

WHEREAS the Chief Coroner was consulted;

WHEREAS it is expedient to make the Tariff without amendment;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Public Security:

THAT the Tariff of costs for the transportation, custody and preservation of dead bodies, attached to this Order in Council, be made.

JEAN ST-GELAIS,
Clerk of the Conseil exécutif

Tariff of costs for the transportation, custody and preservation of dead bodies

An Act respecting the determination of the causes and circumstances of death (R.S.Q., c. R-0.2, s. 168, 1st par., subpars. 3 and 4 and 2nd par.)

1. The rates paid to the carrier referred to in section 1 of the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents, made by Order in Council 907-92 dated 17 June 1992, for the transportation of a body which the coroner or another authorized person takes possession of are as follows:

(1) \$83 for each return trip made by the carrier within the limits of Ville de Montréal or of Ville de Québec;

(2) in all other cases, \$64 for each return trip plus \$0.75 per kilometre travelled;

(3) \$50 for each additional body transported during the same trip.

2. The carrier shall be paid \$15 per hour per employee, up to a maximum of \$120 per employee, for any wait sustained by the employee during the examination of the body or when taking possession of the body if the wait exceeds one hour.

3. The morgue designated under paragraph 2 of section 32 of the Act respecting the determination of the causes and circumstances of death (R.S.Q., c. R-0.2) shall be paid \$25 for each 24-hour period, or part thereof, of custody or preservation of the body.

4. The designated morgue shall be paid \$25 each time the coroner or a person authorized by the coroner visits the morgue during the period of custody or preservation of the body.

5. The carrier shall be reimbursed for living expenses in accordance with Directive 7-74 of the Conseil du trésor entitled Règles sur les frais de déplacement du personnel engagé à honoraires.

6. The rates paid to the carrier referred to in section 1 of the Regulation respecting the identification, transportation, preservation or keeping, custody and return or remittal of dead bodies, objects and documents, made by Order in Council 907-92 dated 17 June 1992, for the transportation of a body which the coroner or another authorized person takes possession of are as follows:

(1) \$83 for each return trip made by the carrier within the limits of the Communauté urbaine de Montréal or of the Communauté urbaine de Québec;

(2) in all other cases, \$64 for each return trip plus \$0.75 per kilometre travelled;

(3) \$50 for each additional body transported during the same trip.

7. This Tariff replaces the Tariff respecting coroners' investigations and inquests, made by Order in Council 1376-83 dated 22 June 1983.

8. This Tariff comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*, except section 1 which will come into force on 1 January 2002.

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Gouvernement du Québec

O.C. 471-2001, 25 April 2001

Highway Safety Code
(R.S.Q., c. C-24.2)

Reciprocal agreement on driver's licence exchange

Regulation respecting a reciprocal agreement on driver's licence exchange between the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea

WHEREAS under section 65 of the Highway Safety Code (R.S.Q., c. C-24.2), no person may drive a road vehicle on a public highway or other roads described in the Code unless he holds a driver's licence of the class appropriate to the driving of that vehicle;

WHEREAS under section 629 of that Code, the Société de l'assurance automobile du Québec may, according to

law, enter into an agreement with any government, department, or body respecting any matter referred to in the Code;

WHEREAS under section 24 of the Act respecting the Ministère des Relations internationales (R.S.Q., c. M-25.1.1), no public agency may, without the prior written authorization of the Minister of International Relations, conclude any agreement with a foreign government or any of its departments;

WHEREAS the Minister of International Relations authorized the Société de l'assurance automobile du Québec to sign an agreement with the National Police Agency of the Republic of Korea;

WHEREAS on 23 November 2000, the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea signed a reciprocal agreement on the exchange of driver's licences;

WHEREAS under section 631 of the Code, the Government may, by regulation, adopt the necessary measures to give effect to an agreement under section 629 of the Code and the publication requirement set out in section 8 of the Regulations Act (R.S.Q., c. R-18.1) does not apply to such a regulation;

WHEREAS it is expedient to make that Regulation to give effect to the Agreement entered into by the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea;

IT IS ORDERED, therefore, on the recommendation of the Minister of Transport:

THAT the Reciprocal agreement on driver's licence exchange between the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea on the exchange of driver's licences take effect;

THAT the Regulation respecting a reciprocal agreement on driver's licence exchange between the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea, attached to this Order in Council, be made.

JEAN-ST-GELAIS,
Clerk of the Conseil exécutif

Regulation respecting a reciprocal agreement on driver's licence exchange between the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea

Highway Safety Code
(R.S.Q., c. C-24.2, s. 631)

1. The Highway Safety Code (R.S.Q., c. C-24.2) and its attendant regulations apply to the holder in Québec of a driver's licence issued by the National Police Agency of the Republic of Korea.

2. Provisions of the Code and its attendant regulations apply in accordance with the reciprocal agreement on driver's licence exchange between the Société de l'assurance automobile du Québec and the National Police Agency of the Republic of Korea, which is appended hereto.

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

APPENDIX

RECIPROCAL AGREEMENT ON DRIVER'S LICENCE EXCHANGE

BETWEEN

THE SOCIÉTÉ DE L'ASSURANCE AUTOMOBILE DU QUÉBEC

AND

THE NATIONAL POLICE AGENCY OF THE REPUBLIC OF KOREA

The Société de l'assurance automobile du Québec

hereinafter referred to as the "SAAQ"

AND

The National Police Agency of the Republic of Korea

hereinafter referred to as the "NPA"

Also referred to hereunder as the Parties

WHEREAS the SAAQ and the NPA issue driver's licences authorizing residents of Québec and of Korea respectively to drive motor vehicles within the borders of their respective territories ;

WHEREAS the SAAQ and the NPA require that anyone residing in their respective territories and driving on a public highway hold a valid driver's licence ;

WHEREAS the Parties wish to facilitate the exchange of driver's licences for holders of a valid licence issued by one of the Parties who settle in the territory of the other Party ;

HAVE AGREED to conclude a reciprocal agreement to ensure that the licences are recognized and to facilitate the exchange of driver's licences under the following conditions.

ARTICLE 1 DEFINITIONS

Under the present agreement :

1.1 "Driver's licence" means a licence issued by one of the Parties and authorizing the holder to drive a motor vehicle on a public highway, subject to the terms and conditions specific to the class of driver's licence and any other related condition and subject to the relevant laws and regulations in force in the territory in question.

"Authority" or "territory" refers to Québec or Korea and "authorities" or "territories" refers to Québec and Korea together.

"Valid" means that at the time a driver's licence issued by one Party is exchanged for a driver's licence issued by the other Party, the original driver's licence has not expired or been revoked, suspended or cancelled by the authority or by the administration or agency acting on behalf of the authority which issued the driver's licence, and that the driver's licence is not subject to any similar restriction which prevents the holder from using it for the intended purpose.

1.2 In the case of the SAAQ :

A class 5 licence is a valid licence issued by the SAAQ authorizing the holder to drive a motor vehicle having two axles and a net weight of less than 4 500 kg, a motor vehicle permanently converted into a dwelling, a tool vehicle and a service vehicle.

1.3 In the case of the NPA :

A class 2 – ordinary vehicles driver's licence is a valid driver's licence issued by the NPA authorizing the holder to drive a sedan, a van/minibus (with a maximum capacity of 9 passengers) and a light truck or van with a load capacity of not more than 4 000 kilograms.

ARTICLE 2 RECOGNITION AND EXCHANGE OF LICENCES

2.1 A resident of Korea who holds a class 2 – ordinary vehicles driver's licence may exchange his licence for a class 5 licence upon settling in Québec without undergoing a proficiency examination or an eye test, upon presentation of a valid licence or a licence that expired within the previous three years, and after paying the fees and insurance premium set by regulation.

If the applicant is at least 25 years old or can prove that he has held a valid driver's licence for the past 24 months at least, the SAAQ shall issue a driver's licence to him; otherwise, he will be issued a probationary licence.

An applicant who wishes to have his driving experience recognized must provide a record of his file from Korea. The licence, and the record of his file must be accompanied by an official English or French translation.

2.2 A Québec resident who holds a valid class 5 driver's licence may exchange that licence for a class 2 – ordinary vehicles licence upon settling in Korea after passing an eye test and a hearing test and paying the attendant fees.

2.3 The restrictions on the original driver's licence are carried over onto the driver's licence issued in exchange, as equivalent codes.

ARTICLE 3 FINAL PROVISIONS

3.1 Samples of the various valid Korean and Québec driver's licences are appended to the present agreement.

Any change by one or the other of the Parties to the driver's licences shown as samples will be communicated to the other Party through diplomatic channels.

3.2 The present agreement does not invalidate the provisions of any law or regulation applicable in the territory of one or the other of the Parties with respect to the right to use a foreign driver's licence.

3.3 The present agreement will be amended in order to take into account any amendments made to the internal law of either Party.

3.4 The present agreement does not affect existing or future reciprocal understandings or agreements made by one or the other of the Parties with any other government.

3.5 The Parties shall help each other apply this agreement and exchange information, when necessary, on licences submitted for the purposes of an exchange.

3.6 Any document or communication provided or transmitted under this agreement shall be in writing and shall be deemed to have been duly provided or transmitted to the Party to which it is addressed at the time it is handed in person, delivered by messenger or registered letter (postage paid) or sent by fax to the following address:

For Québec: Société de l'assurance automobile
du Québec
333, boulevard Jean-Lesage
Québec (Québec) G1K 8J6
Fax: (418) 643-2748
Tel. (418) 528-3390

For Korea: The Consulate General of the Republic
of Korea
1002, rue Sherbrooke Ouest, bureau 2500
Montréal (Québec) H3A 3L6
Fax: (514) 845-8517
Tel. (514) 845-3243

Each Party may change the address to which documents or communications must be sent by sending a written notice to the other Party.

3.7 The present agreement shall come into force once the necessary internal formalities have been carried out, at the date agreed on through an exchange of letters between the Parties.

3.8 A Party may terminate the present agreement by means of a written notice sent to the other Party. The agreement shall end on the ninetieth (90th) day following the sending of the notice.

Made in Montréal on the 23rd day of November 2000, in French and in Korean, both texts being equally valid.

FOR THE SOCIÉTÉ
DE L'ASSURANCE
AUTOMOBILE
DU QUÉBEC

FOR THE NATIONAL
POLICE AGENCY OF THE
REPUBLIC OF KOREA

JEAN-YVES GAGNON,
Chairman and CEO

SANG-TAE LEE,
*Consul General of the
Republic of Korea*

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Gouvernement du Québec

O.C. 475-2001, 25 April 2001

An Act respecting the Ministère du Travail
(R.S.Q., c. M-32.2)

Signing of certain deeds, documents and writings

Signing of certain deeds, documents and writings of
the Ministère du Travail

WHEREAS under the second paragraph of section 7 of the Act respecting the Ministère du Travail (R.S.Q., c. M-32.2), no deed, document or writing binds the Minister or may be attributed to him unless it is signed by him, by the Deputy Minister, by a member of the personnel of the department or by the holder of a position, and in the last two cases, only so far as determined by the Government;

WHEREAS under section 9 of the Act, every document or copy of a document emanating from the department or forming part of its records, if signed or certified true by a person referred to in the second paragraph of section 7, is authentic;

WHEREAS by Order in Council 1434-88 dated 21 September 1998, the Government made the Regulation respecting the signing of certain deeds, documents and writings of the Ministère du Travail;

WHEREAS in order to address the new administrative realities of the department, it is expedient to replace the Regulation and to make the new Terms and conditions respecting the signing of certain deeds, documents and writings of the Ministère du Travail;