

**North Carolina Department of Labor
Occupational Safety and Health Division**

Raleigh, NC

Administrative Information System

Administrative Procedure Notice 18Q

Subject: Cooperative Agreements (Partnerships and Alliances)

A. Purpose.

This Administrative Procedure Notice (APN) describes and implements the NC Department of Labor (NCDOL) Cooperative Agreement Program for Occupational Safety and Health (CAPOSH). CAPOSH is designed to enhance the ability of the Occupational Safety and Health Division (OSH) to meet its strategic goals and statutory requirement to help prevent injuries, illnesses, and fatalities.

B. Scope.

1. This APN applies throughout the division for all cooperative agreements as defined in this procedure. It does not apply to compliance settlement agreements, agreements that are part of the OSH Division's Star Program, SHARP Program, Gold Star Growers' programs, or agreements to support regional safety and health schools and conferences. CAPOSH (i.e., Partnerships and Alliances) will be focused primarily toward the Special Emphasis Programs (SEP) identified in North Carolina.

C. Definitions.

1. *Cooperative Agreement* - A written agreement between OSH and one or more parties for the purpose(s) of formalizing expectations. Cooperative agreements include both Partnerships and Alliances.
2. *Partnership* - A Partnership is a voluntary cooperative relationship between OSH and general contractors of construction site projects designed to encourage, assist, and recognize efforts to eliminate serious hazards and achieve a high degree of worker safety and health. Construction is a special emphasis program area in North Carolina. For this reason, this program will be available to construction general contractors in locales where OSH has jurisdiction.

A Partnership assists partners in the reduction of injuries and illnesses through the long-term development of effective safety and health management systems that address hazards in accordance with the Act. They are formalized through written agreements that last for a specified period of time. The Partnership must meet established measurements which will be verified through quarterly joint inspections and documentation provided by the Partnership at least monthly. Partnerships end one month after project completion or may be terminated by either party with a 30-day notice of intent.

Due to limited resources within the OSH Division, Partnerships with the same company will be limited to two agreements within a ten-year time span in order to afford opportunities to other companies that would also like to establish a Partnership agreement. In addition, Partnerships will be focused toward construction site projects that last 2 – 3 years.

Exception: OSH Administration or the Commissioner of Labor may overrule the two-agreement limitation with a company within the ten-year span.

3. *Alliance* - An Alliance is a formalized, voluntary, cooperative relationship between OSH and non-consulting companies, labor organizations, trade and professional associations, universities, local and state agencies, and other stakeholders designed to address enhancing the dialogue on worksite safety and health issues, training and education on topical subjects, and outreach or promoting communication. Alliances provide opportunities to exchange ideas, convey concerns, raise issues, educate and advocate efforts to eliminate serious hazards, all aimed at achieving higher levels of worker safety and health and increasing OSH participation in the statewide dialogue on safety and health.

An Alliance allows stakeholders that share an interest in workplace safety and health to collaborate with OSH to prevent injuries and illnesses in the workplace. Alliances will be focused toward SEP areas in North Carolina.

OSH and the organization sign a formal agreement with goals that address training and education, outreach and communication, and promoting the national dialogue on workplace safety and health.

Some Alliances such as the Safety and Health Council of North Carolina and the North Carolina State – Industry Expansion Solutions, are set for an indefinite period of time because of a combined collaboration (i.e., Manager of Environmental, Safety & Health (MESH) certificate program).

Alliances will generally be set for a two-year period. They may be renewed multiple times providing that a viable relationship has been established and they are part of a combined collaboration, special emphasis or have a strategic role in our internal training.

D. Roles and Responsibilities.

1. The State Plan Coordinator:
 - a. Submit a plan change with documentation of this program to Federal OSHA;
 - b. Include an annual assessment of CAPOSH effectiveness in the State OSH Annual Report (SOAR) and provide information about new Partnerships and Alliances to the Area Director.
2. Alliance Chair and Partnership Chair:
 - a. Set measurements for agreements that support the OSH mission and Strategic Management Plan.
 - b. Review APN 18 periodically and update as needed to ensure effectiveness and accuracy with NCDOL procedures.
 - c. Cultivate relationships with employers, employee groups, individuals, industry associations, public sector entities and not-for-profit groups to foster an improved safety and health culture;
 - o Alliance Chair will meet with potential Alliances to discuss benefits of an agreement that is mutually beneficial.
 - o Partnership Chair will review Partnership applications and schedule Partnership meetings with OSH Bureau Chiefs, affected District Supervisors, and potential partners to ensure that the Partnership will be mutually beneficial.
 - d. Discuss potential new agreements with the affected SEP committee.
 - e. Recommend new Alliances and Partnerships that most benefit the missions and goals of NCDOL and support the strategic management plan.
 - f. Will formalize through written agreements those relationships that most benefit the mission and strategic goals of OSH.
 - g. Alliance Chair will work with the applicable SEP TL for a point of contact that will assist in monitoring respective agreements that are applicable to their SEP.

- h. The Partnership Chair will be responsible for ensuring that a TL for each Partnership is appointed. The appointed Partnership TL will schedule quarterly walk-throughs and send documentation to the Partnership Chair for posting on the F drive. Refer to 3. Below.
- i. Maintain a listing of active agreements;
 - o Send original copies of the agreements to ETTA to post on the One Stop Shop (Field Information System Coordinator) and the NCDOL website. ETTA will also maintain a hard copy of the agreement in the respective Alliances or Partnerships file.
 - o The Partnership TL will send by email to the Planning, Statistics, and Information Management (PSIM) Bureau, the company name of the Partnership primary contractor and the subcontractors on site, the specific address of the Partnership location, the date of the Partnership agreement, and the length of the Partnership project for PSIM staff to designate on the OSH Division's establishment database a deferment of programmed planned inspections for these companies at the specific site. The Partnership TL will notify PSIM of any changes, which may include a change to the length of the Partnership agreement including completion or termination dates.
- j. Ensure each Partnership and Alliance electronic file is maintained with required documentation (i.e., injury/illness data, quarterly walk-throughs, agreements).
- k. Update Alliance and Partnership agreement templates as applicable.
- l. Include support for agreements in the Strategic Management Plan.
- m. Provide information and advice to the director to assist in guiding the CAPOSH program.
- n. Attend scheduled meetings as applicable.
- o Monitor agreements and required activity related to the agreement.
- p. Review agreements periodically to ensure that the goals and objectives identified in the agreement are being met.
- q. Make recommendations to the Director's Office on agreements for termination, expiration, extension and/or modification as applicable.
- r. Update application information as needed to reflect Strategic Management Plan goals.
- s. Coordinate with SEP Team Leaders (Chairs and Co-Chairs) whenever a summary description of current agreements is required.

3. Partnership Team Leader (TL)

- a. Coordinate and schedule quarterly walkthroughs with Partnership representatives and the Partnership team members (copy the Partnership chair on the correspondence).
- b. Debrief after the quarterly walkthrough with the team members to see what hazards were identified and meet with management to review all findings prior to leaving the jobsite.
- c. Provide Partnership with a list of the hazards/issues that were identified and/or addressed during the walkthrough so that they can develop a corrective action plan.
- d. Serve as the liaison between Partnership representatives and the team member representatives from the other Bureaus (i.e., Consultation and ETTA) to schedule training activities and industrial hygiene (IH) sampling and/or other requested services.
- e. Delegate that responsibility of drafting the quarterly reports to the team members (rotate the responsibility to ensure everyone contributes to the Partnership).
- f. Ensure the quarterly report is posted to the F: Drive within 1 week of the quarterly walkthrough.
- g. Post monthly jobsite audits that are conducted by the Partnership on the F: Drive in the Partnership's Monthly Inspection Reports Folder.
 - o F: Drive/Bureaus/Alliances Partnerships MOU/Partnerships/20XX Partnerships/ "Partnership" Enterprise folder/Partnership Monthly Inspection Reports folder
- h. Review the monthly reports and follow-up on any action items.
- i. Post the quarterly walkthroughs that are conducted by NCDOL on the F: Drive in the Partnership Quarterly NCDOL Walkthrough Reports folder.

- F: Drive/Bureaus/Alliances Partnerships MOU/Partnerships/20XX Partnerships/“Partnership” Enterprise folder/Partnership Quarterly NC DOL Walkthrough Reports
- j. Follow up on any hazards that were identified during the quarterly NCDOL walkthrough to ensure the employer has abated them correctly.
- k. Keep Partnership Chair abreast of ongoing progress and activities at the site (i.e., of accidents/fatalities, complaint inspections, scheduled training, scheduled IH monitoring).
- l. Make recommendations to Partnership Chair for terminations or an extension of Partnership agreement as applicable.
- m. Attend or have a representative from the team attend the Construction SEP team meetings to give an update on the Partnership.
- n. If special tasks (i.e., crane set-up, blasting) are ongoing on the jobsite that the Partnership TL or team members feel may be beneficial for OSH Compliance staff to observe, notify the Partnership Chair to coordinate site observation of staff.
- o. Notify Partnership Chair if a team member does not show up for the quarterly walkthrough or is unwilling to perform assigned duties.
- As the jobsite gets near completion or an extension is being requested, notify the Partnership Chair so that they can provide guidance for scheduling the closing ceremony or procedures for requesting an extension.

4. Team Members

- a. Attend the quarterly walkthroughs or have an alternate attend.
- b. Take photos of hazards and provide the pictures to the Partnership TL for inclusion in the quarterly report.
- c. Identify safety and health hazards/issues during the quarterly walkthrough and provide them to the TL so that they can be shared with the person assigned to draft the quarterly report.
- d. Direct **all** questions to the Partnership TL (they are the primary contact for the Partnership); this helps ensure they know what is going on at all times and they are aware the employer’s questions are being addressed in a timely manner.
- e. Perform assigned duties that have been assigned by the Partnership TL and meet the established deadlines for completion of tasks.
- f. Notify your Supervisor of the quarterly walkthrough dates so that they are aware of your schedule.
- g. Notify your Supervisor if you are unable to fulfill your obligation to this committee/team.
- h. Attend the closing ceremony.

5. Partnership Chair

- a. Coordinate the Partnership presentations (when applications for new Partnerships are received).
- b. Send our reminder emails to the Partnership Committee of upcoming scheduled presentations.
- c. Coordinate with ETTA’s Bureau Chief to get the Partnership agreements drafted prior to the signing ceremony.
- d. Schedule, coordinate and host the Partnership signing ceremony.
- e. Make sure photos are taken during the ceremony.
- f. If an employer is selected for a Partnership and after the team members have been identified- meet with the team members to review their duties/responsibilities and answer any questions they may have.
- g. Check to ensure all monthly and quarterly walkthrough reports are posted to the F: Drive.

- h. Review the monthly and quarterly reports to ensure all identified hazards/issues have been addressed and there is some form of notation as to what action was taken in the reports.
- i. Periodically attend the quarterly walkthroughs of the jobsite (at least 1/year).
- j. Notify Supervisors if personnel have been reported as not attending the quarterly walkthroughs and/or not fulfilling their duties on the team.
- k. Notify the appropriate Bureau Chief of any problems at the Partnership site that is under their coverage (i.e., fatalities, accidents).
- l. When the project is near completion or if the partnership is requesting an extension, discuss with the Partnership TL the tasks that need to be completed for the closing ceremony or for an extension.
 - o If the project is reaching a completion, coordinate with the ETTA Bureau Chief to obtain the Partnership Certificate for the closing ceremony (make sure photos are taken during the ceremony).
 - o If an extension is being requested, the Partnership Chair will advise the Partnership Committee to discuss whether an extension will be considered.
 - If an extension is to be considered, the Partnership Chair will advise the Partnership TL of the procedures to be followed (i.e., new application, partnership meeting). If an extension is granted, a closing ceremony will not be scheduled, instead an addendum to the partnership agreement will be added.
 - If an extension is not going to be considered, the Partnership Chair will inform the Partnership TL and a letter will go out to the Partnership denying an extension.

Note: An extension may not be granted for several reasons such as Agency resources, partnership rates, or other factors.

6. SEP Team Leaders:

- a. SEP TLs
 - o The Construction SEP TL will work with the Partnership Chair in establishing Partnerships within the construction community and with the Alliance Chair in establishing Alliances within the construction community.
 - o Non-construction SEP TLs will work with the Alliance Chair in establishing viable Alliances within their focused SEP areas.
- b. Schedule quarterly meetings, set an agenda, and maintain minutes. Minutes are to be sent to ETTA (Field Information System Coordinator) for posting to the One Stop Shop.
- c. Add “Partnerships Update” to the agenda so the Partnership TLs can report on their respective Partnerships.
- d. Work with the Alliance Chair to designate a point of contact (POC) for each Alliance related to their SEP.
 - o Add “Alliances Update” to the agenda when applicable to have the POC report on the Alliance.
 - o Request Alliance Chair to attend meetings to provide updates in new Alliances that affect their SEP.
- e. Cultivate relationships with employers, employee groups, individuals, industry associations, public sector entities and not-for-profit groups to foster an improved safety and health culture.
- f. Monitor specific agreement and required activity related to the Partnership or Alliance.
- g. Provide an update on the status of the Alliance or Partnership agreement(s) to the State Plan Coordinator, as requested

7. SEP Committees:

- a. Ensure that a point of contact is appointed for each specific Partnership and/or Alliance if it relates to their SEP. (The TL POC for Partnerships will schedule quarterly walk-throughs and

will post supporting documentation on the appropriate folder on the F drive. They will also send documentation to the Partnership SEP leader for review.)

- b. Monitor specific agreement and required activity related to the Partnership or Alliance.
- c. Attend scheduled meetings related to the Partnership or Alliance.
- d. Make recommendations for termination, expiration, extension and/or modification to agreements.
- e. Recommend new Alliances and Partnerships that most benefit the missions and goals of NCDOL and support the strategic management plan.
- f. Coordinate the preparation of an annual summary description of the status of current agreement to the state plan coordinator.

8. Compliance, ETTA and Consultative Services Bureaus:

- a. Support cooperative agreements in their annual work plans and Strategic Management Plans.
- b. Provide support for each cooperative agreement as stated by the specific agreement that may include but is not limited to:
 - o Technical assistance
 - o Safety and health training
 - o Verification inspections
 - o Partnership or Alliance evaluations
 - o Meeting attendance
 - o Industrial hygiene sampling
- c. Compliance:
 - o For programmed and unprogrammed inspections refer to Field Operations Manual Chapter III – Inspection Procedures for guidance on conducting inspections at partnership sites. The procedure for Partnerships is in Section D. 3. h. iii. – Conduct of Inspections - Opening Conference – Exemptions from Compliance Inspections – Partnerships.
- d. Consultative Services: If IH monitoring is needed, notify the Partnership TL of details of scheduled monitoring and provide the results of the monitoring to the Partnership TL so it can be included in the next quarterly report. If exposure monitoring results in exposure levels above the permissible exposure limit (PEL), they will notify the Partnerships TL.
- e. ETTA: Notify the Partnership TL of any scheduled training activities that will be provided at the jobsite.

9. Agriculture Safety and Health Bureau:

- a. Provide support for cooperative agreements in their annual work plans and Strategic Management Plans.
- b. Provide assistance related to cooperative agreements as requested.

10. Planning, Statistics, and Information Management Bureau:

- a. Provide support for cooperative agreements in their annual work plans and Strategic Management Plans.
- b. Provide assistance related to cooperative agreements as requested.
- c. Maintain deferment designation on the OSH establishment database for each Partnership's primary contractor and associated subcontractors for each specific project site until the Partnership completion or termination. Deferment of programmed planned inspections is

provided to the companies associated with each applicable Partnership site during the Partnership agreement time frame.

11. OSH Director's Office:

- a. Support formalized Partnerships and Alliances with the resources of the division.
- b. Promote cooperative agreements during speeches and other outreach activities.
- c. Sign all Partnership and Alliance agreements for the division.

E. Agreement Application Process.

1. The application process is posted on the internet. The process and forms will be updated as needed by the Alliances and/or Partnerships TL as it relates to an Alliance or Partnership.
2. Companies and/or organizations that are interested in attaining an Alliance or Partnership with NCDOL must submit an application online or by fax to the Alliance TL for Alliances and the Partnership TL for Partnerships.
3. The application will be reviewed by the applicable Alliances or Partnership Chair to see if it meets the Partnership/Alliance agreement criteria.
4. If the application meets the criteria, it is submitted to the affected SEP Committee for their review and recommendation. If the application does not meet the criteria, a letter of denial will be sent to the applicant explaining that they did not meet the criteria established for the Alliance or Partnership by the respective Alliances or Partnership Chair.

F. Agreement Development Process.

1. A proposal with recommendations for CAPOSH program participation shall be presented by the Bureau Chief of the respective Alliance or Partnership SEP committee TL to the OSH director.
2. If the director approves of the Partnership or Alliance, a written agreement shall be drafted by the respective Alliances or Partnerships TL in cooperation with the proposed partner(s) or Alliance. All CAPOSH agreements shall be in writing.
3. The respective Alliances or Partnerships TL shall coordinate preparation of the draft document with affected Bureau Chiefs and SEP committee TLs.
4. If approved, a signing ceremony or alternate activity will be conducted to formalize the agreement. The ceremony or activity will be coordinated by the respective Alliances or Partnerships TL. ETTA will maintain all original signed copies of the Alliance and Partnership agreements.
5. The respective Alliance or Partnership SEP committee TL or OSH employee assigned to monitor the respective CAPOSH agreement shall prepare a summary of progress and activities upon request or as dictated by the agreement.
6. At completion of successful agreements for Partnerships and Alliances, the affected Partnership or Alliance will receive a certificate of completion. ETTA will provide the certificate to the Partnerships or Alliance Chair upon request.

G. Format and Content of Partnership Agreements.

Information included in CSP 03-02-003 may be used for guidance in the development of Partnerships.

A standard Partnership template (Reference Appendix A) will be used for all Partnerships. At a minimum, each Partnership agreement shall include a section on each of the following:

1. Purpose and Scope;
2. Objectives and Measures;
3. Participation Criteria;
4. Statement of Agreement (each party's specific responsibilities);
5. Evaluation Criteria;
6. Inspections;
7. Termination and Suspensions;
8. Project Safety and Analysis.

All cooperative agreements shall have a signature page for the active participants. The cooperative agreements shall be posted on the internet during the agreement period.

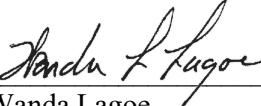
H. Format and Content of Alliance Agreements.

Information included in CSP 04-01-002 may be used for guidance in the development of Alliances. A standard Alliance template (Reference Appendix B) will be used for all Alliances. At a minimum, each Alliance agreement shall include a section on each of the following:

1. Purpose and Scope.
2. Objectives and Measures.
3. Statement of Agreement (each party's specific responsibilities).
4. Evaluation Criteria.
5. Termination.

All cooperative agreements shall have a signature page for the active participants. The cooperative agreements shall be posted on the internet during the agreement period.

I. Expiration. APN 18P is canceled. This APN is effective on the date of signature. It will remain in effect until revised or canceled by the director.



Wanda Lagoe
ETTA Bureau Chief



Kevin Beauregard
Director

1/28/2022

Date of Signature

Appendix A

PARTNERSHIP AGREEMENT

FOR WORKER SAFETY AND HEALTH

PARTNERSHIP BETWEEN

THE NORTH CAROLINA DEPARTMENT OF LABOR

OCCUPATIONAL SAFETY AND HEALTH DIVISION

AND

(PARTNERSHIP)

I. PURPOSE AND SCOPE

This agreement provides the procedures to establish a partnership between the Occupational Safety and Health Division (OSH) of the North Carolina Department of Labor (NCDOL), (Partnership), and its subcontractors working on (Construction Site). The goal of this partnership is to improve the safety and health of the employees working at this particular construction site.

The partnership covers the (Construction Site) for the duration of the time that (Partnership) has control of the site. All applicable elements of this partnership will be adopted by (Partnership)'s subcontractors on-site. The partnership will provide incentives to participating contractors to voluntarily improve their safety and health performance such as deferment from programmed inspections, technical assistance, partnership team quarterly walk-throughs, and safety and health training assistance.

This partnership is consistent with OSH's long range efforts to develop partnerships within the construction industry. It allows for better use of OSH resources and for innovation in safety management, and it encourages active participation in the safety process on the part of the construction/trade association communities.

The parties to this partnership recognize that it does not include exemption from OSH complaint, accident, or referral inspections, and that participating contractors can expect OSH to quickly respond to requests from any partnership contractor for clarification of OSHA standards.

OSH recognizes the value of this partnership in encouraging (Partnership) and its on-site contractors to work together to reduce injuries and illnesses.

II. OBJECTIVES, GOALS, AND MEASUREMENTS

This agreement emphasizes a desire to work cooperatively toward reducing injuries and illnesses. By working together, the parties will achieve a better understanding of the hazards causing the injuries and illnesses and measures to control or eliminate them.

The goals for this partnership include reducing injuries and illnesses among workers engaged in construction and construction-related activities through the implementation of this partnership:

- By improving the overall effectiveness of existing contractor safety and health programs.
- By providing training and outreach to employers and employees located on the (Construction Site) and promote awareness of worker safety.
- By identifying and correcting primary causal factors leading to employee injuries and illnesses, in particular those that are present in the construction industry, e.g., falls, struck by, electrocution/electrical shock, trenching and silica.
- By ensuring the maximum leverage of OSH's and (Partnership)'s inspection resources by promoting effective contractor involvement, prompt corrective action and a greater sense of responsibility for safety and health management on the part of the subcontractors working under the control of (Partnership) on this project.

The measurement that is set for the partnership over the course of the partnership include:

- Partnership must maintain a days away, restricted or transferred (DART) rate 20% below the national DART rate for the industry and their subcontractors must stay 10% below the national DART rate for the industry, and
- Experience no fatalities or catastrophes.

If one or more of the above measurements are not being met, the Partnership TL will inform the OSH Director and the Partnership TL and an action plan will be devised.

III. PARTICIPATION CRITERIA

The implementation of an effective safety and health program is essential in establishing a safe and healthy working environment. Designated and trained contractor personnel will be given the responsibility and authority to implement the program. An effective program includes management leadership and employee participation; the identification of hazards through worksite inspections; hazard prevention and control; and employee, supervisory and management training.

An assessment of (Partnership)'s site Safety and Accident Prevention Program will be performed by OSH. This assessment shall consider the comprehensiveness of the program, the degree to which it has been implemented, the presence of competent persons as required by relevant standards, and the means by which the program is enforced.

A successful program is one that demonstrates a reduction in hazardous conditions on the worksite and low injury and illness rates for the workers on the site. The partnership will provide the following rates to OSH initially and then on a monthly basis using the spreadsheet provided by OSH:

- Days away, restricted or transferred rate
- Total recordable rate (TRR)
- Lost Time Injury & Illness Rate (LTIR)

(Partnership) and its subcontractors on-site will adhere to the terms of this agreement. Therefore, notwithstanding routine OSH inspections, hazards identified through this partnership must be corrected promptly.

IV. STATEMENT OF AGREEMENT

OSH, (Partnership), and its subcontractors agree to work in partnership to improve employee safety and health at the (Construction Site). Accordingly, they make the following commitments:

OSH agrees to:

- a. Help identify programmatic needs at this site by reviewing the Site Safety and Incident Prevention Program and by providing practical help in implementing the program. This assistance will be performed jointly by the (Partnership) Safety Director and a Compliance Safety and Health Officer (CSHO) acting in a technical assistance capacity.
- b. Assist in the identification of countermeasures for correcting any hazards identified on the site.
- c. Provide clarification as to the meaning and application of OSHA and state-specific standards and policies, including Special Emphasis Programs.
- d. OSH personnel will provide training assistance and/or attend meetings as requested by the (Partnership) or its subcontractors as time and resources allow and as applicable to the partnership. All training requests will be processed in accordance with NCDOL/Education, Training and Technical Assistance (ETTA) procedures.

(Partnership) and its subcontractors agree to:

- Implement the Site Safety and Accident Prevention Program on the project.
- Have managers, at all levels, provide visible leadership in implementing the Site Safety and Incident Prevention Program by:
 - Establishing clear lines of communication with supervisors and employees;
 - Setting an example of safe and healthful behavior;
 - Creating an environment that allows employees' access to project managers, and project managers' access to the constructor's corporate management for the purpose of ensuring that employees are provided high quality safety and health training.
- Supply accurate injury and illness data for program monitoring purposes.
- Provide opportunities to OSH for training its employees on construction operations at the (Construction Site) when it does not interfere with (Partnership)'s management requirements.

This partnership will ensure that planning for safety and health is a part of the overall management planning process. This will include pre-job planning and preparation for different phases of construction as the work progresses. Additionally, (Partnership)'s subcontractors will prepare written pre-job and pre-phase safety and health planning documents, with the level of detail that is appropriate for the size and type of the project and the types of hazards and challenges presented in various work environments, and will train affected employees on the identified hazards and controls as specified in the Site Safety and Incident Prevention Program.

Photos, Videos and Logos

Photographs or videos, including those captured by camera, phone or drone, which are taken by representatives of either (Company Name) or OSH at their sponsored events, may be used in publications by either party. Such publications include Podcasts, PowerPoint presentations, and all social media outlets.

The OSH Division of the N.C. Department of Labor approves the use of the NCDOL logo by (Company Name), in recognition of the partnership between the two parties. The NCDOL logo shall not be used by (Company Name) and/or any other business entity associated with this partnership jobsite for any other commercial purpose, specifically one in which (Partnership) and/or other associated business entity will receive any compensation or remuneration.

V. PROJECT SAFETY AND ANALYSIS

Safety and Health Programs

Management of safety and health depends on a thorough understanding of the potentially hazardous situations to which project workers may be exposed and the ability to recognize and correct hazards as they arise. (Company Name) and its subcontractors will demonstrate the use or existence of the following:

- Comprehensive safety and health surveys, including a baseline survey of safety and health hazards.
- Analysis of all new and acquired processes, materials, chemicals, and equipment before construction activity begins to determine potential hazards, and to plan for their prevention or control.
- Routine examination and analysis of hazards associated with individual jobs, processes, or phases to identify opportunities for tool-box training and hazard prevention.
- Routine self-inspections and tracking of hazard abatement, supported by written reports.
- A system for employees to notify management, without fear of retaliation, about hazardous conditions.
- A system for investigating accidents and near-misses, including written procedures or guidance, written reports of findings, and the tracking of hazard correction to completion.
- A system to analyze trends through a review of site injury and illness data, and the hazards identified through inspections, so that patterns of hazards can be identified and eliminated.

Hazard Prevention and Control

(Partnership) and its subcontractors agree to eliminate or control identified hazards by any or a combination of the following methods:

- Engineering controls
- Administrative controls such as job rotation, demarcation of hazardous work areas and limitations on employee entry to these areas; and when other controls are not feasible, the use of personal protective equipment.
- Clear safety and health rules, including work procedures for targeted operations.

- Set up monitoring and properly maintaining on-site equipment such as cranes to prevent, or detect the presence of, hazardous conditions. The contractors shall document their ongoing maintenance activities for all such equipment.

Additionally, contractors on site agree to provide access to staff with the training and equipment necessary to treat injuries and illnesses on-site. An Emergency Action Plan will be written and communicated to appropriate employees. The procedures will list emergency telephone numbers, emergency routes, emergency exits, and requirements for emergency personal protective equipment, and training and evacuation drills.

Indoctrination and Training

(Partnership) and its subcontractors agree to be responsible for informing and training their employees on the various elements of this partnership.

VI. INSPECTIONS

(Partnership) agrees to exercise control over any recognized site safety or health hazard to eliminate the potential for injury or illness in accordance with this partnership agreement. Furthermore, (Partnership) will conduct comprehensive inspections of the entire project which shall involve (Partnership) and subcontractor employees, as often as necessary, but not less than as specified in the Safety and Accident Prevention Program for the site.

(Partnership) may delegate the task of inspecting part or the entire site to a smaller complement of subcontractor representatives, provided that representatives of labor and management participate in each inspection, and provided further that the findings and recommendations of each inspection are reviewed at monthly safety and health meetings of contractor and sub-contractor employees.

If any employer, under the jurisdiction of (Partnership), does not meet the aforementioned criteria, the inspection of their work and safety performance shall proceed in accordance with traditional OSH guidelines for comprehensive inspections.

Complaint/Referral Investigations

Under this partnership, (Partnership) agrees to respond immediately to every report of a safety or health hazard brought to its attention. Upon a finding that the report is valid, (Partnership) agrees to prompt abatement of the hazard.

OSH agrees that a copy of each non-formal complaint/referral related to the work at a member's site and filed with OSH will be forwarded by fax, or by CSHO, to the site office. (Partnership) agrees to investigate these complaints, regardless of the employer involved, and to provide OSH with a written response in accordance with OSH Field Operations Manual, Chapter 9, within 7 working days. Failure by (Partnership) to meet this time frame will place the complaint / referral outside the scope of this partnership and require OSH to respond as it would to any complaint of a similar nature.

All formal complaints will be handled by OSH as it relates to any complaint of a similar nature. In accordance with applicable law, the name of a complainant requesting confidentiality will not be revealed.

Accident Investigations

(Partnership) and its subcontractors recognize that OSH will fully investigate any accidents on the worksite involving death or hospitalization. These investigations will be conducted outside of this partnership agreement and in accordance with normal enforcement practices. Violations may result in the issuance of citations and penalties.

On-site OSH Verification

To assist in measuring the success of this partnership, a non-enforcement OSH verification inspection will be conducted within 3 months of the signing of this agreement and quarterly thereafter. After the initial OSH verification inspection, quarterly inspections will focus on the hazards previously identified in the initial inspection and any new hazards. No penalties or citations will be assessed for non-regulatory, other-than-serious violations, provided that they are abated within a reasonable time-frame. Serious violations must be abated immediately upon discovery or referral will be made for an enforcement inspection which may result in citations and penalties.

If one or more of the measurements identified in Section II are not being met, OSH reserves the right to increase inspection frequency for an unspecified period.

Routine Inspections

(Partnership) and their subcontractors who are participating in this partnership will not be subjected to OSH Programmed or Special Emphasis Program inspections while the partnership is active.

VII. EVALUATION

As partners, OSH, (Partnership) and their subcontractors will meet *at least* quarterly to assess the partnership progress and to maintain a dialogue between all parties. The meetings will include opportunities to refine the partnership criteria, as needed.

A joint evaluation of the partnership will be prepared by OSH, (Partnership) and its subcontractors. Every year on the anniversary of the project, the injury and illness rates of the all participants will be compared with the baseline DART rate and the national average DART rate for the construction industry.

VIII. EXTENSIONS

An employer may request an extension to the original partnership agreement whenever the project is expanded beyond the original scope of the project and extends the length of the original agreement. This request should be submitted in writing to the Partnership TL at least 3 months prior to the end of the original project or 3 months prior to the start of the expanded project. For extension, an addendum to the original partnership agreement will be added with a new signature page.

IX. TERMINATION

An employer's participation in the Partnership Program will be terminated by the OSH Division if one or more of the following occurs if the participating employer:

- Suffers a fatality related to previously identified hazards that were not promptly corrected.
- Does not maintain or continue to meet measurements specified in the agreement.

- Falsified information on the application or supporting documentation.
- Takes any other such actions that may be determined to be grounds for termination by the Partnership Committee (i.e., employer not implementing the necessary controls to reduce employee exposure to known hazards).

Prior to the final termination of an employer's status, the following will occur:

- The employer will be notified in writing of the intent to terminate.
- The written notice will include an explanation of the reasons for termination.
- The employer will have an opportunity to reply to the written notice within thirty days; and will have the right to make an appearance before the Partnership Committee.
- The Partnership Committee has the authority to reinstate the employer if it determines the employer's experience was unusual and not necessarily inconsistent with a sound safety and health program.
- Any employer may terminate its participation in the program at any time by providing thirty days written notification of intent to the Partnership Committee.

Either party will provide a notice of intent to withdraw 30 days prior to any proposed termination. Barring any premature termination, this partnership agreement will terminate one month after the completion of the project at which time final injury and illness rates will be compiled.

Signed this _____ day of _____, 20____

Josh Dobson, Commissioner
North Carolina Department of Labor

Kevin D. Beauregard, Director
Occupational Safety and Health Division
North Carolina Department of Labor

Scott Mabry, Asst. Director
Occupational Safety and Health Division
North Carolina Department of Labor

Compliance Bureau Chief
Occupational Safety and Health Division
North Carolina Department of Labor

Appendix B

ALLIANCE AGREEMENT

BETWEEN

THE OCCUPATIONAL SAFETY AND HEALTH DIVISION

of the NORTH CAROLINA DEPARTMENT OF LABOR

AND

(ALLIANCE)

Purpose and Scope

The Occupational Safety and Health Division (OSH) of the North Carolina Department of Labor and the (Alliance) recognize the value of establishing a collaborative relationship to foster safer and more healthful American workplaces. OSH and (Alliance) hereby form an Alliance to use their collective expertise to help foster a culture of prevention while sharing best practices and technical knowledge.

OSH and (Alliance) agree to establish an Alliance to promote safe and healthful working conditions by:

- Providing (Alliance) employees/members with information and guidance that will help them protect employees' health and safety, particularly in reducing and preventing exposure to recognized occupational hazards.
- Providing OSH employees with information and training on the industry's best practices.
- Increasing access to safety and health information and training resources.

Objectives and Measures

OSH and (Alliance) will work together to achieve the following training and educational goals:

- Develop training and educational programs on occupational hazard issues targeted toward their industry.
- Encourage the delivery of training and educational programs to prevent injuries and illnesses.

OSH and (Alliance) will work together to achieve the following outreach and communication goals:

- Develop and/or disseminate information at conferences, events, or through print and electronic media, including links from OSH and (Alliance) Internet sites.
- Speak, exhibit, or appear at conferences, local meetings, and/or other applicable events.

- Promote and encourage (Alliance) employees/members' participation in OSH recognition programs managed by the Bureau of Consultative Services including the Safety Awards Program and the Carolina Star Programs.

Statement of Agreement

OSH and (Alliance) will work together to achieve the following goals related to promoting the statewide dialogue on workplace safety and health:

- OSH and (Alliance) will demonstrate their own commitment to workplace safety and health whenever their leaders address groups.
- Promote safe and healthful work practices and their implementation through print or electronic media, at conferences, or by other means of outreach.
- Convene or participate in forums, round table discussions, or stakeholder meetings on industry problems to help forge innovative solutions to those issues in the workplace or to provide input on safety and health issues.
- Photographs or videos, including those captured by camera, phone or drone, which are taken by representatives of either (Alliance) or OSH at their sponsored events, may be used in publications by either party. Such publications include Podcasts, PowerPoint presentations, and all social media outlets.

Evaluation

Representatives of both organizations will meet annually to track and share information on activities and results in achieving the goals of this Alliance.

Termination

This agreement will remain in effect for two years from the date of the signing. Any signatory may terminate the agreement for any reason at any time. Accordingly, NCDOL may terminate this agreement if it becomes inactive for more than a period of six months or ineffective in its purpose. If the agreement is terminated prior to the two-year commitment, the signatory that terminates the agreement must provide a 30-day written notice to the other signatory.

Signed [insert date] by all parties.