

August 28, 2001

INTERAGENCY AGREEMENT

BETWEEN

**OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
BILLINGS, MONTANA AREA OFFICE**

AND

**NATIONAL PARK SERVICE,
GRAND TETON NATIONAL PARK**

Article I. Background

In past years, the National Park Service (NPS) has experienced the highest employee injury and illness rates of all Department of Interior (DOI) bureaus. Recognizing this problem, the NPS approached the Occupational Safety and Health Administration (OSHA) asking for help in improving the employee safety and health programs at establishments with high Lost Time Case Rates (LTCR).

As a result, Grand Teton National Park and OSHA enter into this Agreement pursuant to the authority of the NPS Organic Act of 1916, 16 U.S.C. 1-4, Sections 19 and 24 of the Occupational Safety and Health Act of 1970, and Executive Order 12196 that allows OSHA to provide assistance to specific sites categorized as National Parks, National Recreation Areas, and National Seashores.

Article II. Objectives

- Develop and implement an effective comprehensive safety and health program in accordance with 29 CFR Part 1960 B *Basic Program Elements for Federal Employee Occupational Safety and Health Programs*.
- Reduce the total case rates (OSHA 200 Recordable Log) for Grand Teton National Park by 3% per year.
- Reduce the Lost Time Case Rate (LTCR) for the park by 10% per year.
- Reduce the OWCP claims at the rate specified in the GPRA goals.
- Identify and correct the primary causal factors in employee injuries and illnesses, in particular those behind the three top causes of injuries and illnesses.

- Improve employee productivity and quality of life by providing safe and healthful occupational environments.

Article III. Statement of Agreement

OSHA, Grand Teton National Park, and the Park's union (the International Brotherhood of Electrical Workers (IBEW) Local 322) agree to work in partnership to improve employee safety and health at Grand Teton National Park. Accordingly, they make the following commitments:

The OSHA Billings Area Office Will:

- Help identify programmatic needs at the park site by reviewing the Safety and Health Program and providing practical help in implementing the program;
- Help identify the primary causal factors in injuries and illnesses, in particular the three top hazards at this site, and develop countermeasures for correcting those hazards;
- Provide access to training resources including:
 - A safety management training session for division chiefs, first line supervisors and employees;
 - Lockout/Tagout training;
 - Confined Space Entry training;
 - Construction Hazards training;
 - Lead, Silica, and Asbestos training;
 - Fall Protection training;
 - Guidance to other available sources of training.
- Assist NPS safety and health professionals by offering the following technical assistance:
 - Practical abatement assistance;
 - Technical equipment loans (e.g, air monitoring meters);
 - Air monitoring assistance;
 - 1-800-488-7087 Telephonic Assistance.

Grand Teton National Park Will:

- Provide a written policy statement from the Superintendent as a part of the introduction to the Safety and Health Program that identifies safety as the first priority for every job.
- Post copies of this signed agreement and the written safety policy at key locations.
- Have top management officials, including division heads and union leadership, attend a program presented by OSHA on basic safety management.
- Commit to implementing the Safety and Health Program and achieving the objectives of this agreement.
- Ensure that employees participate in developing and managing the safety and health program by soliciting participation of workers and their representatives in hazard identification and abatement and in employee training.
- Participate in implementing a comprehensive Safety and Health Program at the Park which includes:
 - investigations of the root causes of all serious accidents and “near misses” and provides reports of corrective action(s) taken, if any;
 - Implementation of a decision-making protocol for determining when rescue operations will be carried out;
 - Continued implementation of the Park’s “chemical greening” program;
 - Evaluating the need for long-term medical surveillance to be provided for employees exposed to harmful agents such as asbestos, lead, and silica;
 - Employee attendance at all related meetings;
 - Employee access to all documents pertinent to the safety and health program and this agreement;
 - Supporting the existing Safety, Health and Environmental Awareness committee; and
 - Employee access to the OSHA 200 Log.
- Ensure that employees are not subject to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthful working condition, or other participation in the Safety and Health Program or this agreement.
- Implement a system of accountability for safety that includes rewards, consequences, behavior modification, and inclusion of safety in all performance standards.
- Annually commit a percentage of the park funding to address safety and health concerns and issues.
- Continue the system of internal safety and health self assessments including action items and follow-up.

- Identify and correct safety and health hazards in all locations within the park.
- Ensure union participation in the Safety and Health Program.
- Provide safety oversight for contractors operating within the park.

Article IV. Verification Process

Both parties will evaluate the agreement on an annual basis to determine progress towards the stated objectives. This evaluation will include an on-site evaluation, and will include elements such as:

- The safety and health program will be evaluated using OSHA's "Form 33" or a substantially equivalent evaluation tool to be determined by the parties. The results of these evaluations will be compared to a baseline assessment which will be conducted in calendar year 2001;
- Progress towards the desired reductions in the lost time case rate and total case rate will be evaluated by comparing rates derived from the OSHA 200 log. Data from calendar year 2001 will be used as a baseline. The parties will also track anticipated reductions in the Park's OWCP rate;
- GTNP will also track various activity measures such as the number of self-assessments conducted within the park, the number of hazards identified and corrected, the number of employees who received training on a safety and health related matter, and the number of employees removed from risk.

Article V. Programmed Inspections

All formal complaints, serious accidents, and fatalities will be inspected by OSHA. Complaint inspections will be limited in scope to the complaint items only, in accord with agency procedures. Accident and fatality investigations will be conducted in accord with agency procedures.

Article VI. Terms of Agreement

This agreement will run from August 28, 2001, through December 31, 2004. The agreement will be reviewed at the end of 2004 by both parties and may be renewed by simple letter of renewal signed by both agency representatives; Superintendent of Grand Teton National Park and Area Director, OSHA, Billings, Montana. The agreement may be updated through the time of renewal or, at any time prior to renewal by mutual agreement of both agency representatives noted above.

Article VII. Key Officials

The key officials in this agreement include the Superintendent of Grand Teton National Park, and Area Director of OSHA at Billings, Montana. Other key officials include the Assistant Superintendent of Grand Teton National Park, the division chiefs of the park, and the Park Safety, Health and Environmental Awareness Committee, and the Regional Administrator (Region VIII) and other designated officials of OSHA.

Article VIII. Payment

The above technical and program development assistance, training, etc., from the OSHA Area Office at Billings will be provided without requiring compensation from the NPS. Assistance from other OSHA offices may require compensation from NPS, but will be determined on a case-by-case basis. Any such compensation to OSHA's other offices to accomplish the objectives of this agreement will be transferred according to the policies of the agencies, and the respective departments of which these agencies are a part.

Article IX. Termination

Either agency may cancel the agreement by notifying the other agency at least 60 days in advance. Reason(s) for cancellation of the agreement will be stated in the notice of cancellation.

SIGNATURES

Steven F. Iobst
Acting Superintendent, Grand Teton National Park

Date

Adam M. Finkel, Sc.D., CIH
Regional Administrator (VIII) OSHA

David DiTommaso, Area Director
OSHA

Date