

FUNDING AGREEMENT

(Saskatchewan Workers' Compensation Board Contract #23B1)

THIS AGREEMENT is made in duplicate between:

THE SASKATCHEWAN WORKERS' COMPENSATION BOARD,

Having its mailing address at:
200-1881 Scarth Street, Regina, Saskatchewan, S4P 4L1 (the "WCB")

AND

SASKATCHEWAN CONSTRUCTION SAFETY ASSOCIATION

A membership SAFETY ASSOCIATION incorporated under *The Non-Profit Corporations Act, 2022 [or the Canada Not-for-profit Corporations Act S.C. 2009, c. 23]*, under Certificate of Incorporation No; 290971, and

Having a place of business at:
498 Henderson Drive, Regina, Saskatchewan, S4R 2P7 (the "SAFETY ASSOCIATION")

Subsection 146(1) of The *Workers' Compensation Act, 2013* (the "Act") enables the WCB to make a grant to a SAFETY ASSOCIATION formed by employers in any CLASS established under the Act for the purpose of injury prevention and workplace safety, from funds charged against the CLASS represented by the SAFETY ASSOCIATION and levied as part of the assessment against that CLASS;

WHEREAS the Act does not require the WCB to make grants to the SAFETY ASSOCIATION, but the WCB wishes to support certain efforts of the SAFETY ASSOCIATION in a collaborative manner as outlined in this Agreement;

AND WHEREAS the WCB is legally responsible to ensure that any FUNDS provided to the SAFETY ASSOCIATION are utilized appropriately and that the interests of all employers in the SAFETY ASSOCIATION's class are represented;

AND WHEREAS the WCB and the SAFETY ASSOCIATION value and are committed to INJURY PREVENTION and workplace safety;

AND WHEREAS the SAFETY ASSOCIATION's purposes are to promote INJURY PREVENTION and workplace safety through education, training, and other initiatives, and to support INJURY PREVENTION and workplace safety programs for workers and employers in the CLASS it represents;

THEREFORE, the parties agree as follows:

Section 1 – Definitions

1. In this Agreement:

- a) "AUDIT" means a formal inspection and verification of a SAFETY ASSOCIATION's financial and operational records, programs, and any other supporting documents to verify compliance with this Agreement to ensure that the SAFETY ASSOCIATION is using the FUNDS appropriately and that the interests of all EMPLOYERS in the CLASS are represented;
- b) "BOARD" means the board of directors of the SAFETY ASSOCIATION;

- c) "CAPITAL RESERVE FUND" means a reserve fund created by a SAFETY ASSOCIATION to fund a specific capital project;
- d) "CHAIRPERSON" means the senior elected officer of the SAFETY ASSOCIATION;
- e) "CLASS" means the EMPLOYERS in the B11, B12, and B13 rate codes that have formed themselves into the SAFETY ASSOCIATION;
- f) "CONFLICT OF INTEREST" has the meaning given to that term in Section 4 of this Agreement;
- g) "COST RECOVERY SERVICES" means services supplied by the SAFETY ASSOCIATION to customers who do not already have an established SAFETY ASSOCIATION for their rate code and include but are not limited to affiliate membership status, safety consulting, auditing or training;
- h) "EMPLOYER" means any person, corporation, firm, association or body from the CLASS represented by the SAFETY ASSOCIATION as amended from time to time by the WCB;
- i) "FUND ADMINISTRATOR" means WCB's Vice President of Prevention and Employer Services or designate;
- j) "FUNDING APPLICATION PROCESS" means the funding application process outlined in Schedule B;
- k) "FUNDS" means the funds the WCB advances to the SAFETY ASSOCIATION pursuant to this Agreement;
- l) "INJURY PREVENTION" means and includes primary injury prevention which is the process of identifying and controlling hazards proactively to prevent injuries from occurring in the first place, and secondary injury prevention which is the process for mitigating and controlling hazards after an injury or incident has already occurred;
- m) "MEMBER" of a SAFETY ASSOCIATION means an EMPLOYER within the rate code(s) for which the "SAFETY ASSOCIATION" was established;
- n) "OPERATIONAL PLAN" means a SAFETY ASSOCIATION's annual plan reflecting how it will implement its STRATEGIC PLAN, including information on proposed programs and activities;
- o) "OPERATING RESERVE FUND" means money set aside by the SAFETY ASSOCIATION to cover operating costs of the SAFETY ASSOCIATION in the event of unexpected expense or financial obligation;
- p) "SAFETY ASSOCIATION" means an association of EMPLOYERS in any CLASS who form themselves into an association for the purpose of INJURY PREVENTION and workplacesafety;
- q) "SAFETY MANAGER" means the chief executive officer or designate of the SAFETY ASSOCIATION charged with managing and directing the affairs of the SAFETY ASSOCIATION subject to the instructions and authority given by the SAFETY ASSOCIATION's BOARD;
- r) "STRATEGIC PLAN" means the SAFETY ASSOCIATION's multi-year plan that assesses the current state of the association, establishes future goals and targets, and describes the strategies it will implement to reach them;
- s) "SURPLUS FUNDS" means any FUNDS not spent or deferred in a given calendar year under this Agreement;
- t) "WORKER" means any worker who has entered into or works under a contract of service or employment with an EMPLOYER from the CLASS represented by the SAFETY ASSOCIATION, and may include any paid union representative from a union representing workers from employers in the rate code or a worker who was seriously injured while working in the rate code funding the SAFETY ASSOCIATION;
- u) "WCB" means the Saskatchewan Workers Compensation Board established under the Saskatchewan's Workers Compensation Act, 2013.

Section 2 – Purpose

2. The purpose of this Agreement is to set out the terms and conditions pursuant to which the WCB will disburse FUNDS to the SAFETY ASSOCIATION.

Section 3 – Obligations of the WCB

3. Under this Agreement, the WCB shall:
 - a) As provided for and as set out in Schedule A, provide injury data related to the hazards / risks in the SAFETY ASSOCIATION's CLASS for planning purposes;
 - b) As required by Schedule B, provide estimated payroll and levy amounts to the SAFETY ASSOCIATION;
 - c) Provide FUNDS to the SAFETY ASSOCIATION for all or portions of the SAFETY ASSOCIATION's annual funding request using the FUNDING APPLICATION PROCESS set out in Schedule B;
 - d) Where the FUND ADMINISTRATOR has approved all or portions of the SAFETY ASSOCIATION's annual request for FUNDS under Schedule B, make equal quarterly payments to the SAFETY ASSOCIATION;
 - e) Monitor and evaluate the SAFETY ASSOCIATION'S quarterly reporting requirements in paragraph 4(g) and its annual reporting requirements set out in Schedule B;
 - f) Provide information about this Agreement, WCB policy and guidelines to assist the SAFETY ASSOCIATION with orientation of its BOARD;
 - g) Provide additional funding for:
 - i. SAFETY ASSOCIATION governance and education training for the SAFETY ASSOCIATION BOARD and senior leaders, to be provided by a vendor approved by the WCB; and
 - ii. Non-profit program evaluation training to be provided by a vendor approved by the WCB;
 - h) Conduct AUDITS of the SAFETY ASSOCIATION in accordance with Schedule E;
 - i) WCB will pass any positive or negative feedback it receives about the SAFETY ASSOCIATION, its members or staff, to the SAFETY ASSOCIATION to the attention of the SAFETY MANAGER. If negative feedback is about the SAFETY MANAGER, the WCB may pass it to the Chair of the Board.
 - j) WCB agrees to apply its Conflict of Interest Policy to all relationships and circumstances relevant to this Agreement.

Section 4 – Obligations of the Safety Association

4. Under this Agreement the SAFETY ASSOCIATION shall:
 - a) At all times be registered as a membership corporation pursuant to *The Non-profit Corporations Act, 2022, S.S. 2022, C 25* (as amended) or the *Canada Not-for-profit Corporations Act S.C. 2009, c. 23* (as amended) and maintain a registered office in the Province of Saskatchewan;
 - b) Develop and maintain a STRATEGIC PLAN and an OPERATIONAL PLAN;
 - c) Based on its STRATEGIC and OPERATIONAL PLANS, promote INJURY PREVENTION and workplace safety through education, training, and other initiatives, and support INJURY

PREVENTION and workplace safety programs for EMPLOYERS and WORKERS in the CLASS they represent.

- d) Ensure that all its training and programs meet minimum occupational health and safety legislation standards in Saskatchewan;
- e) Follow the FUNDING APPLICATION PROCESS in Schedule B;
- f) Use the FUNDS only for the purposes the WCB has approved and track the FUNDS separately from funds generated through COST RECOVERY SERVICES;
- g) Provide to the WCB a brief quarterly report reflecting year to date (1) variances in activities against activities set out in the OPERATIONAL PLAN and (2) variances in spending against the annual budget greater than ten (10) percent and over \$7,500.
- h) Be governed by a Board of Directors, a majority of the Directors of which represent relatively equally employers and workers in the rate codes the SAFETY ASSOCIATION represents.
- i) For the purpose of ongoing good communication between the FUND ADMINISTRATOR and the SAFETY ASSOCIATION, the FUND ADMINISTRATOR will appoint a person to be the WCB's advisor to the SAFETY ASSOCIATION Board. The advisor will:
 - i) Provide relevant information and updates from the FUND ADMINISTRATOR to the SAFETY ASSOCIATION Board and relay relevant information and updates from the SAFETY ASSOCIATION Board to the FUND ADMINISTRATOR;
 - ii) Provide to the SAFETY ASSOCIATION Board thoughts, input and advice on matters of importance to WCB;
 - iii) At a minimum, attend or have a designate attend, quarterly SAFETY ASSOCIATION Board meetings as an advisor;
 - iv) Have no vote at SAFETY ASSOCIATION meetings;
 - v) Unless invited by the BOARD, not be permitted to attend any in camera sessions of the SAFETY ASSOCIATION Board;
 - vi) Adhere to the same standards of conduct, confidentiality, conflict of interest and meeting attendance as members of the SAFETY ASSOCIATION Board;
- j) Submit required documentation and comply with the reporting requirements set out in Schedule B;
- k) Practice principles of effective governance to support BOARD members in their role;
- l) Ensure the SAFETY MANAGER or designate attends an annual meeting between all Safety Associations and representatives of the WCB including the FUND ADMINISTRATOR and/or designate(s);
- m) Ensure that the SAFETY ASSOCIATION's policies, procedures, constitution, and bylaws are not inconsistent with this AGREEMENT;
- n) By any means at the discretion of the SAFETY ASSOCIATION, obtain regular feedback from its MEMBERS to evaluate MEMBER satisfaction on the delivery of INJURY PREVENTION and workplace safety programs, such feedback to be obtained at least once every five years;
- o) In the spirit of cooperation and not to the detriment of any SAFETY ASSOCIATION, work cooperatively to share information and resources with other Saskatchewan SAFETY ASSOCIATIONS for the purpose of enhancing the knowledge of all SAFETY ASSOCIATIONS and reducing operational costs;
- p) Abide by the laws and regulations of the Province of Saskatchewan and of Canada in force from time to time, including but not limited to:
 - i) *The Workers' Compensation Act, 2013;*

- ii) *The Freedom of Information and Protection of Privacy Act*;
 - iii) *The Health Information Protection Act*;
 - iv) *The Saskatchewan Employment Act*;
 - v) *The Non-Profit Corporations Act, 2022*;
 - vi) *The Non-profit Corporations Regulations, 2022*;
 - vii) *the Canada Not-for-profit Corporations Act S.C. 2009, c. 23*;
 - viii) *the Income Tax Act*;
- q) Unless otherwise agreed with the WCB, make the following information available to its MEMBERS, on its website or member portal:
- i) the STRATEGIC PLAN approved by the SAFETY ASSOCIATION's BOARD and signed by a member of the SAFETY ASSOCIATION's executive;
 - ii) the annual budget, approved by the SAFETY ASSOCIATION's BOARD and signed by a member of the SAFETY ASSOCIATION's executive;
 - iii) the annual report, no later than 120 days after the end of the SAFETY ASSOCIATION's fiscal year;
 - iv) the annual audited financial statements, no later than 120 days after the end of the SAFETY ASSOCIATION's fiscal year;
 - v) the names of the SAFETY ASSOCIATION's BOARD and committee members that oversee the SAFETY ASSOCIATION's activities;
 - vi) the SAFETY ASSOCIATION's bylaws and constitution;
 - vii) the terms of reference for the SAFETY ASSOCIATION's BOARD and committee(s) that oversee the SAFETY ASSOCIATION's activities.
5. The SAFETY ASSOCIATION shall manage the FUNDS in accordance with ***The Non-Profit Corporations Act, 2022***, S.S. 2022 C .25 (as amended) or the ***Canada Not-for-profit Corporations Act S.C. 2009, c. 23*** (as amended) and under the following terms and conditions:
- a) Unless the FUND ADMINISTRATOR otherwise approves in writing, the FUNDS shall be used only for the purposes set out in the STRATEGIC PLAN and OPERATIONAL PLANS as reflected in the annual funding request outlined in Schedule B;
 - b) If the SAFETY ASSOCIATION has SURPLUS FUNDS at the end of any year, it will include in its funding request in the following year a plan for the use of the SURPLUS FUNDS;
 - c) The SAFETY ASSOCIATION shall establish a BOARD policy with respect to creation of an OPERATING RESERVE FUND and CAPITAL RESERVE FUNDS, and;
 - i) The SAFETY ASSOCIATION shall create and maintain an OPERATING RESERVE FUND in an amount that meets legal and good governance requirements for non-profit corporations;
 - ii) The WCB may contribute additional funds to the OPERATING RESERVE FUND to ensure adequate operating reserves to support the SAFETY ASSOCIATION's operations as they relate to INJURY PREVENTION and workplace safety activities funded by the WCB;
 - iii) The SAFETY ASSOCIATION may create CAPITAL RESERVE FUNDS from time to time for specific capital items.
 - iv) The WCB may make contributions to any CAPITAL RESERVE FUND as in its sole discretion it sees fit;
 - v) The SAFETY ASSOCIATION may also contribute funds from COST RECOVERY SERVICES to its OPERATING RESERVE FUND or any CAPITAL RESERVE FUNDS.

- d) Any unspent FUNDS and, upon reasonable request by the FUND ADMINISTRATOR, any assets directly arising from the FUNDS, shall be returned to the FUND ADMINISTRATOR to be used for the benefit of the CLASS:
 - i) Upon liquidation and dissolution of the SAFETY ASSOCIATION;
 - ii) If the SAFETY ASSOCIATION ceases to operate; or
 - iii) Upon termination of this Agreement.
- 6. CONFLICT OF INTEREST – In this Agreement, CONFLICT OF INTEREST means any real, potential or perceived conflict between the interests of an individual person on the one hand and the SAFETY ASSOCIATION on the other hand but does not include interests that are so remote or insignificant that they could not reasonably be regarded as likely to influence the SAFETY ASSOCIATION'S powers or discretion in obtaining and using the FUNDS.
- 7. Examples of CONFLICT OF INTEREST include, but are not limited to:
 - i) Knowing that a decision of the SAFETY ASSOCIATION might further an individual's private interests and seeking to influence a decision of the FUND ADMINISTRATOR or take part in a decision of the FUND ADMINISTRATOR;
 - ii) Knowing that a decision of the SAFETY ASSOCIATION might further the individual's private interests and seeking to influence a decision of the SAFETY ASSOCIATION or take part in a decision of the SAFETY ASSOCIATION;
 - iii) Accepting any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties connected to this Agreement;
 - iv) Personally accepting any material payment, service, loan, gift, trip, entertainment, or other favour from a supplier, contractor, distributor, subcontractor, customer or other entity with which the WCB or the SAFETY ASSOCIATION, as the case may be, does business;
 - v) Having a financial or personal interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement;
 - vi) Ownership of a material interest in any supplier, contractor, distributor, subcontractor, customer or other entity with which the WCB or the SAFETY ASSOCIATION, as the case may be, does business;
 - vii) Dealing with anyone with whom a relationship could bring their impartiality into question;
 - viii) Acting as an advocate or directly or indirectly acquiring the services of an advocate for or on behalf of any EMPLOYER or WORKER with respect to an individual worker's injury compensation claim;
 - ix) Acting as an advocate for or on behalf of any EMPLOYER with respect to claims costs and/or premium costs;
- 8. The SAFETY ASSOCIATION shall:
 - a. Require that its BOARD members, staff, contractors, and other individuals with authority to act on behalf of the SAFETY ASSOCIATION take reasonable steps to avoid CONFLICTS OF INTEREST and that they promptly disclose to the SAFETY ASSOCIATION the fact and details of any CONFLICT OF INTEREST;
 - b. Promptly handle any CONFLICT OF INTEREST involving a SAFETY ASSOCIATION BOARD member, staff member, contractor or other individual with authority to act on behalf of the SAFETY ASSOCIATION and disclose any unresolved situation to the FUND ADMINISTRATOR;

- c. With the assistance of the FUND ADMINISTRATOR, endeavor to resolve any CONFLICT OF INTEREST.
9. The SAFETY ASSOCIATION agrees to establish a CONFLICT OF INTEREST policy consistent with this Agreement, with a process to address CONFLICTS OF INTEREST.

Section 5 – Amendments

10. The parties intend that the provisions of this Agreement are consistent with WCB Policy POL 06-2020 and agree that the Policy and this Agreement should be interpreted to align with each other wherever possible to give full effect to both.
11. However, should policy or legislative changes or other circumstances occur that impact the efficacy of the Agreement, either party may give twenty-one (21) days' notice to the other of intention to open discussions about the impact of those circumstances and whether immediate amendments should be made to this Agreement or any guidelines in effect at the time. After discussions, the parties will make any necessary changes to the Agreement or guidelines and will put in place a transitional plan.

Section 6 – Term and Termination

12. This Agreement supersedes and replaces all prior existing agreements between the WCB and the SAFETY ASSOCIATION.
13. The initial term of this Agreement shall be five (5) years commencing on the first day of July, 2023, and concluding on the 31st day of December, 2028, with ongoing renewals for consecutive five-year terms unless otherwise terminated in accordance with this Agreement.
14. On the expiration of each five-year term, the Agreement will renew automatically under the same terms and conditions as the previous term unless the parties agree to modify the Agreement or the Agreement is terminated using the following process:
 - a. Should the WCB wish to modify the Agreement, WCB shall, before the expiry of the relevant five-year term, give twelve (12) months' written notice to negotiate to the SAFETY ASSOCIATION and to all other Safety Associations;
 - b. Should the SAFETY ASSOCIATION wish to modify the Agreement, the SAFETY ASSOCIATION shall, before the expiry of the relevant five-year term, give twelve (12) months' written notice to negotiate to the WCB and to all other Safety Associations;
 - c. When the WCB and/or one or more Safety Associations have given the required notice to negotiate, the parties agree to immediately enter good faith negotiations, including mediation and/or arbitration, and that all Safety Associations will be permitted to participate in the process;
 - d. Should the parties be unable to negotiate the terms of the renewal within six months, unless they otherwise agree, they will develop a transition plan for termination of the Agreement at the end of the then current five-year term.
15. If at any time during any term of this Agreement either party wishes to terminate this Agreement for breach of the Agreement, that party shall initiate the Dispute Resolution Process in Schedule E.

Section 7 – Dispute Resolution

16. Except for disputes with respect to the annual funding application process under Schedule B, if a dispute arises out of or in connection with this Agreement and the parties do not resolve some or all of the dispute through discussions, the parties agree to resolve the dispute using the DISPUTE RESOLUTION PROCESS set out in Schedule D.

Section 8 – No Agency

17. Nothing in this Agreement shall be construed as creating a partnership, an association, a joint venture, or agency relationship between the WCB and the SAFETY ASSOCIATION.

Section 9 – Indemnification

18. Without limiting the meaning of Section 8 above, and for greater certainty, the SAFETY ASSOCIATION will indemnify and will keep indemnified the WCB, its officers, employees and agents for:
- a) Any disclosure of, loss of or damage to information which may arise or be a consequence of a breach of any provision of this Agreement;
 - b) Any and all claims, actions, damages, costs and expenses which may arise from any act or omission of the SAFETY ASSOCIATION, its staff, directors, officers and agents, that results in a breach of this Agreement or where bodily injury, death or property damage is caused; and
 - c) This provision shall survive the termination of this Agreement.

Section 10 – Insurance

19. The SAFETY ASSOCIATION shall, at its own expense, obtain and at all times maintain during the duration of this Agreement, public liability and property damage insurance against claims for personal injury, death, or damage to property, arising out of the operation of this Agreement, or any of the acts or omissions of the SAFETY ASSOCIATION, or any of its directors, officers, employees or agents. The WCB and the SAFETY ASSOCIATION will consult with each other from time to time with respect to appropriate limits of coverage for various risks, but consider \$5,000,000 to be the appropriate coverage for general liability insurance.
20. Where such insurance is not obtainable or not in place, the SAFETY ASSOCIATION shall immediately inform the FUND ADMINISTRATOR.

Section 11 – General Contract Provisions

21. This Agreement shall be interpreted in accordance with the laws in force in the Province of Saskatchewan.
22. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all previous agreements relating to it, unless they are incorporated by reference into this Agreement.
23. This Agreement shall be binding on the parties and their successors.
24. This Agreement or part thereof is non-transferable.

Section 12 – Notice

25. Any notice, request, direction, or other communication required to be given or made by either party under this Agreement shall be in writing addressed to the party to whom the communication is directed. The communication is deemed to be delivered:
- a. If sent by email to the known, regularly monitored email address of the person to whom it is addressed, on the date the email is sent provided the sender received confirmation of receipt from the email address to which the email is sent;
 - b. If personally delivered, on the day it is personally delivered;
 - c. If sent by prepaid certified or registered mail, three (3) working days after it is mailed;

- d. If by courier, one (1) working day after it is sent by overnight courier;
26. Unless changed by either party by notice in the manner set out in this section:

- a. All notices to the WCB shall be directed to:

Mail: FUND ADMINISTRATOR
Workers' Compensation Board
200 - 1881 Scarth Street
Regina, Saskatchewan S4P 4L1

Email: FundAdmin@wcbsask.com

- b. All notices to the SAFETY ASSOCIATION shall be directed to:

Mail: CHAIRPERSON with copy to SAFETY MANAGER
SASKATCHEWAN CONSTRUCTION SAFETY ASSOCIATION
498 Henderson Drive,
Regina, Saskatchewan, S4R 2P7

Emails: CollinP@scsaonline.ca

IN WITNESS WHEREOF this Agreement has been signed this 11 day of December, 2023 by

SIGNED

THE WORKERS' COMPENSATION BOARD

Jennelle McGeough
Witness

Kim
FUND ADMINISTRATOR

Jennelle McGeough
Witness Name (Please Print)

Kevin Mooney
FUND ADMINISTRATOR Name (Please Print)

VP, Prevention and Employer Services
Title (Please Print)

AND on this 7 day of December, 2023 by

SIGNED

SAFETY ASSOCIATION

Allan Webb
Witness

K. Bird
Chairperson, Board of Directors

Allan Webb
Witness Name (Please Print)

Keith Bird
Chairperson, Board of Directors Name
(Please Print)

Edward Pyle
Witness

Edward Pyle
Witness Name (Please Print)

Colin Palle
Member, Board of Directors President

Colin Palle
Member, Board of Directors Name
(Please Print)

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Schedule A

INJURY DATA SHARING

1. Pursuant to Section 172 of *The Workers' Compensation Act, 2013* and the WCB's Privacy of Information (POL 05/2017) policy, specifically point 22 of that policy, and in accord with Section 29(2)(k) of *The Freedom of Information and Protection of Privacy Act*, the WCB will provide claim file and/or client information (injury data) to the SAFETY ASSOCIATION for the sole purpose of enabling the SAFETY ASSOCIATION to carry out its mandate of INJURY PREVENTION and safety, subject to the following terms and conditions; The SAFETY ASSOCIATION agrees:
 - a) That all injury data will be treated in a confidential manner;
 - b) Not to use claim numbers to identify individual claimants;
 - c) Not to reveal any injury data to any person or party, other than to employees of the SAFETY ASSOCIATION or to such other persons as may from time to time be designated by the WCB;
 - d) That employees who will have access to injury data will execute, and be bound by the "Confidentiality Undertaking" contained in Schedule C;
 - e) To be bound by the privacy and access provisions contained in *The Workers' Compensation Act, 2013*; *The Freedom of Information and Protection of Privacy Act*; and *The Health Information Protection Act*;
 - f) That all injury data obtained by the SAFETY ASSOCIATION in the course of the services carried out under this Agreement, and all reports, documents and correspondence shall be and remain the property of the WCB;
 - g) To make reasonable arrangements to maintain the security of the information that is provided to them by the WCB, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal;
 - h) To advise the WCB immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in the future jeopardize the privacy of individuals;
 - i) All results derived from the injury data including, without limitation, all data, plans, reports, assessments, summaries and information, shall be subject to the following undertakings on the part of the SAFETY ASSOCIATION:
 - i) That such results will be kept confidential and will not be revealed, published or disclosed to any person, organization or entity whatsoever, without prior written consent of the WCB; and
 - ii) That such reports will be used for such purpose as the WCB may direct and for no other purpose whatsoever;
2. The information to be provided by the WCB, primarily through electronic transmission, is limited to the following for active firms for the current and previous four (4) years of data:
 - a) Claim type;
 - b) Date of notification year;
 - c) Compensation costs, medical costs, pension costs, rehabilitation costs, and total costs of claim;
 - d) Compensation days paid on claim;
 - e) Part of body injured;
 - f) Cause and source of injury;
 - g) Diagnosis of injury;
 - h) Date of injury;
 - i) Worker's occupation, gender, and age at time of injury;

- j) Employer's firm name, firm number, rate code, sub code, address, alternate claim address, phone number, and e-mail address;
 - k) Employer and rate code payroll, injury rates, premium rates, no time loss claim count, time loss claim count, fatality count, total compensation costs, total medical costs, total rehabilitation costs, and total pension costs;
 - l) Employer experience rate, discounts and surcharges; and
 - m) Aggregate summary of data listed.
3. The WCB reserves the right to amend the type of information and data provided to the SAFETY ASSOCIATION.

METHOD OF SHARING INJURY DATA

4. Information described in clause 1(j) above shall be provided by the WCB to the SAFETY ASSOCIATION via a secured file sharing website;
- a) The initial data transfer can be accessed by the following person at the following email address:
 - (Name)
 - (Email Address);
 - b) The data file will be available for access for 15 days once the email has been sent to the SAFETY ASSOCIATION;
 - c) Thereafter, the SAFETY ASSOCIATION will ensure that any printouts of the data will be stored in a locked filing cabinet when not in use.

SECURITY OF INJURY DATA

5. To ensure compliance with *The Workers' Compensation Act, 2013*; *The Freedom of Information and Protection of Privacy Act*; and *The Health Information Protection Act*; the WCB and the SAFETY ASSOCIATION will:
- a) Ensure all data transfer occurs with the use of a secured file sharing website;
 - b) Store copies of the data on password protected computers to which only the SAFETY ASSOCIATION has access;
 - c) Ensure passwords contain a combination of upper and lower case letters and characters;
 - d) Lock all computers which contain copies of the data in a secure office or other building when not in use; and
 - e) Report any loss, suspected loss, or unauthorized disclosure of or access to data provided by the WCB to the SAFETY ASSOCIATION immediately to the WCB's Vice President, Prevention and Employer Services;
 - f) The following must be provided:
 - i) A description of the information involved, including any associative data of the SAFETY ASSOCIATION that may further compromise the data transferred under this Agreement;
 - ii) The date and place of the incident;
 - iii) The extent of known or probable compromise and the identity of unauthorized persons who had or are believed to have had access to the information;
 - iv) The action taken or contemplated to remedy the situation;
 - v) The existence of malware, ransomware, or any other malicious code that may be involved in the loss or compromise of data provided under this Agreement, and;
 - vi) Any further details which may assist in assessing the loss or compromise.

RETENTION OF DATA AND DOCUMENTATION

6. When requested by the FUND ADMINISTRATOR, the SAFETY ASSOCIATION shall:
- a) Delete all copies of the data and confirm such deletion in writing;
 - b) Return all confidential (*as defined by the WCB*) files, documents, correspondence and materials relating to work done, to the WCB or to its designated officer, employee or agent;
 - c) Destroy all files, documents, correspondence and materials not identified by the WCB as confidential, but which are the property of the WCB, and to provide proof of such destruction to the WCB.

Schedule B

FUNDING APPLICATION PROCESS

1. By April 30 in each year, the SAFETY ASSOCIATION will submit to the FUND ADMINISTRATOR the following:
 - a) The SAFETY ASSOCIATION's audited financial statements, notes and auditor's report for the previous year's operations (January 1 to December 31);
 - b) The SAFETY ASSOCIATION's Statement of Assets and Liabilities submitted to Information Services Corporation with their annual financial statement;
 - c) Proof of current liability and property insurance coverage commensurate with the SAFETY ASSOCIATION's operations;
 - d) A signed *Confidentiality Undertaking* for each SAFETY ASSOCIATION employee, contractor and BOARD director;
 - e) An annual report for the previous calendar year showing:
 - i) Detailed evaluation of the targets and actual outcomes, including an explanation of strategic variances;
 - ii) A variance report showing budgeted and actual expenses for the previous calendar year and an explanation for variances greater than 10% and over \$7,500 for each budget line item;
 - iii) Plans for use of SURPLUS FUNDS;
 - iv) A report on the status of and, where applicable, plans for the use of the SAFETY ASSOCIATION's OPERATING RESERVE and any CAPITAL RESERVES.
2. On or before June 30, each SAFETY ASSOCIATION will provide the FUND ADMINISTRATOR with its preliminary request for annual funding for the following calendar year.
3. On or before July 31, each SAFETY ASSOCIATION will submit to the FUND ADMINISTRATOR the following:
 - a) The SAFETY ASSOCIATION's STRATEGIC PLAN outlining strategic objectives and an OPERATIONAL PLAN for the next calendar year including information on proposed programs and activities;
 - b) The SAFETY ASSOCIATION's detailed funding request budget including a variance report that shows year to date budgeted and actual numbers and proposed differences from the current year's budget; and
 - c) A declaration from the SAFETY ASSOCIATION SAFETY MANAGER that the SAFETY ASSOCIATION BOARD is aware of the funding request, STRATEGIC PLAN and OPERATION PLAN to be submitted to the WCB.
4. Between August 1 and August 31, the FUND ADMINISTRATOR will meet with the SAFETY ASSOCIATION to review and discuss the request for funding.
5. The FUND ADMINISTRATOR will provide the SAFETY ASSOCIATION with information on the projected payroll/levy for the following year.
6. The SAFETY ASSOCIATION will provide its final funding request to the FUND ADMINISTRATOR by August 31. Should the FUND ADMINISTRATOR and the SAFETY ASSOCIATION be unable to agree on the entire amount of the funding request to go forward to the WCB Board, the FUND ADMINISTRATOR will approve that portion of the funding request where, as of August 31, there is agreement.
7. To prepare for the possibility that the FUND ADMINISTRATOR does not approve the entirety of the SAFETY ASSOCIATION's funding request, the parties agree each year to set aside three days between September 1 and September 15 for the purpose of the Mediation/Arbitration ("Med/Arb")

process referred to in paragraph 8 and to reserve those three days with the next available Mediator/Arbitrator listed in the DISPUTE RESOLUTION PROCESS in Schedule D.

8. The parties will use the Med/Arb process with respect to any portion of the funding request which the FUND ADMINISTRATOR has not approved. In that process:
 - a) The SAFETY ASSOCIATION will provide the Mediator and the FUND ADMINISTRATOR all the material they included in their request for funding along with a written submission including an explanation and rationale for the request for the portion of the funding the FUND ADMINISTRATOR has not approved.
 - b) The FUND ADMINISTRATOR will provide the Mediator with any additional material and a written submission including an explanation and rationale for not approving the portion of the funding not approved.
 - c) In their submissions, the parties will include any relevant WCB data, SAFETY ASSOCIATION plans and data, information on the impact of the request on premiums and/or levies and any other relevant information.
 - d) The Mediator will meet with the parties in mediation to assist them to resolve the difference. If the parties are not able to resolve the difference, then the Mediator will take on the role of Arbitrator, will consider all the material submitted by the parties in mediation along with final submissions and will decide on the funding request.
 - e) The Arbitrator's decision will be binding on the FUND ADMINISTRATOR and the FUND ADMINISTRATOR will approve any funding request the Arbitrator deems appropriate unless:
 - i) The decision will result in any rate increase; and/or
 - ii) The decision will result in an increase in funding of more than 5% over the highest approved funding in the last five years.
9. In the event of (e)(i) or (ii) above, the FUND ADMINISTRATOR will forward the Arbitrator's decision to the WCB Board as the Arbitrator's recommendation.

Schedule C

CONFIDENTIALITY UNDERTAKING

I, undertake as a condition of receiving information from the Workers' Compensation Board to use the information received solely for the purpose of advancing and enhancing workplace health and safety within the Province of Saskatchewan and further undertake that I will ensure the confidentiality of the information received in so that the intent and purpose of the protection of privacy required by the provisions of ***The Workers' Compensation Act, 2013, The Freedom of Information and Protection of Privacy Act***, and ***The Health Information Protection Act*** are respected and upheld on behalf of both injured workers and employers;

Without limiting the generality of the foregoing, I acknowledge that I clearly understand that I am not to disclose any information received in a manner which would permit the recipient to identify the information as pertaining to an individual worker or adversely affect the right to privacy of and the competitive position of an employer;

DATED at _____, in the Province of _____ this _____ day of _____,
A.D; 20____;

Witness

Signature

Witness Name (Please Print)

Name (Please Print)

Title (Please Print)

Schedule D

DISPUTE RESOLUTION PROCESS

1. Either party may provide the other with a Notice to Negotiate. The Notice to Negotiate shall be in writing, shall be given promptly to prevent any damages resulting from delay and shall specify the issue(s) in dispute and set out any proposed remedial action to rectify any alleged breach of the Agreement.
2. Each party will designate a representative or representatives to engage in the negotiations. Communications during negotiations shall be without prejudice for the purpose of settlement and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiations.
3. If the parties do not resolve some or all the issues set out in the Notice to Negotiate within thirty (30) days after a Notice to Negotiate has been given, either party may submit in writing to the other a Notice of Intent to Mediate which shall be in writing and shall specify the issue(s) still in dispute. The parties agree to conduct mediation in the following manner:
 - a. The parties agree they will engage the services of one of the following mediator/arbitrators (the "Mediator" or "Arbitrator" as the context requires) to conduct mediation, and failing settlement, arbitration:
 1. Rodger Linka
 2. Ronni Nordal
 3. Daniel Shapiro
 4. Anne Wallace
 - b. When a party has provided the other with a Notice to Mediate, the parties will select a Mediator from the list by rotation, starting with the first name on the list. If the Mediator so selected is unable to act, then the Mediator next on the list shall be selected until an available Mediator is found. When a party has provided the other with the next Notice to Mediate, the parties will select a Mediator from the list by rotation, starting with the second name on the list and will follow the same process over time for selection of the Mediator, moving one name down the list each time.
 - c. If a person on the list is unable to continue to act, the parties will appoint a new person to the list. If the parties are unable to agree on a new person, then they will ask the ADR Institute of Saskatchewan to provide them with the names of three Mediator/Arbitrators who would qualify to perform this service. Failing agreement by the parties on one of the three names provided, each party will be entitled to strike one person from the list of three and the remaining person will be added to the list.
 - d. Unless otherwise agreed to be by video or in another location, the mediation shall be held in person in Regina, Saskatchewan.
 - e. The parties agree to exchange all documents on which they intend to rely during the mediation no later than five (5) days before the date set for mediation.
 - f. The parties shall jointly select a date for mediation that is no later than thirty (30) days from the date of appointment of the Mediator.
 - g. Each party will be responsible for all their own costs with respect to mediation. The parties agree to share the fees and expenses of the Mediator and all administrative costs of mediation equally.
 - h. Communications during mediation shall be without prejudice for the purpose of settlement and shall be treated as confidential by the parties and their representatives, unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during mediation.

- i. During mediation, the parties agree to take no other steps in relation to the issues identified in the Notice of Intent to Mediate.
 - j. If the parties are unable to resolve the dispute through mediation, immediately on close of mediation, the Mediator will provide a written report to the parties confirming the parties have been unable to entirely resolve the issues in the Notice of Intent to Mediate and listing the issue(s) still in dispute (the Mediator's Report").
4. If the parties do not resolve all the issues in the Notice of Intent to Mediate through mediation, either party may, within fifteen (15) days from the date of the Mediator's Report, submit those issues to binding arbitration by submitting in writing to the other a Notice of Intent to Arbitrate which shall be in writing and shall specify the issue(s) still in dispute. The parties agree to conduct arbitration in the following manner:
- a. Unless otherwise agreed by both parties, the Mediator who conducted mediation will act as Arbitrator of the issues still in dispute.
 - b. Unless otherwise agreed to be by video or in another location, the arbitration shall be held in person in Regina, Saskatchewan.
 - c. Each party will be responsible for all their own costs with respect to the arbitration. The parties agree to share the fees and expenses of the Arbitrator and all administrative costs of arbitration equally.
 - d. Other than as modified by this Agreement, the arbitration shall be conducted in accordance with *The Arbitration Act, 1992, SS 1992, c A-24.1*, as amended from time to time.
 - e. Within ten (10) days of the selection of the Arbitrator, the claimant shall submit a written statement of claim to the Arbitrator and to the other party, containing a statement of facts, issues in dispute and remedies sought.
 - f. Within ten (10) days following the receipt of the statement of claim, the respondent shall submit a written statement of defence to the Arbitrator and to the claimant.
 - g. The parties shall jointly select a date for the hearing that is no later than thirty (30) days from the date following the submission of the respondent's statement of defence.
 - h. Each party shall deliver to the other party and to the Arbitrator no later than ten (10) days before the date set for a hearing, a copy of all documents on which the party intends to rely during the hearing.
 - i. The Arbitrator shall resolve the dispute in accordance with the laws of Saskatchewan.
 - j. The Arbitrator shall deliver the Arbitrator's award within thirty (30) days following the conclusion of the hearing. The Arbitrator's award shall be in writing, shall include reasons for the decision, and shall specify any remedial action required by either party to remedy any breach of this Agreement, and may include a finding that one party to the Agreement is entitled to terminate the Agreement in consequence of breach of the Agreement by the other.
5. The parties agree that the representatives selected to participate in this DISPUTE RESOLUTION PROCESS will have the authority required to settle the dispute or will have a rapid means of obtaining the requisite authority.

Schedule E

SAFETY ASSOCIATION AUDITS

The FUND ADMINISTRATOR will contract with independent third-party auditors to perform AUDITS of the SAFETY ASSOCIATION on the following basis:

1. Baseline AUDITS, some of which are already completed or in process, will be completed in 2023. For any SAFETY ASSOCIATION not yet audited, the FUND ADMINISTRATOR shall provide three (3) months' notice of commencement of the AUDIT.
2. Beginning with 2024 - 2029, the FUND ADMINISTRATOR will implement five-year cycles, during which an independent auditor will perform an AUDIT of each SAFETY ASSOCIATION. The FUND ADMINISTRATOR will provide the SAFETY ASSOCIATION with twelve (12) month's notice of its AUDIT.
3. The parties expect the AUDITS to be conducted using the AUDIT CHECKLIST in Schedule F as a guide for what is expected of the SAFETY ASSOCIATION, and in accordance with any guidelines provided by the auditor in compliance with auditing standards. The auditor is expected to provide their guidelines to the SAFETY ASSOCIATION at least thirty (30) days prior to the commencement of the audit.
4. The auditor will provide a draft audit report to the SAFETY ASSOCIATION for review and comment at least one (1) week before the auditor delivers the report to the FUND ADMINISTRATOR. The auditor will then finalize the audit report and deliver the final report to the FUND ADMINISTRATOR and the SAFETY ASSOCIATION.
5. Within thirty (30) days of receipt of the final audit report, the SAFETY ASSOCIATION will provide the FUND ADMINISTRATOR with a written plan to address any items of noncompliance including the steps the SAFETY ASSOCIATION will take and the timeframe for taking those steps. The FUND ADMINISTRATOR will collaborate with the SAFETY ASSOCIATION to review the plan and advise the SAFETY ASSOCIATION of any adjustments the FUND ADMINISTRATOR considers necessary. The SAFETY ASSOCIATION will update the FUND ADMINISTRATOR as it completes each item in the written plan. To the extent the SAFETY ASSOCIATION's updates on completion of items in the written plan might involve the SAFETY ASSOCIATION sharing confidential information with the FUND ADMINISTRATOR, the FUND ADMINISTRATOR will treat that information confidential to this Audit process unless disclosure is otherwise required by law.
6. The FUND ADMINISTRATOR will use an RFP process to choose the independent auditors and will invite the SAFETY ASSOCIATIONS to appoint one person to participate in the selection committee established to choose the independent auditors.

Schedule F

Funding Agreement Clause	Audit Checklist	Action Required
4a)	The auditor will obtain copy of the SAFETY ASSOCIATION's ISC Corporate Registration to verify that the SAFETY ASSOCIATION is registered as a member corporation.	
4b)	The auditor will obtain a copy of STRATEGIC and OPERATIONAL PLAN(s). The auditor will verify that initiatives were completed as indicated on the SAFETY ASSOCIATION's annual reporting document.	
4c)	The auditor will verify that the STRATEGIC and OPERATIONAL PLAN(s) promote INJURY PREVENTION and workplace safety in the rate codes funding the SAFETY ASSOCIATION.	
4d)	The auditor will verify that the SAFETY ASSOCIATION has a process in place to ensure that all its training and programs meet the standards in Saskatchewan occupational health and safety legislation and regulations.	
4e)	The auditor will verify that the SAFETY ASSOCIATION followed the funding application process in Schedule B.	
4f)	The auditor will verify that the SAFETY ASSOCIATION has tracked FUNDS separately by obtaining the SAFETY ASSOCIATION's audited financial statements.	
4f)	The auditor will verify that the SAFETY ASSOCIATION utilized the FUNDS only for their intended purpose.	
4g)	The auditor will verify that the SAFETY ASSOCIATION submitted quarterly budget reports to its Board of Directors to determine if there was a variance in spending against the annual budget greater than ten (10) percent and over \$7,500.	
4g)	The auditor will verify that the SAFETY ASSOCIATION submitted quarterly reports to its Board of Directors to determine if there was a variance in activities against activities set out in the OPERATIONAL PLAN.	
4h)	The auditor will verify that a majority of the SAFETY ASSOCIATION's directors represent, relatively equally, employers and workers from the rate codes the SAFETY ASSOCIATION represents.	
4j)	The auditor will verify that the SAFETY ASSOCIATION has submitted documentation to comply with Schedule B reporting requirements.	
4k)	The auditor will verify that the SAFETY ASSOCIATION practices principles of effective governance.	
4l)	The auditor will verify that the SAFETY MANAGER and designate attended the SAFETY ASSOCIATION's annual meetings.	
4m)	The auditor will verify that the SAFETY ASSOCIATION's policies, procedures, constitution and bylaws comply with this Agreement and Policy.	
4n)	The auditor will verify that the SAFETY ASSOCIATION has obtained feedback from their MEMBERS at least once every five (5) years to	

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	evaluate MEMBER satisfaction on the delivery of INJURY PREVENTION and workplace safety programs.	
4o)	The auditor will verify that the SAFETY ASSOCIATION has worked cooperatively to share information and resources with other Saskatchewan Safety Associations.	
4p)	The auditor will consider compliance with related legal obligations as they complete the audit.	
4q)	The auditor will verify that MEMBERS have access to key information outlined in paragraph 4(q) on the SAFETY ASSOCIATION's website and/or member portal.	
5a)	The auditor will verify that the SAFETY ASSOCIATION used the FUNDS as set out in the annual funding request.	
5b)	The auditor will verify that the SAFETY ASSOCIATION properly accounted for any SURPLUS FUNDS at the end of the year and made the SURPLUS FUNDS part of the funding request the following year.	
5c)	The auditor will verify that the SAFETY ASSOCIATION has established a BOARD policy with respect to creation of and management of an OPERATING RESERVE FUND and CAPITAL RESERVE FUND(s).	
9)	The auditor will verify that the SAFETY ASSOCIATION has established and implemented a conflict of interest policy consistent with this Agreement, with a process to address CONFLICTS OF INTEREST.	
9)	The auditor will verify that the SAFETY ASSOCIATION is not awarding contracts to individuals in circumstances that would constitute a CONFLICT OF INTEREST.	
	Budget	
	The auditor will review all transactions to verify they are aligned with the purpose of the SAFETY ASSOCIATION including INJURY PREVENTION and safety education, programs, and training for their members and for the specific purposes as outlined in the STRATEGIC and OPERATIONAL PLANS and SAFETY ASSOCIATION budget.	
	Through electronic data sharing, the auditors will review each expense account and the invoices and any other supporting documents that align with those expense accounts. Examples include:	
	1. Advertising (supporting documentation could be a marketing plan, communications policy, BOARD approval for a specific marketing campaign, etc. and invoices)	
	2. Office space (documents for example could be lease agreements, invoices)	
	3. Building maintenance and utilities (invoices, maintenance agreements, etc.)	
	4. Equipment purchases, leases, rentals (agreements and invoices)	

	5. Insurance (policies and invoices)	
	6. Memberships and subscriptions (relevancy to the organization and invoices)	
	7. Office supplies, postage, printing, utilities (invoices)	
	8. Telephone (cell phone policy, invoices)	
	9. Meetings and seminars (invoices)	
	10. Professional development (documents could be invoices, certificates of completion of training)	
	11. Program development (For example, CSA standards, invoice, relevancy to the program, etc.)	
	12. Legal and audit (invoices)	
	13. Salaries and benefits (BOARD approval for salary ranges, bonuses, benefits, how was salary ranges determined, raise process, timesheets (approval process of the timesheets), sick time, vacation time)	
	14. Travel (travel policy, expense forms, relevancy of the travel, is the cost reasonable)	
	15. Contingency fund (BOARD approved policy; verify it meets the requirements of the FUNDING AGREEMENT)	
	16. Entertainment costs	
	17. Board of Directors costs	