THE EMPLOYEE'S GUIDE

UPDATED - SEPTEMBER 2023

This guide is addressed to all building service employees. It is a simple and useful tool that answers your principal questions concerning your rights as an employee and the obligations of your employer.

You will be regularly referred to sections of the Decree by means of parentheses in the text.
To know more about the Decree, you may consult it on our Website: **www.cpeep.qc.ca**
You may also order it by phone at **(514) 384-6640, or 1 800 461-6640,** or contact us by email at **info@cpeep.qc.ca**

Attention! The following text is not the official text of the Decree to which one must refer for any legal interpretation.

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Chapter 1.
What is the Decree respecting Building Service Employees?

The Decree is a governmental decision binding the employer, who performs maintenance work for others in a public building, and his employee, whether the employee is a Union member or not.

Following the request from the Union and the employers, the Act respecting Collective Agreement Decree permits the Minister of Labour to extend to all building service employees certain working conditions foreseen in the collective agreement agreed upon by Local 800 of the Service Employees Union and the Building Service Contractors Association, Québec, Inc.

The Decree determines the minimum working conditions for building service employees. These are mainly:

- Salary: the hourly rate and the overtime hours rate
- Vacations
- Holidays
- Breaks
- Sick leaves
- Notice of termination
- Group retirement plan (RRSP)

The employee continues to be protected by the Act Respecting Labour Standards on the sections not included in the Decree.

The unionized employee also benefits from the Collective Agreement.

Chapter 2.
What is the Parity Committee?

The Parity Committee is an organization put in place by the Québec Government to insure the application of the Decree. The particularity of the Parity Committee being that it is governed both by Union and Employers representatives.

The role of the Parity Committee is to:

- Administer and supervise the application of the Decree.
- Receive complaints in cases of violation of the Decree.
- To inquire and have inspections done on the work sites and at the employer's head office.
- To claim from employers the amounts due to employees.
- To defend employees in court whose rights have not been respected.
- To inform employers and employees of their rights, duties and obligations.

The Parity Committee does not receive any financing from the Government. It finances itself with a levy of 1% on all salaries, divided equally between employers and employees: 0,5% deducted directly on the employee's pay and that amount is matched by the employer. Each month, the employer calculates and sends the levy of 1% to the Parity Committee.

Chapter 3.
What are the obligations of your employer?

If you work for a building service employer, performing cleaning tasks in a building, you are entitled to the following working conditions.

3.1. SALARY

A. Hourly rate
(Division 6.00 of the Decree)

The hourly rate of an employee depends on the type of maintenance work that is done. There are three types of maintenance work: heavy maintenance, light maintenance and high rise cleaning.

> Heavy maintenance work of **class A** includes among other duties, work such as washing walls, windows and ceilings, treating floors and removing waste. *(Article 1.01 d)*
>
> **Heavy maintenance work is paid $20.47 per hour as of September 4th, 2023**
> (The previous hourly rate of class A was $19.97 until September 3rd, 2023)

> Light maintenance work of **class B** includes among other duties, work such as dusting, removing of marks, sweeping, vacuuming and the light maintenance of washrooms. (Article 1.01 e)
>
> **Light maintenance work is paid $20.30 per hour as of September 4th, 2023**
> (The previous hourly rate of Class B was $19.74 until September 3rd, 2023)

> Maintenance work of class C includes among other duties, work such as the cleaning of windows and surfaces on a scaffold. (Article 1.01 f)
>
> **High rise window washing is paid $21.05 per hour as of September 4th, 2023**
> (The previous hourly rate of Class C was $20.55 until September 3rd, 2023)

The **crew leader** receives a minimum **premium of 2%** of the hourly salary. *(Article 6.02)*

Consult our website (cpeep.qc.ca) to know the future hourly rates up to November 1st, 2024.

B. Overtime hours
(Articles 3.01 and 3.02 of the Decree)

After 40 hours of work in a week, the employee is paid at time and a half.

It is possible, under certain conditions, to spread out the hours worked by the employee on a basis other than a weekly basis. Among others: to obtain the employee's agreement and that the spreading out of the hours worked be based on a maximum of 4 weeks.

C. Paid hours

The following hours must be paid at Decree rate when the employee:

1. Must stay within the work place until it is unlocked
2. Must travel to perform consecutive maintenance work at the request of the employer *(Article 3.05)*
3. Is at the workplace waiting for work to be assigned to him or her *(Article 3.06)*
4. Is at work during any trial or training period *(Article 3.06)*
5. Prepares the material required for the work *(Article 3.06)*

D. Breaks
(Article 4.03 of the Decree)

All employees have the right to one or two paid breaks upon certain conditions.

1. A work period of 7 hours must include two paid 15-minute rests
2. A work period of 3 hours to less than 7 hours must include one paid 15-minute rest
3. For a work period of more than 7 hours, the employee is entitled to one paid 15-minute rest for every 3 hours period exceeding 7 hours

E. Call-ins and call-backs
(Division 3.00 of the Decree)

The employee called back to work after having left must be paid at time and a half with a minimum pay of 2 hours at time and a half.

The employee reporting to work without having been otherwise notified must be paid a minimum of 3 hours or the hours regularly worked if less than 3 hours.

3.2. GROUP RETIREMENT PLAN

(Division 6.100 of the Decree)

The Parity Committee is in charge of managing a Group Retirement Plan (RRSP) for building service employees.

Based on the Plan, all contributions towards the group RRSP of an employee are paid by the employer.

As of October 30th, 2017, the employer's contribution to the Plan is set at $0.45 per paid hour.

There is no rate increase provided by the Decree up to its termination on November 1st, 2024.

Paid hours include regular worked hours, overtime hours, holidays (worked or not), sick leave, etc. A vacation pay is the only payment on which contributions may not be applicable.

The employer is required to list both the yearly and current cumulative for RRSP contributions on your pay slip. As for the monthly report and levy, the employer's contribution to the RRSP has to be sent to the Parity Committee every month.

As of March 31st, 2021, it is mandatory for your employer, upon hiring you, to have you complete the registration form for the retirement plan and to forward it to us.

It is required to fill this registration form to activate your file and to transfer to IA Financial Group the RRSP contributions sent by your employer.

If you have already completed this form, no further action is required. However, if you have never completed a registration form, you must contact your employer in order to complete one. The Plan identification code is 15383CM001TP.

When a sufficient amount of RRSP contributions is reached for you and the registration form is completed, then, your file is activated with IA Financial Group who will send you all information regarding the Plan.

Attention! As of November 9th, 2011, the employee may add a volunteer contribution toward the RRSP plan directly on the pay. To make all the necessary arrangements, the employee must give a written authorization to his employer stating the amount he wants to be deducted from the pay.

The employer will send to the Parity Committee this volunteer contribution with the other compulsory contributions for all employees, but he will have to distinguish it separately.

3.3. PAID HOLIDAYS

(Division 7.00 of the Decree)

> *An employee is considered regular (sometimes called permanent) when he or she has worked 280 hours. (Section 1.01 b)*

A. List of paid holidays for regular employees

1. December 31st OR January 2nd, at the employer's choice, for a regular employee having less than one year of service.
December 31st AND January 2nd for a regular employee with one year of service or more.
2. January 1st
3. Good Friday OR Easter Monday, at the employer's choice
4. The Monday preceding 25 May
5. June 24th
6. July 1st
7. Labour Day
8. Thanksgiving
9. December 25th
10. December 24th OR December 26th at the employer's choice, for a regular employees having less than one year of service
December 24th AND December 26th, for a regular employee with one year of service or more

> ***List of paid holidays:***
> ***Attention!*** *Unionized employees may have different holidays or some may be replaced by floating holidays. Consult your collective agreement if applicable.*

B. List of paid holidays for non-regular employees

The non-regular employee is entitled to eight holidays according to article 7.07.1 of the Decree:

- New Year's Day
- Good Friday or Easter Monday
- the Monday preceding 25 May
- June 24th
- July 1st
- Labour Day
- Thanksgiving
- Christmas

C. Two situations to consider for paid holidays

1. The employee is a regular employee (280 hours)

The employee is entitled to a holiday for which the indemnity depends on the usual working schedule of the employee (articles 7.02 and 7.05).

In the two following situations, the indemnity is equal to 20% of the salary earned during the pay period preceding the holiday (10%, if it is a two week pay period).

- The employee usually works less than 5 days per week;
- The holiday does not coincide with a working day.

Otherwise, when the employee works five days per week or more and the holiday coincides with a usual working day, then the indemnity corresponds to the number of hours usually worked on that day.

Please consult the Parity Committee for more information in the situation where the work schedule is irregular.

Particular cases:

Postponed holiday on the work day preceding or following the holiday

When the holiday does not coincide with a usual working day, the holiday may be postponed, at the employer's choice, to the work day preceding or following the holiday. In such case, the indemnity depends on the day the holiday was postponed for. It is calculated according to the rules stated above.

Worked holiday

In the case of a worked holiday, the employer may choose between the two following options:

- Have the employee work and postpone the paid holiday to another work day within 8 weeks before or after. In such case, a written agreement is needed from the employee. In this situation, the hours worked on the holiday are paid at the regular rate since the employee will have a compensatory holiday;
- Have the employee work and not postpone the paid holiday. In such case, the indemnity is paid as defined above AND the hours worked on the holiday are paid at time and a half (with a minimum pay of two hours at time and a half).

2. The employee is not a regular employee (less than 280 hours)

In the case of the eight holidays provided for the non-regular employee, the method of calculation of the holiday pay is explained at article 7.07.2. The employer must calculate 1/20th of the salary earned in the last 4 complete weeks preceding the week of the holiday (excluding overtime hours).

When a non-regular employee is required to work on one of these eight holidays, the employer may:

a) Pay the hours worked at regular rate and pay the holiday indemnity as explained above

OR

b) Pay the hours worked at regular rate and allow the employee a compensatory holiday on another day in the three weeks preceding or following the date of the holiday.

D. Criteria to be eligible for the paid holidays

To be eligible for the paid holidays, the employee must have worked on the working day preceding and following the holiday (Article 7.06) *(Exception: June 24th, governed by the National Holiday Act).*

Attention! The working day is not just a usual business day for the company: it is defined as a day where this employee normally works. Working days can be different from one employee to the other.

If the employee does not work on the preceding and the following working day, the employer must nevertheless pay the holiday if it occurs:

- During an absence authorized by the employer of less than 15 days
- During an absence of less than 14 days for sick leave, death, marriage or civil union, birth, adoption (Division 9.00) or to fulfill family obligations relating to the care, health or education of a child or health of a relative as a caregiver (Division V.1 of Chapter IV of the Act Respecting Labour Standards).
- During a temporary layoff of less than 22 days
- On the working day preceding or following a lay off for lack of work
- During the employee's vacation period

3.4. THE SICK LEAVES AND SPECIAL LEAVES

A. The sick leaves
(Division 12.00 of the Decree)

All regular employees have a sick leave accumulation. When they are sick, the employer draws from this accumulation to pay them.

To comply with articles 9.06 and 9.09, the first 2 days of absence, taken within the same calendar year, for family obligations, must be paid by the employer within the accumulated sick leave hours, even when taken in advance.

Accumulation of sick leave
(Article 12.01)

At each pay period, regular employees accumulate sick leave hours equal to 2.44% of their paid hours. The employer must indicate the cumulative on the pay stub of his employees.

Deduction from the cumulative when the employee is sick
(Articles 9.06, 9.09, 12.03, 12.04)

When the employee is absent due to a sick leave or to fulfill family obligations listed under article 9.06 or the third paragraph of article 9.09, he must:

- Inform the employer on the first day of absence or as soon as possible (articles 9.06 and 3rd paragraph of article 9.09).
- Bring a medical certificate if the employer asks for one when the employee calls or during the sick leave

If the employee fulfils these two requirements, the employer pays the sick leave hours and deducts these hours from the sick leave accumulation.

Payable sick leave hours accumulation
(Article 12.02)

Once a year, between November 1st and December 10th, part of the sick leave accumulation is paid out, if applicable. To know if the employer must pay part of the sick leave accumulation, one must calculate the excess sick leave as shown below:

CALCULATION:	Total of the sick leave accumulation as of October 31st *(or the nearest pay period)*
Minus	The maximum cumulative sick hours *(60% of the hours paid during the 4 last weeks of work prior to October 31st)*
=	**TOTAL OF THE PAYABLE HOURS** *(If the amount is negative, the employee is not entitled to a payment)*

B. Special leaves for family events
(Division 9.00 of the Decree)

The employee has the right to a special leave for the following events:

Death in the family

For the regular employee:
Spouse, child: 5 paid days
Father, mother, brother, sister: 3 paid days and 2 days without pay
In-laws (father, mother, brother, sister), grandparents: one paid day
Son-in-law, daughter-in-law or grandchildren: 1 day without pay

For the non-regular employee:
Spouse, child, father, mother, brother, sister: 2 paid days and 3 days without pay

In-laws (father, mother, brother, sister, son, daughter), grandparents, grandchild: one day without pay

Wedding or civil union

All employees:

Wedding of the employee: one paid day

Wedding of a child, father, mother, brother, sister, child of the spouse: one day without pay

Birth, adoption or termination of pregnancy (in or after the twentieth week)

For all employees: 5 days. The two first days are paid.

Care, health or education of a child or state of health of a relative, as a caregiver

All employees: 10 days per year of which 2 are paid, per calendar year and taken within the accumulated sick leave hours.

(These special leaves can also be taken when required by the state of health of the spouse, father, mother, sister, brother or one of the employee's grandparents).

Maternity

All employees: 18 consecutive weeks without pay.

For all other special leave of absences, please consult articles 9.07 and 9.09.

3.5. VACATION

(Division 8.00 of the Decree)

To know the number of vacation weeks for an employee, one must take into account the number of years of service as well as the qualifying period, which is the period going from May 1st of a year to the April 30th of the following year.

At the end of a qualifying period:

- The employee with less than one year of service is entitled to 1 ½ day per month of service
- The employee with less than 10 years of service is entitled to 3 weeks
- The employee with 10 to 23 years of service is entitled to 4 weeks
- The employee with 23 to 33 years of service is entitled to 5 weeks
- The employee with 33 years of service or more is entitled to 6 weeks

The employee may require that his or her vacation be granted between April 30th and September 1st.

Vacation pay is calculated in the following manner:

- The employee with less than 10 years of service at the end of a qualifying period is entitled to 6% of the total wages earned during this period
- The employee with 10 to 23 years of service is entitled to 8% of the total wages earned during this period
- The employee with 23 to 33 years of service is entitled to 10% of the total wages earned during this period
- The employee with 33 years of service or more is entitled to 12% of the total wages earned during this period

The employee may ask for the payment of the third and fourth week, without taking the vacation.
(Article 8.10)

The employee may split his vacation in two.
(Article 8.12)

Attention! If an employee is absent owing to sickness, an organ or tissue donation for transplant, an accident, if the employee is the victim of domestic violence, sexual violence or of a criminal act or is on maternity or paternity leave during the reference year, that absence should not result in the reduction of the employee's vacation pay. Consult article 8.04 of the Decree to learn more.

3.6. TERMINATION PAY AND NOTICE OF TERMINATION

A. Termination pay
(Division 8.00 of the Decree)

Upon termination, the employee with less than 10 years of service receives 6% of the total wages earned during the preceding qualifying period if not already paid and 6% of the total wages earned during the current period

In the case of the employee having between 10 to 23 years of service, the employee receives 8% of the total wages. The employee with 23 to 33 years of service receives a 10% termination pay, while the employee having 33 years of service or more is entitled to a 12% termination pay.

When his employment terminates, an employee shall receive any holiday pay due for the last qualifying period, if not taken, and also any vacation pay due for the current qualifying period.

Here is how to calculate the indemnity relating to the vacation of an employee in the case of an end of employment and an owed vacation to the employee for the previous reference period **that has not been paid.**

Note: For the reference year, you use the pay period closest to May 1 of one year and the period closest to April 30 of the following year.

Example: In the case of an end of employment on May 25, 2023, and an owed vacation to the employee for the reference period ending on April 30, 2023, that has not been paid.

- You must proceed in two steps for the calculation of the vacation and the termination pay because you must add the indemnity percentage (%) on the vacation to pay (vacation on vacation).

Example of the calculations:
Earnings for the previous reference period from May 1, 2022, to April 30, 2023
30 000,00 $ X 6% = 1800,00 $
1800,00 $ X 6% = 108,00 $ (vacation on vacation)
Vacation to pay: 1908,00 $

Earnings for the current reference period from May 1, 2023, to May 25, 2023
3000,00 $ X 6% = 180,00 $
Termination to pay: 180,00 $
Total to pay: 2088,00 $

Note: The Parity Committee uses the same calculation method as the CNESST.

B. Notice of termination
(Division 13.00 of the Decree)

The notice of termination is a letter given to employees advising them that their services will not be needed starting a certain date.

If an employee has at least 3 months of service, the employer must give him a notice of termination before:

- A termination of his contract (except in cases of serious fault)
- A lay-off for a period of 6 months or more

The notice of termination is calculated according to the years of service:

- The employee with less than one year of service: notice of one week
- The employee with one to 5 years of service: notice of 2 weeks
- The employee with 5 to 10 years of service: notice of 4 weeks
- The employee with 10 years of service or more: notice of 8 weeks

Attention! If the employer does not give the written notice of termination, he must pay an equal amount as specified above.

Chapter 4. Subcontracting

The present trend of subcontracting is important enough to address the issue in this guide.

During the past years, the Parity Committee has conducted many investigations in cases of subcontracting and autonomous workers in order to stop the black market and fight this fraudulent non-declared work. These investigations brought many penal accusations and important salary claims.

More and more employers opt for the hiring of subcontractors instead of employees to perform cleaning services.

It is important to know that even if you have the status of independent worker according to the taxation authorities, you may still be considered an employee according to the Decree. According to this double status, you are entitled to all the benefits provided by the Decree (hourly rate, vacation pay, legal holidays, sick leave, RRSP, etc.).

Attention! The fact of being registered, incorporated or having a tax number does not at all guaranty that you will be accepted as a subcontractor. You must know that in order to accept a subcontract and be accepted by the Parity Committee as an autonomous worker, you must already be in business in a significant manner, meaning that, you must not depend on only one important subcontract or you must have your own employees.

You must also know that the investigations of the Parity Committee during the past years have shown that in the great majority of cases, the persons who are offered subcontracts are paid less than an employee as well as not having vacations, paid holidays and sick leaves. Furthermore, at the end of the contract, they are not entitled to unemployment insurance benefits.

If you already are a subcontractor and want to verify if your employer respects the Law, you may call us. If the Parity Committee determines that you are an employee, we may claim from your employer, at Decree rate and retroactively, your salary, vacations, holidays, sick leaves as well as the unpaid RRSP contributions.

To this effect, we suggest that you take note of all your working hours, every day, with the corresponding workplaces and that you keep these notes with a copy of all your billing. These notes may become very useful to enable the Parity Committee to establish the amount of the claim due to you.

Chapter 5. The Act respecting Labour Standards, the Act respecting Collective Agreement Decrees and others

For building service employees, the majority of the labour standards are replaced by sections of the Decree respecting building service employees described in the previous pages.

However, other standards are still in force. Here is an incomplete summary. For more details, we suggest that you call the Parity Committee.

Attention! If you have filed a complaint with both the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST) and the Parity Committee, you may be asked by the CNESST to take part in mediation. Do not sign an agreement to settle the case with the CNESST without consulting the Parity Committee and make sure that the agreement does not interfere with the legal proceedings that the Parity Committee might have brought against your employer, on your behalf.

5.1 Weekly rest
(Article 78, Act respecting Labour Standards)

The employer must grant his employee a minimum rest period of one day a week.

5.2 Maternity leave
(Article 81.4 and following, Act respecting Labour Standards)

The employer must grant the pregnant employee who makes the request for maternity leave, not more than 18 consecutive weeks without pay. *(Possibility of an allowance with the Québec Parental Insurance Plan: contact www.rqap.gouv.qc.ca to know more)*

5.3 Parental leave
(Articles 81.10 and following, Act respecting Labour Standards)

Upon request, the employer must grant the father and the mother of a newborn child and a person who adopts a child, a parental leave without pay of not more than 52 consecutive weeks. *(Possibility of an allowance with the Québec Parental Insurance Plan: contact www.rqap.gouv.qc.ca to know more)*

5.4 Prohibited practices
(Articles 122-123, Act respecting Labour Standards and Articles 30, 30.1 and 31, Act respecting Collective Agreement Decrees)

It is prohibited for the employer to dismiss, suspend or transfer an employee on the grounds that the employee:

- Exercised one of his rights under the Act respecting Labour Standards
- Has provided information to the CNESST on the application of the labour standards or to the Parity Committee regarding the Decree
- Has made a complaint to the CNESST or to the Parity Committee
- Is the object of a seizure by garnishment
- Is pregnant
- Refuses to work beyond his or her regular hours for reasons related to the care, health or education of a minor child

The employee may submit a complaint to the CNESST, the *Tribunal administratif du travail* (TAT) or the Parity Committee, according to the situation. However, it is the T*ribunal administratif du travail* who may order the reinstatement and the payment of the loss salary.

Furthermore, in cases related to the Parity Committee, the employer is liable to a fine of $200 to $3000 and to the payment of exemplary damages of three months' salary.

5.5 Dismissal without good and sufficient cause.
(Article 124 and following, Act respecting Labour Standards)

The employer cannot dismiss an employee with two years of service without a good and sufficient cause. The dismissed employee may submit a complaint to the CNESST who tries to settle the matter. If no

settlement is reached, the complaint is submitted to the *Tribunal administratif du travail* who may order the reinstatement and/or salary compensation.

5.6 Psychological harassment at work
(Articles 81.18, 81.19 and 123.6 to 123.16, Act respecting Labour Standards)

The Act respecting Labour Standards provides that the employee is entitled to a workplace that is free from psychological harassment. It is the employer's responsibility to take reasonable steps to prevent psychological harassment and to put a stop to such behaviour when it is brought to his knowledge. In case of psychological harassment, the employee may contact the CNESST to file a complaint.

5.7 What do I do if my employer declares bankruptcy?

If you have worked for a building service employer who declared bankruptcy while he still owed you some amounts, you may be entitled to a Federal program called Wage Earner Protection Program (see the following site for more information: www.servicecanada.gc.ca/eng/sc/wepp/index.shtml). You may also contact the Parity Committee to know more.

Some useful recommendations

It often happens that employees come to the Parity Committee to denounce illegal situations of which they are or were victims. The role of the Parity Committee is to investigate, and if it can indeed show that the law was broken, the Committee must issue an appropriate claim to the employer or initiate a lawsuit.

Unfortunately, due to a lack of evidence, too many credible denunciations cannot give place to a lawsuit by the Parity Committee. In all cases where the Parity Committee sues an employer which did not respect the law, the principal witness in the case is the employee, and the latter did not always keep the necessary elements to show its assertions in a credible way.

It is always recommended to the employee to keep as much information as possible on the work carried out. When you obtain employment, from the very start, you should note the date of hiring, the hourly rate, and the agreed working conditions. It would also be useful to note the phone numbers of your colleagues at work, as well as the address and phone number of the employer and of the supervisor, if that is the case.

Keep your pay stubs because they are used to prove the bond of employment as well as the sums received. They also enable you to systematically compare the hours paid and the hours worked. For this purpose, it is recommended to systematically note in a diary or a notepad, every hour worked as well as the places of work, when they vary. If you fill in time sheets or if you punch a time card, try to keep a copy of it.

Some employees who worked "under the table" or who were paid in cash, as well as several employees "disguised" as autonomous workers think they do not have any recourse. That is false! It has happened that, thanks to credible testimony and notes accumulated by the employees day after day, the Parity Committee has succeeded in showing a fraudulent set-up to pay the employees "under the table" and that it has recovered the sums which were due to them.

Conclusion: keep evidence of all that appears irregular to you and do not hesitate to contact the Parity Committee, even anonymously, in order to know what to do in your situation.

comité paritaire de l'entretien d'édifices publics
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