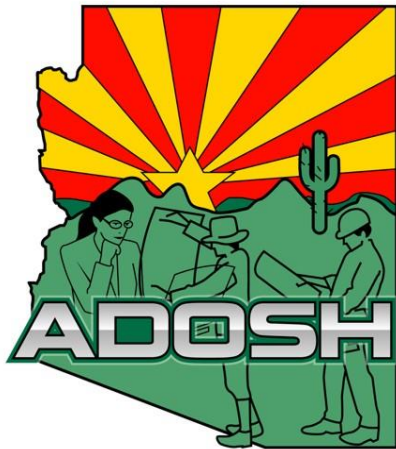


# THE ARIZONA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

## Public Entities Partnership Program

### Cochise County



Protection of life, health, safety and  
welfare of Arizona's most valuable assets.



**Mission:** "Protection of life, health, safety and welfare of Arizona's most valuable assets."

**Vision:** "ADOSH's vision is to be a leader in occupational safety and health by making Arizona's workplaces as safe and healthy as possible."

## TABLE OF CONTENTS

### Contents

I.	INTRODUCTION.....	1
II.	IDENTIFICATION OF PARTNERS.....	1
III.	PURPOSE/SCOPE.....	1
IV.	GOALS/STRATEGIES.....	2
V.	SAFETY AND HEALTH MANAGEMENT SYSTEM.....	3
VI.	WORKER INVOLVEMENT.....	3
VII.	PERFORMANCE MEASURES.....	4
VIII.	ANNUAL EVALUATION.....	4
IX.	ADOSH VERIFICATION.....	4
X.	INCENTIVES.....	4
XI.	MANAGEMENT AND OPERATION.....	5
XII.	WORKER AND EMPLOYER RIGHTS.....	5
XIII.	TERMINATION OF AGREEMENT.....	5
XIV.	SIGNATURES.....	6

## I. INTRODUCTION

The purpose of this Public Entity Partnership Agreement between **Cochise County** and the Arizona Division of Occupational Safety and Health (ADOSH) is to further ADOSH's vision and mission statements, by implementing safety and health measures and to educate workers to ensure their safety and health, our most valuable asset. This purpose is essential to the success of this Agreement.

*Note: 1908.7(a)(3) – The identity of employers requesting onsite consultation, as well as the file of the consultant's visit, shall not be provided to ADOSH for use in any compliance activity, except as provided for in 1908.6(f)(1) (failure to eliminate imminent danger,), 1908.6(f)(4) (failure to eliminate serious hazards,) paragraph (b)(1) of this section (inspection deferral) and paragraph (b)(4) of this section (recognition and exemption program).*

## II. IDENTIFICATION OF PARTNERS

ADOSH Assistant Director has been working closely with the public sector in developing training for high hazard operations and conducting visits to identify hazards where employees may be at risk. As a state plan, ADOSH oversees public entities where Federal OSHA does not; therefore, partnerships may be afforded to public entities like any other private employer within Arizona in an effort to reduce injury and illnesses in the workplace.

In addition to compliance inspections conducted in the past, a review of training data by the Assistant Director/Consultation Program Manager revealed that public entity employees comprised of over 45% of all class attendees when compared to other industry attendees. Therefore, the Public Entity Partnership Program or P.E.P.P., was decided upon with a group of local inter-agency stakeholders during a quarterly meeting where ADOSH is an invited guest of the members.

This Agreement was developed jointly between ADOSH and **Cochise County**. The common objective and goal of this Agreement is to provide a safe and healthful work environment for employees through site visits and training by ADOSH. Working together in order to identify ways to strengthen safety and health programs and processes within the organization, thus providing for an increased awareness to common safety and health hazards in the workplace.

By focusing efforts and utilizing resources from both ADOSH and **Cochise County** it is believed that through this Agreement there will be a significant decrease of unsafe behaviors, hazards and serious injuries throughout the Department. It will also assist **Cochise County** in achieving lower injury and illness rates for their industry.

This Agreement is voluntary and affords an alternative to traditional ADOSH enforcement activities. This program is consistent with ADOSH's long-range efforts to develop a business/labor/government partnership approach to occupational safety and health and allows for better use of ADOSH's resources and encourages participation in the safety process by employers and employees.

## III. PURPOSE/SCOPE

This three year Agreement covers the following high hazard areas within the County:

Public Works Department

- Highway Department
- Solid Waste Department
- Heavy Fleet Department
- Fleet Mgt. Department

ADOSH conducted a meeting with the **Cochise County** representatives. During the meeting, strategies were developed on how ADOSH would be able to help the County employees and leadership team recognize common hazards in their respective Departments. These strategies are set forth in section four (IV) of this Agreement. By utilizing OSHA's Injury and Illness Prevention Program (I2P2) and OSHA's 1989 Safety and Health Program Management Guidelines (FRN 54:3904-3916), universal interventions can substantially reduce the number and severity of workplace injuries and reduce the associated financial burdens of Arizona workplaces.

The most successful injury and illness prevention programs are based on a common set of key elements. These include:

- Management leadership
- Worker protection
- Employee involvement
- Hazard identification

- Hazard prevention and control
- Education and training, and
- Program evaluation and improvement.

ADOSH expects **Cochise County** to implement these key elements to workflow process as required.

To gauge the effectiveness of the partnership, ADOSH’s safety and health consultants will use the OSHA Form 33 during the scheduled onsite visit. The Form 33 is an excellent gap analysis tool that determines how well the safety and health management system (SHMS) is working based on the scores assessed by the safety and health consultants.

As a starting point, ADOSH representatives will request **Cochise County** OSHA 300 Log(s) for the last three years. Although a lagging indicator, the three year history represents a starting point to measure the reduction in injury and illnesses after the three year Agreement is fulfilled.

**Note:** According to the United States Bureau of Labor Statistics most current posting, **2019**, the Total Case Rate (TCR) and Days Away Restricted Time (DART) rate for your industry **Primary NAICS Code 92** is **6.2** and **3.1**. and **6.6** and **3.6** respectively, for Arizona (2019; <https://www.bls.gov/iif/oshstate.htm#AZ>).

#### Cochise County Statistics

Year	Total Case Incidence Rate (TCR)	Days Away Restricted Time (DART)
2017	7.08	3.15
2018	5.47	1.82
2019	4.93	1.97
<b>AVERAGE</b>	<b>5.85</b>	<b>2.29</b>

#### IV. GOALS/STRATEGIES

**Cochise County** oversees many operations that deal with some aspects of the 29 C.F.R. 1910 General Industry Standards and the 29 C.F.R. 1926 Construction Standards. This Agreement will focus on the high hazard areas within the Departments listed in section III. **Cochise County** may identify and request additional areas be included in the consultation visits based on their high hazard processes if needed.

This Partnership will focus on the following goals, strategy, and measures as outlined in the table:

GOAL	STRATEGY	MEASURES / OUTCOMES
1. Implement a workplace Best Practices Needs Assessment program.	Develop workplace assessment for Cochise County/Public Works.  Complete regular assessments (weekly/monthly/quarterly) and mitigate identified hazards.  Request ADOSH training on Hazard Identification and Assessment for peer leader group.	<ul style="list-style-type: none"> <li>▪ Number of best practices implemented.</li> <li>▪ Number of hazards mitigated.</li> </ul>
2. Increase worker involvement with hazard identification and training	Continue safety incentive program.  Promote injury and near miss reporting guidelines and tracking.	<ul style="list-style-type: none"> <li>▪ Decrease TCR by 10%.</li> <li>▪ Decrease DART by 10%.</li> <li>▪ Number of training courses / people trained in process.</li> </ul>

GOAL	STRATEGY	MEASURES / OUTCOMES
3. Enhance communication between management, employees and ADOSH	Monthly formal management meetings regarding progress. Leverage existing weekly safety meetings to bolster employee participation.	<ul style="list-style-type: none"> <li>▪ Poll participants for effectiveness of communication, at least yearly, and adjust strategy as necessary.</li> </ul>
4. Create a Peer-Led Safety Committee.	Quarterly committee engagement meetings. Peer run safety trainings. Peer leader safety audits at all worksites. One leadership identified committee member per work crew.	<ul style="list-style-type: none"> <li>▪ Number of peer identified training gaps identified and corrected.</li> </ul>

## V. SAFETY AND HEALTH MANAGEMENT SYSTEM

Through ADOSH exemplary programs like the Voluntary Protection Program (VPP) and the Safety and Health Achievement Recognition Program (SHARP), data has shown that employee involvement is an essential component of any effective SHMS. *Cochise County* shall commit to employee involvement in its SHMS. The basic structure of the partners' SHMS should be patterned after OSHA Safety and Health Program Management Guidelines, FRN 54:3904-3916, January 26, 1989; and/or OSHA's Injury Illness Prevention Program (I2P2).

## VI. WORKER INVOLVEMENT

During any consultant's visits, the degree and quality of employee involvement will be assessed. Employee involvement should also be considered during the periodic workplace self-evaluations that are integral to an effective SHMS. To ensure the quality of involvement by employees, appropriate safety and health training may be necessary prior to involving workers in the process so that they may properly identify hazards in the workplace. Worker involvement may include, but is not limited to:

- 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 with identifying root causes of accidents, incidents, or breakdowns.
- Implementing controls to eliminate or reduce hazard exposure.
- Assisting in job hazard analysis.
- Making presentations at safety and health meetings.
- Participating on safety and health committees, joint labor-management committees, and other advisory or specific-purpose committees, if otherwise lawful and appropriate.
- Delivering safety and health training to current and newly-hired workers.
- Participating in safety and health program reviews.

## **VII. PERFORMANCE MEASURES**

Performance measures are outlined in the section IV of this Agreement. If ADOSH Assistant Director and Consultation and Education Training Supervisor determines the goals have been met, the two partners may choose, but not obligated to, implement additional goals. Any additional goals shall be specified in writing and signed as an appendix to the original signed Agreement.

## **VIII. ANNUAL EVALUATION**

An annual partnership activities and evaluation report will be used by ADOSH Compliance Assistance Supervisor and/or the Consultation and Education Training Supervisor and the *Cochise County* Representative. After signing the Agreement, the company and ADOSH representatives shall agree upon a time and date when the annual evaluations will take place.

The initial evaluation shall not be more than a 30 days after the initial signing date.

ADOSH developed annual partnership activities report will be used to gauge the effectiveness of the program. The evaluation will consist of:

- Program development
- Lost work injury/illness rates comparison to industry average
- Training
- Employee and management involvement
- Best practices that go above and beyond the OSHA standards

## **IX. ADOSH VERIFICATION**

ADOSH Compliance Assistance Specialist and/or Consultants shall verify that *Cochise County* is upholding their responsibilities under the Agreement through quarterly consultation visits, scheduled and attended training, and any SHMS's implemented since the signing of the Agreement.

## **X. INCENTIVES**

### **ADOSH Non-enforcement Incentives:**

In accordance with this partnership Agreement, ADOSH agrees to provide the following:

- 1) Outreach, technical assistance, and training.
- 2) Seminar, workshops, and other speaking events.
- 3) Availability of informational materials such as safety and health brochures, pamphlets, and electronic tools.
- 4) Assist the employer in developing and implementing a robust safety and health management system through quarterly visits where an OSHA Form 33 will be utilized.
- 5) Provide webinar based training to employees in an effort to increase hazard awareness.
  - a. Topics include:
    - i. OSHA Form 33
    - ii. OSHA Focused Four
    - iii. Safety Through Leadership Roles
    - iv. Contractor Safety and Program Development
- 6) Provide *Cochise County* with best practices examples that have been implemented at current Safety and Health Achievement Recognition Program participants and Voluntary Protection Program participant's sites where injury/illnesses have been reduced.

### **ADOSH Enforcement Incentives:**

- 1) As per the Field Operations Manual (FOM) adopted by ADOSH and dated 4/1/2016, Chapter 2, section IV "Programmed Inspections, sub-section H 1,2, and 7(a), (b), and (c) will be observed.

- 2) ADOSH Incentives and Programmed Inspections: Within the context of this Agreement, the term “*programmed inspection*” refers to traditional enforcement inspections as described in the FOM and in the SST Directive, i.e., inspection of workplaces that are selected according to national and local state scheduling plans for safety and for health or special emphasis programs. **Cochise County** is not exempt from routine programmed inspections by its participation in this Agreement. Only active VPP and SHARP sites are eligible for this incentive.
  - a. OSHA’s “focused inspection” policy, 1994 memo from then-Deputy Assistant Secretary James Stanley. Subject title: “Guidance to Compliance Officers for Focused Inspections in the Construction Industry” where focused inspections shall concentrate on the project safety and health program/plan and the four leading hazards that account for the most fatalities and serious injuries in the construction industry: falls; electrical hazards; caught in/between hazards (such as trenching); and struck-by hazards (such as materials handling equipment and construction vehicles. This memo will be used to guide enforcement activity on the member’s jobsite.
- 3) In the case of an “*unprogrammed inspection*”, the employer will be subject to normal ADOSH Compliance inspection procedures without regard to this Agreement. In the event of a complaint, the terms in that the complaint will be reviewed to determine the level of severity and potential risk to employees by the ADOSH Director, Compliance Section Supervisor, and Assistant Director. If deemed non-serious in nature, in other words not posing any immediate serious threat to employee safety and health the complaint may be conducted via Phone and Fax ADOSH compliance procedures in accordance with the Field Operation Manual.
- 4) Support the company in its efforts to increase safety and health awareness amongst their industry setting. Knowledge sharing on current violations and statistics, relevant interpretations, proposed standards and similar information.

## **XI. MANAGEMENT AND OPERATION**

Management within **Cochise County** will ensure the following is accomplished:

- Ensure ADOSH and the county accomplish the goals and activities set forth in section four (IV) to the partnership’s success as well as fulfill the agreed-upon responsibilities.
- Provide various avenues for management to meet with employees and discuss the SHMS within the various departments.
- Ensure resources are available to correct hazards and implement best practices.
- Hold all employees accountable for violating safety or health policies, including management themselves.
- Ensure **Cochise County** supervisors and employees conduct routine safety and health inspections.
- Review first aid/near-miss accident reports to ensure closure and mass communication with all **Cochise County’s** workforce.
- Prepare and schedule time to meet with ADOSH Consultants when onsite for the opening, walk around inspection, and closing conference.
- Prepare and schedule time to meet with the ADOSH Assistant Director and/or Consultation and Education Training Supervisor during annual review of the partnership.

## **XII. WORKER AND EMPLOYER RIGHTS**

As an integral part of an effective safety and health program, employees’ rights which are guaranteed under the OSH Act and regulations (such as, but not limited to, the right to file a safety and health complaint, and the right to information collected pursuant to ADOSH / OSHA requirements (e.g. the OSHA-300 log and medical exposure records) will not be infringed. **Cochise County** shall ensure routine employee involvement in the day-to-day implementation of worksite safety and health programs, including employee participation in employer self-audits, site inspections, job hazard analyses, safety and health program reviews, and mishap investigations.

In the event of an ADOSH compliance inspection, **Cochise County** retains all rights guaranteed under the OSH Act, including the right to appeal or contest violations issued by ADOSH.

## **XIII. TERMINATION OF AGREEMENT**

Either partner may withdraw from this Agreement by providing written notification to the other partner. Termination shall be effective thirty (30) days after receipt of written notification. Any notice required to be given under this Agreement shall be deemed to have been duly given and received if:

- Personally delivered to the undersigned representative listed below at the addresses set forth below;

- Deposited in the U.S. Mail, postage prepaid, certified, return receipt requested to the addresses set forth below; or
- Prepared and provided to recognize and reputable overnight delivery service, such as UPS or FedEx, to be delivered to the addresses set forth below.

In addition to the voluntary termination, this Agreement will be terminated if **Cochise County** does not comply with sections four (IV) through Eleven (XI) herein, or under additional circumstances:

- 1) A fatality occurs resulting, in whole or in part, from non-compliance with the OSHA standards;
- 2) **Cochise County** exhibits a pattern of non-compliance with the OSHA standards, i.e., a continued pattern of serious hazards identified during compliance or consultation visits;
- 3) **Cochise County** fails to correct hazards identified during compliance inspections or consultation visits.

This Agreement is valid for three years from the date signed. At the end of the three year period a decision by the Assistant Director and/or the Consultation and Education Training Supervisor will be made regarding **Cochise County's** progress in accomplishing goals and visits that are agreed upon.

In addition, **Cochise County**, will be asked to provide a summary of the ADOSH Partnership process, effect on injury and illness rates, employee awareness and safety & health management within the organization. By working together ADOSH and **Cochise County** will have worked toward reducing injury and illness rates to the point where it would not be targeted due to excessive rates.

**XIV. SIGNATURES**

**IN WITNESS WHEREOF**, the parties thereto have entered into this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**COCHISE COUNTY**

**ARIZONA DIVISION OF OCCUPATIONAL SAFETY & HEALTH**

**ADDRESS:** 1415 Melody Lane, Bisbee, AZ 85603

**ADDRESS:** 800 West Washington Street, Phoenix, AZ 85007

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Steve Morgan

Title:

Title: Assistant Director ADOSH

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name: Brandon Stowell

Title:

Title: Compliance Assistance Supervisor