

VICTORIA UNIVERSITY HEALTH AND SAFETY PROCEDURE

Date of Issue: October 4, 2024

Review/Revise Date:

CONTRACTOR MANAGEMENT

PURPOSE

The purpose of this procedure is to establish the process and responsibilities related to Contractor management in order to ensure a safe work environment for all employees, students, contractors and those visiting Victoria University.

SCOPE

This procedure outlines the general selection of Contractors for any work at Victoria University. Depending on the project further requirements may be necessary such as Notice of Projects, etc.

Delivery persons are not required to sign a Contractor Health and Safety Responsibility Agreement. However, they shall not perform any services, other than delivery, while on University premises.

Definitions

- Approved Contractors: Contractor who has signed and returned all required documents as per this program.
- Delivery Persons: A person who is on University property to either receive or drop off product.
- Hiring Authority: Victoria University employee who is engaging the Contractor to perform work.

PROCEDURE

Planning

The Hiring Authority will identify the scope of work being contracted for. Considerations before selecting a Contractor to perform the work, may include:

- What- description required for the services or work, including high level anticipation of legal requirements, hazards, controls and potential emergencies and response measures
- When- proposed start date, frequency of services and end dates
- Where- location of services to be provided
- Who- the roles and responsibilities, the required skills/ licensed of the successful contractor

Criteria to be considered and information to be requested when selecting contractors may include:

- WSIB clearance certificate (mandatory)
- \$2 million dollars in Liability insurance (mandatory)
- Contractor health and safety policy and program
- Reviewing incident rating, past safety concerns and incidents (WSIB Safety Check)
- Quotation
- Safety Data Sheets of chemicals to be used on site (mandatory if applicable)
- Project plan including safety considerations (hazards, controls, emergency response, etc.)
- References (if required)
- Other information as appropriate

Contractor Safety Responsibilities Agreement

Once a Contractor has been initially approved to do the work, the Hiring Authority shall ensure that the Contractor has executed a Contractor Health and Safety Responsibility Agreement.

- The Hiring Authority shall ensure the Contractor's legal name and the authorized signing officer's title is correct on the Contractor Health and Safety Responsibility Agreement
- If the Hiring Authority and the signing officer (senior manager) is not the same person, then the Hiring Authority shall forward the Contractor Health and Safety Responsibility Agreement to the University's signing officer for a signature.
- The Hiring Authority shall forward the Contractor Health and Safety Responsibility Agreement to the Contractor for signature.
- The Hiring Authority shall ensure that the signed Contractor's Health and Safety Responsibility Agreement, along with a copy of the Contractor's WSIB Clearance Certificate, a copy of their liability insurance, and other information as requested is received and filed accordingly.
- The Hiring Authority or designate will ensure that the Contractor is oriented to the campus and knows who to report to and actions to take if an emergency occurs (fire, lockdown, etc.)

Depending on the work being performed a pre work meeting may be required, such as with those projects deemed as construction. Minutes of these meetings shall be kept by the Hiring Authority.

The Contractor must provide the Hiring Authority with:

- Liability insurance certificate with two-million-dollar coverage of public and property liability insurance.
- WSIB clearance certificate (valid for the time period of the project)
- Contractor Health and Safety Responsibility Agreement signed
- List of contractors and subcontractors that will be performing the work (including signatures acknowledging that they will follow all health and safety regulations, programs and procedures that Victoria University requires).

Other information the Contractor may be requested to provide:

- Relevant licenses and training records (as required per the work taking place)
- Copies of the SDS for any chemicals to be used while on site
- Copies of notice of project (when required)

The Contractor shall provide and train their employees on Victoria University Contractor Health and Safety program and any other relevant procedures or programs shared with them from the Hiring Authority, these may include but is not limited to:

- Lockout tagout (contractor may have their own LOTO program and hardware, information should be shared to ensure that it meets the expectation of Victoria University)
- Confined Space
- Hot Work
- Theatre Safety
- Emergency procedures and response
- Orientation to the campus

Monitoring of Contractor Work

The Hiring Authority or designate will randomly monitor the contract workers throughout the contracted work (projects deemed as 'construction' may differ due to notice of project and who is the constructor and restrictions to the site).

The frequency of monitoring should be guided by the risk involved and past interactions with the contractor. Monitoring should be done using the Contractor Health and Safety program and other University applicable safety programs, laws and regulations. Any contraventions should be followed up on with the Contractor and actions taken immediately (follow up email is recommended).

UNIVERSITY GENERAL SAFETY RULES

The rules listed below are for the Contractor's protection and guidance and are a condition of the Contractor's contract with Victoria University. Misconduct or disobeying the rules below can lead to disciplinary action up to and including cancellation of the Contractor or removal of the Contractor's' employee(s) from the job site.

Contractor Specific Safety Responsibilities:

1. Ensure the health and safety of all workers and subcontractors that are working on behalf of the contractor.
2. Ensure competent and qualified workers are provided to perform all work activities (including any subcontractors hired by the contractor).
3. Provide safety data sheets for all chemicals that are brought into this facility.
4. Ensure that work performed is in accordance with all legislative and regulatory requirements (i.e. Occupational Health and Safety Act, Industrial Regulations, Construction Regulations, Building Code, Fire Code, etc.).
5. All accidents, incidents and injuries must be reported immediately to your supervisor and to the Hiring Authority.
6. The Contractor will not use the University's equipment unless given specific permission to do so.
7. The Contractor must follow the worker rules and responsibilities.
8. The Contractor will not interfere with this University's processes or worker activities unless directed to do so.
9. The Contractor must use the appropriate personal protective equipment as required by the law and for the hazards present (including potential hazards).
10. All Contractors must report to Hiring Authority upon arrival.
11. All Contractors will be escorted to their work area by the Hiring Authority at the start of the

assigned project.

12. All Contractors must follow the emergency procedures, including but not limited to evacuations, upon hearing the fire alarm, other evacuation and/or lockdown instructions.
13. All Contractors must maintain good housekeeping practices.
14. All Contractors and their employees must follow the University's Health and Safety Procedures

General Conduct:

- Horseplay of any kind will not be tolerated.
- No defacing of the University property will be tolerated. This includes any clothing or equipment that was issued to the Contractor and/or their employees.
- Unauthorized removal of University's property is cause for immediate removal and the possibility of the contract cancellation.

COMMUNICATION

This procedure will be communicated by the Hiring Authority to the Contractor and appropriate Contractor's staff.

TRAINING/IMPLEMENTATION

The Hiring Authority is responsible for advising the Contractor of their responsibility for training their employees and for ensuring that their sub-contractors are also appropriately trained.

EVALUATION

Evaluation of this procedure will be done on an annual basis OR if corrective action is identified due to an injury/illness or incident as a result of a contractor issue. Contractors will be sent a letter of agreement and certificate of compliance annually to fill out and return.

FORMS

- Contractor Employee List
- Contractor Health and Safety Agreement Checklist
- Contractor Health and Safety Responsibility Agreement

REFERENCE MATERIALS

- Ontario Occupational Health and Safety Act and Regulations
- First Aid Requirements (Regulation 1101) Ontario Human Rights Code
- Victoria University Human Resources Guideline on Civil Conduct
- University of Toronto Code of Student Conduct

Approved Signature:	Date:
Distribution to: All Facilities, Management, Joint Health and Safety Committee	Document to be posted: Yes

CONTRACTOR HEALTH and SAFETY RESPONSIBILITY AGREEMENT

THIS AGREEMENT made the ____ day of _____, 20____, between _____ (the "Contractor"), having an office at _____ and _____ (the "University") having a facility at _____.

IN CONSIDERATION of the sum of two (\$2.00) dollars paid by each of the parties to the other (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Contractor shall employ only orderly, trained, competent and skilled people to do the work and the Contractor's employees shall be fully covered under the Workplace Safety and Insurance Act by the Contractor and shall provide an up-to-date Clearance Certificate from the Workplace Safety and Insurance Board. All subcontractors must be approved in writing by the University before commencing any work and the Contractor is responsible for ensuring that their employees comply with the terms of this Agreement.
2. The Contractor acknowledges and accepts all risk arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act of omission or negligence of the Contractor, or for those whom it is in law responsible.
3. The Contractor shall indemnify and save harmless the University from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Contractor, or for those whom it is in law responsible. Contractor shall protect and hold the University harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the University in connection with such litigation. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this Agreement.
4. Contractor shall, during any time in which it is providing services to the University, take out and keep in full force and effect property damage and public liability insurance in which the limits of public liability and property liability shall not be less than two million (\$2,000,000) dollars per occurrence, the whole at the Contractor's sole cost and expense. All policies shall be written with insurance companies qualified to do business in the Province of Ontario and shall name the University as an additional insured and a certificate acknowledging same must be provided to the University.
5. **The Contractor shall abide by and shall ensure that each of the Contractor's employees and sub-contractor's employees (if applicable) abide by all applicable legal requirements and the University's Health and Safety rules and regulations. The Contractor will also be able and willing at such times as recommended by the University to provide additional precautions as deemed necessary by the University for safe-guarding employees and equipment. The Contractor further acknowledges and agrees that any violation of Safety rules or regulations is justification for the immediate termination of its Contract with the University, without any further obligation on the part of the University.**
6. The Contractor shall, at its own expense, obtain and maintain in good standing all permits and licenses required by any authorities having jurisdiction over the business of the Contractor. The Contractor shall also comply with all federal, provincial and municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety, workers' compensation and environmental matters.
7. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attend to the jurisdiction of the Courts of that Province.
8. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this Agreement.
9. The Contractor shall not assign this Agreement or any part of it and may not employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without the prior written consent of the University.
10. No contracted work offers will be granted by the University unless this Agreement's terms and conditions are fully accepted and agreed upon by the parties to the satisfaction of the University.

Accepted this ____ day of _____ 20____.

CONTRACTOR
by: _____
(authorized signing officer)

Print Name: _____

Print Title: _____

Witness: _____ (only if not a corporation)

UNIVERSITY
by: _____

Print Name: _____

Print Title: _____

