

PARTNERSHIP

Between

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



And

V & R | Drywall Co.

PARTNERSHIP AGREEMENT

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

I. Specific Goals of V & R Drywall/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 implement an effective safety and health programs and provide effective safety and health training for management, supervisors and employees.
- C. To recognize the Employer with exemplary safety and health programs and effective site-specific safety and health plans.

II. Program Oversight

- A. The V&R Drywall, Inc. - Safety and Health Administrator is responsible for the following program monitoring activities:
 1. Periodic reviews of the Partnering activities to ensure compliance with the partnership requirements, including random onsite visits of all V&R Drywall, Inc. construction work sites.
 2. Recommendations to the V & R Drywall, Inc.'s Ownership/President for program improvements which effect safety and health..

III. Eligibility Requirements

Participation in the V & R Drywall/OSHA partnering agreement must meet the following requirements:

1. Employer 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 at all Employers projects.

2. Employer agrees to serve as a mentor for other Employers on its projects who have yet to attain the same level of recognition within the partnership. V&R Drywall, Inc. will require all specialty contractors and subcontractors to follow its programs.
3. V & R Drywall, Inc. will assign a minimum of one employee who will administer the safety and health program. This person will have managed a safety and health program for a period of 1 year, previous to the agreement;
4. V & R Drywall, Inc. will conduct 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 Employer 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 near miss/mishap investigations.
6. The Employer 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 Employer's work site(s);
7. The Employer will conduct weekly employee safety meetings;
8. The Employer will implement and maintain a substance abuse program;
9. The Employer 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 OSHA with the most current OSHA 200/300 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 OSHA partnering plan.
10. The Employer will provide OSHA with a list of construction sites, which are expected to be active in each OSHA Area Office jurisdiction during each quarter of the agreement. V & R Drywall, Inc. will provide the construction site list to the OSHA Area Office no later than 10 days after the beginning of the quarter.
11. The Employer shall receive a qualifying inspection of at least one representative job site by the OSHA Area Director Representative to allow for evaluation of the company's Safety and Health Program and partnering activities and to conduct a "focused" inspection of 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 to the partnership, the OSHA Area Office will provide certain incentives to V & R Drywall, Inc.

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

1. Will be given special recognition from OSHA designating the Employer as a participant in the OSHA Partnering Program;
2. Employer 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 Employer's Safety Director or other designated representative at the time of inspection;
3. OSHA will not issue citations for other-than-serious violations provided the violations are abated at the time of the inspection;
4. If cited by OSHA, Employer will receive the maximum good faith and history penalty reductions currently available under existing OSHA policy;
5. During an OSHA inspection, Employer 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 Employer as part of the application or renewal process, as well as information obtained by virtue of the Employer'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 V & R Drywall's Safety and Health Administrator to gather required data to evaluate the overall success of the program. Aggregated data will be reported to the OSHA Assistant Area Director in the El Paso District Office.
- B. The partnership will be evaluated on a quarterly basis to determine whether the annual goal of reduction in the number of injuries, illnesses and fatalities has been met.
- C. Employers' aggregate injury/illness incidence rates (total case rates) and fatality rates will be compared with BLS published data.
- D. Employers' 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 yearly, based on recommendations for continuous improvement.

VII. Contractor Termination.

- A. The Employer's participation will be terminated by OSHA if one or more of the following have occurred:
 - 1. An inspection by OSHA reveals a significant deviation from program criteria;
 - 2. The Employer has falsified information on the application or supporting records;
 - 3. The Employer's total case injury/illness incidence rate rises above criteria set in paragraph 3.9; or
 - 4. The Employer takes other such actions that may be determined by OSHA to be grounds for termination.
- B. Prior to final termination of an Employer's status, the following will occur:
 - 1. The Employer will be notified in writing of the intent to terminate;
 - 2. The notice will include an explanation of the reasons for termination;

3. The Employer will have an opportunity to reply to the written notice within a period of thirty (30) days; and
 4. The Employer will have the right to appear before the OSHA Assistant Area Director of the El Paso District Office.
- C. The OSHA Area Director will have the authority to reinstate the Employer if it determines that the Employer'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. The Employer 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.

Joe Riena
Deputy Regional Administrator
U.S. Department of Labor

Vicente Rodarte
President
V & R Drywall, Inc.