



STRATEGIC PARTNERSHIP BETWEEN
the OCCUPATIONAL SAFETY and HEALTH
ADMINISTRATION'S

ST. LOUIS & KANSAS CITY
AREA OFFICES

and

The Associated General Contractors of Missouri



I. Identification of Partners

The primary parties to this agreement are the St. Louis and Kansas City Area Offices of the Occupational Safety and Health Administration and the Associated General Contractors (AGCMO) of Missouri. Organizations supporting this agreement are the Carpenters District Council (CDC) of Greater St. Louis, the Eastern Missouri Laborers District Council (EMLDC), the St. Louis Building and Construction Trades Council (BCTC), PRIDE of St. Louis, Inc., the St. Louis Council of Construction Consumers (SLCCC).

On October 2, 2003, the AGC of Missouri and the OSHA St. Louis and Kansas City Area Offices entered into a Partnership Agreement. The Agreement was subsequently renewed on October 5, 2006 and December 3, 2009. This agreement establishes a new Partnership with the identified partners.

II. Purpose/Scope

- A. The construction industry has a relatively high rate of accidents and injuries. Improving safety and health performance in the construction industry is no small undertaking. Because of the industry's demographics, a large number of small jobs, generally of very short duration, are performed every day. These jobs are often dangerous and workers may be exposed to unsafe conditions and injured. Because it is impossible for OSHA to inspect all of these jobs, it makes sense to have a partnership program that encourages and rewards voluntary compliance efforts.
- B. The goal of this St. Louis Construction OSHA Partnership Program (the Partnership) is to improve the safety and health record of Contractor and Specialty Contractor members of the Associated General Contractors of St. Louis (AGC). To accomplish this goal, a cooperative partnership has been established between the AGC, labor, and government that will encourage AGC members and their employees to improve their safety and health performance. The Partnership will qualify, monitor, and assist them in their efforts, and will recognize members who demonstrate exemplary safety and health performance as “the best of the best” in worker safety in the St. Louis region. The Partnership is to be conducted within the jurisdictional area of the St. Louis and Kansas City OSHA Area Offices.
- C. Expected outcomes of the Partnership include: allowing OSHA to focus resources toward employers who have little or no regard for the safety and health of their employees; developing criteria for a model contractor safety and health program; mentoring of others in the St. Louis construction industry by the Partnership member contractors; and making new safety and health materials available to all contractors who are members of AGC.
- D. The Partnership provides incentives to participating members who voluntarily improve their safety and health performance. Incentives include special recognition from OSHA, e.g., limited-scope inspections and reductions in penalties; and recognition from the organizations forming the Partnership.
- E. This Partnership is consistent with OSHA's long-range efforts to develop a business, labor, and government cooperative partnership approach to safety management. The Partnership allows for better use of OSHA resources, fosters innovation in safety management, and encourages more participation in the safety process by the labor unions, the St. Louis contractor community, and other

stakeholders in the St. Louis region.

- F. Perhaps most importantly, the Partnership will help to create private sector incentives for improved safety. Building owners may request that their projects be done by contractors who are members in the Partnership and who demonstrate their commitment to safety.

III. Goals/Strategies and Performance Measures

- A. It will be the responsibility of the Partnership Committee (Committee) to establish criteria to evaluate the overall success of the program. (Reference Section VII.A.) The success of the Partnership is measured in several ways:
 - 1. The Committee will consider, among other things, periodic analysis of accident statistics of Partnership and non-Partnership members; analysis of insurance industry loss ratios; and feedback from the different groups.
 - 2. Evaluation of the Injury/Illness Incidence or Days Away, Restricted, or Transferred (DART) rates of members. Each member's injury/illness and/or DART rates, along with employee data, will be provided to the OSHA St. Louis Area Office on a quarterly and an annual basis for use in OSHA's required internal evaluation. A copy of the evaluation will be provided to the Committee.
 - 3. Annual group aggregate Total Case Incident Rate (TCIR); Days Away, Restricted or Transferred (DART) Rate; Days Away From Work (DAFW) Rate will be compared to the most currently published Bureau of Labor (BLS) National Average rates for Construction (NAICS 23), with zero fatalities. The BLS 2013 rates for NAICS 23 are 3.8, 2.2 and 1.5, respectively for TCIR, DART and DAFW, which will serve as the baseline for the Partnership.
 - 4. Surveys of participating members and their employees. This survey may include statistical data secured/developed under the AGC of America "National AGC Safety Awards (NASA)" program on participating Partnership members.
- B. The program will be deemed successful if:
 - 1. Participants and their employees believe the program has been effective in improving the safety and health conditions at their job sites.
 - 2. The Committee provides TCI, DART and DAFW rates on an annual basis and the data shows there is either a downward trend or better than average rates of Injury/Illness Incidence or DART rates compared to the most recently published Bureau of Labor Statistics injury and illness data, and the above stated baseline.

Goals	Strategies	Performance Measures
Achieve a group aggregate rate of accidents, injuries and illnesses below the most current year published BLS National Average for NAICS 23 (all of construction), and for the individual participating employers' primary NAICS; Zero fatalities	Implementation of comprehensive safety and health management system for the sites	OSHA (group aggregate and employer) injury and illness data-Total Case Incident Rate (TCIR); Days Away, Restricted or Transferred (DART) Rate; Days Away From Work (DAFW) Rate below the most current published BLS National Average for NAICS 23 (all of construction), and the individual employers' primary NAICS; the 2013 BLS National Average rates for NAICS 23 will serve as the baseline for the Partnership
Developing an employer/government partnership that will encourage involvement of the owner, construction manager and subcontractors in the improvement of safety and health performance	Require the employer/contractor and all subcontractors to develop and implement written safety and health programs (including a fall protection plan)	Verify by reviewing the number of employer/contractors/subcontractors that implemented and/or improved written safety and health programs from year to year
Implementing innovative strategies to eliminate serious accidents, including the four primary construction hazards (falls, struck-by, caught in, and electrical)	1. Conduct 30-hour and 10-hour OSHA training courses (see Section VII); 2. Provide all employees site specific safety training/orientations; 3. Provide All employees with annual refresher training of at least 4 hours (see Section VII); 4. Implement and enforce an ongoing site safety audit program (to include weekly site walk through)	Document the number of managers and employees trained and the training hours received (including orientation and 10 & 30-hour courses); document the number of hazards identified and abated during the safety audits; track the number of innovative strategies or approaches to training
Provide for worker involvement	Provide worker involvement in weekly site safety meetings; site safety walkarounds; Job Hazard Analyses (JHAs)	Document the number of workers involved in weekly site safety meetings; site safety walkarounds; and JHAs from year to year

IV. Annual Evaluation

The partners will prepare a joint evaluation of the partnership annually. The evaluation will review the success of the partnership, lessons learned, and changes that will be made to meet the goals of the partnership. The annual performance evaluation report format from Appendix C of the OSHA Strategic Partnership Program (OSPP) Directive CSP 03-02-002 will be used. Performance measures listed in the goals and objectives section of this agreement will be collected and analyzed to determine the partnership's progress toward

meeting its goals. Data (including injury and illness data) used to conduct the annual evaluation will be collected on a calendar year basis.

V. OSP Benefits/Incentives

- A. Partnering contractors will receive maximum reductions allowed by the OSHA CPL 02-00-150; Field Operations Manual (FOM) dated April 22, 2011, for good faith, size and history for penalties assessed for OSHA violations. **Note: In the event that the FOM is revised, the most current FOM will be utilized.**
- B. Partnering contractors will receive no penalties for other-than-serious violations from OSHA, provided that the violation is abated during the inspection. Participants will receive maximum reductions allowed by the FOM for good faith, size and history for penalties assessed for serious OSHA violations;
- C. The employer reserves the right to request an informal conference and formally contest any alleged OSHA violation/citation. Participants may receive incentives from owners and other stakeholders and recognition from the St. Louis Construction OSHA Partnership and others affiliated with the Partnership.
- D. In addition to all of its other benefits, the Partnership Program will enable the industry to work more closely with its members and OSHA. Immediate opportunities include:
 - 1. Creating a coalition to work on falls in the construction industry;
 - 2. Working on safety engineering for the construction industry (e.g., in the area of fall protection); and
 - 3. Sharing information on effective safety and health programs.

VI. OSHA Verification

- A. OSHA will continue to investigate fatalities and catastrophes should they occur at the jobsite as well as alleged “imminent” danger situations per the FOM. **Note: In the event that the FOM is revised, the most current FOM will be utilized.**
- B. OSHA will continue to investigate complaints and referrals received in accordance with OSHA Instruction CPL 02-00-140, Complaint Policies and Procedures and the FOM. **Note: In the event that the FOM is revised, the most current FOM will be utilized.**
- C. An **on-site enforcement verification inspection** of the participating employers will be performed when a jobsite of the respective worksite receives an OSHA enforcement inspection for any reason, programmed or unprogrammed. Note that OSHA will not implement any scheduling of a participating contractor partner for an on-site enforcement verification inspection over and above that which would be experienced by a non-partnership site. The scope of the on-site enforcement verification inspection will be in accordance with the Field Operations Manual (FOM) and the focused inspection policy. These inspections will use “Focused Inspection” initiative policy {Memorandum from James W. Stanley, “Guidance to Compliance Officers for Focused Inspections in the Construction Industry”, dated August 22, 1994 (Revision 2 issued September 20, 1995 and incorporated herein)} addressing hazards related to falls, struck by, caught-in/between and electrical shock. Inspections conducted in response to complainants, Local and/or

National Emphasis Programs (LEP/NEP), or referrals will qualify as the verification inspection if, in addition to addressing the complaint/LEP/NEP/referral item(s), the compliance officer completes the focused inspection protocol for the worksite in accordance with OSHA Standards Interpretation and Compliance Letter, August 22, 1994, Guidance to Compliance Officers for Focused Inspections in the Construction Industry.

- D. **On-site non-enforcement verification visits**, performed by the AGC of Missouri and/or the AGC-OSHA Partnership Committee, may be conducted as appropriate during initial application to the partnership, during renewal applications, at the request by a participating employer, and anytime the Committee identifies a potential safety and health issue, to further assess participating contractors' implementation of the partnership agreement. These worksite observations should be sufficient to confirm that the partner's worksite is operating a safety and health management system that adequately ensures the protection of employees.
- E. **Off-site verifications**, performed by the AGC of Missouri and/or the AGC-OSHA Partnership Committee, may be conducted to ensure participating employers are meeting the requirements of the partnership agreement. The off-site verifications will generally be performed during the application/renewal process and during the annual evaluation and review of participating employers' submitted injury/illness data and safety activities.

VII. OSP Management and Operation/Implementation

- A. Overall administration and responsibility of the Partnership is by AGC, however the Partnership requires the efforts the Partnership Committee and the OSHA St. Louis Area Office to function. The roles, duties, and authorities of these entities are described as follows:
 - 1. The Committee:
 - a. The composition of the Committee consists of nine (9) representatives from labor, management, government, other stakeholder organizations, and contractor/ specialty contractor members as follows:
 - 1) One representative from the OSHA St. Louis Area Office (advisory – nonvoting)
 - 2) One representative from CDC
 - 3) One representative from EMDLC
 - 4) One representative from BCTC
 - 5) One representative from SLCCC
 - 6) One representative from PRIDE
 - 7) One representative from AGC (advisory/secretary – nonvoting)
 - 8) Two representatives from the Partnership members (Chair and Vice Chair)
 - b. The Chair and Vice Chair serve concurrent two (2) year terms. Thereafter, the Chair resigns from the Committee and Vice Chair becomes Chair for the next two (2) years with a new Vice Chair selected from among the Partnership members through a simple majority vote of the partners. Each organization shall appoint a representative and an alternate to serve on the

Committee. Each organization except OSHA and AGC is entitled to one vote. OSHA and AGC will serve in an advisory capacity providing advice, assistance and oversight as described in this agreement. AGC will serve as secretary to the Committee.

- c. The Committee will be responsible for developing the criteria for recognizing participants with exemplary safety performance, with developing performance measurements, with evaluating program processes, and with interacting with other affected parties.
2. The Area Director for the St. Louis OSHA office (OSHA), will coordinate OSHA's role in participating in Committee meetings and will provide advice and assistance to the Committee on the following items:
 - a. Member performance criteria, including the safety and health program criteria for participating members.
 - b. Performance measurements established to measure the effectiveness of the Partnership.
 - c. Criteria used to qualify individuals to perform on-site visits for the purpose of internal program verification by the Committee.
 - d. Criteria for removal of a member from the Partnership.
- B. The Partnership Program will operate in the following way:
 1. Contractors who are members of AGC may apply for membership in the Partnership provided they meet certain established criteria listed later in this agreement.
 2. The Committee will review and evaluate the applications using criteria developed by the Committee.
 3. The criteria for participation in the Partnership will include a visit to the applicant's place of business and an inspection of at least one job site. This inspection will be performed by the Committee's designated third party professional/safety consultant.
 4. The Committee will be charged with establishing qualification criteria for third party safety professionals/consultants (e.g., extensive experience in the construction industry, working knowledge of construction procedures and practices, and expertise with regard to safety and health programs addressing falls, electrocutions, caught in between injuries, struck by injuries, crushed by excavation and trenching, and related applicable hazards), who will conduct job site visits at the time of a contractor's initial application and as directed by the Steering Committee.
 5. Members who participate in the Partnership can reapply annually by providing evidence of continued superior safety and health performance.
 - a. Members who reapply will provide documentation that they still meet established criteria. Employers may be subject to annual site inspections in conjunction with the annual renewal. The Committee will establish criteria for termination of participating members, and the criteria will include an appeals process.
 6. The Committee will have the authority to grant extensions to the participating

members, to grant probationary periods with mentoring/ review by other participants (reconciliation), or to terminate active status.

7. The Committee will establish its own operating procedures, which may include rules for changing the composition of the Committee.
 8. The Committee will monitor the Partnership program against the established program performance criteria. The Committee will prepare an annual report for AGC, evaluating the merits of the program and making recommendations for continuous improvement. Copies of the report will be provided upon request to all of the members participating in the Partnership and to the OSHA St. Louis Area Office.
 9. The safety professional/consultant engaged by the Committee will:
 - a. Conduct reviews as required by the Steering Committee to ensure that the participating members meet program requirements.
 - b. Provide recommendations/advisories to terminate a participating member's status if such findings indicate unacceptable performance.
 - c. Provide recommendations to the Committee for appropriate program improvement.
 10. It is understood by all parties that information submitted by applicants as part of the application or renewal process, as well as information obtained by virtue of the member's application or participation in the program, will be held in strict confidence within the confines of the partnership program. However, in event of an unprogrammed inspection based on Section VI of this document, such information, which is relevant to any elements of the investigation, will be provided when requested by OSHA. Any document provided to OSHA or generated because of any OSHA inspection will be handled in accordance with the Freedom of Information Act.
- C. Contractor Eligibility: To apply for participation in the Partnership, a construction company must meet the following criteria:
1. Be engaged in the construction business and be a member of the AGC of St. Louis. At least 50 percent of the company's annual sales must come from these contracting activities.
 2. Have no fatalities or catastrophes that result in accident-related serious, willful or repeat violations that become a Final Order of the OSHA Review Commission within the three years prior to application to the Partnership.
 3. Have no willful or repeat violations that have become a Final Order of the OSHA Review Commission in the last three (3) years.
 4. Agree to provide injury and accident records to the Partnership Committee on request.
 5. Has established a written safety and health program meeting the criteria set forth below in Section VII (D).
 6. Has provided clear evidence of implementation of the program throughout the company.
 7. Is in compliance with all applicable OSHA regulations and requirements.
 8. Has made safety and health an integral part of the company's training and

employee awareness programs.

9. Has had the effectiveness of the safety and health program confirmed by a site visit. The applicant and its employees are not only operating safely but can serve as a model for other contractors and their employees.
 10. Has a DART Rate which is less than the average rate for its NAICS code published by the Bureau of Labor Statistics for the most recent year available.
 11. Has a company-wide 6-foot fall protection rule.
 12. Have read this partnership agreement in full and signify agreement to all of the requirements herein by signing a copy of the "Partnership Application Form."
- D. Safety and Health Program Criteria: The complete criteria for an effective company safety and health program will be determined by the Committee, but will include the following:
1. Documentation of Management Commitment and Employee Participation.
 2. A written safety and health program that addresses recognized hazards and is consistent with the guidelines in ANSI A10.38-2000(R2007).
 3. Management training that includes safety and health awareness.
 4. Employee participation in company safety and health programs.
 5. Annual safety and health program review.
 6. Compliance with the occupational safety and health standards promulgated by OSHA.
 7. Designation of an individual by top management to implement and monitor the applicant/ member's safety and health program:
 - a. Regardless of employer size, the individual selected shall have completed, as a minimum, the OSHA 30-Hour Construction Safety and Health Training Course or equivalent training within three (3) years immediately prior to appointment.
 - b. The individual appointed by the applicant/ member shall have at least five (5) years of construction experience, or a combination of five (5) years of experience and formal education as deemed appropriate for the size and job hazards encountered by the applicant/ member.
 - c. The individual appointed shall have line authority from the employer's top management to order or otherwise direct field supervisory personnel/field employees to take prompt corrective measures to eliminate recognized safety and health hazards.
 - d. The individual selected shall periodically conduct safety and health audits, depending on the hazards involved that address at a minimum the following areas: fall hazards, electrical hazards, caught in between hazards, struck by hazards, and crushed by trenching and excavation operations. More comprehensive safety and health audits will be conducted in areas of high hazards when appropriate (confined space, excavation, etc.) that are deemed appropriate by the employer or the Committee.
 - e. In conducting his/her duties, the individual selected shall use the ANSI A10.38-2000(R2007) "Basic Element of an Employer Program to Provide

a Safe and Healthful Work Environment" as a guideline to determine the scope of protection needed for such high hazards exposures.

8. Each contractor and subcontractor on a project is responsible for implementing and enforcing its own safety and health program.
 - a. Each contractor and subcontractor shall establish disciplinary rules that include discharge for willful or repeated safety violations, and may include lesser forms of discipline for less serious types of violations.
 - b. A contractor and subcontractor who is party to a collective bargaining agreement containing an established grievance procedure may utilize such procedure for enforcement of its disciplinary rules.
 - c. Participants have an obligation to ensure that all subcontractors are complying with OSHA standards and enforcing their own safety and health programs.
 - d. Each member and subcontractor shall ensure that the safety and health program includes all project-specific hazards.
9. Participation in a substance abuse program recognized by the Committee.
10. Job-Site Analysis:
 - a. Job site hazard analysis systems to recognize and abate hazards in a timely manner, with particular attention to the four key industry hazards (falls, electrocutions, caught between injuries, and struck by hazards).
 - b. Regular job site safety inspections by Competent Persons.
 - c. Job site accountability for safety and health program enforcement.
11. Hazard Prevention and Control:
 - a. Regular investigation of accidents and serious "near miss" events to determine their causes.
 - b. Control of hazards through engineering controls, administrative and work practice controls or the use of PPE as required.
12. Training:
 - a. Job site supervisors and foreman shall have attended the OSHA 30-Hour Construction Safety and Health Training Course, or equivalent training.
 - b. Field workers shall have attended the OSHA 10-Hour Construction Safety and Health Training Course or equivalent training.
 - c. Employee safety and health training programs at all levels of the company.
 - d. Training programs to make workers aware of potential health exposures.
 - e. Refresher training of at least 4 hours annually for field workers, foremen, and supervisors.
- E. Site Visits by the Partnership Committee's designated third party safety professional/consultant.
 1. As part of the initial application process for participation in the Partnership, a visit to the applicant's place of business will be conducted by the Committee's designated third party safety consultant contracted to provide such services. Costs for this analysis are to be paid for by the applicant.

2. The visits will include interviews with the company's principals, supervisors and employees, as well as a visit to at least one job site. The purpose of the visits is to confirm that the criteria established by the Committee are being met.
 3. If these visits show that the member fails to meet established program criteria, the member is subject to reconciliation or termination procedures as deemed by the Committee.
- F. Termination of Member Status. A member's participation will be terminated if one or more of the following occurs:
1. An inspection reveals a significant deviation from program criteria.
 2. The member has falsified information on the application or supporting records.
 3. The member is absent from two or more quarterly meetings during any 12-month period, without having furnished for any such absence(s) a written explanation satisfactory to the Committee
 4. The member takes other such actions that may be determined to be grounds for termination by the Committee.
 5. Prior to the final termination of a member's status, the following will occur:
 - a. The member will be notified in writing of the intent to terminate. The notice will include an explanation of the reasons for termination.
 - b. The member will have an opportunity to reply to the written notice within a period of thirty (30) days.
 - c. The member will have the right to make an appearance before the Committee and be represented by counsel.
 6. The Committee will have the authority to reinstate the member if it determines that the member's experience was unusual and not necessarily inconsistent with a sound safety and health program.
 7. Any member may terminate its participation in the program at any time by written notice to AGC. AGC will notify the OSHA St. Louis Area Director that the member's participation has been terminated and the date thereof.
 8. One of the core benefits of the Partnership Program will be to develop contractors who can serve as models for other AGC members to emulate. The program will include the development of criteria for a "model" company, and those companies that qualify will be asked to mentor contractors with less effective safety and health programs. Such mentoring services may also be provided by the respective AGC and any unions participating in the partnership. OSHA and AGC may provide assistance in this effort as resources allow. This mentoring may take several forms:
 - a. Instruction offered in conjunction with apprentice and journeyman union training programs, and other training programs.
 - b. Instruction/training offered and/or available through AGC's Operation SafeSite construction safety professionals.
 - c. Instruction/training offered and/or available at the OSHA Training Institute Education Center located at the St. Louis University School of Public Health, Center for Environmental Education and Training.

- d. Instruction and training offered and/or available through the Missouri Safety and Health Consultation Service. Services to include consultation with the member, and may include selective audits of jobsites to evaluate the implementation of the company's safety and health program.
- e. Any other instruction or training programs recognized by the Committee.
- f. Assisting in offering mentoring programs featuring Partnership members on a company-to-company basis or possibly through multi-company mentoring programs.
- g. Developing a mentoring program to include a sub-classification of members who are presently improving and/or upgrading their respective safety programs. This sub-classification may be designated "Application in Progress", or a somewhat similar classification as determined by the Committee.

VIII. Employee and Employer Rights and Responsibilities

This Partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with the Act.

Participating employers retain all rights guaranteed under the Occupational Safety and Health Act (OSH Act), including the right to appeal or contest citations issued by OSHA.

This agreement will not in any way affect employees' exercise of rights under the OSH Act and OSHA regulations, including walk-around rights. As an integral part of an effective safety and health program, the opportunity for employees to exercise their rights 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-300 log, and medical exposure records will not be infringed. It is anticipated that routine employee involvement in daily implementation of worksite safety and health programs will be assured, including employee participation in employer self-audits, site inspections, job hazard analysis, safety and health program reviews, and mishap investigations.

IX. Term of OSP

- A. All participants in the previous St. Louis OSHA-AGC Partnership shall be considered initial members of this Partnership and thereafter be subject to the continuation of participation criteria as described in this agreement.
- B. This Partnership will continue to operate for five years unless and until either of the primary partners listed in Section I withdraw by providing 60 days written notice to the other party. Any of the other signatory partners listed below may withdraw from this Partnership by providing 30 days written notice to the AGC.
- C. The date of this Partnership Agreement is _____, and is effective immediately.

The AGC of Missouri - OSHA Partnership

Signature Page

This AGC of Missouri-OSHA agreement entered into this _____ day of _____, 2015, by The AGC of Missouri, the Kansas City Area OSHA office, and the St. Louis Area OSHA Office, will be for a period of five years. Any party can cancel this agreement by written notice in accordance with Section IX. of this program.

The program is supported and agreed to by the following organizations.

1. Area Director, Occupational Safety & Health Administration – St. Louis Area Office

2. Area Director, Occupational Safety & Health Administration – Kansas City Area Office

3. Chairman, Associated General Contractors of St. Louis

4. Executive Secretary- Treasurer, Carpenters' District Council of Greater St. Louis and Vicinity

5. Business Manager, Eastern Missouri Laborers' District Council

6. Executive Secretary- Treasurer, St. Louis Building and Construction Trades Council

7. Executive Director, PRIDE of St. Louis, Inc.

8. President, St. Louis Council of Construction Consumers
