

**3.07.04.** In addition to the particular rules prescribed by law, a social worker shall promptly follow up, at the latest within 30 days of its receipt, on any request made by his client whose purpose is:

(1) to cause to be corrected any information that is inaccurate, incomplete or ambiguous with regard to the purpose for which it was collected, contained in a document concerning him in any record made in his regard;

(2) to cause to be deleted any information that is outdated or not justified by the object of the record made in his regard;

(3) to file in the record made in his regard the written comments that he prepared.

**3.07.05.** A social worker who grants a request referred to in section 3.07.04 shall issue to his client, free of charge, a copy of the document or part of the document that allows his client to see for himself that the information was corrected or deleted or, as the case may be, an attestation that the written comments prepared by his client were filed in the record.

Upon written request from his client, a social worker shall forward a copy of that information, free of charge for his client or, as the case may be, of that attestation to any person from whom the social worker received the information and to any person to whom the information was provided.

**3.07.06.** A social worker shall promptly follow up on any written request made by his client, whose purpose is to take back a document or paper entrusted to him by his client.

A social worker shall indicate in his client's record, where applicable, the reasons that support his client's application.

**3.07.07.** A social worker may require that a request referred to in sections 3.07.01, 3.07.04 or 3.07.06 be made at his place of business during his regular working hours.”.

**3.** Section 4.01.01 is amended by substituting the following for that part preceding paragraph *a*:

“In addition to those referred to in sections 59 and 59.1 of the Professional Code and what may be determined pursuant to subparagraph 1 of the second para-

graph of section 152 of the Code, the following acts are derogatory to the dignity of the profession.”.

**4.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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### Draft Regulation

Transport Act  
(R.S.Q., c. T-12; 1998, c. 40)

#### Requirements applicable — Shipping documents, leasing contracts and contracts for services

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation respecting the requirements applicable to shipping documents, leasing contracts and contracts for services, the text of which appears below, may be made by the Government upon the expiry of 45 days following this publication.

The draft Regulation prescribes that shipping documents must be kept in a heavy vehicle used for the transportation of goods for remuneration. It also prescribes the minimum information that must be contained in the documents concerning the shipping of goods via heavy vehicles, contracts for the leasing of heavy vehicles and contracts for services between operators of heavy vehicles.

Further information may be obtained by contacting Mr. Pierre Mercier, Direction de la sécurité en transport, ministère des Transports du Québec, 700, boulevard René-Lévesque Est, 22<sup>e</sup> étage, Québec (Québec) G1R 5H1; tel. (418) 644-4719; fax: (418) 644-9072.

Any interested person having comments to make on the matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Transport, 700, boulevard René-Lévesque Est, 29<sup>e</sup> étage, Québec (Québec) G1R 5H1.

GUY CHEVRETTE,  
*Minister of Transport*

## Regulation respecting the requirements applicable to shipping documents, leasing contracts and contracts for services

Transport Act  
(R.S.Q., c. T-12, s. 5, pars. *n* and *r*; 1998, c. 40, s. 156)

### DIVISION I INTERPRETATION AND GENERAL

1. For the purpose of this Regulation, the expressions “owners of heavy vehicles”, “operators of heavy vehicles”, “heavy vehicles” and “transport service intermediary” have the meaning given to them in the Act respecting owners and operators of heavy vehicles (1998, c. 40), the terms “receiver”, “shipper” and “carrier” have the meaning given to them in the Civil Code of Québec and the term “consignor” means the person who receives the goods on deposit.

2. An operator of heavy vehicles must keep for not less than two years a copy of each contract and copies of the shipping documents referred to in this Regulation.

Where the operator keeps the contracts and documents in electronic form, he shall make sure that the information contained in those contracts and documents may not be modified.

### DIVISION II SHIPPING DOCUMENTS

3. Except for the transportation in bulk of sand, earth, gravel, stone, snow or ice and except for the transportation of goods by bus, documents concerning the shipping of goods shall be kept in the heavy vehicle used for the transportation of those goods, for remuneration, from their loading to their delivery.

Shipping documents may consist of several pieces containing the information required under section 4 or may be in the form of a slip intended to gather such information.

Such information may be kept in electronic form insofar as they may be produced in paper form, without delay, during a road check operation.

4. Shipping documents must contain the following minimum provisions:

(1) the description of the goods and their quantity in weight, volume, number of identifiable elements or number of containers;

(2) the reference number, if any, which must be on every document constituting the shipping documents;

(3) the shipper’s name, the name of any other person who, where applicable, entrusted the goods to the operator of the heavy vehicle responsible for their transportation and the name of the receiver or consignor;

(4) the name of the operator who provides the transportation and his identification number in the Registre des propriétaires et des exploitants de véhicules lourds referred to in section 4 of the Act respecting owners and operators of heavy vehicles, the date on which the goods were entrusted to him, as well as the points of origin and destination of his trip;

(5) the name and capacity of each person who enters information in the shipping documents;

(6) the name of the transport service intermediary involved in the organization of the transportation provided by the operator and his identification number, in the list referred to in section 15 of that Act;

(7) the mention, where applicable, that transportation is successive and provided by several operators.

### DIVISION III CONTRACTS FOR THE LEASING OF HEAVY VEHICLES

#### §1. Trucks, trailers and semi-trailers

5. A leasing contract referred to in section 19 of the Act must contain the following minimum provisions:

(1) the name of the lessee of the heavy vehicle, who must be designated as the operator of the vehicle, his identification number in the register and his address;

(2) the name of the lessor of the heavy vehicle, who must be designated as the owner of the vehicle, his identification number in the register and his address;

(3) the make, model, year of manufacture and licence plate number of the leased vehicle;

(4) the mention, where applicable, that the services of the driver are provided by the lessor and that the lessee accepts the responsibility to control the driver of the leased vehicle;

(5) the lessee’s consent to the possession, control and exclusive use of the leased vehicle for the whole duration of the contract and its commitment to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code (R.S.Q., c. C-24.2);

(6) the leasing period during which the lessee acts as the operator of the leased vehicle, which may be designated by the dates of the beginning and end of the contract or, failing that, by the conditions of termination of the leasing contract;

(7) the date on which the contract is entered into if different from the date of the signing.

The contract must be signed by the lessor and the lessee or their mandataries.

6. The minimum provisions referred to in section 5 also apply, *mutatis mutandis*, to any other contract whose effect is to transfer to the other party the possession, use and control of a heavy vehicle, or to any contract containing any of the following mentions respecting:

(1) the identification of the vehicle as being operated by the other party;

(2) the control by the other party of the organization and carrying out of the transportation to be provided by means of the vehicle;

(3) the integration of the heavy vehicle into the fleet of vehicles of the other party for the purposes of liability insurance coverage;

(4) the obligation imposed on the owner of the heavy vehicle, or his employees, to comply with all the directions of the other party which prevent him from controlling his vehicle for the duration of the contract;

(5) the dispossession of the heavy vehicle and of its driver for the benefit of the other party with a view to using the vehicle for transportation not expected at the time the contract was concluded;

(6) the management of the driver's conditions of employment, including the payment of his remuneration, by the other party.

## §2. Buses

7. A contract for the leasing of a bus referred to in section 19 of the Act respecting owners and operators of heavy vehicles must contain the following minimum provisions:

(1) the name of the lessee of the heavy vehicle, his identification number in the register and his address;

(2) the name of the lessor of the heavy vehicle, who must be designated as the owner of the vehicle, his identification number in the register and his address;

(3) the category of bus referred to in section 2 of the Bus Transport Regulation made by Order in Council 1991-86 dated 19 December 1986 as it reads when applied and the licence plate number of the leased vehicle;

(4) in the case of the leasing contract referred to in section 8.1 of that Regulation, the mention that the lessor remains responsible for the control of the driving of the leased vehicle and commits to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(5) in the case of the leasing contract referred to in section 5 of the Bus Leasing Regulation made by Order in Council 159-86 dated 19 February 1986 as it reads when applied, the mention that the lessor is responsible for the control of the driving of the leased vehicle and he commits to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(6) the leasing period, which may be designated by the dates of the beginning and end of the contract, by the conditions of termination of the contract or by a reference to the transportation contract;

(7) the date on which the contract is entered into if different from the date of the signing.

The contract must be signed by the lessor and the lessee or their mandataries.

## DIVISION IV CONTRACTS FOR SERVICES

### §1. Hauling of trailers

8. A contract for the hauling of a trailer between two operators of heavy vehicles must contain the following minimum provisions:

(1) the name of the operator of the trailer or semi-trailer, his address and identification number in the register;

(2) the name of the operator of the hauling vehicle, his address and identification number in the register;

(3) the designation of the person who acts as the operator of the combination of vehicles, his acceptance to be responsible for the control thereof during the carrying out of the contract and his commitment to be liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(4) the period of validity of the contract, which may be designated by the description of the trips, by a reference to the bill of lading, shipping documents or by the dates of the beginning and end of the contract or, failing that, by the conditions of termination of the contract for the hauling of a trailer;

(5) the date on which the contract is entered into if different from the date of the signing.

The contract must be signed by both operators or their mandataries.

### *§2. Contracts for services between two operators*

9. A contract for services whereby an operator is substituted for another operator to provide transportation of goods that the latter concluded with a shipper or a receiver must contain the following minimum provisions:

(1) the name of the party that acted as the carrier with the shipper or receiver, its address and identification number in the register;

(2) the name of the operator who is substituted for the other operator, his address and identification number in the register;

(3) the reference number on the bills of lading or shipping documents referring to the trips that are the subject of the contract;

(4) the mention that the operator who is substituted for the operator who acted as the carrier retains the possession, control and exclusive use of the vehicle used and he is liable for the operation of the vehicle with respect to the provisions of the Act respecting owners and operators of heavy vehicles and the Highway Safety Code;

(5) the date on which the contract is entered into if different from the date of the signing.

The contract must be signed by both operators or their mandataries.

## **DIVISION V**

### **PENAL PROVISIONS**

10. Violation of the provisions of section 2 by an operator of heavy vehicles constitutes an offence punishable by a fine of \$125 to \$375.

11. Violation of the provisions of the first paragraph of section 3 constitutes an offence punishable by a fine of \$125 to \$375 on the driver of the heavy vehicle and

by a fine of \$250 to \$750 on the carrier who acts as the operator and, where applicable, on the operator of the heavy vehicle who was substituted for the operator who concluded the transportation contract.

12. Violation of the provisions of section 4 constitutes an offence punishable by a fine of \$250 to \$750 on the operator of the heavy vehicle and by a fine of \$500 to \$1 500 on the person who gave inaccurate information.

13. Violation of the provisions of any of sections 5 to 9 constitutes an offence punishable by a fine of \$250 to \$750 on the operator of the heavy vehicle.

14. This Regulation replaces sections 28 and 28.1 of the Trucking Regulation made by Order in Council 47-88 dated 13 January 1988.

15. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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