



OSHA



EL PASO CHAPTER

## **Associated General Contractors (AGC) Safety & Health Program Partnership & Excellence**

In a joint effort to reduce injuries, illnesses and fatalities, the undersigned EMPLOYER, the AGC of El Paso, and the undersigned Occupational Safety and Health Administration (OSHA) Area Director hereby agree as stated below.

### **I. Specific Goals of AGC/OSHA Partnership**

- A) To reduce annually the number of injuries, illnesses, 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).
- B) To increase the number of general, sub, and specialty contractors who implement effective safety and health programs and provide effective safety and health training for management, supervisors and employees.
- C) To recognize those contractors with exemplary safety and health programs and effective site-specific safety and health plans.
- D) The partnership will strive to increase the number of new partners each year by 3 to 5 new members.

### **II. Program Oversight**

- A) The AGC Director for Safety and Health is responsible for the following program monitoring activities:
  - 1) Periodic reviews of participatory AGC Chapter Partnering activities to ensure compliance with the partnership requirements, including random onsite visits of participant contractor work sites.
  - 2) Recommendations to the AGC Safety and Health Committee for program improvements.

### **III. Eligibility Requirements**

**Applicants seeking application and participation in the AGC/OSHA partnering agreement must meet the following requirements:**

- 1) Contractor will implement a comprehensive written safety and health program based on the ANSI A10.38-1991 Guidelines or OSHA 1989 Safety and Health Program Management Guidelines. Ensure that written, site-specific, safety and health plans are used by all contractors on their project.
- 2) Applicant agrees to serve as a mentor for contractors on its projects who have yet to attain the same level of recognition within the partnership. Participant will require all specialty contractors and subcontractors to follow its programs.
- 3) AGC of El Paso will assign a minimum of one employee who will administer the AGC's safety and health program. This person will have been a full time safety director for 1 year previous to the agreement;
- 4) AGC of El Paso will assist the participating contractor in conducting documented safety and health inspections of all work on their project(s). Personnel, through training and experience, must be able to recognize hazards and will have the authority to take prompt corrective action. Training curriculum equivalent to the OSHA 30-Hour Construction Outreach Course will be deemed to be satisfactory;
- 5) The contractor will provide evidence of employee involvement in all levels of the safety and health program, such as self-audits, site inspections, job hazard analysis, safety and health program reviews, safety training and mishap investigations.
- 6) The contractor will provide a safety and health program orientation for all new employees and show evidence of effective employee training for avoidance of hazards specific to the contractor's work site(s);
- 7) The contractor will conduct weekly employee safety meetings;
- 8) The contractor will implement and maintain a substance abuse program;
- 9) The contractor will maintain a total case injury/illness incidence rate that is 10% less than the most current Bureau of Labor Statistics national rate for the construction industry and will supply the AGC with the most current OSHA 200 Log as proof of compliance. Employers with lost workday/illness rates above the most current published BLS rates by SIC are not eligible for the AGC/OSHA partnering plan.

- 10) The contractor will provide AGC with a list of construction sites, which are expected to be active in each OSHA Area Office jurisdiction during each quarter of the agreement. AGC of El Paso will provide the construction site list to the OSHA Area Office no later than 10 days after the beginning of the quarter.
- 11) The contractor shall receive a qualifying inspection of at least one representative job site by the OSHA Area Director to allow for evaluation of the company's Safety and Health Program and partnering activities and to conduct a "focused" inspection of all contractors at the construction site;
- 12) Have no willful violations in the last three years;
- 13) Have no repeated serious violations in the last three years; and
- 14) Have no fatalities or catastrophes within the last three years that resulted in serious or willful citations related to the incident.

#### **IV. Incentives**

Upon acceptance as a partnership participant, the OSHA Area Office will provide certain incentives to participants.

After successful conclusion of an OSHA verification inspection, OSHA will provide the following incentives:

- 1) Will be given special recognition from AGC and OSHA designating the contractor as a participant in the AGC/OSHA Partnering Program;
- 2) Participant job sites within the Area Office jurisdiction will qualify for "focused" inspections;
- 3) Participants will receive unprogrammed inspections only in response to reports of imminent danger, fatalities/catastrophes, and formal complaints. OSHA will use telephone or fax to handle all other complaints except those cases involving serious injuries. When an inspection of a non-formal complaint is deemed necessary, a copy of the complaint will be provided to the participant's Safety Director or other designated representative at the time of inspection;
- 4) OSHA will not issue citations for other-than-serious violations provided the violations are abated at the time of the inspection;
- 5) If cited by OSHA, participants will receive the maximum good faith and history penalty reductions currently available under existing OSHA policy;

- 6) During an OSHA inspection, participants whose program has previously been verified by an OSHA inspection will not be included in the inspection unless the Compliance Officer documents that the participant is responsible for any employee exposures to serious hazards such as falls, struck by; caught in/between or electrocution hazards.

## **V. Program Confidentiality**

Information submitted by contractors 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. However, in the event of an OSHA inspection, such information that is relevant to any element of the investigation and normally is available will be provided to OSHA upon request.

## **VI. Partnership Evaluation**

- A. It is the responsibility of the Chapter Safety Director to gather required participant data to evaluate the overall success of the program. Aggregated data will be reported to AGC of El Paso and the OSHA Area Director quarterly and annual basis.
- B. The partnership will be evaluated annually to determine whether the annual goal of reduction in the number of injuries, illnesses and fatalities has been met.
- C. Participant aggregate injury/illness incidence rates (total case rates) and fatality rates will be compared with BLS published data to determine whether goals have been met at the chapter level.
- D. Participant incidence of injuries from the hazards that are the four leading causes of death on construction sites (falls, struck-by, caught in/between, and electrocutions) will be measured and compared against a baseline established in the first year of the partnership.
- E. If all signatory partners agree, partnership criteria may be revised annually based on recommendations for continuous improvement.

## **VII. Contractor Termination.**

- A. A contractor's participation will be terminated by the AGC Chapter, and OSHA will be informed if one or more of the following occurs:
  - 1) An inspection by the AGC chapter or OSHA reveals a significant deviation from program criteria;
  - 2) The contractor has falsified information on the application or supporting records;

- 3) The contractor's total case injury/illness incidence rate rises above criteria set in paragraph 3.9; or
  - 4) The contractor takes other such actions that may be determined to be grounds for termination by the chapter safety director.
- B. Prior to final termination of a contractor's status, the following will occur:
- 1) The contractor will be notified in writing of the intent to terminate;
  - 2) The notice will include an explanation of the reasons for termination;
  - 3) The contractor will have an opportunity to reply to the written notice within a period of thirty (30) days; and
  - 4) The contractor will have the right to appear before the chapter safety director.
- C. The Chapter Safety Director will have the authority to reinstate the contractor with concurrence of OSHA if he/she determines that the contractor's experience was unusual and not necessarily inconsistent with a sound safety and health program. In this event, OSHA may conduct another verification inspection.
- D. Any contractor may terminate participation in the program at any time with a 30 day written notice.

### **VIII. Term and Location of Partnership.**

- A. The partnership will have an initial term of three years and may be renewed if all signatory parties concur.
- B. Any signatory party to the partnership may withdraw from the agreement at any time after submitting written notification of intent to the other partner.

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