1 are limited exclusively to this service and needs.

**2.02. Territorial jurisdiction :** This Decree applies to the city of Rimouski, to the territory situated 13 kilometres or less from its limits and to any municipality partially situated inside this territory.

## **3.00. Hours of work**

**3.01.** The standard workweek consists of a maximum of 40 hours.

**3.02.** The standard workday consists of a maximum of 8 hours.

**3.03.** For the tradesman, the hours of the standard workweek shall be scheduled from Monday through Friday between 8 h and 17 h.

**3.04.** For the pump attendant and the serviceman, the hours of a standard workweek shall not be scheduled over a period longer than 11 consecutive hours.

**3.05.** The employee shall have the right to one paid hour of rest for his meal.

**3.06.** The pump attendant and the serviceman have weekly rest period of at least 36 consecutive hours including Saturday or Sunday.

## **4.00. Overtime**

**4.01.** For the tradesman, light weight vehicle specialist and the messenger, work performed outside the standard hours are paid at time and one half the normal rate when the regular working hours exceed 15 minutes during the day.

Work performed beyond the standard hours shall be paid at double time when :

(a) it exceeds 4 hours overtime in the same day and as long as the employee has not had 8 consecutive hours of rest ; or

(b) it is performed between 0 h and 8 h or between 12 h and 0 h on Saturday ; or

(c) it is performed on Sunday or a general holiday.

**4.02.** Notwithstanding section 4.01, hours worked between 12 h and 0 h on Saturday by a light weight vehicle specialist shall be paid at time and one half.

**4.03.** For the pump attendant and the serviceman, hours worked in excess of 8 hours per day or worked on a holiday or during the weekly rest period are paid at time and one half.

**4.04.** Except in the case of a call back, parts men who work in excess of the standard hours are paid at time and one half when their working hours exceed 15 minutes during the day.

Hours worked in excess of 4 hours overtime in the same day are paid at double time as long as the employee has not had 8 consecutive hours of rest.

#### **5.00. Recall**

**5.01.** This Division only applies when an employee is recalled by his employer after having left the work area, without having been notified previously before the end of his standard workday.

**5.02.** For each call-back, the tradesman, the light-weight vehicle specialist and the messenger receive a call-back indemnity of 5 \$ in addition to their remuneration for hours worked. However, such remuneration shall not be less than 3 times their standard hourly rate.

**5.03.** For each call-back, the parts man receives a remuneration and a call-back indemnity which are determined as follows :

(a) the first 4 overtime hours shall be paid at time and one half ;

(b) the following 4 overtime hours shall be paid at double time ;

(c) the minimum remuneration shall be equal to 1 ½ time the hourly rate ;

(d) the employee receives, in addition to his remuneration, a 5 \$ indemnity.

**5.04.** For each call-back, the pump attendant and the serviceman are paid a minimum of 3 times their standard hourly rate.

#### **6.00. General holidays**

**6.01.** (1) The following days are general holidays with pay : New Year's Day, 2 January, Easter Monday, the National Holiday, 1 July, Labour Day, Thanksgiving Day, 24 December, Christmas Day, 26 December, 31 December and 1 May.

For the pump attendant and the serviceman, 24 and 31 December may be replaced by an equivalent leave which shall be granted no later than the following 30 April.

(2) For all employees, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** For each general holiday with pay, the employer pays the employee a sum equivalent to his standard hourly pay multiplied by the number of hours included in a standard workday, provided the employee :

(a) has been in the service of the employer during the 30 calendar days preceding the general holiday ;

(b) has worked on the standard workday preceding and following the general holiday.

**6.03.** When an employee works a general holiday he may choose to take a leave of absence equal to the hours worked rather than receive the applicable wage.

**6.04.** When a general holiday falls during the period of an employee's annual vacation, he may choose between an additional day of vacation with pay or the sum paid for this general holiday.

**6.05.** The employee who chooses the additional paid day of vacation shall notify his employer at the time when he is given his annual vacation.

**6.06.** When a general holiday falls on a Tuesday, Wednesday or Thursday, it may be carried over to the Monday or Friday, after an agreement between the employee and the employer, provided that the employer has previously notified the parity committee in writing.

**6.07.** When a general holiday falls on a Saturday or on a Sunday, it may be changed to the Monday or Friday after agreement between the employer and the employee, provided the employer gives a prior written notice to the parity committee.

**6.08.** This Division does not apply to the employee working in a commercial establishment governed by the Act respecting commercial establishments business hours (R.S.Q., c. H-2).

#### **7.00. Annual vacation with pay**

**7.01.** The qualifying period extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, completes at least one year's service with the same employer, receives a vaca-

tion of one working day for each month of continuous service up to a maximum of 2 weeks. The pay for this leave is 4% of the employee's pay during the qualifying period.

**7.03.** The employee who, on 1 May, completes one year's service with the same employer, shall have the right to 2 weeks' vacation. The pay for this vacation is 4% of the employee's earnings during the qualifying period.

**7.04.** The employee who, on 1 May, has 5 years' continuous service with the same employer, receives a vacation of 3 weeks. The vacation pay is 6% of the employee's earnings during the qualifying period.

**7.05.** The employee who, on 1 May, has 15 years' continuous service with the same employer, receives a vacation of 4 weeks. The vacation pay is 8% of the employee's earnings during the qualifying period.

**7.06.** The pay for the annual vacation is paid before the departure of the employee.

**7.07.** The first 2 weeks of annual vacation are granted in a consecutive manner during the period extending from 1 May to 31 October. The third week of vacation may be granted during the period between 1 November to 30 April.

**7.08.** The employer may oblige the employee to take his annual vacation during the period included between 31 October and 1 May, on the condition he grants him an additional week of annual vacation paid at 2% of the earnings of the employee during the qualifying year.

**7.09.** The employee working in a commercial establishment governed by the Act respecting commercial establishments business hours receives in addition to the paid annual vacation, an additional sum of 4% of his earnings during the qualifying period. However, when an employer applies Division 6.00 to the employee, during the qualifying period, he is not obliged to pay the extra 4%.

**7.10.** When an employee quits his job, he receives the amount for the paid vacation acquired before the preceding 1 May if it has not been taken, in addition to the amount owned to him for the period since this date.

**7.11.** Notwithstanding section 7.07, the annual vacation exceeding one week, may be divided at the request of

the employee, and it may be granted during the 12 months which follow 1 May.

### **8.00. Minimum rate**

**8.01.** The employees shall receive at least the following hourly rates :

#### **Trades**

##### *(a) tradesman :*

1 <sup>st</sup> class	6,40 \$
2 <sup>nd</sup> class	6,90
3 <sup>rd</sup> class	7,24
4 <sup>th</sup> class	7,51
5 <sup>th</sup> class	8,18
6 <sup>th</sup> class	8,90

##### *(b) light-weight vehicle specialist, vulcanizer :*

1 <sup>st</sup> class	6,29
2 <sup>nd</sup> class	6,90
3 <sup>rd</sup> class	7,24
4 <sup>th</sup> class	8,01

##### *(c) warehouse clerk :*

less than 6 months	4,80
less than one year	5,12
less than 2 years	5,37
less than 3 years	5,62
less than 4 years	5,87

##### *(d) parts clerk :*

less than one year	6,29
less than 2 years	6,90
less than 3 years	7,24
less than 4 years	8,01

##### *(e) messenger :*

less than 6 months	4,80
less than one year	5,12
less than 2 years	5,62

##### *(f) serviceman :*

1 <sup>st</sup> class	6,29
2 <sup>nd</sup> class	6,90
3 <sup>rd</sup> class	7,24

##### *(g) pump attendant :*

##### *(h) temporary employee :*

less than 18 years	3,23
over 18 years	3,65

*(i) truck premium :* mechanics, bodymen and frame masters shall receive 0,25 \$ per hour as a premium when they repair trucks.

**8.02.** Employees' wages shall be paid in cash or by cheque in a sealed envelope at regular intervals not exceeding 16 days, and the following particulars shall appear on the envelope or on a separate pay sheet :

- (a) employee's family name and first name ;
- (b) the pay period ;
- (c) hourly rate and the number of standard hours ;
- (d) amount of overtime and the hourly rate ;
- (e) deductions made ;
- (f) gross amount and take-home pay.

**8.03.** The employee assigned to a job which has a lower hourly rate, continues to receive the higher wage rate for a period of 2 weeks.

**8.04.** The employee who carries out several jobs in different classifications receives the highest wage rate of these classifications.

**8.05.** Notwithstanding any other provision of the Decree, the employer gives the employee at least the minimum weekly wage which would be payable according to the Regulation respecting labour standards (c. N-1.1, r.3) or any other further regulation which could amend or replace it.

## **9.00. Other provisions**

**9.01.** The only provisions of this Decree applicable to the temporary employee are Divisions 7.00 and 8.00.

**9.02.** No temporary employee shall be hired if his employment causes another employee, governed by the Decree, to be laid off.

## **10.00. Term**

**10.01.** The Decree remains in force until 31 July 1981. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during June 1981 or of any subsequent year.

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O.C. 720-70, (1970) 102 O.G., 1720  
 O.C. 4408-71, (1972) 104 O.G., 67  
 O.C. 2241-72, (1972) 104 O.G., 7240  
 O.C. 2966-72, (1972) 104 O.G., 9249  
 O.C. 167-73, (1973) 105 O.G. II, 126  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 1746-73, (1973) 105 O.G. II, 2299  
 O.C. 2941-73 (1973) 105 O.G. II, 4713  
 O.C. 4081-73, (1973) 105 O.G. II, 6353  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 686-77, (1977) 109 O.G. II, 1149  
 O.C. 1555-77, (1977) 109 O.G. II, 2389  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 1180-79, (1979) 111 G.O., 3089  
 O.C. 112-81, (1981) 113 G.O. II, 239 and 892  
 O.C. 2548-81, (1981) 113 G.O. II, 3158



c. D-2, r.50

## Decree respecting garage employees in the Roberval region

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :  
on the one part :

*L'Association patronale des garages et de détaillants de gazoline du comté de Roberval ;*

and, on the other part :

*Le Syndicat national des employés de garages de Saint-Félicien (CSD) ;*

for the employers and the employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 20 September 1958 ;

WHEREAS the said agreement has acquired a preponderant significance and importance toward the establishing of working conditions in the industry and trades concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS no objection has been raised against the said petition ;

IT IS ORDERED, therefore, on the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted in pursuance of the said Act respecting collective agreement decrees with however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 20 September 1958.

### 1.00. Definitions

1.01. For the purposes of this Decree, the following expressions mean :

(a) "artisan" : anyone working for his own benefit, alone or in partnership and who does work subject to the Decree for others ;

(b) "parts clerk" : employee whose main duties consist in handling, receiving, shipping, classifying or selling parts, accessories or tires for motor vehicles ;

(c) "messenger" : employee whose main duties consist in delivering parts, accessories or tires for motor vehicles ;

(d) "journeyman" : employee whose main duties involve maintenance, testing, verification, repairs and alterations or other work of the same nature, necessary for the proper working of motor vehicles and who has been qualified by the parity committee for one or several of the trades respecting the automobile industry ;

(e) "foreman" : employee who may, from time to time, perform work subject to the Decree but whose main duty consists in supervising the work of at least 4 employees doing governed work ;

(f) "disassembler" : employee whose main duties consist in disassembling motor vehicles for the purpose of selling, repairing or storing the parts ;

(g) "pump attendant" : employee whose main duties consist in selling gasoline or lubricants, washing motor vehicles, supervising self service pumps, performing current services such as checking the level of the liquid in the battery, cleaning the windshield, or performing any other work of the same kind ;

(h) "serviceman" : employee whose main duties consist in :

- i. selling gasoline or lubricants ;
- ii. washing, greasing or driving motor vehicles ;
- iii. installing or repairing tires ;
- iv. installing batteries, belts, hoses, wipers, headlights filters, mufflers or other parts or accessories of the same kind ;
- v. selling the parts listed in paragraphs iii and iv ;

- vi. giving emergency break-down services ;
- vii. giving towing services ;
- viii. transporting customers ;
- ix. cleaning his employer's establishment and the area where it is located ;
- (i) "temporary employee" : employee hired only as pump attendant or serviceman for no more than 25 hours a week ;
- (j) "regular rate" : minimal rate determined in Division 10.00 ;
- (k) "motor vehicle" : vehicle as defined in the Highway Code (R.S.Q., c. C-24).

## **2.00. Jurisdiction**

### **2.01. Industrial jurisdiction :**

- (1) The Decree governs the following work when it is performed for the public :
  - (a) repairing, modifying or verifying motor vehicles, their parts or accessories ;
  - (b) completely or partially disassembling parts of motor vehicles ;
  - (c) renovating, repairing, or any other work of the same kind performed on parts, accessories or tires for motor vehicles and their installation on these vehicles ;
  - (d) selling gasoline, lubricants or any other product of the same kind for motor vehicles ;
  - (e) washing, polishing or cleaning motor vehicles ;
  - (f) towing automobiles or giving break-down services ;
  - (g) selling parts, accessories and tires for motor vehicles.
- (2) The Decree does not apply to :
  - (a) work performed in subsection 1 when it is done exclusively for the employer's own service or needs ;
  - (b) work subject to subsection 1 when it is performed exclusively on agricultural machinery ;
  - (c) work involving the repair or serial manufacture of parts or accessories for motor vehicles ;

(d) when the work subject to subsection 1 is performed by a foreman.

**2.02. Territorial jurisdiction :** The Decree applies to the city of Roberval, the towns of Saint-Félicien, Dolbeau, Mistassini, and the following municipalities : Chambord, Lac Bouchette, Saint-François-de-Sales, Pointe-Bleue, Saint-Edwidge, Saint-Prime, Saint-Méthode, Notre-Dame-de-la-Dorée, Normandin, Albanel, Mistassini, Péribonka, Saint-Thomas-Dydyme, Saint-Edmond, Girardville, Village Paradis, Saint-Eugène, Saint-Stanislas, Sainte-Jeanne-d'Arc, Saint-Augustin, Milot, Notre-Dame-de-Lorette, Sainte-Marguerite-Marie and other territories comprised, totally or partly within a 8-kilometre radius of their limits.

## **3.00. Hours of work**

### **3.01. The standard workweek is :**

- (a) 40 hours for the mechanic ;
- (b) 42 ½ hours for other employees.

### **3.02. The hours of the standard workweek are scheduled :**

- (a) between 8 h and 17 h from Monday through Friday, for the mechanic ;
- (b) between 8 h and 17 h 30 from Monday through Friday for employees other than the parts clerk, the pump attendant, the serviceman and the night watchman.

**3.03.** For the pump attendant and the serviceman, the hours of the standard workday may not be scheduled over more than 11 consecutive hours.

**3.04.** Notwithstanding section 4.04, the pump attendant and the serviceman receive 10% in their regular rate for each hour worked between 17 h 30 and 7 h.

**3.05.** The pump attendant and the serviceman are entitled to 2 days off each week.

**3.06.** Any employee may ask for up to one hour without wage for his meal.

## **4.00. Overtime hours**

**4.01.** (1) Except for the pump attendant and the serviceman, hours worked over and above standard hours are paid at time and a half the regular rate.

(2) For the pump attendant and the serviceman, the increase is paid after 8 ½ consecutive hours of work.

**4.02.** (1) However, work performed after regular hours to complete work already begun is not paid at overtime rates if such work does not last more than 15 minutes each day up to a maximum of one hour per week.

(2) If this work lasts more than 15 minutes, it is paid according to the increased rate provided for overtime hours when regular working hours end.

**4.03.** Double time is paid for work performed on Sunday or on a general holiday with pay.

**4.04.** (1) Any work performed after the fourth hour of overtime on the same day, is paid at double time the regular rate.

(2) This increase applies as long as the employer has not granted 8 consecutive hours of rest to his employee.

**4.05.** For all calls performed outside the regular hours of work, the town-truck driver is entitled to an amount of 5 \$ in addition to his overtime pay.

#### **5.00. Call-backs and call-ins**

**5.01.** Any employee called back to work after leaving his work premises receives a wage at least equivalent to 3 times his regular hourly rate.

#### **6.00. General holidays with pay**

**6.01.** The following days are general holidays with pay : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, 24 December, Christmas, 26 December and 31 December.

**6.02.** Except for the National Holiday, when one of the paid general holidays provided for in section 6.01 falls on a Saturday or a Sunday, it shall be held over to the following Monday or Tuesday.

**6.03.** Except for the National Holiday, the pay received by an employee for each general holiday with pay is equal to his wage for one regular working day provided that :

(a) he has 3 months' continuous service ;

(b) he worked or was on an authorized leave the regular workday preceding and following the holiday ;

(c) he was not absent due to an accident or illness more than one month before the holiday.

**6.04.** For all employees, St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

#### **7.00. Annual vacation with pay**

**7.01.** The qualifying period for annual vacations extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, has less than one year's continuous service with the same employer, has a vacation of one working day for each month's continuous service up to a maximum duration of 2 weeks. The vacation pay is 4% of the employee's wage earned during the qualifying period.

**7.03.** The employee who, on 1 May, has one year's continuous service with the same employer, has 2 weeks' vacation. The vacation pay is 4% of the employee's wage earned during the qualifying period.

**7.04.** The employee who, on 1 May, has 5 years' continuous service with the same employer, has 3 weeks' vacation. The vacation pay is 6% of the employee's wage earned during the qualifying period.

**7.05.** The employee who, on 1 May, has 12 years' continuous service with the same employer receives 4 weeks of vacation. The vacation pay is 8% of the employee's wage earned during the qualifying period.

**7.06.** The employee who, on 1 May, has 20 years' continuous service with the same employer, receives 5 weeks of vacation. The vacation pay is 10% of the employee's wage earned during the qualifying period.

**7.07.** However, the employee may choose, according to sections 7.03, 7.04, 7.05 and 7.06 the following method of payment : the basic hourly rate multiplied by the number of workhours in his regular workweek, multiplied by the number of vacation weeks. But in the case when an employee was absent for 3 months or more during the current period from 1 May to 30 April preceding the vacation period, the payment of the wage must be made according to the percentage concerned.

**7.08.** At the time of termination of employment, the employee receives the vacation pay acquired before the preceding 1 May, if not taken, plus the pay owing to him for the period elapsed since the said date.

**7.09. Annual vacation :** Unless otherwise agreed upon between an employee and his employer, annual vacation weeks are taken as follows :

(a) the employer gives preference to each employee to choose his weeks of annual vacation according to seniority ;

(b) the first and second weeks are taken consecutively, between 1 May and 15 September ;

(c) the third, fourth and fifth weeks are taken between 15 September and 30 April. The third week may, however, be taken during the periods provided for in paragraph *b* on condition that other employees are not prejudiced in the choice of their vacation period ;

(d) the employer is not obliged to grant a vacation to more than one employee for each group of 4 employees or less by department (mechanics, body work, parts) ;

(e) the annual vacation pay is paid to the employee before he leaves on vacation. The vacation pay is also paid to the employee when he voluntarily leaves his employment, is laid off or dismissed. The remuneration paid to the employee in such cases must be equal to the vacation pay acquired before the preceding 1 May for vacation days not taken, plus 4%, 6%, 8% or 10% of the wages earned since 1 May, according to the applicable percentage, under sections 7.03, 7.04, 7.05 and 7.06 ;

(f) an employee who is the victim of an accident or who is ill and not cured before the beginning of the period chosen for his vacation, may take his vacation at another date after agreement with his employer ;

(g) the employee has the right to know at least 16 days in advance, the date of his annual vacation in writing ;

(h) the employer is forbidden to replace by a monetary compensation the vacation prescribed in this section.

**7.10.** The employer may partly or completely close his enterprise during annual vacations. In the first case, he may not divide his employees into more than 2 groups and the vacation is granted between 24 June and 15 August. The employer posts the closing dates on 1 May at the latest.

**7.11.** When a general holiday with pay falls during an employee's annual vacation, he is entitled to one extra day

of vacation or is paid for such day at straight time after agreement with the employer.

**7.12.** The employee working in a commercial establishment subject to the Act respecting commercial establishments business hours (R.S.Q., c. H-2), receives his annual vacation pay and an additional amount of 4% of his wages earned during the qualifying period.

However, when an employer grants to this employee during the qualifying period as many holidays with pay as those provided for in Division 6.00, he shall not have to pay this additional amount.

If these general holidays with pay are not the same as those provided for in Division 6.00, the employer notifies the parity committee during May of each year.

## **8.00. Bereavement leave**

**8.01.** Any employee who has 3 months' continuous service may be absent from work for 2 consecutive working days without a loss in his wage, between the day of the death and the funeral day inclusively, in the event of the death of his father, mother, spouse or child.

## **9.00. Apprenticeship**

**9.01.** The word "apprentice" designates any person learning one of trades governed by this Decree.

**9.02.** No apprentice shall be accepted before 16 years of age. He shall have completed the seventh year of the elementary course or the equivalent thereof.

**9.03.** Apprenticeship lasts 4 years.

**9.04.** Upon entering the industry regulated by the Decree, apprentices shall register with the parity committee so that the various stages of apprenticeship may be recorded. Employers shall not hire apprentices who have not complied with this provision.

**9.05.** The apprentice shall report to the parity committee every 6 months.

**9.06.** Upon expiration of his apprenticeship, the apprentice shall sit for an examination before the board of examiners of the parity committee in order to obtain his competency certificate.

**9.07.** Should he fail the examination, the candidate may sit for another examination after 3 months.



**9.08.** Apprentices who attended a school under the Specialized Schools Act (R.S.Q., c. E-10) shall be granted a credit proportionate to the length of their studies and the result of their examinations.

**9.09.** No employer may have more than one apprentice for 2 Class A and B journeymen.

## 10.00. Wages

### 10.01. Hourly rates :

Classification		As of 81-10-01
(a) journeyman :		
A .....	9,70 \$	10,67 \$
B .....	8,90	9,79
C .....	8,00	8,80
(b) apprentice :		
1 <sup>st</sup> year .....	6,12 \$	6,73 \$
2 <sup>nd</sup> year .....	6,32	6,95
3 <sup>rd</sup> year .....	6,75	7,43
4 <sup>th</sup> year .....	7,30	8,03
(c) serviceman :		
1 <sup>st</sup> year .....	5,47 \$	6,02 \$
2 <sup>nd</sup> year .....	5,87	6,46
3 <sup>rd</sup> year .....	6,57	7,23
4 <sup>th</sup> year .....	6,91	7,60
(d) night watchman and janitor .....	4,59 \$	5,05 \$
(e) messenger .....	5,24 \$	5,76 \$
(f) parts clerk :		
1 <sup>st</sup> year .....	5,21 \$	5,73 \$
2 <sup>nd</sup> year .....	5,32	5,85
3 <sup>rd</sup> year .....	5,69	6,26
4 <sup>th</sup> year .....	5,92	6,51
5 <sup>th</sup> year .....	6,33	6,96
6 <sup>th</sup> year .....	6,78	7,46
7 <sup>th</sup> year .....	7,43	8,17
8 <sup>th</sup> year .....	8,62	9,48
(g) pump attendant .....	3,95	4,20.

**10.02.** The employee receives his wages at regular intervals not exceeding 16 days in cash or by cheque in a sealed envelope. The following particulars shall be listed on the pay envelope, cheque or separate earnings statement :

- (a) the employee's complete name ;
- (b) the payment date and corresponding work period ;

- (c) the number of regular hours ;
- (d) the number of overtime hours ;
- (e) the employee's wage rate ;
- (f) the type and amount of deductions made ;
- (g) the employee's gross wages and take-home pay.

**10.03.** Notwithstanding any other provision of the Decree, the employee's weekly wage shall not be inferior to that which he would receive if he were paid according to the Regulation respecting labour standards (c. N-1.1, r.3) or to any other further regulation which could amend or replace it.

## 11.00. Miscellaneous provisions

**11.01.** The only working conditions applicable to the temporary employee are those provided for in sections 3.06, 7.01, 7.02, 7.03, 7.05, 7.06, 7.07, 7.08, 7.11 and Division 10.00.

## 12.00. Term

**12.01.** The Decree shall remain in force until 10 February 1978. It is then automatically renewed from year to year thereafter unless one of the contracting parties gives a written notice to the contrary to the Minister of Labour, Manpower and Income Security and to any other contracting party during the month of December 1977 or of any subsequent year.

O.C. 194(B)-59, (1959) 91 O.G., 1388  
O.C. 679(A)-59, (1959) 91 O.G., 2970  
O.C. 748(A)-59, (1959) 91 O.G., 3262  
O.C. 1399(C)-61, (1961) 93 O.G., 2878  
O.C. 163(A)-62, (1962) 94 O.G., 1008  
O.C. 931(B)-62, (1962) 94 O.G., 3178  
O.C. 300(B)-63, (1963) 95 O.G., 1226  
O.C. 527-64, (1964) 96 O.G., 1703  
O.C. 1766(A)-65, (1965) 97 O.G., 4937  
O.C. 1932(B)-65, (1965) 97 O.G., 5352  
O.C. 1520-66, (1966) 98 O.G., 4993  
O.C. 2524-68, (1968) 100 O.G., 4852  
O.C. 4408-71, (1972) 104 O.G., 67  
O.C. 1918-72, (1972) 104 O.G., 5736  
O.C. 218-73, (1973) 105 O.G.II, 224  
O.C. 1747-73, (1973) 105 O.G.II, 2301  
O.C. 4655-73, (1973) 105 O.G.II, 6973  
O.C. 4718-75, (1975) 107 O.G.II, 5603  
O.C. 1561-77, (1977) 109 O.G.II, 2403  
O.C. 148-79, (1979) 111 G.O., 583  
O.C. 1186-79, (1979) 111 G.O., 3113  
O.C. 2188-79, (1979) 111 G.O., 5361  
O.C. 3500-80, (1980) 112 G.O.II, 4577



c. D-2, r.51

## **Decree respecting service station and gasoline pump attendants in the Chicoutimi region**

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, pursuant to the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereafter mentioned have submitted to the Minister of Labour, Manpower and Income Security a petition to render obligatory the collective labour agreement entered into between :

on the one part :

*Le Syndicat des employés de postes d'essence du Saguenay Inc. ;*

and, on the other part :

*L'Association pour service à l'automobile ;*

for the employers and the employees of the trade and occupations concerned according to the conditions described in the *Québec Official Gazette* of 18 August 1962 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the trades and occupations concerned and in the territorial jurisdiction indicated in the said petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objection raised has been considered in pursuance of the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted pursuant to the Act with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 18 August 1962.

### **1.00. Interpretation**

**1.01.** In this Decree, the following expressions mean :

(a) “tradesman” : any employee whose main duties are related to maintenance work, tests, checks, repairs,

changes or other work of a similar nature necessary or useful to the good operation of motor vehicles ;

(b) “serviceman” : any employee who :

i. sells gasoline or lubricants ;

ii. washes, greases or drives automobiles ;

iii. changes or repairs inner tubes or tires ;

iv. changes batteries, belts, tubes, wipers, headlights, filters, mufflers or other similar parts and also sells the said parts ;

v. does towing services ;

vi. does emergency breakdown services ;

vii. picks up or drives back customers ;

viii. cleans and sees to the heating of the establishment ;

ix. sees to the maintenance of the grounds belonging to the establishment ;

(c) “pump attendant” : any employee whose functions are primarily related to the sale of gasoline and lubricants, the washing of motor vehicles, the surveillance of self-service gasoline pumps, regular service work such as : checking air pressure in tires, checking the fluid level in batteries, installing and selling batteries, cleaning windshields, or other related work of the same type ;

(d) “temporary employee” : any employee who usually works less than 30 hours each week ;

(e) “automobile vehicle” : the vehicle defined in the Highway Code (R.S.Q., c. C-24).

### **2.00. Jurisdiction**

**2.01. Professional jurisdiction :** The Decree applies to the employees whose functions are defined in Division 1.00 as well as to their employers.

However, the Decree does not apply :

(a) to an employee working for an employer for which the operations governed by the Decree are limited to his own personal needs and services ;

(b) when the employee is mainly in charge of vulcanizing work ;

(c) when the employee is mainly occupied with the repair or alteration of automobile vehicles, their parts or accessories ;

(d) to the employee who exclusively sells automobile vehicle parts and accessories ;

(e) to an employee working for an employer who has a licence for the sale of automobile vehicles and trucks as provided for in the Highway Code.

**2.02. Territorial jurisdiction :** The Decree applies to the municipalities of Chicoutimi, Chicoutimi-Nord, Arvida, Jonquière, Kénogami, Bagotville, Port-Alfred, Rivière-du-Moulin, Saint-Jean-Eudes, Saint-Ambroise and Grande-Baie and to the territories situated within 8 kilometres of their limits.

### **3.00. Hours of work**

**3.01.** The standard workweek for the tradesman is 42½ hours. The standard workweek for other employees is 44 hours.

**3.02.** For the tradesman, the hours of the standard workweek are scheduled from 8 h to 18 h, from Monday to Saturday.

**3.03.** For the serviceman, the hours of the standard workweek are scheduled from Monday to Saturday but shall not exceed 10 hours per day.

**3.04.** For the serviceman and for the pump attendant, the employer may set up several successive shifts. Any employee working on a shift is entitled to a 10% premium on his standard hourly rate for any hour worked between 18 h and 7 h. The standard workweek for these shifts is 44 hours.

**3.05.** The employer may have work performed by a serviceman and a pump attendant at their standard rate on a holiday, on condition that the employee is granted one holiday with pay within the 3 weeks preceding or following this holiday.

**3.06.** The employee may demand up to one hour off without wages to take his meal, after he has worked more than 5 consecutive hours.

**3.07.** Any employee is entitled to 10 minutes off in the middle of each half-day of work, on the work premises.

**3.08.** The weekly work schedule mentioned in this Division does not include meal hours.

**3.09.** Any employee shall be entitled to a weekly rest period of at least 36 consecutive hours.

### **4.00. Overtime hours**

**4.01.** Any work performed over and above standard work hours is paid at time and a half.

**4.02.** Any work performed on Sunday or on a general holiday is paid at double time.

### **5.00. Recall**

**5.01.** This Division applies to the employee recalled by his employer after leaving work.

**5.02.** Any employee recalled by his employer receives pay equal to 3 hours of work at his standard rates.

### **6.00. Holidays**

**6.01.** St. John the Baptist's Day is a general holiday with pay, pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**6.02.** The following days are general holidays with pay, whatever day of the week on which they fall : New Year's Day, 2 January, Easter Monday, 1 July, Labour Day, Thanksgiving Day, Christmas Day and 26 December.

**6.03.** When a holiday falls on a Sunday, it is postponed to the standard workweek following this Sunday.

**6.04.** The pay received by the employee for each holiday listed in this section is equal to his pay for one standard day of work up to 8 hours.

### **7.00. Paid annual vacation**

**7.01.** The qualifying period for paid annual vacations extends from 1 May of the preceding year to 30 April of the current year.

**7.02.** The employee who, on 1 May, has less than one year of continuous service with the same employer, receives an annual vacation equal to one working day for each month of continuous service for a maximum of 2

weeks. The pay for this vacation is 4% of the wages earned during the qualifying period.

**7.03.** The employee who, on 1 May, has one year of continuous service with the same employer, receives a 2 weeks' vacation. The pay for this vacation is 4% of the wages earned during the qualifying period.

**7.04.** The employee who, on 1 May, has 3 years' continuous service with the same employer, receives a 3 weeks' vacation. The pay for this vacation is 6% of the wages earned during the qualifying period.

**7.05.** The employee who, on 1 May, has 10 years of continuous service with the same employer, receives a 4 weeks' vacation. The pay for this vacation is 8% of the wages earned during the qualifying period.

**7.06.** The pay for the annual vacation is paid to the employee before he leaves on vacation.

**7.07.** The employer advises his employee at least one month in advance as to the date of his annual vacation.

**7.08.** Any employee may ask to take his first 2 weeks of annual vacation consecutively between 1 May and 30 September.

**7.09.** When an employee quits his employment, he is entitled to the vacation pay acquired before the preceding 1 May, if the vacation has not been taken, plus the amount due to him for the period since that date.

**7.10.** The annual vacation exceeding one week may be divided at the request of the employee.

**7.11.** When one of the holidays mentioned in section 6.01 falls during the vacation period of the employee, he is entitled to one additional day of vacation.

**7.12.** The 4% owing for the annual vacation of the temporary employee is paid each week along with his wages.

## **8.00. Special leave**

**8.01. Death :** On the occasion of the death of his father, mother, the person to whom he is married or with who he lives maritally within the meaning of paragraph *b* of subsection 3 of section 1 of the Act respecting labour standards (S.Q., 1979, c. 45 ; after consolidation : R.S.Q., c. N-1.1), child, brother, sister, father-in-law or mother-in-law, any employee is entitled to a leave with pay for the

period extending from the day of the death until the funeral day, up to 3 workdays. He may also be absent during one other workday, but without wages, on this occasion.

**8.02. (1) Wedding :** An employee may be absent from work for one workday without a loss in wages, on his wedding day. He may also be absent without wages on the wedding day of one of his children.

(2) **Birth or adoption :** An employee may be absent with wages for one workday on the occasion of the birth or the adoption of a child ; he is also entitled to one other workday, but without wages, on this occasion.

**8.03. Sick leave :** During one year of service, the employee is entitled to one day of sick leave per month and up to 8 days per year. These days of sick leave are not cumulative. The employer may demand a medical certificate for any day of sickness.

If the employee did not use any sick leave during the year, he is then entitled either to 3 days of wages or to 3 days off.

## **9.00. Wages**

**9.01.** Employees receive at least the following hourly rates :

tradesman :

(a) apprentice, 1 <sup>st</sup> year . . . . .	5,32 \$
(b) apprentice, 2 <sup>nd</sup> year . . . . .	5,90
(c) apprentice, 3 <sup>rd</sup> year . . . . .	6,33
(d) apprentice, 4 <sup>th</sup> year . . . . .	7,83

serviceman :

(a) 1 <sup>st</sup> year . . . . .	4,89
(b) 2 <sup>nd</sup> year . . . . .	5,32
(c) 3 <sup>rd</sup> year . . . . .	5,96
(d) 4 <sup>th</sup> year . . . . .	6,47
(e) 5 <sup>th</sup> year . . . . .	7,11

pump attendant . . . . . 4,35.

**9.02.** The employee's wages are paid in cash in a sealed envelope or by cheque or by bank transfer at regular intervals not exceeding 16 days ; the following particulars shall appear on the envelope or on a separate earnings statement :

- (a) the employee's family name and given names ;
- (b) the date of payment and the work period corresponding to payment ;
- (c) the employer's name ;
- (d) the employee's classification ;
- (e) the number of hours paid at the standard rate ;
- (f) the number of overtime hours paid at the applicable increase ;
- (g) the nature and amount of premiums, indemnities, allowances or commissions paid ;
- (h) the wage rate ;
- (i) the amount of gross wages ;
- (j) the nature and amount of deductions made ;
- (k) the amount of the net wages paid to the employee.

Moreover, in the case of the temporary employee, the amount for the annual vacation pay shall appear on the earnings statement.

**9.03.** Any employee who quits his employer to enter the service of another employer keeps his right to acquired experience and to the appropriate wages.

**9.04.** Notwithstanding any other provision of the Decree, the employer shall grant the employee at least the minimum weekly wage which is payable to him according to the Regulation respecting labour standards (c. N-1.1, r. 3) or to any further regulation that could amend or replace it.

## **10.00. Miscellaneous provisions**

**10.01.** The sole working conditions of the Decree applicable to the temporary employee are listed in sections 7.01, 7.02, 7.03, 7.08, 7.10, 7.12, 9.01, 9.02, 9.03, 9.04 and 10.02.

**10.02.** An employer may ask a temporary employee to work more than 30 hours in the same week only under special circumstances.

## **11.00. Term**

**11.01.** The Decree remains in force until 31 December 1981. It is then automatically renewed from year to year thereafter, unless one of the contracting parties is opposed and gives a written notice to the Minister of Labour, Manpower and Income Security and to any other contracting party during November of 1981 or of any subsequent year.

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O.C. 1905-62, (1962) 94 O.G., 5749  
 O.C. 903(C)-63, (1963) 95 O.G., 2842  
 O.C. 1478(E)-65, (1965) 97 O.G., 4179  
 O.C. 1932(B)-65, (1965) 97 O.G., 5352  
 O.C. 831(D)-66, (1966) 98 O.G., 2674  
 O.C. 370-67, (1967) 99 O.G., 1509  
 O.C. 1710-68, (1968) 100 O.G., 3459  
 O.C. 1980-70, (1970) 102 O.G., 2639  
 O.C. 218-73, (1973) 105 O.G. II, 224  
 O.C. 570-73, (1973) 105 O.G. II, 425  
 O.C. 4655-73, (1973) 105 O.G. II, 6973  
 O.C. 1491-74, (1974) 105 O.G. II, 1897  
 O.C. 4043-76, (1976) 108 O.G. II, 7117  
 O.C. 3883-78, (1978) 111 G.O., 431  
 O.C. 148-79, (1979) 111 G.O., 583  
 O.C. 2868-81, (1981) 113 G.O. II, 3339



c. D-2, r.52

## **Decree respecting the flat glass industry**

An Act respecting collective agreement decrees (R.S.Q., c. D-2)

WHEREAS, in accordance with the Act respecting collective agreement decrees (R.S.Q., c. D-2), the contracting parties hereinafter mentioned have petitioned the Minister of Labour, Manpower and Income Security to render obligatory the collective labour agreement entered into between :

on the one part :

The Association of the flat glass industry of Québec ;  
and, on the other part :

Glaziers and glassworkers, local 1135, of the International Brotherhood of Painters and Allied Trades ;  
for the employers and employees of the industry and trades concerned, according to the conditions described in the *Québec Official Gazette* of 12 October 1963 ;

WHEREAS the said agreement has acquired a preponderant significance and importance for the establishing of working conditions in the industry and trades concerned and in the territorial scope indicated in the petition ;

WHEREAS the Act has been duly observed as regards the publication of notices ;

WHEREAS the objections set forth have been duly considered, as required by the Act ;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Labour, Manpower and Income Security :

THAT the said petition be accepted, pursuant to the said Act respecting collective agreement decrees with, however, the following new provisions to be substituted for the conditions described in the *Québec Official Gazette* of 12 October 1963.

### **1.00. Territorial jurisdiction**

**1.01.** The territorial jurisdiction of this Decree includes all the territory of Québec.

### **2.00. Professional and industrial jurisdiction**

**2.01.** This Decree applies exclusively to all work normally performed by employees in the flat glass industry and without limiting the work described hereinafter :

(a) the setting, the removal, the cutting, the preparation or handling of art glass, prism glass, window glass, lead glass, bevelled glass, safety glass, plate glass, mirrors of all types, wired glass, ribbed glass, ground glass, coloured glass, figured glass, wrought glass, vitrolite, Carrare, spandrel panels and all other types of opaque glass, glass chalkboards, structural glass, tempered and laminated glass, thiokol, neoprene and all other types of sealants, all types of glass cements, all types of insulated glass units, all plastics and other similar materials when used instead of glass and placed or installed in frames made of rubber, lead or all types of mastics, in wood, masonry, iron aluminium or in sheet-metal sashes, skylights doors, frames, wall cases, showcases, sideboards, partitions and fixtures.

The preceding paragraph includes the fabrication, manufacture, reception, handling, storage, delivery and temporary or permanent installation of the materials mentioned heretofore, whether in the shop or on the job-site, and also the fabrication, manufacture, reception, handling, storage, delivery, and the installation of all framing materials (when the glass or one of the materials already mentioned is an integral and important part of the products finished by the same employer) of all the metals that are compressed, rolled or fabricated, or all materials which replace or reinforce them, of metal tubes, horizontal or vertical mullions, metals or other prefabricated coating materials, decorating materials, fascia trims, mouldings, porcelaine panels, architectural porcelaine, panels made of plastic, glass, and other related materials, including all the materials used in the installation and erection of store fronts, or curtained walls, doors (moving or fixed), door frames, frames (moving or fixed), window frames, skylights, bathtub enclosures, window sashes, door sashes and all other similar work or framing involving metal or substitute materials and installed with a fixed base or otherwise ;

(b) bevelling, polishing scratches, sanding, engraving and cutting flat glass in all its forms, tempering, holedrilling, operating belt machines, and operating all machines used in transforming and installing glass, related materials and metals, automatic bevelling, silvering, milling, polishing, unpacking and storing glass or other materials, packing glass, cleaning glass, cleaning and scraping mirrors, fabricating, manufacturing, installing, framing or inspection of all types of insulated units, installing mirrors and the operation of all equipment, machines, and tools required for the said purposes.

**2.02.** This Decree does not apply to the fabrication and installation of "Kalamein" doors.

**2.03.** This Decree does not apply to the laying of glass blocks.

**2.04.** This Decree does not apply to the setting of automobile glass.

### **3.00. Occupational classification and wage rates**

**3.01.** Classifications and applicable wage rates are as follows :

#### *Classifications :*

(1) Framer .....	6,45 \$
(2) General helper .....	6,35
(3) Packer .....	7,00
(4) Shipper-receiver .....	7,05
(5) Draughtsman on sand blasted and chipped glass .....	7,10
(6) Spray painter .....	7,10
(7) Truck driver :	
Class A .....	7,54
Class B .....	7,39
Class C .....	7,19
(8) Operator, mobile loading and unloading equipment :	
Class A .....	7,24
Class B .....	6,84
(9) Cutter and glazier :	
Class A .....	7,29
Class B .....	7,00

(10) Belt worker :	
Class A .....	7,33
Class B .....	6,84
(11) Scratch polisher, examiner :	
Class A .....	7,34
Class B .....	7,00
(12) Polisher (horizontal or vertical felt or cork wheel) :	
Class A .....	7,34
Class B .....	7,10
(13) Operator, automatic levelling, polishing and silvering machine :	
Class A .....	7,34
Class B .....	7,00
(14) Assembler of sealed insulated glass panels :	
Class A .....	7,34
Class B .....	7,00
(15) Setter, inside :	
Class A .....	7,34
Class B .....	7,00
(16) Cutter, window glass :	
Class A .....	7,50
Class B .....	7,10
(17) Silverman :	
Class A .....	7,52
Class B .....	7,00
(18) Fitter, mirrors and showcases .....	8,55
(19) Beveller :	
Class A .....	7,57
Class B .....	7,15
(20) Cutter, plate glass :	
Class A .....	7,57
Class B .....	7,15
(21) Beveller-engraver :	
Class A .....	7,60
Class B .....	7,18
(22) Setter, glass and spandrel panel .....	9,99
(23) Setter, mechanic (glazier) .....	10,42
(24) Setter, mechanic (setter, storm doors, storm and prefabricated panels) .....	10,42
(25) Glass temperer (tempered glass) .....	7,30
(26) Glass temperer (anodizing treatment) ..	6,65

(27) Racker . . . . .	7,00
(28) Travelling crane operator . . . . .	7,24
(29) Serviceman . . . . .	7,34.

**3.02.** Any new employee joining the industry who does not hold a classification certificate issued by the Parity Committee for the Flat Glass Industry may be hired at the following starting rates : 4,80 \$.

After having cumulated 1 500 hours of work, he is given a classification either as general helper or framer, or in one or the other of the Class B classifications mentioned in section 3.01 and he receives the corresponding wage after obtaining his classification certificate from the Parity Committee for the Flat Glass Industry.

If the employee is absent 2 years from the industry, the second paragraph does not apply respecting the cumulated hours.

**3.03.** The starting rates for a new employee in the industry do not apply to truck drivers, to setter-mechanics or to glass and spandrel panel setters and to their apprentices.

**3.04.** For the enforcement of this Decree, employees are placed in Class A who :

- (a) have worked for a period of at least 3 years in the same employment ; or
- (b) have reached a level of competency allowing them to take complete charge of the work in their classification.

Any employee not in Class A of his category shall be Class B.

If an employer refuses to place an employee in Class A, such employee may appeal to the parity committee and this committee shall have the employee pass an examination and shall determine whether the said employee is in Class A or B.

#### **4.00. Job descriptions**

For the purposes of this Decree, the type of work and duties of employees are as follows :

**4.01. Setter, glass and spandrel panels :** Such employees shall be qualified to take charge of the setting, removal, cutting, preparation and handling of art glass, prism glass, window glass, lead glass, bevelled glass, safety glass, plate glass, mirrors of all types, wired glass, ribbed glass, ground glass, coloured glass, figured glass, vitrolite, carrara, spandrel panels, and all other types of opaque glass, glass chalkboards, structural glass, tempered and laminated glass and all other types of insulating glass

units ; all plastics or related materials when used in place of glass, the same to be installed with the use of glass cements, thiokol, neoprene, or all other types of sealants, to be set or glazed with putty, moulding, rubber, lead and all types of adhesives, in wood, masonry, iron, aluminium or sheet-metal sashes, skylights, doors, frames, wall cases, show cases, sideboard, partitions and fixtures. They shall also be qualified to take charge of the installation, either temporary or permanent, of the aforementioned materials, be it in the shop or on the job-site, or for any building undergoing repairs, remodelling, alteration or construction. He shall be capable of checking the work to be performed, of carrying out the necessary measures, of preparing the material used to perform the work and of seeing to truck loading, having receipts and delivery bills signed, collecting payments from clients and making daily reports.

**4.02. Setter-mechanic (glazier) :** These employees must be qualified to take complete charge of all operations applying to the glass industry and respecting service, repair, installation and repair of rolled, extruded or fabricated metals, or any materials replacing or reinforcing the same ; metal tubes, horizontal and vertical mullions, facings made of metal or other materials, prefabricated coatings, trimmings, fascia trims, mouldings, porcelain panels, architectural porcelain, glass or plastic panels or domes or related materials, including all materials used in the installation and erection of doors (moving or fixed), door frames, windows (moving or fixed), window frames, skylights, windows of all sizes, bathtub enclosures, entrances and vestibules, showcases, storefronts, curtained walls of all sizes and all similar work made of sheet metal or moulding and installed with a fixed base or otherwise. They shall also be capable of inspecting the work to be done, effecting the necessary measurements, preparing the material for the job and seeing to the loading of the truck, having the delivery receipts and accounts signed, collecting payments from customers and making daily reports. These employees shall also be qualified to read and interpret the plans respecting all operations described above.



**4.03. Setter, inside :** Such employee must be qualified to take charge of the cutting, assembling, preparation (when these operations are related to the flat glass industry) of all extruded, rolled or fabricated metals, or any materials replacing or reinforcing the same ; metal tubes, mullions, facing made of metal or other materials, muntins, fascia trim, mouldings, porcelain panels, architectural porcelain, plastic or glass panels, skylights, entrance doors and vestibules, show-case doors, doors (moving or fixed) and door frames, windows (vented or fixed), window frame assemblies, and bathtub enclosures.

**4.04. Framer :** Such employee does assembly line work exclusively. He cuts and serially assembles residential doors and windows in the shop.

**4.05. Beveller-engraver :** Such employee must be qualified to take charge of all bevelling, in all types of widths ; scratch-polishing, flat glass wheel-cutting (floral or others), mitre-cutting, engraving, hole-drilling ; the operation of belt machines, of grinding and polishing and the proper operation and care of all equipment, machines and tools for these operations.

**4.06. Cutter, plate glass :** Such employee must be qualified to take charge of the cutting of plate glass, and window glass (clear or silvered), figured glass (rolled or wired), vitrolite, carrara, laminated and safety glass, corrugated glass, the said glass being of all thicknesses and shapes and the cutting thereof to be of a high standard of efficiency and economy.

**4.07. Cutter, window glass :** Such employee must be qualified to take charge of the cutting of window glass (clear or silvered), figured glass, rolled glass, coloured glass and figured coloured glass, the said glass being of all thicknesses and shapes.

Such employees are also expected to do production cutting with or without the help of special machines or tools, or both.

**4.08. Silver :** Such employee must be fully acquainted with the different silvering qualities of glass and be fully qualified to take charge of the washing operations, stripping, and preparing the said glass ; the efficient and economical preparation of silvering solutions which he applies himself, as well as the painting, cleaning and crating of the said glass.

**4.09. Beveller :** Such employee must be qualified to take charge of the operation of bevelling of all types and widths ; scratch polishing, mitre cutting, hole drilling ; the operation of belt machines for grinding and polishing and the operation and care of all equipment, machines, and tools for such operations.

**4.10. Lead cutter and glazier :** Such employee must be qualified to take charge of preparing all patterns and designs and the cutting of sheet and window glass, coloured glass, figured glass, figured rolled glass and metals in sizes and shapes as required by his trade.

**4.11. Operator, automatic bevelling and polishing machine, or automatic silvering machine :** Such employee shall be qualified to take charge of the operation of equipment, machines and tools for automatic bevelling and polishing operations and automatic silvering operations. He shall master the mechanics thereof and take charge of their maintenance.

**4.12. Scratch polisher, examiner :** Such employee must be qualified to detect scratches and minor defects in all types of glass. He must use sound judgment in the selection of such glass that can be repaired efficiently and economically and thus be able to remove said scratches or defects with the use of equipment, machines and tools thereof.

**4.13. Polisher and buffer (horizontal or vertical, felt or cork wheel) :** Such employee must be qualified to take charge of the operation of equipment, machines and tools for polishing or buffing glass. He must also be qualified in the operation of belt machines and be able to take charge of the maintenance thereof.

**4.14. Belt worker :** Such employee must be qualified to take charge of the operation of equipment, machines and tools for grinding, polishing and buffing glass as well as belt machines, their components and take charge of the maintenance thereof.

**4.15. Operator, mobile loading and unloading equipment :** Such employee shall be fully qualified in the safe operation and efficient maintenance of mobile equipment, machines and tools for loading and unloading goods in or out of the premises.

**4.16. Packer :** The employee whose main occupation is the fabrication of packing boxes and all handling for packing purposes.

**4.17. Assembler of sealed insulated glass units :** Such employee shall be qualified to take complete charge of the preparation of the material, and the fabrication, assembly, filing, verification and inspection of all types of sealed insulated glass units and their adjustment, and the operation and maintenance of any equipment, machinery or tools required for the above work, and installation procedure done manually or by welding or by any other mechanical means.

**4.18. Shipper-receiver :** Such employee does the loading and unloading of trucks, classifies material in the warehouse, prepares deliveries according to orders and verifies material received.

**4.19. Glass temperer (anodizing treatment) :** Such employee shall be qualified to control tank temperatures, to operate the boom, to ensure that the metal support is installed on the right side, and to see that maintenance of equipment is correctly done.

**4.20. Glass temperer (tempered glass) :** Such employee must be qualified to regulate oven temperature, including the operation and control of the machine, to install the hooks and maintain adequate air pressure.

**4.21. General helper :** Such employee shall assist all classified employees in the performing of their duties and shall perform all unclassified duties. The general helper shall not work in classifications requiring a competency card for setter-mechanic, or setter-glass and spandrel panel, or for apprentices.

**4.22. Truck Driver :**

(1) **Class A :** Such employee drives semi-trailers or trailers, with or without crane including pick-ups of 1 000 kilograms (1 ton) or less with trailer. He does the delivery, the required collections from clients and the loading and unloading of his truck.

(2) **Class B :** Such employee drives a truck equipped with a boom operated by himself, or an 8-wheel truck or larger without boom or a pick-up of 1 000 kilograms (1 ton) or less with trailer. He does the delivery, the required collection from clients and the loading and unloading of his truck.

(3) **Class C :** Such employee drives any other type of truck ; he does the delivery, the required collections from clients and the loading and unloading of his truck.

**4.23. Maintenance man :** Such employee entrusted with the repair, restoration and maintenance of the factory as well as the maintenance and repair of any equipment for the good working of the enterprise. This classification applies only to the employee working 2/3 of his weekly hours at the duties mentioned above.

**4.24. Travelling crane operator :** Employee who directs the operation of the travelling crane for the loading and unloading of trucks, boxes and glass blocks and sees to the maintenance and the working of the travelling crane. This classification applies only to the employee working 2/3 of his weekly hours at the duties mentioned above.

**4.25. Racker :** Employee who installs hooks so that the metal is well anodized.

**5.00. Change of classification and higher rates**

**5.01.** An employer may require an employee to work temporarily (less than 30 days) in a classification lower or higher than his own ; he shall give the employee the wage rate for his usual classification.

When a change in classification is requested by the employee, he shall begin immediately to receive the rate of his new classification.

**5.02. Higher wage rates :** Notwithstanding the wage rates mentioned herein, an employee's wage rate shall not be decreased if his present rate is higher than that mentioned for his classification, as long as he remains in the said classification.

**6.00. Working hours (schedules)**

**6.01.** The standard workweek is 40 hours and daily hours are 8 hours per day scheduled from Monday to Friday inclusively.

**6.02.** Any work done outside the standard hours provided for in section 6.01 is overtime work and is paid at time and one half the regular rate of the employee.

**6.03.** Any work done on Sundays is paid at double time the regular rate of the employee.

**6.04.** Any work done on one of the holidays listed in Division 8.00 is paid at time and one half the regular rate of the employee.

**6.05. Emergency calls :** When an employee is called back on an emergency after his regular day's work, he shall be paid time and one half from the hour he leaves his lodgings until the hour he returns, or the hour beginning his next regular workday, whichever of these eventualities occurs first. The minimum payment for such work shall not be less than 4 hours' work at the regular rate.

**6.06.** In no case shall there be any pyramiding of over-time.

**6.07.** A 10-minute rest period without loss of pay shall be granted to all employees in to forenoon and a similar rest period in the afternoon on the work premises. The employer may fix the time of these rest periods.

**6.08. Call-in pay :** During the regular course of his employment, any employee who was not notified otherwise and who is present to work the following day receives a minimum compensation of 4 hours of work at his regular rate even if there is no work for the employee on that day. The employer may require that this employee remain on call during the hours that he is paid to wait.

The first paragraph does not apply in the event of weather conditions, picket lines or any other reason beyond the control of the employer, such as fire, flood (acts of God) ; the burden of proof for any such work stoppage falls to the employer.

**6.09.** When an employee who is the victim of a work accident must leave his work in order to visit a doctor or the hospital centre, he is entitled to his regular day's pay for the accident day and in addition, the employer pays the transportation expenses to the hospital centre. The employer shall also conform to the Workmen's Compensation Act (R.S.Q., c. A-3) and the Act respecting occupational health and safety (L.Q., 1979, c. 63 ; after consolidation : R.S.Q., c. S-2.1).

**7.00. Allowances for meals, transportation and accommodation**

**7.01. Local work (within a zone of 25 kilometres) :**

(1) When the work to be performed is located within a zone comprising a 25 kilometre radius from the centre of the urban community or the city, as the case may be,

where the employer's shop is located, the employee goes to work at the place indicated by the employer at his own expense. His time begins to count as of the hour authorized for the beginning of his shift and at the place indicated (presuming he is on time).

(2) Between the beginning and the end of his shift, all hours counted including travelling time from one place to another (normal exclusion for meals). Travelling time is at the employer's expense.

(3) At the end of the shift, if he has to return to the shop, transportation and the time taken to return are paid by the employer. Time ceases to count when his work ends on the site, if he is not required by the employer to return to the shop.

**7.02. Allowances outside the zone of 25 kilometres :** When an employee goes to work in a place outside the 25 kilometre zone, the following rules apply :

(a) when an employee works in a place outside the 25 kilometre zone, he shall appear at the employer's shop or at any place in the zone indicated by the employer and the employer shall provide the transportation from the place indicated to the working place ;

(b) at the end of his shift outside the 25 kilometre zone, if the employee is not required to return to the shop, the employer shall provide transportation to the place the employee has chosen at the beginning of the shift and shall pay any time taken by the employee to reach the destination ;

(c) when an employee has to stay the night and the employer has not provided a room, the employer pays 20 \$ per day for the room and he pays the meals up to :

i. breakfast :	2,50 \$
ii. lunch :	5,00
iii. dinner :	6,00.

The employer also pays the ordinary and necessary expenses.

When an employee works more than 8 consecutive days outside the shop, the employer pays an amount of 200 \$ per week for room and board ; in such cases, the amounts mentioned in this paragraph do not apply ;

(d) the employer shall count the travelling time to and from the work premises at the end of the work time at the employee's regular rate, without increase for overtime ;

(e) if the employee, due to distance, stays the night, the travelling time by truck or automobile to and from the workplace after the end of the workday shall be counted up to a maximum of 8 ½ hours or 8 hours, as the case may be, at the employee's regular hourly rate ;

(f) the travelling time does not include night travelling when the employer provides for the price of a bunk or the time spent in a hotel when the room is provided by the employer ;

(g) if an employee has to travel for his employer on Sundays, he shall be paid for travelling time at his regular hourly rate until 22 h. This paragraph shall not apply if the employee travels in the employer's truck ;

(h) for the purposes of sections 7.01 and 7.02, "center of the urban community or of the city" means the Parliament in Québec for the Urban Community of Québec and the crossing at St. Laurent and Jean-Talon Streets for the Urban Community of Montréal ; for any other city or municipality, the Town-Hall is considered as its center.

**7.03. Meal allowances (unforeseen additional work) :** When an employee is required to work for 3 hours or more after his regular quitting time without having been notified the day before, he is entitled to 5 \$ for his meal. If he was notified the day before that he works on the next day and that he was not required to work, he is entitled to a compensating amount of 5 \$. In the case of a truck driver, the amount of 5 \$ is paid for his meal if he worked 11 hours or more in the same day.

**7.04.** No employee is obliged to use his automobile in the service of his employer. If, on the latter's request, the employee uses his automobile for his employer's benefit, he is entitled to 0,13 \$ per kilometre travelled, which is deemed as covering all automobile expenses of the employee. This allowance is paid to the employee by means of a cheque separate from the pay cheque.

## **8.00. General holidays and annual vacation**

**8.01.** The following days are celebrated : New Year's Day, 2 January, Good Friday, the Queen's Birthday, Canada Day, Labour Day, Thanksgiving Day, 24, 25, 26, 27 and 31 December.

St. John the Baptist's Day is a general holiday with pay pursuant to the National Holiday Act (R.S.Q., c. F-1.1).

**8.02.** The employee is entitled to an annual vacation determined as follows :

(a) the employee who, on 30 April, has less than one year of continuous service with the same employer, is entitled to a continuous vacation with pay of one day per month of continuous service without exigible duration of the vacation exceeding 2 weeks ;

(b) the employee who, on 30 April, has one year of continuous service with the same employer, is entitled to 2 weeks of continuous vacation ;

(c) the employee who, on 30 April, has 5 years of continuous service with the same employer is entitled to 3 weeks of vacation with pay and 2 of these weeks are consecutive ;

(d) the employee who, on 30 April, has 15 years of continuous service with the same employer is entitled to 4 weeks of vacation with pay and 3 of these weeks are consecutive. The 3 weeks of continuous vacation may be divided if the employer and the employee agree.

## **8.03. Vacation and general holiday pay :**

(1) **Amount of pay :** At the end of each regular pay week, the employer credits each of his employees with the annual vacation pay and general holiday pay provided for in the first paragraph of section 8.01. Amounts are determined as follows :

(a) employees having less than 750 hours of accumulated service in the flat glass industry and who do not hold a classification certificate or an apprenticeship booklet are entitled to an amount equal to 4% of their gross wages earned during the week ;

(b) setter-mechanics and setters for glass and spandrel panels and their apprentices working on exterior projects are entitled to an amount equal to 10% of their gross wages earned during the week ;

(c) any employee not governed by paragraphs a or b is entitled to an amount equal to 9 ½ % of his gross wages earned during the week ;

(d) employees with 5 years of continuous service with the same employer are entitled to an amount equal to 11 ½ % of their gross wages earned during the week ;

(e) employees with 10 years of continuous service with the same employer are entitled to an amount equal to 12 ½ % of their gross wages earned during the week ;

(f) employees with 15 years of continuous service with the same employer are entitled to an amount equal to 13% of their gross wages earned during the week.

(2) The employer shall indicate on the pay cheque stub the amount credited to each of his employees, according to the provisions mentioned in subsection 1.

(3) There are 2 qualifying periods :

- (a) the first : from 1 May to 31 August ;
- (b) the second : from 1 September to 30 April.

(4) **Payment of wages :** The parity committee remits to the employee the amount owing to him on 10 December of the current year at the latest for the first qualifying period and on 2 July of the current year at the latest for the second qualifying period.

Notwithstanding the first paragraph, following the death of an employee, his legal heirs may claim the annual vacation pay and the general holiday pay before the end of the delay.

**8.04.** Work is forbidden during the last 2 complete weeks of July. However, the employer whose activities include the repair, installation or replacement of glass panes, shop-window glass, safety glass and other substitute materials, may maintain an emergency shift during such period, provided that he sends the names of the emergency shift workers to the Parity Committee of the Flat Glass Industry in a written notice to this effect before 15 June of each year.

**8.05.** The employee included in the emergency shift provided for in section 8.04 receives a guaranteed wage equal to the product of the number of hours included in the regular workweek, multiplied by his hourly wage rate. The employer shall not have an employee work more than 12 hours per day.

#### **9.00. Safety, health and maternity leave**

**9.01.** The employer shall supply first aid kits to each group of employees working outside the employer's shop or factory and each employee's truck shall be supplied with one of these kits.

**9.02.** For all work forecasted for a minimal continuous duration of one month outside the shop, by more than 15 employees for the duration of the work, the employer shall provide a clean, closed site for the use of these employees or allow them access to such site. This place shall be equipped with tables, chairs or benches for the employees to take their meals, to change and to place their working clothes to dry. These premises shall be heated to a comfortable temperature.

**9.03.** The provisions provided for in section 9.02 shall also apply when more than 15 employees work inside the shop.

**9.04.** Any employee required to perform night emergency work involving glass repair or installation of more than 1,674 m<sup>2</sup> (18 ft<sup>2</sup>) must be assisted in his work.

**9.05. Maternity leave :** A female employee who after 12 month's employment with her employer, is absent from her employment due to pregnancy shall be hired back within 2 weeks of reception by the employer's representative of a doctor's certificate attesting to her capacity to return to work, on condition that this certificate is presented at least 6 weeks or at the latest 3 months after the delivery.

Upon returning to work, this female employee shall not lose her vested rights and shall be paid at the rate applicable to her classification at the moment of her return as if she had never left her position.

**9.06.** The employer shall have a safe place to keep the employees' tools.

**9.07.** The employee working on a swing stage checks the safety of the equipment before using it.

In the case of an employee working on a swing stage at more than 5 storeys above ground, for installation or restoration work, the employee supplies him with an electric flying scaffold.

#### **10.00. Payment of wage**

**10.01. Pay periods and earning statements :** Wages are paid in cash at 12 h on Friday or by cheque on Thursday of the employer's usual pay week at the latest. The employer remits to the employee with each pay a separate statement mentioning the following particulars :

- (a) the employee's complete name ;
- (b) the number of regular hours ;
- (c) the number of overtime hours ;
- (d) the regular hourly wage rate ;
- (e) the amount of gross wage ;
- (f) the nature and amount of deductions made ;
- (g) the amount of take-home pay ;
- (h) the amount credited for general holidays and vacation.

**10.02.** When the employee works outside the employer's shop, wages are remitted on the work premises

either in cash at 12 h on Friday or by cheque on Thursday of the employer's usual pay week.

### **11.00. Premiums**

**11.01. Shift leader premium :** The employer pays any employee acting inside or outside the shop as a shift leader 0,50 \$ an hour as a premium.

**11.02. Swing stage premium :** The employer pays any employee working on a swing stage 0,45 \$ per hour as a premium. The employer pays to any employee working on a swing stage above the fifteenth storey, 0,55 \$ per hour as a premium.

**11.03. Premium for stationary electric saw operations :** The employer pays any employee operating a stationary electric saw inside the factory 0,20 \$ per hour as a premium for all the hours thus worked.

**11.04. Night and midnight shift premium :** The employer pays the employee 0,15 \$ per hour as a premium for any regular hour of work provided for by the employer, between 16 h and 1 h and 0,20 \$ per hour as a premium to any employee between 0 h and 9 h.

**11.05. Head shipper premium :** The employer pays 0,25 \$ per hour as a premium to any employee who acts as a head shipper directing the work of other shippers.

### **12.00. Bereavement leave**

**12.01.** The employee whose spouse, child, father or mother dies is granted 3 consecutive days' leave and when the deceased person is laid out and buried at more than 321,8688 kilometres (200 miles) from the employer's shop, 5 consecutive days' leave. The working days during those 3 or 5 calendar days are paid to the employee at his regular rate multiplied by the number of hours of his regular workday. Upon the employer's request, proof of the death shall be given.

**12.02.** In the event of the death of a brother, sister, father-in-law or mother-in-law, the employee is granted one day's leave, the funeral day, or 2 consecutive days' leave if the deceased person is laid out and buried at more than 321,8688 kilometres (200 miles) from the employer's shop. The working days during this leave (1 or 2 days) are paid at the employee's regular rate, multiplied by the number of hours of his regular workday. Upon the employer's request, proof of death shall be given.

**12.03.** The employee who gets married is entitled to one day's leave with pay.

**12.04.** An employee whose spouse gives birth is entitled to one day's leave with pay within the 10 days preceding or following the birth.

### **13.00. Social benefits**

**13.01.** Each employer shall pay a fee of 0,25 \$ per hour worked to the account of each of his employees governed by the Decree. In addition, the employer shall collect, by means of a check off on the wages of his employees governed by the Decree, 0,05\$ per hour worked. The employer shall forward to the parity committee his own fee and that collected for each of his employees in order to defray the cost of life insurance plans, sick benefits, wages, retirement, or other such benefits that may be established and for which the parity committee shall act as administrator.

The levy for the artisan is 0,30 \$ per hour worked.

The levies mentioned in this section are paid each month to the parity committee.

**13.02.** The fees paid for and on behalf of the employee accumulate to his credit until the social benefits plan comes into force. All administration costs of the parity committee shall be divided among the various social benefit plans, on a reasonable basis. The costs inherent in a particular plan are defrayed by the funds in this plan.

**13.03.** The insurance contract is subject to the approval and surveillance of the Superintendent of Insurance of Québec.

**13.04.** Every employer continues to pay to the Parity Committee for the Flat Glass Industry the fee of 0,25 \$ per hour worked to the account of each of his employees even if these employees work outside Québec and the employer also collects, even under the same circumstances, from the wage of each of his employees the fee of 0,05 \$ per hour worked as provided for in section 13.01. The same rule shall apply to artisans whose fee is 0,30 \$ per hour worked.

**13.05.** The social security plan provided for in this Decree does not apply to the employer when each of his employees, governed by this Decree, benefits from a social security plan granting provisions that are at least as advantageous for the employee, provided that the fees paid by the employer to such plan are as considerable as the fees provided for in this Decree.

**14.00. Apprenticeship****14.01.** The periods of apprenticeship shall be :

- (a) 4 years for setter-mechanics and setter-journeymen ;
- (b) 2 years for setters, glass and spandrel panels.

**14.02.** Apprentices' wage rates shall be as follows :

- (a) setter-mechanics and setter-journeymen :
  - i. for the first year of apprenticeship, 60% of the Class A rate then in force ;
  - ii. for the second year of apprenticeship, 70% of the Class A rate then in force ;
  - iii. for the third year of apprenticeship, 80% of the Class A rate then in force ;
  - iv. for the fourth year of apprenticeship, 90% of the Class A rate then in force ;
- (b) setters, glass and spandrel panel :
  - i. for the first year of apprenticeship, 70% of the Class A rate then in force ;
  - ii. for the second year of apprenticeship, 80% of the Class A rate then in force.

**14.03.** Before beginning his apprenticeship in the industry subject to the Decree, the apprentice shall register with the parity committee so that a record of his stages of apprenticeship and experience may be kept. No employer may hire an apprentice who has not complied with this provision.

**14.04.** To be accepted, an apprentice must be age 16 and must have submitted to the aptitude test of the committee. His acceptance is subject to the final decision of the committee members. The committee's decision may be appealed to the Minister of Labour, Manpower and Income Security.

**14.05.** After each apprenticeship year as well as at the end of his apprenticeship, an apprentice shall submit, before the board of examiners of the parity committee, to the examination required for his competency certificate or to qualify for his next year of apprenticeship.

**14.06.** On completion of their studies in a specialized school of the Ministère de l'Éducation relating to the glass

industry, pupils shall be granted an apprenticeship credit based on the number of years' study and on their examination results.

**14.07.** An employee with a Class B card shall not be entitled to obtain a Class A without having first registered in the apprenticeship system and without having completed successfully the years of apprenticeship determined by the parity committee.

**14.08.** The parity committee may require apprentices to attend courses organized by the apprenticeship commission and may determine the number of hours of attendance to these courses necessary to be qualified.

**14.09.** The committee may grant apprenticeship credits to any apprentice who, in addition to the compulsory courses, follows additional courses offered or recognized by the committee.

**15.00. Term of the Decree**

**15.01.** The Decree remains in force until 31 January 1981.

**15.02.** It is then automatically renewed from year to year thereafter, unless one of the contracting parties gives a written notice to the contrary to the Minister of Labour, Manpower and Income Security during December 1980 or of any subsequent year. Such notice shall also be filed with the other contracting party.

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- O.C. 2051-64, (1964) 96 O.G., 5715
  - O.C. 1337-66, (1966) 98 O.G., 4526
  - O.C. 1706-68, (1968) 100 O.G., 3424
  - O.C. 1001-71, (1971) 103 O.G., 2661
  - O.C. 4408-71, (1971) 104 O.G., 67
  - O.C. 218-73, (1973) 105 O.G.II, 224
  - O.C. 4357-73, (1973) 105 O.G.II, 6461 and (1974) 106 O.G.II, 397
  - O.C. 4655-73, (1973) 105 O.G.II, 6973
  - O.C. 4514-75, (1975) 107 O.G.II, 5429
  - O.C. 423-76, (1976) 108 O.G.II, 1615
  - O.C. 1911-77, (1977) 109 O.G.II, 3091
  - O.C. 992-78, (1978) 110 G.O., 1409
  - O.C. 2844-78, (1978) 110 G.O., 4031
  - O.C. 148-79, (1979) 111 G.O., 583, 585
  - O.C. 332-79, (1979) 111 G.O., 1787
  - O.C. 3162-79, (1979) 111 G.O., 6777 and (1980) 112 G.O.II., 1871
  - O.C. 3560-80, (1980) 112 G.O.II, 4663