Partnership Agreement
Between
Allied Construction Industries
And
Occupational Safety & Health Administration
OSHA

2006

Contents

I.	Objective
II.	Background
III.	Goals/Strategies/Measurements
IV	OSHA's Commitment/Pledge
V.	Commitment by ACI Members
VI.	Employee/Employer Rights
VII.	Termination of Agreement
VIII.	Partnership Evaluation
IX.	Duration And Location of Partnership

I. OBJECTIVE

The above named groups developed this partnering agreement jointly. The common objective and goal of the agreement is to provide a safe and healthful work environment for employees engaged in construction activities in Ohio, and to help prevent serious accidents within the industry through increased training and implementation of enhanced safety and health programs.

By focusing its efforts and utilizing the skills and resources of the Allied Construction Industries (ACI) trade association, their member employers, and with assistance by OSHA, it is believed that through this cooperative and voluntary program, hazards and serious injuries can be reduced at Ohio jobsites and participants will achieve an injury and illness rate below the National average for the construction industry.

This initiative represents a voluntary agreement and affords a partnership alternative to the traditional OSHA enforcement procedures. This partnership program is consistent with OSHA's long-range efforts to develop a business/labor/government partnership approach to safety management, allows for better use of OSHA resources, and encourages more participation in the safety process by each stakeholder. Representatives of the building trade organizations most directly involved or affected by this partnership have been consulted and encouraged to provide input on an ongoing basis to help suggest improvements and further enhancements to this partnership initiative.

II. BACKGROUND:

Allied Construction Industries (ACI) is a trade association focused on commercial construction with over 600 member companies with over 30,000 employees representing all aspects involved in this industry. Member companies include: site construction, concrete, masonry, metals, wood and plastics, thermal and moisture protection, doors and windows, finishes, specialties, equipment, furnishings, special construction, conveying systems, mechanical, electrical and service industries.

ACI's mission is to provide opportunities for members and leadership to the Greater Cincinnati Construction community and ACI's focus is to provide the means and measures to help its members develop and grow. One of ACI's principle goals and a long standing commitment of the association is to promote safety awareness and serve as a safety resource for its members. This safety commitment includes information, education, referrals and training.

ACI and OSHA believe that maintaining a focus on safety saves lives, time and dollars. The impact of accidents leads to employee deaths, injuries, equipment damage, worker's compensation increases, insurance increases, down time, increases in temporary employee costs, fines, penalties and civil penalties. A focus on safety is one objective that OSHA and all ACI members have in common.

In 1998 the ACI Board of Directors, realizing the importance of safety for their members, agreed to increase the organization's commitment and resources to the safety efforts.
A full-time safety director was hired and given the long-term goal of developing a safety training institute, geared to quality education and training of ACI members.

OSHA along with ACI has a vested interest in protection of employees and working with other associations and groups to assist in promoting safety.

With a lack of staff to be able to inspect every job site and project, joint efforts by ACI and OSHA will provide an opportunity to reach larger populations and keep the focus on safety and in the forefront.

Continuing this partnership will increase OSHA's visibility within ACI's membership and help to continue to change the relationship from adversarial to one of cooperation.

III. GOALS /STRATEGIES/MEASUREMENTS

It is hoped that hazards and serious injuries can be reduced and injury & illness rates will fall 15% below the national average for the construction industry over the life of the partnership. This is a voluntary agreement offering an alternative to traditional OSHA enforcement procedures for ACI members.

Goal	Strategy	Measurement
Maintain lost time injuries and illnesses 15% below the national average.	Frequent job site inspections utilizing a system developed by the Partnership Members, a written record will be kept for all such inspections.	Injury/Illness rate from OSHA 300
Increase employee training including the # of employee receiving 10 and 30 hour OSHA training and other specific hazard training	Site Specific Safety review meetings OSHA 10 and 30 hour courses Other hazard-specific training will be conducted on an as-needed basis.	# of employees receiving 10 hour training # of employees receiving 30 hour training # of employees receiving other safety and health training
Increase the number of employers having written safety and health programs	Require written safety and health programs in order to participate	# of employees who have had safety and health programs reviewed

Comment: Require what in writng?

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TRAINING PARTNERSHIP:

ACI will administer this partnership program and serve as the principle safety resource for ACI members as requested. ACI responsibilities include:

1. Act as liaison for members with OSHA if requested. Members can call ACI with questions and ACI will contact OSHA for responses. ACI will also send a representative to information hearings as well.
2. ACI will offer on-going, quality training focusing specifically on OSHA focused areas, i.e., fall protection, scaffolding, trenching, etc.
3. ACI will provide toolbox talks to members to assist with their training efforts. ACI also offers a prepackaged safety awareness program that includes toolbox talks as well as specific safety slogans and novelty gifts.
4. ACI will provide up-to-date information and materials to members from OSHA, the BWC, AGC and other sources.
5. ACI will provide OSHA interpretations of major standards as well as local inspection perspectives to members to keep them up-to-date and informed.
6. ACI will work with OSHA to develop safety-training criteria for training programs that ACI offers to members in order for them to meet OSHA training requirements applicable to their industry.
7. ACI will use the defined safety training criteria to offer training for members that agree to be involved in this partnership agreement.
8. ACI will assist members with written safety and health policies and procedures with an emphasis on company/employee responsibilities.
9. ACI will solicit grants to further develop a “safety training institute” for hands on training in fall protection, scaffolding, trenching, etc.
10. ACI will administer the overall partnership program, including partnership application evaluations. This evaluation will include demonstrated safety and health

programs, training commitments, OSHA citation history, fatalities, injury/illness experience and similar factors.

11. ACI will notify OSHA with the names of partnering members.
12. ACI will conduct initial application documentation verifications as well as periodic statistical evaluations to determine the impact and effectiveness of this partnership agreement with OSHA. On-site audits will be provided by ACI to members upon request.
13. ACI will assist partners develop safety committees by providing draft safety committee structures and guidelines.
14. ACI will assist partners develop Job Safety Analysis (JSA) by providing information and samples upon request.
15. ACI will provide monthly reminder notices for partners to report any OSHA inspections/citations, etc.

IV. OSHA's Commitment / Pledge

1. OSHA agrees to subject participating ACI members to OSHA inspections as noted:
   a. OSHA receives a report of imminent danger or a formal written complaint filed by a current employee or employee representative;
   b. A fatality/catastrophe as defined in OSHA Instruction CPL2.103.
2. OSHA will randomly select from the partnership member list 10% of the partners for unannounced onsite verification inspections. At a minimum, there will be one OSHA onsite monitoring inspection annually. In addition, any OSHA inspection of a participant's jobsite can serve as a verification inspection. During the opening conference, the selected inspection sites will be evaluated for a focused or non-focused inspection. Inspections shall be conducted in accordance with all current guidelines and National/Regional Office policy.
3. OSHA will assist ACI in the development of training criteria.
4. OSHA will provide technical information to ACI in order to help secure grants to further the "safety training institute" development.
5. OSHA will provide a representative to meet with ACI members on a regular basis (quarterly) to discuss current job site findings, current violation trends and possible options/corrective measures to eliminate hazards.
6. OSHA will share information on current violations, statistics, and relevant standard interpretations, proposed standards, etc. with ACI members.
7. OSHA will recognize and consider ACI safety-training programs when inspecting jobsites of partnering members.
8. Where participating members have established and implemented a

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comprehensive safety program (such as referenced in FRN 54:3904-3916, A Safety and Health Program Management Guidelines, January 26, 1989 and/or American National Standards Institute (ANSI) A 10.38, Basic Elements of an Employer Program to Provide a Safe and Healthful Work Environment), including the appropriate monitoring/ presence of a competent person(s) (as defined within 29 CFR 1926.32(f)), ensuring program enforcement, employee involvement and effectively trained their employees and supervisors (e.g. utilizing ACI's safety training program or equivalent training), OSHA will focus and limit the scope of its investigation to the four primary groups of hazards which account for most fatalities and injuries in the construction industry: falls, electrical hazards, caught in/between hazards, and struck-by hazards.

9. Consider participants eligible for maximum good faith, size and penalty reductions.
10. Normally not issue citations for "other-than-serious" violations, which are immediately abated or corrected in the presence of the compliance officer.

V. Commitment by ACI Members

IN ORDER TO TAKE ADVANTAGE OF THIS PARTNERING AGREEMENT BETWEEN ACI AND OSHA, MEMBERS AGREE TO THE FOLLOWING:

1. Sign a letter indicating their participation.
2. Verify that their company has not had a willful or repeat serious violation from any Ohio OSHA offices within the past three years.
3. Verify that they have a comprehensive written safety and health program meeting established criteria. Verify that their policies and procedures hold supervisors and employees accountable for following safety rules and OSHA regulations.
4. Although not required by Federal regulations or standards, as an enhancement to safety & health, commit to the use of 100% fall protection when performing work that is in excess of 6 feet above a lower level.
5. Provide the level of training required by OSHA regulations.
6. Ensure that within one year after obtaining acceptance into the partnership that all supervisory personnel/competent persons engaged in construction activities will have completed the OSHA 30-hour course for construction or its equivalent. Training documentation must be forwarded to ACI.
7. Ensure that within one year after obtaining acceptance into the partnership that all non-supervisory personnel engaged in construction activities will have completed the OSHA 10-hour course for construction or its equivalent. Records will be forwarded to ACI.
8. After the initial training, require every employee to attend two safety classes a year.

9. Note: All new employees will receive a 2-hour safety orientation when hired. Full-time employees on the job after six months will receive the remaining necessary training. Summer employees and interns will receive the 2-hour safety orientation, but will be exempt from the 10-hour or equivalent requirement as identified by this partnership agreement.

10. Provide periodic and annual safety related data/statistics to ACI such as man-hours worked, lost work day injuries, accident records and OSHA inspection results. ACI will take this information from all partners and provide a summary of statistical data without company identification for OSHA. This data will be used to evaluate the merits of this partnering program and to make recommendations for continuous improvement.

VI. EMPLOYEE/EMPLOYER RIGHTS

As an integral part of an effective safety and health program (as defined within Section IV) the availability of employees to exercise their rights which are guaranteed under the OSH Act and regulations (such as, but not limited to, the right to file a safety and health complaint, and the right to information collected pursuant to OSHA requirements (e.g. the OSHA-300 log and medical exposure records) will not be infringed. It is anticipated that routine employee involvement in the day-to-day implementation of worksite safety and health programs will be assured, including employee participation in employer self-audits, site inspections, job hazard analyses, safety and health program reviews, and mishap investigations.

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with the Act."

VII. TERMINATION OF AGREEMENT

Either partner may withdraw from this agreement by providing written notification to the other partner. Termination shall be effective thirty days after receipt of notification.

Furthermore, any individual contractor electing to participate in this program may withdraw from this agreement by providing written notification to ACI and OSHA. Termination shall be effective thirty days after receipt of notification.

Unless modified or superseded, this partnership agreement will expire on or before March 13, 2009. As indicated, should any party choose to withdraw prior to that date, a 30 day written notice will be given to the other members of the partnership, and the partnership agreement will terminate. Any party may also propose modification or amendment to the program subject to concurrence by the other partner(s) to the agreement.

The OSHA Area Director has exclusive rights to terminate a company from this partnership at will, without notice or reason.

VIII. PARTNERSHIP EVALUATION

All participants will evaluate this partnership yearly. Such evaluation will include criteria such as, but not necessarily limited to, contractor lost workday injury rates, number of OSHA recordable injuries, workers compensation experience modification rates, number of employees trained, etc. ACI's evaluation will include a comparison of the contractor's experience modification rates with the industry average, and will also compare the contractor's OSHA lost work day injury and illness rates with the latest available USDOL Bureau of Labor Statistics data for the contractor's SIC code. As outlined previously, ACI

will provide a summary of this information to OSHA during January of each year.

Following implementation of the partnership agreement, annually during the term of the agreement, all participating contractors shall submit a data form to ACI so that lost time incident rates can be monitored and measured. Such information will be used as an ongoing evaluation tool helping to gage the effectiveness of the program and will be used to compile the annual evaluation as noted above.

It is anticipated that OSHA's onsite evaluation of the effectiveness of this partnership agreement will occur during the normal course of compliance investigations and onsite inspections consistent with the criteria specified within this partnership agreement.

IX. DURATION AND LOCATION OF PARTNERSHIP

The Partnership Program was initially located within the twenty (20) county area in southwestern Ohio covered by the Cincinnati OSHA Office. A joint decision by both partners in this agreement, i.e. the Cincinnati OSHA Office and ACI, has resulted in a decision to expand coverage of this partnership program to all OSHA areas within the State of Ohio.

This Partnership Agreement will expire March 30, 2009.

Company Name: Allied Construction Industries	**Contact Person:** **Terry M. Phillips**
Address: 3 Kovach Drive Cincinnati, OH 45215	**Signature:**
	Title: Associate Director
Phone: **(513) 221-8020**	**Fax:** (513) 221-8023

Signature of intent to participate in this ACI/OSHA Partnership: Based upon a mutual interest to protect construction workers in the Tri-state, the parties below agree to the terms of this ACI/OSHA Partnering Agreement:

Joseph G. Hummel, Jr.,
Associate Director
Allied Construction Industries

Terry M. Phillips. **Date:**
Associate Director
Allied Construction Industries

Richard Gilgrist, **Date:**
Area OSHA Director
Occupational Safety & Health Administration

ACI/OSHA PARTNERSHIP APPLICATION SECTION 2

(Answer questions below for your employees that work in the area covered by the Ohio OSHA offices)

COMPANY:_____

ADDRESS:_____

PHONE:_____FAX:_____EMAIL:_____

COMPANY CONTACT:_____TITLE_____

CONSTRUCTION SIC CODE:_____TRADES EMPLOYED_____

AVERAGE NUMBER OF EMPLOYEES:_____AVERAGE NUMBER OF SUPERVISORS:_____

AVERAGE NUMBER OF ANNUAL WORK HOURS:_____

DO YOU HAVE A SAFETY DEPARTMENT?____YES____NO

DO YOU BUDGET FOR SAFETY____YES____NO $_____

OF FULL-TIME SAFETY EMPLOYEES____SAFETY DIRECTOR IS_____

DATE OF ANY WILLFUL OSHA VIOLATION FROM ANY OHIO OSHA OFFICE:_____

DATE OF LAST OSHA INSPECTION_____

DO YOU CURRENTLY HAVE A COMPREHENSIVE SAFETY & HEALTH PROGRAM?
_____Yes _____No (Copy must be included with this application)

DO YOU PERFORM DRUG TESTING?_____POST OFFER_____RANDOM_____POST ACCIDENT_____FOR PROBABLE CAUSE_____

WHAT TYPE OF SAFETY ORIENTATION TRAINING DO YOU USE?_____ VIDEOS _____HANDBOOKS _____ VERBAL_____ OTHER_____ NUMBER OF HOURS?:_____

FOR THE PAST REPORTING YEAR, PLEASE PROVIDE THE FOLLOWING INFORMATION

BWC EXPERIENCE MODIFICATION RATE:_____

OSHA INCIDENT RATE:_____

NUMBER OF LOST WORK DAYS:_____NUMBER OF FATALITIES_____

NUMBER OF RESTRICTED WORKDAYS:_____NUMBER OF MEDICAL ONLY CASES_____

NUMBER OF EMPLOYEES CURRENTLY TRAINED IN 10-HR_____30-HR_____

HOW LONG HAVE YOU BEEN A MEMBER OF ACI?_____

DO YOU CURRENTLY USE ACI SAFETY RESOURCES? YES_____ NO_____

*As part of the ACI/OSHA Partnership, reporting will be necessary. ACI will require information throughout the year and will let you know as needed.