

**Allied Construction
Industries**

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ACI/OSHA PARTNERSHIP

PARTNERSHIP AGREEMENT AND
APPLICATION FOR ACI MEMBERS

April 10, 2003

ACI/OSHA PARTNERSHIP

ENROLLMENT INFORMATION

BACKGROUND

This partnering agreement was developed jointly by ACI and OSHA with the common objective and goal to provide a safe and healthful work environment for employees engaged in construction activities in the Greater Cincinnati/Southwestern Ohio area covered by the Cincinnati Area OSHA office and to help prevent serious accidents within the industry through increased training and implementation of enhanced safety and health programs. The original partnership agreement was signed February 11, 2000, and this renewed agreement was signed March 4, 2003. Full details of this agreement can be found in the official partnering agreement between Allied Construction Industries and U.S. Department of Labor, Occupational Safety & Health Administration, Cincinnati Area Office, Region V.

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.

This partnering agreement is based on *Safety Training*.

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 tool box talks to members to assist with their training efforts. ACI also offers a prepackaged safety awareness program that includes tool box talks as well as specific safety slogans and novelty gifts.
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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 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.

OSHA agrees to subject participating ACI Members to OSHA inspections as noted:

- . OSHA receives a report of imminent danger or a formal written complaint filed by a current employee or employee representative; or
- . A fatality/catastrophe as defined in OSHA Instruction CPL2.103.

In addition, OSHA will support ACI as noted below:

1. OSHA will conduct monitoring inspections on 10% of the partners on an annual basis.
2. OSHA will assist ACI in the development of training criteria.
3. OSHA will provide technical information to ACI in order to help secure grants to further the "safety training institute" development.

4. 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.
5. OSHA will share information on current violations, statistics, relevant standard interpretations, proposed standards, etc. in order to assist ACI members.
6. OSHA will recognize and consider ACI safety training programs when inspecting job sites of partnering members.
7. Where participating members have established and implemented a 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 Institutes (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 with 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.
8. Consider participants eligible for maximum good faith, size and penalty reductions.
9. Normally not issue citations for "other-than-serious" violations, which are immediately abated or corrected in the presence of the compliance officer.

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 violation from any Ohio OSHA office 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. Participants will agree to require and enforce the use of conventional fall protection when work is performed in excess of 6' 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 employees will receive a 2-hour safety orientation when hired unless already trained. 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 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.

Employee/Employer Rights

This partnering agreement does not change employer rights guaranteed under the OSH Act, including the right to appeal or contest violations issued by OSHA or employee rights also guaranteed under the OSH Act to file a safety & health complaint.

Termination Rights

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

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 3, 2006. 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.

Evaluation

All participants will evaluate this partnership yearly. The 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 USDOL Bureau of Labor Statistics data for the contractor's SIC codes. As outlined previously, ACI will provide a summary of information to OSHA during January and July of each year.

Every six months 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. This information will be used as an evaluation tool to gage the effectiveness of the program and will be used to compile the annual evaluation.

OSHA's on-site evaluation of the effectiveness of this partnership agreement will occur during the normal course of compliance investigations and on-site inspections consistent with the criteria specified within the agreement.

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:

Date: _____

Company: _____

**Company
Representative:** _____

Title: _____

ACI Executive Director: _____

Judith Trotter Short

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ACI/OSHA PARTNERSHIP APPLICATION

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

COMPANY: _____

ADDRESS: _____

PHONE: _____ FAX: _____

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?

DO YOU CURRENTLY PROVIDE A 2-HOUR SAFETY ORIENTATION FOR ALL NEW HIRES?
___ Yes ___ No IF YES, WHAT TYPE OF TRAINING DO YOU USE? ___ VIDEOS ___ HANDBOOKS ___ VERBAL ___ OTHER _____

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