

North Carolina Department of Labor
Division of Occupational Safety and Health
Raleigh, North Carolina

Field Information System

Operational Procedure Notice 108A

Subject: Cooperative Assessment Program for Ergonomics

A. Purpose. This OPN establishes and implements a Cooperative Assessment Program (CAP) for Ergonomics available to employers committed to reducing to the extent feasible ergonomic hazards in their workplaces. This program including performance monitoring will be managed through the Bureau of Compliance.

B. Scope. This OPN applies statewide to any employer subject to the North Carolina Occupational Safety and Health Act.

C. Discussion. Cumulative Trauma Disorders (CTDs) are the fastest growing injury and illness in North Carolina yet they are some of the most under reported. Currently there are no standards for the elimination of ergonomic stressors in the workplace. The intervention strategies developed by OSHNC as reflected in implemented settlement agreements have been very successful in reducing the incidence rate and severity of CTDs and attendant worker's compensation costs in previously cited facilities. Employers who have implemented these strategies, which include employee involvement, have experienced enhanced employee morale, productivity and retention rates.

Enforcement action for ergonomic stressors is very time consuming and resource intensive for all involved. Historically it has taken two to three years from the time an ergonomic enforcement action is initiated until a final resolution. By making a CAP available to employers without an enforcement action, employees whose employers take advantage of this program will experience improved working conditions much faster than if enforcement action had occurred and OSHNC will be able to achieve much broader success in reducing occupational CTDs for the resources available.

D. Objectives.

1. Prevent the occurrence and severity of CTDs among North Carolina workers, thereby reducing their pain and suffering.
2. Encourage employers to implement comprehensive ergonomic programs that feasibly seek to eliminate or reduce the occurrence and severity of occupational CTDs and thereby provide safer workplaces for affected employees.
3. Reduce the costs of ergonomic deficiencies in the workplace through reducing lost work day rates, reducing workers' compensation costs, and improving the overall productivity and competitiveness of NC industries and services.
4. Provide a comprehensive mechanism to assist employers in the development and implementation of ergonomic solutions.
5. Utilize limited OSHNC resources more efficiently to maximize employer compliance with their legal duty to maintain a workplace that is free from recognized hazards.

E. Program Description.

1. After an assessment has been made by the Bureau of Compliance, a CAP may be offered to any employer who does not have a pending ergonomic citation or active ergonomic settlement agreement provided that the employer demonstrates a strong commitment to address their ergonomic problems in good faith.
2. CAPs will be implemented through the signing of an agreement between the employer and OSHNC which will set forth the actions that the employer must take, a time frame for completion of each task, and the commitment for OSHNC to monitor compliance with the agreement. Authorized employee representatives may participate in the negotiation of a CAP at the discretion of the Director. If a collective bargaining agreement exists, the collective bargaining agent will participate in the negotiation of the CAP.
3. Notwithstanding the existence of an ergonomic CAP agreement, OSHNC will respond to complaints, including ergonomic complaints, and take all other enforcement actions consistent with existing policies and protocols. If a citation is pending, the citation should be resolved utilizing an ergonomic settlement agreement.

F. IMIS Coding. The OSHA-1 form for all monitoring activities conducted pursuant to this OPN shall be coded as N 03 ergonomics in block 42.

5/10/99
Date of Signature

Signed on Original
Robert K. Andrews, Jr.
Director

NORTH CAROLINA DEPARTMENT OF LABOR
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

ERGONOMICS COOPERATIVE ASSESSMENT AGREEMENT

This Agreement is entered into by and between the Division of Occupational Safety and Health, North Carolina Department of Labor (hereinafter "OSH Division"), and the following employer in accordance with Operational Procedure Notice 108A:

(hereinafter "the Employer")

The OSH Division and the Employer specifically agree to the following items:

1. This agreement shall apply to the Employer's facilities located at:

2. In an effort to effectively promote worker safety, health and comfort to reduce worker's compensation and related costs, the Employer **\\will implement an - or modify its existing** Ergonomics Program in accordance with the terms of this Agreement. The OSH Division and the Employer agree that implementation of a comprehensive ergonomics program is an effective way to ensure the on-going systematic application and evaluation of appropriate technologies and methods for the control of cumulative trauma disorders ("CTDs"). The Ergonomics Program will contain the following elements:

- A. Management commitment;
- B. Education and training;
- C. Employee participation;
- D. Worksite analyses;
- E. Hazard prevention and control; and

F. Medical management.

3. Management Commitment. The Employer is committed to the development, implementation, and maintenance of an Ergonomics Program containing the elements set forth in this Agreement and will in good faith abide by all the terms contained herein.

4. Education and Training.

A. All employees at the facilities covered by this Agreement shall receive training regarding the following within 60 days of the execution of this agreement:

- (1) An overview of the Employer's Responsibility under this Agreement;
- (2) General ergonomic risk factors;
- (3) Instruction as to movements and postures which may cause or aggravate CTDs;
- (4) Medical aspects of CTDs including early symptoms and the importance of early reporting and treatment;
- (5) Employer's policy not to discriminate against employees who report CTDs,
- (6) How and to whom to report CTD symptoms; and
- (7) Activities which prevent, control or alleviate CTDs.

B. All managers and supervisors at the facility shall receive training regarding the following within 60 days of the execution of this agreement:

- (1) Instruction as to movements and postures which may cause or aggravate CTDs for each type of job they supervise;

(2) The importance of encouraging employees to promptly report pain from workplace stresses and the importance of the early treatment of CTDS;

(3) The importance of assuring that employees placed in modified/light duty tasks follow all prescribed conditions;

(4) The importance of observing how employees perform job tasks and how to coach employees on minimizing ergonomic stresses;

(5) Recognition of the early signs of CTDs in the employees that they supervise; and

(6) Controls used to correct ergonomic stressors.

C. Newly hired and reassigned employees shall receive the training outlined above within 30 days.

D. Whenever new controls are implemented, the ergonomic impacts of these controls shall be addressed with each employee affected by the new controls prior to implementation.

E. Appropriate refresher sessions shall be provided at least annually for all employees.

F. All training shall provide time for questions and answers.

5. Employee Participation. The Employer will encourage employee input on ergonomics issues through the following: employee representation on one or more ergonomics teams; employee involvement in developing corrective actions; a complaint and suggestion procedure; input to the ergonomics team; and employee surveys. Input may include potential methods of significantly reducing or eliminating ergonomic stressors. Employees whose jobs are analyzed in accordance with this Agreement will be specifically encouraged to provide input pertaining to potential problems and suggestions for corrective actions. If a collective bargaining agreement exists, employee participation will be in accordance with terms of the collective bargaining agreement. If there is no agreement, the Employer shall implement a plan for employee participation within 60 days of the execution of this Agreement.

6. Worksite Analysis. The Employer **\\has obtained and is currently using - or - will obtain** the services of one or more persons, hereinafter Expert, qualified by education, training, and experience in the fields of ergonomics, epidemiology, and medical surveillance related to CTDs. The Employer agrees to utilize the services of the Expert to perform workplace analysis. The Expert will determine which operations or combinations of operations include one or more ergonomic stressors that are causing or likely to cause CTDs. Ergonomic stressors include, but are not limited to, repetition, force, vibration, lifting, extreme temperatures, and extreme or awkward postures. The analysis shall include at a minimum:

A. An evaluation of the Employer's OSHA 200 logs, 101 forms or equivalent, and worker's compensation data for no less than a three year period, industrial engineering studies, and other relevant available documentation; and

B. A survey of a representative sample of its employees performing a variety of jobs to establish a baseline of the occurrence, frequency, and severity of symptoms that indicate the presence of or development of CTDs including pain, numbness, tingling and dysfunction; and

C. Observation of the performance of each job in the facility while being performed under the most extreme conditions used at the facility including pace, force, load, etc.

A report of all findings shall be reduced to writing. Operations or combinations of operations that include one or more ergonomic stressors shall be prioritized for the implementation of control measures with the operations whose employees have reported the largest numbers of CTDs or the early symptoms of CTDs given first priority . If an employee in an operation which is not included in the priority list prepared pursuant to this part reports a medically confirmed occupationally related CTD to the Employer, the operation shall be reevaluated within 30 days. Worksite analysis shall include, but not be limited to the following operations:

All worksite analyses shall be completed within 180 days of the execution of this Agreement. The symptom survey described in paragraph B above shall be readministered annually for the life of this Agreement.

7. Hazard Prevention and Control.

A. The Employer, with the assistance of its Expert, will identify, evaluate, and implement all feasible engineering, administrative and work practice controls necessary to eliminate or significantly reduce the ergonomic stressors identified by the worksite analysis conducted at the facility as soon as practicable in accordance with the priority established in the worksite analysis. The parties recognize that the implementation of these controls may only reduce and not eliminate employee exposure.

B. If the Employer determines that a recommended control is infeasible or unnecessary, it will identify and document the reasons and make such documentation available to the OSH Division upon request.

C. If the feasibility of a control method is uncertain, the Employer may test the method on site before implementing plant wide. If the Employer determines that the control method is infeasible after testing, the Employer may abandon the control method but will document why the control is not feasible and make such documentation available to the OSH Division upon request.

D. Where engineering, administrative and/or work practice controls are determined to be equally feasible and effective to reduce or eliminate the same ergonomic stressor, the Employer agrees to give preference to the implementation of engineering controls. E. The Employer agrees to document the degree to which any implemented control has reduced or eliminated identified ergonomic stressors. Such documentation may include an evaluation of the symptom survey, OSHA 200 logs, medical records, etc. for all affected jobs and shall be made available to the OSH Division upon request.

E. The Employer agrees to document the degree to which any implemented control has reduced or eliminated the same ergonomic stressors. Such documentation may include an evaluation of the symptom survey, OSHA 20 logs, medical records, etc. for all affected jobs and shall be made available to the OSH Division upon request.

F. The Employer agrees to take into consideration potential ergonomic impacts related to future equipment acquisitions and process changes.

G. All control methods shall be implemented no later than 24 months following the execution of this Agreement.

8. Medical Management.

A. The Employer agrees to associate medical personnel competent in the early recognition, evaluation, treatment, rehabilitation, and prevention of CTDs including the risks of ergonomic stressors identified in the Employer's facility and/or provide appropriate training in these disciplines to current medical personnel within 60 days of the execution of this Agreement.

B. The Employer will have employees who present CTD-related symptoms evaluated promptly. Evaluation and treatment of employees with CTDs will be based on protocols reflecting the employee's medical history and a physical examination. Specified protocols for follow-up and referrals will be developed within 60 days of the execution of this Agreement and approved by a licensed physician competent in the recognition, evaluation, treatment, rehabilitation, and prevention of CTDs. The Employer agrees that conservative methods of treatment will be given first priority.

C. Employees will be encouraged to report workplace pain and discomfort early to appropriate facility personnel.

D. Modified or light duty tasks will be analyzed for CTD potential prior to the assignment of an employee to the task. The results of the such analysis shall be reduced to written form.

E. Employer's medical services personnel will conduct periodic workplace walkthroughs, as operations and workplace conditions change, to remain knowledgeable about features of jobs that may be interrelated with the development of CTDs.

9. Discrimination. Employees shall not be discriminated against because they report conditions that may be CTD related, because they request to visit the medical facilities, or because they have a diagnosed CTD problem and are undergoing medical treatment. Nothing herein shall restrict the Employer from imposing bona fide restrictions for medical reasons pursuant to its medical management program.

10. Reports. The Employer will submit reports on the facility's compliance with this Agreement semi-annually.

A. Each report shall describe in summary form the activities taken by the Employer at the facility, including information regarding training, results of the worksite analyses, the number of employees treated for CTDS, the measures in place or in progress to control workplace CTDS.

B. All documents relevant to the implementation of this Agreement shall be made available to the OSH Division upon request.

C. If a collective bargaining agreement exists, all reports and documents produced in accordance with this agreement shall be made available to the agent upon request.

11. Employers can demonstrate that they are meeting their general duty obligation under the NC OSH Act by implementing a comprehensive ergonomic program containing the elements set forth in this Agreement. The OSH Division agrees that it will not issue Citations nor take any other enforcement action against the Employer for any ergonomic conditions identified in the programs, reports, analysis, or monitoring inspections set forth in this Agreement, provided such conditions are being addressed in good faith in accordance with this Agreement. The OSH Division agrees that, assuming implementation of this Agreement and compliance by the Employer, the OSH Division shall not conduct general schedule inspections as to ergonomic issues covered by this Agreement during life of this Agreement except that the OSH Division shall conduct monitoring inspections to determine compliance with the terms of this Agreement. The OSH Division further agrees that if, as a result of monitoring activities conducted pursuant to this Agreement, the OSH Division discovers any condition it believes may be a violation of this Agreement, the OSH Division will so inform the Employer. The Employer shall correct any noted deficiencies in accordance with a schedule agreed to by the OSH Division or this Agreement shall become null and void. The OSH Division retains the right to conduct all other types of inspections permitted under the North Carolina Occupational Safety and Health Act.

12. If the Employer has proceeded in good faith in complying with the terms of this Agreement and an extension of any time specified in this Agreement is needed, the OSH Division will give reasonable consideration to a request for an extension of time to complete a required action, provided such request is made 30 days prior to the expiration of time for such action.

13. Should any Occupational Safety and Health Standard concerning CTDs be promulgated and adopted by the OSH Division during the life of this

Agreement, the parties agree to meet and discuss the conformance of this Agreement with the obligations required under any such CTD standard. Should the parties mutually agree that this Agreement fully complies with the new standard, the Agreement will continue unaffected for the remainder of the term provided. Should either the OSH Division or the Employer determine that the new standard requires obligations not addressed by the Agreement, and/or that the new standard does not require obligations that are required by the Agreement, the parties may mutually agree to amend this Agreement to conform to the new standard. If no agreement concerning modification can be reached, the Employer or the OSH Division may give the other party sixty days notice that the Agreement is canceled.

14. The term of this Agreement shall be three years from the execution of this agreement.

15. This Agreement shall be prominently posted at or near such place(s) where it is likely to be seen by all employees of the facilities covered by this agreement for the duration of this Agreement. A summary of the semi-annual reports sent to the OSH Division shall be posted for not less than 30 days following submittal.

WHEREFORE, the undersigned parties enter into and execute this Agreement.

This the ____ day of , _____,

Approved by:

OSH Division Designee

Employer