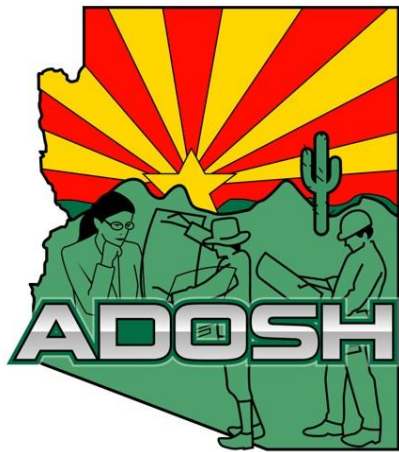


THE ARIZONA DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Public Entities Partnership Program

City of San Luis



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."

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I. INTRODUCTION

The purpose of this Public Entity Partnership Agreement between *City of San Luis* 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 a value. 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 *City of San Luis*. 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 *City of San Luis* it is believed that through this Agreement there will be a significant decrease of unsafe behaviors, hazards and serious injuries throughout the Division. It will also assist *City of San Luis* achieve 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 city:

- Public Works Department
 - Utilities/Water Treatment Facilities
 - Facilities Maintenance Department
 - Fleet Maintenance Department
 - Street/Highways
- Public Safety
 - Police Department
 - Fire Department
- Parks & Recreation Department
- Administration

ADOSH conducted a meeting with *City of San Luis, Representative*. During the meetings, strategies were developed on how ADOSH would be able to help the City employees and leadership team recognize common hazards in their respective Divisions. 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 of 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 *City of San Luis* 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 *City of San Luis* 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, 2016, the Total Case Rate (TCR) and Days Away Restricted Time (DART) rate for your industry is 9.0 and 4.9. Primary NAICS Code 922190

Year	Total Case Incidence Rate (TCR)	Days Away Restricted Time (DART)
2015	6.8	6.3
2016	3.8	3.8
2017	2.5	2.5
AVERAGE	4.2	4.1

IV. GOALS/STRATEGIES

City of San Luis oversee 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 areas listed above. *City of San Luis* 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. Reduce Injury / Illness & DART Rates by 15%	Develop a written First Aid / Near Miss Policy	<ul style="list-style-type: none"> ▪ Hold initial meeting with Leadership, Project Leads, Foreman and employees to gain commitment ▪ Number of training courses / people trained in process ▪ Create and implement an awareness survey on program within company
2. Implement two Best Practices for each department over the course of the three-year agreement	Develop a Best Practice policy for City of San Luis	<ul style="list-style-type: none"> ▪ Number of training courses / people trained in process ▪ Attend two ADOSH/Arizona Governmental Safety Association meetings for Best Practice Sharing

GOAL	STRATEGY	MEASURES / OUTCOMES
3. Increase worker involvement with hazard identification and training	Develop an incentive program for employees to participate in the routine inspection process and feedback on hazard(s) observed in the workplace	<ul style="list-style-type: none"> ▪ Number of training courses / people trained in process ▪ Create and implement a survey to gauge employee involvement in the safety and health management system ▪ Explore awards that are not a disincentive to program
4. Enhance communication between management, employees and ADOSH	Determine, monthly, when management can meet formal / informal to talk about safety and health in the workplace as it relates to ADOSH Inspections	<ul style="list-style-type: none"> ▪ Hold initial meeting with management and Employees to gain commitment ▪ Develop schedule when meeting(s) will take place ▪ Create and implement a survey to gauge effectiveness of meetings between two groups
5. Start the process for Voluntary Protection Program (VPP) application.	Schedule a mandatory meeting with <i>City of San Luis</i> Leadership and ADOSH Compliance Assistance Supervisor for understanding of the VPP application and program on a quarterly basis.	<ul style="list-style-type: none"> ▪ Quarterly work on the following VPP Elements: Management and Employee Involvement, Worksite Analysis, Prevention & Control and Training.

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. *City of San Luis* 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 *City of San Luis* 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 annual evaluation shall not be more than a month beyond the initial signing date or 30 days after.

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 *City of San Luis* are 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 the *City of San Luis* 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. *City of San Luis* 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 *City of San Luis* will ensure the following is accomplished:

- Ensure ADOSH and the company 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 *City of San Luis* supervisors and employees conduct routine safety and health inspections.
- Review first aid/near-miss accident reports to ensure closure and mass communication with all *City of San Luis*'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. *City of San Luis* 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, *City of San Luis* 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 *City of San Luis* 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) *City of San Luis* 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) *City of San Luis* 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 *City of San Luis*'s progress in accomplishing goals and visits that are agreed upon.

In addition *City of San Luis* 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 *City of San Luis* 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 _____, 2019.

CITY OF SAN LUIS

ARIZONA DIVISION OF OCCUPATIONAL SAFETY & HEALTH

ADDRESS: 1090 Union St, San Luis, AZ 85349

ADDRESS: 800 West Washington Street, Phoenix, AZ 85007

By: _____

Name: The Honorable Gerardo Sanchez

Title: Mayor City of San Luis

By: _____

Name: Jessie Atencio

Title: Director ADOSH

By: _____

Name: Tadeo De La Hoya

Title: City Administrator

By: _____

Name: Brandon Stowell

Title: Compliance Assistance Supervisor

By: _____

Name: Kay Macuil

Title: City Attorney

By: _____

Name:

Title: