







## Operating Locations

Indicate all regions where company typically operates:

- Vancouver Island       Coastal Mainland       North-Eastern Interior  
 Central / Northern Interior       Haida Gwaii       Thompson/Okanagan/Kootenays  
 Out of B.C. (specify)

Where does most work occur?

## Activities

What does the company do? (List all work activities)

## Company Size

Maximum Monthly Personnel Count for past 12 months

(Total = owners + management + office + supervisors + workers + workers of dependent contractors)

Year	year	year	year	year	year	year	year	year	year	year	year	year
Month	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Total	mont	mont	mont	mont	mont	mont	mont	mont	mont	mont	mont	mont

Does the company hire or intend to use contractors?  Yes  No

List current number of personnel in each category

Field Workers	<input style="width: 50px;" type="text"/>	+	Owners, Management & Office	<input style="width: 50px;" type="text"/>	+	Dependent Contract Workers	<input style="width: 50px;" type="text"/>	=	Company Total	<input style="width: 50px;" type="text"/>
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## Terms and Conditions

- I am seeking SAFE + COR certifications. I have read, understand and agree to the
- SAFE Companies Terms and Conditions of obtaining and maintaining certification and
  - COR Terms of Participation.

I understand that the information I provide to the BCFSC and WorkSafeBC may be shared between said organizations to determine my eligibility to receive a COR and/or incentive payment.

- I am seeking SAFE certification only. I do NOT wish to participate in COR through BCFSC. I have read, understand and agree to the SAFE Companies Terms and Conditions of obtaining and maintaining certification.

Authorized Contact Name	Position
Date	

 <b>Email</b> safeco@bcforestsafe.org	 <b>Fax</b> 250-741-1068	 <b>Mail</b> 8C-2220 Bowen Rd, Nanaimo, BC V9S 1H9
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**BC Forest Safety Council:** 8C-2220 Bowen Rd, Nanaimo, BC V9S 1H9

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## SAFE Companies Certification Program Terms and Conditions (Appendix A)

The British Columbia Forest Safety Council (the "Council") has implemented a voluntary program for obtaining and maintaining SAFE companies certification (the "Certification") and intends by this document to confirm for all Participating Companies the terms and conditions of obtaining and maintaining such Certification.

The terms and conditions of obtaining and maintaining a Certification are as follows:

### 1. Term

Each Participating Company's Certification will be valid for a three year period (the "Term"), unless earlier terminated or suspended as set out herein.

### 2. Obligations of a Participating Company

To obtain and/or maintain Certification:

#### 2.1 Each Participating Company will complete and submit to the Council:

- (a) the SAFE Companies Program Registration Form, together with the applicable fees, and a successful certification audit prior to obtaining a Certification;
- (b) a successful annual calendar year maintenance audit on or before each anniversary date of a Certification or June 30 of that year, whichever is later, and performed by an external or internal auditor no more than 6 months before the date of submission;
- (c) a re-certification audit before the expiry of the Term performed no more than 6 months prior to the expiry of the Term;
- (d) only in the case of a BASE Employer with no work activities during a year that otherwise would have necessitated the completion and submission of an annual maintenance audit, an administrative audit, when required by the Council and on such conditions established by the Council; and
- (e) such other audits as may be required by the Council from time to time.

2.2 For each audit submitted to the Council, the Participating Company will ensure that it achieves an overall audit score of not less than 80%, with no less than 50% in any one audit element, or question in the case of the BASE audit, except where it has achieved an overall audit score between 70-79% with no less than 50% in any audit element and has provided

additional materials or information deemed sufficient by the Council to satisfactorily complete its audit and improve its score.

- 2.3 No Participating Company will make or give any false or misleading representation, statement of fact, or opinion to the Council or to an auditor or in a SAFE Companies Program Registration Form, nor will it do so to a third party (including WorkSafeBC) about a matter relating to Certification. It will not omit to state a fact necessary to make or give its representations, statements of fact, or opinions accurate to the Council, an auditor, or third party (including WorkSafeBC).
- 2.4 No Participating Company will engage in conduct that does not promote safety and which, in the opinion of the Council, could bring the reputation and credibility of the SAFE Companies Certification Program into disrepute.
- 2.5 A Participating Company that has previously been certified as an IOO Employer, ISEBASE Employer, or a SEBASE Employer and subsequently has increased its number of Workers such that it falls within the definition of another size category will submit a request for a new Certification within 180 days of falling within the definition of another type of employer.
- 2.6 Upon receipt of Certification, each Participating Company will:
  - (a) comply with, and cause its auditors and audits to comply with the standards and applicable guidelines required of a Participating Company established from time to time by the Council for employers, auditors, and audits;
  - (b) unless otherwise stated in this Policy, comply with, and cause its auditors and audits to comply with, the standards and applicable guidelines required of a Participating Company established from time to time by WorkSafeBC for employers, auditors, and audits in the COR Program;
  - (c) immediately inform the Council of any change in employer name, WorkSafeBC account number, WorkSafeBC Classification Unit (including an addition of a classification unit), acquisition of another employer, or change to ownership of the Participating Company;

- (d) comply with directions issued from time to time by the Council;
- (e) consent to the Council providing such information as required by WorkSafeBC for purposes of quality assurance, issuance of COR Program certificates, the Participating Company's eligibility for COR rebates, and furthering the objectives of the COR Program; and
- (f) consent to the Council posting on the Council's web-site the Participating Company's name, principal business location, and Certification status where it has obtained and maintained the Certification, for the purpose of furthering the objectives of the COR Program.

### 3. Categorization of Participating Companies

3.1 Upon receipt by the Council of a certification audit or any subsequent audit, or a request made under section 2.5, the Council will determine whether a Participating Company is a BASE Employer, a SEBASE Employer, an ISEBASE Employer, or an IOO Employer, using the following criteria:

- (a) a "BASE Employer" has a Peak Company Size of:
  - (i) more than 24 Workers; or
  - (ii) less than 25 Workers but the mathematical average number of Workers in the Included Months is more than 19 Workers;
- (b) a "SEBASE Employer" has a Peak Company Size of:
  - (i) 6 to 19 Workers; or
  - (ii) 6 to 24 Workers but the mathematical average number of Workers in the Included Months is 19 or less Workers;
- (c) an "ISEBASE Employer" has a Peak Company Size of 2-5 Workers (not including one Worker who works for only 20 working days or less in the Review Period), that is not an IOO Employer; and
- (d) an "IOO Employer" has a Peak Company Size of one individual owner operator and no more than one office support Worker (not including one Worker who works for only 10 working days or less in the Review Period).

3.2 A Participating Company will provide such documentation and information to the Council as the Council may require in order to make the determination referred to in section 3.1.

NOTE: Dependent Contractors add to your Worker count, and a Participating Company with one or more Dependent Contractors cannot be an IOO Employer.

### 4. Early Termination, Suspension, or Other Action for Breach of an Obligation of a Participating Company

4.1 Certification of a Participating Company will terminate if a Participating Company breaches section 2.1(b) or (c). The Council will advise the Participating Company of such termination by giving written notice, and such termination will be effective on the date that the Council removes the Participating Company from the Council's list of certified companies. In any other case, the Council may terminate or suspend a Certification, or take such other action as it deems appropriate for breach of any other obligation of a Participating Company set out in this document if, before making such a decision, it:

- (a) gives notice to the Participating Company in writing of the proposed termination or suspension, and the reasons therefore; and
- (b) gives the Participating Company 30 days within which to deliver a written submission to the Council with respect to the proposed termination or suspension.

4.2 If the Council decides to take action after considering the submission of the Participating Company under section 4.1(b), it will give notice to the Participating Company as set out in section 7 and such action will be effective on the date that the Council removes the Participating Company from the Council's list of certified companies.

### 5. Reinstatement

The Council may set the terms and conditions for re-certification of a Participating Company, or an entity under common control or direction of a Participating Company, whose Certification has previously expired or has been terminated. The Council may declare that an entity and a Participating Company are under common control or direction in its sole discretion.

### 6. Amendment

The Council may amend any of the terms and conditions set out herein by posting the changes on its website.



7. Notices

Any notice required or permitted to be given will be given in writing and be deemed to have been given or submitted when delivered by courier or transmitted by fax or e-mail, or five business days (not including Saturday, Sunday, or a statutory holiday) after the date sent by certified or registered mail, postage prepaid, return receipt requested. Each Participating Company will provide to the Council and maintain a mailing address, and will advise the Council of its fax number or e-mail address, if any, and each Participating Company waives the right to receive any other form of notice.

8. Exclusion of Liability

Notwithstanding any other provision of this document or any statements, representations, agreements or conduct to the contrary, in no event will the Council be liable to a Participating Company, or to anyone claiming through or under it, for any claim or loss, whether in contract or in tort, or based on any other theory of law whatsoever, arising from or connected in any way with the interpretation or application of these terms and conditions of Certification by the Council including, without limitation, any claim for loss of profits, indirect costs or consequential damages.

9. Waiver

The failure of the Council to insist upon the strict performance of any term or condition contained herein or to exercise any right will not be construed or operate as a waiver of the term or condition, and no waiver will be inferred from or implied by anything done or omitted to be done by the Council.

10. Definitions

For the purposes of this document:

- (a) "BASE Employer", "IOO Employer", "ISEBASE Employer", and "SEBASE Employer" have the meanings given in section 3.1;
- (b) "Dependent Contractor" means a person, whether or not employed by a contract of employment or furnishing his or her own tools, vehicles, equipment, machinery, material or any other thing, who performs work or services for another person for compensation or reward on such terms and conditions that he or she is, in relation to that person, in a position of economic dependence on, and under an obligation to perform duties for, that person more closely resembling the relationship of an employee than that of an independent contractor;

- (c) "Included Months" means all calendar months in a Review Period in which the number of Workers employed or engaged by the Participating Company for such month is more than 24% of the Peak Company Size;
- (d) "Participating Company" means an employer in the forest industry, or such other employer included by the Council from time to time, that wishes to obtain or maintain a Certification;
- (e) "Peak Company Size" means the greatest number of Workers employed or engaged by the Participating Company at any time during the Review Period, as established by the Council;
- (f) "COR Program" means the Certificate of Recognition Program established by WorkSafeBC;
- (g) "Review Period" means the 12 consecutive calendar months immediately preceding an audit or, in the case of section 2.5, any 12 consecutive month period immediately preceding the date of the engagement of a Worker whose hiring would cause a Participating Employer to fall within the definition of another type of employer;
- (h) "Workers" means all personnel including employees, owners, managers, supervisors, owner-operators, Dependent Contractors, and employees of Dependent Contractors, and "Worker" means any one of them.

## COR Terms of Participation (Appendix B)

1. The British Columbia Forest Safety Council (BCFSC) is a Certifying Partner for the WorkSafeBC Certificate of Recognition (COR) program.
2. Participation in the COR program is voluntary and does not insulate an employer from penalties or prosecutions under the Workers Compensation Act (the Act). Participants are not exempted from compliance with any of the provisions of the Act and Regulation.
3. Information provided by the employer will be shared between WorkSafeBC and BCFSC in order to determine the employer's eligibility to receive a COR and an incentive.
4. Each participating employer must be registered with WorkSafeBC with an account that is active and kept in good standing.
5. Employers in the forestry sector are automatically eligible to participate in BCFSC's COR program. Employers outside of the forest industry may submit a COR application to BCFSC for review and participation will be subject to approval by WorkSafeBC.
6. As COR program requirements differ with employer size, participating employers must notify the BCFSC immediately of any change in organization size (i.e. under/over 20 employees). Employers are also obligated to notify the BCFSC of any other changes (e.g. changes in employer name, WorkSafeBC account number, Classification Unit (CU), ownership, address, contact details etc.). Information must be provided as soon as the changes occur to prevent a loss of COR certification and eligibility for incentive payments.
7. COR is valid for 3 years, provided the requirements of the BCFSC's COR program standards are met and certification is maintained by submitting annual passing audits. The participating employer agrees:
  - i) To abide by the conditions set by the BCFSC for the conduct and submission of audits;
  - ii) To abide by the decisions made by the BCFSC regarding the acceptance and marking of audits, subject to the BCFSC appeals process;
  - iii) To provide such additional materials or information deemed necessary by the BCFSC to evaluate a submitted audit.  
To ensure, where they are a small employer, that at least one permanent employee has received the required mandatory training as determined by the BCFSC prior to obtaining

- certification and continuously thereafter during the certification period except where a certified external auditor is used.
- iv) Not to make or give any false or misleading representation, statement of fact, or opinion to the BCFSC, or to an auditor, or in a Program Registration Form, nor will it do so to a third party (including WorkSafeBC) about a matter relating to Certification. It will not omit to state a fact necessary to make its representations, statements of fact, or opinions accurate to the BCFSC, an auditor, or third party (including the WorkSafeBC).
- v) It will not engage in conduct which, in the opinion of the BCFSC or WorkSafeBC, could bring the reputation and credibility of the COR Program into disrepute.

8. Audits must be conducted once per calendar year for a typical 3 year COR cycle, with minimum auditor requirements as illustrated in the following table:

SMALL COR		
Year	Type of Audit	Auditor
1 <sup>st</sup> year	Certification/Recertification	Internal
2 <sup>nd</sup> year	Maintenance	Internal
3 <sup>rd</sup> year	Maintenance	Internal

LARGE COR		
Year	Type of Audit	Auditor
1 <sup>st</sup> year	Certification/Recertification	External
2 <sup>nd</sup> year	Maintenance	Internal
3 <sup>rd</sup> year	Maintenance	Internal

All audits are required to pass (see each audit tool for specific passing, failing and Limited Scope criteria) in order to achieve and maintain certification.

9. Employers have the option of using an External Auditor in place of their internal auditor. All external auditor costs are paid for by the employer being audited.
10. Employers who achieve and maintain COR may be eligible to receive an annual incentive payment from WorkSafeBC.
11. The COR incentive is calculated as a percentage of the base assessment rate from the previous year, multiplied by the employer's total assessable payroll reported from the previous year for each Classification Unit (CU) in which the employer qualifies for an incentive payment. Application for the incentive is managed by the BCFSC and no additional action after the audit is required by the employer.



Calculation:

$10\% \times \text{Assessable Payroll} \times (\text{CU Base Rate} / 100)$   
= Incentive payment.

Example:

$10\% \times \$2,000,000 \text{ annual assessable payroll} \times$   
 $\$4.00 \text{ rate} / 100 = \$8,000 \text{ annual incentive}$

12. The minimum incentive payment is the lesser of \$500 or 50% of what the employer has paid in premiums for the incentive year being calculated.
13. Employers must remain in good standing with WorkSafeBC. WorkSafeBC has listed the following circumstances which may change from time to time, in which an employer's incentive payment may be denied or placed on hold:
  - The employer has engaged in activity which would cause WorkSafeBC to consider imposing, or has resulted in WorkSafeBC imposing, an administrative penalty
  - The employer has suppressed claims for compensation or suppressed claims costs
  - The employer has an outstanding balance related to its WorkSafeBC employer account  
The employer has failed to register with WorkSafeBC
  - The employer has not reported payroll to WorkSafeBC
  - The employer has engaged in other misconduct considered by WorkSafeBC to be inconsistent with participation in the COR program
14. By participating, an employer allows the BCFSC to conduct verification audits on the participating WorkSafeBC account number. Audits may be selected at random, triggered by BCFSC internal review findings, or when requested by WorkSafeBC to confirm the validity of COR certification.
15. **CONFIDENTIALITY**  
BCFSC uses the information solely for the purposes of certification and continual improvement of industry safety performance. Confidential information will not be disclosed to third parties. We recognize that your privacy is valuable and all reasonable measures will be made to protect it.
16. COR Terms of Participation are subject to change.