

# ZERO – ACCIDENT INITIATIVE

A partnership agreement between

**The Occupational Safety and Health  
Administration**  
(Omaha Area Office and Region VII Regional Office)

and

**Holder Construction Group, LLC**



January 7, 2003  
Omaha, Nebraska

# HOLDER CONSTRUCTION/OSHA PARTNERSHIP DOCUMENT

## 1. Background

The project consists of a new 20 story headquarters building (including a basement) for lease to the Union Pacific Railroad Company totaling approximately 1.1 million, gross square feet including: approximately 3,800 office workspaces, 16 internal parking spaces, a data processing facility, training centers, fitness facility, cafeteria, and other self sustained specialty amenities as outlined in the Contract Documents. A large central atrium extends through the building providing natural light into the core of the building and visually connects the Union Pacific employees. The project makes every effort to foster a sense of community among the occupants and create a highly productive work environment. The project is designed to house most of Union Pacific office functions well into the future therefore must be developed as an efficient, flexible, technology facility with a functional image the project will employ a state of the art raised floor/under floor air system for ventilation. Ten feet clear ceiling height is provided on the typical office floors to maximize future flexibility and enhance the openness and increase natural light within the workplace.

Holder Construction Group is an Atlanta-based company, new to Region VII, with an exemplary commitment to worker safety and health. A partnership with Holder on this project will create an opportunity to demonstrate a “zero accident culture” and provide a unique vehicle for training local construction workers.

OSHA Region VII intends to employ the partnership to ensure that work is done with safety and health for all workers as the number one priority.

## 2. Partnership Expectations

This agreement is between Holder Construction Group, LLC (hereinafter, “Holder”) and the Occupational Safety and Health Administration (OSHA) Omaha Area Office (OAO), and Region VII Regional Office. This agreement covers construction of the Union Pacific building located at 1400 Dodge Street in Omaha, Nebraska. The parties mutually agree to the following:

- This agreement provides incentives to a major general contractor and its subcontractors that voluntarily participate in the program and demonstrate implementation of effective safety and health programs.

- This agreement assumes, at a minimum, full compliance with all OSHA 29 CFR 1926 regulations.<sup>1</sup>
- This agreement will not in any way affect employees' ability to exercise rights under the OSHA Act and OSHA regulations, including walkaround rights.
- Holder will report to OSHA all OSHA-recordable injuries and illnesses occurring on the project (whether among Holder employees or employees of any subcontractor), and also report total person-hours worked and total square feet of construction every six months. These data will thus be specific to injuries and illnesses involving only those employees with direct field exposure. Rates developed from these data may not be comparable to any other rates generated nationally (e.g., BLS rates), but will be specific to construction field exposures excluding office injuries and other non-construction related incidents. The rates generated from these data will be internally comparable from year to year and will thus provide a valuable perspective on the effectiveness of the program, and will demonstrate the feasibility of collecting relevant data on actual injuries in construction activity. Holder will compute lost-workday injury and illness rates (LWDII) for the project (including restricted-activity workdays in the calculation) and a total case rate that includes all OSHA-recordable incidents. Holder will also provide OSHA with information on the total number of person-hours worked within each major SIC (e.g., electrical, plumbing etc.). Holder will also provide OSHA with the number of recordable injuries in the focused four hazards. Holder will provide monthly to OSHA via e-mail data from the measuring vital performance program.
- This program will improve the ability of Holder and OSHA, through the collection of reliable data, to identify conditions that create a high risk of injury and illness and implement interventions that can reduce such risks.
- All subcontractors will be informed of their responsibilities and rights under this partnership. Holder will enforce conduct among subcontractors. Holder will notify OSHA of all participating subcontractors.
- This partnership will:

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<sup>1</sup> In Section 4 of this document, Holder agrees to certain practices that exceed current OSHA requirements. OSHA stipulates that any failure to meet such commitments will not result in any enforcement action. However, at Holder's discretion, failure of a subcontractor to meet their commitments under this partnership may be grounds for dismissal in accordance with the contract obligations.

- ? Serve as a model for future partnerships in other regions;
- ? Train local workers to a level beyond any required (or industry norm) training;
- ? Make effective use of OSHA's limited resources;
- ? Recognize excellence and inform other OSHA regions at the conclusion of the project.

Implementation of this agreement is expected to result in the prevention of serious injuries, illnesses, and fatalities through effective site-specific safety and health programs by each participating contractor and subcontractor.

### **3. Specific Goals**

- Maintain Holder's LWDII at least 10% below the corresponding BLS average for its SIC; strive towards the goal of a zero LWDII.
- Maintain the LWDII for this project for each subcontractor 5% below the BLS average for the appropriate 3-digit SIC.
- Maintain or reduce at the end of every six-month period the total project recordable injury rate.
- Provide narrative reports on all significant incidents, "near misses," saves, etc., detailing corrective action taken (if any).
- Have no Serious violations during all inspections.
- Implement a comprehensive safety and health program for the site. This program will meet or exceed the criteria developed in the site-specific project safety and health program, the 1989 OSHA Safety and Health Program Guidelines, or ANSI A-10.38 guidelines.

### **4. Holder's Commitments**

- Implement a comprehensive safety and health program at the site, including a uniform 6-foot fall protection rule, a substance abuse testing program, 100% eye protection, and a commitment not to exceed any TLV or OSHA PEL (whichever is lower).
- Holder and all subcontractors must meet or exceed all applicable 29 CFR 1926 standards.

- Ensure that all subcontractors follow Holder’s safety and health program, unless they already have a substantially equivalent written program.
- Training. Training will be offered in Spanish if necessary. Documentation of training will be provided to OSHA every six months.
  - i. 100% of all supervisors (Holder’s and all subcontractors) will have completed at least 10-15 hours of safety and health training before the completion of the project.
  - ii. 80% of the supervisors on site for the duration of the project will have completed at least 20 hours.
  - iii. 90% of all construction workers will complete at least 2 hours of safety and health training above and beyond any meetings, “toolbox session,” etc.
- Form a site safety and health committee comprised of employees of Holder and a representative subset of subcontractors to assist in identifying and correcting hazards found.
- Conduct daily worksite audits; weekly safety meetings; and ensure employee representation (cross-section of employees representing all major trades) on Partnership Committee (meets monthly). OSHA will attend at least every third meeting, i.e., quarterly.
- Each contractor will hold pre-task safety planning meetings with its employees prior to the start of the project and whenever new work tasks are to be performed; discussions will focus on likely hazards and how to eliminate or control them.
- All OSHA compliance staff and workers at the project will be required to complete an initial orientation training session focusing on safe work practices, site-specific hazards, and the contractor’s safety and health program elements. Holder will administer an initial occupational safety and health awareness survey (designed in conjunction with OSHA) to a random sample of employees at the project, prior to the workers completing the initial orientation, to establish a baseline measure of the employees’ knowledge of the hazards involved in the type of work to be undertaken. Several months after the orientation training is completed, a follow-up survey will be conducted to evaluate the effectiveness of the training. The initial and follow-up surveys will include between 30 and 50 workers, representing a broad spectrum of trades, over the duration of the project.

- Any accidents, incidents and near misses will be reported to Holder Construction and the responsible subcontractor(s) within 8 hours of the occurrence to determine the root cause and to design measures to prevent recurrences.
- Holder and all subcontractors will be required to participate in a new hire substance abuse testing program.
- Holder and all appropriate subcontractors will take immediate action in response to each allegation of a serious safety or health hazard brought to its attention.
- Demonstrate evidence of employee involvement in the safety and health program; for example, participation in self-audits, site inspections, job hazard analysis, safety and health program reviews, safety training and accident/near-miss investigations.
- Holder will maintain its “2 strikes, you’re out” policy (3 strikes for non-fall related).
- Holder will evaluate the costs and benefits of maintaining an external cardiac defibrillator on-site, and consider purchasing such equipment if the evaluation is favorable.
- As space permits, Holder will allow OSHA to invite supervisors and workers from local construction companies to sit in on training sessions.
- Submit all data and narratives required by this agreement to OSHA semi-annually; each semi-annual report will be due 60 days after the applicable time period ends. Submit to OSHA documentation on the time required to perform all paperwork requirements for the program.

## **5. OSHA Commitments**

- OSHA will help identify programmatic needs at this site by reviewing the site safety program and by providing practical help in implementing the program.
- Help identify the primary causal factors of injuries and illnesses and assist in developing countermeasures for preventing those hazards by reviewing OSHA 300 data, worker hours, site accident reports, and employee test scores.

- Provide access to training resources including a list of OSHA Training Institute courses, information on OSHA's construction conferences, etc.
- Upon request, and provided resources are available, assist with trenching and excavations, struck-by, and silica hazard awareness training.
- Provide technical interpretation and/or clarification of OSHA standards and policies.
- Provide recognition such as promoting the program through OSHA's Job Safety and Health Quarterly magazine, and/or the OSHA Web Page.
- Provide information and training on all partnerships, LEPs, NEPs, etc. for the state of Nebraska.

## **6. OSHA Inspections**

- OSHA will conduct at least one randomly-scheduled verification inspection, focusing on hazards related to falls, electrical issues, trenching and excavation (caught between) and struck by (motor vehicles, etc.) – no citations will be issued for other-than-serious violations if abated during the inspection. Once the verification inspection has been completed and Holder Construction has passed, Holder Construction will not be subject to programmed inspections for the next 12 months. For purposes of this agreement, a contractor will have passed the verification inspection if no serious violations were found.
- OSHA may conduct additional inspections in response to reports of imminent danger, fatalities/catastrophes, signed formal complaints, serious accidents, referrals and complaints related to the Powered Industrial Truck/Skid Steer Loader LEP. OSHA will use telephone and fax to handle all other complaints. When an investigation (phone/fax) is deemed necessary, a copy of the complaint will be concurrently faxed to the Holder site office and to the employer involved. In accordance with applicable law, the name of the complainant requesting confidentiality will not be revealed. The employer against whom the allegation has been made shall respond to OSHA in accordance with the time frames contained in the faxed letter.
- If cited by OSHA, Holder and any of its subcontractors will be eligible for the maximum good faith and history penalty reductions currently available in the OSHA FIRM (CPL 2-1.03). Rapid

abatement will be recognized through implementation of OSHA's Quick-fix protocol.

## **7. Evaluation**

- It is the responsibility of the Holder designated representative to gather required participant data to evaluate the overall success of the program. Data from the participating contractors will be reported to Holder, the Omaha Area Office, and the Regional Administrator (with all employer and employee identifiers removed), on at least an annual basis. The data gathered will be specific to those injuries, illnesses, catastrophes, and fatalities as identified in Section 2 of this agreement. Supporting documentation, including a brief description of each incident [trade and work activity involved, cause and extent of injury, corrective actions taken (if any)] will be reported annually by the participant contractor to the Holder safety director. Forms will be provided to all participants for reporting of information relative to each Lost Work Day incident and for providing supporting anecdotal notation of near misses and "saves." This information will be provided for purposes of demonstrating successful implementation of safety and health principles as a result of their involvement in this agreement.
- The partnership will be evaluated annually to determine whether the goal of a continued reduction in the rate of injuries, illnesses and fatalities has been met. The partnership is responsible for collating baseline and annual performance data upon which the partnership will be measured.
- A joint informal evaluation of the partnership by OSHA and Holder will be conducted every six months following the signing of this agreement to ensure the progress of the partnership. All participating subcontractors shall submit required data to Holder for use in the six-month evaluations and the formal annual/end-of-partnership evaluation reports.
- The evaluation will review the success of the partnership, lessons learned, and changes that need to be made to meet the goals of the partnership. If the top three hazards causing a high rate of injuries and illnesses at the site are found to be different than those initially chosen as the focus of the partnership, approaches to address the newly identified hazards will be developed and implemented.
- Evaluations will be conducted using the guidelines provided in the OSHA Strategic Partnerships for Worker Safety and Health, Directive Number Ted 8-0.2, paragraph IX.K. Program Evaluation.

If both partners agree, elements of the partnership may be revised based on recommendations for continuous improvement.

**8. Confidentiality**

- The parties agree that any information exchanged between OSHA and Holder Construction Group, LLC in the administration of this partnership agreement will be treated as privileged and confidential to the extent allowed by applicable federal law.

**9. Terms and Conditions**

- This partnership will expire upon completion of the project. However, if either party should choose to withdraw prior to that date, thirty (30) days advanced written notice, stating the reason(s) for the withdrawal, shall be given to the other party. Termination shall be effective thirty (30) days after receipt of the notification. The partners in this agreement may at any time propose modification or amendment to this program.

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Timothy E. Ward  
Superintendent of Safety  
Holder Construction

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Ben S. Bare, CIH  
Area Director  
Omaha Area Office

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Date

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Date