

# Health and Safety Partnership Agreement

Between

The Non-Ferrous Founders' Society (NFFS),  
The Illinois Offices of the Occupational Safety and Health Administration (OSHA), and the  
Illinois Department of Commerce and Community Affairs, On-Site Safety and Health  
Consultation Program (DCCA)

## 1. Objectives

NFFS is a national association of nonferrous foundries having 2400 national members and 22 members within the State of Illinois, employing 200,000 employees. Member foundries have traditional foundry hazards, including machine-guarding, lockout/tagout, lead exposures, repetitive motion injuries, and safety and health program issues.

NFFS has a history of providing compliance assistance programs for non-ferrous foundries. For more than a decade, the Society has published a bi-monthly newsletter that addresses safety & health and environmental regulations. The NFFS has distributed template written compliance programs to its members. NFFS also conducts seminars and workshops on both general and specific safety and health compliance topics and issues. According to NFFS, the vast majority of the non-ferrous foundry industry is made up of small businesses, and nearly 80% of all foundries have fewer than 100 employees. Less than 5% of the companies have more than 250 employees.

This safety and health partnership will focus on the areas of machine guarding, lockout/tagout, lead exposures, repetitive motion injuries, and safety and health programs.

The partnership will initially apply to NFFS member sites in Illinois, and will concentrate on those hazards most common to the non-ferrous foundry industry. The ultimate goal is to expand the partnership agreement to cover all NFFS member sites nationwide.

The agreement will cover facilities of all sizes (large, medium and small) as measured by the number of employees, but emphasis will be placed on smaller companies, and specifically those with fewer than 50 employees. The focus on smaller employers in the partnership will leverage the limited resources of both parties. The partnership will strive to provide those workplaces with additional resources to control hazards and will encourage them to implement effective safety and health programs.

Through the partnership, OSHA will assist NFFS and its members in creating, implementing, and maintaining effective safety and health programs, and will help increase awareness of other safety and health issues that may not be specific to the foundry industry. For its part under the partnership, NFFS will establish outreach programs to assist its members in understanding OSHA requirements, especially in the area of machine-guarding, lockout/tagout, lead exposure, and in adopting a best practice approach to reducing repetitive motion injuries and maintaining effective safety and health programs.

The effectiveness of the partnership through cooperative activities will be determined by measurable results, namely the elimination and/or control of hazards and the reduction of injuries and illnesses. The partnership will promote, where applicable, the use of effective administrative and engineering controls and/or personal protective equipment to eliminate or reduce the number of serious hazards associated with the industry. Similarly, the partnership will attempt to quantify the number of hazards participating member companies have eliminated or controlled by voluntary compliance. For its part, OSHA will recognize the positive efforts made by participating NFFS members.

## **2. Identification of Partners**

The partnership will be between the Non-Ferrous Founders' Society (hereinafter, NFFS), the Illinois Area Offices of the Occupational Safety and Health Administration (OSHA) [Chicago North, Calumet City, North Aurora & Peoria], and the Illinois Department of Commerce and Community Affairs, On-Site Safety and Health Consultation Program (DCCA). NFFS will encourage the active participation of member companies, employees, and/or their representatives from individual workplaces.

## **3. Goals and Measurement**

This partnership will attempt to prevent work related fatalities and serious injuries by eliminating and/or controlling hazards and establishing a foundation for safety and health activity in the following areas:

### **3.1 Machine-Guarding**

3.1.1 Issue. Increase the number of machine guarding hazards reduced, eliminated and/or controlled at NFFS member facilities.

3.1.2 Impact: Member companies will voluntarily reduce and/or eliminate machine-guarding hazards at their facilities.

The partnership will result in the elimination or control of machine guarding hazards at the NFFS member facilities through voluntary efforts. To this end, NFFS will organize and conduct at least 2 outreach/training sessions per calendar year to increase the awareness of the actual and potential hazards. The appropriate OSHA Area Office of jurisdiction will participate in these sessions and may, where requested and as appropriate, provide content and/or such training assistance as resources permit. Following the outreach/training sessions, NFFS will work with member facilities to collect customer feedback/evaluations on the outreach presentations and will share those comments with OSHA.

To compliment the training sessions, NFFS and OSHA will promote the on-site consultative assistance services available from the Illinois Department of Commerce and Community Affairs' On-Site Safety and Health Consultation Program (DCCA).

3.1.3 Measurements: To quantify and measure the results of the partnership effort, NFFS will collect data from its members as to the number of machine guarding hazards eliminated

or controlled at their facilities. The Illinois Department of Commerce and Community Affairs' On-Site Safety and Health Consultation Program (DCCA) will verify the results for 5% of the partners (companies) annually.

3.1.4 Time Frame: One year for the development of machine-guarding guidelines.

3.1.5 Completion Date: Three years.

3.1.6 OSHA Resources: As resources permit, OSHA will participate in at least two outreach/training sessions annually at NFFS member facilities and will work with NFFS to review the collected data and complete the partnership evaluation specified in Section 8.

## 3.2. **Lock Out/Tagout**

3.2.1 Issue: Increase the number of periodic lockout inspections completed by NFFS member facilities.

3.2.2 Impact: Member companies will identify weaknesses in their lockout program and deviations from their procedures and voluntarily take steps to improve their administrative procedures and/or engineering controls.

An employer is required to complete periodic self-inspections to identify inadequacies in the lockout program and deviations from the procedures. The Partnership will result in an increase in the number of periodic lockout inspections completed by the NFFS member facilities. To this end, NFFS will organize and conduct at least 2 outreach/training sessions per calendar year to increase the awareness of the actual and potential hazards. The appropriate OSHA Area Office of jurisdiction will participate in these sessions and may, where requested and as appropriate, provide content and/or such training assistance as resources permit. Following the outreach/training sessions, NFFS will work with member facilities to collect customer feedback/evaluations on the outreach presentations and will share those comments with OSHA.

To compliment the training sessions, NFFS and OSHA will promote the on-site consultative assistance services available from the Illinois Department of Commerce and Community Affairs' On-Site Safety and Health Consultation Program (DCCA).

3.2.3 Measurements: NFFS will work with member facilities to complete and document periodic lockout inspections. To quantify and measure the results of the partnership effort, NFFS will collect data as to the number of periodic lockout inspections completed at member facilities.

3.2.4 Time Frame: One year for the development of guidelines for periodic lockout/tagout inspections.

3.2.5 Completion Date: Three years.

3.2.6 OSHA Resources: As resources permit, OSHA will participate in at least two outreach/training sessions annually at NFFS member facilities and will work with NFFS to review the collected data and complete the partnership evaluation specified in Section 8.

### 3.3 **Lead Exposure**

3.3.1 Issue: Increase the number of lead exposure hazards reduced or controlled at NFFS member facilities.

3.3.2 Impact: Member companies will voluntarily reduce and/or control lead exposure hazards at their facilities.

The partnership will result in an increase in the number of lead exposure hazards reduced and/or controlled at NFFS member facilities through voluntary efforts. To this end, NFFS will organize and conduct at least 2 outreach/training sessions per calendar year to increase the awareness of the actual and potential hazards. The appropriate OSHA Area Office of jurisdiction will participate in these sessions and may, where requested and as appropriate, provide content and/or such training assistance as resources permit. Following the outreach/training sessions, NFFS will work with member facilities to collect customer feedback/evaluations on the outreach presentations and will share those comments with OSHA.

To compliment the training sessions, NFFS and OSHA will promote the on-site consultative assistance services available from the Illinois Department of Commerce and Community Affairs, On-Site Safety and Health Consultation Program (DCCA).

3.3.3 Measurements: NFFS will collect data as to the number of lead exposures reduced or controlled at member facilities and customer feedback/evaluation of the outreach presentations.

3.3.4 Time Frame: One year for the development of lead exposure guidelines.

3.3.5 Completion Date: Three years.

3.3.6 OSHA Resources: As resources permit, OSHA will participate in at least two outreach/training sessions annually at NFFS member facilities and will work with NFFS to review the collected data and complete the partnership evaluation specified in Section 8.

### 3.4 **Repetitive Motion Injuries**

3.4.1 Issue. Decrease the number of work-related repetitive motion and/or musculoskeletal stress injuries occurring at NFFS member facilities.

3.4.2. Impact: Member companies will voluntarily increase awareness of the proper work practices and techniques that can be used to reduce work-related repetitive motion or muscular stress injuries in their workplaces.

The partnership will result in a decrease in the number of work-related repetitive motion and/or muscular stress injuries through voluntary efforts. NFFS will develop a set of industry specific guidelines for use in non-ferrous foundries aimed at reducing work-related repetitive motion and injuries at NFFS member facilities. These guidelines will be shared with OSHA.

To this end, NFFS will organize and conduct at least 2 outreach/training sessions per calendar year to increase the awareness of actual and potential hazards. The appropriate OSHA Area Office of jurisdiction will participate in these sessions and may, where requested and as appropriate, provide content and/or such training assistance as resources permit. Following the outreach/training sessions, NFFS will work with member facilities to collect customer feedback/evaluations on the outreach presentations and will share those comments with OSHA.

To compliment the training sessions, NFFS and OSHA will promote the on-site consultative assistance services available from the Illinois Department of Commerce and Community Affairs, On-Site Safety and Health Consultation Program (DCCA).

3.4.3 Measurements: NFFS will work with member facilities to reduce the incidence of work-related repetitive motion or muscular stress injuries. NFFS will develop a set of industry specific guidelines for use in non-ferrous foundries.

3.4.4 Time Frame: One year for the development of industry-specific guidelines for reducing work-related repetitive motion injuries.

3.4.5 Completion Date: Three years.

3.4.6 OSHA Resources: As resources permit, OSHA will participate in at least two outreach/training sessions annually at NFFS member facilities and will work with NFFS to review the collected data and complete the partnership evaluation specified in Section 8.

### 3.5. **Safety & Health Programs**

3.5.1 Issue. Promote the implementation of effective comprehensive safety and health programs at NFFS member facilities. **Safety and Health Programs will meet the requirements as noted in OSHA's Safety and Health Program Management Guidelines.**

3.5.2 Impact: Member companies will voluntarily develop action items for the continuous improvement of their safety and health program.

The partnership will result in an increase in the number of NFFS member facilities that develop action items for the continuous improvement of their safety and health programs. NFFS will discuss the elements of an effective program including: management commitment, employee involvement, hazard recognition, hazard control, training, and continuous improvement.

To this end, NFFS will organize and conduct at least 2 outreach/training sessions per calendar year to increase the awareness of actual and potential hazards. The appropriate OSHA Area Office of jurisdiction will participate in these sessions and may, where requested

and as appropriate, provide content and/or such training assistance as resources permit. Following the outreach/training sessions, NFFS will work with member facilities to collect customer feedback/evaluations of the outreach presentations and will share those comments with OSHA.

To compliment the training sessions, NFFS and OSHA will promote the on-site consultative assistance services available from the Illinois Department of Commerce and Community Affairs, On-Site Safety and Health Consultation Program (DCCA).

3.5.3 Measurements: NFFS will be responsible for identifying the number of facilities that develop action items to improve their safety and health program.

3.5.4 Time Frame: One year for the development of a best practice guide to implementing an effective safety and health program in non-ferrous foundries.

3.5.5 Completion Date: Three years.

3.5.6 OSHA Resources: As resources permit, OSHA will participate in at least two outreach/training sessions annually at NFFS member facilities.

#### **4. Employee/Employer Rights**

NFFS member companies will ensure that employees are aware of and afforded their rights under the OSH Act.

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 information collected pursuant to OSHA requirements (e.g. the OSHA 200 and/or 300 Logs 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.

Employers retain all rights guaranteed under the OSH Act, including the right to appeal or contest violations issued by OSHA. Participation in this partnership agreement shall not impose any additional OSHA reporting or paperwork requirements on employers except as might be required to assess the effectiveness of the partnership itself. Participation in this partnership shall not limit or otherwise constrain the ability of any of the participants to comment on proposed OSHA rules and/or regulations or to otherwise provide input to the agency in the development of such rules and/or regulations prior to their final publication in the Federal Register.

## **5. Stakeholder Involvement**

NFFS will identify at least two sites throughout Illinois per year as venues for outreach/training presentations under this partnership agreement. These may include but are not limited to participating NFFS members facilities. NFFS will make all of the necessary arrangements to promote and conduct these training sessions. All NFFS member companies in Illinois will be invited and encouraged to attend. NFFS will also be responsible for collecting all of the data necessary to complete the annual evaluation and sharing the information by the anniversary of this partnership agreement each year.

## **6. OSHA Incentives**

All NFFS member companies in Illinois will be invited to participate in the outreach/training sessions without regard to their status as participants in this agreement. (NFFS may also invite members from other states to participate on a space-available basis.) NFFS will provide the names of the member companies participating in this partnership agreement to OSHA. OSHA will provide the following incentives to those Illinois member companies who sign on as participants to this partnership agreement and whose inspection history with OSHA over the past three years does not include any unresolved citations for willful or repeated violations, nor any unresolved citations for serious violations related to a fatality or catastrophe:

- a) OSHA will not issue citations for non-serious violations found provided the violations are abated within 30 days of discovery.
- b) OSHA will offer penalty reduction of up to 25% for good faith where the employer demonstrated efforts in implementing effective safety and health programs and where no willful violations were found during Programmed or Unprogrammed (responses to imminent dangers, formal complaints, referrals, and fatalities/catastrophes) inspections.
- c) Where appropriate, OSHA will use phone and fax to handle non-formal complaints, except in those cases alleging serious injuries and illnesses, or serious safety and health hazards. In such instances, and to the extent permitted by law and/or statute, OSHA will focus its investigation on the area alleged in the complaint.
- d) OSHA will offer a penalty reduction of 40% in the Expedited Informal Settlement Agreement (EISA) process.
- e) When requested by participating companies, DCCA consultants will provide assistance in identifying hazards and/or suggesting corrective actions for non-formal complaints received by OSHA within the consultation program guidelines.

## **7. OSHA Inspections**

NFFS member companies will remain subject to OSHA inspections and investigations in accordance with agency procedures. Participation in the partnership will not be used as a

method to target companies for site-specific or enforcement inspections. OSHA will continue to investigate fatalities and catastrophes that occur at member companies and to investigate all complaints and referrals received by the Illinois Area Offices in accordance with OSHA Instructions CPL 2.103 Field Inspection Reference Manual and CPL 2.115 Complaint Policies and Procedures and Section 6(c) of this agreement.

## **8. Partnership Evaluation**

The Partnership will be jointly evaluated by NFFS and OSHA annually to determine whether the program is achieving its goals and objectives, or requires modification or termination. The evaluation will be in writing and a copy will be provided to each of the Area Directors of the Illinois Area OSHA offices and to OSHA's Region V's Directorate of Cooperative and State Operations. **The evaluation will be due on the anniversary of the signing date of this partnership.**

## **9. Leveraging**

This partnership requires NFFS member facilities to identify and eliminate serious workplace hazards. NFFS agrees to collect data designed to reflect the impact of the outreach/training activities. The partnership requires an initial commitment of time to conduct the outreach/training. The resources that will be used will be validated by the partnership's expected positive impact in the form of effective safety and health programs and the elimination of hazards. The benefits of the partnership will be long-term effects on safety and health in the industry and serve as a positive foundation for similar partnerships.

## **10. Termination**

Participation in the Partnership is voluntary and partners may withdraw for any reason at any time. The partnership will be terminated upon a thirty day written notice if NFFS or the Illinois Area Directors determine that the project no longer coincides with the **NFFS** or OSHA Area office's goals, if either of the primary parties withdraws from the Partnership; or if the goals of the program have been met. Similarly, the partnership may be terminated if either party reduces the resources it allocates to the program to such a degree as would impose an undue burden on the remaining partners for the conduct of partnership activities and/or the attainment of the partnership's objectives.

Unless modified or superseded, this partnership agreement will expire on or before December 31, 2005. As indicated, should any primary party choose to withdraw prior to that date, thirty (30) days 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.

Signature Page

Signed this \_\_\_\_\_ day of January, 2003

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