

# NATIONAL OCCUPATIONAL HEALTH AND SAFETY RECONCILIATION AGREEMENT

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

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

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

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

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

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

**THEREFORE** the Parties agree as follows:

## 1 PURPOSE

1.1. The purpose of this Reconciliation Agreement (“Agreement”) is to:

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

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

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

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

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

- 3.1 This Agreement will:

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

### **4. TERM, TERMINATION, RENEWAL AND WITHDRAWAL**

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

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

## **5. AMENDMENT**

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

## **6 EMERGING STANDARDS OR OTHER CIRCUMSTANCES**

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

## **7 EMERGENCY / EXTRAORDINARY EVENTS**

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

## **8 DISPUTE RESOLUTION**

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

## **9 COSTS**

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

## **10 COMMUNICATION**

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

## **11 CONFIDENTIAL INFORMATION**

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

## **12 NOTICE**

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

## **13 COUNTERPARTS**

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

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

Signed on behalf of the Government of Canada by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Ontario by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of Le Gouvernement du Québec by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Nova Scotia by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of New Brunswick by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Manitoba by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of British Columbia by:

\_\_\_\_\_

\_\_\_\_\_ Date

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

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Saskatchewan by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Alberta by:

\_\_\_\_\_

\_\_\_\_\_ Date

Approved pursuant to the *Government Organization Act*

\_\_\_\_\_ Intergovernmental Relations, Executive Council

\_\_\_\_\_ Date

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

\_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Northwest Territories by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Yukon by:

\_\_\_\_\_

\_\_\_\_\_ Date

Signed on behalf of the Government of Nunavut by:

\_\_\_\_\_

\_\_\_\_\_ Date



**SCHEDULES:**

**A Notice to Party Representatives**

**B Implementation Timelines, Conditions and Exemptions**

**SCHEDULE “A”  
NOTICE TO  
PARTY REPRESENTATIVES**

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

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

**SCHEDULE “B”****IMPLEMENTATION TIMELINES, CONDITIONS AND EXEMPTIONS****F/P/T: CA, AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT**

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	2015 CSA Standard (CSA Z94.3-15)
<b>Description:</b>	Where eye or face protection is required by legislation or regulation CSA Z94.3 – 15 will be an accepted standard for eye/face protection in all jurisdictions. (Eye and Face Protection)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>Regulation change is required.</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>Administrative policy change required.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required).</li> </ul> <p>Ontario:</p> <ul style="list-style-type: none"> <li>Eye and face protection selected under CSA Z94.3-15, must be compatible with head protection requirements in O. Reg. 213/91.</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>Regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Yukon:</p> <ul style="list-style-type: none"> <li>Administrative policy change required</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	
	NS and NL offshore petroleum activities
<b>Reason for Exemption:</b>	
	NS and NL: Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

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

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	2015 CSA Standard (CSA Z94.1-15)
<b>Description:</b>	Where head protection is required by legislation or regulation CSA Z94.1 – 15 will be an accepted standard for head protection in all jurisdictions. (Head Protection)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>• Regulation change is required.</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>• Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>• Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> <li>• Regulation change required.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>• Administrative change required (deviation).</li> <li>• Regulation change required (public consultation required).</li> </ul> <p>Ontario:</p> <ul style="list-style-type: none"> <li>• To comply with requirements in O. Reg. 213/91 (Construction Projects), all workers on construction projects must wear head protection that is Class E head protection under CSA Z94.3-15, at minimum.</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>• Regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> </ul> <p>Yukon:</p> <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	NS and NL offshore petroleum activities.
	A hard hat meeting CSA Z94.3 – 15 would not be considered appropriate in the circumstances for structural fire fighting.
<b>Reason for Exemption:</b>	NS and NL: Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

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

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	2014 CSA Standard (CSA Z195-14)
<b>Description:</b>	Where foot protection is required by legislation or regulation CSA Z195 –14 will be an accepted standard for foot protection in all jurisdictions. (Foot Protection).
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>Regulation change is required.</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>Administrative policy change required.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required).</li> </ul> <p>Ontario:</p> <ul style="list-style-type: none"> <li>To comply with O. Reg. 213/91 (Construction Projects), foot protection must have a box toe capable of resisting at least 125 joules impact and a sole or insole capable of resisting a penetration load of 1.2. kilonewtons. CSA Z195-14 compliant green patch would meet this requirement.</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>Regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>Administrative policy change required.</li> </ul> <p>Yukon:</p> <ul style="list-style-type: none"> <li>Administrative policy change required</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	NS and NL offshore petroleum activities.
<b>Reason for Exemption:</b>	NS and NL: Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

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

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	2014 CSA Standard (CSA Z94.2-14)
<b>Description:</b>	Where hearing protection is required by legislation or regulation CSA Z94.2 – 14 will be an accepted standard for selecting hearing protection in all jurisdictions. (Hearing Protection)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>• Regulation change is required.</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>• Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>• Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>• Administrative acceptance process.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>• Administrative change required (deviation).</li> <li>• Regulation change required (public consultation required).</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>• Regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> </ul> <p>Yukon:</p> <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	NS and NL offshore petroleum activities.
<b>Reason for Exemption:</b>	NS and NL: Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

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

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	2017 CSA Standard (CSA Z1220-17)
<b>Description:</b>	Where first aid kits are required by legislation or regulation CSA Z1220-17 will be an accepted standard for first aid kit contents in all jurisdictions. (First Aid Kit Contents)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>Regulation change is required, with significant time requirements (3-5 years).</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>Substantially harmonized. Final elements can be adopted administratively.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required).</li> </ul> <p>Newfoundland and Labrador:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Northwest Territories:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Nova Scotia:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Nunavut:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Ontario:</p> <ul style="list-style-type: none"> <li>Implementation is conditional on a third-party who currently administers and enforces the general first aid requirements in Ontario. The changes proposed in this agreement may require regulatory amendments. Any regulatory amendments would require approval of the Lieutenant Governor in Council.</li> </ul> <p>Prince Edward Island:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>Regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul>



	Yukon: <ul style="list-style-type: none"> <li>• Administrative policy change required.</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	
	NS and NL offshore petroleum activities.
<b>Reason for Exemption:</b>	
	NS and NL: Offshore petroleum activities in NS and NL are governed by specific, harmonized legislation that addresses occupational health and safety

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

<b>Sector:</b>	Occupational Health and Safety
<b>Common PPE &amp; FA Standard:</b>	Approved by Transport Canada or Agency approved by Transport Canada
<b>Description:</b>	Where PFD or a life jacket is required by legislation or regulations the PFD or life jacket labelled as approved by either Transport Canada or an agency approved by Transport Canada will be an accepted standard in all jurisdictions. (Personal Flotation Devices & Life Jackets)
<b>Timeline for Implementation:</b>	November 30, 2019
<b>Conditions for Implementation:</b>	<p>Canada:</p> <ul style="list-style-type: none"> <li>Regulation change required. Regulations will reference the standards that Transport Canada also references.</li> </ul> <p>Alberta:</p> <ul style="list-style-type: none"> <li>Implementation is conditional on regulation changes being approved and made by the Minister and/or Cabinet.</li> <li>Implementation is conditional on administrative policy change being made.</li> </ul> <p>British Columbia:</p> <ul style="list-style-type: none"> <li>Substantially. On current regulation review workplan for adoption in early 2019 to clarify requirement in the fishing industry.</li> </ul> <p>New Brunswick:</p> <ul style="list-style-type: none"> <li>Administrative change required (deviation).</li> <li>Regulation change required (public consultation required).</li> </ul> <p>Ontario:</p> <ul style="list-style-type: none"> <li>Amendments to two regulations required [the Industrial Establishments regulation and the Oil and Gas – Offshore regulation] and these amendments would be contingent on the approval of the Lieutenant Governor in Council.</li> </ul> <p>Prince Edward Island:</p> <ul style="list-style-type: none"> <li>Regulation change required.</li> </ul> <p>Quebec:</p> <ul style="list-style-type: none"> <li>A regulation change is required.</li> </ul> <p>Saskatchewan:</p> <ul style="list-style-type: none"> <li>Administrative policy change required.</li> </ul> <p>Yukon:</p> <ul style="list-style-type: none"> <li>Administrative policy change required.</li> </ul>
<b>Timeline for Reporting on Implementation of Conditions:</b>	September 1, 2019
<b>Exemption from Common PPE &amp; FA Standard:</b>	
	NS and NL offshore petroleum activities.

**Reason for Exemption:**

NS and NL:

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