FLORIDA STRATEGIC PARTNERSHIP AGREEMENT

BETWEEN

FORT LAUDERDALE AREA OFFICE
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
U.S. DEPARTMENT OF LABOR

AND

THE UNIVERSITY OF SOUTH FLORIDA SAFETYFLORIDA
CONSULTATION PROGRAM

AND

ASSOCIATED GENERAL CONTRACTORS OF AMERICA
SOUTH FLORIDA CHAPTER
I. Background and Identification of Partners

A. Background

The Associated General Contractors of America (AGC) South Florida Chapter and the Fort Lauderdale Area Office of the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA) mutually recognize the importance of providing a safe and healthful work environment for employees engaged in the construction industry. A strategic Partnership between AGC South Florida Chapter and OSHA originally entered into a Partnership on April 6, 2005. AGC South Florida Chapter and OSHA have agreed to continue their cooperative Partnership focused on the construction industry in South Florida.

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 who have demonstrated an effective safety and health management system (SHMS). The Partnership will serve to establish a cooperative effort in ensuring a safe worksite and maintaining an open line of communication between OSHA, AGC South Florida Chapter and the contractors that choose to join. The Partnership is consistent with OSHA's efforts to leverage its resources, encourage the implementation of comprehensive safety and health management systems, as well as increasing the number of construction workers with effective safety training.

B. Partners
   a. OSHA Fort Lauderdale Area Office
   b. AGC South Florida Chapter
   c. Member contractors and associate specialty contractors
   d. University of South Florida SafetyFlorida Consultation Program (USFSFCP)

II. Purpose and Scope

The common objective and goals of the Partnership are to provide a safe and healthful environment for workers involved in the construction industry while reducing injuries and illnesses. These goals will be accomplished through increased safety and health training, implementation of best work practices, increase in the number of employers with an effective SHMS.

By combining their efforts, skills, knowledge and resources, OSHA, USFSFCP and the AGC South Florida Chapter expects to reduce exposure to hazards and thereby decrease the possibility of serious injuries, illnesses and fatalities at participating job sites.
III. Goals, Strategies and Performance Measures

The primary objective of this Partnership is to create a working relationship that focuses on preventing fatalities, controlling or eliminating serious hazards, and establishing a foundation for the development of effective safety and health management systems.

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<th>GOALS</th>
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| Reduce the total number of injuries and illnesses cases by 3 percent, thereby providing a safe and healthful work environment for employees at the Project. | a) Reviewing the OSHA 300 data of the partnership participants.  
b) Calculating the employer’s TCIR and Days away from work, restricted, or job transferred (DART) rates.  
c) Comparing this data with the baseline rates for the agreement. | a) This goal will be measured by the number of companies participating in the partnership, which reduce their TCIR and DART rates below the baseline for the partnership.  
b) Baseline will be based on the current BLS data for the industry. |
| Effectively control workplace hazards by mentoring and increasing the number of construction companies with safety and health management systems. | Methods to evaluate the partner’s performance in this area will include the implementation of comprehensive safety and health management systems, employers that establish effective safety and health management systems | Measure the number of participants that develop and implement effective safety and health management systems as a result of participating in the partnership, compared to the baseline for the agreement. The baseline will be established during the initial year of the agreement. |
| Increase the number of employees, employers and supervisors that are provided effective safety and health training, such as the OSHA 30-hour course. | a) Evaluation of the employers that establish effective safety and health training programs.  
b) Evaluation of the employers that provide employees with OSHA 30-hour training. | a) Measure the number of employers with effective safety and health training programs.  
b) Measure the number of managers, supervisors and employees provide with OSHA 30-hour training, compared to the baseline for the agreement. The baseline will be established during the initial year of the agreement. |

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1 Days Away from work, Restricted, or Job Transferred (DART) rate: This includes cases involving days away from work, restricted work activity, and transfers to another job. It is calculated based on \( \frac{N}{EH} \times (200,000) \) where \( N \) is the number of cases involving days away, and/or restricted work activity, and/or job transfer; \( EH \) is the total number of hours worked by all employees during the calendar year; and \( 200,000 \) is the base number of hours worked for 100 full-time equivalent employees. For example: Employees of an establishment including management, temporary, and leased workers worked 645,089 hours at this worksite. There were 22 injury and illness cases involving days away and/or restricted work activity and/or job transfer from the OSHA 300 Log (total of column H plus column I). The DART rate would be \( \frac{22}{645,089} \times (200,000) = 6.8 \)
IV. Management and Operation

A. AGC South Florida Chapter Safety Committee

1. The AGC South Florida Chapter Safety Committee will establish a Strategic Partnership Committee (SPC). The SPC will consist of representatives from the current employers participating in the Partnership. The SPC is responsible for informing contractors, who successfully completed the AGC South Florida Chapter screening process that they are eligible for participation in the Strategic Partnership.

The AGC South Florida Chapter will be responsible for:

a. Maintaining a list of the qualified participants. This information will be provided to OSHA upon request and at least annually for all Partnership participants.

b. Collecting from participants the data listed under the heading “Performance Measures” in this agreement, and providing the information to OSHA.

c. Administering the application process for contractors that wish to participate.

d. Auditing participant worksites to ensure compliance with OSHA regulations and this Partnership Agreement.

2. OSHA Strategic Partnerships are part of OSHA’s available voluntary cooperative programs. As per the Paperwork Reduction Act of 1995 (PRA OMB CONTROL NO. 1218-0244, expires December 31, 2015), the public reporting burden for this partnership’s collection of information is estimated at 22 hours per participant, per year. If you have any comments regarding this collection of information, including suggestions for reducing the burden or revising the burden estimate, please direct them to:

Occupational Safety and Health Administration
Attention: Director, Office of Partnerships and Recognition
Directorate of Cooperative and State Programs
200 Constitution Avenue, NW - Room N3700
Washington, DC 20210

B. Membership Requirements

1. Applications may be submitted at any time throughout the year. All new applicants must complete and submit the two-part Partnership application.

a. To complete the first part of the application, the contractor must provide summary data from their OSHA 300 log. The second part of the application is
a self-audit evaluation checklist (see Appendix A) and it requires the applicant to answer a series of questions related to their safety program.

b. The SPC will administer the self-audit evaluation for the Partnership. The SPC will either approve or reject Partnership applications. OSHA will serve in an advisory capacity to the AGC South Florida Chapter Safety Committee.

c. Each participant contractor must provide the SPC with evidence of conformance with each requirement of the application.

d. The SPC will inform OSHA of the, AGC South Florida Chapter, contractors that have successfully completed the application process and are eligible for participation in the Partnership Program.

e. The Partnership will be open to those companies whose achievements in the area of worksite health and safety are outstanding.

2. Contractors who are accepted into the Partnership will receive benefits from OSHA as outlined in this Partnership. Partnership applicants must meet the following requirements:

a. Conduct and document weekly employee safety meetings.

b. Develop and implement a written safety and health program and training program, which address at a minimum the four leading causes of death on construction sites: falls, struck-by, caught-in/between and electrocution. Where necessary, the safety and health management system needs to address procedures for working around machinery and vehicles, lead, silica, noise exposure, hazard communication, respiratory protection, heat stress prevention and emergency response and first aid. Employees shall be trained in a manner such as, but not limited to, traditional classroom training, tool box talks, written tests, observations, or through discussions in which English and non-English speaking employees will understand the project’s/company’s written health and safety program’s content.

c. Conduct and document self-audits.

d. Work with USFSFCP to identify and reduce employee exposures to all toxins, carcinogens or hazardous substances currently emphasized by OSHA and which present inhalation hazards. Employee exposures will be assumed and respiratory protection worn until the results of air monitoring are received and demonstrate no exposure problems or prior surveys show no hazard exists.

e. All employees working six feet or greater above the next lower level at required to have 100% fall protection. This includes scaffolding, masonry and steel erection work.
f. Promote and nurture worker involvement in day-to-day implementation of their safety and health program. Examples of such activities would be to have workers participate in conducting weekly safety meetings, accident investigations, hazard recognition activities and safety and health committee activities.

g. On unionized work sites, all affected unions must be involved with the program. Participating contractors along with the AGC South Florida Chapter will solicit union organizations for signatory participation or written endorsement of the Partnership.


i. Each company shall assign at least one experienced employee with responsibility to administer the participant’s safety and health management system, and to conduct and document safety and health inspections of ongoing work.

j. Each contractor shall conduct safety orientations for all new workers. Orientation shall effectively communicate the contractor’s safety and health management system, and show evidence of effective employee training for avoidance of hazards specific to the contractor’s worksite(s).

k. Provide evidence of employee involvement in the safety and health management systems; for example, participation in self-audits, site inspections, job hazard analyses, pre-task planning, safety and health management system reviews, safety training, and mishap and near-miss investigations.

l. Develop and maintain a Substance Abuse Program.

m. Provide all field superintendent personnel with training equivalent to the OSHA 10-Hour Course within ninety (90) days of placement.

n. Maintain a total case injury/illness incidence rate that is 10% less than the 2014 BLS National Rate for the specific NAICS (North American Industry Classification System) assigned to a contractor; http://www.bls.gov/iif/.

o. Develop and maintain a program to ensure that all host and temporary worker agencies assure that temporary workers are provided a safe and healthful work environment.
C. OSHA will:

a. Participate to the extent resources permit, in the regular Partnership Committee/Subcontractor meetings.

b. Serve as a resource and liaison for partnership participants and also assist with safety and health training, as resources permit.

c. Give priority to construction projects as resources permit, when technical assistance is needed.

d. Audit the monthly reports/documents and make recommendations for improvements in the meeting Partnership goals.

e. Conduct inspections in accordance with Section VIII of this Partnership.

f. Conduct the annual Partnership Evaluation report in accordance with Section V of this Partnership.

D. USFSFCP will:

a. Give priority consideration to requests for services from small contractors who are engaged in work at partnership projects.

b. Support and perform activities and monitoring related to heat illness prevention program.

c. Provide the resources to conduct initial monitoring for ALL toxins, carcinogens, or hazardous substances currently emphasized by OSHA and which present inhalation hazards, such as silica, lead, cadmium, and/or isocyanates.

d. Support and perform activities and monitoring related to noise generating activities.

e. In conjunction with AGC South Florida Chapter, track quarterly injury and illness data from participating contractor sites.

V. Annual Evaluation

The program will be evaluated on an annual basis through the use of the Strategic Partnership Annual Evaluation Format as specified in Appendix C of OSHA Instruction CSP 03-02-002, OSHA Strategic Partnership Program for Worker Safety and Health.

It will be the responsibility of AGC South Florida Chapter to gather required participant data to evaluate and track the overall results and success of the
partnership program. This data will be shared with OSHA. It will be the responsibility of OSHA to write and submit the annual evaluation.

VI. Incentives

Implementation of this Partnership Agreement is expected to result in decreased serious injuries, illnesses, and fatalities for participating contractors, and improvement of existing safety and health programs. This agreement provides for benefits to construction contractors that voluntarily participate in the partnership program and implement effective safety and health management systems (SHMS). This agreement will not in any way affect employees’ ability to exercise rights under the OSH Act and OSHA regulations, including walk-around rights. Additionally, upon acceptance as a partnership participant, OSHA will provide the following benefits to participants:

a. Special recognition from OSHA and AGC South Florida Chapter designating the contractor as a participant in the Partnership.

b. Maximum penalty reduction allowed in the OSHA Field Operations Manual (FOM) for good faith and history.

c. Use of the “phone & fax” procedures by OSHA to handle some investigations to the extent allowed by reference in the Field Operations Manual (FOM).

d. The availability of an OSHA focused inspection where the Partnership participant has an effective safety and health management system fully compliant with 29 CFR 1926.20 and 29 CFR 1926.21 (For additional details refer to the 1994 memo signed by then Deputy Assistant Secretary for OSHA James Stanley).

e. A certificate of acceptance denoting special recognition from OSHA and AGC South Florida Chapter will be given to participating contractors. This certificate of acceptance (see Appendix B) must be posted at qualifying sites and made available to compliance officer(s) upon request.

f. Coordination with the SPC to educate local police and fire rescue of OSHA reporting requirements for occupational injuries and illnesses.

VII. Onsite Non-Enforcement Verification and OSHA Inspections

A. Complaint/Referral Inspections

a. This Partnership provides for the immediate response to each allegation of a safety or health hazard brought to its attention by any person. Upon a finding that an allegation is valid, the employer shall promptly abate the hazard.
b. The use of Quick Fix protocols will be used for non-serious violations as an enforcement benefit. OSHA agrees that a copy of each non-formal complaint/referral related to a work site covered by this agreement will be forwarded by fax, to the AGC South Florida Chapter if an on-site inspection is not to be done. Non-serious violations observed during a complaint/referral inspection will not be cited if corrected immediately. In accordance with applicable law, the name of a complainant requesting confidentiality will not be revealed.

B. Accident Inspections

Employers engaged in this Partnership recognize that OSHA fully investigates accidents involving a death, work-related in-patient hospitalizations, amputations, loss of an eye, or other injuries and illnesses. If OSHA determines that the incident resulted from the violation of OSHA standards the employer will not be afforded partnership benefits.

C. OSHA Verification

OSHA will conduct the initial verification enforcement inspection no sooner than three months, but within four months after Partnership participants formally enter into this agreement. During this period participants should develop and implement the safety and health management systems required under this agreement. After this period, OSHA will conduct the initial verification enforcement inspection and annually thereafter. The verification enforcement inspection will be conducted as a focused inspection, per the appropriate OSHA guidelines. Compliance Safety and Health Officers (CSHOs) who are familiar with the Project will do verification enforcement inspections. Employee rights under the OSH Act will be afforded. During the verification enforcement inspections, if OSHA personnel identify serious hazards that site management refuses to correct, the scope of the inspection may be expanded.

VIII. Employee/ Employer Rights and Responsibilities

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.

Employers are encouraged to implement an Employee Safety Committee, task with reviewing jobsite inspections, near miss reports, accident reports, as well as other aspects of the site SHMS.

IX. Termination
A. This 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.

C. If OSHA chooses to withdraw its participation in the Partnership, the entire agreement is terminated. Any party may also propose modification or amendment to the agreement. Any modifications to the agreement must receive the concurrence of all parties to the agreement.

D. A contractor’s participation will be terminated by the AGC South Florida Chapter, and OSHA will be informed if the circumstances described in paragraphs a. and/or b. below occur. The notification will be in writing to the contractor, and the contractor will have 30 days to appeal the decision before the SPC:

a. An inspection by the AGC South Florida Chapter or USFSFCP reveals a significant deviation from program criteria established in the self-audit evaluation form.

b. The contractor has falsified information on the application or supporting records.

c. The contractor fails to abate issues discovered in USFSCP during a jobsite visit.

E. A contractor’s participation will be terminated by OSHA if the employer has been identified by the OSHA Regional Administrator as a company that will need to be inspected in accordance with OSHA Instruction CPL 02-00-149, Severe Violator Enforcement Program (SVEP). OSHA will notify the contractor and the AGC South Florida Chapter in writing of this determination.

F. In the event that a participating contractor in the Florida Strategic Partnership receives a citation(s) as the result of a fatality or a serious accident involving the hospitalization of one or more of their employees, the OSHA Area Director will notify the AGC South Florida Chapter Safety Committee Chairperson in writing when citation(s) have been issued to a Strategic Partner. The AGC South Florida Chapter Safety Committee Chairperson will then notify the participating Strategic Partner in writing that the contractor will be suspended from the participating in the Florida Strategic Partnership. A participating contractor may be reinstated after one hundred and twenty (120) days following a non-enforcement verification inspection by USFSFCP.
G. A contractor’s participation may be terminated by the AGC South Florida Chapter if the contractor or his/her designated representative fails to attend at least fifty percent (50%) of the regularly scheduled Partnership Meetings each year or if the contractor fails to provide the committee with the reports required under Article IV. A. B. of this agreement. The AGC South Florida Chapter shall notify OSHA and the contractor in writing of the termination. The contractor so terminated has thirty (30) days from the date of the notice to appeal the decision to the AGC South Florida Chapter.
X. Occupational Safety and Health Administration

Condell Eastmond
Area Director – Ft. Lauderdale
Occupational Safety and Health Administration

University of South Florida Safety Florida Consultation Program

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4/1/2016
Date

4/1/16
Date

4/01/2016
Date