



**Trade Partner
&
Safety Program
Agreement**

Date:

Trade Partners Name:

Trade Partners Signature:

Manager/Supervisor:

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Agreement Overview Snapshot

This page is an overview of some parts of the document but please read the complete document to familiarize yourself with OakWood policy. It is important that we work together as a team to ensure safe workplaces, productive projects and happy clients.

1. Above all, you must ensure that we have happy clients
2. All interaction with clients is cordial but all Trade Partners and their workers must direct client's questions to the OakWood Project Manager. When a client wants to speak about the project to you or your workers simply say;
"I do not know the contract between you and OakWood. Please speak with the OakWood Project Manager so that all of the information is correct. Do you want me to give you his number?"
3. We are a team so OakWood must always be commented on in a positive way to others. If any negative comments are heard about OakWood sourcing from you or your workers, then all contracts will be terminated without recourse
4. If an issue arises that changes the scope of work, then immediately contact the PM. The PM will immediately contact the Client to clarify
5. If extra work is identified or asked for by the Client, then immediately contact the PM. No extras can be charged to OakWood without a new PO. No one works for free
6. Make sure that your team always refers to the plans for all work details. If any questions arise or something looks off, then immediately speak with the PM
7. BEFORE the project starts you must confirm ALL material for the project with the PM and ensure delivery dates are assigned. You are responsible for all delays should you be missing material
8. OakWood's name and logo cannot be used without written approval from the Owners of OakWood
9. Valid up to date WSIB and HST accounts are required at all times and WSIB certificates must be attached to all proposals and all invoices requesting payment
10. Health and Safety training of all workers must be current with up to date certificates
11. All work performed onsite must meet the Ontario Building Code standards and the Ministry of Labour Standards and abide by any Municipal, City, Provincial and Federal laws
12. All personal protective equipment must be worn as per the requirements of the Ministry of Labour
13. Trade Partners are to supply all required tools and equipment to complete their PO scope of work
14. When markings and names are on your shirts and hats, only OakWood clothing, hats, hard hats, signs, etc. are permitted on OakWood project jobsites. You can also have solid colour blue or grey shirts on site but cannot have any graphic or advertising on clothing. If you are a Contractor and have vehicle signs then vehicles must be parked off-site, a minimum of 100 meters away from the work site, to avoid confusion. OakWood shirts, hats etc. can only be worn on OakWood projects or travel to and from sites
15. Work must be completed as per the OakWood provided project schedule at all times to ensure a Back Charge is not issued to you. It is important that your project schedule progress is constantly updated to the PM and the Office Scheduler daily
16. All pricing must be approved in writing prior to work starting
17. Invoices are to be emailed to accounting@oakwood.ca and must match Purchase Orders exactly and include your WSIB certificate Early invoices are returned and must be reissued with the correct date
18. All work must be completed prior to submitting an invoice with payment terms starting from invoice approval date
19. Payment is made 30 days after total completion of all work and after invoices are approved by the PM
20. You must warranty all of your work as per the Tarion guidelines and for 5 years
21. Zero tolerance for stealing, harassment, smoking, consuming alcohol or drugs or swearing on site
22. Did we mention that you must always work towards ensuring we have happy clients!

Following the OakWood process will ensure happy Clients and a great working relationship between you and OakWood. Thank you for being part of the OakWood Team.

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Introduction

It is the responsibility of Trade Partners to review and abide by OakWood Designers & Builders Inc. (hereinafter "OakWood") Trade Partner safety program and operating procedures at all times. The Trade Partner safety program and operating procedures are meant to assist Trade Partners in reducing injuries and incidents, ensuring all Trade Partner's operating procedures are standardized and coordinated, complying with legislation and maintaining a cooperative, safe workplace. Additional guidelines and requirements may be necessary depending on specific site requirements.

The term "Trade Partners" include all Contractors, Subcontractors, independent operators and including their workers and employees, which OakWood contracts to provide services. The Trade Partner is responsible for ensuring that all their personnel are aware of OakWood's current safety program and operating procedures prior to commencing work.

This handbook is designed for your convenience. For more detailed reference, please refer to OakWood's health, safety and operating procedures manual. Should any procedure outlined in this handbook or in the manual conflict with any federal, provincial, and/or municipal law or prescribed standard then the more stringent set of standards shall apply.

OakWood Trade Partners are independent operators and nothing contained in this handbook is to be interpreted as an employment contract or offer of employment.

The described policies, practices and procedures in this handbook are subject to change. Any changes will be in writing and posted on the OakWood website and are permanently incorporated into this handbook. No OakWood Trade Partners or employees of OakWood are authorized to waive, modify or add to any of the provisions in this handbook, without the express written consent of OakWood Owners.

Relationship of Parties

Trade Partner(s) are not an employee or agent of OakWood, or of any company affiliated with OakWood. The Associate Sub-Trade has no power or authority to act for, represent, or bind OakWood, or any company affiliated with OakWood, in any manner whatsoever.

Lines of Authority

OakWood's Trade Partners are independent Trade Partners and are to follow the exact scope of work within the time and materials contracted for;

1. All changes must be approved by the OakWood Office and the Project Manager in writing, as changes to Purchase Orders (PO) can affect the project cost and schedule. The price of your work in a PO remains as per your agreement with OakWood until a new PO is approved in writing by the OakWood Office. Additional costs for changes cannot be invoiced without a new PO.
2. If you have any uncertainty as to what work needs to be done, for example, if the scope of work is unclear, please speak with the Site Project Manager or the Project Scheduler for clarification before you proceed or call the OakWood office.
3. If you are unsure at all about the safest way to proceed on any project or have a question about coordinating with other Trade Partners, please speak with the Site Project Manager before you proceed or call the OakWood office.

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Record Change

Notify the OakWood Office immediately of:

1. Changes in your address, email address or phone number(s)
2. Emergency contact number(s)

Mail

The OakWood name or Logo and stationary is not to be used by a Trade Partner without OakWood's authorization in writing. Abuse or misuse of the OakWood name or Logo(s) or stationary will have legal consequences.

Communication

First the Site Project Manager or Project Scheduler (613 236-8001), then the Production Manager and then in extreme situation the General Manager are the persons to go to for answers to your questions. Matters that you regard as confidential will be kept confidential by Management if it legally can be. If Management does not have the answer to your questions, they will either find it for you or refer you to the right person. If you feel you cannot discuss a certain matter with OakWood Management, send an email to confidential@OakWood.ca. If you are aware of violations of law, OakWood policies, etc., you have a duty to communicate such information or suspicions to OakWood immediately. We appreciate your help.

Integrity

Absolute honesty is a primary criteria to OakWood's business practices. Our Clients entrust us with their money, property and hard earned treasure because of their confidence in OakWood, and the same is expected of all Trade Partners who work on our sites. Trade Partners are expected to conduct themselves in a manner that does not reflect badly or conflict with OakWood's integrity standards. Any proven act of dishonesty is grounds for immediate removal of the Trade Partner from the project site and termination of the Trade Partners contract.

Courtesy

OakWood expects present and potential Clients to be satisfied with the service they receive during an OakWood project. The Trade Partners business is also a services business, and the manner the service is given is as important as the work itself. A friendly cooperative manner reflects the attitude OakWood wants to convey to all of our Clients. Professional courtesy at all times is of the utmost importance. If a Trade Partner encounters a situation where their professional attention does not satisfy the Client's concern or expectations, then please refer the matter to OakWood's Project Manager or Production Manager.

We understand the construction industry historically was a 'Machismo' type of work but today standards do not permit foul language, swearing or derogatory language at any OakWood job site.

Health and Safety Policy Statement

OakWood is committed to ensuring a safe and healthy workplace for its Trade Partners, Subcontractors, Workers, Visitors, and it's Clients. Our health and safety policies and procedures are based on a sincere desire to eliminate personal injuries, occupational illnesses, and property and equipment damage.

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Responsibility for the quality and maintenance of our health and safety program lies with each Trade Partner working on the project directly and indirectly. Every Trade Partner is responsible for ensuring that proper work procedures are followed and new ones established and policies and rules are developed, maintained, audited and upgraded as changes are made to the legislation and work standards are improved.

All Trade Partners must comply with and enforce all of OakWood Health and Safety Policies and ensure all statutory and regulatory requirements are met.

All Trade Partners have the responsibility to create a continuous improvement plan to ensure that a safe work environment is maintained, safety policies are reviewed and updated, and hazards are continually accessed and guarded or eliminated against.

All Trade Partners have the responsibility to ensure that all projects plan safety in the start-up, practice regular complete audits to ensure safe work environments are maintained, and all hazards are identified and eliminated or guarded.

All Trade Partners have the responsibility to ensure they maintain safe and healthy work sites and ensure that every worker entering on their sites have read and signed for a copy of the OakWood Trade Partner & Health and Safety Agreement and Procedures Manual; and they are fully qualified and have received adequate training in their specific work tasks.

All Trade Partners have the responsibility to perform their jobs safely and in accordance with current safety legislation and the OakWood Health and Safety policy.

All Trade Partners and visitors to the sites have the responsibility to conduct themselves safely and not compromise any safety feature implemented within a working area. They are also responsible to report any potential hazards they may observe directly to OakWood in writing.

All Trade Partners and visitors are expected to abide by the Occupational Health and Safety Act and Regulations and amendments for their regulated area of requirements, OakWood Safety Policy, Site Specific Safety Plans and the general project safety rules.

It is through the cooperation of all Trade Partners that we will achieve our common goal to prevent loss time injuries through safer and healthier environments.

Selection Criteria

OakWood's management team shall ensure that contract agreements made with Trade Partners are made in accordance with the selection criteria outlined below:

- Contracts are awarded based upon, the qualifications, experience, speed, performance, timeliness, responsibility, attitude & integrity, and the degree of success in meeting the project schedule, budget and quality of work.
- When deciding on Trade Partners to perform any work, OakWood shall consider the Trade Partners safety record including their NEER or CAD-7 statements and the status of their workers compensation (WSIB clearance certificate) or insurance coverage.
- Determine Trade Partners commitment to health and safety by reviewing their health and safety policies and programs. A complete listing of all health and safety related training and orientation including dates completed should be provided.
- Received full and accurate disclosure of all work procedures from Trade Partner including a list

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of personal protective equipment that will be utilized.

- Verify that Trade Partners have reviewed OakWood's Trade Partners safety program and that Trade Partners have workers compensation or insurance coverage in good standing before signing the Trade Partners safety agreement or giving permission to start work.
- Received a signed copy of the Trade Partners safety agreement and WSIB clearance certificate to all requests for price, purchase orders, work orders or contracts signed with Trade Partners indicating the acceptance of OakWood's policies and procedures and the verification of insurance coverage.
- Ability to adequately monitor Trade Partners while they perform their work and ensure on going communication and documentation between OakWood and Trade Partner.
- Ability to inform Trade Partner of the actual or potential hazards in the area where work will be performed, before work begins.
- Ability to review fire and emergency procedures with Trade Partners before work begins.
- For evacuation purposes, Trade Partners must report to the appropriate OakWood Supervisory personnel at the start and end of each workday.

For Trade Partners with an open agreement with OakWood to perform work on a repeat basis, consistency requires providing a new Trade Partners safety agreement signed each year and a new WSIB clearance certificate every time of invoice.

OakWood shall keep a copy of all Trade Partner safety agreements on file for the duration of the contract and for a minimum three years after the end of the contract.

Safe Operating Procedures

All Trade Partners are responsible for providing the safe operating procedures for their specific task to their site workers and personnel.

OakWood will identify work environment health and safety hazards by identifying and listing all jobs, occupations and common hazards in the work environment. The main activities involved in each occupation, job or where common hazards exist will be identified.

The hazards identified will be rated for loss potential and controls will be developed and implemented to prevent the hazards from leading to injury/illness. A safe operating procedure for each main activity will be developed, and all Trade Partners who perform these activities must be fully informed and properly instructed on the safe operating procedures. Further, these safe-operating procedures will be reviewed by the Trade Partners, at a minimum, every three months.

Signage

Only OakWood signs are to be posted on the project site. The Trade Partner may not post any signage.

Vehicle Signage

If the Trade Partner has signage located on any vehicle's that arrive to an OakWood project, then they must part the vehicles a minimum of 100 meters from the project jobsite.



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Tools

As an independent operator Trade Partners are expected to provide the necessary hand and power tools and ancillary equipment to perform the job that you were contracted to do. All tools must have all safety attachments and features in good condition and in good working order at all times. OakWood does not supply tools to Trade Partners.

OakWood Work Schedule

OakWood will provide every Trade Partners with an OakWood project schedule and that project schedule must be adhered to. When a Trade Partners contracted work cannot be met as per the project schedule, then the OakWood Project Manager or Scheduling Manager must be notified immediately (613 236-8001) as well as in writing. Breaches of the project schedule will result in immediate Back Charges to the Trade Partner without recourse and possible termination of the Trade Partners contract. Many other Trade Partners and Suppliers are affected by the Project Schedule therefore it is extremely important for every Trade Partner to fulfil their required contract work in coordination with the OakWood Project Schedule. You will be notified of all changes to the project schedule from the OakWood Office via email.

Work Week

As an independent operator Trade Partners have the choice of working hours. Trade Partners work must coordinate with the Client's requirements as well as OakWood's other Trade Partners, and most importantly the OakWood Project Schedule deadlines must be honoured and respected at all times.

OakWood's own personnel have established hours for work, normally:
Monday – Thursday: 7:30 a.m. to 5:00 p.m. and Friday: 7:30 a.m. to 4:00 p.m.

Safe Work Practices

OakWood has established the following safe work practices, which must be strictly adhered to:

- Trade Partners must have workers compensation coverage and must supply their number and verification of coverage (WSIB Clearance Certificate) to OakWood. A Trade Partners safety agreement and WSIB clearance certificate must be provided prior to the commencement of any work and again prior to payment.
- Trade Partners will not be allowed on OakWood premises while in the possession or under the influence of alcohol, incapacitating drugs or medications. A Back Charge will be issued immediately without recourse.
- Trade Partners are not permitted to use any equipment belonging to OakWood without prior approval in writing by the OakWood management team.
- Trade Partners must observe and obey all OakWood regulatory signs as well as any specific standards or safety direction given by OakWood's management team.
- Under no circumstances are Trade Partners permitted to use any designated substances or products as defined by the Ministry of Labour, without the prior written consent of OakWood.
- Trade Partners must provide OakWood a list of all products brought onto OakWood premises including copies of Material Safety Data Sheets for all WHMIS controlled products.
- Trade Partners must wear any mandatory personal protective equipment required by Government regulations and/or OakWood at all times and any equipment brought to the job

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sites by the Trade Partners must meet all governing legislation/regulation/industry standards.

Should any of the above not be adhered to then this will cause an immediate Back Charge without recourse.

Workers' Compensation – WSIB

As an independent operator, Trade Partners who are injured on a job or suffer an accident or illness that is work related, must have coverage as outlined under the provisions of the Workers' Compensation Law. As an independent operator, Trade Partners must pay for this coverage. Being an independent operator, Trade Partners must always have up to date coverage for all of their employees. It is a Trade Partners responsibility to ensure that they pay for full coverage and to provide OakWood with a copy of their insurance coverage certificate. OakWood will require that Trade Partners submit WSIB certificates to our office by way of email at the time of PO issuance and at the time the Trade Partner issues their invoice.

Insurance

As an independent operator, OakWood does NOT provide Trade Partners with any insurance coverage of any kind. Trade Partners must carry their own insurance coverage.

As an independent operator the Trade Partner must carry your own insurance coverage as follows;

Scope of insurance policy – The policy must be a Commercial General Liability Policy, and shall provide for the limit of liability of not less than \$1,000,000. per cause with a maximum of \$5,000. deductible, inclusive for bodily injury and property damage.

Coverage provisions – The policy shall include but not limited to coverage for all liability on OakWood or OakWood's Clients property, for any damages, loss of use, removal or weakening of all property.

Proof of insurance – Forward to the OakWood Office a certificate of insurance indicating coverage in good standing, with renewal's forwarded upon policy renewal.

Corrective Warnings

Written and/or verbal warnings will be given to a Trade Partner in cases of any safety or procedure infractions. Appropriate and adequate responses to corrective warnings and procedures will have a major bearing on the performance evaluations. Warnings may accompany a Back Charge which is without recourse.

Orientation

The orientation of Trade Partners to the specific requirements of the site is among the most important aspects of the Trade Partners safety program and the control of loss through injury or incident.

All Trade Partners must understand site policies and ensure their own policies and procedures to be followed to protect the safety of their own workers as well as other Trade Partners working on the project. Trade Partners will accept sole responsibility for the performance of their workers and conduct of their visitors, all workers must be aware of the systems for evaluation and consequences of non-compliance.

OakWood will coordinate meetings to be held with all Trade Partners. Orientation meetings are to be held prior to work commencing and will involve reviewing the Trade Partners safety program in detail. All site visitors must first be approved for access by OakWood in writing.

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Health and Safety Education/Training

Trade Partners must ensure that their Supervisors and workers have received appropriate up-to-date training in health and safety as well as their Trades to ensure that they are competent to perform all required work in a safe and reliable manner.

Provision of Documents

Trade Partners must maintain a copy of all documentation required to be kept on the worksite, according to applicable legislation prior to the work commencing and/or material arriving on the worksite. This includes, but is not limited to the following documentation.

- Health and Safety Policy Statement.
- Equipment Operator's Manual.
- Log Books.
- Engineers Drawings.
- Notice of Projects.
- Building Permits.
- Industry Standard Protective Gear and Clothing.
- Emergency Response Equipment (Fire Extinguisher, etc.) and First Aid Kit.

Personal Protective Equipment

The use of personal protective equipment (PPE) is necessary to help prevent serious injury or illness by eliminating or minimizing exposure to a hazardous physical/chemical material. Personal protective equipment must be worn at all times where required. The maximum degree of protection offered by personal protective equipment will be achieved only if the equipment is right for the job, fitted properly, used properly and maintained properly.

The following list has been developed to ensure that all Trade Partners and their personnel working at OakWood fully understand the personal protective equipment requirements:

- All personal protective equipment to be used at an OakWood site will be evaluated and approved by the Site Project Manager to ensure that the equipment is the correct type and is appropriate for the circumstances.
- It is the responsibility of all Trade Partner and their workers to wear the appropriate personal protective equipment whenever there is potential risk of bodily injury and/or exposure to a hazardous agent (physical/chemical).
- It is the responsibility of the Trade Partner to ensure that they and all their workers required to wear or use personal protective equipment, receive the proper equipment and are trained in the proper use, care, limitations and maintenance of this equipment. The Trade Partner must also ensure that their workers are properly fitted with protective equipment.
- Safety training shall fully be documented by the Trade Partner, signed by the Trade Partner and their worker(s), and kept on the Trade Partners site file for acknowledgment and verification of training.
- Trade Partners will inspect their personal protective equipment regularly, for themselves and

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their workers, to ensure that it is maintained in proper working condition. Check for cleanliness, missing or broken parts, etc. prior to wear or use.

- All personal protective equipment shall be regularly cleaned as required and stored according to manufacturer's recommendations.
- Any violation of the personal protective equipment requirements will result in disciplinary action being taken including a Back Charge which is without recourse.

Personal Protective Equipment Requirements Replacement

Type of PPE	Standards	Requirement	Replacement
Hard Hats	Class E CSA Approved	All workers on construction projects	When CSA approval is compromised
Steel Toe Footwear	CSA -Z195-M1984	All workers on construction projects	When CSA approval is compromised
Fall Protection Full Body Harness	CAN/CSA-Z259.10-M90	When working above 10 feet and not protected by a barrier system	When CSA approval is compromised
Shock Absorbing Lanyard	CAN/CSA-Z259.11-M92	When working above 10 feet and not protected by a barrier system	When CSA approval is compromised
Vertical Lifeline Rope	CAN/CSA-Z259.2.1-98	When working above 10 feet and not protected by a barrier system	When CSA approval is compromised
Eye Glasses or Goggles	CAN/CSA-Z94.3-M88	When eye injury hazards are present	When CSA approval is compromised
Hearing Protection	CSA approved ear plugs or muffs	When noise levels are harmful	When CSA approval is compromised

When the personal protective equipment is damaged, and the CSA approval has been removed the equipment, as a result (exposed toe caps, cuts or abrasions to strapping) must be removed from service immediately.

Hazard Identification and Control

At OakWood, it is the responsibility of all Trade Partners and their workers to be conscientious of workplace hazards and to identify, report, correct and ideally eliminate any known hazards as well as to avoid the creation of new ones. If these problems are corrected immediately, we can prevent unnecessary injuries/incidents. We each have a responsibility for our own safety as well as the safety of co-workers.

Hazard reporting is an integral element of an effective health and safety program that involves all workplace parties. Trade Partners and their workers must report hazards immediately to the Site Project Manager.

Hazards include unsafe acts or unsafe conditions and can include the following:

- Operating machinery/equipment without authority.
- Failure to warn or secure.
- Operating equipment at improper speeds.

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- Making safety devices inoperable.
- Using defective equipment.
- Using equipment improperly.
- Failing to use personal protective equipment.
- Improper loading.
- Improper lifting.
- Servicing equipment in motion.

Responsibilities

Every Trade Partner and their worker(s) will inspect his or her workplace and equipment to observe for any unsafe conditions prior to starting work. Every Trade Partner and their worker(s) must complete the pre-use inspection checklist every day for the machine that they are using.

Trade Partners should look for the following hazards:

- Inadequate guards or protection.
- Defective tools and equipment.
- Fire and explosion hazards.
- Substandard housekeeping.
- Excessive noise.
- Hazardous atmospheric conditions.
- Area congestion.
- Any other unsafe acts and conditions.

Trade Partners have an obligation to report unsafe acts and conditions immediately to the Site Project Manager or OakWood office. This can be done by filling out a worker hazard report and handing it in to OakWood's office in writing and reporting the hazard verbally to the Site Project Manager. When reporting an unsafe act or condition, be sure to include the location of the hazard and the risk of any immediate danger to any person or property.

Injury/Incident Reporting

To comply with the legal requirements set out by the WSIB and the Ministry of Labour and to take every reasonable precaution to ensure the protection and safety of our workers, OakWood has endorsed an accident reporting program and procedure.

Health and safety is of prime concern to both OakWood and every Trade Partner. Accident reporting is the responsibility of the Trade Partners and Site Supervisors. An accident report shall be conducted for all accidents (first aid treatment to critical injury).

The goal of an accident report is to give a detailed account of the accident and assist in the filing and the completing of the necessary documentation for the WSIB and/or Ministry of Labour. The reports must be completed and faxed to the WSIB as there is a three (3) day reporting deadline once an accident has been

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reported. These reports should also be forwarded to the Health and Safety representatives for them to review and analyze and make corrective recommendations to prevent future accidents or incidents.

Workplace Incident (First Aid Treatment Only)

- Administer first aid if required.
- Fill out a first aid log record (CSF-017) and mark:
 - Date.
 - Time.
 - First aid administered.
 - Name of first aider.
 - Reason for accident.
- Ask the worker to sign the forms. If they refuse, indicate this on the form in the presence of the worker.
- Return the worker to work.
- Follow up with the worker on their next shift.
- Advise the worker that if they seek medical attention (see his/her doctor or go to the emergency room) they must report this to their immediate Supervisor. The situation must now be treated as a workplace accident.

Workplace Accident Requiring Medical Treatment

- Administer first aid and/or transport the worker, if immediately necessary to medical attention. The Trade Partner should arrange transportation for the worker to seek medical attention (review CSF-018 for suitable means of transportation to medical facilities). Examples of suitable arrangements are: ambulance, taxi, manager/Supervisor etc.
- If injuries permit, fill out an accident report (CSF-025) with the worker. Be as specific as possible as to height, weight, distances, body position, location of accident scene, etc. Complete the forms that are required by reviewing the WSIB completion checklist.
- Fill out a WSIB functional abilities form. Have the worker take the form to the treating physician for them to complete. The worker shall return the form in a timely manner to their Trade Partner and copy to OakWood offices.
- Offer and encourage taking a taxi to the after-hours clinic or the emergency department. Confirm which medical facility they will be going to.
- Prepare the required paperwork, including an accident report, modified work declaration form (CSF-019) and worker claim consent form immediately, (keep in mind that OakWood office needs this information the next day as the Trade Partner has a maximum of three (3) days to notify the WSIB of an accident/injury).
- The Trade Partner should consider offering modified work within the workers' restrictions upon their return from the treating facility. Review the functional abilities form with the worker to select appropriate tasks to protect the safety and integrity of the job site.



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Workplace Accident (Critical Injury) Requiring Medical Aid

- Follow emergency scene management techniques from first aid training.
- Administer required first aid.
- Send an uninsured worker to the telephone with specific details to relay all required information to the 911 dispatcher (injuries, exact location of accident, etc.) Ask the person making the call to come back to you with an estimated time of arrival for the ambulance and stay with the injured worker until help arrives.
- Immediately after the ambulance leaves you are legally required to make the following two (2) telephone calls.
 - Ministry of Labour Inspector.
 - A worker member of the Joint Health and Safety Committee (preferably the certified member).
- Do not alter the accident scene unless it is to save a life or relieve human suffering, or to prevent unnecessary damage to equipment or property. .
- Within forty eight (48) hours of the accident, a certified committee member shall send a written report to the Ministry of Labour, (CSF-020) and then complete the procedure for workplace accidents requiring medical aid as stated above.

Critical Injury Defined

For the purposes of the Occupational Health and Safety Act and Regulations for Construction Projects, “critically injured” means an injury of a serious nature that:

- Places life in jeopardy.
- Produced unconsciousness.
- Results in substantial loss of blood.
- Involves the fracture of a leg or arm, but not a finger or toe.
- Involves the amputation of a leg or arm, hand or foot, but not a finger or toe.
- Consists of burns to a major portion of the body.
- Causes the loss of sight in an eye.

Notice of Death or Injury

The Trade Partner shall immediately notify a Ministry of Labour Inspector, and the Joint Health and Safety Committee health and safety representative and trade union (if any) as well as OakWood office of the occurrence by telephone or other direct means of communication.

Preservation of Wreckage

Where a person is killed or critically injured at the workplace, no person shall interfere with, disturb, destroy, alter or carry away any wreckage, article or thing at the scene of, or connected with, the occurrence until permission to do so have been given by a Ministry of Labour Inspector except for the purpose of:

- Saving a life or relieving human suffering.

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- Maintaining an essential public utility service or a public transportation system.
- Preventing unnecessary damage to equipment or other property.

Emergency Preparedness

An emergency can include any of the following circumstances that may require a halt to business or an evacuation of the premises.

- Fire or explosion.
- Chemical spills.
- Medical emergency.
- Power failure.
- Gas leak.
- Bomb threat.
- Natural disaster.
- Workplace violence.

Responsibilities

- Follow the emergency procedures and avoid taking any unnecessary personal risks in the event of an emergency.
- Advise the Site Project Manager of any special needs that they may have such as needing assistance with evacuation and medical conditions.
- Direct all communication regarding the situation to the Site Project Manager and the OakWood office.

Evacuation Procedure

In the case of an emergency that requires the evacuation of the building (i.e. fire, gas leak, etc.) the Trade Partner should make an evacuation declaration. The Trade Partner will also be responsible for calling 911 as soon as it is safe for him or her to do so. If it is not safe then they must make the call from the nearest safe location. Trade Partners also have a duty to inform workers in their immediate area of the danger and the necessity to evacuate. If this situation occurs, Trade Partners are to do the following.

- The Trade Partner shall make the following announcement three (3) times:
"ATTENTION! AN EMERGENCY CONDITION EXISTS! ALL PERSONNEL PLEASE EVACUATE TO THE DESIGNATED MEETING PLACE IMMEDIATELY."
- Don't Panic! Don't Run! Shut off any equipment/machinery you are using.
- Leave the building and Proceed immediately to your designated emergency exits in an orderly fashion; YOU must evacuate with the area YOU are in when the Evacuation Notice is given.
- Persons not in their work areas when the emergency is announced MUST NOT return to their work site

DO NOT

- STOP to Pick up your boots, coats or any other item



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- Go to or try to remove your vehicles from the parking lot
- Use the Telephone or Paging system During an Emergency UNLESS DESIGNATED to do so.

Follow directions given by any Site Supervisor...

- Once outside, proceed quickly to your designated meeting place, and check in with the Site Supervisor.
- Once assembled, the Trade Partner is to perform a roll call to ensure that all personnel have successfully evacuated the building.
- If any of the Trade Partners workers are missing, emergency response personnel are to be informed immediately.
- If it is not safe for the Trade Partners workers to remain at the designated meeting place, or if injured workers need shelter from the weather, then should persons will proceed to the nearest safe building.
- Trained first aid personnel will attend to all injured workers while waiting for emergency services.
- The circumstances of each emergency situation must be recorded using the OakWood's Incident or Accident Investigation Form
- If an injury or illness is involved, please refer to First Aid Treatment for Work Related injuries.
- Forward a copy of all completed reports to the Health and Safety Co-ordinator and the Joint Health and Safety Committee.
- A fire/emergency evacuation drill must be conducted every three months.

WHMIS

The Workplace Hazardous Materials Information System (WHMIS) is a major response to Canadian worker's right to know more about safety and health hazards of materials used in the workplace.

WHMIS legislation provides workers, employers and suppliers nationwide with specific vital information about hazardous materials (called controlled products in the legislation).

The key requirements of WHMIS are:

- Labels - alerts workers to the identity and dangers of products and to basic safety precautions.
- Material Safety Data Sheet (MSDS) - technical bulletins that provide detailed hazard and precautionary information.
- Worker education and training programs.

WHMIS was designed to inform anyone who is exposed to hazardous materials in their workplace as well as the health effects (long and short term) and the appropriate precautions to be used when handling, storing and disposing of such hazardous materials.

WHMIS is both federal and provincial legislation that is implemented in each province and territory. The development of this legislation evolved with the joint co-operation of labour, industry and government.

The main purpose of the federal legislation is to ensure that all suppliers have available at all times health and safety information regarding the hazardous materials they produce and sell to employers.

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The main purpose of the provincial legislation is to ensure that all employers obtain information about the hazardous materials they have purchased for the use in their workplace and that this information is passed on to the worker.

Trade Partners must make available an updated MSDS sheet for all WHMIS controlled products brought onto an OakWood building site.

Occupational/Environmental Hygiene

OakWood is committed to protecting its Trade Partners and the environment and will take reasonable steps to reduce exposure, damage or injury.

Hygiene

Health hazards, occupational factors or illnesses arising in, and from the workplace, which may cause sickness and discomfort due to exposure will be identified and controlled. Notify the Site Supervisor if any of these symptoms appear.

Environmental

Trade Partners should make every reasonable and practicable effort to protect the environment from the negative effects of contaminants which are used as part of your company's construction and utilities activities.

All incidents and accidents that could negatively impact the health and safety of a Trade Partner or the environment must be reported to the Site Project Manager.

Underground Piping, Electrical and Other Utility Services

In certain circumstances it may not be possible to identify the location of underground services. Special caution must be taken when excavating in the area of underground services. Trade Partners must check with the Site Project Manager before they commence digging.

Performing Work Outside Regular Hours

The Site Project Manager must approve in writing, work being performed outside OakWood's regular normal working hours prior to the commencement of the work.

Work Refusal

OakWood has implemented the application of unsafe work refusal system. It is the responsibility of each and every Trade Partner to do their part in keeping themselves and their workers safe. It is the responsibility of the health and safety representative or the joint health and safety committee along with that of the Trade Partner to contribute and promote an effective health and safety environment and attitude in the workplace. If any Trade Partner reasonably believes that their work presents an unsafe work condition (safety or health hazard) they have the right to refuse that work, as outlined in the Occupational Health and Safety Act.

A Trade Partner may refuse to do a particular a job where he/she has reason to believe that, any equipment, physical condition, or contravention of the Occupational Health and Safety Act, is likely to endanger the Trade Partner or any other worker. The Trade Partners refusal does not apply when the danger is inherent in



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the work or is a normal condition. Any reprisal for a legitimate work refusal by a Trade Partner is prohibited by law.

Steps to Follow for a Work Refusal for Unsafe Work Conditions

- Upon refusing, the Trade Partner must notify the Site Project Manager.
- The Site Project Manager, the Trade Partner and an OakWood Health and Safety personnel representative shall investigate the situation.
- Until the investigation is complete, the Trade Partner shall remain in a safe location, away from the hazard or be given suitable work to perform while the investigation is being performed. If following the investigation, the Trade Partner still has reasonable grounds that the job is unsafe he/she may still refuse to do that job.
- If the refusal cannot be solved, then a Ministry of Labour inspector must be notified.

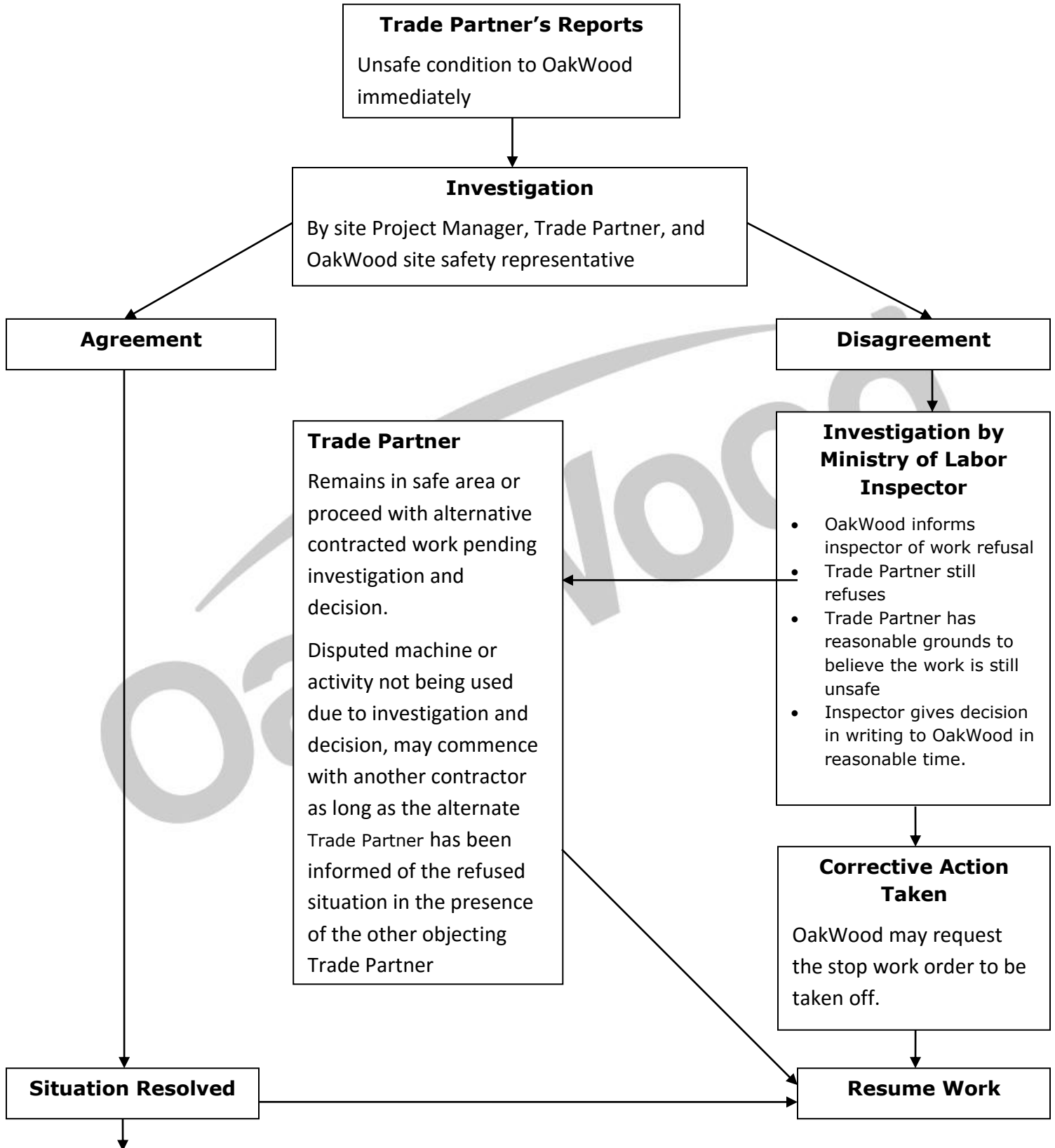
Ministry of Labour inspector will:

- Investigate the refusal to work in the presence of the OakWood and the Trade Partner.
- Decide if the job is safe or unsafe and shall give his/her decision in writing.
- Pending the investigation another Trade Partner may be assigned to do that particular job if he/she has been advised of the refusal, in the presence of the refusing Trade Partner and agrees to do the job.



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Unsafe Work Condition Work Refusal Process Health and Safety Guidelines



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Health and Safety Guidelines

OakWood has compiled a list of twenty five (25) health and safety guidelines that all Trade Partners and visitors must abide by while present at any OakWood building site.

The following twenty-five (25) general health and safety guidelines must be utilized by all parties on the various locations to ensure the safety of everyone involved.

(1) Health/Hygiene

All containers of hazardous materials used in the workplace must be appropriately labeled and material safety data sheets obtained from your suppliers must be available for everyone working with the controlled products.

Trade Partners exposed to potential health hazards must have and use proper protective equipment and add industry standard training. The training must include instruction on the hazards of the substance, the content of labels and data sheets, as well as the precautions to be followed in the handling, use and storage of substances, the proper use and care of personal protective equipment and the proper use of emergency procedures.

First aid for workers and visitors to the jobsite must be readily available.

(2) Electrical Equipment

Improper installation or use of electrical equipment or tools can often cause serious and fatal injuries. Frayed wiring, broken sockets or overloading a circuit can be the cause of fires and can also contribute to injury.

- Cord connected electrical equipment and tools must be effectively grounded. Cords with missing ground prong must be taken out of service until replacement ends can be installed.
- Power cords should be seized in accordance with their length and load. Large tools and long distance require larger size conductors. Heavy gauge extension cords should be employed predominantly.
- Cords with excessive signs of wear, which have been repeatedly taped to fix cuts or have their outer protective casing damaged must be taken out of service.
- Electrical equipment must be suitable for its intended use and certified by either the Canadian Standards Association or the Ontario Hydro Electrical Inspection Department.
- Tools and other equipment which are capable of conducting electricity and endangering the safety of any person must not be used near live electrical installations or equipment where they might make electrical contact with the live conductor.
- Circuit breakers or fuse boxes should be marked legibly to show the circuits covered.
- Electrical interlocks installed to shut down machinery or equipment in an emergency should be inspected at regular intervals and be properly maintained. Interlocks should never be bypassed or otherwise rendered ineffective.
- Only qualified electricians can be authorized carry out repairs to electrical equipment and machinery.
- Overhead hazards such as power lines must be identified. The use of ground signage indicating that overhead lines are present must be installed where activities such as cranes or dump trucks

are operating.

- When erecting scaffolding or setting up a ladder, the minimum distances listed below must be respected:
 - 750 to 150,000 volts the minimum distance is 3 meters (10 feet)
 - 150,001 to 25,000 volts, the minimum distance is 4.5 meters (15 feet)
 - More than 250,000 volts, the minimum distance is 6 meters (20 feet)

(3) Lighting

- Poor lighting can be the cause of injuries, fatigue and errors.
- Lighting fixtures, reflectors, windows or skylights used for natural lighting must be regularly inspected to ensure that they are clean.
- Automatic emergency lighting must be provided in an area of the building solely dependent upon artificial lighting, and checked once every three (3) months.

(4) Personal Protective Equipment

Personal protective equipment is designed to provide an effective barrier between the Trade Partners and potentially dangerous objects, substances and processes. When operations and/or policies dictate the use of such equipment as prescribed under the applicable regulations, the applicable personal protective equipment must be used.

Basic personal protective equipment may include, but is not limited to:

(4.1) Hard Hats

CSA/ANSI approved hard hats must be worn on all projects at all times.

(4.2) Footwear

CSA/ANSI approved footwear must be worn on all projects at all times.

(4.3) Fall Arrest Equipment

When there is no other form of protection from falling when working from a height of greater than three (3) meters, all Trade Partners shall wear approved fall arrest equipment.

(4.4) Respiratory Protective Equipment

The proper type of respiratory protective equipment must be worn when performing any operation where an oxygen deficiency may exist, or where air circulation is not sufficient to prevent inhaling of harmful amounts of dust, toxic fumes, mist or harmful vapours.

(4.5) Eye and Face Protection

CSA/ANSI approved safety glasses with side shields or goggles must be worn whenever the nature of the job presents an eye hazard. When grinding, a face shield must be worn in addition to the eye protection.

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(4.6) Hearing Protection

CSA/ANSI approved hearing protection must be worn when the sound level in the work area exceeds the permissible occupational exposure levels as prescribed under the regulations.

(4.7) Hand Protection

Appropriate gloves must be worn when handling rough, sharp or hot objects and caustics, acids, solvents, concrete or chemicals as prescribed under the regulations

(5) Clothing

It is mandatory that shirts with at least four (4) inch sleeves be worn at all times. On some projects, a full sleeve will be required. Shorts are not to be worn onsite at any time. Do not wear non protective gloves, loose clothing, jewellery or any other accessory that may create a hazard. Clothing that has any message or pictures other than OakWood or Associate Sub-Trade Logo, may not be worn on job-sites. If a cap is worn, then for security purposes it must be an OakWood or Trade Partners identification cap. Fully closed, laced, rubber-soled shoes/sneakers must be worn inside house whenever safety boots are not required.

(6) Manual Lifting

Trade Partners must practice safe lifting practice at all times, in particular:

Due consideration of weight, size, shape, path of travel and set down location. Lifting primarily with leg muscles, not back muscles. Bend knees, keep back straight and avoid twisting. If a Trade Partners believes the weight is more than can be lifted safely without injuring that they should get appropriate personnel or equipment to safely do the job.

(7) Scaffolds

- Scaffolds must be erected by qualified and experienced personnel.
- Do not use damaged scaffolding at any OakWood jobsite.
- Advise the Site Supervisor of any damaged scaffolding.

Trade Partners must verify that the scaffold is safe and meets all regulatory requirements and is assembled as per the instructions by a competent person. Prior to using a scaffold a Trade Partners should check that:

- The base of the scaffold is sound, level and in adjustment – sills, screw jacks, bases.
- The legs are plumb and that all braces are installed.
- All locking devices are secured.
- All cross members are level.
- All ties are in place, secured, properly installed and in good condition.
- The working platform meets all regulatory requirements.

Trade Partners must practice safe working for scaffolding, including:

- Climb the scaffolding using the proper means and never climb on the braces.
- Maintain good housekeeping practices in all work areas.
- Check that suitable means of raising and lowering equipment and material are used.

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- Immediately replace any guardrails temporarily removed for the purpose of hoisting equipment or materials.

In addition to the foregoing, never:

- Remove any structural part of the scaffold without first checking with the Site Supervisor.
- Place a load on the scaffold greater than its designed capacity.
- Rest on, or place equipment or material on the guardrails.
- Undermine the base of the scaffold.

When working with rolling scaffolds the Trade Partners shall:

- Secure or remove all materials and equipment from the platform before moving the scaffold.
- Apply the caster brakes at all times when the scaffold is stationary.
- Have sufficient help available when moving a rolling scaffold.
- Be alert for hazards such as holes or openings in the floor, overhead obstructions, slopes and debris.
- All scaffolds must be erected and maintained in accordance with the manufacturers' specifications.

(8) Ladders

- Ladders must be long enough to pass landing points by three (3) feet.
- Ladders must be held until tied off.
- Top and bottom landing areas must be kept clear
- Three (3) point contact must be used when climbing.
- Inspect all ladders for defects prior to use. If the ladder is showing any signs of wear or defects, report them to the Site Supervisor
- Not climb or descend a ladder without free use of both hands.
- Verify that ladders maintain a 4:1 safe working angle.
- Stepladders must be fully opened with the spreader arms locked.
- Not work off the top two (2) rungs of a ladder.
- Not use a painted wooden ladder.
- Always maintain three (3) points of contact when climbing up a ladder.

(9) Guardrails/Handrails

Whenever a danger of falling exists, a guardrail is required (floor openings, platforms and excavations). Trade Partners must adhere to all applicable regulations, guides and codes:

- Handrails are required on stairways.
- A guardrail shall consist of a top rail, intermediate rail and toe board and shall be capable of resisting any load that may be applied to it.
- Every guardrail shall be forty two (42) inches in height and must be braced every eight (8) feet.

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- Temporary barrier cables will be used to alert workers of all hazards (fly forms, danger signs posted in plain sight etc.).
- All openings must be barricaded and be covered with reinforced plywood.
- Never lean against guardrails or handrails.
- Never leave an opening unattended and report any unsafe conditions to the Site Supervisor.

(10) Excavations/Trenches

Excavations and trenches may have additional hazards that require special precautions prior to entering.

- Trade Partners must provide written safe work procedure plans to the Site Supervisor prior to commencement of work.
- Proper notification must be given to the Ministry of Labour when depth limitations exceed
- 1.2 metres.
- Any trench or excavation over 1.2 metres must be cut back, depending on soil conditions.
- The Trade Partners shall adhere to proper soil placement principals of one (1) metre minimum from the edge of the excavation.
- Never work in an excavation or trench beyond the regulation depth unless it is properly shored or cut back.
- Stay within the confines of the shoring or trench box.
- Fully aware of the means of access and egress are located.
- All excavations must be adequately shored where necessary and must be properly guarded or covered, if left unattended.

(11) Horizontal and Vertical Openings

It is OakWood's policy that openings be guarded by means of guardrails consisting of a top rail, mid-rail and toe board. The guardrails are to be properly secured to prevent accidental dislodgement. Where guardrails are impractical, an alternative system of horizontal or vertical guarding and security will be used. When covers are used they must be strong enough to support the loads imposed upon them and must be secured to prevent accidental dislodgement.

(12) WHMIS (Workplace Hazardous Material Information System)

The Workplace Hazardous Material Information System is designed to provide Trade Partners with vital information about the hazardous materials or substances used and stored in the workplace

The key elements are:

- Labels on all hazardous products.
- Material Safety Data Sheets that provide additional information.
- Review the supplier label for important and complete information on the material and supplier identification.
- Hazard symbols.

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- Risks.
- Precautionary measures.
- First aid measures.

Material Safety Data Sheets are available for all hazardous products at all project locations. All flammable and combustible chemicals must be stored in a CSA approved container.

(13) Tools

The following rules apply while working with tools and equipment on any OakWood project:

- Unsafe tools, frayed and defective electrical cords and extensions, and unguarded machinery must not be used. Report unsafe conditions to the Site Supervisor.
- When using electrically powered equipment or portable hand tools, ensure that they are properly grounded.
- Only an approved low combustion cleaning solvent shall be used to clean tools.

When safety guards are removed from tools for repairs or adjustments, the tools must be locked-out and made inoperative.

(14) Company Vehicles and Equipment

All Company vehicles and equipment are for OakWood use only. Trade Partners, their personnel and/or sub-trades are not to use OakWood vehicles or equipment, except with the express consent of OakWood and in direct connection to contracted work at the site. OakWood equipment must be signed out and back in to the OakWood office and used for OakWood projects only. Negligent damage of OakWood vehicles or equipment is the full responsibility of the Trade Partners.

(15) Compressed Gas Cylinders

The following rules apply when working with compressed gas cylinders:

- Secure cylinders in the upright position.
- Replace caps when not in use.
- Keep full and empty cylinders separate.
- Spare cylinders must be capped and stored outside in a designated storage area.
- Oxygen and fuel (propane, acetylene) cylinders must be stored at least twenty (20) feet apart.
- Do not smoke near cylinders.
- Hoisting of cylinders must be done only in approved carts or cages.
- Trade Partners/suppliers must identify their cylinders with their company name or logo.

(16) Cranes and Hoists

- Cranes and hoists shall be operated only by authorized personnel.
- Keep clear of swinging cabs of cranes.
- Use a tag line on all loads that may swing while being hoisted and lowered.

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- Cranes and hoists must be operated with caution when near power lines. Such equipment must not be used within seven meters (7) (twenty one (21) feet) of energized lines.
- Do not touch the crane or load while it is in motion.
- Do not ride the ball, hook or load on any crane.
- Operators are expected to know and work within the rated capacities of their crane or hoist.
- Operators shall go through the startup and shut down procedures as described by the equipment checklist as prescribed by the manufacturer.

(17) Power Platforms and Lifting Devices

- Only properly trained and authorized personnel are allowed to operate a power platform or similar lifting device.
- A copy of the operator's manual must be kept with the unit.
- Fall protection equipment must be worn if working at a height greater than three (3) metres. (ten (10) feet)

(18) Vehicles and Equipment

The following rules apply while working with and around vehicles and equipment. Operation of equipment without authority will result in termination.

- Seat belts shall be worn at all times.
- The Trade Partner shall be responsible for the implementation of the equipment management policy and shall be directly accountable to the Site Supervisor for the safe operation and maintenance of all equipment on the project site.
- Do not ride on running boards or stand up in moving vehicles
- The driver shall not remain in the truck cab when being loaded or unloaded from overhead by a crane or hoist.
- All vehicles must be shut down for refueling or cleaning.
- Repair or preventive maintenance procedures shall be followed as specified by the manufacturer or maintenance department.
- When vehicles or equipment are stuck or broken down, their removal will be performed under the direction of the Site Supervisor.
- Any equipment back up alarms must have a noise intensity that is superior to the noise of the equipment while it is operating.
- Never disconnect or make ineffective any back up safety device or alarm.
- Safety and repair requirements of your machine are to be reported to your immediate Supervisor.
- Removal of lock-outs or tag-outs without proper authority is prohibited and may result in termination.

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(19) General Housekeeping

All Trade Partners are responsible to see that their work area is kept clean and free from slip, trip and fall hazards at all times.

The Trade Partners area is to be left broom clean at the end of each day. Sweepings may be put in designated trash containers or site bin. Dust protection materials must be used on all jobs. Before starting work, Trade Partners must dust protect any unprotected area that is being worked in. Floor protection is the Trade Partners responsibility and must be used on all jobs. If a Trade Partners needs assistance, in any of the above matters, before the job starts, contact the Site Supervisor or OakWood's Offices.

Debris and garbage must be piled neatly and removed on a regular basis. If conditions become unsafe, workers shall report this condition to the Site Supervisor.

Trade Partners are responsible to lock-up the Owner's premises if they are the last person to leave. Final exit procedures include quickly checking all pumps, furnace or heaters required to be left on are operational before the last Trade Partners leaves the site each day. Report any deficiencies to the Site Project Manager or the OakWood Office immediately.

(20) Illegal Drugs

Any Trade Partner charged with illegal possession, use of, or sale of drugs by any police authority will result in immediate suspension of the Trade Partners contract as long as the charges are outstanding. Any Trade Partner consuming alcoholic beverages or illegal drugs on an OakWood project sites or in an OakWood vehicle will be subject to immediate removal from the site and their Contract terminated.

(21) Fire Prevention

Prevention and protection go hand-in-hand. There are some basic items you should know about fire prevention which include:

- Where fire extinguishers are located.
- The proper operation of a fire extinguisher.
- The emergency evacuation routes and assembly area.
- All Trade Partners must be fully informed of the emergency response procedures to be followed in the event of a fire.

(22) Fall Protection Systems

Harnesses must always be worn when working at heights of over 2.4 meters (eight (8) feet) and not protected by a barricade. Harnesses must also be worn when:

- Working on an open slab (flying forms etc.).
- Working on a scaffold higher than 2.4 meters (a guardrail may also be used). All barricades will be replaced when openings are not in use (end of the day, break time etc.). Anchorage of safety lines is required when the constructing edge of formwork is higher than 2.4 meters.

(23) Safe Access to Work Areas

- Whenever possible, use a ramp. If no ramp is available, use stairs. If there are no stairs, use a

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ladder.

- All accesses to work areas must be kept free of hazards.

(24) Parking

- All vehicles parking must give first consideration to Clients as well as job site neighbours. All jobsite vehicles parking must avoid damage to property and be lawful. Any unlawful parking fines are the responsibility of the Trade Partners.

(25) Material Storage

- Before any job begins, establish material storage requirements, delivery schedules and quantities of materials.
- At pre-job meetings, allocate storage and delivery areas and identify material handling facilities available onsite.
- Provide adequate lighting, security and fire protection for the storage area.
- Be aware of and respect all private and restricted access areas.

Inspect materials, storage locations and facilities regularly to ensure safety of all materials especially hazardous materials such as compressed gases and flammable liquids. Ensure that flammable liquids are stored in appropriately marked containers. The Trade Partner is responsible to provide all material for the work it is performing as per the Purchase Order and the Trade Partner is responsible for any loss or damage of the material on site.

(26) Client Home / Possessions

Trade Partners are invitees in the Client's home or place of business. They are only use designated and approved bathrooms, telephone, and storage areas. Do NOT use any of the Client's tools, equipment, or trash containers. Protection of the Client's property should be the highest priority at all times.

1. No one other than the client, OakWood, the Trade Partner and its authorized staff and trades are allowed on Client's premises without the Site Project Manager's authorization.
2. All work for a Client by a Trade Partner directly or indirectly must be through OakWood for a period of 1 year after last work by the Trade Partner at the site.
3. Trade Partners are not permitted to use any Client's property;
4. Trade Partners are not permitted to be in any areas of a Client's home or business without a work related reason to be there in at any time.
5. No smoking at any job site.

(27) Damage and / or Loss

Trade Partners are expected to use extraordinary care to avoid damage to homeowner's property. All breakage must be reported by phone to OakWood's office immediately. Enter the damage or loss information on the daily site log sheet or send an email to info@oakwood.ca (in addition, not in lieu of a phone call to 613.236.8001). Any negligence, which also includes failure to protect, by the Trade Partner will require that the Trade Partner pay for the damaged or lost property.

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(28) Visitor Policy

OakWood is committed to ensuring that the health and safety of all visitors is protected while on an OakWood building site. When on an OakWood building site, visitors are required to read the OakWood safety rules and sign the visitor log to indicate that they understand and will abide by the rules and guidelines set for visitors.

It is mandatory that all visitors abide by the rules listed below (CSF-005):

- All visitors (sales staff, home buyers, inspectors, engineers, etc.) must check in with the Site Supervisor on duty at the OakWood building site or if no supervisor is available then at OakWood office and sign the visitor log. They must be accompanied onsite by an OakWood staff member or the Trade Partner at all times.
- The Trade Partner must ensure the visitor's non-exposure to hazards while on the property.
- No visitors shall enter jobsites while under the influence of, carrying or consuming any alcohol, narcotics, controlled drugs or any substance that impairs their ability.
- All injuries or sicknesses must be reported to OakWood and first aid protocol is initiated immediately. No injured or sick person shall leave the premises without first notifying the Site Supervisor or OakWood.
- Visitors on an OakWood building site have an obligation to protect themselves and the health and safety of all other persons on site and must not endanger themselves or any other persons while on site.
- Visitors on an OakWood building site shall not be permitted to operate any equipment and/or machinery.
- All visitors must understand that after having read and agreed to comply with OakWood visitor safety policy and they must sign OakWood visitor safety compliance declaration before being granted access to the site. Should a guest choose not to sign, they will not be allowed on the property.
- Upon departure, visitors must sign out in the visitor log and return the visitor pass and all personal protective equipment.

(29) Accountability

Trade Partners are accountable for defining and setting acceptable standards in the workplace, including those for safe work practices and procedures. To ensure standards are routinely met, management has the responsibility to regularly communicate performance expectations with workers and to confirm that the consequences of non-compliance are understood.

OakWood's management has implemented a formalized progressive corrective measures policy and procedure, which allows adequate opportunity for a worker to alter his/her nonconforming behaviour and to personally demonstrate a willingness to change. Trade Partner managers shall ensure all such safety policies are adhered to, and that all workers will be held accountable for their behaviour, actions and performance at all times, through a progressive disciplinary procedure.

(30) Disciplinary Procedures Overview

OakWood is committed to ensuring a safe and healthy workplace. Trade Partners will be held accountable for their performance and adherence to health and safety policies, procedures and rules that apply within the

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workplace. Attitude and performance are important standards used in evaluating contract performance and breaches will be documented and maintained.

Corrective action is necessary when a Trade Partner has not been performing at a level, which meets or exceeds the contract objectives. The purpose of this action is to guide the Trade Partner as to what is deemed to be an acceptable substandard and how to raise any unsafe practice or procedure to an acceptable level. It is important that the Trade Partner address any safety issues promptly and in a straightforward and effective manner.

Corrective action is a method for ensuring personal accountability for safety performance by correcting or eliminating any unsafe condition, practice or behaviour. At each step, the Trade Partners must understand the performance criteria and unless there is an effort on the part of the Trade Partner to improve, further corrective measures may be necessary. The full benefits of corrective procedures will not be realized unless it is coupled with the Trade Partners ongoing review of their contract performance and up to date training program closely monitored and implemented by each Trade Partner.

1 - Step One – Verbal Notice

When a Site Project Manager identifies that a Trade Partner is not complying with OakWood standards, the Trade Partner shall at a minimum initiate a verbal warning with the Trade Partners worker. If a Trade Partner notices another Trade Partner is not complying with OakWood standards, they should notify the Site Project Manager. The Trade Partner must at the outset of the discussion, record a log that their worker has received a verbal warning. It is important to ensure that the Trade Partner and its workers understands the expected performance standard and are properly cautioned regarding failure to meet the standard. The Site Project Manager will fill out the Trade Partners Warning Notice form with appropriate signatures to be retained in the corporate site file. The Site Project Manager will log whether the Trade Partner was warned that continued substandard performance will result in further corrective measures.

2 - Step Two – Written Notice

If the Site Project Manager observes the Trade Partner is continuing to fail to comply with OakWood standards, a written notice will be issued to the Trade Partner. The written notice will be administered by the Site Project Manager and will log the reason for further corrective action and a Back Charge. It will advise the Trade Partner of the necessary steps to correct their performance standards. The written notice will also advise the Trade Partner that continued failure to comply with acceptable OakWood site standards will result in a suspension of the contract work for a period deemed appropriate by the Site Project Manager. The written notice with appropriate signatures will be retained in the Trade Partners site file.

3 - Step Three – Work Suspension

Following the written notice of non-compliance, any further non-compliance by the Trade Partner shall result in a suspension of the contract for a period deemed appropriate by the Site Supervisor. The Site Project Manager will advise the Trade Partner that any further non-compliance thereafter will result in permanent removal of the Trade Partner from all OakWood job sites. The notice of suspension with appropriate signatures will be retained in the Trade Partners site file.

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4 - Step Four - Termination

Any further non-compliance by the Trade Partner will result in a complete termination of the contract and permanent removal of the Trade Partner from all of OakWood job sites. A Back Charge will be issued without recourse. OakWood will get a price for the uncompleted and/or defective work and deduct that amount as well as a \$400. administration fee from the Purchase Order Amount. The notice of termination with appropriate signatures will be retained in the Trade Partners job site file.

(31) Record Keeping

Trade Partners will maintain accurate records of each safety violation/infracton caused by their worker(s) in their Trade Partners job site file. A violation/infracton will be cleared from the Trade Partners file after one year.

(32) Severe Safety Breach

If a safety or procedures offence is considered by OakWood to a significantly severe risk of serious damage to any person or property, OakWood has the right to forego steps in the corrective procedure set out above and request an immediate suspension or termination of the Trade Partners contract for all OakWood job sites. A Back Charge will be issued without recourse.

A copy of this corrective procedure process shall be distributed and communicated to all of a Trade Partners personnel by the Trade Partner so that they are aware and understand the policy and procedures regarding corrective action.

(33) Sexual Harassment

OakWood's sexual harassment policy is zero tolerance on all job sites and such conduct will not be tolerated.

(34) Payment

All approval of payments is based on work having been totally performed as per your Purchase Order contract with OakWood. It is imperative that the following proper procedure be followed;

1. All invoices, accompanied by WSIB clearance certificates, must be submitted to the OakWood Office and approved by the OakWood Production Department, by email.
2. Approved invoices shall be paid 30 days after the approved date.
3. It is imperative that all invoices accompany an OakWood Purchase Order for approval.
4. All invoices must have the following information included;
 - a. Invoice number
 - b. Invoice date
 - c. Trade Partners name and full address
 - d. OakWood Purchase Order number
 - e. Associate Sub-Trade Telephone & Email
 - f. Jobsite address
 - g. Material and labour subtotal amount

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- h. HST amount
 - i. HST registration number
 - j. Total payment request amount.
 - k. Workers Compensation clearance certificate
 - l. Any items listed above that are not included on the invoice will cause the invoice to be deemed incomplete for processing and approval requiring a new invoice to be submitted.
5. Should payment be requested prior to the progress payment due date, Then OakWood at its' discretion may release funds and it is agreed to without recourse that a 10% administrative fee is deducted from the total cheque amount.
 6. OakWood may at any time terminate a Purchase Order for any legitimate reason that OakWood feels necessary. Purchase Orders are primarily canceled for lack of quality of workmanship as well as not working towards maintaining the OakWood project schedule. OakWood will get a price for the uncompleted work and deduct that amount as well as a \$400. administration fee from the Purchase Order Amount.
 7. Incomplete or defective work determined by OakWood Project Manager will penalize the Trade Partner invoice amount. OakWood will get a price for the uncompleted and/or defective work and deduct that amount as well as a \$400. administration fee from the Purchase Order Amount.
 8. Trade Partners have a choice of picking up your check at the OakWood Headquarters or having it mailed out. If you do not receive your cheque, please notify the OakWood Office immediately.

If a Trade Partner has any questions regarding the cheque amount, do not hesitate to ask the Office Manager.

(35) Purchases Made for the Company

As an independent operator Trade Partner, you will supply all material for the work and you may be required to bring additional OakWood supplied materials to the job-site. No purchases of any type are to be made by a Trade Partner without OakWood Manager written approval.

1. The OakWood office must be called for all Trade Partner purchase requests for a Purchase Order number.
2. Only the OakWood Managers may sign directly for items ordered.
3. In the case of an emergency the Trade Partner must ask the OakWood Project Manager before leaving the site to purchase items so that a Purchase Order may be authorized.
4. Any Trade Partner attempting to charge materials to OakWood outside these guidelines will be responsible for the purchase cost without reimbursement from OakWood.
5. The Trade Partner is responsible for providing all Materials as per the Purchase Order to complete the work. The Trade Partner is also fully responsible to replace lost, damaged or stolen material.

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(36) Taxes and Other Fees

As an independent operator, Trade Partners are responsible to pay all HST remittances, business and personal taxes and fees. A Trade Partners invoice to OakWood is the maximum amount that shall be paid by OakWood upon approval. Trade Partners are responsible for all remittance to the federal, provincial and local governments as well as all fees to all required agencies.

(37) Trade Partners non-competition and confidentiality

All Trade Partners must undertake not to do any work for a homeowner that OakWood has introduced them to for a period of 24 months. This would include not just the property the Trade Partner actually worked at, but also any property owned by the same property Owner. This restrictive covenant shall also extend to the Trade Partner not marketing any services to the Owner for the same period of time.

All Trade Partners undertake not to disclose to any of OakWood’s competitors, for 24 months after, any of OakWood’s pricing, bidding, contract terms, customer lists, other Trade Partner or Suppliers lists, etc.

All Trade Partners must first receive approval in writing from the owners of OakWood before displaying any pictures, project information, names, etc. any marketing or media materials in both print and electronically.

(38) Trade Partners Supervisory Responsibility

All Trade Partners must provide qualified workers and adequate supervision for the work performed and must ensure the health and safety of all workers. The Trade Partner is responsible for ensuring that all their workers are aware of and in compliance with the following requirements:

- OakWood’s health and safety policies and OakWood procedures.
- The Occupational Health and Safety Act and any other applicable governing legislation, regulations and industry standards.
- Ministry of Labour (MOL) and Workplace Safety and Insurance Board (WSIB) reporting requirements.
- Training requirements required conducting all work in a safe and timely manner as well as hazards associated with all work.

Any violation of the above requirements will result in corrective action by OakWood against the Trade Partner responsible. Trade Partners responsible for violations of the above requirements will fully compensate on a substantial indemnity basis OakWood for any losses and will be issued a Back Charge with recourse.

Prior to any work beginning, Trade Partners will receive a copy of OakWood’s Trade Partners safety program and procedural manual that outlines the specific requirements and procedures to be followed for Trade Partners while on site and each Trade Partner must sign an acknowledgment that they have read and will abide by OakWood’s safety and procedures manual.

Trade Partners Safety Practices Acknowledgment	CSF-004
Approved By: Patricia Liptak-Satov	Review/Revision Date: March 2015
Areas Involved: All Locations	Completion of Project: All Locations

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Sub-Trade Partners/Supplier: _____ P. O./Contract #: _____

Project Manager: _____ Phone Number: _____

Site Supervisor: _____ Phone Number: _____

Trade Partners WSIB/WCB Number: _____

Trade Partners Responsibility	YES	NO
Trade Partners Certificate of Insurance Received (copy attached)	<input type="checkbox"/>	<input type="checkbox"/>
Trade Partner acknowledges participation in pre-job meetings	<input type="checkbox"/>	<input type="checkbox"/>
Trade Partner agrees to send competent equipment operators (proof of training must be attached)	<input type="checkbox"/>	<input type="checkbox"/>
Trade Partner will have all hazard control measures in place, including MSDS sheets for controlled products being used on OakWood jobsites	<input type="checkbox"/>	<input type="checkbox"/>
Trade Partner must report all accidents involving damage to equipment or worker immediately to a OakWood Site Project Manager	<input type="checkbox"/>	<input type="checkbox"/>

All areas of the Trade Partner Responsibilities section that have a "NO" response must have a letter of explanation attached with this form:

Scope of Work: (to be completed by OakWood)

Trade Partners Site Specific Safety Plan

The Trade Partner will be required to complete this form before entering onto an OakWood construction site. This form once completed is valid for one (1) year for any job on the stated job site that is relevant to the site specific safety plan. If you are working on multiple OakWood job sites you will be required to complete and submit a separate Trade Partner Safety Practices and procedures Acknowledgement form for each site.

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OakWood Design & Build Trade Partners Safety Program Acknowledgement Form

I have read the OakWood Trade Partner safety program and I will comply with all company health and safety policies and procedures and all applicable federal, provincial, construction and municipal health and safety regulations, guides and codes.

I understand that by accepting the Contracted scope of work I have also contracted to abide by these policies and procedures and that failure to comply with these policies and procedures is grounds for Back Charges and possible termination of the Contract.

Date:

Trade Partners Name:

Trade Partners Signature:

Manager/Supervisor:

OakWood Rep. Print:

OakWood Rep. Signature:



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SCHEDULE 'A'

Disciplinary Action Form	CSF-003
Approved By: Patricia Liptak-Satov	Review/Revision Date: December 2015
Areas Involved: All Locations	

Stage of Warning

- Verbal Warning
- Written Warning
- Suspension
- Termination

Worker Name: _____ Date: _____

Reason for Discipline

Action Taken

Trade Partners Comments

The above situation has been reviewed with:

 Worker Site Supervisor

Previous Disciplinary Action No Yes, if yes please explain: _____

One copy to Trade Partner, one copy for Site Project Manager, one copy to OakWood head office

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SCHEDULE 'B'

Unsafe Condition Report Form	CSF-007
Approved By: Patricia Liptak-Satov	Review/Revision Date: December 2015
Areas Involved: All Locations	

Reported by: _____

Name of worker: _____

Reported to: _____

Working location: _____

Date of report: _____

Report of Hazard

Location of hazard concerns:

Please describe hazard concern:

Please describe safety issue:

Rate hazard class using the criteria listed below: _____

Hazard Classes	
"A" (Major)	High risk (immediately dangerous to life and health)
"B" (Moderate)	Medium risk (medium term potential for non-life threatening injury)
"C" (Minor)	Low risk (long term potential for slight injury of illness)

Actions taken/response given: _____

If this is a repeat issue, whom have you reported it to before: _____

