

Negotiating Safety Provisions in Contractor Agreements: What OHS Managers Need to Know



Bringing [contractors onto your worksite](#) can be a **double-edged sword**. While they provide valuable expertise and flexibility, they also introduce **new safety risks** that can expose your company to **liability, regulatory penalties, and reputational damage** if proper precautions aren't in place.

That's why **strong safety provisions** in contractor agreements are non-negotiable. OHS managers must ensure that every contract includes **clear, enforceable language** outlining safety expectations, responsibilities, and compliance requirements.

This guide will help you:

- **Understand the key safety provisions** that should be in every contractor agreement.
- **Navigate jurisdictional differences** across Canada.
- **Use contract-ready safety clauses** that you can **copy and paste** into your agreements.

Why Contractor Safety Provisions Matter

Without clear contractual obligations, enforcing safety standards with contractors can be difficult. **Who is**

responsible if a contractor gets injured? Who provides PPE?
What happens if a contractor refuses to follow your safety rules?

Contracts should explicitly define:

1. **Compliance Requirements** – Contractors must adhere to all OHS laws and site-specific safety policies.
2. **Training & Competency** – Proof that workers are properly trained and competent for their tasks.
3. **Incident Reporting & Investigation** – How accidents, near misses, and hazards must be reported.
4. **Enforcement & Penalties** – The consequences of failing to comply with safety standards.
5. **Indemnification & Liability** – Legal protection if a contractor's actions result in injury or regulatory fines.

A strong contract protects both **your company and your workforce** while ensuring contractors take safety as seriously as you do.

Key Safety Provisions for Contractor Agreements

1. Compliance with OHS Laws & Site Policies

This provision ensures that all contractors follow **applicable OHS laws** and **your company's safety policies** at all times.

Sample Clause:

The Contractor shall comply with all applicable federal, provincial, and municipal occupational health and safety laws, regulations, and industry standards, including but not limited to the [INSERT APPLICABLE PROVINCIAL OHS ACT]. The Contractor shall also comply with all safety policies, procedures, and site-specific requirements established by the Company. Failure to adhere to these standards may result in contract

termination or other penalties.

2. Proof of Training & Competency

Contractors must demonstrate that their workers are **qualified and competent** to perform the tasks they are hired for.

Sample Clause:

The Contractor shall provide documentation verifying that all workers assigned to the Company's site have received the required training and certifications necessary for their work, including but not limited to [list specific training requirements such as WHMIS, fall protection, confined space entry, etc.]. Upon request, the Contractor shall submit copies of training records and certifications for review by the Company.

3. Hazard Identification & Risk Assessment

The contract should require contractors to [identify and mitigate risks before work begins](#).

Sample Clause:

Before commencing any work, the Contractor shall conduct a hazard assessment and submit a written risk mitigation plan to the Company's OHS department. The Contractor shall promptly report any newly identified hazards and work collaboratively with the Company to implement necessary controls.

4. PPE Requirements

Clearly outline **who provides personal protective equipment (PPE)** and what is required for specific tasks.

Sample Clause:

The Contractor shall ensure that all workers wear and use appropriate personal protective equipment (PPE) as required by law and Company policies. The Contractor shall be responsible

for providing PPE to its workers, ensuring proper fit and condition, and enforcing its use at all times while on-site.

5. Incident Reporting & Investigation

Contractors must be required to **report all safety incidents, near misses, and hazards** immediately.

Sample Clause:

The Contractor shall report all workplace incidents, injuries, near misses, and identified hazards to the Company's OHS department immediately and no later than [INSERT TIMEFRAME, e.g., 24 hours] after occurrence. The Contractor shall cooperate fully with any investigations conducted by the Company and regulatory authorities.

6. Stop-Work Authority

Give the company the right to **stop unsafe work immediately** if a contractor fails to comply with safety policies.

Sample Clause:

The Company reserves the right to stop any work performed by the Contractor that is deemed unsafe or in violation of OHS laws or Company policies. The Contractor shall immediately cease work upon receiving such notice and shall not resume operations until corrective measures have been implemented and approved by the Company.

7. Enforcement & Penalties

Contracts should outline **clear consequences** for non-compliance, including termination.

Sample Clause:

Failure to comply with the safety requirements outlined in this Agreement shall be grounds for disciplinary action, up to and including termination of the contract. The Contractor

acknowledges that repeated violations may result in financial penalties or suspension from future work with the Company.

8. Indemnification & Liability

Protect your company from **financial and legal liability** if a contractor’s actions cause injury or regulatory penalties.

Sample Clause:

The Contractor shall indemnify and hold harmless the Company, its directors, officers, employees, and agents from and against any claims, liabilities, damages, costs, or expenses (including legal fees) arising out of or resulting from the Contractor’s failure to comply with OHS laws, workplace safety regulations, or this Agreement.

Jurisdictional Differences in Contractor Safety Requirements

While the general principles of contractor safety apply across Canada, **specific legal obligations vary by province and industry**. The table below highlights key differences:

Jurisdiction	Contractor Safety Requirements	Key Compliance Considerations
Federal (Canada Labour Code, Part II)	Contractors must comply with federal OHS laws if working in federally regulated sectors (transportation, banking, telecom, etc.)	Employers must ensure contractors meet safety requirements through contracts and oversight.
Ontario	Employers must ensure that contractors follow OHS laws under the Ontario Occupational Health and Safety Act (OHSA) .	JHSC must be involved in contractor safety oversight for certain workplaces.

Jurisdiction	Contractor Safety Requirements	Key Compliance Considerations
British Columbia	Prime contractors on multi-employer worksites must coordinate safety under WorkSafeBC regulations .	The host employer may be liable if a contractor is injured due to inadequate supervision.
Alberta	Employers hiring contractors are responsible for ensuring they meet OHS Code requirements .	Joint hazard assessments between employer and contractor are required.
Québec	Contractors must follow CNESST safety requirements .	Employers must assess contractor OHS performance before hiring.

Final Thoughts: Strong Contracts, Safer Worksites

Safety isn't just a **worksite issue**—it starts **before work even begins**, at the contract negotiation stage. **Without strong contractual safety provisions, enforcing compliance becomes significantly harder.**

By ensuring that contractor agreements **clearly define safety responsibilities, reporting obligations, and enforcement mechanisms**, OHS managers can **reduce risks, prevent incidents, and protect their organization from liability.**

Before finalizing any contractor agreement, ask yourself: **Does this contract make it clear that safety is non-negotiable?** If the answer isn't a firm **yes**, it's time to revise it.