

# PARTNERSHIP

An OSHA Cooperative Program



**STRATEGIC PARTNERSHIP BETWEEN THE  
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION  
AUSTIN AREA OFFICE  
AND THE ASSOCIATED GENERAL CONTRACTORS**



## **I. IDENTIFICATION OF PARTNERS**

### **A. Background**

To facilitate OSHA's goal of reducing occupational fatalities, injuries, and illnesses within the construction industry, OSHA and the Austin Chapter of the Associated General Contractors (AGC) have agreed to enter into a cooperative partnership agreement with respect to construction projects in the Austin Area office's jurisdiction. The Austin AGC Chapter was founded in 1946 and currently has 260 members locally. This partnership will help ensure that the construction projects are utilizing an effective and systematic safety management approach that emphasizes continuous improvement.

This partnership is designed to address the hazards within the construction industry, and to promote and recognize jobsites controlled and managed by partners that join the partnership that have demonstrated an effective safety and health management system. The partnership agreement will serve to establish a cooperative effort in ensuring a safe worksite and maintaining an open line of communication between OSHA, AGC, and the contractors that choose to join. The partnership is consistent with OSHA's efforts to better use their resources, encourage safety management systems, and increase participation by construction contractors to utilize safety processes.

### **B. Partners**

- Occupational Safety and Health Administration (OSHA)
- The Associated General Contractors
- Participating contractors that are members of AGC

## **II. PURPOSE/SCOPE**

This agreement was developed jointly by OSHA and the Austin Chapter of the Associated General Contractors. The common objective and goal of the partnership is to provide a safe and healthful environment for workers involved in the construction industry through increased training, implementation of best work practices, improved safety and health programs, and compliance with applicable OSHA standards and regulations.

By focusing its efforts, skills, knowledge, and resources, OSHA and the AGC expects to reduce exposure to hazards and serious injuries by preventing accidents on all capital improvement construction projects at participating contractor job sites.

According to 2018 data from the Bureau of Labor Statistics, there were 5250 fatalities in the United States, of which 1,038 were in the construction industry. In Texas, there were 488 fatalities in 2017, of which 107 were in construction. The hazards associated with the

construction industry are well documented. OSHA has identified the top four causes of fatalities: falls, struck by equipment or machinery, electrocution, and caught in or between equipment. OSHA has traditionally devoted 50% of its compliance resources to enforcement activity in the construction industry. The goal of this partnership agreement is to work with the AGC and partnering contractors to establish effective safety management systems and best work practices to achieve self-compliance at the construction project sites.

### **III. GOALS AND STRATEGIES**

The overall goal of the partnership is to create a relationship that focuses on preventing fatalities, controlling or eliminating serious hazards, and improving the safety management system. This partnership will also strive to reduce injury/illness rates, insurance costs, and compensation claims.

#### **A. Outcomes**

The targeted outcome of this Partnership will be to promote a positive safety culture for all participating contractors through the following means:

1. Contractor(s) development and implementation of an effective site-based model construction safety and health management system (SHMS) that includes worker involvement.
2. Increasing communication and mutual respect among government, state institutions, and the construction contractor community.
3. Promoting use of available OSHA resources to all project contractors where assistance and oversight are needed.
4. Mentoring and providing training opportunities for subcontractors and their employees.
5. Reduction of injury/illness rates, insurance costs, and compensation claims.

#### **B. Goals**

1. Increase the number of employees, employers, and supervisors that have completed relevant safety training.
2. Increase the number of safety and health programs and best safety practices implemented among subcontractors. Raise safety awareness among all contractors.

3. Reduce and prevent serious accidents, and control or eliminate serious workplace hazards through pre-construction hazard assessments and proactive safety process management.
4. Reduce injury/illness rates, insurance costs, and compensation claims.

### **C. Strategies**

1. Develop and maintain rigorous project safety specifications for use in all contracts.
2. Require that all partners develop pre-construction hazard assessments on all projects and document existing conditions and proposed control measures.
3. Require that each partner provide a subcontractor safety representative that has completed a ten (10) or thirty (30) hour construction training course depending on work scope. Weekly subcontractor safety representatives meetings dedicated to project safety will be conducted and documented.
4. Require that all partners provide an annual, quarterly, weekly, or daily inspection of equipment as appropriate. Record(s) of inspections will be documented and maintained at the project sites. Require that all equipment capable of amputations be adequately guarded.
5. Require that all workers on the project are provided a site-specific safety orientation prior to starting work. The orientation will include providing information on employee workplace rights and responsibilities. Ensure that a competent person will be provided for all tasks required by OSHA standards and regulations.
6. Require that trench plans, fall protection plans, emergency response plans, lift plans and daily job hazard analysis be developed, reviewed, and documented prior to starting work as it relates to the contractor's scope of work.
7. Require that daily site safety inspections are conducted by the General Contractor's Project Safety Coordinator and/or Project Safety Assistant(s). All inspection findings and corrective actions will be documented, tracked and communicated to all levels of workers on the project.
8. Provide resources to conduct OSHA 10/30 hour outreach, JHA development, incident investigation, and other general construction safety training. Training will be provided periodically to project workers, management. Safety and health training will be conducted in Spanish as the need arises.

9. Require that health-related issues arising during the course of the construction project are adequately addressed by the creating contractor with participation by the General Contractor's Project Safety Coordinator. An effective monitoring program will be implemented to assess exposures to health hazards. Control measures will be implemented when exposures exceed permissible exposure limits.
10. Provide recognition to contractors that demonstrate the ability to provide a safe working environment.
11. Require any contractor using tower or mobile cranes to demonstrate proper working condition through inspections conducted by qualified crane inspectors prior to use. Documentation of inspections will be maintained at the project.
12. Require that all crane operators are competent and certified to operate the specific crane in use. Documentation to demonstrate competency will be provided and maintained at the project site.
13. Require that all crane critical lifts be identified and a plan to safely perform be developed and implemented prior to the lift.
14. Provide meaningful employee involvement in the safety and health program. Worker involvement may include, but is not limited to activities such as: Conducting worksite inspections, safety and health audits, job hazard analyses, and other types of hazard identification; developing and using a system for reporting hazards; developing and revising the worksite's safety and health rules and safe work practices; participating on workplace teams charged with identifying root causes of accidents, incidents, or breakdowns; implementing controls to eliminate or reduce hazard exposure; assisting in job hazard analyses; making presentations at safety and health meetings; participating on safety and health committees, joint labor-management committees, and other advisory or specific-purpose committees; delivering safety and health training to current and newly-hired workers; and participating in safety and health program reviews.
15. Prohibit policies that discourage worker reporting of job site injuries and illnesses in accordance with 29 CFR 1904.35 and 1904.36.

#### **IV. MEASUREMENTS**

1. The measurement system will use OSHA recordable injuries and illnesses to determine the total lost workday injury and illness rate for the participating contractors and compare to the average for the construction industry nationally.

2. Activity measures shall include the applicable number of employers, supervisors and employees trained. Records will be maintained of the 30-hour and 10- hour OSHA training certifications. All contractors will be required to conduct daily and/or weekly safety toolbox talks.
3. Intermediate measures will include the number of safety and health programs instituted.
4. Outcome measures will be gathered on a monthly basis and will incorporate data to analyze the number of hours worked, number of injuries, illnesses, fatalities, and serious hazards found as a result of onsite audits, job site inspections, and OSHA inspection activity.
5. Job site inspections will indicate the number of hazards observed and corrected by the general contractor and each affected subcontractor.
6. Tools for tracking near miss incidents and first aid cases will be implemented.
7. Measurement factors will be compiled monthly, submitted to the AGC Austin Chapter, who will forward the aggregated data to OSHA.

## **V. ANNUAL EVALUATION**

The partnership will be evaluated on an annual basis through the use of the Strategic Partnership Annual Evaluation Format measurement system as specified in Appendix C of CSP 03-02-003, OSHA Strategic Partnership Program for Worker Safety and Health Directive.

The AGC Austin Chapter is responsible for gathering the data to evaluate and track the overall results and success of the partnership program. This data will be shared with OSHA.

OSHA is responsible to conduct, write, and submit the annual evaluation report.

## **VI. INCENTIVES**

Participant benefits from OSHA may include:

1. Priority consideration for compliance and offsite technical assistance by OSHA as resources allow. Incentives offered by OSHA include outreach, information, training, and technical assistance.
2. Other benefits may include a reduction in insurance premiums, workers' compensation claims, and medical costs.

## **VII. OSHA INSPECTIONS AND VERIFICATION**

OSHA will conduct one non-enforcement verification site visit of each participating partner at a project site each year for the term of the partnership. The focus will be on the four major construction hazards (falls, struck by, caught in or between, and electrocution). The non-enforcement site visits will be coordinated with the AGC Austin Chapter. A job site will be selected at random from a list of active projects provided by each partner in the Austin office's jurisdiction. During such visits, if OSHA personnel identify serious hazards that site management refuses to correct, OSHA will make a referral for an enforcement inspection.

Enforcement inspections conducted in response to complaints, Local Emphasis Programs, or referrals will qualify as a site visit if, in addition to addressing the complaint/referral item(s), the compliance officer completes the focused inspection protocol for the worksite.

Any partner or subcontractor working on a partnership jobsite will remain subject to OSHA inspections and investigations in accordance with agency policies and procedures. OSHA will continue to investigate fatalities and catastrophes that occur at campus project sites as well as formal complaints received. Partners and their subcontractors are subject to inspection for alleged imminent danger and programmed inspections as well.

## **VIII. PARTNERSHIP MANAGEMENT AND OPERATION**

### **A. Participating Contractors (Partners)**

3. Implement a comprehensive safety and health management system (SHMS), which includes:
  - a. Management commitment and employee involvement
  - b. Hazard analysis
  - c. Hazard control
  - d. Employee training
4. Mentor contractors that have not yet developed their own safety and health program, and if necessary, refer them to OSHCON for assistance.
5. Require that the participating partners enforce safety rules and regulations. This authority will include provisions to hold all subcontractors and employees accountable and, if necessary, removal from the job site.
4. One hundred percent fall protection for fall hazards over six (6) feet as set forth in 1926.501.
5. Electrical safe work practices will be used when working on or near energized equipment. Ground Fault Circuit Interrupters (GFCI) will be used to protect all temporary electrical circuits that are installed for work on the project. All

contractors will ensure that their employees are protected by the use of a GFCI at all times.

6. The participating contractor's safety representative will be responsible for overseeing site safety and to serve as a point of contact for their company.
7. Safety inspections will be conducted under the supervision of the partner's safety representative. As a minimum, all partner job sites are to be inspected monthly, with the results documented. Job site safety meetings/toolbox talks will be conducted and documented on a weekly basis. Employee workplace rights and responsibilities will be re-emphasized during the job site safety meeting/toolbox talks. Accident reports, including first aid, injury, property damage and near miss reports will be submitted and documented by each contractor on a monthly basis.
8. No employee shall be allowed to work directly below a suspended load except for: employees engaged in the initial connection of steel, and employees hooking or unhooking the load. The following criteria must be met when employees are allowed to work under the load: materials being hoisted shall be rigged to prevent unintentional displacement; hooks with self-closing safety latches or their equivalent shall be used to prevent components from slipping out of the hook; all loads shall be rigged by a qualified rigger. All rigging must be tagged with workload limits or color-coded to identify the workload limits.
9. Require the use of appropriate personal protective equipment. Hardhats and eye protection will be worn at all times in the construction area(s). All employees working near heavy equipment or motorized vehicles will be required to wear highly visible upper body clothing.
10. Allow OSHA access to the site during inspection activities (monitoring and unprogrammed activities such as fatalities and employee complaints) without requiring a warrant.
11. Ensure that temporary workers on their jobsites receive safety and health information and training.

## **B. OSHA**

1. Designate an experienced safety and health specialist to serve as a resource and liaison for the partnership.
2. Assist with safety and health training and provide technical assistance.



3. Audit the monthly reports/documents and make recommendations for improvement in meeting partnership goals.
4. Conduct non-enforcement verification visits in accordance with section VII of this partnership.

## **IX. EMPLOYEE AND EMPLOYER RIGHTS**

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

## **X. TERMINATION**

Any of the signatory and non-signatory stakeholders may terminate participation by providing thirty (30) days written notice to the other signatories.

Either party may also propose modification or amendment to the agreement. Changes to the Partnership Agreement may be implemented if both parties agree that it is in the best interest of the parties involved.

## **XI. TERM AND LOCATION OF PARTNERSHIP AGREEMENT**

This partnership agreement will apply to the 34 counties covered by the Austin Area OSHA office and will be effective for a period of three (3) years. The Austin OSHA Office and The Associated General Contractors Austin Chapter will make a joint determination of whether or not to continue the partnership.

This agreement will terminate three (3) years from the date of the signing. If either OSHA or The Associated Builders and Contractors Central Texas Chapter wish to withdraw their participation prior to the established termination date, the agreement will terminate upon receiving a written notice of the intent to withdraw from either signatory.

## **XII. SIGNATURES**

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**Phil Thoden**  
**Executive Director**

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**R. Casey Perkins, CSP**  
**Area Director**

**Date signed: January XX , 2020**

## Chapter Partnership

**Report for the Month of:**

**Number of Companies in Partnership:**

**Number of Self Inspections Performed:**

**Number of Workers Covered by Self Inspection:**

Type of Hazards	Identified	# Immediately Corrected	# Corrected within 1-Week	Total Corrected
Fall Hazard				
Electrical Hazard				
Struck by Hazard				
Caught In/Between Hazard				
Other				
Total				

Action plan to protect employees from any hazards not yet corrected:

Training hours:

Number of managers trained:

Number of total hours spent training managers:

Number of employees trained:

Number of total hours spent training employees:

(Examples on figuring training hours: 4 managers trained @ 1 hour each = 4 total hours, 20 employees trained at 15 minutes each would be 5 total hours.)