# NATIONAL OCCUPATIONAL HEALTH AND SAFETY RECONCILIATION AGREEMENT

**WHEREAS** the Governments of Canada, Ontario, Québec, Nova Scotia, New Brunswick, Manitoba, British Columbia, Prince Edward Island, Saskatchewan, Alberta, Newfoundland and Labrador, the Northwest Territories, Yukon, and Nunavut (the "Parties" to this Reconciliation Agreement) are parties to the Canadian Free Trade Agreement ("CFTA");

**AND WHEREAS** the Federal, Provincial and Territorial Ministers responsible for Labour for each Party expressed a desire to recognize common standards for occupational health and safety ("OHS") requirements across Canada;

**AND WHEREAS** the Regulatory Reconciliation and Cooperation Table ("RCT") acknowledges the Canadian Association of Administrators of Labour Legislation ("CAALL") OSH Sub-Committee, or such future designates as the RCT determines from time to time, to act as the RCT OHS Working Group ("Working Group");

**AND WHEREAS** the Parties wish to advance these goals while respecting the legislative authorities of federal, provincial and territorial governments in the area of OHS;

**AND WHEREAS** the Parties agree to, where appropriate, recognize for use common OHS standards pertaining to Personal Protective Equipment and First Aid Kit contents ("PPE & FA") when the PPE & FA is required to be used by each Party respectively in their jurisdiction. This equipment will be recognized across jurisdictions in order to remove barriers to operating between jurisdictions for workers and employers who operate between jurisdictions. Mining PPE & FA standards are recognized by the Parties as unique and are outside the scope of the agreement;

**AND WHEREAS** the Parties recognize as primary goals the need to maintain a high standard of OHS and ensuring the public interest while respecting locally unique needs and circumstances;

THEREFORE the Parties agree as follows:

#### 1 PURPOSE

- 1.1. The purpose of this Reconciliation Agreement ("Agreement") is to:
  - a specify OHS regulatory requirements and standards to be reconciled by recognition of common standards;
  - b provide a means for Parties to respond to changes in circumstances;
  - c establish effective procedures for the implementation of reconciliation and for the resolution of issues arising from implementation; and
  - d lay the foundation to expand and enhance the benefits of this Agreement and lay the foundation for future reconciliation agreements.

#### 2 REGULATORY REQUIREMENTS BEING RECONCILED AND PARTIES' OBLIGATIONS

- 2.1 Parties shall cooperatively identify and recognize for use in their jurisdictions common standards for the following PPE & FA:
  - 2.1.1 eye and face protection;
  - 2.1.2 head protection;
  - 2.1.3 foot protection;
  - 2.1.4 hearing protection;
  - 2.1.5 first aid kit contents; and
  - 2.1.6 personal floatation devices and life jackets ("PFD & LJ").
- 2.2 Reconciliation of Parties' OHS legislation, regulations and rules ("Regulatory Requirements") with the common standards for PPE & FA identified in Article 2.3 ("Common PPE & FA Standards") will occur in accordance with the timeframes and requirements established in the attached Schedules.
- 2.3 Except as relates to mining, the Parties will recognize, and allow to be used in their respective jurisdictions, all PPE & FA that appropriately protect the worker and meet the Common PPE & FA Standards as follows:
  - 2.3.1 eye and face protection with the 2015 CSA Standard (CSA Z94.3-15);
  - 2.3.2 head protection with the 2015 CSA Standard (CSA Z94.1-15);
  - 2.3.3 foot protection with the 2014 CSA Standard (CSA Z195-14);
  - 2.3.4 hearing protection with the selection sections of the 2014 CSA Standard (CSAZ94.2-14);
  - 2.3.5 first aid kit contents with the 2017 CSA Standard (CSA Z1220-17); and
  - 2.3.6 PFD & LJ approved by Transport Canada or an agency approved by Transport Canada.
- 2.4 Each Party will designate one or more persons ("Designates") who will:
  - 2.4.1 be responsible for the administration of this Agreement:
  - 2.4.2 act as their Party's contact person; and
  - 2.4.3 be authorized to consent to amendments to the Schedules, consistent with any limitations on the designation.

2.5 Each Party agrees to report to the RCT on their jurisdiction's adherence to the Common PPE & FA Standards on an annual basis in each calendar year, as well as report in accordance with the attached Schedules.

#### 3. EXTENT TO WHICH AGREEMENT ADDRESSES IDENTIFIED BARRIERS

- 3.1 This Agreement will:
  - 3.1.1 remove differences in allowable PPE & FA through the adoption and/or recognition of Common PPE & FA Standards acceptable in multiple jurisdictions; and
  - 3.1.2 reduce the need for equipment purchases, for example, due to differing PPE & FA standards being required in different jurisdictions to protect against the same hazards and risks.

## 4. TERM, TERMINATION, RENEWAL AND WITHDRAWAL

- 4.1 This Agreement will commence for each Party respectively on the date when such Party has signed this Agreement and at least one other Party has signed this Agreement (the "Effective Date"), and will expire on December 31, 2023, or the end of any renewal term (the "Expiration Date") unless terminated earlier or renewed by the Parties.
- 4.2 This Agreement may be terminated, meaning all obligations owing by or to the Parties under this Agreement will end, at any time if all Parties agree in writing to terminate this Agreement. No other action is required by the Parties to terminate this Agreement.
- 4.3 One year prior to any Expiration Date the Working Group will review this Agreement and recommend to the RCT whether, on the Expiration Date, they should renew the Agreement or terminate the Agreement.
- 4.4 By the Expiration Date, all Parties will provide to the other Parties a written statement stating whether they agree to renew this Agreement on the Expiration Date or agree to allow it to expire on the Expiration Date. If at least two of the Parties agree in writing to renew, this Agreement will renew for those Parties on the Expiration Date for a term agreed to among the renewing Parties at the time of renewal. All Parties that agree in writing to let this Agreement expire will be severed from this Agreement on the Expiration Date, at which time all obligations owing by or to them under this Agreement will end.
- 4.5 If any Parties do not provide a written statement as required in Article 4.4, for those Parties, this Agreement will renew on the Expiration Date as it will for those Parties that did provide a written statement agreeing to renew.
- 4.6 A Party may withdraw from this Agreement or any of the attached Schedules by giving one (1) year written notice to the other Parties to this Agreement. However, the withdrawing Party's obligations regarding confidentiality and non-disclosure under Article 11 will continue after their withdrawal.

4.7 A Party's withdrawal under Article 4.6 does not affect the continuation of the Agreement with respect to the remaining Parties.

#### 5. **AMENDMENT**

- 5.1 This Agreement and attached Schedules may be amended by the Parties or their Designates on the occurrence of:
  - 5.1.1 Emerging Standards as defined in Article 6.1 of this Agreement;
  - 5.1.2 Emergency/Extraordinary Events as defined in Article 7.1 of this Agreement; or
  - 5.1.3 Other Circumstances.
- 5.2 Notice of amendments to this Agreement will be provided to the RCT Chair as soon as reasonably practicable.
- 5.3 All amendments to this Agreement will be published on the CFTA website as soon as reasonably practicable and Designates of all Parties agree to communicate in a timely manner any such amendments to their respective stakeholders considered to be affected by the amendments.
- 5.4 All Parties to this Agreement will be legally bound by any amendments arising under Articles 6 or 7 of this Agreement.
- 5.5 Any federal, provincial or territorial jurisdiction that is not a Party may accede to this Agreement by way of an amending agreement.

#### 6 EMERGING STANDARDS OR OTHER CIRCUMSTANCES

- 6.1 An "Emerging Standard" is any OHS standard, the topic of which is already covered under this Agreement that, since the Effective Date of this Agreement, has been significantly altered, newly developed or created by an accredited standards organization, such as the CSA Group.
- 6.2 Any Party may request an amendment to this Agreement or Schedules to add an Emerging Standard or due to Other Circumstance by giving written notice to all Parties and the RCT Chair. The Working Group will meet within 60 days' receipt of such notice.
- 6.3 The Working Group will consider each Emerging Standard or Other Circumstance, and within 60 days of such consideration, will determine whether to amend this Agreement to adopt or reject each such Emerging Standard or amendment due to the Other Circumstance.
- 6.4 Any Emerging Standards or proposed amendment due to Other Circumstance that then receives unanimous approval of the Working Group will be added to this Agreement as an amendment.

#### 7 EMERGENCY / EXTRAORDINARY EVENTS

- 7.1 An "Emergency/Extraordinary Event" is an event that, due to its occurrence, reasonably requires any Party to reconsider its ability to meet its obligations under any or all of the Agreement or Schedules, in part or in whole. For example, an Emergency/Extraordinary Event has led to a decision that a Common PPE & FA Standard is insufficient to protect the health and safety of workers.
- 7.2 Any Party may unilaterally suspend, without advanced notice, their obligations under this Agreement to respond to an Emergency/Extraordinary Event and will only do so to the extent and time needed to respond to the Emergency/Extraordinary Event.
- 7.3 As soon as is practically possible after suspending its obligations, the suspending Party will give written notice to Designates of all other Parties and the RCT Chair that includes a description of the Emergency/Extraordinary Event, the obligations being suspended, and probable duration of the suspension. This notice will be published on the CFTA website.
- 7.4 When the Emergency/Extraordinary Event ends or the suspension is no longer necessary, the suspending Party will immediately lift such suspensions and reinstate its' obligations under this Agreement.

#### 8 DISPUTE RESOLUTION

- 8.1 In the event of a dispute arising out of or relating to this Agreement, any Party directly involved in the dispute may initiate informal consultations with the other Party or Parties to the dispute, and the disputing Parties will in good faith try to negotiate a resolution of the dispute.
- 8.2 To initiate confidential informal consultations under Article 8.1, the initiating Party will deliver written notice to the other Party or Parties to the dispute outlining the specific measure, action or omission which is claimed to be inconsistent with this Agreement, the relevant provision of this Agreement and a brief summary of the complaint. A copy of this notice will also be delivered to all other Parties and the RCT Chair.
- 8.3 Within 30 days, unless otherwise agreed, of the notice under Article 8.2 being delivered to all Parties, the Parties involved in the dispute will begin informal consultations in good faith with each other in an effort to negotiate a mutually satisfactory resolution.
- 8.4 If a mutually satisfactory resolution is not achieved within 60 days from the start of the informal consultations, any Party involved in the dispute may unilaterally refer the matter to the CAALL President (Deputy Minister) who may assist the Parties in negotiating a mutually satisfactory resolution.
- 8.5 If the Parties are unable to negotiate a mutually satisfactory resolution within 120 days of delivery of notice under Article 8.2, any Party to the dispute may then initiate the dispute resolution processes under Chapter 10 of the CFTA.

#### 9 COSTS

9.1 Any and all costs and expenses of a Party in relation to this Agreement shall be borne by the Party, individually, unless otherwise agreed to in writing by all of the Parties.

#### **10 COMMUNICATION**

- 10.1 This Agreement, and any amendments to this Agreement, shall be published on the CFTA website.
- 10.2 Parties shall use best efforts to make this Agreement and any amendments known to:
  - 10.2.1 their employees, agents, officers, representatives and regulating authorities by way of internal policies and guidelines to ensure compliance; and
  - 10.2.2 individuals in their jurisdiction who are subject to, or who could be expected to be impacted by this Agreement.

#### 11 CONFIDENTIAL INFORMATION

11.1 Information gathered by the Parties in carrying out this Agreement is subject to the applicable federal, provincial and territorial legislation regarding access to information and privacy. Any information provided during Working Group meetings and any information marked as confidential will be considered confidential information. No Party shall disclose confidential information except where disclosure is authorized or required by law, or with the written consent of the other Party. Where a Party is required by law to disclose information, that Party shall notify the affected Party before disclosing the information if possible. Despite Article 4, this Article 11.1 will survive the expiration or termination of this Agreement or the severance of a Party from this Agreement.

#### 12 NOTICE

- 12.1 Any notice, information or document required under this Agreement is deemed delivered if forwarded by facsimile, email or mail. Any notice sent by facsimile or email is deemed received one (1) working day after it is sent; any notice mailed is deemed received eight (8) working days after being mailed. It is the responsibility of each Party to promptly and effectively communicate changes to this Agreement, as required by Article 12.2.
- 12.2 All notices, information and documents must be sent to the addresses set out at Schedule "A".

#### 13 COUNTERPARTS

13.1 This Agreement, and any Schedule or amendment to this Agreement may be signed in counterpart.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have caused this Agreement to be signed on the dates set forth below.

Signed on behalf of the Government of Canada by:

Signed on behalf of the Government of Ontario by: YEL

Signed on behalf of Le Gouvernement du Québec by:

toules

Signed on behalf of the Government of Nova Scotia by:

Signed on behalf of the Government of New Brunswick by: HULDER, Minister

Signed on behalf of the Government of Manitoba by:

Signed on behalf of the Government of British Columbia by:

J

gnuary Date

Date

Date 19/n/2018

January 17, 2019 Date

July 9/19

Date

Jannary 30, 2019

Signed on behalf of the Government of Prince Edward Island by:

Gelfat

Signed on behalf of the Government of Saskatchewan by:

Margon

Signed on behalf of the Government of Alberta by:

Approved pursuant to the Government Organization Act

Intergovernmental Relations, Executive Council

Signed on behalf of the Government of Newfoundland and Labrador by:

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Signed on behalf of the Government of Northwest Territories by:

maline Jochnane

aloch

Signed on behalf of the Government of Nunavut by:

January 30, 2015

January 22, 2019 Date

March 11, 2019. Date March 19/19

January 30, 2019 Date

February 19, 2019

February 01, 2019 Date

January 23, 2019 Date

# SCHEDULES:

- A Notice to Party Representatives
- B Implementation Timelines, Conditions and Exemptions

# SCHEDULE "A" NOTICE TO PARTY REPRESENTATIVES

Jurisdiction	Authorized Representative	Address for Notice
RCT	Philippe Dubuisson	Mailing & Courier Address:
	Associate Deputy Minister,	710, place D'Youville, 3e étage
	Ministry of the Economy,	Québec (Québec); G1R 4Y4
	Science and Innovation	Fax: 418-644-0118
	Quebec	<b>Email:</b> Philippe.Dubuisson@economie.gouv.qc.ca
Canada	Eric Advokaat	Mailing & Courier Address:
	Senior Director,	165 Hotel-de-Ville Street
	Occupational Health and Safety	Gatineau, Quebec; K1A 0J2
	Division	Mail Stop L1010
	Labour Program, ESDC	Fax: 819-654-4450
		Email: eric.advokaat@labour-travail.gc.ca
Alberta	Rob Feagan	Mailing & Courier Address:
	Executive Director	6th Floor Labour Building
	Occupational Health and Safety	10808 - 99 Avenue
	Program Delivery	Edmonton, AB; T5K 0G5
	Labour	Fax: 780-644-1508
		Email: rob.feagan@gov.ab.ca
British Columbia	Tom Brocklehurst	Mailing & Courier Address:
	Director, Prevention Practices	WorkSafeBC
	and Quality	6951 Westminster Hwy
		Richmond, BC; V7C 1C6
		<b>Tel:</b> 604-233-4061
		Email: Tom.Brocklehurst@worksafebc.com
Manitoba	Marty Danielson	Mailing & Courier Address:
	Director – Client Services and	200 – 401 York Avenue
	Technical Support	Winnipeg, MB; R3C 0P8
	Workplace Safety and Health	Email: Marty.Danielson@gov.mb.ca
	Growth, Enterprise and Trade	
New Brunswick	Mr. Tim Petersen	Mailing Address:
	Vice-president, Prevention	PO Box 160
	Division	Saint John, NB; E2L 3X9
		Courier Address:
		1 Portland St.
		Saint John, NB; E2L 3X9
		Fax: 506-642-0713
NT C 11 1 1	L L D	Email: Tim.Petersen@ws-ts.nb.ca
Newfoundland and	Loyola Power	Mailing & Courier Address:
Labrador	Director Service NI	28 Pippy Place
	Service NL	St. Johns, NL; A1B 3X4
	Occupational Health and Safety	Fax: 709-729-3445
Nova Santia	Division	Email: Loyolapower@gov.nl.ca
Nova Scotia	Harold Carroll, Executive	Mailing Address: PO Box 697
	Director	
	Occupational Health and Safety	Halifax, NS; B3J 2T8
		Courier Address:

		3 <sup>rd</sup> Floor North, Maritime Centre
		1505 Barrington St.
		Halifax, NS; B3J 3K5
		Fax: 902-428-2282/902-424-0599
		<b>Email:</b> Harold.carroll@novascotia.ca
Northwest Territories	Index Kaine	
Northwest Territories	Judy Kainz Director of Prevention and	Mailing & Courier Address: WSCC
	Employer Services	Centre Square Tower, 5th Floor 5022 49 Street
		Box 8888, Yellowknife, NT; X1A 3R8
Numerov	Devil Canalan, LISO	Email: Judy.Kainz@wscc.nt.ca
Nunavut	Paul Carolan, HSO	Mailing & Courier Address:
	Workplace Health, Safety &	PO Box 1000, Stn 440
	Wellness Division	Iqaluit, NU; X0A 0H0
		Fax: 867 975 6241Email: pcarolan@gov.nu.ca
Ontario	Jules Arntz-Gray	Mailing & Courier Address:
	Director (Acting)	400 University Ave., 12th Floor
	Health and Safety Policy Branch	Toronto, ON; M7A 1T7
<u></u>		Email: jules.arntz-gray@ontario.ca
Prince Edward Island	Danny Miller	Mailing & Courier Address:
	Director Occupational Health	14 Weymouth Street
	and Safety	PO Box 757
		Charlottetown, PEI; C1A 7L7
		Fax: 902-368-6359
		Email: jdmiller@wcb.pe.ca
Québec	Caroline Clark	Mailing Address:
	Directrice générale	1199, rue De Bleury, 7e étage, C.P. 6056,
	Direction générale de la	,
	prévention-inspection et du	Montréal (Québec); H3C 4E1
	partenariat	Courier Address:
	Commission des normes, de	
	l'équité, de la santé et de la	H3B 3J1
	sécurité du travail CNESST	Fax: 514 906-3012
		Email: caroline.clark@cnesst.gouv.qc.ca
Saskatchewan	Ray Anthony	Mailing Address:
	Executive Director	300 – 1870 Albert St.
	Occupational Health and Safety	Regina, SK; S4O 4W1
	Division	Courier Address:
	Ministry of Labour Relations	600 – 1870 Albert St.
	and Workplace Safety	Regina, SK; S4O 4W1
		Fax: (306)787-2208
		Email: Ray.Anthony@gov.sk.ca
Yukon	Bruce Milligan	Mailing & Courier Address:
	Director	401 Strickland Street
	Occupational Health and Safety	Whitehorse, YT; Y1A 5N8
	Yukon Workers' Compensation	Fax: 867-393-6279
	Health and Safety Board	Email: Bruce.Milligan@gov.yk.ca

# SCHEDULE "B" IMPLEMENTATION TIMELINES, CONDITIONS AND EXEMPTIONS

Sector:	Occupational Health and Safety
Common PPE & FA Standard:	2015 CSA Standard (CSA Z94.3-15)
Description:	Where eye or face protection is required by legislation or regulation CSA Z94.3 – 15 will be an accepted standard for eye/face protection in all jurisdictions. (Eye and Face Protection)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<ul><li>Canada:</li><li>Regulation change is required.</li></ul>
	<ul> <li>Alberta:</li> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul>
	<ul><li>British Columbia:</li><li>Administrative policy change required.</li></ul>
	<ul> <li>New Brunswick:</li> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required).</li> </ul>
	<ul> <li>Ontario:</li> <li>Eye and face protection selected under CSA Z94.3-15, must be compatible with head protection requirements in O. Reg. 213/91.</li> </ul>
	<ul><li>Quebec:</li><li>Regulation change is required.</li></ul>
	<ul><li>Saskatchewan:</li><li>Regulation change required.</li></ul>
	<ul><li>Yukon:</li><li>Administrative policy change required</li></ul>
Timeline for Reporting on Implementation of Conditions:	September 1, 2019
Exemption from Common PPE &	FA Standard:
NS and NL offshore petroleum activ	
Reason for Exemption:	
NC and NL .	

## F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

NS and NL:

Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

Sector:	Occupational Health and Safety	
Common PPE & FA Standard:	2015 CSA Standard (CSA Z94.1-15)	
Description:	Where head protection is required by legislation or regulation	
Description:	CSA Z94.1 - 15 will be an accepted standard for head protection	
	in all jurisdictions. (Head Protection)	
Timoling for Implementation:	November 30, 2019	
Timeline for Implementation:		
Conditions for Implementation:	Canada:	
	• Regulation change is required.	
	Alberta:	
	• Implementation is conditional on regulation changes being	
	<ul><li>approved and made by the Minister and/or Cabinet.</li><li>Implementation is conditional on administrative policy</li></ul>	
	• Implementation is conditional on administrative policy change being made.	
	change being made.	
	British Columbia:	
	<ul> <li>Administrative policy change required.</li> <li>Regulation change required.</li> </ul>	
	Regulation change required.	
	New Brunswick:	
	<ul> <li>Administrative change required (deviation).</li> </ul>	
	<ul> <li>Regulation change required (public consultation required).</li> </ul>	
	• Regulation change required (public consultation required).	
	Ontario:	
	• To comply with requirements in O. Reg. 213/91	
	(Construction Projects), all workers on construction projects	
	must wear head protection that is Class E head protection	
	under CSA Z94.3-15, at minimum.	
	Quebec:	
	<ul> <li>Regulation change is required.</li> </ul>	
	Saskatchewan:	
	<ul> <li>Administrative policy change required.</li> </ul>	
	- Administrative poncy change required.	
	Yukon:	
	• Administrative policy change required.	
Timeline for Reporting on	September 1, 2019	
Implementation of Conditions:		
Exemption from Common PPE & FA Standard:		
NS and NL offshore petroleum activities.		
A hard hat meeting CSA 7913 $-$ 15 would not be considered appropriate in the circumstances for		
A hard hat meeting CSA $Z94.3 - 15$ would not be considered appropriate in the circumstances for structural fire fighting.		
Reason for Exemption:		
NS and NL:		
	S and NI are governed by greating harmonized logislation that	
Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that		

addresses occupational health and safety

F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

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Sector:	Occupational Health and Safety	
<b>Common PPE &amp; FA Standard:</b>	2014 CSA Standard (CSA Z195-14)	
Description:	Where foot protection is required by legislation or regulation CSA Z195 –14 will be an accepted standard for foot protection in all jurisdictions. (Foot Protection).	
<b>Timeline for Implementation:</b>	November 30, 2019	
Conditions for Implementation:	<ul><li>Canada:</li><li>Regulation change is required.</li></ul>	
	<ul> <li>Alberta:</li> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul>	
	<ul><li>British Columbia:</li><li>Administrative policy change required.</li></ul>	
	<ul> <li>New Brunswick:</li> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required.</li> </ul>	
	<ul> <li>Ontario:</li> <li>To comply with O. Reg. 213/91 (Construction Projects), foot protection must have a box toe capable of resisting at least 125 joules impact and a sole or insole capable of resisting a penetration load of 1.2. kilonewtons. CSA Z195-14 compliant green patch would meet this requirement.</li> </ul>	
	<ul><li>Quebec:</li><li>Regulation change is required.</li></ul>	
	<ul><li>Saskatchewan:</li><li>Administrative policy change required.</li></ul>	
	<ul><li>Yukon:</li><li>Administrative policy change required</li></ul>	
Timeline for Reporting on Implementation of Conditions:	September 1, 2019	
<b>Exemption from Common PPE</b>	& FA Standard:	
NS and NL offshore petroleum act	ivities.	
<b>Reason for Exemption:</b> NS and NL:		
	NS and NL are governed by specific, harmonized legislation that	

F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

addresses occupational health and safety

<ul> <li>2014 CSA Standard (CSA Z94.2-14)</li> <li>Where hearing protection is required by legislation or regulation CSA Z94.2 – 14 will be an accepted standard for selecting hearing protection in all jurisdictions. (Hearing Protection)</li> <li>November 30, 2019</li> <li>Canada: <ul> <li>Regulation change is required.</li> </ul> </li> <li>Alberta: <ul> <li>Implementation is conditional on regulation changes being</li> </ul> </li> </ul>
<ul> <li>CSA Z94.2 – 14 will be an accepted standard for selecting hearing protection in all jurisdictions. (Hearing Protection)</li> <li>November 30, 2019</li> <li>Canada: <ul> <li>Regulation change is required.</li> </ul> </li> <li>Alberta:</li> </ul>
Canada: • Regulation change is required. Alberta:
<ul> <li>Regulation change is required.</li> <li>Alberta:</li> </ul>
<ul> <li>approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul>
British Columbia:
<ul> <li>Administrative acceptance process.</li> </ul>
<ul><li>New Brunswick:</li><li>Administrative change required (deviation).</li><li>Regulation change required (public consultation required).</li></ul>
<ul><li>Quebec:</li><li>Regulation change is required.</li></ul>
<ul><li>Saskatchewan:</li><li>Administrative policy change required.</li></ul>
<ul><li>Yukon:</li><li>Administrative policy change required.</li></ul>
September 1, 2019
k FA Standard:
vities.

F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

Common PPE & FA Standard:20Description:WZ	ccupational Health and Safety 117 CSA Standard (CSA Z1220-17) There first aid kits are required by legislation or regulation CSA	
Description: W		
Z	nere first and kits are required by registration of regulation USA	
	220-17 will be an accepted standard for first aid kit contents in	
	l jurisdictions. (First Aid Kit Contents)	
	ovember 30, 2019	
-	Canada:	
•	Regulation change is required, with significant time requirements (3-5 years).	
A •	lberta: Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet. Implementation is conditional on administrative policy change being made.	
Bi •	ritish Columbia: Substantially harmonized. Final elements can be adopted administratively.	
N • •	ew Brunswick: Administrative change required (deviation). Regulation change required (public consultation required).	
N •	ewfoundland and Labrador: Regulation change required.	
N •	orthwest Territories: Regulation change required.	
N •	ova Scotia: Regulation change required.	
Ν	unavut:	
•	Regulation change required.	
0 •	ntario: Implementation is conditional on a third-party who currently administers and enforces the general first aid requirements in Ontario. The changes proposed in this agreement may require regulatory amendments. Any regulatory amendments would require approval of the Lieutenant Governor in Council.	
Pr	ince Edward Island:	
•	Regulation change required.	
$\cap$	uebec:	
•	Regulation change is required. Iskatchewan:	
•	Regulation change required.	

F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

Yukon:

Administrative policy change required. •

Timeline for Reporting on Implementation of Conditions: September 1, 2019

**Exemption from Common PPE & FA Standard:** 

NS and NL offshore petroleum activities.

## **Reason for Exemption:**

NS and NL:

Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

Sector:	Occupational Health and Safety
Common PPE & FA Standard:	Approved by Transport Canada or Agency approved by Transport
Description:	Canada Where PFD or a life jacket is required by legislation or regulations the PFD or life jacket labelled as approved by either Transport Canada or an agency approved by Transport Canada will be an accepted standard in all jurisdictions. (Personal Flotation Devices & Life Jackets)
<b>Timeline for Implementation:</b>	November 30, 2019
Conditions for Implementation:	<ul> <li>Canada:</li> <li>Regulation change required. Regulations will reference the standards that Transport Canada also references.</li> </ul>
	<ul> <li>Alberta:</li> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul>
	<ul> <li>British Columbia:</li> <li>Substantially. On current regulation review workplan for adoption in early 2019 to clarify requirement in the fishing industry.</li> </ul>
	<ul><li>New Brunswick:</li><li>Administrative change required (deviation).</li><li>Regulation change required (public consultation required).</li></ul>
	<ul> <li>Ontario:</li> <li>Amendments to two regulations required [the Industrial Establishments regulation and the Oil and Gas – Offshore regulation] and these amendments would be contingent on the approval of the Lieutenant Governor in Council.</li> </ul>
	<ul><li>Prince Edward Island:</li><li>Regulation change required.</li></ul>
	<ul><li>Quebec:</li><li>A regulation change is required.</li></ul>
	<ul><li>Saskatchewan:</li><li>Administrative policy change required.</li></ul>
	<ul><li>Yukon:</li><li>Administrative policy change required.</li></ul>
Timeline for Reporting on Implementation of Conditions:	September 1, 2019
Exemption from Common PPE &	
NS and NL offshore petroleum activ	ities.

F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT

**Reason for Exemption:** 

NS and NL:

Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety