



MANAGING CONTRACTORS ON ALBERTA FARMS

A Practical Guide

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Foreword

“There continues to be significant misunderstanding when it comes to contractors and their obligations in the agricultural sector. This is true even where producers are taking steps in respect to managing safety and even using contractor management systems in some cases.

The result is that those very systems that producers are putting in place can become nothing more than a Trojan horse, just waiting for your darkest hour to rear their ugly head and put everything you've worked for at risk.

There are three key things to remember:

1. The moment that you decide to bring on a contractor (whether it's a company or it's an individual), you begin taking on responsibilities in respect of them.
2. When an incident occurs involving that contractor, the focus is not so much on whether you did something wrong, but rather, on whether you can show you did the right things well before the incident occurred.
3. Each and every day you are writing a story in respect to health and safety. Through the decisions you make, the policies and procedures you enact, the directions you give, and the examples you set. Whether that story turns out to be a Greek tragedy or one that you will eventually be proud to share with your kids, your family, friends, and others is entirely dependent on the actions that you've been taking, and will continue to take well into the future.

When it comes to health and safety, all of the chapters need to be written. It has to be a complete story, with proper character development and no missing pages. It's about realizing that you hold the pen, and that even one missing hazard assessment can ruin the entire novel.”

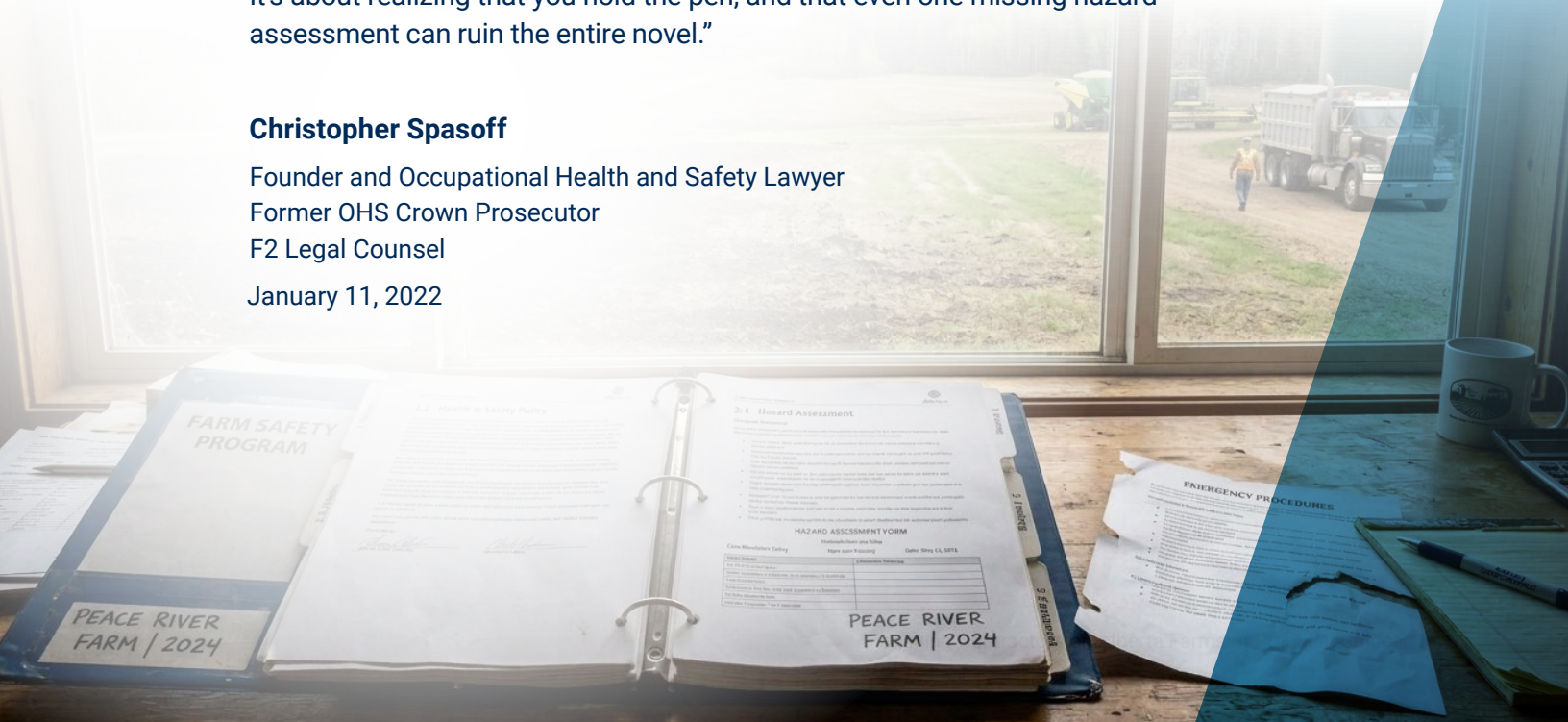
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January 11, 2022





SECTION

1

Introduction

WHY READ THIS GUIDE

- To gain an understanding of what contractor management is.
- To begin developing a contractor management program specific to your operation and needs.
- To reduce injuries, illnesses, and incidents on farms and ranches through clear communication of roles, responsibilities, and expectations when there are contractors, service providers and the workers of other employers on the farm.
- To help farm owners and managers identify and manage risks related to the work being done by contractors and service providers on their property or on their behalf.
- To lower the risk of legal issues and help the farm stay strong for future generations.

WHO SHOULD READ THIS GUIDE

- Farm Owners and Directors
- Farm Managers and Lead Hands
- Farm Health and Safety Practitioners

HELPFUL INFORMATION

- Throughout this guide, the “the farm” or “a farm” will be used often. For clarity, these terms refer to the farm business and/or the farm owner.
- Key words are italicized and in bold (e.g., ***Trojan horse***) and can be found at the end of each section and at the end of this guide in the Terms section.
- There are helpful call outs included throughout this guide, such as **Important**, **Resources**, **Example**, **Did You Know**, **Reminder**, and **Tips**.
- This guide includes sample documents to help you get started, like a simple contract and a screening form.

WHO MIGHT BE A CONTRACTOR, SERVICE PROVIDER, OR THE WORKER OF ANOTHER EMPLOYER?

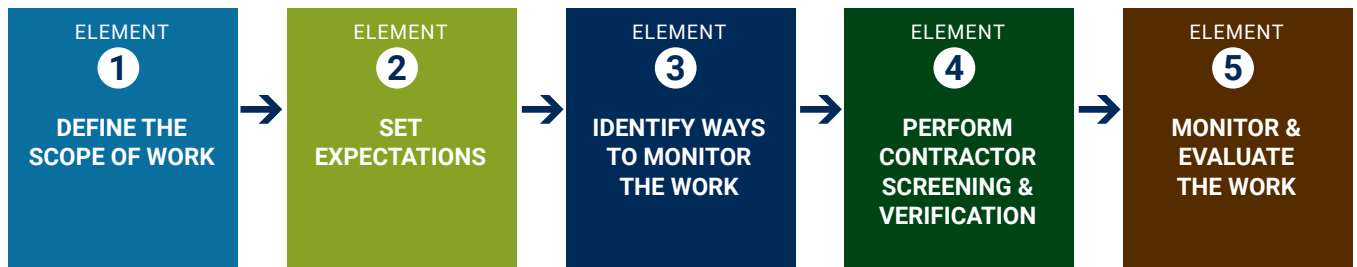
This guide is focused on **contractors** (i.e., people who are self-employed or businesses who are hired to do a job or task), but it also provides valuable information regarding the workers of other employers and service providers. These are just a *few* examples to think about.

- Farriers
- Heavy equipment operators
- Welders
- Cattle haulers
- Grain or gravel truck drivers
- Plumbers
- Electricians
- Companies hired for depopulation events
- Aerial crop sprayers
- Locksmiths
- Veterinarians and veterinary technicians
- Mechanics, heavy duty mechanics
- Tire repair trucks
- General contractors
- Cattle hands (e.g., hired to gather cattle on leases or work livestock at key periods)
- Chicken catchers hired through a temporary staffing agency

CONTRACTOR MANAGEMENT FLOW CHART

As you work your way through this guide, keep in mind that creating a contractor management program is not a perfectly linear process as it appears in the flow chart that follows and that it will never be finished... that is why the term **element** is used as opposed to **step**.

- At points you may work on one element and need to go back and update an earlier element.
- Legislation is always changing, and your contractor management program will need to be reviewed and updated to reflect that.
- Your contractor management program should be regularly reviewed for gaps, new or missed risks, and to make things better—just like any other part of your health and safety program.



TERMS

Contractor: A self-employed person or business who is hired to do a job or task. Someone who is self-employed may be called an independent contractor or a contractor.

Element: An element is a part or piece of something bigger and can be looked at like a building block. In a process or system, elements are the key pieces that make it work.

Step: A step is an action that is taken in a specific order to complete a task or process.

Trojan horse: Something that we think of as being useful, helpful, or harmless but in reality, is something that hides danger and is capable of doing bad things.



SECTION

2

What is Contractor Management?

Farms often hire contractors and service providers to do things that they may not be able to do themselves. For example, a mechanic may be hired to perform a repair on a tractor that broke down in a field, a veterinarian may be hired to help a cow who is experiencing a difficult labour, a contractor may be hired to build a new barn, or a custom harvest crew may be brought in to get the crops off in a timely manner.

When a farm hires a contractor, it takes on responsibilities relating to the contractor and the work they perform. These responsibilities include ensuring that:

- The contractor is informed of safety hazards related to the farm and its operation.
- The farm has taken reasonable measures to ensure that the contractor is protected from these hazards and can perform the work safely.
- The farm has taken reasonable steps to verify that the contractor understands their safety obligations and has their own systems in place to support them in following safety related rules set by the government (e.g., follow occupational health and safety (OHS) legislation, transportation of dangerous goods (TDG) regulations, driver's license requirements, etc.).

Exactly how much risk there is or how this might look will depend on many different factors. Having things like a health and safety program and contractor management program in place will make it easier to identify risk factors and handle them more effectively.

THE HIDDEN SAFETY RISKS OF BRINGING CONTRACTORS ONTO THE FARM

When farms bring on contractors, they tend to focus on timelines, cost, and animal safety while often overlooking human safety. Some factors that result in decreased safety on farms when contractors are hired include:

- Poor training and supervision of the people brought on the farm to perform work.
- Poor communication systems and methods of sharing information between the farm and the contractor or service provider.
- Independent contractors and sub-contracted workers may not be properly trained or fully qualified to do the work.
- Unclear work responsibilities among contractors, sub-contractors, the farm and the farm's own workers can increase the risk of an incident or injury.
- Different languages can make it challenging to communicate safety and health information to everyone.
- Poor contractor safety standards and a lack of enforcement can increase the risk of an incident.
- Poor job planning and weak hazard assessments (e.g., generic templates that are downloaded and printed with no changes, outdated hazard assessments, etc.) increase the risk of an incident.

UNDERSTANDING CONTRACTOR MANAGEMENT

A **contractor management program** is essentially a **system** (i.e., a set of elements—like **principles** or **procedures**, that work together as a connected whole), with clear plans and processes, that will help the farm ensure any contractors it hires are qualified and have their own systems in place to make sure that the work can be completed safely. **Morally, ethically, and legally**, a contractor management program is essential.

An effective contractor management program doesn't need to be big and complex. It certainly should not look like the contractor management program that a large, international oil and gas company might have at a work site where many different types of high-risk work are happening at the same time... which is what far too many people mistakenly think. On a farm, an effective contractor management program needs to be specific to and make sense for the farm, its operations, and the work that will be done.

FARMS, OHS LEGISLATION AND “BASIC SAFETY”

The Occupational Health and Safety (OHS) Act and Code are meant to keep the places where people work healthy and safe. They protect the people working at a work site as well as those who may be affected by the work being done. Part 1 of the Alberta OHS Act assigns obligations, responsibilities, and duties to individuals and organizations. The Alberta OHS Code provides minimum technical requirements for health and safety in Alberta's workplaces (Government of Alberta, n.d.).

At the time of publication, only the Alberta OHS Act and Part 13 of the OHS Code *directly* apply to Alberta farms and ranches. Farming and ranching operations are defined in legislation as:

- Producing crops, including fruits and vegetables, through land cultivation
- Raising and maintaining animals or birds
- Keeping bees

(Alberta OHS Code, s.1.1)

This means that to a degree, when a farm is performing farm related activities (i.e., activities related to the production of crops through land cultivation, the keeping of bees, and raising animals or birds) the rest of the OHS Code can *indirectly* apply to farms and ranches.



IMPORTANT

When activities are carried out that do not relate to the definition of farming and ranching, for example, activities related to processing, construction related activities, and even using your farm to host events such as weddings, the farming and ranching “exemption” no longer applies and the full OHS Code will directly apply.

By now, you might be thinking “but that can’t be true, the Government of Alberta website even states that farms and ranches are only responsible for basic safety...” Unfortunately, it is not as simple or clear as you might think, so let’s take a moment to understand this better.

At the time of writing, the Government of Alberta OHS Website (Government of Alberta, n.d.) stated the following information in bold text. Each quote is included for reference and is followed by a short explanation.

“Farms and ranches with at least one waged, non-family worker are covered by the basic safety standards set out in the OHS Act.”

What you should understand:

- When it comes to anything related to law, definitions matter. The OHS Act does not define what basic safety standards are, nor is the author aware of anyone receiving a clear written explanation as to what Alberta OHS considers “basic standards” to be.
- Both the OHS Act and OHS Code provide “minimum standards for health, safety, and wellness in Alberta’s workplaces (Government of Alberta, n.d.).” These minimum standards put in place the most basic, reasonable steps an employer would need to take in order to protect the health and safety of their workers and are the result of many years of **consultations** between industry, education and research groups, and the government.

- Employers are responsible for ensuring the health, safety, and welfare of the workers engaged in their work as far as reasonably practicable (Alberta OHS Act, S3(1)). In some cases, even the minimum laid out in the OHS Code may not reflect everything reasonably practicable for the employer, the work, and/or the circumstances.
- It is critical that the farm completes and documents its own well-thought-out hazard assessments and does not rely on generic templates from outside organizations. When done properly, this process will identify all of the unsafe or dangerous conditions that could reasonably be expected to develop and puts appropriate control measures in place to eliminate or reduce the risks to a reasonable level. As a result, injuries and fatalities are prevented, and the farm can show that it did everything reasonably expected of it.
- If an OHS Officer comes to the farm following a serious incident and performs their own hazard assessment, they will identify any unsafe or dangerous conditions, as well as what was—or was not—done to control the conditions. If the OHS Officer finds that the farm did not identify a hazardous condition it reasonably should have or did not take the necessary steps to control the hazardous condition, the farm can expect enforcement actions, some of which can have serious consequences.



DID YOU KNOW?

An Alberta farm was charged with seven counts under the OHS Act following a worker fatality that occurred in March of 2023. The charges accused the farm of a failure to take reasonable steps which are actually requirements under the OHS Code. Although the defence lawyer successfully argued the case, it still took three days in a courtroom, and a number of pre-trial applications, before the charges were withdrawn. This case highlights that the OHS Code is made up of basic, reasonable steps, and that farms are still expected to take those steps—even when the OHS Code does not directly apply to them.

More details about this case are publicly available on the Government of Alberta's *2026 Prosecution outcomes and appeal status page* (<http://www.alberta.ca/prosecution-outcomes>).

"Producers with waged, non-family workers must follow generally acceptable industry standards (and) apply general health and safety principles."

What you should understand:

- Everything **reasonably practicable** is written directly into the OHS Act, "generally acceptable standards" and "general health and safety principles" are not, nor are they defined anywhere in the OHS Act. This underscores the importance of doing everything reasonably practicable to protect the health, safety, and well-being of the people performing work for the farm.
- The CSA Group (formerly the Canadian Standards Association) brings together representatives from industry, government, and consumer groups to develop standards for many industries, including agriculture. These standards are sometimes referenced in occupational health and safety legislation.

"OHS rules only apply to an operation if a waged, non-family worker is present on the farm or ranch, and then only to those individuals."

What you should understand:

- A waged, non-family worker can include contractors, subcontractors, service providers, etc.
- Don't be confused by this wording or take it at face value. If you are a family member (e.g., the child of the farm owner, a sibling of the farm owner, etc.), you can still be looked at as a supervisor or other work site party detailed in the OHS Act when there are workers present. As you will learn in this guide, when you hire contractors, you can take on the obligations of other work site parties and you may not realize it at the time (e.g., supervisor, prime contractor, etc.).
- Everyone on the farm has basic safety responsibilities whenever workers are present—regardless of their role. Being a family member (such as a child or grandchild) does not mean different rules apply. Family members must not behave in ways that make workers feel unsafe or put others at risk. For example, a farm owner's son cannot operate equipment while impaired, and a grandchild cannot yell at or verbally abuse workers simply because they mistakenly believe the "rules" don't apply to them.
- Even the Government of Alberta has stated in the 2024 update of its publication *Health and safety on Alberta farms and ranches* that "Unpaid or family workers in farming and ranching operations aren't considered to be workers under OHS legislation (and thus OHS laws don't apply), with one exception: they are considered workers for the purposes of Section 5(1)(a) and (b) of the OHS Act, which sets out several general health and safety obligations all workers must follow (Government of Alberta, 2024, p.7)."

TERMS

Consultation: A process where people or groups share information, talk about issues, and get input or advice before decisions are made or actions are taken.

Contractor management program: A system, with clear plans and processes, used to help the farm ensure any contractors it hires are qualified, have their own safety systems in place, and can complete the work safely. It also outlines how the farm will monitor the work, deal with issues relating to the work, and assess the contractor's overall performance.

Ethical: Accepted standards of conduct, often rules set by others, such as legal or professional groups.

Legal: Relates to anything based on, required by, or permitted by law.

Moral: Following one's heart relating to right and wrong. Principles relating to proper conduct.

Principles: The core ideas that form the foundation of beliefs or actions.

Procedures: A document with a narrow focus which describes step by step what actions are to be taken (especially when performing a job or task) in order to achieve the desired outcome.

Reasonably practicable: 1. Meeting a legislated occupational health and safety obligation in a way that is sensible, realistic, and would be thought of as making sense for the facts and conditions by a reasonable person. 2. A recognized term that is based on the reasonable person test, which basically asks, what would a dozen of your peers consider reasonable in similar circumstances (Government of Alberta, 2017, p.1)?

System: A set of elements with principles or procedures, that work together as a connected whole (e.g., health and safety program).

What a Contractor Management Program Does and What to Do

Perhaps you have never created a contractor management program, have never screened a contractor, or even used a contract before. It is easy to let your guard down when it comes to contractor management, especially if you have been lucky and have not had a serious incident occur while a contractor has been performing work for you.

It's easy to believe what you are doing is enough if things have gone smoothly so far. But when a serious incident happens, many farmers find out too late that they have been taking big risks, and those risks can have some significant legal consequences.

A farm specific contractor management program can help ensure that you are:

- Identifying and managing health, safety, and operational risks.
- Maintaining regulatory compliance and following the law.
- As far as is **reasonable**, ensuring that the contractors you hire are qualified and capable.

A contractor management program is a way to show that you are doing everything reasonable to protect the health and welfare of your workers, of other workers (e.g., independent contractors, sub-contractors, service providers, etc.), as well as any other people who may be affected by the work (e.g., a neighbour who is down wind of crop spraying or a member of the public who is driving on the same road used to haul grain).

WHAT YOU SHOULD DO

Educate yourself and your farm team. Get familiar with health and safety. This should include talking about and understanding what hazards are, what hazards are common on farms, how to assess hazards and what hazard controls are. From there, you'll want to get an understanding of what written **hazard and risk assessments** are, what inspections are, and what a health and safety program looks like.

You have likely heard the phrase “ignorance of the law is no defence.” It means that not knowing a law doesn't excuse someone from being held accountable when they break it. It is another reason why it's important to understand Alberta OHS legislation and what it requires of you. This involves becoming familiar with the legislation. If necessary, sit down with someone who understands Alberta OHS legislation as well as how it is applied by OHS officers and the legal system. You should also know what the potential consequences of breaking, ignoring, or failing to uphold an OHS law could be, such as **orders, administrative penalties, fines**, jail time, etc.



DID YOU KNOW?

Administrative penalties and fines can be costly.

- Anyone found guilty of a first-time OHS offence may be fined up to **\$500,000**, plus up to an additional **\$30,000** for each day the offence continues after the first day or up to **six months in prison**—or a combination of both.
- Anyone found guilty of a second or later OHS offence may be fined up to **\$1,000,000**, plus up to an additional \$60,000 for each part day or full day the offence continues after the first day or up to **12 months in prison**—or a combination of both.
- Administrative penalties can be as high as **\$10,000** per day per OHS rule being broken.

(Alberta OHS Act, s.48(1); Alberta Government, n.d.)

You can see who has been convicted under Alberta OHS legislation, along with the penalties and fines that resulted, on the Government of Alberta's *Convictions under the OHS Legislation* webpage: <https://www.alberta.ca/convictions-under-ohs-legislation>

Conduct hazard and risk assessments. Hazard and risk assessments are essential for understanding the OHS risks that you, your farm team, the contractor, their workers and others may face. Hazard and risk assessments help in identifying the measures needed to address these risks effectively.

Review paperwork. Regularly review your contracts, contractor management programs, and other relevant paperwork to ensure they are up to date (e.g., accurately reflect the current law, still accurately reflect the risks and are in fact working).

Have a proper contract in place. A good **contract** is a foundational part of the contractor management program. This contract should be drafted and/or reviewed by someone, such as legal counsel, who understands both corporate (i.e., business) and OHS law to ensure it includes the necessary protections and authority.

Ensure contracts address risks. Your contracts and contractor management program should properly address the risks that have been identified. They should also give you the necessary authority to ask questions and keep an eye on the work without making you responsible for any additional risks.

Ask for proof of Workers Compensation Board (WCB) status. When hiring a contractor with workers, it's important to get their WCB status as part of the overall process.

Ensure that the designated prime contractor (if there is one) is qualified to take on that role. Do not assign prime contractor status to someone who is not capable of fulfilling the obligations of this role well. The person assigned to this role will need to have the appropriate skills, abilities, experience, and training behind them.

WHAT YOU SHOULD NOT DO

Ignore the importance of commitment and authentic investment in your contractor management program. Simply going through the motions (e.g., copying someone else's program word for word) without genuine and intentional participation can lead to safety issues and significant risk.

Ignore your responsibilities. Do not neglect your health and safety obligations. Just because you may not be directly employing the people performing the work doesn't mean you don't have any. You still have safety related responsibilities as an owner, contracting employer, and you may potentially have other work site obligations depending on what is happening (e.g., prime contractor, supervisor, etc.).

Rely on handshake deals or verbal agreements. A handshake deal is not practical in this day and age. The modern world is a legal one, where formal contracts are necessary to protect your interests.

Think that no issues means everything is being done right or safely. Just because you've never had a safety related contractor issue before doesn't mean that what you or your contractor are currently doing is good or right. It might just mean your contractor management program hasn't faced a serious incident, or been tested in the court system, yet.

Use vague, one-line safety clauses. Simply stating that contractors agree to abide by OHS legislation in your contracts is not even close to being enough. These types of statements are not specific and do not provide any real protection.

Ignore information that you have collected. If you have an in-depth contractor management program, ensure that you are actually using the information that you are collecting. Gathering information from contractors without acting on it is pointless and risky. Imagine if the information you didn't review showed a serious safety issue, and you hired the contractor anyway. If you're collecting details that are too in-depth and never used, stop doing it!

Think you can 'contract' your way out of liability. You cannot contract yourself out of liability or have someone else assume your role in health and safety matters. While some things may be assigned to other work site parties, not everything can be... some health and safety obligations will always remain yours alone.



TIP

If you're hiring a contractor to do high-risk work that you can't safely do yourself, and they ask you to sign a form saying they're not responsible for safety or anything that goes wrong, that's a big red flag. It likely means they don't really understand safety and Alberta OHS laws. In that case, it's a good idea to start looking for a different contractor—one who takes safety seriously and understands their responsibilities!

Assume insurance will cover all liabilities. Insurance can't and will not cover things like negligent acts or broken laws... including those related to breaches of OHS legislation.

Call someone a contractor when they are not. Do not mistakenly think that hiring everyone as a contractor instead of an employee will free you from health and safety obligations. It doesn't.

Rely solely on a one-time review of contractor safety. When it comes to contractor safety, you will need to perform ongoing monitoring and enforcement to a reasonable degree (i.e., without overstepping or taking on another work site party's health and safety responsibilities). This will be looked at in more detail later on.

Assign more than one prime contractor. Trying to have multiple prime contractors on a work site can lead to confusion and legal issues. In the end, it could all come back on you... so don't do it.

Ignore subcontracting practices. Whether you would be considered the prime contractor or the contractor you are hiring will be assigned that role, measures will need to be taken to ensure that subcontractors are qualified and following the necessary safety and compliance standards.

CONTRACTOR MANAGEMENT PROGRAM QUICK REVIEW

Contractor Management Program SHOULD	Contractor Management Program SHOULD NOT
Establish a process to ensure contractors are aware of hazards and risks on the farm.	Become a “box ticking” or paperwork exercise, where it looks good on the surface but isn’t actually doing anything.
Support contractors in working safely.	Result in the farm unintentionally taking on some of the contractor’s employer responsibilities for the safety of the contractor’s workers.
Ensure that contractors have proper insurance coverage.	Simply trust that the contractor takes health and safety seriously without any form of verification.
Clearly define the work site and the responsibilities of the prime contractor in the contract documents.	Leave the work site boundaries and the prime contractor’s responsibilities vague or undefined in the contract.
Involve a screening process as the first step to ensure that the contractor is aware of their safety responsibilities and has basic systems in place to address them.	Get unnecessarily detailed and in-depth information that the farm is not going to properly review or use.
Have measures in place for quality control, monitoring, corrective actions, and enforcement to ensure that contractors are performing work safely and in accordance with the rules.	Get safety related information from a contractor and not do anything with it.
Identify contractors who do not meet the minimum requirements or cannot provide the necessary information to demonstrate their ability to perform the work safely.	Assume that the work will go well without any type of monitoring or efforts.
View fulfilling obligations as an ongoing process that requires regular monitoring and assessment.	View fulfilling obligations as a one-time task.
Monitor the work throughout the job and address any issues that arise with the contractor to ensure ongoing compliance with safety standards.	Ignore the work during the job and disregard issues, allowing safety standards to be violated without any type of action.

TERMS

Administrative penalty: A type of fine issued by Alberta OHS for not following safety legislation (i.e., laws).

Charge: A formal accusation or claim that a person is suspected of breaking a law, before it has been proven.

Contract: A written, legally binding agreement made between two or more parties.

Fine: Money that a court or authority orders someone to pay as punishment for breaking the law. It is meant to hold them accountable and discourage them from doing it again.

Hazard and risk assessment: 1. The process of evaluating the hazards and risks identified for a particular job or task. 2. The written or unwritten process of identifying and evaluating the hazards and risks of a particular job or task and determining appropriate methods to eliminate or control these hazards.

Orders: Orders are written documents issued by Alberta OHS officers and require work site parties to take measures in order to be compliant with OHS legislation. Orders can only be lifted when the requirements listed in them are met. The different types of orders are compliance orders, stop use orders, stop work orders, and director's orders.

Compliance order: A written document telling you that an OHS officer has found an OHS rule has not been followed and needs to be fixed by a certain date.

Stop use order: A written document telling you that an OHS officer has seen a piece of equipment that is unsafe or could seriously hurt someone and that you must stop using it until the problem is fixed and the safety requirements are met.

Stop work order: A written document telling you that an OHS officer has observed something being done in a way that is unsafe or unhealthy for the workers and the work must be stopped until the safety requirements are met.

Director's order: A written document telling you that an OHS director (someone similar to an OHS officer) determines that certain things need to be done at a work site to ensure the health and safety of the workers at that site, such as create a health and safety program or establish a prime contractor, even if one is not specifically required by OHS legislation.

(Government of Alberta, n.d.)

Reasonable: Commonly means there are good reasons to believe something. In legal situations, it means that someone else in the same position would also think those reasons make sense.

Workers Compensation Board (WCB): A type of no-fault workplace insurance for workers and employers in Alberta; it ensures injured workers receive compensation for lost income, healthcare, etc. and protects employers against lawsuits.



SECTION

4

Contracts Are Essential

Farms cannot get by with verbal agreements alone. The environment in which agricultural producers operate is governed by laws and standards about what is acceptable and what is not. It is true that there doesn't have to be a contract for occupational health and safety legislation and responsibilities to apply, but a well written contract can help manage some of the risk farms face in relation to OHS and other laws when they hire a contractor.

A proper written contract is an essential part of contractor management.

Three main points to remember about contracts are:

- Most of your contracts will not have to be complicated.
- They should be written from the standpoint of who is in control of the work site and who is in control of what work.
- They often fail to address health and safety very well or to the necessary degree.



RESOURCE

Refer to page 29 to find a simple contract example. A customizable version of this form can be downloaded at agsafeab.ca. Please remember that legal advice is always recommended before entering into a contract.



EXAMPLE



A farm has a contractor complete its contractor screening form and determines that the contractor meets the farm's health and safety expectations. The farm hires the contractor, and work begins without a written contract outlining the scope of work to be done, who is responsible for what, etc., because it seemed like a waste of time and they stopped using contracts years ago. A serious incident occurs, and now Alberta Occupational Health and Safety is looking at the farm as being

the owner, contracting employer, and prime contractor—and the list of charges against it is long. To make matters worse, the farm only has its screening form to show due diligence, which means that is all it has to defend itself against the charges!

PARTS OF A BINDING CONTRACT

A **binding contract** is an agreement between two or more people that the law will enforce. Legally binding contracts offer protection to everyone involved from things like confusion or disputes, such as those that can occur after a serious incident. In Canada, there are criteria that must be met by a contract for it to be binding.

1. **Offer and acceptance.** There needs to be a clear and definite offer made by one party and accepted by the other party exactly as it is written (without any changes).
2. **Certainty of terms.** The essential terms of a contract must be clearly written. This is very important, as it establishes that both parties have a shared understanding about the work, responsibilities relating to the work, and how the work will be done.
3. **Consideration.** The parties involved must exchange something of value (the law says even a “peppercorn” will do!). We often think of paying money for work performed or items purchased, but it can also include a promise to do something (or not to do something) in the future.
4. **Intention to create legal relations.** This means that the parties making the agreement plan for it to be taken seriously and followed by law.
5. **Legal capacity.** Legal capacity is a person or entity's ability to understand and fulfill the terms and conditions of a contract. For example, someone who is not mentally capable (e.g., a minor, someone with dementia or is under the influence of alcohol) would not have the capacity to enter into a contract.
6. **Consent.** Giving consent means to voluntarily agree or give permission to something. In a contract, this must also be informed consent. Informed consent means that the parties involved understand the terms and consequences of the agreement.
7. **Legality.** This means that the contract has a legal purpose and that it does not break any laws.

(Fixter, B. 2023)



DID YOU KNOW?

- The farm/owner is ultimately responsible for making sure necessary permits are in place before work begins.
- If the work is very costly, you may want to think about getting a performance bond should the contractor fail to complete the job.
- If you are borrowing money to complete the work, you will want to speak to your bank to find out if they must approve any changes made during the course of work.

LAWYERS

The hourly rate of a good lawyer may appear costly, but a contract that is not binding or is flawed in some way can cost the farm more money in the long run... especially if something ends up going to court.

Before entering into a contract, it is recommended to talk to a lawyer first—such as when the work is complex, high-risk, or involves a lot of money. If the farm decides to have a lawyer draft or review a contract, that lawyer should have the necessary understanding of what needs to be addressed in it. For example, just because someone works in corporate law, they may not fully understand occupational health and safety legislation, its application in the court system, and what the contract needs to accomplish in terms of health and safety management.

CLAUSES THAT SOUND GOOD—BUT DON'T ACTUALLY PROTECT YOU

Organizations and health and safety practitioners alike are often guilty of this: *having enough knowledge to recognize that occupational health and safety is something that needs to be addressed when dealing with contractors, but mistakenly thinking that a general, vague, or overly simplistic statement in a contract provides protection or relieves the organization of certain responsibilities.*

Vague Statements

Vague statements are statements that are not clear or specific, and can lead to misunderstandings, confusion, and disputes. Things to watch out for include words that would be considered **jargon**, **buzzwords**, and terms that are not clearly defined. For example:

- “The work will be completed in a *reasonable amount* of time.”
- “The prime contractor is responsible for *the work area around* the barn.”
- “The contractor confirms they have a *robust* health and safety program.”
- “The work site is the *farmyard*.”

Throw Away Safety Clauses

A common example of a throw away safety clause found in contracts would be the following:

"The contractor agrees to follow all applicable health and safety laws." This statement is problematic because:

- It only repeats what the law already states.
- It does not add any specific, clear expectations or responsibilities.
- It gives a false sense of security by making it seem like health and safety is addressed in the contract when it is not.

These types of statements may sound good, but they do not hold up legally—especially when it comes down to showing **due diligence** regarding how health and safety was actually being managed or enforced.

HEALTH AND SAFETY: RESPONSIBILITIES YOU CAN'T SIGN AWAY

As the title indicates, you cannot use a contract to avoid health and safety responsibilities. An example of this may be seen when the farm writes its own contract and states that they are assigning all health and safety responsibilities relating to work being performed to a contracted health and safety practitioner. This type of assignment does not reflect the health and safety obligations outlined in the OHS Act, is not legal, and as a result, is not binding.

The Only Situations Where Certain Responsibilities Can Be Reassigned

It is critical to understand that only *certain* responsibilities can be reassigned—and this can only happen in two specific situations.

The Alberta OHS Act only allows for:

1. **Owner responsibilities** to be reassigned to another party (e.g., the person leasing the land) so long as the reassignment is stated clearly in a written agreement that is signed by both parties.
2. **Prime contractor responsibilities** to be assigned by the person or entity in control of the work site so long as the assignment is stated clearly in a written agreement that is signed by both parties.

**IMPORTANT**

Even if you reassign the owner and prime contractor responsibilities, your other legislated health and safety responsibilities as an employer, supervisor, contracting employer, etc. will still exist!

Occupational health and safety legislation in Canada is based on the **Internal responsibility system (IRS)**. This is the foundational belief that all workplace parties are responsible for their health and safety and the health and safety of others. The Alberta OHS Act reflects this very well and makes it quite clear that you cannot pass your safety responsibilities off to someone else—everyone has to do their part.

EXAMPLES OF INFORMATION TO INCLUDE IN A CONTRACT

This list is made up of items that are commonly found in contracts and will give you an idea of what might be covered. Some of these points may or may not relate directly to health and safety specifically.

- A detailed description of the work to be done.
- Blueprints, drawings, or plans, if appropriate.
- A clear explanation of what the work site is (e.g., a marked-out satellite photo, a mapped area, or the area within a physical fence identified on a drawing) and when the area will be a work site (e.g., from one date to another, during certain hours only, etc.).
- A description regarding what access to and from the site will look like (e.g., who, when, who reserves the right to revoke or deny access, etc.).
- An explanation of who has control over the work site and if necessary, an explanation of how the coordination of work will occur to minimize any disruptions to farm operations.
- If an owner will be designated, it must be clearly stated who the owner is.
- If a prime contractor will be designated, it must be clearly stated who the prime contractor is.
- A description of what kinds of materials will be used and their quality.
- A description of what kinds of equipment will be used.
- A description or list of work that will be sub-contracted (or if sub-contracting will not be permitted).
- Details regarding who will be responsible for what.
 - > Work site party responsibilities (e.g., prime contractor, the farmer/owner, sub-contractors), for example:
 - If a barn is being constructed, who will be responsible for removing all debris as soon as construction is completed.

- If a poultry barn is being depopulated, it will state who will be responsible for removing and disposing of the deceased birds.
- If the farm has a general health and safety orientation that it provides to everyone who comes onto the farm, the contract will reflect that the farm would be responsible for providing this orientation to the contractor and their workers (if any).
- Specifics relating to health and safety management of the project, such as:
 - > Statements about the farm's health and safety expectations, such as:
 - That the contractor will have a health and safety program that is Certificate of Recognition (COR) certified, or that meets or exceeds these requirements.
 - If a site-specific safety program is required.
 - How and when the farm will be provided with near miss reports.
 - What will happen if an incident occurs; including how and when the farm will be advised of the incident, timelines for when the farm will be provided with a final investigation report, etc.
 - How the contractor will address matters related to biosecurity, chemical handling, waste disposal, etc.
 - > Statements about the farm's contractor screening process, the steps that the farm will take to monitor the work, the enforcement process that will be used should something unsafe be identified during monitoring, and how the contractor will be evaluated once the work is completed (Note: It is far easier to refer to specific parts of the farm's written contractor management program rather than detailing all of it in each and every contract).
- Information outlining how the work will be completed according to legal requirements (e.g., local codes, occupational health and safety legislation, etc.).
- Cost and a payment schedule, including any hold-back provisions.
- A description of any and all warranties, including what is covered, how long it is covered, and what will happen if problems are identified.
- Describe cancellation rights, change requests, etc.
- Explain how changes to work will be handled, such as the use of change orders and the process for how they will be approved.
- Describe how problems will be addressed and resolved.
- A **hold harmless clause** and/or an **indemnity clause** (see the explanations that follow).
- A **force majeure clause** (see the explanation that follows).

HOLD HARMLESS CLAUSES

A hold harmless **clause** is a part of a contract where one party agrees to take on certain risks and not hold the other party responsible (e.g., agrees not to sue the other party) if there is an injury, loss, or some type of damage that occurs during—or in relation with—the work being performed. This type of clause can be thought of as a risk management tool that is put in place before anything bad happens. It works by shifting responsibility for certain risks away from one party and on to the other party.

Some hold harmless clauses are easier to enforce than others. For example, some contractors use broadly written clauses in an attempt to protect themselves from everything, including their own negligence. While this type of clause may not be highly enforceable, it could still be problematic for the other party who is not protected.

In contrast, a hold harmless clause that is more specific and limited in its scope of what the party is protected from will be more likely to be enforced. This is yet another reason why it is important to speak to a lawyer before entering into certain contracts.

A common example of a hold harmless clause can be found when renting equipment or machinery. The rental agreement will typically have a clause holding the rental company harmless for injuries or damage during use, even if the equipment had a minor defect that the rental company should have reasonably caught before that piece of equipment was rented out.

INDEMNITY CLAUSES

Indemnity clauses are used to distribute or assign risk (e.g., financial and legal risk) in contracts and to compensate the protected party for harm or loss. The simple examples that follow show two different types of indemnity clauses with a hold harmless clause as you would commonly see it in a contract.

1. *"XYZ Contracting shall indemnify, defend, and hold harmless Meadow Muffins Farm, its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from (i) Contractor's breach of this Agreement, or (ii) the negligent acts or omissions of Contractor or its employees, agents, or subcontractors in performing the Work."*

Here, XYZ Contracting is promising to fully protect Meadow Muffins Farm from legal and financial trouble caused by XYZ Contracting's own mistakes or failures.

2. *"Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from the indemnifying Party's (i) breach of this Agreement, or (ii) gross negligence or willful misconduct."*

In this clause, each party is agreeing to protect the other party from problems they cause themselves, but only to the extent it is their fault.



IMPORTANT

It's important to fully understand what an indemnity or hold harmless clause means before agreeing to it. These clauses are often written in complex or confusing language, so having a lawyer review them is a good idea. In some cases, one party may try to use a very broad clause to protect themselves from—and avoid paying for—their own mistakes.

Just as importantly, remember that indemnity and hold harmless clauses do **not** remove your OHS responsibilities and do not cover costs related to an OHS offence, such as fines or penalties.

FORCE MAJEURE CLAUSES AND WHY YOUR CONTRACT NEEDS ONE

A force majeure clause typically addresses certain unforeseen events and when written correctly, allows the parties involved in the contract to walk away from it. The types of events it would cover are those that it would be unreasonable to expect, such as a natural disaster or a pandemic such as what was experienced with Covid-19. Without a clearly defined and contract-specific force majeure clause, everything set out in the contract will need to be fulfilled... even in extreme circumstances where it would be nearly impossible to do so.

SAMPLE CONTRACT

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

The **bold, blue** text indicates information that you will need to select what applies to you, delete, add on to, or in some other way customize that text.

Contractor / Company Name:	
Email:	Telephone:
Address:	City/Town/County:
Province:	Postal Code:
Business/GST No.:	Current Valid Municipal Business License:
Contact / Project Manager:	Contact / Project Manager Telephone:

Farm Owner(s) Name(s):	
Email:	Telephone:
Address:	City/Town/County:
Province:	Postal Code:
Farm Contact:	Farm Contact Telephone:

Specific Location of Work:		
Map Attached:	Satellite / Aerial Photo Attached:	Other Item(s) Attached:

1.0 CONTRACT DOCUMENTS		
1.1 This Contract Form		
1.2 Drawings attached or referenced (if any):		
1.3 Specifications attached or referenced (if any):		
1.4 Additional documents attached or referenced (if any):		
1.5 If something is missing from the contract documents, or if work is requested that's different from what's in the contract, it's considered extra and not included in the original contract price.		

2.0 DESCRIPTION OF THE WORK		
2.1 Unless otherwise stated, the Contractor agrees to supply all materials, labour and supervision to perform the work as: ☐ Described below ☐ Described in the attached Work Schedule		
2.2 The Work includes the following:		
2.3 The Work does not include the following:		

3.0 PERMITS		
3.1 The work to be done requires certain permits. These permits will be provided and paid for either by the Owner or the Contractor, depending on what's specified.		
3.2 Copies of any permits obtained by the Contractor must be provided to the Owner within ____ days of its being issued or sooner if work is scheduled to occur before that time. Work may not begin without a valid permit in place.		
3.3 Permits required: ☐ Building permit ☐ Electrical permit ☐ ... ☐ ...	Owner 	Contractor

4.0 ASSIGNMENT OF WORK SITE PARTIES

(Take out what does not apply. Before assigning control of the work site, the farm must determine who is best suited to be in control of it. Only ONE party can control a work site. Refer to page 52 of this guide for more information.)

4.1 The Owner, **full name here**, will keep the owner obligations under Alberta OHS legislation.

4.1 The Owner, **full name here**, has been assigned the owner obligations under Alberta OHS legislation by the registered owner of the land where the work is taking place; this assignment is located in Appendix **X** of this document.

4.2 The Owner, **full name here**, will be the **general contractor** and will carry out the responsibilities of this role as described below and detailed further in Appendix **X** of this document.

- 4.2.1 Ensure the activities of those present at the work site are coordinated, follow the work safety program and meet all Alberta OHS requirements that apply.
- 4.2.2 Create and maintain a safety program for the work site, including systems and processes to ensure everyone is meeting these requirements.
- 4.2.3 Create and maintain an open communication plan for the work site.
- 4.2.4 Monitor the work and address issues.
- 4.2.5 Maintain control of and access to and from the work site.

4.2 The **Contractor or Project Manager, full name here**, accepts the role of **general contractor** and will carry out the responsibilities of this role, as described below, and as detailed further in Appendix **X** of this document.

- 4.2.1 Ensure the activities of those present at the work site are coordinated, follow the work safety program and meet all Alberta OHS requirements that apply.
- 4.2.2 Create and maintain a safety program for the work site, including systems and processes to ensure everyone is meeting these requirements.
- 4.2.3 Create and maintain an open communication plan for the work site.
- 4.2.4 Monitor the work and address issues.
- 4.2.5 Maintain control of and access to and from the work site.

4.2 The **Contractor or Project Manager, full name here**, accepts the role of **prime contractor** and will carry out the responsibilities of this role as outlined in Alberta OHS legislation, as described below, and as detailed further in Appendix **X** of this document.

- 4.2.1 Ensure the activities of those present at the work site are coordinated, follow the work safety program and meet all Alberta OHS requirements that apply.
- 4.2.2 Create and maintain a safety program for the work site, including systems and processes to ensure everyone is meeting these requirements.
- 4.2.3 Create and maintain an open communication plan for the work site.
- 4.2.4 Monitor the work and address issues.
- 4.2.5 Maintain control of and access to and from the work site.

5.0 SUBCONTRACTORS

(Take out what does not apply. Where subcontractors will be performing work, assignment of a general contractor or prime contractor (if applicable) is recommended)

5.1 Subcontractors ☐ will be ☐ will **not** be performing work.

5.2 The **general contractor** will be responsible for ensuring subcontractors are screened and will be able to complete the work in a manner that meets or exceeds the farm's expectations, as well as their legislated and industry requirements.

5.2 The **prime contractor** will be responsible for ensuring subcontractors are screened and will be able to complete the work in a manner that meets or exceeds the farm's expectations, as well as their legislated and industry requirements.

5.3 If any of the subcontractors listed below aren't available to do the work, the contractor must find a suitable replacement and get the owner's approval before that subcontractor starts working.

5.4 The contract doesn't create any legal relationship between the owner and any subcontractors, when the role of general contractor has been assigned.

5.5 If subcontractors will be present, they are identified as follows:

Company / Subcontractor Name:	Service Provided / Work Performed:
Company / Subcontractor Name:	Service Provided / Work Performed:
Company / Subcontractor Name:	Service Provided / Work Performed:
Company / Subcontractor Name:	Service Provided / Work Performed:

6.0 TIMING

6.1 Work will begin on or before **(YYYY-MM-DD)**.

6.2 The work must be mostly finished on or before **(YYYY-MM-DD)**. Mostly finished means that ...

6.3 The work must be finished on or before **(YYYY-MM-DD)**.

6.4 All deadlines in this contract are important. However, if the project is delayed and it's not the contractor's fault—and the delay couldn't have been reasonably predicted even with their best effort—it's considered an acceptable delay. Examples include things like strikes, material shortages, permit delays, fires, bad weather, problems caused by subcontractors (as long as the contractor didn't break the contract), delays from the owner in approving changes, incorrect information from the owner, or delays from tasks the owner is responsible for.

6.5 If there's an excusable delay, the owner will give the contractor extra time to finish the work. But if the delay isn't excusable or is caused by the contractor breaking the contract, the owner doesn't have to give more time. If a delay happens, the contractor must let the owner know as soon as possible, explain why, and give updated completion dates.

6.6 If the contractor can't start the work within the number of days listed in this section—and it's due to reasons beyond their control, like not being able to get a building permit—then either the contractor or the owner can cancel the contract by sending written notice to the other party's address listed in the contract. If that happens, the contractor only has to refund the money the owner already paid, minus any costs the contractor already covered that the owner agreed to and specified here: ...

7.0 HEALTH & SAFETY
7.1 The contractor will follow the farm's general site safety requirements and biohazard protocols as outlined in Appendix X of this contract.
7.2 The contractor will follow its own health and safety program, as it has been presented to the farm during the screening process.
7.3 The contractor's workers will meet or exceed the training and competency expectations outlined in Appendix X of this contract.
7.4 The contractor will meet its responsibilities as per Alberta's Occupational Health and Safety legislation as well as other applicable industry standards and best practices that relate to the work.
7.5 The farm will monitor the contractor and its work as outlined in Appendix X of this contract.
7.6 If safety issues are identified by the farm during the monitoring process, it will address these issues as outlined in Appendix X of this contract.
7.7 Following completion of the work, the contractor and its work will be evaluated as outlined in Appendix X of this contract.

8.0 TERMS OF PAYMENT
<i>(Take out what does not apply)</i>
8.1 Cost plus X% of the cost, plus GST. Payments will be due on a weekly/monthly/other basis or as outlined in the Payment Schedule.
8.1 Cost plus a fixed fee of \$X , plus GST. Payments will be due on a weekly/monthly/other basis or as outlined in the Payment Schedule.
8.1 A fixed amount of \$X , plus GST. Payments will be due on a weekly/monthly/other basis or as outlined in the Payment Schedule.

Continued on next page...

9.0 PAYMENT SCHEDULE			
9.1 The Owner will make payments to the Contractor, minus a X % holdback as follows in 9.2.			
9.2	<i>Amount</i>	<i>Payment</i>	<i>Holdback</i>
9.2.1 Signing of Contract	\$ _____	\$ _____	\$ _____
9.2.2 Start-up of Work	\$ _____	\$ _____	\$ _____
9.2.3 Upon completion of ...	\$ _____	\$ _____	\$ _____
9.2.4 Upon completion of ...	\$ _____	\$ _____	\$ _____
9.2.5 Upon completion of ...	\$ _____	\$ _____	\$ _____
9.2.4 When the Work is mostly finished, as described in 6.2	\$ _____	\$ _____	\$ _____
9.2.6 When the work is finished	\$ _____	\$ _____	\$ _____
9.2.7 X % hold back for X days after completion or until ...	\$ _____	\$ _____	\$ _____
9.3 Payment is due within X days of invoicing. Interest at a rate of X % per month, or the maximum rate permitted by law, whichever is less will be charged on unpaid invoices after the due date.			
9.4 All payments must follow the rules in this contract and any laws that apply.			
9.5 All payments must be made to the Contractor.			
9.6 No payments will be made to a subcontractor.			

10.0 CHANGES IN WORK
10.1 The owner can make changes to the work by adding, removing, or altering parts of it. If that happens, the contract and price will be updated to reflect the changes. Any changes must be written down in a Change Order Form and signed by both the owner and the contractor.
10.2 Additions will be calculated as follows: <i>(Delete the options below that do not apply)</i>
10.2.1 Material cost plus an hourly rate of \$ X .
10.2.1 Labour and material cost plus X %.
10.2.1 A lump sum agreed on in advance by both parties.
10.3 Additions are payable upon: <i>(Delete the options below that do not apply)</i>
10.3.1 Signing the change order.
10.3.1 Receiving an invoice based on the changes that were officially approved.
10.3.1 Finishing the work that was officially added or changed less a X % holdback in all cases.
10.4 Work/items removed will be charged on a cost less X % basis, and that amount will be taken off the next payment or refunded as appropriate.

11.0 STANDARDS OF WORK
11.1 The contractor agrees to provide all the workers, materials, and supervision needed to complete the job as described in the contract. The contractor promises to do the work carefully and professionally, following good standards and obeying all relevant codes and laws. The contractor will keep the site tidy and clean up during work. After the work is done, this will include removing all tools, materials, trash, and anything else related to the project.
11.2 The owner understands that there may be some inconvenience during the work, but the contractor will try to keep it to a minimum.

12.0 WARRANTY
12.1 The contractor will fix any problems caused by poor materials or workmanship at no cost to the owner, for a period of X years starting from the date of full completion.
12.2 The owner will give the contractor written notice of such defects within a reasonable amount of time, and any event within the warranty period.
12.3 Conditions limiting and/or affecting this warranty include...
12.4 The contractor will pass along any warranties from manufacturers or suppliers for the materials, products, or systems they provide under this contract.
12.5 The contractor is not responsible for any labour or materials that the owner or the owner's subcontractor's supply.
12.6 The contractor will take care to protect the work area, the owner's property, and any nearby properties from damage while doing the job.

13.0 INSURANCE
13.1 Before starting the job, the contractor agrees to get and pay for insurance that covers the work while it's being done. This includes general liability insurance of at least \$1,000,000 to cover any injuries or property damage caused by the contractor, their workers, or agents.
13.2 The contractor will also provide maintain, pay for, and when requested, provide proof of: • general liability insurance • vehicle liability insurance • contractor's equipment insurance • Workers Compensation Board (WCB) insurance
13.3 Any materials the contractor brings to the site for the job will be their responsibility until those materials are installed.

14.0 UTILITIES AND WASHROOM FACILITIES
14.1 The contractor and the owner agree on who will be responsible for providing utilities and facilities needed for the work and the workers. The details of who handles what will be clearly outlined.
14.2 Water will be ...
14.3 Electricity will be ...
14.4 Washroom facilities will be ...
14.5 ...

15.0 LIABILITY, PROTECTION, AND UNEXPECTED EVENTS 15.1 Each party shall indemnify, defend, and hold harmless the other party if something goes wrong because of their own actions. To clarify, this means if one party breaks the agreement or acts in a very careless, negligent, or intentional way, they are responsible for any resulting claims, losses, damages, or costs—including legal fees—and cannot hold the other party responsible. 15.2 Neither party is responsible for delays or failures caused by events they can’t reasonably control—like natural disasters (such as floods, fires, tornados, earthquakes), war, strikes, government actions, or pandemics. If this happens, the affected party must tell the other in writing and do what they reasonably can to reduce the impact and get back to work as soon as possible.
16.0 DEFAULT BY OWNER 16.1 If any of the following happens: • The owner doesn’t follow the contract and doesn’t fix the issue within a certain number of days after getting written notice from the contractor, • The owner goes bankrupt, assigns their assets to creditors, or has a receiver appointed, • The work is stopped by a court order, Then the contractor can stop working and consider the contract canceled right away. In that case, the contractor and owner will review the work done so far, and the contractor will be paid for the parts of the job that were completed before the issue occurred.
17.0 DEFAULT BY CONTRACTOR 17.1 If any of the following happens: • The contractor doesn’t follow the contract and doesn’t fix the issue within a set number of days after getting written notice from the owner, • The contractor goes bankrupt, assigns their assets to creditors, or has a receiver appointed, Then the owner can finish the job based on the original plans and specifications, as long as it’s done without unnecessary delay or cost. In this case, the contractor won’t receive any more payments under the contract. Once the work is finished, the owner and contractor will review the costs. If the remaining contract balance is more than the cost to finish the job, the contractor will be paid for the work completed before the issue. If the cost to finish is higher than the remaining balance, the contractor must pay the difference to the owner.

18.0 OTHER GENERAL STATEMENTS

18.1 Neither the contractor nor the owner can transfer this contract to someone else without getting written permission from the other party. That permission shouldn't be unfairly refused or delayed.

18.2 This contract follows the laws of Alberta, where the work is located. It replaces any previous agreements or communications. There are no other terms outside of what's written here.

18.3 The contractor confirms that nothing is currently preventing them from doing the work as agreed in this contract.

19.0 SIGNATURES

Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:

APPENDIX EXAMPLES

This part of the guide shows an example of a contract appendix that explains who is in control of the work site and what their responsibilities are.

Two examples are provided here:

- One for a Prime Contractor
- One for a General Contractor



RESOURCE

Remember, downloadable and customizable versions of these forms may be downloaded from the Resources page of AgSafe Alberta's website (www.agsafeab.ca).

Appendix Example 1: Prime Contractor

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

The **bold, blue text** indicates information that you will need to select what applies to you, delete, add on to, or in some other way customize that text.

1.0 GENERAL TERMS

1.1 In accordance with point 4.2 of the contract, **full name here**, has accepted the role of Prime Contractor.

The responsibilities of this role are as outlined in Alberta OHS legislation and which includes but are not limited to:

1.1.1 As far as is reasonable, putting a process in place to make sure Alberta health and safety laws are being followed at the work site, including a process for employers and workers to work together on health and safety.

1.1.2 Designating a coordinator, in writing, to help the employer and workers work together on health and safety, and to make sure there's a system in place to deal with the required health and safety issues.

1.1.2.1 Ensuring this person is suitably trained and competent to perform this role.

1.1.2.2 Ensuring this person has the necessary supports to perform this role effectively.

1.1.2.3 Taking reasonable measures to ensure this person is performing this role effectively.

1.1.3 Performing their own activities in a way that doesn't put anyone at risk because of hazards from or related to the work as far as is reasonable.

1.1.4 If an OHS law places a duty on an employer regarding equipment, site infrastructure, or an excavation, and that work is being designed, built, installed, or carried out by (or for) a Prime Contractor, then the Prime Contractor must meet that duty as if the law applied directly to them. This does not remove any other health and safety responsibilities from the employer or the Prime Contractor.

1.1.5 Making sure everyone on the work site knows about any hazards—both ones that exist now and ones that could develop—that could affect the health and safety of people.

1.1.6 Cooperating with anyone who is carrying out their health and safety duties under Alberta OHS legislation.

1.2 ...

1.2.1 ...

2.0 PRIOR TO STARTING WORK
2.1 The Prime Contractor will provide the name and contact information of the person the Prime Contractor has designated in writing to help the employer and workers work together on health and safety, and to make sure there's a system in place to deal with the required health and safety issues, as outlined in Part 1, section 10(7)(b) of the Alberta OHS Act.
2.2 The Prime Contractor will ensure that everyone at the work site is informed of their designation as the Prime Contractor. To achieve this, they will: 2.2.1 Post their name in an obvious place, as required by OHS legislation, with their contact information as per The Farm's requirements. 2.2.2 Directly contact and notify the other employers and contractors of their designation, as well as how they may be contacted. 2.2.3 Take any additional measure identified as being reasonable and necessary. 2.2.4 ...
2.3 The Prime Contractor will establish and maintain a process to ensure employers, workers, and others at the work-place comply with applicable Alberta OHS legislation. This will include: 2.3.1 Taking reasonable steps to ensure work site parties are informed of this process. 2.3.2 Having documentation provided to and/or readily available to work site parties to support their understanding of this process. 2.3.3 ...
2.4 The Prime Contractor will begin coordinating the activities of employers, workers, and all other work site parties, and continue to do so until the work is complete. 2.4.1 ...
2.5 ...

Continued on next page...

3.0 DESIGNATED COORDINATOR DUTIES

- 3.1 Coordinate all health and safety activities for the work.
- 3.2 Know who other work site party's supervisors and safety personnel are, as well as communicate and work with these individuals and other individuals to support the safe completion of the work.
- 3.3 Take reasonable measures to ensure all work site parties are informed of pre-existing hazards, hazards created by the work, and other hazards that develop.
- 3.4 Ensure reasonable measures are taken to eliminate or reduce hazards to a reasonable level.
- 3.5 Take reasonable measures to check that other work site parties are completing work safely and following Alberta OHS legislation.
- 3.6 Take reasonable measures to verify workers are trained and competent to perform the work.
- 3.7 Take reasonable measures to verify that written procedures have been developed for work and are being followed by the workers.
- 3.8 Develop and post a work site map (or more if necessary) showing:
 - 3.8.1 Where all employers and contractors are working.
 - 3.8.2 Location of primary first aiders and first aid supplies.
 - 3.8.3 Emergency transportation plan and supplies to transport injured workers.
 - 3.8.4 Muster point(s)
- 3.8.5 ...**
- 3.9 Ensure that incidents are reported to the farm in a timely manner, including investigation reports, hazard control measures, and other information relating to the incident – including any RCMP or OHS actions.
- 3.10 As appropriate, request confirmation from employers and contractors that serious incidents have been reported.
- 3.11 Ensure that work site safety meetings are occurring as necessary, and that appropriate documentation is kept.
- 3.12 Take reasonable measures to verify compliance with Alberta OHS legislation, as well as bylaws and other applicable standards for the purpose of ensuring the health and safety of workers and others who may be impacted by the work.
- 3.13 ...**

4.0 ADDITIONAL REQUIREMENTS**4.1 ...****5.0 ADDITIONAL CONDITIONS**

- 5.1 Any violation of Alberta OHS legislation by the Prime Contractor, any employer, any worker, or any other person involved in the work or any other person at the work site will be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate as per **The Farm's** contractor management program.

6.0 SIGNATURES

Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:

Appendix Example 2: General Contractor

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

The **bold, blue text** indicates information that you will need to select what applies to you, delete, add on to, or in some other way customize that text.

1.0 GENERAL TERMS	
1.1	In accordance with point 4.2 of the contract, full name here , has accepted the role of General Contractor. The responsibilities of this role are as outlined in Alberta OHS legislation and which includes but are not limited to: 1.1.1 As far as is reasonable, putting a process in place to make sure Alberta health and safety laws are being followed at the work site, including a process for employers and workers to work together on health and safety. 1.1.2 Designating a coordinator, in writing, to help the employer and workers work together on health and safety, and to make sure there's a system in place to deal with the required health and safety issues. 1.1.2.1 Ensuring this person is suitably trained and competent to perform this role. 1.1.2.2 Ensuring this person has the necessary supports to perform this role effectively. 1.1.2.3 Taking reasonable measures to ensure this person is performing this role effectively. 1.1.3 Performing their own activities in a way that doesn't put anyone at risk because of hazards from or related to the work as far as is reasonable. 1.1.4 Making sure everyone on the work site knows about any hazards—both ones that exist now and ones that could develop—that could affect the health and safety of people. 1.1.5 Cooperating with anyone who is carrying out their health and safety duties under Alberta OHS legislation.
1.2	...
1.2.1	...
2.0 PRIOR TO STARTING WORK	
2.1	The General Contractor will ensure that everyone at the work site is informed of their designation as the General Contractor. To achieve this, they will: 2.1.1 Directly contact and notify the other employers and contractors of their designation, as well as how they may be contacted. 2.1.2 Take any additional measure identified as being reasonable and necessary. 2.1.3 ...
2.2	The General Contractor will establish and maintain a process to ensure employers, workers, and others at the work site meet The Farm's safety expectations. This will include: 2.2.1 ...
2.3	The General Contractor will begin coordinating the activities of employers, workers, and all other work site parties, and continue to do so until the work is complete. 2.3.1 ...
2.4	...

3.0 DESIGNATED COORDINATOR DUTIES
3.1 Coordinate all health and safety activities for the work. 3.2 Know who other work site party's supervisors and safety personnel are, as well as communicate and work with these individuals and other individuals to support the safe completion of the work. 3.3 Take reasonable measures to ensure all work site parties are informed of pre-existing hazards, hazards created by the work, and other hazards that develop. 3.4 Ensure reasonable measures are taken to eliminate or reduce hazards to a reasonable level. 3.5 Take reasonable measures to check that other work site parties are completing work safely and following Alberta OHS legislation. 3.6 Take reasonable measures to verify workers are trained and competent to perform the work. 3.7 Take reasonable measures to verify that written procedures have been developed for work and are being followed by the workers. 3.8 Develop and post a work site map (or more if necessary) showing: 3.8.1 Where all employers and contractors are working. 3.8.2 Location of primary first aiders and first aid supplies. 3.8.3 Emergency transportation plan and supplies to transport injured workers. 3.8.4 Muster point(s) 3.8.5 ... 3.9 Ensure that incidents are reported to the farm in a timely manner, including investigation reports, hazard control measures, and other information relating to the incident – including any RCMP or OHS actions. 3.10 As appropriate, request confirmation from employers and contractors that serious incidents have been reported. 3.11 Ensure that work site safety meetings are occurring as necessary, and that appropriate documentation is kept. 3.12 Take reasonable measures to verify compliance with Alberta OHS legislation, as well as bylaws and other applicable standards for the purpose of ensuring the health and safety of workers and others who may be impacted by the work. 3.13 ...

4.0 ADDITIONAL REQUIREMENTS
4.1 ...

5.0 ADDITIONAL CONDITIONS
5.1 Any violation of Alberta OHS legislation by the Prime Contractor, any employer, any worker, or any other person involved in the work or any other person at the work site will be considered a breach of contract which may result in termination or suspension of the contract and/or any other actions deemed appropriate as per The Farm's contractor management program.

6.0 SIGNATURES		
Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:
Owner Signature:	Date:	Witness Signature:

TERMS

Binding contract: A legally enforceable agreement between two or more people that offers protection to everyone involved from things like confusion or disputes, such as those that can occur after a serious incident.

Buzzword: A word that is popular for a period of time, an important-sounding word often used to impress someone who may not have certain specialized knowledge and may or may not be a form of jargon.

Certificate of Recognition (COR): A certification program that recognizes employers who have developed health and safety management programs that meet standards set by the Province of Alberta. These programs are regularly evaluated by certified auditors to verify that standards are met and maintained.

Clause: A separate section or distinct part of a document, such as a contract.

Due diligence: Using the care, good judgment, and effort that a reasonable person would take in the same situation and before anything happens.

Force majeure clause: A written statement in a contract that talks about what happens if something unexpected and serious occurs—like a natural disaster or a pandemic that no one could have predicted or controlled. If it's written properly, this clause can let the people involved in the contract cancel it without getting into trouble.

Hold harmless clause: A written statement in a contract that decides ahead of time who will be responsible for certain risks and not hold the other party responsible if those risks (e.g., injury, loss, damage, etc.) occur in connection with the work.

Indemnity clause: A written statement in a contract that shifts risk (e.g., financial and legal risk) from one party to another and compensates the protected company for damages, losses, expenses, etc.

Jargon: Writing or talk that is meaningless, often vague, and/or that someone outside a particular group would not understand.

Vague: A word that means something is not clear, is uncertain, or its meaning is hard to understand because it doesn't give enough details.

Internal responsibility system (IRS): The foundational belief that all workplace parties are responsible for their health and safety and the health and safety of others.

A woman with dark hair tied back, wearing a green short-sleeved shirt and blue nitrile gloves, is gently touching the forehead of a brown horse. The horse is wearing a blue halter. They are outdoors in a grassy field with a wooden fence and trees in the background. A large green diagonal banner covers the bottom half of the image.

SECTION

5

Work Site Parties

When you hire a contractor, as a farm entity (e.g., corporation) and as an individual, and you give them any direction relating to their work, you become involved in that work. This means you take on some authority and responsibility for what they do. These obligations come from Alberta's OHS Act, particularly *Section 2 Purposes of this Act and the General Obligations* listed in Part 1 of the Alberta OHS Act; both of which are looked at more closely later in this part of the guide.

As you read about these work site parties, it is important to know that the farm or you as owner or manager, may also be looked at as being more than one of these depending on the situation and circumstances. For example, the farm could be viewed as all of the following work site parties and have the obligations assigned to them under OHS legislation: owner, employer, contracting employer, prime contractor and even supervisor. How someone can have multiple obligations is explained in more detail later in this section.

WORK SITE PARTY OBLIGATIONS UNDER THE OHS ACT

Employer

An employer is someone who is self-employed, who hires or uses workers (including workers from a temporary staffing agency), is appointed to act on behalf of an employer, or is a company director, officer or employee who is responsible for overseeing the health and safety of workers (Alberta King's Printer, 2025, s1(k)(i)-(iv)).

Every **employer** in Alberta is required to ensure, as far as reasonably practicable, the health, safety, and welfare of the people engaged in their work as well as those who could be affected by identifiable and controllable hazards originating from the farm's work (e.g., a neighbour or someone using the same public road that your workers are transporting hay bales on).

There are many responsibilities listed in the Alberta OHS Act under *Obligations of employers*. Some points to remember are:

- Workers must be supervised by someone **competent** and who understands Alberta OHS legislation.
- Workers need to be trained properly so that they can perform their work in a safe and healthy way.
- If workers raise health and safety concerns (including the health and safety committee or health and safety representative), that those concerns are dealt with in a timely way.
- That safety related information is easy for everyone to find and access (e.g., work site hazards and hazard controls, work practices, safety data sheets, Alberta OHS legislation, etc.).

(Alberta King's Printer, 2025, s.3(1)-(7))



IMPORTANT

Employers have many more obligations than the ones listed here. If you are an employer, it is essential that you understand and fulfill all of your responsibilities under Alberta OHS legislation. To do this, you can read the Part 1 *General Obligations* of the Alberta OHS Act, become familiar with the OHS Code, and use AgSafe Alberta's many resources.

Owner

The Alberta Occupational Health and Safety Act defines an **owner** as "...the person who is registered under the Land Titles Act as the owner of the land on which work is being carried out or may be carried out, or the person who enters into an agreement with the owner to be responsible for meeting the owner's obligations under this Act, the regulations and the OHS Code... (Alberta King's Printer, 2025, s.1(hh))."

In simpler terms, an owner is someone who is listed as the owner of the land where work is happening, or someone who formally agrees to take on the owner's legislated safety responsibilities. Important points to note include:

- If you own land, buildings, or other structures where work is happening, you must do everything you reasonably can to make sure these areas are safe and don't put workers or anyone else in danger.
- If you know about any hazards that are present or may develop on the land or in relation to the buildings or the land, you must tell everyone who is working there, including other employers, contractors, prime contractors, suppliers, and service providers.

**TIP**

Even if a contractor agrees to help obtain permits for the work that will be done, it is ultimately the owner's responsibility to ensure that those permits are actually in place.

Contractors

The term “**contractor**” is not defined in Alberta OHS legislation. However, it is a term that is commonly used to describe a “person” or business hired to do a job or task. The “person” can be a self-employed person, an independent contractor, or a company.

Contracting Employer

The Alberta Occupational Health and Safety Act uses the term **contracting employer**, and defines one as being a person, a group of people, or a partnership that through a contract, agreement, or ownership directs the work of one or more other employers at a work site.

(Alberta King's Printer, 2025, s.1(f))

Points to highlight include:

- When you hire a contractor, you are a contracting employer.
- A contracting employer who gives **direction** to another employer at a work site must do everything reasonable to ensure that employer is following Alberta OHS legislation. Alberta OHS legislation does not define the term “direction,” but the court system has made it clear: if you ask for or require the work to be done, you have given direction. You don't need to control the work or even be present at the work site for safety responsibilities to apply!
- A contracting employer must ensure that the owner, and anyone else working at the site (e.g., other employers, the prime contractor, suppliers, service providers, volunteers, or observers) know about any hazards that are present or could develop, especially if those hazards might affect them or others at the work site.

Service Providers

A **service provider** can be thought of as someone who:

- a. Provides support in relation to tasks or activities, or
- b. Organizes or mediates tasks or activities, or
- c. Delivers an activity.

By definition, a service provider is someone who delivers a specific type of expertise or support service, but wouldn't typically be performing hands-on work or directing the work of others. Examples of what service providers do can include things like facilitating training, performing testing, or giving advice.

While the definition of service provider in legislation seems relatively straightforward, how service providers are viewed when it comes to charges being laid under Alberta OHS legislation—and how those cases are handled in a courtroom—is not always so clear. In addition, sometimes the service being provided does require hands-on work and may carry a high level of risk.

Service providers are responsible for things like ensuring that:

- The services they provide follow Alberta OHS legislation.
- The services are provided by trained and competent workers.
- As far as reasonably practicable, that no one at or near the work site is put in danger as a result of the service provider's activity.

(Alberta King's Printer, 2025, s.7(1)-(2))

It is also important to remember that, like other work site party roles, the lines can become blurred and a service provider can take on additional work site roles and responsibilities. An example of this goes back to a serious incident that occurred in 2023, where the service provider was charged as:

- A supplier who failed to ensure the equipment they supplied was in safe operating condition.
- A service provider who failed to ensure that no person at or in the vicinity of the work site was put in danger by their activity.
- An employer who failed to ensure that equipment used at the work site was maintained, could safely perform the work it was designed for and was free from obvious defects.
- An employer who failed to ensure the equipment was operated, serviced, tested, maintained and repaired in accordance with the manufacturer's specifications or certified by a professional engineer.

("Savanna Drilling Corp. and Par Energy Services Inc.," n.d.)

Supervisors

A **supervisor** is a person who is in charge of a work site, work area, or has authority over a worker. Supervisors are responsible for doing everything they reasonably can to keep the workers under their supervision safe. This includes things like:

- Taking all necessary steps to protect the health and safety of the workers they supervise.
- Making sure workers follow Alberta OHS legislation.
- Telling workers about any hazards they know about or could reasonably expect in the area where the work is being done and what the hazard controls are.
- Reporting any unsafe actions or conditions at the work site to the employer.

(Alberta King's Printer, 2025, s.4)



DID YOU KNOW?

Whether someone is called a lead hand, foreman/forewoman, manager, senior technician, or something else, it is critical to remember that a supervisor is a supervisor, regardless of title. The key question is whether that person has a degree of control or authority over another worker—not only the farm's workers, but a contractor's workers as well!

Workers and Employees

The Alberta Occupational Health and Safety Act does not provide a definition for an **employee**, but it does define what a worker is. This is very important, as legislation is written in a way that requires you to be responsible for ensuring the health and safety of the workers involved in the work and is not limited to just your employees.

A **worker** is anyone doing a job or task, even if they're not getting paid, like volunteers. However, the Alberta OHS Act also states that this doesn't include certain people working specifically on farms or ranches, such as people doing farm or ranch work who aren't paid wages (as defined by employment law) for doing farm work, someone who has shares in (that is, owns a part of) the farm, or a family member (e.g., the farm owner, the farm owner's children, the farm owner's children's spouses, etc.).

(Alberta King's Printer, 2025, s.1(tt))

The previous paragraph may be confusing. While the legislation appears to exclude volunteers and family members on farms, this does not mean farms or the people performing work on it don't have to work safely and interpreting legislation in such a way is risky. Think of a farm that only has one paid worker and a couple of volunteers who work on it. If a volunteer is run over by a piece of equipment being operated by a family member, Alberta OHS could still become involved as the farm is a work site.

It is best to remember that everyone is responsible for safety: their safety, the safety of other workers, and the safety of anyone who may be affected by the work, as far as is reasonable. Set your farm and the people on it up for success by ensuring that everyone performing work is trained, competent, and understands the health and safety obligations assigned to them under the OHS Act.

Workers have health and safety obligations, such as:

- Keeping themselves and others safe at the work site.
- Working with their supervisor, employer, and others to help protect everyone's health and safety. This includes people working for other companies who may also be present at the work site, visitors, other people travelling on the same road farm workers are driving on, etc.
- Telling their supervisor or employer about something that is not safe or is harmful at the work site.

- Not performing a job or task without the right skills and training to do it safely, unless they are being **directly supervised** by someone who is trained and competent to perform the work.

(Alberta King's Printer, 2025, s.5 (1)-(2))

Temporary Staffing Agencies

A **temporary staffing agency** is a person or company that retains workers and then sends them to work for other businesses that need help for a short time. The term "retain" is used in OHS legislation, it means to involve, keep, or secure someone to perform work, even if they are not formally hired. For example, if a farm sends volunteers to help on another farm, that farm that sent them would now be considered a temporary staffing agency.

Things a temporary staffing agency must do include:

- Ensuring the worker being assigned to work on a farm is suitable; for example, they:
 - > Are medically and physically capable of performing the work.
 - > Have the necessary mental capacity to perform the work.
 - > The work to which they have been assigned matches their skills, training, and experience.
 - > If necessary, they have the right certifications.
 - > Can perform the task without putting themselves or anyone else at risk.
- Ensuring the worker is equipped with the necessary personal protective equipment before being sent to the farm or will be equipped before performing any work for the farm.
- Making certain that the farm is capable of ensuring the health and safety of the worker.

(Alberta King's Printer, 2025, s.11 (1)-(2))



IMPORTANT

Much of the work performed on farms is safety-sensitive, so ensuring the right workers are being sent to do the work is critical.

Prime Contractors

At the time of publication, construction work sites, oil and gas work sites, and work sites where a Director (someone appointed in accordance with the Public Service Act to administrate the Alberta OHS Act) designates one must have a **prime contractor** when there are two or more employers involved in work at that work site.

(Alberta King's Printer, 2025, s.10 (1))

According to the Alberta Occupational Health and Safety Act, the prime contractor is the person who is in control of the **work site**, or the person designated in writing by the person in

control of the work site to be the prime contractor. Key points include:

- If the person in control of the work site doesn't officially name someone as the prime contractor (like they're supposed to), then they automatically become the prime contractor themselves.
- These rules don't apply if the work site is someone's private home and they live there.
- If a work site isn't covered by the earlier rule, but there are two or more employers working there, the person in charge can still make a written agreement to name someone as the prime contractor—although as we discuss below, it might be better in such cases to have a “general contractor.”

(Alberta King's Printer, 2025, s.10(2)-(7))



IMPORTANT

- The requirement for a prime contractor would not directly apply to a farm, unless there is more than one employer and “construction work” is taking place, or a Director designates one.
- Only the party in control of the work site can assign the prime contractor.
- When a farm brings in a prime contractor, the farm is a contracting employer and typically, an owner as well.
- Even if a farm assigns an owner and prime contractor, the farm will still keep some very serious obligations as a contracting employer!

Understanding the Prime Contractor Role

Taking on the role of a prime contractor is not always as challenging as many people think, especially when the actual function of the role is better understood. Some responsibilities of a prime contractor include:

- Setting up a system or process to help ensure that everyone is following Alberta OHS legislation.
- Setting up a system or process to ensure employers and workers are working together to keep the work site healthy and safe for everyone.
- Designating a person in writing who will be responsible for making sure that employers and workers are in fact working together to keep the work site healthy and safe. This will include setting up a system to address the matters set out in Part 2 *Health and Safety Committees, Representatives and Programs*, section 13(6) of the Alberta OHS Act.
- Performing their own work in a way that keeps everyone as safe as reasonably practicable, so that no one is exposed to hazards relating back to their activities.
- If Alberta OHS legislation requires an employer to do something relating to their work activities, equipment or building, and these work activities are being performed by or on

behalf of the prime contractor, then the prime contractor must follow the rule as if it directly applied to them.

- Ensuring that the owner, employer, supplier, service provider, etc. on a work site is informed of the existing and potential work site hazards that may affect workers and others present at the work site.

(Alberta King's Printer, 2025, s.10(7)-(11))

Key Points to Remember About the Prime Contractor Role

- Even when there is a signed contract where someone agrees to be the prime contractor, it doesn't take away the farm's legislated health and safety obligations as an owner, employer, contracting employer, etc.
- If the farm maintains significant control over the work or the work site, it may still be considered the prime contractor in the event of an incident. Depending on the situation and certain factors, determining who the prime contractor is may be challenging, especially when work site roles and responsibilities have not been clearly defined in the contract or roles are not being followed as agreed on in the contract.
- OHS legislation states that the prime contractor is the person who is in control of the work site, it does not say that the prime contractor is in control of the work. The prime contractor's job is to essentially coordinate the parties present at the work site, to ensure that they are communicating as appropriate, and that the work is moving forward safely, in accordance with the legislation, and as planned.
- If the farm assigns someone to be the prime contractor who is not qualified or capable of being in this role, then the farm has not done its **due diligence** and is placing itself at significant risk.
- Assigning a prime contractor may seem simple, but if it isn't done properly, it is even easier to **invalidate** the assignment—in which case it would default back to the farm!

What to Think About before Taking on the Role of Prime Contractor

There are times when the farm may want to take on the role of prime contractor.

Before doing so, consider the following:

- Is the person who will be taking on this role of prime contractor on behalf of the farm suitable and capable of performing it well? If not, the farm should not take on the role of prime contractor.
- Will the farm be performing a small part of the work itself, but not have control over the work site and things such as who is coming and going, when certain tasks will be done, etc.? If so, the farm may not want to take on the role of prime contractor.
- If the project is relatively straightforward, all of the contractors involved have been screened, and everything indicates that the contractors involved are competent and do their job well, then the work should be expected to go well. In such an instance, the farm taking on the role and responsibilities of the prime contractor may be reasonable.

- If the project is large and complex, the farm may not have someone who has the experience and understands the work to be done to the necessary degree. When this occurs, the farm should not take on the role of prime contractor.

A Prime Contractor Assignment May Not Be Necessary on a Farm... But!

A prime contractor is only required when there are two or more employers, and the work site involves construction or oil and gas activities. However, Alberta OHS legislation can be read as encouraging the assignment of a prime contractor, even where one is not strictly required. In many situations, you can get the same level of coordination and safety oversight by assigning prime-contractor-type duties to a “**general contractor**,” without formally designating a “prime contractor.”

Why wouldn't you still just want to assign a “Prime Contractor”? Wouldn't that be simpler?

It might seem that way, but it's actually not, and creates an increased risk of liability! That's because when the role of prime contractor is formally assigned, all legislated OHS obligations tied to that role also apply. Alternatively, a general contractor (or similar role) can be designated and required to meet the same coordination and safety expectations—without formally triggering the prime contractor requirements.

This approach will still support the work being completed in a safe, coordinated way—as well as answer the question of “who is in control of the work site?”—but without introducing additional obligations or risk.



IMPORTANT

If a job requires a prime contractor by legislation (e.g., a construction project), a general contractor is not enough—only a prime contractor will do. A general contractor cannot replace a prime contractor.

A general contractor only makes sense when a prime contractor is not required, but coordination of the work site is still needed and someone needs to be in control of it.

YOU CAN'T SHARE CONTROL OF A WORK SITE

Before taking on or assigning control of the work site, the farm needs to carefully think about the work being done, along with the conditions at the site, to decide who is best suited to be in control of it. Sometimes this may be the farm; other times it could be a general contractor, and some work may require a prime contractor.

It is important to remember that only one party can be in control of a single work site at any given time. You cannot have multiple parties controlling the same work site, such as assigning the role of general contractor to two different contractors involved in the work.

If control is assigned to more than one party, control has not actually been assigned—and it automatically defaults back to the farm. The same applies to assigning a prime contractor: if more than one party is named as “prime,” then no one is truly prime, and that responsibility will also fall back on the farm.

That said, in some situations, there may be more than one work site on the same property. For example, the farm may keep control over general access areas (e.g., driveways or access roads), while the prime contractor has control over a very clearly defined construction area. When this is done, it is important that the boundaries of each work site are clearly identified and control is clearly assigned for each area.

MULTIPLE OBLIGATIONS

When a person has more than one function in respect to a work site, they need to meet the legislated obligations for each function. Section 12 of the Alberta OHS Act addresses a work site party having multiple obligations, or multiple functions. When used in the context of multiple obligations, a **function** means the specific duties or responsibilities of a prime contractor, owner, contracting employer, employer, supervisor, service provider, worker, or temporary staffing agency.

Even when two separate people or businesses have the same function, it does not mean either one is freed from their obligations.

Legislation also states that if a duty is imposed on an employer or worker, a self-employed person (independent contractor) must comply with that duty as far as is practicable.

(Alberta King’s Printer, 2025, s.12(1)-(4))

EMPLOYEE OR CONTRACTOR?

Calling someone a contractor does not make them one. It is common for some farmers to mistakenly think they can avoid labour law and other factors by calling everyone a contractor, but it is far from being that simple.

Let’s begin by better understanding the reason why health and safety legislation exists in the first place. The purpose of the Alberta OHS Act is to:

1. **Support workers** physical, mental, and social wellbeing.
2. **Prevent harm** from injuries, illnesses, and incidents at work.
3. **Protect workers** from anything at the work site that could hurt their health or safety.
4. **Ensure workers have important, basic rights**, such as:
 - a. The **right to know** about work related hazards and how to deal with them.
 - b. The **right to participate** in health and safety matters, including raising concerns about hazards at the work site.
 - c. The **right to refuse dangerous work**.
 - d. The **right to do all of this without being punished** for speaking up or following the rules.

(Alberta King’s Printer, 2025, s.2)



TIP

Keep in mind that there may be situations where an independent contractor can be looked at under OHS law as being a worker, so the farm will want to ensure that it is taking all reasonable steps to protect them and address their health and safety concerns appropriately.

Whether or not someone is a worker or a contractor comes down to many factors. Many of these are looked at in the table that follows.

Question	Employee	Contractor
Do they operate a business?	No.	Yes. Business owners should have: • Insurance (e.g., liability, WCB, etc.) • A GST number.
Who sets the hours of work?	The employer. Commonly works regular or set hours as directed.	The contractor. Generally, they set their own schedule.
How do they get paid?	Receives: • Hourly, weekly, or monthly wages, or • A salary, or • A commission payment.	Submits invoices. Payment reflects the terms of the contract, such as the full amount upon completion of the work or installments.
Does the person doing the work receive training from the person paying them?	Yes, this can include: • In-house training • On-the-job training • Third-party training that is paid for and provided by the employer.	No. A contractor will come to work already having the necessary training and will have paid for their own training.
Who directs the work activities (e.g., what tasks to do in what order)?	Their employer.	A contractor works independently and is responsible for their own work.
Does the person advertise their services?	No.	Yes.
Does the person have other clients and work other jobs?	No, though some people may work for more than one employer (e.g., two part-time jobs).	Yes. Most contractors will have several other clients and jobs.
Does the person provide quotes or estimates for the work to be done?	No.	Yes.
Who supplies the tools and equipment to perform the work?	The employer.	A contractor provides this themselves.
How closely are their duties connected to the purpose of the business or farming operation?	Very closely; they are a part of the farm's regular operations.	Not very closely; for example, they are contracted to perform a specific job once or maybe once a year to do the same thing (e.g., custom harvest crew).
Is there a contract or other written agreement where they agree to be a contractor and take on the work?	No. Employment agreements will state the person is an employee.	Yes. The contract will state that they agree to being a contractor and taking on the work.

**IMPORTANT**

By now, it should be clear that the farm cannot hire people as contractors (rather than as employees) thinking it will avoid OHS obligations.

THE FARM IS A WORK SITE

A farm is considered a work site under OHS legislation. This means that you have a legislated responsibility for the health and wellness of everyone at that work site... not just workers. Examples of others whose health and wellness you need to protect include:

- A neighbour hunting on your farmland with permission.
- Family friends who are visiting.
- Someone who is trespassing.
- First Responders (e.g., police, fire rescue, emergency medical services)

For charges to be laid against the farm or farm owner as a result of their breaking an OHS law, the Crown prosecutor must believe that doing so will be in the public interest and that there is a reasonable likelihood of a conviction. You should also be aware that the farm could be charged under the Occupiers Liability Act, which further highlights the importance of ensuring your farm is a safe place.

**DID YOU KNOW?**

A tractor hauling bales from the neighbours' farm, a farm truck used to get parts from town, and a grain truck driving to the seed cleaning plant are all considered work sites in legislation, and the farm's health and safety obligations apply to them as well!

MAKING SENSE OF IT

Example #1: Other employer's workers who are not engaged in the farm's work.

Who:

- A feed sales representative is visiting the farm. They may not be the farm's employee, but they are a worker of the feed company, and they are performing sales work for the feed company.
- A power company employee coming onto the farm to replace a meter.
- Members of the Canadian Food Inspection Agency on site to address a disease outbreak and/or be present for an emergency depopulation event.
- An Alberta OHS officer visits the farm following a complaint.

Would a contractor management program and contract be needed here?

- No

Explanation:

- No one here has been hired or contracted by the farm.
- These are workers who are not engaged in the farm's work but are still at the work site.
- At the most basic level, the people on the farm owe an obligation to protect themselves and these other employer's workers from hazards related to the farm's operations.
- The farm/farmer would have obligations as an owner, for example, that these workers have been made aware of potential or existing hazards in relation to the land, infrastructure, buildings, equipment, biohazards, etc. In these situations, you will want to have written hazard assessments completed.

Example #2: Other employer's workers who are engaged in the farm's work.

Who:

- The farm hires a custom harvest crew to work with their own workers and equipment to harvest the crop.
- The farm hires a company with its own workers to manually harvest crops.
- The farm hires a company with its own workers to catch free run chickens prior to processing.
- The farm hires a company with its own workers to perform depopulation services (e.g., whole barn gassing).
- The farm has a veterinary technician from the local veterinary clinic artificially inseminate a mare.

Would a contractor management program and contract be needed here?

- Yes

Explanation:

- The farm/farmer should have a system in place (i.e., contractor management program) to check that this business is qualified to perform the work and can complete the work safely.
- These people are workers who are engaged in the work of the farm.
- At the most basic level, the people on the farm owe an obligation to protect themselves and these other workers from hazards relating to the farm's operations.

- The company hired and its workers will need to be following Alberta OHS legislation (Note: how to do this can be a little complicated and is addressed in this guide by developing a farm-specific contractor management program).
- The company and its workers are aware of and understand the hazards they will or could potentially encounter.
- If the farmer/a farm team member is supervising the work to any degree, the farmer/farm team member fits within the definition of a supervisor and takes on some of these obligations.
- The farm/farmer would have obligations as an owner, for example, to ensure that the other employer's workers are made aware of potential or existing hazards in relation to the land, infrastructure, buildings, equipment, biohazards, etc.

Example #3: Service Providers and Independent Contractors.

Who:

- The farm hires a veterinarian with their own practice to come onto the farm to perform a c-section (caesarean section) on an animal.
- The farm hires a contract health and safety consultant to help with hazard assessments and perform a gap analysis on their health and safety program.
- The farm hires a first aid trainer with their own business to teach first aid to all of the people who work on the farm.

Would a contractor management program and contract be needed here?

- Yes

Explanation:

- The farm/farmer should have a system in place (i.e., contractor management program) to check that this business or person is qualified to perform the work and can complete the work safely.
- At the most basic level, the people on the farm owe an obligation to protect themselves and others (e.g., service providers and independent contractors) who may be affected by the farm's operations.
- The service provider or independent contractor needs to be aware of their own health and safety responsibilities and are following Alberta OHS legislation as it applies to them.
- The service provider or independent contractor needs to be aware of and understand the hazards they will or could potentially encounter.
- If the farm/a farm team member is supervising the work to any degree, the farm/farm team member fits the definition of a supervisor and takes on some of these obligations.

- The farm/farmer should have a system in place to check that this person is qualified to perform the work (e.g., contractor management program).
- The farm/farmer has obligations as an owner, for example, to ensure that these service providers or independent contractors are made aware of potential or existing hazards in relation to the land, infrastructure, buildings, equipment, biohazards, etc.

Example #4: Special situations involving other agencies.

Who:

- Fire services personnel are on the farm because a barn is on fire.
- Emergency medical services are on the farm because a family member had a heart attack while working cattle.
- Royal Canadian Mounted Police are on the farm because someone has stolen an all-terrain vehicle (ATV) from a nearby property, has cut a fence onto the farm and is hiding somewhere on the property.

Would a contractor management program and contract be needed here?

- No

Explanation:

- These individuals are workers not engaged in the farm's work but are still at the work site.
- At the most basic level, the people on the farm owe an obligation to protect themselves and these other workers from hazards relating to the farm's operations.
- The farm/farmer would have obligations as an owner, for example, to ensure that these workers are made aware of potential or existing hazards in relation to the land, infrastructure, buildings, equipment, biohazards, etc.

TERMS

Competent person: A person who is adequately qualified, suitably trained, has the necessary attitude, and has enough experience to safely perform work without or with only a minimal degree of supervision (adapted from Occupational Health and Safety Act, 2025, s.1(d)).

Contracting employer: A person, a group of people, or a partnership that through a contract, agreement, or ownership directs the work of one or more other employers at a work site (Alberta King's Printer, 2025, s.1(f)).

Contractor: A self-employed person or business who is hired to do a job or task. Someone who is self-employed may be called an independent contractor or a contractor.

Direct supervision: 1. A situation where a competent supervisor is within the sight and hearing of a worker or group of workers and their activities; this includes the supervisor regularly checking in, giving instruction, and checking the work being done.
2. Where a competent worker is personally and visually supervising a worker who is not competent and is able to communicate readily and clearly with the worker who is not competent (Alberta OHS Code, s.1).

Direction: A term often used in, but not defined by, Alberta OHS Legislation. Courts have found that by asking for or requiring work to be performed, that person has exercised sufficient control for applicable health and safety obligations to apply to them.

Due diligence: Using the care, good judgment, and effort that a reasonable person would take in the same situation and before anything happens.

Duty: A legal rule (i.e., obligation) that a person or business must follow.

Employee: A person who works for an employer, usually under the employer's direction, using the employer's tools, and being paid wages or a salary.

Employer: An employer is someone who: a. Works for themselves (self-employed), b. Hires or brings in one or more workers to do a job—including workers from a temp agency, c. Is chosen by the employer to speak or act on their behalf, or d. Is a manager or leader in a company who is responsible for making sure workers are safe on the job (Occupational Health and Safety Act, 2025, s.1(k)).

Function: In relation to the Alberta OHS Act and multiple obligations, a function means the specific role and duties or responsibilities of a prime contractor, owner, contracting employer, employer, supervisor, service provider, worker, or temporary staffing agency.

General contractor: A contractor who acts as the main point of contact and coordinator for a project.

Invalidate: To disprove, void, annul, negate or nullify something.

Owner: Someone who is listed as the owner of the land where work is happening, or someone who formally agrees to take on the owner's legislated safety responsibilities, such as the person leasing the land.

Prime contractor: The person who is in control of the work site, or the person designated in writing by the person in control of the work site to be the prime contractor (Occupational Health and Safety Act, 2025, s.1(II)).

Retain: As used in OHS legislation, it means to involve, keep, or secure someone to perform work, even if they are not formally hired.

Safety-Sensitive: A position held and work performed where a person's actions affect their safety and the safety of others. This includes positions and work where mistakes, poor performance, or inattention can cause serious incidents and require a high degree of competence.

Service provider: Someone who: a. Provides support in relation to tasks or activities, or b. Organizes or mediates tasks or activities, or c. Delivers an activity (Occupational Health and Safety Act, 2025, s.1(mm)).

Supervisor: A person who is in charge of a work site, work area, or has authority over a worker (Occupational Health and Safety Act, 2025, s.1(nn)).

Temporary staffing agency: A person or company that retains workers and then sends them to work for other businesses that need help for a short time.

Work site: A location where work is taking place, such as in a field, in a barn, or even in a pickup truck being used to pick up parts.

Worker: Anyone doing a job or task, even if they're not getting paid, like volunteers. However, this doesn't include certain people working specifically on farms or ranches, such as people doing farm or ranch work who aren't paid wages (as defined by employment law) for doing farm work, someone who has shares in (that is, owns a part of) the farm, or a family member (e.g., the farm owner, the farm owner's children, the farm owner's children's spouses, etc.) (Alberta King's Printer, 2025, s.1(tt)).

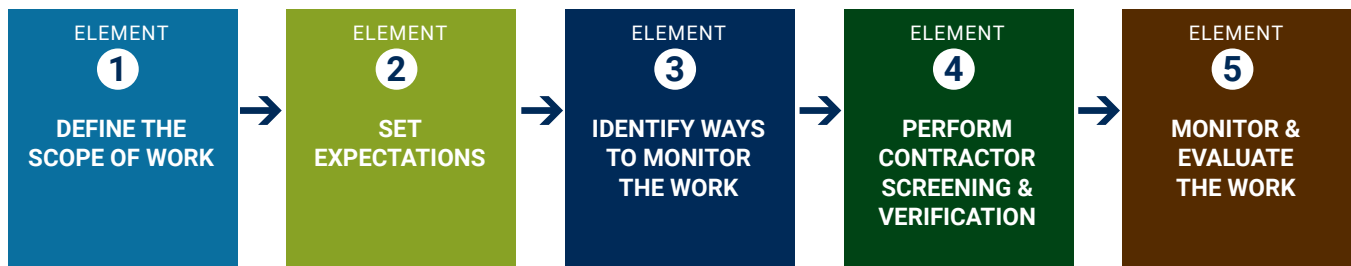
SECTION

6

Define the Scope of Work



From this point of the guide forward, we will look at the contractor management process. With this information, you can begin to develop a contractor management program for the farm or for specific work you are planning to do. We will follow the simplified flow chart below as we go along.



It may be helpful to think of the work to be done as a **project**, which is simply a task or job that someone plans to do. To define the **scope of work** means to create a clear, written description of the work to be done, outlining specific tasks, responsibilities, timelines, and deliverables for the project.

The basic approach to defining the scope of work presented here is a sound starting point, and it can be expanded on if the work to be done is very complex and/or high risk.

The scope of work is broken down as follows:

- The overall project and goals
- Specific jobs and tasks involved
- Hazards and risks associated with work to be done
- Required materials, tools, and equipment
- Possible limitations and challenges
- Timelines

WHY PLAN FOR SAFETY EARLY?

Placing hazard and risk identification as the third step may seem unusual compared to other project planning examples, but there are good reasons for it. Planning for health and safety early helps make it more than just a box to be checked; it becomes a key part of ensuring the work gets done safely and properly by lowering risks, saving money, avoiding delays, and most importantly, protecting people.

More specifically, this approach:

- Helps make sure safety laws are and will be followed before permits or contracts are signed.
- Can identify and remove some hazards completely.
- Helps to avoid stop-work orders, fines, or project delays due to non-compliances discovered late.
- Allows for safer tools or materials to be identified and chosen early, meaning they'll be used from the start rather than scrambling for safer replacements later on (e.g., after an order has been issued by OHS).
- Gives you time to think about and plan for training (e.g., a farm specific safety orientation).
- Supports you in finding reasonable ways to monitor safety before work begins.



TIP

Defining the scope of work thoughtfully will help the farm determine what type of contractor is needed in addition to what experience, equipment, and qualifications they should have.

HOW TO DEFINE THE SCOPE OF WORK

1. Describe the overall project and goals.

What you need to do:

To begin, you will need to explain why the project is being done and if appropriate, what problem it is trying to fix.

When setting project goals and objectives, the farm will want to use the **SMART** (Specific, Measurable, Achievable, Realistic, and Time Frame) guideline:

- a. **Specific.** This means clearly stating what is going to be done, why it is being done, and how it is going to be done. Ensuring the work is completed safely needs to be reflected here.
- b. **Measurable.** Measurable goals and objectives can be tracked using **metrics** or indicators against clear **benchmarks**. This means tracking goals and objectives using numbers or other clear signs of progress. When goals and objectives are measurable, it's easier to stay focused and make sure everyone is doing their part.
- c. **Achievable.** Can the project's goals and objectives be achieved using the available resources?
- d. **Realistic.** Can the goals and objectives still be achieved, even if problems arise (e.g., weather delays, equipment breakdowns, etc.)? Being realistic means that the work will still be completed safely and successfully, without cutting corners, or taking dangerous risks when there are issues.
- e. **Time frame.** Can the goals and objectives be met within the established time frame without working excessive hours, rushing, or again, taking dangerous risks?

2. List the specific jobs and tasks involved.

What you need to do:

- a. For this step, think of a **job** as the larger scope of work to be done and a **task** as a smaller part or step of that work. This list doesn't have to be extremely in-depth, but it should give you a good breakdown of the things that need to be done. You can download and use the Job and Task Worksheet available at agsafeab.ca to help you with this step.

3. Identify the hazards and risks associated with the work to be done.

What is written in this element will allow the farm to determine the risks it might face (e.g., from the work, services, materials, or equipment that the contractor provides), identify ways to address these risks appropriately, and help the farm set expectations in the next element.

Safety needs to be thought about at all stages of work, especially the planning stage. In addition, it is common for farms to want to complete some of the work themselves, as it can save money and the farm often already has the necessary tools and equipment. The approach outlined here will help the farm better understand what will be needed to do the work safely, what potential challenges may arise, and to better recognize the hazards and risks that will need to be addressed.

**IMPORTANT**

When the farm assigns a farm worker to tasks not directly related to the farming and ranching operation—such as sending a pen rider to assist with the pouring of a concrete pad for a new barn—the farm may be exposing itself to additional risk. This risk can come from such factors as the worker not being properly trained for the task, or from private insurance policies that only cover injuries related to a limited scope of work.

What you need to do:

- a. Create a hazard and risk assessment for each of the jobs and tasks that you have identified to the best of your ability (refer to the Alberta FarmSafe Plan Manual for more information on how to do this and visit the Resources page of AgSafe Alberta's website for customizable templates).

This step is critical as it will help you to:

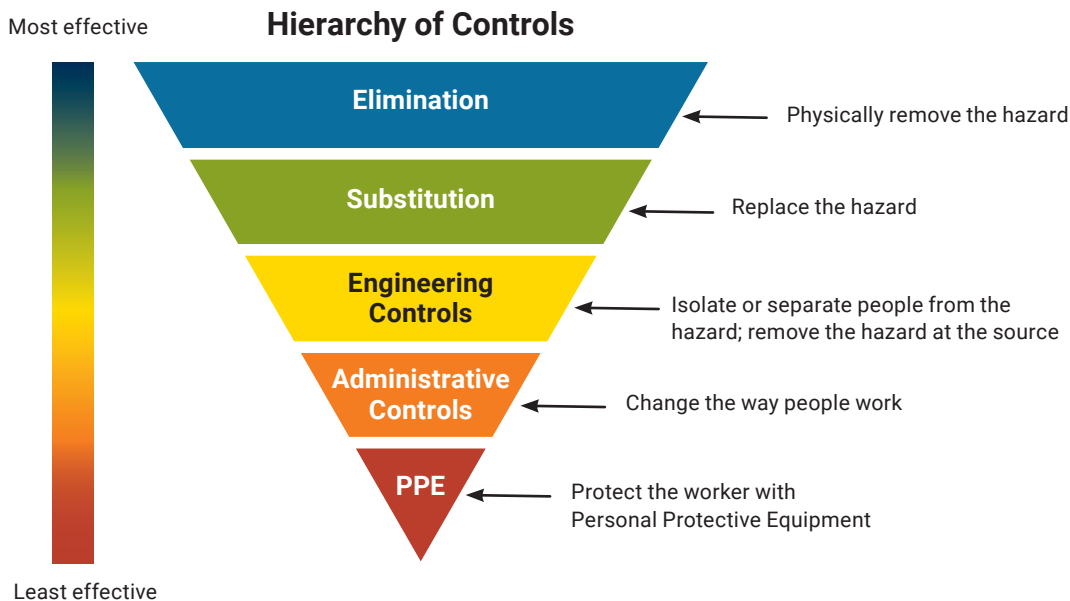
- Establish one part of due diligence, which is the amount of care, effort, and good judgment the farm is expected to show in a certain situation. This becomes very important should a serious incident occur (even if the incident involved one of the contractor's workers).
- Gain a better understanding of the work to be done and who needs to do it (e.g., maybe the farm was going to do excavation work but now realizes that work is beyond its capabilities to perform safely and well).
- Better recognize the type of contractor (e.g., someone with the right expertise, qualifications and resources), materials, tools, equipment, manpower, and timelines needed to perform the work safely.
- Identify additional limitations and challenges the project might face and take steps to mitigate (i.e., reduce the chance or severity) of them.

- b. Using the hazard and risk assessment(s) created, think carefully about the hazard control measures needed to eliminate or reduce each of these to a reasonable level.

Eliminating the hazard must always be seriously considered first—and it is often more possible than people realize. If a hazard cannot be eliminated, the **hierarchy of controls** should be applied in order, from the most effective to the least effective hazard control measures, as shown in the following image.

In many cases, more than one type of hazard control measure will be needed to reduce a hazard to a reasonable level. This is especially true when personal protective equipment (PPE) is involved. PPE does not reduce the hazard itself—it only limits or blocks a person's

exposure, and this is only true when the PPE is properly selected, fitted, and used. PPE should always be used in combination with other hazard control measures. Relying on PPE alone can result in serious health, safety, and business risks, especially in situations where the hazard could have been eliminated altogether.



EXAMPLE

The farm is building a barn. The hazard and risk assessment has identified that there will be work performed at heights. This means that the contractor hired by the farm will need to have procedures, plans, equipment and worker training that at minimum meet the requirements outlined in Part 9, *Fall protection* of the Alberta OHS Code. When and how the farm will get this information from the contractor is outlined in Section 8: Contractor Screening and Verification of this guide.

4. Identify the required materials, tools, and equipment.

What you need to do:

Using your hazard and risk assessments, begin making a list of the necessary materials, tools, and equipment based on your understanding of the work. Take your time and be thoughtful, as the benefits of this step include:

- Making an educated decision whether the farm truly has the capabilities to do the part(s) of the work that it planned to do on its own, if applicable.

- b. Identify the tools and equipment the contractor will likely need to perform the work the right way and safely.
- c. Identify materials and supplies needed to complete the work.



EXAMPLE

It's time to harvest, but it has been an unusually wet fall. The farm has its own combine, one truck, and it typically hires contract drivers with their own tandem axle trucks to assist. This year, the farm has identified hazards and risks relating to the wet conditions (e.g., higher chance of rollovers, more situations where vehicles can get stuck and need to be pulled out, etc.) and has decided one way to help prevent an incident and minimize risk is to hire a contractor who owns grain wagons with floater tires that are pulled by tractors instead.

5. Identify possible limitations and challenges.

What you need to do:

Refer to your hazard and risk assessment(s), but this time you will be thinking about the things that can slow work down, create challenges, or make it harder to finish the project in the way that it has been planned. You will likely have identified some of these things already.

- a. Think of things that the farm or contractor can do to prevent some of these limitations and challenges from happening.
- b. Are there things that the farm or contractor can do to make these limitations or challenges less impactful or problematic if they do happen?

Examples of things that can slow work down, create challenges, or make it harder to finish the project the way it has been planned can include:

- Time constraints
- Budget constraints
- Legislative constraints (e.g., Alberta OHS legislation may require specific things to be done or in place when certain tasks are performed)
- Availability of resources (e.g., materials, equipment, labour/manpower, etc.)
- Work location(s) (e.g., remote location or roads and bridges with weight limit restrictions)
- Weather (e.g., extreme heat/cold, storms, etc.)



REMINDER

Doing the right things, the right way will help to keep Alberta OHS Officers away. When Alberta OHS ends up at work sites due to a complaint or incident, an OHS officer has the authority to:

- **Issue compliance orders.** Think about how busy you are on the farm normally. Now think about receiving a compliance order that requires you to do some serious work... and the extension that you were granted is not as long as you had hoped for!
- **Issue stop use orders.** Imagine not being able to feed your animals and needing to make other arrangements because you received a stop use order on a piece of equipment.
- **Issue stop work orders.** Think about how hard it would be to get the job done if you legally cannot perform work at the work site!
- **Issue Director's orders.** What these look like and what you will need to do can vary a lot, depending on your farm's situation.
- **Seize equipment as part of an incident investigation...** which could take up to two years to get back. Imagine paying a loan on a piece of equipment you don't have and can't use. Sometimes, the equipment may need to be taken apart as part of an investigation, and when you get it back, it may not be in one piece.

These types of challenges can be avoided by ensuring that everything is being done safely.

6. Determine timelines.

What you need to do:

Again, refer to your hazard and risk assessment(s), keeping limitations, challenges, and most importantly, timelines in mind.

- a. Where has rushing been identified as a hazard and where does it increase the risk of something bad happening?
- b. Where has fatigue been identified as a hazard and where does it increase the risk of something bad happening?
- c. Material delays and equipment breakdowns can extend the timeline, and if these are not appropriately factored in as possibilities, longer work hours, rushing and cutting corners to get the work done significantly increase the chance of an incident occurring.

GET CLEAR ON THE RISK

Creating hazard and risk assessments for contractor screening and selection purposes helps the farm determine how much risk it might face from the work, services, materials, or equipment that contractors provide. Keep in mind that worker training and competency, work procedures, safe equipment, etc. are always required.

The hazard and risk assessment that you complete for contract services will look a little different from the ones you usually create for jobs and tasks performed on your farm. This is because the work may be unfamiliar and you might not have the right tools or equipment to do it yourself, which is why you’re hiring a contractor. These assessments don’t need to be perfect or highly detailed since you’re not an expert, but they should be clear enough to help you choose and hire the right contractor.



RESOURCE

To learn more about hazard and risk assessments in general, refer to Modules 2 and 3 of the Alberta FarmSafe Plan Manual and free, online Alberta FarmSafe Plan Learning Program.

RISK MATRIX EXAMPLE

Formula: Risk = Impact x Likelihood

Risk Rating: A number that represents the degree or level of risk associated with a job or task.

OUTCOME / IMPACT	5	5	10	15		
	4	4	8	12	16	
	3	3	6	9	12	15
	2	2	4	6	8	10
	1	1	2	3	4	5
		1	2	3	4	5
LIKELIHOOD						

Impact Explanation:

The **impact**, or severity of outcome, looks at how bad the consequences would be if something went wrong. The types of hazard controls in place will have an effect on the severity of the outcome. AgSafe Alberta scores severity on a scale of 1 to 5.

When reading the table below, remember these points:

- What one operation might consider a large financial loss might look different to another operation. It is essential that the farm identify these values for themselves.
- In this context, think of infrastructure as buildings, roads, road approaches, power lines, septic systems, etc.
- In terms of loss, it will also be helpful to define what a complete loss, significant loss or damage, moderate loss or damage and minimal loss or damage will be.

Outcome / Impact	Illness or injury to workers, family members and others	Financial impact to the farm or others	Impact on the environment	Impact on the farm's reputation	Damage to buildings, infrastructure or equipment
5—Catastrophic	Death or permanent disablement.	Loss of farm or greater than \$X.	Permanent or long-term damage to the environment.	No one (individual or group) will have dealings with the company.	Complete loss.
4—Major	Disabling injury with full recovery.	Less than \$X.	Medium-term damage to the environment.	A large amount of business may be lost.	Significant loss or damage.
3—Moderate	Medical treatment.	Under \$X.	Short-term damage to the environment.	A moderate amount of business may be lost.	Moderate loss or damage.
2—Minor	First aid not requiring medical follow-up.	Under \$X.	Minor damage to the environment or damage that is easily recovered from.	A small amount of business may be lost.	Minor loss or damage.
1—Negligible	Basic first aid (e.g., band aid applied, sliver pulled).	Under \$X.	Damage has occurred that will require very little or no effort to recover from.	No business will be lost.	Loss or damage that is so minimal, corrective efforts will not be needed.

Likelihood looks at how likely it is that the hazard and possible outcomes will occur. Think about the hazards involved, the equipment used, when the work is done (i.e., work performed in broad daylight will be safer than work performed at dusk when it is harder to see everything), etc. AgSafe Alberta uses a scale of 1 to 5 to score likelihood.

Score	Sample Likelihood Explanation
5	Highly likely, almost certain.
4	Likely, is expected to occur.
3	Moderate likelihood, could occur.
2	Unlikely, but could happen.
1	Rare, practically impossible. May occur but would be unexpected or could only occur in very unusual and unforeseeable circumstances.

POINTS TO REMEMBER ABOUT HIGH AND LOW RISK WORK

High risk work will require more planning and resources (e.g., specialized equipment) than low risk work. It will also often require the person or people performing the work to have specialized skills, expertise, and qualifications.

High Risk Work	Low Risk Work
If the risk was to occur, its impact on the people or work would be high	Even if the risk was to occur, its impact on the people or work would be low
Examples: • If an injury were to occur, it would require surgery, could be disabling or even fatal. • Significant delays that critically impact the overall timeline. • Large cost increases that threaten the work's completion. • A serious safety incident where the worksite could be frozen by Alberta OHS and key equipment may be seized for up to 2 years.	Examples: • If an injury were to occur it would not result in lost time. • Minor delays that don't affect the overall timeline. • Small cost increases that will be easily absorbed or were expected to occur and a contingency fund was set up. • Issues arise, but they are easily addressed (e.g., preferred supplier cannot deliver materials, but another supplier can).

TERMS

Benchmark: A standard point of reference that other things are compared to or measured against.

Hierarchy of controls: A framework used to eliminate or reduce workplace hazards in order of effectiveness, from most effective to least effective measures.

Impact: The severity of the outcome; impact looks at how bad the consequences would be if something went wrong.

Infrastructure: Important structures required for a community or business to function, such as buildings, roads, road approaches, power lines, septic systems, etc.

Job: The larger scope of work to be done, made up of multiple tasks.

Likelihood: How likely is it that the hazard and possible outcomes will occur.

Metrics: A way to track and assess performance or processes using measurable data, such as numbers or statistics that show results.

Project: A task or job that someone plans to do.

Task: A small part or step in a bigger job.

Risk matrix: A tool that provides a visual representation of the risk level by taking into consideration the severity and likelihood of the risk(s).

Risk rating: A number that represents the degree or level of risk associated with a job or task.

Scope of work: A clear, written description of the work to be done, outlining specific tasks, responsibilities, timelines, and deliverables for the project.



SECTION

7

Identify Ways to Monitor the Work

Contractors are responsible for working safely and supervising their own work, but the farm cannot simply hire a contractor and pay them when they finish the work with no other contact in between. Take a moment to think about how much could go wrong between the time the contractor starts the work to the time that it gets completed and you can easily see why you should *monitor the work*. Monitoring the work simply means to watch and check how the work is going to make sure everything is on track and being done in a way that meets the farm's safety expectations.

What will be monitored should be identified during the planning stage and be reflected in the contract. Planning how to effectively monitor the work combined with actually doing it is critical for due diligence reasons. During monitoring the farm will be assessing if the contractor is meeting the agreed upon terms or not through a type of *inspection*.



RESOURCE

Refer to Module 4: Inspections of the Alberta FarmSafe Plan Manual and the free, online AgSafe Alberta FarmSafe Plan Learning Program to learn more about the different types of inspections and how to perform them.

**TIP**

It is important not to confuse monitoring the work with being in control of the work.

Important points to remember about monitoring, or performing inspections, include that:

- Inspections and their findings should be documented in some way.
- High risk work will require more contact (e.g., more inspections) than low risk work.
- Inspections may need to occur more often when work begins, until the farm is satisfied with how things are being done, and after a near miss or incident has been reported.
- The main areas where work will be taking place and activities that are thought of as higher risk may require more inspections.
- Easy points of contact can be at the start and end of the workday, but you should also look in at other times to see what's really happening. People may act differently if they know an inspection is coming.
- Performing inspections helps make sure things are being done properly. For example, sometimes it can be obvious even to the average person that something is wrong, such as when someone is not trained or is not fit for work. Observing is important—not just for safety, but also to make sure the job gets done right.

How to Monitor Contractor Work

The farm will monitor and evaluate the work using the goals and objectives that were set early on in the scope of work. During the monitoring process, things to consider include:

- If the work is going as planned.
- If the contractor and their worker(s) can be observed working safely.
- If there have been any incidents or near misses.
- If there have been changes in personnel working on site, and if so, the farm should ask the contact person (e.g., prime contractor) how the contractor has managed this.

Common ways that contractor performance is monitored include:

- **General inspections:** General inspections would look at all of the things that you identify as wanting to monitor.
- **Focus inspections:** Focus inspections look at one or two specific areas of concern. Examples might include:
 - > **Random document checks** (e.g., hazard assessments, toolbox talks, safety meeting documentation) to verify that these are in fact occurring.

- > **Housekeeping checks** would look at if the work site is being kept clean and safe (e.g., no cords laying where someone could trip, no piles of cardboard near where someone might be welding, etc.).

**TIP**

The farm should make a rough schedule for what types of inspections will happen when and prepare forms or checklists to help carry out and keep track of those inspections.

MONITORING WORK USING KEY PERFORMANCE INDICATORS

Contractors should be evaluated using **key performance indicators** (KPIs) that the farm has decided on. Key performance indicators are things that show signs of progress towards a desired outcome or goal. Some safety related examples are provided below.

- **Training Compliance:** The farm could check that the contractor and their workers have completed mandatory safety training before starting work, such as site-specific orientations and hazard awareness. This can be achieved by randomly selecting a few of the contractor's workers names from a list and requesting verification of their training from the contractor.
- **Incident and Near-Miss Reporting:** The farm could track the number and type of incidents, injuries, and near misses that occur over the course of work. It could require that contractors report all incidents immediately to the farm and submit formal reports within a set time period (e.g., 72 hours).
- **Personal Protective Equipment Use and Equipment Safety:** The farm could monitor whether contractors consistently use required personal protective equipment (PPE) and operate equipment safely. It could look into the removal of unsafe or defective tools according to the contractor's health and safety program as it was presented in the screening process.
- **Site-Specific Hazard Awareness:** The farm could perform inspections that would focus on certain work site specific hazards, such as those relating to confined spaces, heights, and hazardous materials.
- **Audit and Inspection Results:** The farm could improve its inspections by using more detailed checklists and questionnaires to identify issues. It should then communicate these to the contractor and take additional steps as required.
- **Feedback and Corrective Actions:** The farm might track how often and how effectively the contractor responds to feedback.
- **External Best Practices:** There are many additional ways to monitor contractor safety that are commonly used in other industries. These KPIs include:
 - > **Total Recordable Incident Rate (TRIR):** This measures the number of recordable incidents per 100 full-time workers over a set period.

- > **Lost Time Injury Frequency Rate (LTIFR):** This tracks injuries that result in an injured worker's time away from work.
- > **Safety Induction Completion Rate:** This monitors whether all contractor personnel complete safety inductions within a defined timeframe (e.g., first week on-site).
- > **Near-Miss Reporting Rate:** This encourages proactive safety culture by tracking unplanned events that could have led to incidents.
- > **Regulatory Compliance Metrics:** These include the percentage of contractors who complete mandated certifications and the timeliness of incident reporting.

TERMS

Inspection: The act of inspecting something; checking something against an established standard.

Key performance indicators (KPIs): Main signs of progress towards a desired outcome or goal.

Monitor work: To watch and check how the work is going to make sure everything is on track; you compare what's being done to the original plan (e.g., the schedule, safety rules, and goals) to see if things are going well or if something needs to be fixed early.

Safety induction: A type of safety training done to prepare workers new to the company, job, or work site. It ensures workers understand the work to be done, their responsibilities, and the risks and hazards involved.



SECTION

8

Contractor Screening and Verification

Once you've defined the scope of work, set expectations, and planned how to monitor progress, you can start creating a contractor screening process. **Contractor screening** is a written process that asks important questions about the work and confirms that the contractor can do it safely and effectively. It verifies that the contractor is qualified before you enter into a contract. Make sure your screening process fits your farm's specific needs for the work being done.

Contractor screening lowers risk by:

- Identifying and not using contractors who are unsafe, unqualified, or high risk (e.g., use unskilled labour for complex work) in some way.
- Checking that contractors can meet what is required of them legally, which includes their OHS obligations.
- Helping ensure that the contractors hired are able to meet:
 - > The farm's established health and safety performance criteria.
 - > The contractor's own health and safety responsibilities under Alberta OHS legislation.
 - > Other important and relevant requirements that have been identified.
- Supporting the farm in ensuring *due diligence*, which is an important legal defence that can only be established by steps taken *before* something goes wrong.



RESOURCE

If the farm has not yet developed a contractor screening form, it should create one. The form should be tailored to the farm's specific needs and the work being performed, while remaining easy to update or expand for unusually complex or high-risk work.

A sample screening form can be found later in this section. You can also visit the Resources page of the AgSafe Alberta website for customizable contractor screening forms.



TIP

If you're still using a contractor management program or contract templates developed before 2022, they may not meet with current legislation and as a result, increase the farm's risk!

CHOOSING THE RIGHT CONTRACTOR: WHAT TO ASK FOR

This guide focuses mainly on the health and safety side of contractor management, but you should also review other information relating to the contract. What you review will depend on the work being done and the type of contractor needed.

For example, if you are looking for a local electrician to install two additional yard lights that the farm is supplying, it wouldn't make sense to ask the electrician for financial statements to prove that they can financially handle the work. On the other hand, if you are hiring a contractor to build a new dairy barn with advanced robotic milking and feeding systems and they will be responsible for getting all of the materials, you will likely need to make large deposits. In that case, asking for financial statements and supplier account verifications would be reasonable.

The following table will provide you with a list of documents to consider reviewing or asking questions about and why.

Document	Purpose	Information Obtained
Company profile	To get an overview of the company	• Its history and how long it has been in business. • Its mission and vision; does the work that they have been doing align with the work needing done? • Are safety and quality important to the company? • Company structure and size. Can it handle the work?
Client testimonials	Check past performance	• The types of work it has completed • Past customer satisfaction
Health and safety documents <i>Refer to the Contractor Screening Form at the end of this section for a more comprehensive list</i>	Check how serious the company is about safety and if they can meet responsibilities	• Health and safety program information • WCB premium rates Certificates (e.g., COR audit certificate) • Certain training certificates
Financial statements <i>Typically looked at for very large, costly projects</i>	Check financial stability	• Balance sheets, profit and loss reports, audit reports to ensure the company is financially stable and able to take on the work. • Letters from their suppliers and vendors verifying that they have accounts that are in good standing.
Resources / capacity documents	Check that the company has the resources and equipment to perform the work	• Equipment inventory • Manpower details • Manpower qualifications
Quality management documents	Check that the contractor has quality standards	• Quality management plans and processes • Quality management certifications
Legal documents	Check compliance	• Registrations • Licenses • Certificates • Bondable • Lawsuits

A CLOSER LOOK AT HEALTH, SAFETY, AND OTHER RISK RELATED CONSIDERATIONS

Workers Compensation Board—Alberta (WCB) Clearance Letters

A **clearance letter** shows whether a contractor has their own WCB coverage and are in good standing, or if they need to be covered as one of your workers. If they have their own coverage, the letter confirms that they've paid their WCB (Workers' Compensation Board) premiums, which means you're not responsible for them.



DID YOU KNOW?

If you do not get a clearance letter and the contractor has not paid their premiums, you may be liable for those premiums!

(Workers' Compensation Board—Alberta, 2025)

Clearance letters can be obtained online with or without a myWCB account. Visit <https://www.wcb.ab.ca/insurance-and-premiums/clearance-letters/> to get started.



TIP

Worker's Compensation Board—Alberta (WCB) coverage is a type of no-fault insurance that provides medical and return to work support, protection against lost income, and lawsuit protection. Like the private insurance farm employers can obtain, it does not cover OHS fines or penalties.

Being Bondable

A **surety bond** is a type of protection that helps the person hiring a contractor to avoid losing money if the contractor doesn't do the job or breaks the contract. It's like a promise that the contractor will do what they agreed to, and if they don't, the farm will be paid back. There are different types of bonds, and they take into account a contractor's character (reputation and trustworthiness), their ability to perform the duties as required, and if they have the financial strength and resources necessary to complete the work.

Common types of surety bonds are:

- Contract Surety Bond
- Commercial Surety Bond
- Labour and Material Payment Bond
- Performance Bond
- Court Surety Bond
- Bid Bond
- General Surety Bond

Insurance

Depending on the scope of work and type of contractor there are different types of insurance that may be required. This is not a comprehensive list, but it will provide the farm with an idea of what the contractor might need.

- **Workers Compensation Board—Alberta (WCB) Insurance**

This is a type of no-fault insurance that provides benefits for employees who are injured or become ill as a result of their work.

- **Commercial General Liability Insurance**

General liability insurance helps protect the insurance holder if someone gets hurt or if property is damaged because of an incident related to their work. It covers claims made by other people (third parties), but not the insurance holder's own employees.

- **Commercial Auto Insurance**

When a vehicle is used for business reasons (e.g., to transport materials, products, employees, or customers) and/or is registered in a company's name, it must be covered by commercial auto insurance. Note: Personal auto insurance is typically limited to personal use, such as travel from home to work.

- **Contractors' Equipment Insurance**

Contractors need their equipment to get the job done. This type of insurance can include tools, and cover things like theft, vandalism, fire damage, flood damage, other weather damage, equipment lost or damaged in transit, as well as direct physical damage.

- **Equipment Breakdown Insurance**

This type of insurance can cover the repair and replacement of equipment necessary for work, as well as costs related to work interruptions and additional expenses that result from equipment breaking down.

- **Builders Risk Insurance**

This type of insurance protects the building, materials, and fixtures in case they get damaged or are lost while construction is taking place.



Insurance, such as Worker's Compensation Board—Alberta (WCB) coverage and the types of insurance listed here will not cover OHS fines or penalties.

WHY YOU SHOULDN'T ASK FOR TOO MUCH INFORMATION

Your contractor screening form should ask relevant, important questions but not dive too deeply in the contractor's health and safety program or any other aspect of their operations. Consider the following:

- The contractor screening form is used to determine the contractor's suitability based on factors like their qualifications, experience, and by asking questions about how the contractor manages health and safety relating to the work that they do.
- The farm is not performing a highly detailed and in-depth audit of the contractor's procedures or health and safety program (note that even Certificate of Recognition, or COR Audits, don't ensure legislative compliance). The information that a farm requests during the screening process is used to confirm that the contractor has a health and safety program with reasonable measures in place to identify hazards, eliminate or control hazards, and respond appropriately to other safety issues if they arise.
- The farm is not expected to act as a trained, competent health and safety consultant trying to improve the contractor's health and safety program, and it should never attempt to.

APPROVED CONTRACTORS LIST

If your farm is a large, diversified operation where something is always happening and screening a contractor for every small job that comes along is not practical, you might want to develop some form of approved contractors list.

Exactly how this looks will vary from one farm to the next, but essentially it is a list of screened contractors that the farm can call upon as needed. Unlike a preferred vendor list, it is less exclusive and less formal (i.e., it is not a legal business agreement with terms and conditions between you and contractor).

If you do this, you will need to review your approved contractor list periodically and have contractors resubmit certain documents as needed (e.g., insurance certificates, WCB rates, COR certificates, confirmation that the company is on top of training workers and ensuring those who operate vehicles have valid driver's licenses, etc.). In this regard, periodically would not exceed one year and may be more often if found necessary (e.g., some types of certifications may expire before then, driver's abstracts can change for many reasons, etc.).

PRE-SCREENING CONTRACTORS BEFORE SCREENING FOR LARGE AND COMPLEX PROJECTS

On a very large or complex project where several contractors may be asked to bid, there should be a contractor pre-screening process followed by the more in-depth contractor screening that would accompany the contractor's bid. This process saves time by helping the farm (or prime contractor) to quickly identify and remove contractors who aren't qualified or capable before the contractor screening and bid phase.

Contractor Pre-Screening	Contractor Screening
• Preliminary assessment. • Done before contractors are invited to submit a bid. • Potential contractors are evaluated to determine if they meet the basic criteria set by the farm (basic qualifications and standards).	• Comprehensive evaluation. • Select contractors who have met the criteria required in the pre-screening process are invited to submit a bid. • These contractors are now subject to a more detailed evaluation of their ability to meet the specific criteria identified by the farm.

WHO SHOULD REVIEW THE CONTRACTOR SCREENING FORM AND DOCUMENTS

Having a qualified farm team member verify the information and documents submitted by the contractor during screening ensures the contractor is committed to health and safety, not just aware of it. This step also demonstrates the farm's compliance with legislated OHS requirements and strengthens its due diligence defense, helping protect the farm if something goes wrong.

The person checking the contractor screening form and documents should have enough experience and knowledge to understand the answers and review the paperwork properly. This person should also be able to:

- Recognize when clarification or additional information may be needed, and
- Identify when the information provided doesn't match what the farm requires.

VERIFICATION OF COMMONLY REQUESTED DOCUMENTS

Workers' Compensation Board–Alberta (WCB) Clearance Letters

A contractor may submit a copy of their **clearance letter** to the farm in print or electronically. If this occurs, the farm should still go online and get a copy directly from WCB as this will ensure that it is valid.

Certificates of Insurance

When the farm receives a copy of a certificate of insurance from the contractor, it should:

- **Check the dates.** It is important to ensure that the coverage period will cover the entire project timeline.
- **Check the types and limits.** Verify that is the right or expected type of coverage and that the dollar amount of the coverage will be enough for the project.
- **Check the contractor's name.** This may seem obvious but critically check the name. Make certain it is the contractor's legal business name on it!

If the person checking the information is in doubt about anything, they should contact the insurance company directly to confirm the information on the certificate. Additionally, the farm should ensure that the insurance agent or broker is legitimate.

References

Paying for a job that doesn't get completed properly can waste time and money that the farm can't afford to spare. Don't skip checking references! Ask clear, direct questions about how the contractor managed safety, if the work went smoothly, if the work done was of good quality, and if they would hire that contractor again.

Other Documents

Any other documents submitted by the contractor should be checked, and if necessary, verified by the issuing party (e.g., whoever issued the business license, trade organization, etc.).

- If the farm wants to learn what trade certificates are recognized in Alberta, what trade credentials are recognized in other countries, and how to verify a trade certificate, they should visit the **Apprenticeship and Industry Training Website**, Tradesecrets—Recognized Trade Certificates: <https://tradesecrets.alberta.ca/become-certified/recognized-trade-certificates/>.
- You can search an employer's OHS records online by visiting <https://extern.labour.alberta.ca/ohs-employer-search/occupational-health-safety/employer-records-search.asp>

WHEN A CONTRACTOR DOES NOT MEET EXPECTATIONS

If while reviewing the contractor screening form and submitted documents, you find that the contractor cannot meet the farm's expectations and/or its legislated OHS obligations, then the farm should not proceed with hiring them.

Hiring a contractor that you know is unqualified or lacks a proper safety program exposes your farm to serious and avoidable legal, financial, and operational risks, such as:

- If your work site has more than one employer present, the farm (as an owner and/or employer) will likely be viewed as party in control of the work site if a principal contractor or prime contractor has not been formally designated and accepted in writing.
- As the hiring party (as an owner and/or employer), you have duties to ensure the work site is safe. Knowingly hiring an unqualified contractor or one without a proper safety program can make you responsible for the hazards they introduce and any incidents that result. Courts and OHS officers can hold the hiring party accountable if they fail to exercise due diligence in their selection of contractor.
- As discussed on page 16, Alberta OHS violations carry significant fines and penalties. Knowingly using an unsafe contractor can be looked at as being a willful or even reckless disregard for safety and significantly increases this exposure. Should an OHS complaint be made, or a serious incident occur, the OHS officer investigating it will often look closely at the contractor screening and selection processes.
- As discussed on page 80, the farm needs to verify contractor WCB coverage through a clearance letter before work begins. If the contractor does not have a WCB account, is behind on payments, or is even misclassified, the farm can be held responsible for

premiums, unpaid claims, and injury costs. It is also possible for the injured worker of an unqualified contractor to file a WCB claim that gets charged back to the farm's WCB account if coverage gaps exist and in turn, this will raise your premiums!

- If you knew—or reasonably should have known—the contractor was unqualified or was lacking in how they manage health and safety, should an injury, fatality, or property damage occur, you could potentially face lawsuits from injured workers, their families, or third parties.
- Under the Occupier's Liability Act, as the occupier of the premises, you owe a duty of reasonable care to ensure the safety of others. Failing to properly screen and select contractors can be seen as a breach of this duty.
- ***Vicarious liability*** (a legal principle that holds employers responsible for the wrongful acts of their employees when those acts occur within the scope of their employment) generally would not apply, however, exceptions can be made (e.g., if the farm were to have a lot of control over the work) which could result in the farm being held responsible.
- Some insurance policies may exclude or deny coverage for known high-risk hires. It is important to fully understand what your insurance policies will and will not cover.
- If you knowingly hired an unqualified party and/or the contractor's insurance is found to be inadequate, expired, or excludes the work being performed, the farm could potentially be responsible for medical costs, damages, legal fees, etc.
- Unqualified work leads to defects, rework, schedule delays, and additional cost.
- A serious incident can damage your farm's reputation with neighbours, your workers, your commodity or agricultural group, and even with customers should you sell directly to the public.

Any contractors who do not meet the farm's expectations should be advised that they have not been awarded the work (or did not make it from the contractor pre-screening level to the contractor screening and bid level, if appropriate) and receive an appropriate amount of feedback as to why.

WHY CONTRACTORS SHOULD NOT SIMPLY “FOLLOW THE FARM’S SAFETY PROGRAM”

When a contractor doesn't meet expectations during the screening process, you may think the solution is simply to have the contractor follow the farm's own health and safety program developed for its workers... but this would typically be a big mistake.

Think about how long it takes to get your own workers comfortable with and consistently following your health and safety program—often months or even years. Expecting a contractor, their workers, and any subcontractors to fully understand and follow that same program after a brief handover is not realistic.

From a legal standpoint, this approach can also create significant risk. By having the contractor rely on the health and safety your program you developed for your own workers, you will be held to a higher standard than you would be if the contractor were following their own internal health and safety program. You would need to invest a lot of time and effort into

ensuring the contractor fully understands the program and is capable of following it.

It's also important to remember that your health and safety program is designed to reflect your specific operation, activities, and workers, rather than the work and crews of contractors.



IMPORTANT

A contractor should not follow the farm's full health and safety program; however, they must still follow the contractor management requirements within the program.

CONTRACTOR SCREENING & VERIFICATION

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

The **bold**, **blue** text indicates information that you will need to select what applies to you, delete, add on to, or in some other way customize that text.

General Information

Company Name:	Legal Name
Email	Telephone:
Address:	City/Town/County:
Province:	Postal Code:
GST No.:	Current Valid Business License:

Primary Contractor Contact:	Email:	Telephone:
Secondary Contractor Contact:	Email:	Telephone:
Contractor Health & Safety Contact:	Email:	Telephone:

Describe all of the work and/or services performed by the company.
Describe any specializations or technical capabilities.

Work History

List any major jobs or jobs related to this one completed within the last three years.

Customer:	Location:
Project size & cost:	Type of work/work completed:
What was the highest total number of people performing the work/involved in the work at one time (this includes service provider workers, contractor workers, sub-contractor workers, etc.)	

Customer:	Location:
Project size & cost:	Type of work/work completed:
What was the highest total number of people performing the work/involved in the work at one time (this includes service provider workers, contractor workers, sub-contractor workers, etc.)	

Customer:	Location:
Project size & cost:	Type of work/work completed:
What was the highest total number of people performing the work/involved in the work at one time (this includes service provider workers, contractor workers, sub-contractor workers, etc.)	

Health and Safety Information

Health and Safety Program	Yes	No
Does the company have a written health and safety program?		
When was the health and safety program last updated?		
How many workers does the company currently employ?		

Are the following elements addressed in the health and safety program?	Yes	No
Roles, responsibilities & accountabilities for managers, supervisors, and workers		
Hazard identification, assessment and control		
Management commitment and expectations		
Management qualifications and competence		
Supervisor and employee qualifications, competence, and training		
Health and safety orientation process		
Health and safety rights and responsibilities as per legislation		
Safety communications, including safety meetings		
Incident reporting and investigation		
Company safety rules		
Process for handling non-compliance with safety rules, programs, etc.		
Work site inspections process		
Emergency preparedness, management, and response		
Inspection and maintenance of tools, equipment, and vehicles		
Inspection, use, care, and limitations of personal protective equipment		
Prime contractor requirements		
If any of the above requirements have been marked as 'No,' please explain below or indicate if there is an explanation attached on a separate form.		

Hazard Assessments	Yes	No
Are hazard assessments being performed on all work sites as necessary?		
Do workers participate in the hazard assessment process?		
Do supervisors participate in the hazard assessment process?		
Are hazard control measures identified and put in place as soon as reasonably practicable?		
Are critical tasks performed identified within the company?		
If any of the above requirements have been marked as 'No,' please explain below or indicate if there is an explanation attached on a separate form.		

Personal Protection Equipment (PPE)	Yes	No
Does the company have a policy and/or program in place?		
Are employees made aware of your PPE policy/program?		
Do employees have access to basic PPE?		
Is specialized PPE available to workers when needed?		
Are employees trained and competent to use the PPE they will be using for the work?		
If any of the above requirements have been marked as 'No,' please explain below or indicate if there is an explanation attached on a separate form.		

Policies, procedures & safety rules	Yes	No	N/A
Do your workers have access to the Alberta OHS Act, Regulation & Code while at work sites?			
Are standard work procedures in place for safety critical tasks or potentially high hazard jobs and tasks?			
Do you have a written disciplinary action or non-compliance policy?			
Do you have written rules/practices/procedures for the following:			
a. Manual material handling?			
b. Confined space entry?			
c. Working at heights?			
d. Equipment safety devices?			
e. Powered mobile equipment?			
f. Workplace Hazardous Materials Information System (WHMIS)?			
g. Working alone?			
h. Workplace violence and harassment?			

Policies, procedures & safety rules	Yes	No	N/A
i. Fit for duty?			
j. Fatigue?			
k. Impairment?			
l. Alcohol, illegal drug, prescription drug & over the counter drug misuse?			
m. Respiratory protective equipment?			
n. Transportation of dangerous goods?			
o. Ground disturbance and excavation?			
p. Personal protective equipment?			
q. Working in extreme temperatures?			
r. Waste management?			
Other:			
Other:			
Other:			

Emergency preparedness and response	Yes	No
Do you take steps to be reasonably prepared for emergencies?		
Do you have emergency response plans?		

Training	Yes	No	N/A
Do you provide training to your supervisors on matters related to their work and role as a supervisor, such as health & safety, procedures, etc.?			
Do you ensure that supervisors are trained and competent?			
Do you provide training to your workers on matters related to their work, such as health & safety, procedures, etc.?			
Do you ensure that workers are trained and competent?			
Do you keep training records for your employees?			
Do you provide a new employee (or returning employee) orientation? If yes, does this program include:			
a. Legislated OHS Rights & Responsibilities?			
b. Workplace health and safety rules?			
c. Known hazards and how to deal with them?			
d. Safe work procedures and/or practices for the tasks they will be expected to do?			
e. Working alone procedures?			

Training	Yes	No	N/A
f. Personal protective equipment training; what to use, how to use it correctly, when to use it, where to find it, and who to go to if there is an issue?			
g. Who the trained first aiders are and where to find first aid supplies?			
h. What incidents (including near-misses) & work-related illnesses are, as well as how to report these?			
i. Emergency preparedness & procedures?			
j. Do you have a behavioural safety observation program?			

Operation of Vehicles & Equipment on Public Roads	Yes	No	N/A
Do you regularly ensure drivers/operators are competent (i.e., confirm their knowledge, training, skills and experience)?			
Do you regularly verify that drivers/operators have a clean drivers abstract, and a valid, appropriate driver's license?			
Do you have valid, appropriate insurance for the vehicles & equipment that will be operated on public roads?			
Do you ensure that vehicles & equipment are maintained and safe to be operated?			

Meetings	Yes	No	N/A
Do you hold regular safety meetings?			
Do you hold pre-job and/or tailgate/toolbox meetings?			

Investigation	Yes	No	N/A
Do you have an incident & work-related illness reporting system in place?			
Do you have a procedure to investigate, identify root causes, and put corrective actions in place?			
Do you follow up on incidents and corrective actions?			

Sub-contractor questions	Yes	No	N/A
If sub-contractors are hired, check 'Yes' and continue answering the questions in this section. If sub-contractors are not hired, check 'No' and mark each question that follows as 'N/A.'			
Do you verify sub-contractors have acceptable health and safety programs (including policies, procedures, inspection practices, etc.) in place and actively being used?			
Are sub-contractor qualifications checked, such as skill, training, competence, and experience?			
Are sub-contractor safety records checked?			

Sub-contractor questions	Yes	No	N/A
Are sub-contractors included in:			
a. Health & safety orientations?			
b. Safety meetings, tailgate/toolbox meetings?			
c. Kick off or pre-job meetings?			
d. Inspections?			
e. Incident reporting and investigations?			
Do you evaluate sub-contractor health and safety performance based on established criteria after each job?			

Continuous improvement	Yes	No	N/A
Do you track incidents, illnesses, and near misses for the purpose of making improvements?			
Do you perform periodic internal checks or audits of your safety program?			
Does a qualified external HSE Auditor or safety practitioner visit your work sites or review your safety documentation to measure its effectiveness?			

Supporting Documentation

Document submission			
Item No.	Required Documents	Not Applicable	Document Verified by the Farm (Initials of verifier)
1	This form has been completed in full.		
2	WCB Premium Rate Statement		
3	WCB Clearance Letter		
4	Comprehensive General Liability Certificate of Insurance		
5	Company Health & Safety Manual		
6	Two examples of completed hazard assessments (not from the same day or job)		
7	Sample of blank company Health & Safety Orientation Record		
8	Outline/summary/explanation of supervisor health & safety training program		
9	Outline/summary/explanation of worker health & safety training program		
10	Example of a completed work site inspection form		
11	Example of completed pre-use or daily inspection (e.g., powered mobile equipment)		
12	Certificate of Recognition (COR)		

Certification of Accuracy

Contractor Representative & Title:	Telephone:	Date:	Signature:
Contractor Safety Representative & Title:	Telephone:	Date:	Signature:

TERMS

Contractor screening: A written process performed to check and confirm a contractor has the necessary qualifications, experience, and reliability to perform specific tasks.

Surety bond: A type of protection that helps the person hiring a contractor to avoid losing money if the contractor doesn't do the job or breaks the contract; it's like a legal promise that the contractor will do what they agreed to, and if they don't, the farm will be paid back.

Clearance letter: A document that shows whether a contractor has their own WCB coverage and are in good standing (i.e., paid their premiums), or if they need to be covered as one of your workers.

Vicarious liability: A legal principle that holds employers responsible for the wrongful acts of their employees when those acts occur within the scope of their employment.



SECTION

9

Set Expectations

The expectations you set should be clear, as they will be reflected in the screening process and contract. The work you've done so far, especially your hazard and risk assessments, will inform and support these expectations.

Below are different types of expectations to think about and examples of how these might be written in a contract. As you read this, keep the following in mind:

- Your contract likely won't need everything listed here.
- When writing your expectations and thinking about how they may look in a contract, say what needs to be said in a short, simply written statement. When necessary, a sentence can be added directing the reader to a separate document (e.g., a short **appendix** added at the end of the contract).
- Remember that it is always recommended to get legal advice when writing or entering into a contract!

EXAMPLES OF EXPECTATIONS

Deliverables

Deliverables are unique, observable, confirmable results that must be produced by the work being one. The scope of work that you defined earlier will be used here.

Example:

"The contractor will complete the construction of a 30x60 shop building, beginning with site preparation and concrete foundation work, and continuing through to full completion of the structure."

This includes:

- *Pouring and finishing the concrete slab to specified dimensions and standards.*
- *Framing, roofing, and exterior finishing of the shop.*
- *Installation of doors, windows, and insulation.*
- *Electrical and lighting setup as per approved plans.*
- *Final inspection and cleanup of the site."*

Timeline and Deadlines

- **Key dates:** Set specific deadlines for each step. For example: *"Finish the concrete work for the shop's foundation by May 15, 2026."*
- **End date:** Decide when the whole project should be done by. For example: *"Everything must be complete by September 30, 2026."*
- **Delays:** If delays are encountered, decide how these should be addressed. For example: *"Notify John Smith of any delays as soon as reasonably possible, but no later than 24 hours after identification of the delay."*

Budget and Resources

- **Budget:** Make sure the total cost doesn't go over the approved amount. For example: *"Complete the work for the agreed upon amount of \$10,000."*
- **Who and what is needed:** List the people, tools, and materials required. For example: *"The contractor will be responsible for supplying the manpower, hand tools, and excavation equipment."*
- **Special rules or limits:** Think of any special considerations. For example: *"Any additional expense over \$1,000 needs approval first."*

Training and Certifications

- **General farm safety orientation.** It's recommended to develop and provide a general farm safety orientation tailored to your operation for anyone who will be visiting or working on it. Not everyone is familiar with the different types of farming operations, and things will always be different from one operation to the next. For example, *"Any worker, contractor, or visitor coming onto site must complete Meadow Muffin Farm's General Farm Safety Orientation prior to starting work."*
- **Trade-specific training and certifications.** Some work will need to be performed by people with specialized training and certification. For example, *"The Contractor will ensure electrical work performed is overseen by someone holding a Master Electrician Certificate issued by the Alberta Safety Codes Council."*
- **Supervisor competency and training.** If you are familiar with Alberta OHS legislation, you know that supervisors have their own health and safety responsibilities assigned them. You cannot assume that the contractor's employees are trained, including their

supervisors, and will want to address this in a reasonable way. For example, *“The contractor is responsible for ensuring their supervisors are trained, competent, and aware of Alberta OHS legislation as it applies to them and their workers. Verification of this training may be requested by Meadow Muffin Farm at any time and must be made available to the farm by the project manager as soon as reasonably possible, but no later than 24 hours after the request is made.”*

- **Safety specific training and certifications.** Reflect on the safety specific training needed, such as first aid, Workplace Hazardous Materials Information System (WHMIS) training, Transportation of Dangerous Goods (TDG) training, etc. For example, *“All workers located in the North Wing of the barn must have the necessary training to perform their work safely, including but not limited to current H₂S certification and gas monitor training. Verification of this training may be requested by Meadow Muffin Farm at any time and must be made available to the farm by the project manager as soon as reasonably possible, but no later than 24 hours after the request is made.”*
- **Job and task related training and certifications.** Think about the jobs and tasks being performed. Will any parts of it require entry into a confined space? Will any of the work be performed at a height? For example, *“All workers operating tractor-trailers and semi-trailers as identified in the scope of work must have the necessary training, including but not limited to a valid Class 1 Driver’s License, even if their role does not require them to drive on public roads.”*

Safety and Other Work Standards

Setting clear expectations when it comes to health and safety performance, as well as other work standards is critical.

- **Performance goals:** Here, the farm will need to define what “good” looks like. For example: *“Based on the project size and timeline, a minimum five (5) hazard identification reports are expected to be identified weekly and have corrective action items identified and in place within 24 hours of the report.”*
- **Safety meeting attendance:** Safety meetings (e.g., regular safety meetings, toolbox talks, pre-job meetings, etc.) are only effective when they are attended. For example, *“Safety meeting attendance will be documented with a required worker attendance rate of 95% attendance.”*
- **Follow the rules:** The work or project will need to meet legal and/or industry standards. For example: *“The Contractor will meet legal and industry standards by following the Contractor’s programs, policies, and procedures as presented during the screening process.”* Keep in mind that this statement won’t mean much if you have a weak contractor screening process.
- **Final check:** Decide how the farm will know that the work is done and has been completed properly. For example: *“Prior to the work being deemed as complete and the final payment being released, ABC Barn Inspections must sign off on the work as being satisfactory only after performing a complete inspection and test of key systems as outlined in Appendix D of the contract.”*

Communication and Reporting

- **Work Updates and/or Check-Ins:** Decide how work progress will be shared with you by the contractor. For example: *“The Contractor will meet in person with John Smith on Wednesdays and Fridays at 5 pm each week until the project's completion, or as otherwise agreed upon via email or text.”*
- **Hazard Communication:** Any hazards identified will need to be communicated to other work site parties promptly and effectively. In this example, Joe Smith is the farm owner, and he has decided to be the prime contractor for the construction of a relatively small feed storage shed: *“All hazards identified that may impact others at or near the work site will be immediately reported to Joe Smith, including the control measures taken. Joe Smith will share the information with the other work site parties in a timely manner.”*

Risk Management

- **Hazard Identification and Control:** How will hazards be identified and controlled before work begins and during the course of work? For example: *“The Contractor will perform written hazard assessments prior to starting work for the day, when changing tasks, when conditions change, and when deemed necessary in accordance with Alberta OHS legislation. These hazard assessments will be made available to a farm representative upon request as part of the monitoring process.”*
- **Monitoring:** Once work begins, the farm cannot assume that everything will go well; it will need to identify ways to monitor the work without overstepping. For example: *“As part of its ongoing contractor management program, Farm representatives will perform scheduled and unscheduled work site reviews, safety audits, or walkthroughs to observe work practices during the course of work.”*
- **Be prepared:** Sometimes things go wrong, and you will want to be ready for when something does. For example: *“Safety performance issues will be addressed according to the process outlined in Appendix X of this contract.”* You might then include a decision tree similar to the one presented on page 99 of this guide with a short procedure.

Roles and Responsibilities

- **Who does what:** Assign responsibilities clearly. For example: *“The farm will ensure that the land and buildings where work is happening will be kept in a condition that is safe for workers and the work to be performed.”*
- **Who's accountable:** Make sure each party knows what they're responsible for. For example: *“The Contractor will provide all necessary labor, materials, equipment, and tools to complete the project.”*

**TIP**

Refer back to Section 5: Work Site Parties of this guide to review work site party roles and responsibilities.

Change Management

- **Decide how changes will be handled:** Set a process for making changes. For example, it could be as simple as: *"All change requests must be written and approved by the farm."*

WHEN EXPECTATIONS ARE NOT MET: PLAN FOR HOW TO HANDLE SAFETY PERFORMANCE ISSUES

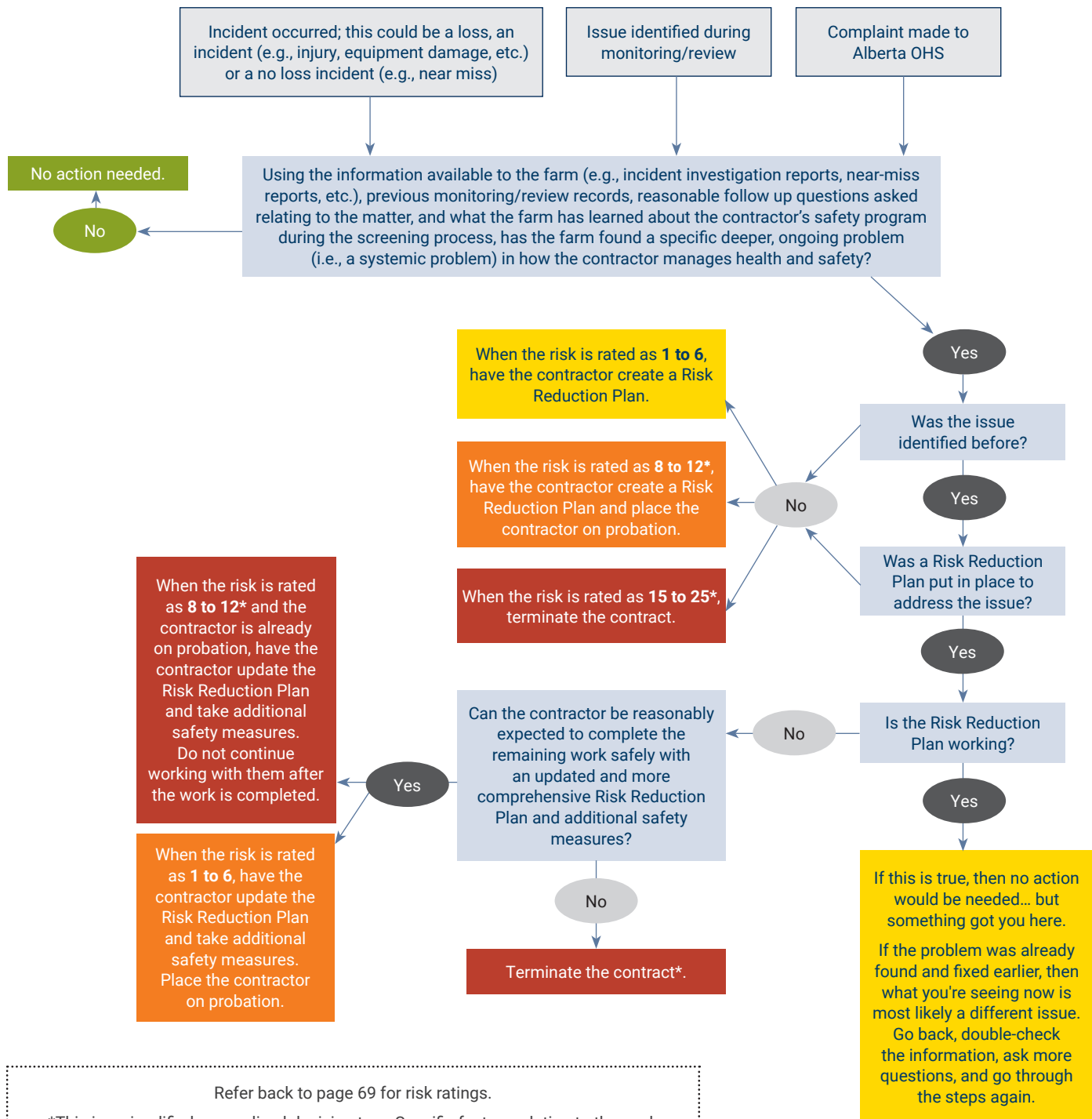
Before hiring a contractor, you should have a plan and process in place to deal with health and safety related performance issues should any be identified. The contractor will need to be aware of this plan and process, and it should be reflected somewhere in the contract (e.g., a statement in the contract that directs the reader to a process described in an appendix).

What follows is a simple decision tree to guide you. This approach is based on due diligence, stays consistent, but is also flexible enough to address many different situations.

Just remember, you should always keep good records should anything get called into question. Benefits of this type of approach include:

- Helping you make better choices when dealing with safety problems.
- Supporting overall health and safety.
- Supporting a due diligence defense, if one is ever needed.
- It ensures that contractors are treated fairly and know what's expected of them.

DECISION TREE FOR ADDRESSING CONTRACTOR SAFETY PERFORMANCE ISSUES



WHAT IS A RISK REDUCTION PLAN?

A **risk reduction plan** can be thought of as a type of **corrective action plan** that outlines how the contractor plans on addressing a specific risk or risks. Exactly how it might look will vary based on the issue to be addressed, the size and type of project, and the type of contractor (e.g., those who perform work for other industries might have more comprehensive risk reduction plans than the average small employer). Just remember, a lot of big words on multiple sheets of paper doesn't necessarily make something better... especially if the actions listed don't get acted on. In most cases, short and to the point risk reduction plans (e.g. one to two pages) should be enough.

Basic things that you can expect to see in a risk reduction plan include:

- The risk being addressed stated clearly.
- An updated or new hazard and risk assessment.
- The action(s) that have been taken so far, and those that are still going to be taken, including the individuals responsible for the actions and when the actions will be completed by.
- How the risk being addressed and the corrective actions will be monitored and reviewed (e.g., the frequency of the monitoring/review methods identified and how they will be documented) by the contractor to ensure that the right things are happening when they should be and that they are working.

What the farm is looking to do when it receives a risk reduction plan from the contractor is to:

- Ensure that the contractor has a reasonable plan in place to address the issue.
 - > Non-specific corrective actions like “We will do better going forward” would not be considered part of a reasonable plan.
- While performing reviews as part of the monitoring process, periodically check that:
 - > The risk reduction plan is being followed (e.g., if the risk reduction plan stated a new ladder was going to be purchased and brought to site, you might confirm that it has been).
 - > What is being done is working (e.g., ask the contractor if there have been similar incidents—these can be loss incidents or no loss incidents/near misses) and document that it was asked as well as the response.

RISK REDUCTION PLAN EXAMPLE

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

Project Name / Work Description: ...	
Project Location / Work Area: ...	Contractor / Project Manager ...
Date Prepared: ...	Contact / Project Manager Telephone: ...
Review Frequency: ...	Version: ...

Risk Matrix Used Attached (Required): ...	Updated or New Hazard & Risk Assessment(s) Attached: ...	Other Item(s) Attached: ...
--	---	--------------------------------

1.0 RISK(S) BEING ADDRESSED IN THIS PLAN				
#	Risk Description	Risk Category	Likelihood	Impact/Severity
R1.0				
R2.0				
R3.0				

2.0 RISK ELIMINATION* & RESPONSIBILITIES *This may not always be possible but should be seriously considered first.			
#	Risk Elimination Description	Person Responsible	Target Completion Date or Frequency
R1.1			
R1.2			
R2.1			
R3.1			

3.0 RISK CONTROLS & RESPONSIBILITIES			
#	Risk Control Description	Person Responsible	Target Completion Date or Frequency
R1.1			
R1.2			
R2.1			
R3.1			

4.0 COMMUNICATION PLAN		
#	How and When Progress or Completion Will Be Communicated to the Farm	Person Responsible
R1.1		
R1.2		
R2.1		
R3.1		

5.0 SUBMITTED BY		
Print Name	Signature:	Date:

6.0 ACCEPTED BY		
Print Name	Signature:	Date:

CONTRACTOR SAFETY EXPECTATIONS TOOLKIT

This toolkit is not a complete list of expectations, and it does not include everything that may be covered in this guide.

This part of the guide is meant to:

- Provide examples of contractor expectations, where those expectations are introduced, how you can find out if the contractor should be able to meet these expectations, and how you might monitor the work to see if expectations are being met. Note that some examples are very basic, while others might only be required by more complex or high-risk work (e.g., performing repairs in a manure pit or mass depopulating livestock).
- Help guide your thinking as you continue to develop a contractor management program—and the supporting elements of one—that meets the needs of your specific operation and the work to be done.
- Show examples of how these expectations might be captured in a contract, which can be viewed at the end of this section.

**IMPORTANT**

This document is for information purposes only. It is always recommended to seek legal advice before entering a contract.

Screening Question (Set Expectations)	Screening Process (Can Expectations Be Met?)	Contract (Formalize Expectations)	Monitoring Process (Check That Expectations Are Being Met)
Does your company have at minimum one person trained in incident investigation?	Ask the contractor to explain their training process (ideally, this would be a written training plan), provide a training matrix, and how or when they will be involved in an investigation.	<i>Refer to clauses 1.2 & 1.5</i>	During the monitoring process, if an incident occurs, verify that the person (or a person) who has been trained in incident investigation is there or was there for the investigation (e.g., site visit records, preliminary investigation reports, etc.). Ask the worker(s) about it if appropriate.
Do you keep first aid records?	Ask the contractor to explain how they do keep first aid records at the work site. Ask for a copy of the form they use to record when first aid is provided.	<i>Refer to clauses 1.2 & 1.5</i>	During the monitoring process, ask to see a copy of a completed first aid record without any identifying information (e.g., the worker's name has been removed). If they have not needed to complete one yet, ask to see the form(s) they fill out when first aid is provided. Ask the worker(s) about it if appropriate.
Do you hold and record regular safety meetings at the work site?	Ask the contractor to explain how they do this and to provide an example of how they record this (e.g., a blank form).	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, ask to see copies of their safety meeting minutes. Note if the meetings are occurring as often as was indicated in the screening process. Ask the worker(s) about it if appropriate.
Do you hold and record toolbox talks or pre-task meetings at the work site?	Ask the contractor to explain how they do this and to provide an example of how they record this (e.g., a blank form).	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, ask to see copies of their toolbox talk or pre-task record. Note if the toolbox talks or pre-task meetings are occurring as often as was indicated in the screening process. Ask the worker(s) about it if appropriate.
Does your company have a written pre-job planning process where it identifies hazards and ways in which it will control them?	Ask the contractor to provide a copy of this process (ideally, this would be a written procedure or plan).	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, reference the contractor's planning process and ask to see some of the documents referenced in it (e.g., hazard and risk assessments from the pre-planning stage). Ask the worker(s) about it if appropriate.

Screening Question (Set Expectations)	Screening Process (Can Expectations Be Met?)	Contract (Formalize Expectations)	Monitoring Process (Check That Expectations Are Being Met)
Does your company meet or exceed the minimum number of first aiders at the work site?	Ask the contractor to explain how they do this and to provide a list of their certified first aiders.	<i>Refer to clauses 1.2, 1.4, & 1.5</i>	During the monitoring process, find out how many workers are on site and who the certified first aider is/certified first aiders are. Ask the worker(s) about it if appropriate.
Are your workers familiar with your company's emergency response plans?	Ask the contractor to explain how workers are made familiar with their emergency response plans and include how they record this training.	<i>Refer to clauses 1.2, 1.3, & 1.5</i>	During the monitoring process, ask a worker where the muster point is and what the procedure would be in a specific emergency (e.g., someone has a heart attack on site). Ask the worker(s) about it if appropriate.
Does your company conduct work site inspections?	Ask the contractor to provide a copy of this process (including how often inspections are performed) and to provide a copy of the inspection form they use.	<i>Refer to clauses 1.2, 1.3, & 1.5</i>	During the monitoring process, ask to see completed work site inspections and verify that they are occurring as indicated during the screening process. Ask the worker(s) about it if appropriate.
Are the people who perform site inspections trained to do so?	Ask the contractor to explain their training process (ideally, this would be a written training plan), provide a training matrix, blank training forms, etc.	<i>Refer to clauses 1.2, 1.3, & 1.5</i>	During the monitoring process, ask to see the inspection training records for the person or people who performed it. Ask the worker(s) about it if appropriate.
Does your company perform hazard and risk assessments?	Ask the contractor to provide a copy of this process (including when they are performed) and to provide a copy of the hazard and risk assessment form(s) they use.	<i>Refer to clauses 1.2, 1.3, & 1.5</i>	During the monitoring process, ask to see completed hazard and risk assessments and verify that they are occurring as indicated during the screening process. Ask the worker(s) about it if appropriate.
Are workers trained to perform hazard and risk assessments?	Ask the contractor to explain their training process (ideally, this would be a written training plan) for hazard and risk assessments, provide a training matrix, blank training forms, etc.	<i>Refer to clauses 1.2, 1.3, 1.5, & 1.6</i>	During the monitoring process, select a random hazard and risk assessment and ask for the training records for the person or people who performed the hazard and risk assessment. Ask the worker(s) about it if appropriate.
Does your company pre-inspect equipment for defects or other issues prior to use?	Ask the contractor to provide a copy of this process and a blank inspection form.	<i>Refer to clauses 1.2, 1.3, & 1.5</i>	During the monitoring process, ask to see a completed inspection for a piece of equipment being used that day. Ask the worker(s) about it if appropriate.

Screening Question (Set Expectations)	Screening Process (Can Expectations Be Met?)	Contract (Formalize Expectations)	Monitoring Process (Check That Expectations Are Being Met)
Are your workers familiar with the manufacturer's specifications for the equipment they are operating? Do they have a copy readily available for their reference?	Ask the contractor to list the equipment and manufacturer's specifications, and how these specifications are made readily available to the workers.	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, ask the worker(s) about their familiarity with the manufacturer's specifications, how they would access them and even ask to see a copy.
Do you take steps to ensure subcontractors have their own acceptable health and safety program in place and that it is actively being used?	Ask the contractor to provide a copy of their subcontractor screening form and ask them to explain their screening process.	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, observe the subcontractors / subcontractor's worker(s). Ask the subcontractor's worker(s) questions about the subcontractors health and safety program that would be relevant to the work they are doing.
Do you evaluate the ability of the subcontractors you hire to comply with applicable health and safety requirements?	Ask the contractor to provide a copy of their subcontractor screening form and ask them to explain how they evaluate a subcontractors ability to comply with applicable health and safety requirements.	<i>Refer to clauses 1.3 & 1.5</i>	During the monitoring process, observe the subcontractors / subcontractor's worker(s). Ask the subcontractor's worker(s) questions about health and safety that would be relevant to the work they are doing.
Does your company have a fall protection program?	Ask the contractor to provide a copy of this written program.	<i>Refer to clauses 1.2, 1.3, 1.5, & 1.6</i>	During the monitoring process, look for an attendant, permit, rescue plan & equipment, etc. Ask the worker(s) about it if appropriate.
Does your company have a confined space program?	Ask the contractor to provide a copy of this written program.	<i>Refer to clauses 1.2, 1.3, 1.5, & 1.6</i>	During the monitoring process, look for an attendant, permit, and rescue equipment. Ask the worker(s) about it if appropriate.
Is a copy of the Alberta OHS Act, Regulations, and Code kept readily available at work site?	Ask the contractor to explain how this is done.	<i>Refer to clauses 1.1 & 1.5</i>	During the monitoring process, check that the Alberta OHS legislation is where the contractor said it would be and that it is easily accessible. Ask the worker(s) about it if appropriate.
Is a copy of your safety manual kept readily available at work site?	Ask the contractor to explain how this is done.	<i>Refer to clauses 1.1 & 1.5</i>	During the monitoring process, check that the manual is where the contractor said it would be and that it is easily accessible. Ask the worker(s) about it if appropriate.

Screening Question (Set Expectations)	Screening Process (Can Expectations Be Met?)	Contract (Formalize Expectations)	Monitoring Process (Check That Expectations Are Being Met)
Is your health & safety policy statement posted at the work site?	Ask the contractor to explain how they do this.	Refer to clauses 1.1 & 1.5	During the monitoring process, check that the health & safety policy is where the contractor said it would be. Ask the worker(s) about it if appropriate.
Do you train your workers and document it?	Ask the contractor to explain their training process (ideally, this would be a written training plan), provide a training matrix, and a blank training record.	Refer to clauses 1.2 & 1.5	During the monitoring process, randomly request the training record for one of the workers on the work site that day. Ask the worker(s) about it if appropriate.
Do you train your workers in H ₂ S Alive, fall protection, defensive driving, WHMIS, first aid, and/or TDG?	Ask the contractor to explain their training process (ideally this would be a written training plan), provide a training matrix, and a blank training record.	Refer to clauses 1.2 & 1.5	During the monitoring process, randomly request the training record for one of the workers on the work site that day who is wearing fall protection or driving a vehicle, etc. Ask the worker(s) about it if appropriate.
Are your workers competent to perform the work that they do?	Ask the contractor to explain how they verify, check, and record competence.	Refer to clauses 1.2 & 1.5	During the monitoring process, randomly request the competency record for one of the workers on the work site that day. Ask the worker(s) about it if appropriate.

Examples of Expectations in Contractor Monitoring and Enforcement Clauses

1. As part of The Farm's ongoing contractor management program, The Farm or its representative may, at any reasonable time with or without prior notice, inspect the work site to check that safety rules and the Contractor's health and safety program as presented during the screening process are being followed. During the monitoring process:
 - 1.1 The Farm or its representative may request confirmation that documents (OHS legislation, safety manual, policy statement, etc.) are in the locations described by the Contractor and are easily accessible;
 - 1.2 The Farm or its representative may request training records, competency records, or first aid records (with personal identifiers removed if required);
 - 1.3 The Farm or its representative may request safety meeting minutes, toolbox talk records, completed hazard and risk assessments, pre-job planning documents, inspection records, equipment pre-inspection forms, and other health and safety related documents;
 - 1.4. The Farm or its representative may request verification of the presence and certification of first aiders;
 - 1.5. The Farm or its representative may directly question workers regarding emergency procedures or other safety matters, including but not limited to if they are familiar with basic rights of workers under Alberta OHS legislation, if they know the location of the muster point, if they know who their direct supervisor is;

- 1.6 *The Farm or its representative may observe, discuss and/or directly question workers regarding lockout/tagout devices and practices, fall protection practices, and confined space entry and monitoring practices in addition to requesting copies of related records such as, but not limited to, copies of tags, pre-use inspections, and permits;*
- 1.7 *The Farm or its representative may discuss and/or directly question workers regarding perceived hazards, and the means taken to control or eliminate such hazards.*
2. *The Contractor shall provide copies of the requested documents and records within 30 minutes of the request being made.*
3. *If the Contractor does not meet the requirements in clauses 1 and 2, refuses to allow monitoring, or does not provide requested records, they will be considered in a serious breach of the contract. In that situation, the Farm may take one or more of the following actions:*
 - 3.1. *Require the Contractor to fix the issue right away, at the Contractor's own cost;*
 - 3.2. *Stop the work until all requirements are fully met;*
 - 3.3. *End the contract for cause;*
 - 3.4. *Require the Contractor to cover any losses, fines, penalties, or other costs that result from the breach or from not following Alberta OHS legislation.*
4. *Nothing in clauses 1-2 shall relieve the Contractor from fulfilling its obligations under this Agreement.*

TERMS

Appendix: Extra information added at the end of a document, like a contract.

Corrective action: An action taken to eliminate the cause or reduce the risk of something; an action taken to prevent something from happening again.

Corrective action plan: A step by step plan of action that is developed and followed in order to achieve a desired outcome.

Deliverable: Unique, observable, confirmable results that must be produced by the work being done.

Risk reduction plan: A type of written corrective action plan that outlines how the contractor plans on addressing a specific risk or risks identified.



SECTION

10

Monitor and Evaluate the Work

Both you and the contractor need to regularly check how the work is going and to make sure things are being done safely. Once the work begins, you will monitor the work by reviewing the things that you identified earlier, using the forms or checklists that you will have created to support this process.

Here is a generic example of what a monitoring and evaluation form might look like:

Monitoring & Evaluation Form

Disclaimer: AgSafe Alberta recommends obtaining legal advice before entering into any contractual agreement. This sample document is provided as a general example and resource only. Farms should customize it to ensure their specific needs, circumstances, and applicable legal requirements are met.

The **bold, blue text** indicates information that you will need to select what applies to you, delete, add on to, or in some other way customize that text.

Contractor Name			
Work Performed			
Work Period: Start Date		Work Period: End Date	
% of Work Completed		Number of Workers Present	
Date Completed		Completed By	
Evaluation Type	☐ Monitoring Purposes ☐ Final Evaluation ☐ Other:		

Description (reflect time period noted above)	Number	Comments
First aid events		
Medical aid events		
Near miss incidents		
Near miss investigation reports completed		
Incidents		
Incident investigation reports completed		
Sample of blank company Health & Safety Orientation Record		
General Notes:		

Description	Rating			Comments
	Yes	Needs Work	No	
Safety Communication				
Safety meetings are occurring and documented				
Safety meeting attendance meets expectations				
Toolbox talks are occurring and documented				
...				
Contractor Safety Program				
Supervisors are observed supervising as expected				
Site housekeeping meets expectations				
Debris is sorted and stored properly				
Safety data sheets are readily available				
Chemicals are being handled and stored properly				
Flammable materials are being handled and stored properly				
Workers have the appropriate training/licensing/certifications				
Workers appear to be given/taking appropriate work breaks				
Workers appear to be Fit for Duty				
...				
...				

Description	Rating			Comments
	Yes	Needs Work	No	
Tools & Equipment				
Tools appear to be in good working order				
Tools appear to be used the right way				
Equipment appears to be in good working order				
Equipment appears to be operated properly				
...				
Personnel				
Workers appear to be working safely				
There appear to be enough workers to perform the work safely & without rushing or taking short cuts				
Workers appear to be wearing the appropriate PPE for the work being performed				
...				

Description	Rating			Comments
	Yes	Needs Work	No	
Powered Mobile Equipment (PME)				
PME appears to be operated in a safe manner				
Pre-use inspections appear to be occurring (Detail which unit(s) were checked)				
PME appears to be in safe working order				
Operator appears knowledgeable about the PME when asked about the equipment				
Operator had completed the pre-use inspection and presented it when requested				
Other Job Specific Items				
...				
...				

Description	Rating			Comments
	Yes	Needs Work	No	
Overall Performance				
Are there any issues or concerns with the contractor? Be specific and include the resolutions or outcomes of these. Reference previous documents if applicable.				
Would the farm hire this contractor again? Be specific, support this statement.				
How could the contractor improve on their past performance?				

Signatures		
Complete By (Full Name):	Signature:	Date:
Reviewed By (Full Name):	Signature:	Date:
Contractor/Representative (Full Name):	Signature:	Date:

IMPORTANT: RETAIN THE ORIGINAL OF THIS DOCUMENT IN YOUR FARM RECORDS.

WHEN SOMETHING UNSAFE IS IDENTIFIED DURING MONITORING

The person monitoring the work should have some understanding of health and safety so that they are better able to identify when something doesn't look right. Being able to refer back to the Alberta OHS Act and Code will be helpful when bringing the matter to the contractor's attention.

It's important to remember that it is not the farm's responsibility to tell the contractor how to do their work. The contractor should be the expert in the work they perform and directing how the work is done could unintentionally suggest that the farm is in control of the work when it is not. There is, however, a clear difference between telling a contractor how to perform the work and identifying or pointing out an unsafe condition at the work site—especially when that condition goes against expectations that were clearly communicated during the screening process and written into the contract!

Even with contractors, you will need to use a fair and consistent yet flexible approach to dealing with safety issues. This is where the customized decision tree (refer to page 99) and the supporting plan developed by the farm will be used. Any time something unsafe is identified, the farm will need to document the issue, how and when it was brought up with the contractor, as well as the resulting outcome(s).

EVALUATING THE WORK AT THE END OF THE PROJECT

Evaluating the work may be an easy step to skip, but it does not take long and has incredible value, as it can:

- Help make everything go more smoothly next time.
- Help the farm identify and avoid working with problematic contractors.
- It supports continuous improvement of the farm's contractor management program.

Things to consider when evaluating the work include:

- How effective was the farm's planning?
- How did the contractor perform in terms of safety performance, quality, and meeting timelines?
- What didn't go well and what was learned?

Contractor Overall Health and Safety Performance Evaluation

You should monitor a contractor's work while it is being done, and you should also evaluate the contractor's overall performance after the work is completed. If the contractor is someone who performs several small jobs over the course of the year, each job should be reviewed, and the contractor's overall performance should be evaluated yearly.

You will want to review the process and people involved in selecting the contractor(s) who perform work. For example, if a contractor was found to be unsafe or unable to do what they said they could, you will want to find out how they made it through your screening process and then fix any gaps that are identified (e.g., update forms, provide training to whoever is in charge of the screening process, etc.). Any problems or challenges encountered should be treated as lessons to be learned from. Areas identified as needing to be improved and things that need to be done differently should be addressed using corrective action plans.



RESOURCE

To learn more about program administration and the continuous improvement process, refer to Module 9 of the Alberta FarmSafe Plan Manual and online AgSafe Alberta FarmSafe Plan Learning Program. Both are available for free at www.agsafeab.ca.

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Terms

Administrative penalty: A type of fine issued by Alberta OHS for not following safety legislation (i.e., laws).

Appendix: Extra information added at the end of a document, like a contract.

Benchmark: A standard point of reference that other things are compared to or measured against.

Binding contract: A legally enforceable agreement between two or more people that offers protection to everyone involved from things like confusion or disputes, such as those that can occur after a serious incident.

Buzzword: A word that is popular for a period of time, an important-sounding word often used to impress someone who may not have certain specialized knowledge and may or may not be a form of jargon.

Certificate of Recognition (COR): A certification program that recognizes employers who have developed effective health and safety management programs that meet standards set by the Province of Alberta. These programs are regularly evaluated by certified auditors to verify that standards are met and maintained.

Charge: A formal accusation or claim that a person is suspected of breaking a law, before it has been proven.

Clause: A separate section or distinct part of a document, such as a contract.

Clearance letter: A document that shows whether a contractor has their own WCB coverage and are in good standing (i.e., paid their premiums), or if they need to be covered as one of your workers.

Competent person: A person who is adequately qualified, suitably trained, has the necessary attitude, and has enough experience to safely perform work without or with only a minimal degree of supervision.

Compliance order: A written document telling you that an OHS officer has found an OHS rule has not been followed and needs to be fixed by a certain date.

Consultation: A process where people or groups share information, talk about issues, and get input or advice before decisions are made or actions are taken.

Contract: A written, legally binding agreement made between two or more parties.

Contractor: A self-employed person or business who is hired to do a job or task. Someone who is self-employed may be called an independent contractor or a contractor.

Contractor management program: A system, with clear plans and processes, used to help the farm ensure any contractors it hires are qualified, have their own safety systems in place, and can complete the work safely. It also outlines how the farm will monitor the work, deal with issues relating to the work, and assess the contractor's overall performance.

Contractor screening: A written process performed to check and confirm a contractor has the necessary qualifications, experience, and reliability to perform specific tasks.

Contracting employer: A person, a group of people, or a partnership that through a contract, agreement, or ownership directs the work of one or more other employers at a work site (Alberta King's Printer, 2025, s.1(f)).

Corrective action: An action taken to eliminate the cause or reduce the risk of something; an action taken to prevent something from happening again.

Corrective action plan: A step by step plan of action that is developed and followed in order to achieve a desired outcome.

Deliverable: Unique, observable, confirmable results that must be produced by the work being done.

Direct supervision: 1. A situation where a competent supervisor is within the sight and hearing of a worker or group of workers and their activities; this includes the supervisor regularly checking in, giving instruction, and checking the work being done. 2. Where a competent worker is personally and visually supervising a worker who is not competent and is able to communicate readily and clearly with the worker who is not competent (Alberta OHS Code, s.1).

Direction: A term often used in, but not defined by, Alberta OHS Legislation. Courts have found that by asking for or requiring work to be performed, that person has exercised sufficient control for applicable health and safety obligations to apply to them.

Director's order: A written document telling you that an OHS director (someone similar to an OHS officer) determines that certain things need to be done at a work site to ensure the health and safety of the workers at that site, such as create a health and safety program or establish a prime contractor, even if one is not specifically required by OHS legislation.

Due diligence: Using the care, good judgment, and effort that a reasonable person would take in the same situation and before anything happens.

Duty: A legal rule (i.e., obligation) that a person or business must follow.

Element: An element is a part or piece of something bigger and can be looked at like a building block. In a process or system, elements are the key pieces that make it work.

Employee: A person who works for an employer, usually under the employer's direction, using the employer's tools, and being paid wages or a salary.

Employer: An employer is someone who: a. Works for themselves (self-employed), b. Hires or brings in one or more workers to do a job—including workers from a temp agency, c. Is chosen by the employer to speak or act on their behalf, or d. Is a manager or leader in a company who is responsible for making sure workers are safe on the job (Occupational Health and Safety Act, 2025, s.1(k)).

Ethical: Accepted standards of conduct, often rules set by others, such as legal or professional groups.

Fine: Money that a court or authority orders someone to pay as punishment for breaking the law. It is meant to hold them accountable and discourage them from doing it again.

Force majeure clause: A written statement in a contract that talks about what happens if something unexpected and serious occurs—like a natural disaster or a pandemic that no one could have predicted or controlled. If it's written properly, this clause can let the people involved in the contract cancel it without getting into trouble.

Function: In relation to the Alberta OHS Act and multiple obligations, a function means the specific role and duties or responsibilities of a prime contractor, owner, contracting employer, employer, supervisor, service provider, worker, or temporary staffing agency.

General contractor: A contractor who acts as the main point of contact and coordinator for a project.

Hazard and risk assessment: 1. The process of evaluating the hazards and risks identified for a particular job or task. 2. The written or unwritten process of identifying and evaluating the hazards and risks of a particular job or task and determining appropriate methods to eliminate or control these hazards.

Hierarchy of controls: A framework used to eliminate or reduce workplace hazards in order of effectiveness, from most effective to least effective measures.

Hold harmless clause: A written statement in a contract that decides ahead of time who will be responsible for certain risks and not hold the other party responsible if those risks (e.g., injury, loss, damage, etc.) occur in connection with the work.

Impact: The severity of the outcome; impact looks at how bad the consequences would be if something went wrong.

Indemnity clause: A written statement in a contract that shifts risk (e.g., financial and legal risk) from one party to another and compensates the protected company for damages, losses, expenses, etc.

Infrastructure: Important structures required for a community or business to function, such as buildings, roads, road approaches, power lines, septic systems, etc.

Inspection: The act of inspecting something; checking something against an established standard.

Internal responsibility system (IRS): The foundational belief that all workplace parties are responsible for their health and safety and the health and safety of others.

Invalidate: To disprove, void, annul, negate or nullify something.

Jargon: Writing or talk that is meaningless, often vague, and/or that someone outside a particular group would not understand.

Job: The larger scope of work to be done, made up of multiple tasks.

Key performance indicators (KPIs): Main signs of progress towards a desired outcome or goal.

Legal: Relates to anything based on, required by, or permitted by law.

Likelihood: How likely is it that the hazard and possible outcomes will occur.

Metrics: A way to track and assess performance or processes using measurable data, such as numbers or statistics that show results.

Monitor work: To watch and check how the work is going to make sure everything is on track; you compare what's being done to the original plan (e.g., the schedule, safety rules, and goals) to see if things are going well or if something needs to be fixed early.

Moral: Following one's heart relating to right and wrong. Principles relating to proper conduct.

Orders: Orders are written documents issued by Alberta OHS officers and require work site parties to take measures in order to be compliant with OHS legislation. Orders can only be lifted when the requirements listed in them are met. The different types of orders are compliance orders, stop use orders, stop work orders, and director's orders.

Owner: Someone who is listed as the owner of the land where work is happening, or someone who formally agrees to take on the owner's legislated safety responsibilities, such as the person leasing the land.

Prime contractor: The person who is in control of the work site, or the person designated in writing by the person in control of the work site to be the prime contractor (Occupational Health and Safety Act, 2025, s.1(II)).

Principles: The core ideas that form the foundation of beliefs or actions.

Procedures: A document with a narrow focus which describes step by step what actions are to be taken (especially when performing a job or task) in order to achieve the desired outcome.

Project: A task or job that someone plans to do.

Reasonable: Commonly means there are good reasons to believe something. In legal situations, it means that someone else in the same position would also think those reasons make sense.

Reasonably practicable: 1. Meeting a legislated occupational health and safety obligation in a way that is sensible, realistic, and would be thought of as making sense for the facts and conditions by a reasonable person. 2. A recognized term that is based on the reasonable person test, which basically asks, what would a dozen of your peers consider reasonable in similar circumstances (Government of Alberta, 2017, p.1)?

Retain: As used in OHS legislation, it means to involve, keep, or secure someone to perform work, even if they are not formally hired.

Risk matrix: A tool that provides a visual representation of the risk level by taking into consideration the severity and likelihood of the risk(s).

Risk rating: A number that represents the degree or level of risk associated with a job or task.

Risk reduction plan: A type of written corrective action plan that outlines how the contractor plans on addressing a specific risk or risks identified.

Safety induction: A type of safety training done to prepare workers new to the company, job, or work site. It ensures workers understand the work to be done, their responsibilities, and the risks and hazards involved.

Safety-sensitive: A position held and work performed where a person's actions affect their safety and the safety of others. This includes positions and work where mistakes, poor performance, or inattention can cause serious incidents and require a high degree of competence.

Scope of work: A clear, written description of the work to be done, outlining specific tasks, responsibilities, timelines, and deliverables for the project.

Service provider: Someone who: a. Provides support in relation to tasks or activities, or b. Organizes or mediates tasks or activities, or c. Delivers an activity (Occupational Health and Safety Act, 2025, s.1(mm)).

Step: A step is an action that is taken in a specific order to complete a task or process.

Stop use order: A written document telling you that an OHS officer has seen a piece of equipment that is unsafe or could seriously hurt someone and that you must stop using it until the problem is fixed and the safety requirements are met.

Stop work order: A written document telling you that an OHS officer has observed something being done in a way that is unsafe or unhealthy for the workers and the work must be stopped until the safety requirements are met.

Supervisor: A person who is in charge of a work site, work area, or has authority over a worker (Occupational Health and Safety Act, 2025, s.1(nn)).

Surety bond: A type of protection that helps the person hiring a contractor to avoid losing money if the contractor doesn't do the job or breaks the contract; it's like a legal promise that the contractor will do what they agreed to, and if they don't, the farm will be paid back.

System: A set of elements with principles or procedures, that work together as a connected whole (e.g., health and safety program).

Task: A small part or step in a bigger job.

Temporary staffing agency: A person or company that retains workers and then sends them to work for other businesses that need help for a short time.

Trojan horse: Something that we think of as being useful, helpful, or harmless but in reality, is something that hides danger and is capable of doing bad things.

Vague: A word that means something is not clear, is uncertain, or it's meaning is hard to understand because it doesn't give enough details.

Vicarious liability: A legal principle that holds employers responsible for the wrongful acts of their employees when those acts occur within the scope of their employment.

Work site: A location where work is taking place, such as in a field, in a barn, or even in a pickup truck being used to pick up parts.

Worker: Anyone doing a job or task, even if they're not getting paid, like volunteers. However, this doesn't include certain people working specifically on farms or ranches, such as people doing farm or ranch work who aren't paid wages (as defined by employment law) for doing farm work, someone who has shares in (that is, owns a part of) the farm, or a family member (e.g., the farm owner, the farm owner's children, the farm owner's children's spouses, etc.) (Alberta King's Printer, 2025, s.1(tt)).

Workers Compensation Board (WCB): A type of no-fault workplace insurance for workers and employers in Alberta; it ensures injured workers receive compensation for lost income, healthcare, etc. and protects employers against lawsuits.



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