THE EMPLOYER'S GUIDE

UPDATED – NOVEMBER 1, 2026

This guide, addressed to all building service employers, has been developed to answer all your questions. It is a simple and useful tool to simplify your task and help you understand the Law.

The guide will regularly refer you to different articles of the Decree, listed in brackets. For further information, you can contact us to get a copy of the Decree:

(514) 384-6640 or 1 800 461-6640

You may also consult it or download it through our website: **www.cpeep.qc.ca**

Warning: the following text is not the official text of the Decree to which one must refer to any legal interpretation.

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

The Decree is a regulation adopted by the Québec Government according to the Act respecting Collective Agreement Decrees.

This law enables the Government to apply certain sections of a collective agreement to all the employees of the industry of the public building cleaning services.

The Decree determines the minimal conditions of labour an employer must grant his or her employees and aims at stopping illegal competition by forbidding cheating on salaries and conditions of labour.

1.1 How does the Decree concern me?

The Decree concerns the employer in building cleaning services, meaning the contractor who offers his cleaning services to customers. More generally, it concerns all employers who perform cleaning services for others. The Decree also concerns the self-employed worker having a subcontract from a contractor and the one working with employees others than immediate family members.
(Articles 1.01 h, 1.01 i, 2.02, 2.03-2)

1.2 In what regions does the Decree apply?

The Decree applies to the Greater Montréal region including Laval and the South Shore (Montérégie), the Lanaudière and Laurentides regions, the Hull (Outaouais) region and parts of the Mauricie-Bois Francs and Easter Townships regions. *(Article 2.01 and Appendix 1)*

It is not the place of your head office that establishes whether you fall or not under the area covered by the Decree. You must consider the place where the work is done.

If you have a building service contract out of the area defined above, you probably fall under the Québec Parity Committee's jurisdiction. You may contact the Parity Committee for the Building Services - Québec region at 1 888 667-3551 to know more.

1.3 Are all buildings covered by the Decree?

Generally, all the buildings where you perform cleaning services, be they of any kind, are all covered by the Decree, except for private homes. *(Article 1.01 a)*

1.4 Does the Decree cover all types of cleaning?

Yes, it covers any work related to washing, cleaning and sweeping performed inside or outside of a building. *(Article 1.01 c)*

For example, the Decree applies to the washing of walls, windows, ceilings and floors; to the removal of waste; to dusting; to sweeping with a broom, dust mop or vacuum and to the cleaning of washrooms. *(Articles 1.01 d, e, f)*

Chapter 2.
What is the Parity Committee?

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

2.1 What is the purpose of the Parity Committee?

The first goal of the Parity Committee is to ensure the application of the Decree. In doing so, the salary and the conditions of labour of the employees are not a factor of competition between the contractors,

bringing a healthy and equitable competition for all. Furthermore, the Parity Committee gives advice, gives references and informs all persons concerned by cleaning services.

2.2 WHO GOVERNS THE PARITY COMMITTEE?

A board of directors formed of five persons representing the employers (The Association of Québec Building Service Contractors Inc) and five persons representing the employees (The Service Employees Union, Local 800) governs the Parity Committee.

The Board meets every month and discusses the preoccupations of the employers and employees to find concrete solutions to the problems of the cleaning services industry.

2.3 WHO ARE THE EMPLOYEES OF THE PARITY COMMITTEE?

The personnel of the Parity Committee is formed of inspectors, administrative staff, a director and an inspection department director. Their task is to advise you and to simplify your task by clearly explaining what your rights and obligations.

2.4 HOW DOES THE PARITY COMMITTEE FUNCTION?

The inspectors make regular visits to the employers at their place of work and to employees on their work sites.

An inspector is available during office hours to answer requests for information and to take complaints or denunciations from employers and employees.

These operations may bring corrections in the application of the Decree or lead to more in-depth enquiries. The inspectors issue claims to employers who do not respect the Decree and may recommend pursuing them in court.

The administrative staff ensures the follow-up of all files concerning the employers and employees of the cleaning sector. They verify if the Decree is well applied by examining the monthly reports filed in by the employers. The administrative staff also answers your questions, sees to the good running of all activities and sends information to every person in the industry. They insure a technical support in the issuing and collection of the claims.

2.5 HOW IS THE PARITY COMMITTEE FUNDED?

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.
(Article 22 i) - Act respecting Collective Agreement Decrees and Regulation respecting the levy)

2.6 WHO SUPERVISES THE ACTIVITIES OF THE PARITY COMMITTEE?

All the activities of the Parity Committee are under the supervision of the Direction des politiques, de la construction et des décrets of the Minister of Labour of Québec. Each year, an inspection is performed to examine the budget, financial report and the annual report of activities.
(Articles 23, 25, 26 – Act respecting Collective Agreement Decrees)

2.7 DOES THE PARITY COMMITTEE HAVE ANY POWERS?

To apply the Law, the Parity Committee has the power to penetrate any place of work and place of business of an employer. Of course, this must be done during reasonable hours.
(Article 22 e), Act respecting Collective Agreement Decrees)

The Parity Committee has the right to examine the pay register and may also require the production of any document relating to the application of the Decree. For example, the Parity Committee may require

the invoicing from the employer's subcontractor as well as the bank statements and the returned checks of the company.

It has the right to exercise the recourse in favour of the employees, impose a 20% fee on all amounts claimed and make any settlement, compromise or transaction deemed expedient. Furthermore, the Parity Committee may impose penal fines in case of violations of the Decree.
(Articles 22 a, b, c, d, e – Act respecting Collective Agreement Decrees)

The Parity Committee may also personally sue the administrators of a company in cases where it is impossible to collect from the company. *(Article 22 a), Act respecting Collective Agreement Decrees)*

2.8 Does the Parity Committee also have obligations?

The Parity Committee must investigate and verify the application of the Decree. It must consider any complaint from an employer or employee respecting the carrying out of the Decree *(Article 24, Act respecting Collective Agreement Decrees)*.

It must obtain compensation in cases where the Decree is not applied. Thus, when no agreement is possible concerning a claim in favour of an employee, the Parity Committee must undertake the legal procedures required *(Article 22 a, Act respecting Collective Agreement Decrees).*

The Parity Committee also gave itself a mission of informing all employers and employees on their rights and obligations, to serve the principal cultural communities in their language and to be a centre of reference for all the cleaning services industry.

Chapter 3.
What are the obligations of the employer?

If you are an employer performing building cleaning services, you have the obligation to grant your employees the conditions of labour stipulated in the Decree and follow the regulation of the Parity Committee. These obligations are detailed below.

3.1 Salary

A) Hourly rate
(Division 6 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 $23.83 per hour as of November 1, 2026**
> (The previous hourly rate of class A was $23.25 until October 31, 2026)

> 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 $23.83 per hour as of November 1, 2026**
> (The previous hourly rate of Class B was $23.25 until October 31, 2026)

> Maintenance work of **class C** includes among other duties, work such as the cleaning of windows and surfaces on a scaffold. *(Article 1.01f)*
>
> **High rise window washing is paid $24.49 per hour as of November 1, 2026**
> (The previous hourly rate of Class C was $23.90 until October 31, 2026)

Consult our website (cpeep.qc.ca) to know the future hourly rates up to November 1, 2030.

Contrary to certain preconceived ideas, a man's work is not necessarily heavy maintenance, and more important a woman's work is not necessarily light maintenance. One must consider the work that is performed. It is possible that, on the same shift, an employee performs heavy maintenance and light maintenance work. It is then an obligation for the employer to specify the number of hours done in each class of work. You will then be able to pay the employee in accordance with the Decree.

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

Effective March 4, 2026, employees who work most of their shift hours between midnight and 8:00 a.m. will receive a night shift premium of at least $0.25 for each hour worked *(Article 6.0.4).*

Consult our website (cpeep.qc.ca) to know the future night shift premium increases up to November 1, 2028.

B) Overtime hours
(Articles 3.01 and 3.02)

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

Attention! The hours of a paid holiday are considered worked hours. Do not forget to include them in the workweek to see if the employee works more than the normal week.

It is possible, under certain conditions, to spread out the hours worked by the employee on a basis other than a weekly basis. Among these conditions:

- The spreading out of the hours is not to avoid the payment of overtime hours
- A work week may not exceed the standard work-week by more than 10 hours
- You must obtain the employee's agreement.
- The spreading out of the hours worked must be based on a maximum of 4 weeks.
- You must send a notice to the Parity Committee at least 15 days in advance.
  (Complete list of conditions at article 3.01)

(Consult our website at www.cpeep.qc.ca; section "The Employer's Guide", to download an example of agreement form regarding the spreading out of working hours)

C) Paid hours
(Articles 3.04, 3.05 and 3.06)

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

1. Must stay within the workplace until it is unlocked.
2. Must travel to perform consecutive maintenance work at the request of the employer
3. Is at the workplace waiting for work to be assigned.
4. Is working during any trial or training period
5. Prepares the material required for the work

D) Breaks
(Article 4.03)

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.

As the employer, you can determine break periods.

E) Pay
(Division 10.00 of the Decree)

The salary is paid at the most every two weeks. The employee may be paid by check or by direct payment.

Do not forget, you must remit a pay slip to each employee. The pay slip must include the following items: *(Article 10.02)*

1. The employer's name
2. The employee's name
3. The employee's hiring date
4. The employee's type of work
5. The date of payment
6. The work period corresponding to the payment
7. The normal hours of work
8. The overtime hours
9. The paid holidays and vacations
10. The number of annual vacation days and sick leaves hours paid during the period
11. The total number of sick leave hours credits
12. The hourly rate and the nature and amount of premiums
13. The gross wage
14. The deductions
15. The net wage
16. The employer's contribution to the group retirement plan during the period and the total contribution of the year
17. As the case may be, the employee's volunteer contribution to the group retirement plan that was deducted by the employer during the period and the total contribution during the calendar year.

3.2 GROUP RETIREMENT PLAN (RRSP)
(Division 6.100 of the Decree)

The Parity Committee is in charge of managing a Group Retirement Plan (RRSP) for building service employees. The contribution toward the group RRSP is paid by the employer.

As of **March 4, 2026**, it is mandatory for the employer, from the moment the employees acquire the status of regular employee, to have them complete the registration form for the retirement plan. See article 6.105 of the Decree.

As for the monthly report, the employer's contribution to the RRSP must be sent to the Parity Committee every month. The RRSP contribution must be paid separately. This includes the RRSP contribution of employees who acquired regular employee status during the preceding month.

Paid hours include regular worked hours, overtime hours, holidays (worked or not), sick leave hours (including the yearly excess sick leave hours, if applicable), mobile holidays (for unionized employees), as well as all paid hours, in result of adjustment or a special holiday. A vacation pay is the only payment on which contributions may not be applicable.

Attention! Since 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. Please contact the Parity Committee before sending any volunteer contribution to know how to proceed.

The employer is required to list both the current and yearly cumulative for RRSP contributions on the employee's pay slip as well as in the payroll register. The same apply to the volunteer contribution.

The RRSP contributions received by the Parity Committee are transferred to IA Financial Group, who manages the funds in the RRSP. Prior to that, the employee must complete a registration form.

If the form was already completed previously, no further action is required. Otherwise, you have the obligation to have the form completed by your employee and to send it to the Parity Committee. The registration form is available, upon request, at the Parity Committee or on our website.

IMPORTANT: The RRSP contribution is considered an earning for the employee. It must be included in the levy's calculation as well as in the employee's vacation pay calculation. Contact the Parity Committee to know more about it or consult our website at www.cpeep.qc.ca.

3.3 FORM DATE OF BIRTH (DOB)

The employer must transmit in writing to the Parity committee the date of birth of each employee in his employ within the time limit provided to produce the monthly report on which the employee appears for the first time.

3.4 PAID HOLIDAYS

(Division 7.00 of the Decree)

A) To manage paid holidays, you must remember the following two important elements:

The regular employee:

An employee is considered regular when he or she has worked 280 hours *(Article 1.01 b)*.

The working day:

A working day is a day when the employee is normally scheduled to work. The working day is determined individually and may be different from one employee to the other in a company *(Article 1.01 g).*

How do you determine if the statutory holiday is on a working day or not?

> An employee normally works Mondays, Wednesdays and Fridays.
> For this employee, Monday is regarded as a working day because the employee normally works on Mondays. Tuesday is not a working day for this employee because normally, he does not work on Tuesdays.
> For another employee who always works from Monday to Friday, Tuesday is a working day.

How to proceed if the employee works irregularly? (replacement, on call, etc.)

> Let us proceed with the following example: The holiday falls on a Wednesday.
> The employee does not necessarily work every Wednesday.
> In this case, the employer must check the 8 weeks preceding the holiday. If the employee worked 5 Wednesdays or more in the last 8 weeks, the holiday will be said to coincide with a working day.
> If the employee did not work 5 Wednesdays in the last 8 weeks, the holiday will be told not to coincide with a working day.
> This administrative method, confirmed by the courts, is the one applied by the inspectors.

B) List of paid holidays

Every regular employee is entitled to the following holidays *(Article 7.01):*

1. December 31st OR January 2nd, at the employer's choice, for the regular employee having less than one year of service;
   December 31st AND January 2nd for the regular employee having 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 the regular employees having less than one year of service;
    December 24th AND December 26th, for the regular employees having one year of service or more.

The **non-regular employee** (less than 280 hours) 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 May 25
- June 24th
- July 1st
- Labour Day
- Thanksgiving
- Christmas

C) Two situations to consider for the paid holidays

First situation: The employee is a regular employee (280 hours)

To know how much it should be paid, you must first consider for every regular employee whether the holiday coincides with a working day or not.

1. The holiday coincides with a working day *(Articles 7.02, 7.05)*

You may:

a) Allow the holiday to the employee and pay the indemnity as provided by article 7.02 of the Decree

OR

b) Have the employee work and postpone the paid holiday within 3 weeks, before or after. A written agreement is needed from the employee.

OR

c) Have the employee work and not postpone the paid holiday. In such a case, the employee is paid the same amount he or she receives on that day when it is worked AND is paid at time and a half for the hours worked on the holiday with a minimum pay of two hours at time and a half.

2. The holiday does not coincide with a working day
(Articles 7.04, 7.05)

You may:

a) Give your employee an amount equal to 20% of the salary earned during the pay period preceding the holiday (10% if it is a two week pay period). Note that the amount payable may be zero if the employee has not worked during the pay period preceding the holiday.

OR

b) Postpone the holiday, at your choice, to the working day preceding or following the holiday.
Be careful; the holiday may be postponed to the "working day" preceding or following the holiday and not to any workday.

OR

c) Have your employee work and postpone the paid holiday within 8 weeks, before or after. In order to do this, you must reach an agreement with your employee and put this agreement in writing.

OR

d) Have your employee work and not postpone the paid holiday. In such a case, you must pay an amount equal to 20% of the salary earned during the pay period preceding the holiday (10% if it is a two week pay period) AND pay at time and a half the hours worked on the holiday with a minimum pay of two hours at time and a half.

(Please consult our website at www.cpeep.qc.ca, section "The Employer's Guide," for some more examples or go to section "Practical tools" to download a model of agreement to carry forward a statutory holiday.)

Second situation: The employee is not a regular employee (less than 280 hours of work)

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 1/20 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 holidays

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

Nevertheless, if the employee does not work on the preceding and the following working day, you must still pay the holiday if it occurs:

- During an authorized absence, of less than 15 days;
- During a sick leave of less than 14 days for any reason set out in Division 9.00 of the Decree or in Division V.1 of Chapter IV of the *Act respecting labor standards* (chapter N-1.1);
- During a temporary lay-off of less than 22 days;
- On the working day preceding or following a lay-off for lack of work
- During his vacation period

3.5 SICK LEAVE AND SPECIAL LEAVE OF ABSENCE

A) Sick leave
(Division 12.00 of the Decree)

All regular (permanent) 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, 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, the regular (permanent) employee accumulates sick leave hours equal to 2.44% of their paid hours. The accumulation is in hours. You must keep a register of this accumulation and indicate the cumulative on the pay stub of the employee.

Deduction from the accumulation when the employee is sick *(Articles 12.03, 12.04)*

When the employee is sick, he must inform the employer on the first day due to illness. The employer may request a document attesting to the reasons for that absence before paying the employee indemnity.

- However, the employer may not request this document for the first 3 periods of absence of duration of 3 consecutive days or less over a period of 12-months.

- The employer will reimburse the employee for the fee charged to issue the document on the paycheck following the presentation of the receipt to the employer.

Payable excess sick leave accumulation *(Article 12.02)*

Once a year, between November 1st and December 10th, part of the sick leave accumulation must be paid out if applicable. To know if you must pay part of the sick leave accumulation, you must calculate the amount payable for excess hours.

Before November 30th, you must give a copy of your calculation to the employee and send one to the Parity Committee.

Before December 10th, you must pay the payable hours when it is the case.

*(Consult our website at **www.cpeep.qc.ca**, section "The Employer's Guide," to download an example of the Notice regarding the amount payable for excess sick leave.)*

Payable sick leave credits at the end of employment *(Article 12.05)*

The credits of sick leave hours can not be paid out upon the termination of an employee's employment, except in the following cases*:*

- the employee is laid off for a period of 6 months or more and is not entitled to recall privileges under a collective agreement.
- the employee is laid off, is entitled to recall privileges for a period of 6 months or more under a collective agreement and loses his or her seniority under the rules of that collective agreement.
- the employee is retiring and a record of employment indicating that reason is issued.

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

For certain events such as weddings, death, birth, etc., the employee may obtain a paid leave following certain conditions. *(To know all the conditions, consult Division 9.00 of the Decree.)*

An employee may also obtain a maternity leave. *(Article 9.08 of the Decree)*

3.6 VACATION
(Division 8.00 of the Decree)

To know the number of vacation weeks for an employee, one must consider 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 8 years of service is entitled to 3 weeks
- The employee with 8 to 20 years of service is entitled to 4 weeks
- The employee with 20 to 30 years of service is entitled to 5 weeks
- The employee with 30 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 8 years of service at the end of a qualifying period is entitled to: 6% of the total wages earned during the period of May 1st to April 30th.

- The employee with 8 to 20 years of service is entitled to 8% of the total wages earned during this period
- The employee with 20 to 30 years of service is entitled to 10% of the total wages earned during this period
- The employee with 30 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)

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.

IMPORTANT: The RRSP contribution is considered an earning for the employee. It must be included in the employee's vacation pay calculation.

3.7 TERMINATION PAY AND NOTICE OF TERMINATION

A) Termination pay
(Division 8.00 of the Decree)

Upon termination, the employee with less than 8 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 8 and 20 years of service, the employee receives 8% of the total wages. The employee with 20 to 30 years of service receives a 10% termination pay, while the employee having 30 years of service or more is entitled to a 12% termination pay.

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

Example: In the case of an end of employment on May 25, 2025, and the vacation due to the employee for the reference period ending on April 30, 2025, has not been paid.

- You must proceed in two steps to calculate the amount of vacation and departure, to add the percentage of indemnity (%) on the vacation to be paid (vacation on vacation).

Example of calculations:

Earnings for the previous reference period from May 1, 2024, to April 30, 2025

$30,000.00 x 6% = $1,800.00

$1,800.00 x 6% = $108.00 (vacation on vacation)

Vacation payable: $1,908.00

Earnings for the current reference period from May 1, 2025, to May 25, 2025

$3,000.00 x 6% = $180.00

Departure payable: $180.00

Total payable: $2,088.00

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 your employee has at least 3 months of service, you 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.

Note: There is no notice of termination in the case of a lay-off for a period of less than 6 months. **But be careful!** If the lay-off period is prolonged for more than 6 months, you will then have to pay an amount equivalent to the notice of termination.

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 you do not give the written notice of termination, you must pay an equal amount as specified above.

3.8 REGULATION OF THE PARITY COMMITTEE

A) Registration system

You must keep a payroll in conformity with the Regulation respecting the registration system. The registration system must be kept available for the 3 years following the current year.

This Regulation is at the Appendix 3 of the Decree. It indicates all the information that must appear in your payroll. Be sure to keep it up to date. The conformity of your payroll will be verified during the inspection of the Parity Committee.

B) Monthly report

You must send a monthly report of your activities to the Parity Committee on the 15th of each month. You may use the pre-printed forms provided by the Parity Committee or send the reports with your computer using Aramis, the program designed by the Committee and distributed to all interested employers who wish to send their reports electronically. If you wish to use your own reports, make sure to have them approved before by the Parity Committee, since they must comply with the regulation.

The regulation appears at Appendix 4 of the Decree and describes your obligation concerning this report. Furthermore, you may consult the Guide appearing on the reverse side of the pre-printed forms.

If you have any difficulties in completing the monthly report, do not hesitate to call us. It will be a pleasure to explain the different steps to follow.

C) Levy

As mentioned previously, you must deduct ½ of 1% from the gross earnings of each employee and you must also pay an equivalent amount. You must then send this sum (1% of payroll) to the Parity Committee each month with your monthly report. As indicated in annex 2 of the decree, the employer's RRSP contribution must be included in the calculation of the 1% levy. The levy must be paid separately.

Chapter 4.
Subcontracting

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

As a contractor, you have the right to have subcontractors to execute the work. However, you must be very careful if you do not want the operation to turn into a nightmare. You can give a subcontract to a firm which is already in business and who has its own employees. However, you must know that if your subcontractor does not respect the Decree and does not pay the employees correctly, the Act respecting Collective Agreement Decrees (Article 14) stipulates that you will be held responsible for the unpaid salaries. The Parity Committee will send you a claim for the differences in salary that you will have to pay.

It is important to know that even if you hire an independent worker according to the taxation authorities, he may still be considered an employee according to the Decree. According to this double status, this person would be entitled to all the benefits provided by the Decree (hourly rate, vacation pay, legal holidays, sick leave, RRSP, etc.). He should also appear on your payroll and monthly reports.

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

Be cautious! Enquire with the Parity Committee before hiring a subcontractor.

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

The majority of the minimum labour standards are replaced by sections of the Decree described above. However, some remain when they are not replaced by a similar or a more advantageous section in the Decree. For example, even if you are under the Decree's jurisdiction, you must comply with some minimum standards regulations such as the weekly rest, the maternity and parental leaves, etc.

Here is an incomplete summary of prohibited practices, dismissal without good and sufficient cause, and psychological harassment at work. For more details, we suggest that you get a copy of the Act respecting Labour Standards or contact the CNESST (cnt.gouv.qc.ca).

Since you must already pay a levy to the Parity Committee, based on the payroll for your building service employee's, the salary of these employees is not subject to the CONTRIBUTION RELATED TO LABOUR STANDARDS. You must still send annually to Revenu Québec this contribution if you have other employees not subject to the decree.

However, you remain subject, for all of your employees, to a contribution from the *Commission des normes, de l'équité, de la santé et de la sécurité du travail* (CNESST) regarding health and safety at work, for which the CNESST sends you annually an account statement (*Avis de cotisation relatif à la santé et à la sécurité du travail*).

5.1 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 you 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 directly to the *Tribunal administratif du travail* (TAQ) or through the CNESST or the Parity Committee, according to the situation. The TAT 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.

5.2 DISMISSAL WITHOUT GOOD AND SUFFICIENT CAUSE

(Article 124 and following, Act respecting Labour Standards)

You 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 TAT who may order the reinstatement and/or salary compensation.

5.3 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. An employee subject to harassment may contact the CNESST to file a complaint.

Attention! If, following an employee's complaint, you have a file with the CNESST and with the Parity Committee, do not sign an agreement to settle the case with the CNESST without consulting the Parity Committee. The *Commission des normes, de l'égalité, de la santé et de la sécurité du travail* does not have the authority to settle a case for the Parity Committee and vice versa. Before you sign an agreement, make sure all the parties concerned accept the settlement.

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