

## SAFE Companies Guidelines - Obtaining and Maintaining SAFE Certification

The New Brunswick Forest Safety Association, (the “Association”), has implemented a voluntary program for obtaining and maintaining SAFE companies certification (the “Certification”) and intends by this document to confirm for all Participating Companies the terms and conditions of obtaining and maintaining such Certification.

The terms and conditions of obtaining and maintaining a Certification are as follows:

1. Term

Each Participating Company’s Certification will be valid for a three year period (the “Term”), unless earlier terminated or suspended as set out herein.

2. Obligations of a Participating Company

To obtain and/or maintain Certification:

2.1 Each Participating Company will complete and submit to the Association:

- (a) the SAFE Companies Program Registration Form, together with the applicable fees, and a certification audit prior to obtaining a Certification;
- (b) an annual calendar year maintenance audit on or before each anniversary date of a Certification or June 30 of that year, whichever is later, and performed by an external or internal auditor no more than 6 months before the date of submission;
- (c) a re-certification audit before the expiry of the Term performed no more than 6 months prior to the expiry of the Term;
- (d) only in the case of a SAFE Employer with no work activities during a year that otherwise would have necessitated the completion and submission of an annual maintenance audit, an administrative audit, when required by the Association and on such conditions established by the Association; and
- (e) such other audits as may be required by the Association from time to time.

2.2 For each audit submitted to the Association, the Participating Company will ensure that it achieves an overall audit score of not less than 80%, with no less than 50% in any one audit element, except where it has achieved an overall audit score between 70-79% with no less than 50% in any audit element and has provided additional materials or information deemed sufficient by the Association to satisfactorily complete its audit and improve its score.

2.3 No Participating Company will make or give any false or misleading representation, statement of fact, or opinion to the Association or to an auditor or in a SAFE Companies Program Registration Form, nor will it do so to a third party (including WorkSafeNB) about a matter relating to Certification. It will not omit to state a fact necessary to make or give its representations, statements of fact, or opinions accurate to the Association, an auditor, or third party (including WorkSafeNB).

2.4 No Participating Company will engage in conduct that does not promote safety and which, in the opinion of the Association, could bring the reputation and credibility of the SAFE Companies Certification Program into disrepute.

- 2.5 A Participating Company that has previously been certified as an IOO, ISES SAFE Employer, or a SESAFE Employer and subsequently has increased its number of Workers such that it falls within the definition of another size category, will submit a request for a new Certification within 90 days of falling within the definition of another type of employer.
- 2.6 Upon receipt of Certification, each Participating Company will:
- (a) comply with, and cause its auditors and audits to comply with the standards and applicable guidelines required of a Participating Company established from time to time by the Association for employers, auditors, and audits;
  - (b) unless otherwise stated in this Policy, comply with, and cause its auditors and audits to comply with, the standards and applicable guidelines required of a Participating Company established from time to time by WorkSafeNB for  
  
employers, auditors, and audits in the Certificate Program;
  - (c) immediately inform the Association of any change in employer name, WorkSafeNB account number, WorkSafeNB NAICS (including an addition of a classification unit), acquisition of another employer, or change to ownership of the Participating Company;
  - (d) comply with directions issued from time to time by the Association;
  - (e) consent to the Association providing such information as required by WorkSafeNB for purposes of quality assurance, issuance of Program certificates, and furthering the objectives of the Program; and
  - (f) consent to the Association posting on the Association's web-site the Participating Company's name, principal business location, and Certification status where it has obtained and maintained the Certification, for the purpose of furthering the objectives of the Program.
3. Categorization of Participating Companies
- 3.1 Upon receipt by the Association of a certification audit or any subsequent audit, or a request made under section 2.5, the Association will determine whether a Participating Company is a SAFE Employer, a SESAFE Employer, an ISES SAFE Employer, or an ISAFE Employer, using the following criteria:
- (a) a "SAFE Employer" has a Peak Company  
  
Size of:
    - (i) more than 24 Workers; or
    - (ii) less than 25 Workers but the mathematical average number of Workers in the Included Months is more than 19 Workers;
  - (b) a "SESAFE Employer" has a Peak Company Size of:
    - (i) 6 to 19 Workers; or
    - (ii) 6 to 24 Workers but the mathematical average number of Workers in the Included Months is 19 or less Workers;

- (c) an “ISESAFE Employer” has a Peak Company Size of 2-5 Workers (not including one Worker who works for only 20 working days or less in the Review Period), that is not an IOO Employer; and
- (d) an “ISAFE Employer” has a Peak Company Size of one individual owner operator and no more than one office support worker (not including one Worker who works for only 10 working days or less in the Review Period).

3.2 A Participating Company will provide such documentation and information to the Association as the Association may require in order to make the determination referred to in section 3.1.

NOTE: Dependent Contractors add to your Worker count, and a Participating Company with one or more Dependent Contractors cannot be an IOO Employer.

4. Early Termination, Suspension, or Other Action for Breach of an Obligation of a Participating Company

4.1 Certification of a Participating Company will terminate if a Participating Company breaches section 2.1(b) or (c). The Association will advise the Participating Company of such termination by giving written notice, and such termination will be effective on the date that the Association removes the Participating Company from the Association’s list of certified companies. In any other case, the Association may terminate or suspend a Certification, or take such other action as it deems appropriate for breach of any other obligation of a Participating Company set out in this document if, before making such a decision, it:

- (a) gives notice to the Participating Company in writing of the proposed termination or suspension, and the reasons therefor; and
- (b) gives the Participating Company 30 days within which to deliver a written submission to the Association with respect to the proposed termination or suspension.

4.2 If the Association decides to take action after considering the submission of the Participating Company under section 4.1(b), it will give notice to the Participating Company as set out in section 7 and such action will be effective on the date that the Association removes the Participating Company from the Association’s list of certified companies.

5. Reinstatement

The Association may set the terms and conditions for re-certification of a Participating Company, or an entity under common control or direction of a Participating Company, whose Certification has previously expired or has been terminated. The Association may declare that an entity and a Participating Company are under common control or direction in its sole discretion.

6. Amendment

The Association may amend any of the terms and conditions set out herein by posting the changes on its website.

## 7. Notices

Any notice required or permitted to be given will be given in writing and be deemed to have been given or submitted when delivered by courier or transmitted by fax or e-mail, or five business days (not including Saturday, Sunday, or a statutory holiday) after the date sent by certified or registered mail, postage prepaid, return receipt requested. Each Participating Company will provide to the Association and maintain a mailing address, and will advise the Association of its fax number or e-mail address, if any, and each Participating Company waives the right to receive any other form of notice.

## 8. Exclusion of Liability

Notwithstanding any other provision of this document or any statements, representations, agreements or conduct to the contrary, in no event will the Association be liable to a Participating Company, or to anyone claiming through or under it, for any claim or loss, whether in contract or in tort, or based on any other theory of law whatsoever, arising from or connected in any way with the interpretation or application of these terms and conditions of Certification by the Association including, without limitation, any claim for loss of profits, indirect costs or consequential damages.

## 9. Waiver

The failure of the Association to insist upon the strict performance of any term or condition contained herein or to exercise any right will not be construed or operate as a waiver of the term or condition, and no waiver will be inferred from or implied by anything done or omitted to be done by the Association.

## 10. Definitions

For the purposes of this document:

- (a) "SAFE Employer", "ISAFE Employer", "ISESAFE Employer", and "SESAFE Employer" have the meanings given in section 3.1;
- (b) "Dependent Contractor" means a person, whether or not employed by a contract of employment or furnishing his or her own tools, vehicles, equipment, machinery, material or any other thing, who performs work or services for another person for compensation or reward on such terms and conditions that he or she is, in relation to that person, in a position of economic dependence on, and under an obligation to perform duties for, that person more closely resembling the relationship of an employee than that of an independent contractor;
- (c) "Included Months" means all calendar months in a Review Period in which the number of Workers employed or engaged by the Participating Company for such month is more than 24% of the Peak Company Size;
- (d) "Participating Company" means an employer in the forest industry, or such other employer included by the Association from time to time, that wishes to obtain or maintain a Certification;
- (e) "Peak Company Size" means the greatest number of Workers employed or engaged by the Participating Company at any time during the Review Period, as established by the Association;
- (f) "Program" means the SAFE Company Certificate of Program established by NBFSA;



- (g) “Review Period” means the 12 consecutive calendar months immediately preceding an audit or, in the case of section 2.5, any 12 consecutive month period immediately preceding the date of the engagement of a Worker whose hiring would cause a Participating Employer to fall within the definition of another type of employer;
- (h) “Workers” means employees, owner operators, Dependent Contractors, and employees of Dependent Contractors, and “Worker” means any one of them.