

Ohio Construction Health and Safety Excellence

O-CHASE



U.S. Department of Labor
Occupational Safety and Health Administration

OSHA



Associated General Contractors of Ohio

AGC

A Partnering Program

Between the

**United States Department of Labor
Occupational Safety and Health Administration
Region V, Ohio Area Offices**

And the

Associated General Contractors of Ohio

I. Introduction and Objective

The United States Department of Labor Occupational Safety and Health Administration (OSHA), Cincinnati, Cleveland, Columbus and Toledo Area Offices and the Associated General Contractors of Ohio (AGC OF OHIO) mutually recognize the importance of providing a safe and healthful work environment for employees of the Nation's construction workforce.

To advance our mutual goal of preventing accidents, we strongly agree on the need to develop a working relationship amongst OSHA, AGC OF OHIO, and their members, which fosters mutual trust and respect for each organization's role in the construction safety process. To achieve this goal, AGC of Ohio and OSHA agree that a statewide partnership charter would be more effective for those contractors that routinely perform construction activities on a statewide basis. This partnership does not supersede any partnership agreements between local AGC chapters and OSHA Area Offices. Instead, this statewide partnership provides an opportunity for contractors who routinely work on a statewide basis to participate in an OSHA partnership program without having to enroll in separate partnership agreements with each OSHA Area Office in Ohio.

We are committed to working as partners to achieve construction workplace safety through the following shared strategies and objectives:

1. Implement a continuing and open communication policy between OSHA and the AGC OF OHIO, in a manner that encourages respect and understanding.
2. Share knowledge of the best industry technology, innovations and work practices that improve jobsite safety and health performance.
3. Cooperate in the development and continuous improvement of safety training programs for the construction industry and OSHA personnel.
4. Promote recognition for construction safety excellence at every opportunity.
5. Ensure that enforcement policies and practices are effective, consistent and fair.
6. Promote principles of good faith and fair dealings as the foundation of our relationship.
7. Recognize that either party to the partnership may withdraw from the agreement at any time after submitting written notification of intent to the other partner.

II. Background and Goals

Associated General Contractors of Ohio (AGC of Ohio) and the Occupational Safety and Health Administration (OSHA) recognize the need to develop a working relationship that creates mutual trust and respect for the respective roles of each organization in the construction safety process. This partnership is an example of these two organizations working together to improve occupational safety and health in the Ohio construction community.

The goals of the partnership include:

- Reduce by 3% annually the number of injuries and illness, and fatalities affecting participant employers, with an emphasis on reducing injuries and fatalities resulting from those hazards that are the four leading causes of death on construction sites (falls, struck-by, caught in/between and electrocutions). This would include participants' incidence rate, lost time incidence rate, and lost workday rate (LWDII).
- Increase the number of general and specialty contractors who implement effective safety and health programs and provide effective safety and health training for management, supervisors and employees.
- A semi-annual meeting with the participants to discuss and determine best practices based on their experiences. These best practices will be shared with AGC of Ohio members and the participants' subcontractors to improve their worksites.
- Annually increase the number of participants in the partnership.
- Recognize those achievements of those contractors with exemplary safety and health programs and effective site-specific safety and health plans by acknowledging them as an O-CHASE partner, which includes but is not limited to, recognition at the AGC OF OHIO annual membership meetings and a signed certificate and;
- Allow OSHA to focus resources on companies that have not demonstrated implementation of effective safety programs.

OSHA staff, AGC of Ohio staff and AGC of Ohio members provided input in the partnership agreement and will be consulted regularly for feedback to improve the partnership and its goals.

III. Associated General Contractors Commitment/Role

The AGC OF OHIO will administer this partnership program, as outlined herein, and will serve as the principal safety resource in support of AGC OF OHIO members. To fulfill the partnership, the AGC OF OHIO also will:

- A. Act as a liaison for members with OSHA. Members will be able to call the AGC OF OHIO with questions and the AGC OF OHIO will contact OSHA for responses.
- B. Offer ongoing, quality training on topics of importance for members – specifically the focused areas of falls, struck-by, caught in/between and electrocutions.
- C. Provide up-to-date informational materials and brochures to AGC OF OHIO members.
- D. Organize and provide OSHA’s interpretations of major standards, as well as statewide inspection issues including the most frequently cited OSHA standards.
- E. Ensure that written safety and health policies and programs for members, include an emphasis on employer/employee responsibilities. This may include specific safety talks.
- F. Promote construction safety excellence through the annual AGC OF OHIO Safety Recognition Program.
- G. Administer the overall partnership program, including but not limited to the initial evaluation of the partnership applications to determine whether the contractor meets the criteria specified within the partnership initiative. Information to be considered by the AGC OF OHIO will include pertinent company information as referenced in Section V (demonstrated safety and health program, training commitments, OSHA citation history, fatalities, injury/illness experience and similar factors).
- H. Notify OSHA on a regular and recurring basis with the name(s) of contractors that have met the partnership criteria and have been enrolled in the program. Applications will be reviewed and evaluated from the 1st through the 15th of April and October. Eligibility status must be renewed on an annual basis.
- I. Conduct an annual evaluation to determine the impact and effectiveness of this partnership with OSHA.
- J. OSHA will conduct periodic reviews (an AGC of Ohio representative may accompany OSHA), including random monitoring inspections of at least 20 percent or more of participating companies, to ensure that participating companies

are fulfilling their commitment to the partnership. During these reviews, if the OSHA representative observes serious hazards that indicate that the participant is not fulfilling its commitment to the partnership, citations may be issued.

- K. If necessary, terminate companies from the partnership, if findings indicate that the participant is not fulfilling its obligation to the partnership or has provided falsified documentation. If falsified documentation was provided, the participant cannot reapply for this partnership for a period of three years. It should be noted that at the discretion of AGC OF OHIO and OSHA, a participating company may be permitted to correct deficiencies within 30 days of notification and apply to the AGC OF OHIO for continued recognition as a partner in good standing before termination would take effect.

OSHA and AGC OF OHIO jointly or independently have the discretion to veto companies from participating in this program.

IV. OSHA's Commitment/Role

Upon acceptance into the AGC OF OHIO partnership program, OSHA will provide the following incentives to participants. Participants are companies whose achievements in the area of worksite safety are outstanding. Acceptance into this partnership will require additional validation of safety and health program efficacy through a comprehensive onsite qualifying inspection by AGC OF OHIO. The qualifying inspection will be conducted on at least one active job site by the AGC OF OHIO safety and health committee or designated representative.

- A. OSHA will provide a representative to meet quarterly with the AGC OF OHIO partnership participants to discuss current jobsite findings, current violation trends, and possible options/corrective measures to eliminate hazards, and to answer questions.
- B. OSHA will not issue citations to companies for other-than-serious items that are fixed immediately or in the presence of the compliance officer.
- C. Participants will receive unprogrammed inspections only in response to reports of imminent danger, fatalities/catastrophes or in the case of a signed, formal complaint.
- D. Complaints will be handled by the phone/fax process, if the complainant agrees.
- E. Participants will receive inspections as required by national and local emphasis programs (NEP & LEP).
- F. Participants may be removed from the OSHA's University of Tennessee Construction Resources Analysis for a period of 12 months provided:
 - (1) The participants can demonstrate during an OSHA monitoring visit that they have safety and health responsibility for their job site, including jobsite safety and health control for their subcontractors, i.e., job site control; and
 - (2) The participants require their subcontractors on site to have written comprehensive site-specific safety and health programs that have been implemented.
- G. During OSHA inspections of non-participating employers, contractors/subcontractors who are participating in this partnership will not be included in the inspection unless the inspector observes that, as a result of the partnership contractor's actions, employees are exposed to serious hazards such as, but not limited to falls, electrical hazards, caught in/between hazards or struck-by hazards.
- H. For inspections resulting from formal complaints, the inspection will be limited to the complaint item(s) and "in plain view" items.

- I. If cited by OSHA, participants will receive a good-faith discount of at least 25%, in addition to any other penalty reduction factors that are appropriate.
- J. Participants will be eligible for a 40 percent discount on penalties, through the Expedited Informal Settlement Agreement/EIAS (instead of the 30% offered to non-participants).
- K. The OSHA Area Director will meet individually with companies to address their role in the partnership.
- L. During inspections, if potential problems are found, i.e., where employees are not exposed to the hazard, OSHA may review the employer's records and provide limited on-site training as needed.

V. Participating Member Firm's Commitment/Role

To take advantage of partnership status, the applicant must be a member of AGC of Ohio and must:

- A. Sign a letter of agreement and submit an application with the AGC OF OHIO indicating their intent to participate in the partnership initiative, and request recognition as a participant.
- B. Certify that their company has not been cited by the OSHA Ohio Area Offices within the past three (3) years for alleged violations classified as "willful" or "repeat."
- C. Certify company-wide that no fatalities or catastrophes within the last three years that resulted in serious, willful citations related to the incident.
- D. Verify that a comprehensive written safety and health program is in place which is at least equivalent to OSHA's "Safety and Health Program Management Guidelines" of January 26, 1989 in FRN 54:3904-3916, or the American National Standards Institute (ANSI) A-10.38, "Basic Elements of an Employer Program to Provide a Safe and Healthful Work Environment," or the AGC Safety Program.
- E. Implement a fall protection program where participants require and enforce the use of conventional fall protection (i.e. personal fall arrest systems, safety net systems or guardrail systems) when their employees or subcontractor employees are performing work covered by 29 CFR 1926 subpart M. In addition, conventional fall protection will be required for any work involving steel erection, tower erection or scaffolding that is performed six feet or more above a lower level.

Non-compliance with the six-foot requirement, however, will be evaluated and a determination made by OSHA and AGC OF OHIO as to whether the employer should remain in the program and retains the rights and considerations identified within this partnership agreement. It should be noted that contractors electing to participate in this agreement are not subject to additional citations or violations that exceed the level of requirements mandated by existing OSHA regulations or policy

Exception: Low slope roofing work may be performed with the use of warning lines, as specified in 29 CFR 1926.502(f). However, conventional fall protection will be used when employees are performing work between the warning line and the periphery of the structure.

- F. Submit their OSHA Log 200/300 Summary for the past three years, and have an occupational injury and illness lost-workday rate (LWDII) or a total recordable

incident rate of at least 25% below the national average for the participant's primary SIC code as determined by the Bureau of Labor Statistics (BLS).

It should be noted that if a company fulfills all other requirements, but has a higher than average LWDII or incident rate, they may appeal for inclusion in the partnership. OSHA and AGC OF OHIO will review appeals on a case-by-case basis, and have sole discretion, to allow the applicant to participate in the program if improvement can be shown. However, in all cases the participant's rates shall be below the national average rate.

G. Certify that company policy and procedures hold supervisor(s) and employee(s) accountable for following established safety rules and OSHA regulation.

H. Provide training as follows:

- Provide documentation that all new hires receive site-specific training before beginning work. Topics for the orientation shall include fall protection, electrical, struck-by, trenching/caught-between and personal protective equipment.
- Ensure that within one year after obtaining AGC of Ohio's acceptance into the partnership, all supervisory field personnel who have been with the company for a period of one year will have completed the OSHA 30-Hour Training Course for the construction industry. Any newly promoted /hired supervisory field personnel must complete the 30 hour OSHA training course within one year of promotion/hiring. Records of training certification will be provided to AGC OF OHIO and made available for review. Supervisory personnel will receive at least eight hours of AGC of Ohio approved training per year regarding the hazards associated with the work activities being performed by the participant.
- Ensure that within one year after obtaining the AGC of Ohio's acceptance into the partnership, all non-supervisory field personnel engaged in construction activities who have been with the company for a period of one year will have completed the OSHA 10-Hour Training Course or equivalent for the construction industry. Any newly hired non-supervisory field personnel must complete the OSHA 10 hour Training Course or equivalent for the construction industry within one year of hiring. Records of training certification will be provided to the AGC OF OHIO and made available for review. Non-supervisory personnel will receive additional training, at least one hour per month, as necessary to assure that each employee is familiar with the hazards specific to the contractor's work site and the means necessary to avoid such hazards. It should be noted that all employees will receive orientation training, as detailed in paragraph G of this partnership.

- Full-time employees on the job within one year of initial employment will receive the remaining necessary training. Seasonal employees and interns will receive the orientation, but will be exempt from the 10-Hour Course requirement. This exemption only applies to those employees who have worked for the participant for less than 6 consecutive months over a three-year period. It should be noted that training specified in paragraph H of this partnership does not negate the participant's obligation to comply with a specific OSHA training standard.
- I. Participants agree to serve as a mentor for contractors on its projects who have yet to attain the same level of recognition within the partnership.
 - J. Allow OSHA access to sites for inspections, if the contractor has the authority to allow inspections of the site. OSHA will follow the guidelines for inspections as outlined in the Field Inspection Reference Manual (FIRM).
 - K. Participate in a site audit by an outside, independent source approved by the AGC OF OHIO. The audit will include management's commitment and an action plan to prevent future hazards, rather than just identifying current hazards.
 - L. Provide periodic safety-related data or statistics to the AGC OF OHIO concerning such issues as man-hours worked, lost workday injuries, accident records and OSHA inspection results. AGC OF OHIO will provide a summary of and analysis of pertinent safety related information for review by OSHA. The purpose of such summary information is to assist in preparing an annual report necessary for evaluating the merits of the program and making recommendations for continuous improvement.
 - M. Develop and maintain a Substance Abuse Program.
 - N. Program Confidentiality

Information submitted by contractor as part of the application or renewal process, as well as information obtained by virtue of the contractor's application or participation in the program, will be held in strict confidence within the confines of the partnership program. The information will be used only to measure the effectiveness of the partnership program.

VI. Employer/Employee Rights

As an integral part of an effective safety and health program, 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 obtain information pursuant to OSHA requirements, will not be infringed, i.e., access to injury and illness records or medical exposure records.

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.

Employers retain all rights guaranteed under the OSH Act.

VII. Partnership Evaluation

The partnership will be evaluated annually by all participants. Such evaluation will include criteria such as participants' incidence rate, lost time incidence rate, and lost workday rate (LWDII).

The AGC of Ohio's evaluation will include a comparison of the participants' incidence rate, lost time incidence rate, and lost workday rate (LWDII) with the latest available construction data from the Bureau of Labor Statistics.

As addressed in Section V, item H (training) of this partnership, AGC OF OHIO will provide a summary of this information to OSHA.

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.

VIII. Termination of Agreement

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

Furthermore, an individual contractor electing to participate in this program may withdraw from this agreement by providing written notification to AGC OF OHIO and OSHA. Termination shall be effective upon receipt of such notification.

An individual contractor's violation of this agreement shall not be grounds for OSHA to terminate this partnership agreement between OSHA and AGC OF OHIO.

The AGC OF OHIO or OSHA may terminate an individual contractor from the partnership program if the contractor fails to meet the qualifications or otherwise violates the terms and conditions of this partnership agreement.

Any party of this partnership may propose modification or amendment to the program subject to concurrence by the other partner(s) to the agreement.

Unless modified or superseded, this pilot partnership agreement will expire on or before (Insert two years from date of signing). 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.

Agreed this day, January 24, 2003.

<hr/> <p>Howard B. Eberts Assistant Regional Administrator U.S. Department of Labor OSHA Region V, Chicago</p>	<hr/> <p>Richard J. Hobbs, Executive Vice President Associated General Contractors of Ohio</p>
<hr/> <p>Deborah J. Zubaty Area Director U.S. Department of Labor-OSHA Columbus Area Office</p>	<hr/> <p>Mark Corna, President Associated General Contractors of Ohio</p>

<hr/> Robin R. Medlock Area Director U.S. Department of Labor-OSHA Cleveland Area Office	<hr/> Dave Gura, Safety Director Turner Construction Co. Cleveland, OH
<hr/> Jule A. Jones Area Director U.S. Department of Labor-OSHA Toledo Area Office	<hr/> Mark Hoffman, Safety Director Rudolph/Libbe, Inc. Walbridge, OH
<hr/> Richard T. Gilgrist Area Director U.S. Department of Labor-OSHA Cincinnati Area Office	<hr/> Marsha Rhinehart, VP of Administration Kokosing Construction Co. Fredericktown, OH
	<hr/> Steve Spaulding, Safety Director Turner Construction Co. Cincinnati, OH