
MIOSHA

Michigan Occupational Safety and Health Administration
Department of Licensing and Regulatory Affairs (LARA)

AGENCY INSTRUCTION

DOCUMENT IDENTIFIER:
MIOSHA-ADM-04-1R4

DATE:
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SUBJECT: Partnerships for Worker Safety and Health

- I. Purpose. This instruction establishes agency policy for the development, approval, and implementation of Michigan Occupational Safety and Health Administration (MIOSHA) Partnerships for Worker Safety and Health.
- II. Scope. This instruction applies agency-wide.
- III. References.
 - A. Agency Instruction MIOSHA-SHMS-12-1 MIOSHA [Safety and Health Management System](#) (SHMS), as amended.
 - B. Agency Instruction MIOSHA-ADM-14-1 [Vetting and Entity Check Requests](#), as amended.
 - C. Division Instruction CSHD-COM-14-1, [Focused Inspections](#), as amended.
 - D. [Michigan Occupational Safety and Health Act](#), R408.1001 et seq., P.A. 154 of 1974, as amended.
 - E. MIOSHA [Field Operations Manual \(FOM\)](#), as amended.
 - F. [MIOSHA Strategic Plan 2014-2018](#)
- IV. Distribution. MIOSHA Staff; OSHA Lansing Area Office; General; S-drive Accessible; MIOSHA Weekly; and Internet Accessible.
- V. Cancellations. All previous versions of this agency instruction.
- VI. History. History of previous versions includes:

MIOSHA-ADM-04-1R3, April 30, 2013.

MIOSHA-ADM-04-1R2, December 15, 2009.

MIOSHA-ADM-04-1R1, June 24, 2005.

MIOSHA-ADM-04-1, May 14, 2004.
- VII. Contact. [Lawrence Hidalgo](#), Jr., Division Director, Construction Safety and Health Division (CSHD); [Nella Davis-Ray](#), Division Director, Consultation Education and Training Division (CET); [Adrian Rocskay](#), Division Director, General Industry Safety and Health Division (GISHD); and [Barton G. Pickelman](#), Deputy Director.
- VIII. Originator. Martha B. Yoder, Director
- IX. Background. Since the creation of the partnership program in 2004, MIOSHA has entered into a number of partnership agreements with organizations and employers.

These efforts have been designed to increase MIOSHA's impact on worker safety and health, and at the same time, help MIOSHA expand the options for working with employers by providing a partnership option. Employer groups, labor organizations, individual employers, and employees and their representatives committed to developing and implementing a comprehensive safety and health management system may find a partnership with MIOSHA an effective strategy in reducing fatalities, injuries, and illnesses. A partnership may also include other stakeholders as appropriate.

Experience with partnership projects has also revealed a desire for greater consistency and formalization so that agency-wide needs and objectives may be met. In general, partnerships are voluntary, cooperative relationships between MIOSHA and others. Partnerships aim to achieve a significant and measurable reduction in workplace fatalities, injuries, and illnesses (see [Appendix A](#) for "Frequently Asked Questions and Answers" related to MIOSHA Partnerships for Worker Safety and Health).

MIOSHA recognizes that its other cooperative programs (e.g., Michigan Voluntary Protection Program (MVPP), Michigan Safety and Health Achievement Recognition Program (MSHARP), Michigan Challenge Program, CET awards, and the Alliance program) provide private and public sector industries opportunities to participate in these innovative programs. Each of these programs has specific guidelines, criteria, and instructions for implementation that require trust and cooperation. These programs, including partnerships, provide an opportunity for organizations to work closely with MIOSHA, learn from one another, and gain recognition for their efforts.

X. Significant Changes.

- A. Added information specific to MIOSHA Construction Partnerships.
- B. Added Definitions of Division Partnership Managers (DPM), Partnership Administrators, and Partnership Lead.
- C. Added responsibilities of DPM, Partnership Administrators and Partnership Lead.
- D. Modified Evaluation Report [Section XII](#).
- E. Consolidated Sections XII-XIV.
- F. Added Partnership levels.
- G. Added Partnership Agreement template in [Appendix B](#).
- H. Added Partnership Survey Example in [Appendix G](#).
- I. Added Initial Screening Checklist in [Appendix H](#).
- J. Added Partnership Closing Letter in [Appendix J](#).

XI. Definitions.

- A. DIVISION PARTNERSHIP ADMINISTRATOR (DPA): The DPA is responsible for maintaining MIOSHA Partnership information and data applicable for their division.

- B. **DIVISION PARTNERSHIP MANAGER (DPM):** The DPM is responsible for coordinating all MIOSHA Partnerships within their division.
- C. **FOCUSED INSPECTION:** A limited scope inspection focuses enforcement activity on identifying serious hazards and allows the partners to correct other-than-serious hazards within a specified timeframe. A focused inspection recognizes the efforts of the partnering employer(s) who have implemented an effective safety and health management system. Only MIOSHA construction partnerships may offer focused inspections.
- D. **LEVEL 1 PARTNERSHIP:** This level is assigned to employers who may benefit from enhanced training and assistance with their Safety and Health Management System (SHMS). Level I Partnerships are typically assigned to CET.
- E. **LEVEL 2 PARTNERSHIP:** This level is assigned to employers with an effective SHMS. A SHMS is considered to be fully implemented when 12 or more sub-elements are met. Level 2 Partnerships can be assigned to CET or one of the enforcement divisions.
- F. **LEVEL 3 PARTNERSHIP:** This level is reserved for employers who have demonstrated high levels of success in previous partnerships or equivalent projects. Typically, only one MIOSHA representative from CET or an enforcement division will be assigned to Level 3 Partnerships.
- G. **MIOSHA ADVANTAGES:** An alternative approach to traditional enforcement or provision of consultation education and training services included in a MIOSHA partnership. Alternative approaches may include focused inspections (construction only), development, and use of protocols to guide inspection activity, outreach information and assistance during initial implementation phase of the partnership, priority consideration for CET services, or other innovations as identified.
- H. **MIOSHA LEVERAGING:** A technique to increase the impact of the agency's activities on workplace safety and health without the need for MIOSHA to devote significant additional resources. The increased impact may involve reaching a greater number of employers and/or employees or achieving increased worker protection sooner than by other means. Whatever strategies are used, the ultimate goal of all leveraging activities must be a reduction in work-related fatalities, injuries, and illnesses. To the extent possible, partners are expected to participate in leveraging by, among other actions, sharing their experiences and successes with others.
- I. **MIOSHA PARTNERSHIP EVALUATION REPORT:** A self-assessment report that is completed, as prescribed below, to gauge the effectiveness of the partnership.
- J. **MIOSHA PARTNERSHIPS FOR WORKER SAFETY AND HEALTH:** This term denotes a MIOSHA strategy, available to all industries, whereby MIOSHA enters into an extended, voluntary, cooperative relationship with others. Partnerships can be developed with an individual employer, employees, and/or

their representatives. Partnerships can also be developed with a group of employers, employees, and/or their representatives. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. A partnership will encourage, assist, and recognize their efforts to eliminate serious hazards and achieve a high level of worker safety and health. A MIOSHA partnership aims to have a measurable, positive impact on workplace safety and health that goes beyond what historically has been achievable through traditional enforcement methods and through a focus on individual worksites.

- K. PARTNERSHIP LEAD (LEAD): The Lead is the primary MIOSHA liaison for a partnership. The Lead may be assigned to a manager, supervisor, safety officer, industrial hygienist, or CET consultant.
 - L. PROGRAMMED INSPECTION: Enforcement inspections of worksites that have been scheduled based upon objective or neutral selection criteria. These worksites are selected according to scheduling plans for safety and health, local, or special emphasis programs.
 - M. SAFETY AND HEALTH MANAGEMENT SYSTEM: A systematic approach to managing safety and health activities by integrating occupational safety and health programs, policies, and objectives into organizational policies and procedures. The components of a system include a set of interrelated elements, 1) Management Commitment (Leadership), 2) Employee Involvement (Participation), 3) Worksite Analysis (Hazard Identification), 4) Hazard Prevention and Control, and 5) Safety and Health Training. The management system approach emphasizes a process for continuous improvement and systematic elimination of underlying reasons for deficiencies.
- XII. Core Elements. The following core elements must be addressed in all MIOSHA partnerships and be included in the Comprehensive Partnership Agreement (Template) ([Appendix B](#)).
- A. Identification of Partners. Priority for partnerships should be given to those programs that support MIOSHA's Strategic Plan and make the best use of agency resources. Partnerships can be developed with an individual employer, employees, and/or their representatives. Partnerships can also be developed with a group of employers, employees, and/or their representatives. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. These partnerships shall be in high-hazard workplaces or in workplaces with prevalent types of injuries and illnesses. MIOSHA may also partner with low-hazard establishments if the agency finds it will have a significant impact on the reduction of injuries and illnesses.
 - B. Goals/Strategies. A clearly defined goal statement that identifies the safety and health issues the partnership is intended to address, expected impact, measures to gauge success, time frames including a "sunset clause" completion date (which can be extended after careful evaluation), and MIOSHA's resource needs.

Partnerships must contain goals for employers, employees, and/or employee representatives that are clearly articulated, measurable, and verifiable. Clearly define goals that support the purpose and the desired outcome of the partnership. State strategies that describe how to accomplish the goal and reach the desired outcome (see [Appendix C](#), Performance Measures, for additional guidance).

- C. Leveraging. In the interest of conserving MIOSHA resources, partnerships must contain a leveraging component to be determined after an analysis of possible leveraging opportunities. MIOSHA views leveraging as an opportunity for the partnering employer/employee organizations to take more responsibility for health and safety, potentially reducing the level of resources committed by MIOSHA. In exchange, the employer/employee benefits through greater workplace protection.
- D. Safety and Health Management System. Effective workplace safety and health management systems are self-sustaining and encompass six main areas: management commitment/leadership, employee involvement, worksite analysis, hazard prevention and control, safety and health training, and compliance with applicable MIOSHA requirements.

Employers participating in partnerships will either have in place or commit to develop and implement an effective site-based safety and health management system. These systems should be based on MIOSHA's [Safety and Health Management System](#) guidelines whenever feasible. Alternative safety and health management systems that differ significantly will be carefully considered.

- E. Measurement System. Effective quantitative and qualitative performance measures linked to partnership goals must be identified in the partnership agreement. Performance measures are important tools that indicate the progress made towards achieving program goals (see [Appendix D](#), Summary of Core Elements MIOSHA Partnerships for Worker Safety and Health for additional guidance). The measurement system must be results-focused and developed at the outset of the partnership. The measurement system must:
 1. Use activity, intermediate, and outcome measures (including measures to address the effectiveness of leveraging.)
 2. Identify baseline data corresponding to all summary line items on the MIOSHA 300 Log, including all contractor and subcontractor data.
 3. If the partnership is specific to a particular job-site (e.g., a partnership specific to a construction project) or plant, the employer must develop a process to compare measures to similar job-sites or plants, where feasible.

Also, the measurement system may include such measures as changes in exposure levels, the experience modification rate, and comparisons of pre- and post-intervention scores obtained using appropriate tools. (e.g., the Safety and Health Assessment Worksheet (CET Form 33) or the Safety and Health Evaluation form (MIOSHA 512))

- F. Employee Involvement and Employee Rights.

1. Employees bring valuable skills and perspectives to the development stage of a partnership and participation is essential. Employee involvement in the day-to-day implementation of worksite safety and health management systems and other partnership activities is required.
2. MIOSHA will strongly encourage union support of a partnership. Labor organizations representing employees at the worksite may be signatories to the partnership agreement or, alternatively, may indicate their willingness for the partnership to proceed but waive their opportunity to be a signatory.

For non-union worksites, involving employees at the outset in the development of the partnership is strongly encouraged, if feasible. It is highly desirable that there be evidence of employee involvement in and commitment to the partnership.

3. Partnering employers must commit to incorporating high levels of employee involvement in their safety and health management system if such an element does not already exist.
 4. Examples of employee involvement include, but are not limited to:
 - a) Participating on safety and health committees, joint labor-management committees, and other advisory or specific purpose committees, if otherwise lawful and appropriate;
 - b) Conducting site inspections, safety and health audits, job hazard analyses, and other types of hazard identification;
 - c) Developing and using a system for reporting hazards;
 - d) Developing and revising the site's safety and health rules and safe work practices;
 - e) Participating on workplace teams charged with identifying root causes of accidents, incidents, or breakdowns;
 - f) Implementing controls to eliminate or reduce hazard exposure;
 - g) Collecting samples for monitoring;
 - h) Making presentations at safety and health meetings;
 - i) Delivering training to current and newly hired employees; and
 - j) Participating in safety and health management system reviews.
- G. Stakeholder Involvement. Partnerships are expected to involve those stakeholders whose input and participation are important to the success of the partnership, as appropriate.
- H. MIOSHA Inspections. All partnership agreements must state that partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency procedures. Standard language ensuring legal

rights and responsibilities of employers and employees must be stated in all partnership agreements: “This partnership does not preclude employees and/or employers from exercising any right provided under the [MIOSH Act](#) (Act 154 of 1974, as amended), nor does it revoke any responsibility to comply with the Act.”

1. It will not be necessary to conduct a programmed inspection of a partnering employer if the agency has conducted a verification inspection in accordance with the approved protocols of the partnership within the last 12 months.
 2. If a partnering employer is targeted for a programmed inspection, the inspection will be conducted following the approach identified in the verification procedure.
 3. If a partnering employer appears on a special or local emphasis program list, the inspection will focus on the hazards identified as targets of the program. It is anticipated that, in most instances, the hazards that are the focus of the special or local emphasis program will parallel or closely relate to the hazards identified as most serious by the partnership.
 4. All programmed inspections on a construction partnership project will be conducted as a focused inspection as prescribed in CSHD-COM-14-1, [Focused Inspections](#).
- I. Verification. Partnerships must include provisions to verify that the employer is upholding their responsibilities under the partnership.
1. Verification may be achieved by developing and implementing verification procedures or protocols which include the following:
 - a) The number or percentage of sites to receive on-site and/or off-site verification inspections or on-site non-enforcement verification visit.
 - b) The scope of the verification inspections or non-enforcement verification visit.
 - c) Assurance that citations will be issued and penalties assessed for violations of standards, regulations, or the general duty clause found during verification inspections. An employer’s safety and health management system will not in itself be basis for citation except where required by a specific standard.
 - d) The manner in which employees and/or employee representatives will be involved in verification inspections or on-site non-enforcement verification visit. At a minimum, the verification protocols must afford employees all statutory rights pertaining to participation in inspections.
 2. Off-site verification includes a review by MIOSHA of partner’s data, required Monthly Reports (see [Appendix E](#) Monthly Report Template),

records, without actual entry to the partner's worksite. Documentation is reviewed to determine whether partners are implementing the provisions of the agreement. The documentation selected for review should relate to the goals, objectives and stated measures of the agreement. Examples include illness and injury data, training course agendas and rosters, results of surveys, or results of self-audits.

3. On-site non-enforcement verification includes a review by MIOSHA of the partner's worksite in a non-enforcement capacity to assess the implementation of the agreement. Non-enforcement visits may involve MIOSHA CET staff and/or enforcement staff acting in a non-enforcement capacity. The interaction provides opportunities for a partner to highlight a partner's efforts, discuss challenges and plans for improvements, and allows MIOSHA to review efforts. MIOSHA worksite observations should be sufficient to confirm the partner's worksite is operating a safety and health management system that adequately ensures the protection of employees.
4. Other approaches may be developed as appropriate to the scope of the partnership and/or industry. For example, a construction partnership might include focused programmed inspections reviewing the four leading causes of fatalities.
5. Partners may use internal resources or private consultants to conduct worksite assessments. However, this does not take the place of required MIOSHA verification inspections.

J. MIOSHA Advantages.

1. Advantages included in partnerships must be commensurate with the participating employer's efforts to provide safe and healthful working conditions and the degree of success achieved. Following are examples of MIOSHA advantages that may be included in a partnership:
 - a) Outreach information and assistance during the initial implementation phase of the partnership.
 - b) Priority consideration for CET consultative services provided by the On-site Consultation program or the Training and Consultation program.
 - c) Programmed inspections that focus on the most serious hazards prevailing at the partnering workplaces.
 - d) For any cited hazards, penalty reductions calculated in accordance with agency procedures in the [Field Operations Manual](#) (FOM), as amended, that provide good-faith reductions for effective safety and health management systems.

- e) Identification of strategies to be used by the parties to provide positive publicity about the partnership and the partnering establishments, and the resulting benefits.
- K. Partnership Evaluations. All partnerships must include a process for self-evaluation to determine if the partnership agreement should be modified or discontinued or to evaluate the effectiveness utilizing data obtained by the partnership's required measurement system using the MIOSHA Partnership Evaluation Report format (see [Appendix F](#)). This format may be modified if necessary to address the goals of a specific partnership. The report will be completed as follows:
- 1. General Industry Partnerships: The report will be completed annually.
 - 2. Construction Partnerships: The report will be completed by the prime contractor every three years or at the completion of the project, whichever is less.
- In addition to the evaluation report, a survey will be distributed near the conclusion of a partnership project. The survey will be used to gather feedback regarding the effectiveness of the partnership project and to solicit ideas for improving them. See [Appendix G](#) for a survey example.
- L. Termination. The documentation for all partnerships must contain language that specifies the conditions under which the program will be terminated. Examples include: termination if any of the primary parties (MIOSHA, employers, employees and/or their representatives) unilaterally withdraws from the partnership; or termination when the goals of the program have been met. Withdrawal of one of the primary parties from the agreement shall result in termination of the partnership agreement.
- XIII. Additional Recommendations. The following issues should be considered in the development of partnerships, but are not required core elements:
- A. Priority should be given to partnership proposals that support the agency's Strategic Plan.
 - B. Employer inspection history and relationship with MIOSHA should be reviewed and considered.
 - C. Partnerships may require employers to post results of self-inspections and other documents, and may require employers to make reports to MIOSHA of their activities under the partnership.
- XIV. Partnership Procedures for MIOSHA Staff.
- A. Each MIOSHA Division shall designate a DPM and a DPA.
 - B. Partnership Promotion. MIOSHA staff should promote MIOSHA Partnerships during their work activities. This includes explaining how partnerships work and directing them to the MIOSHA Partnership Program webpage for more information.

C. DPM Responsibilities.

1. Partnership Requests. If an employer expresses an interest in participating in a MIOSHA Partnership, MIOSHA staff will direct them to their DPM.
2. The DPM will perform an initial screening with the employer using the criteria in [Appendix H](#) (Initial Screening Process).
3. If the employer meets the initial screening criteria, the DPM will complete and distribute the Notification of Potential Partnership form ([Appendix I](#)).
4. Work with MIOSHA Administration to perform an initial vetting process verifying the status of the company and ensure it is in good standing with the State of Michigan. The partnership process cannot proceed until the initial vetting process is approved. If necessary, a second vetting must be performed two weeks prior to the partnership signing.
5. Designate the Lead for the partnership project.
6. Partnership Levels. Once the initial screening process has been performed, the DPM will determine the level of the partnership based on the following criteria:
 - a) Level 1: This level is assigned to employers who may benefit from enhanced training and assistance with their Safety and Health Management System (SHMS). Level I Partnerships are typically assigned to CET.
 - b) Level 2: This level is assigned to employers with an effective SHMS. A SHMS is considered to be fully implemented when 12 or more sub-elements are met. Level 2 Partnerships can be assigned to CET or one of the enforcement divisions.
 - c) Level 3: This level is reserved for employers who have demonstrated high levels of success in previous partnerships or equivalent projects. Typically, only one MIOSHA representative from CET or an enforcement division will be assigned to Level 3 Partnerships.

Level 3 Partnerships must develop and implement at least one specific goal relating to safety and health during the partnership that can be shared with their industry (i.e., mentoring program, safety-based rewards system, and/or best practice criteria.)
7. Designate other MIOSHA staff to be assigned to the partnership. This will typically consist of one industrial hygienist and one safety officer/consultant from the appropriate enforcement division or CET.

8. Work with the Lead to complete the final partnership agreement and assist in coordinating the media press release and the signing ceremony if necessary.
9. Forward the final Partnership Agreement to the DPA and webpage information for all new partnerships to the division's designated MIOSHA Web team member to add to the MIOSHA Website.
10. Send out the survey (see [Appendix G](#)) at the conclusion of the partnership project.
11. At the conclusion of the partnership project, contact the division's designated MIOSHA Web team member to have the partnership removed from the "active" partnership page on the MIOSHA website and added to the "completed" partnership.
12. Ensure a close letter is sent to the main partnering employer at the completion of the partnership. The DPA will prepare and mail the close letter. ([Appendix J](#))
13. Assist the Lead in coordinating the administrative functions of the partnership.
14. Review and update partnership data and information for each quarter.
15. Discuss recommendations for Partnership webpage redesign with the MIOSHA webmaster as needed.
16. Provide quarterly partnership updates to the division's designated MIOSHA Web team member.
17. Enforcement and Consultation Activity.
 - a) The DPM for enforcement divisions will ensure programmed inspections are conducted in accordance with the partnership agreement. Any anticipated inspections will be discussed with the DPM prior to commencement.
 - b) Provide the opening/closing dates and the type of inspection to the DPA within five days of closing conference.
 - c) Provide the final number of CET interventions upon completion of a partnership or when a partnership has been renewed

D. DPA Responsibilities.

1. Maintain the MIOSHA Partnership Tracking Log on a monthly basis. The MIOSHA Partnership Tracking Log will be maintained on the S Drive: S:\Public\Partnerships.
2. Add Partnership meeting dates to Agency Calendar.
3. Convert signed Final Agreement to PDF format.
4. Assist the DPM in tasks relating to the management of the partnership.

E. Lead Responsibilities.

1. Assist the main partnering employer in completing a draft partnership agreement. The DPM will assist the Lead in completing the draft agreement if needed.
2. Email the draft partnership agreement a minimum of 4-6 weeks prior to signing date (or as early as possible) to "MIOSHA Administration," Division Directors, and the DPM. "MIOSHA Administration" is located in Outlook.
3. Work directly with the DPM, the LARA Communications Liaison, and the main partnering employer to finalize the partnership agreement, prepare the press release, and coordinate the partnership signing ceremony, as applicable.
4. Steering Committee.
 - a) The first MIOSHA quarterly steering committee meeting should be scheduled within 4–6 weeks of the partnership start date.
 - b) Schedule all MIOSHA quarterly steering committee meeting dates with the main partnering employer within two weeks of the formal signing and forward to the DPM and DPA and send meeting requests to the assigned MIOSHA participants.
 - c) Provide a MIOSHA update at all quarterly meetings including a review of significant trends, best practices, and accidents for the industry.
 - d) Assigned MIOSHA staff should walk the jobsite with employers, meet with employees, and offer assistance in identifying potential hazards and improving their safety and health management system.
 - e) Ensure monthly reports (see [Appendix E](#)) are submitted by the 15th day of the following month and forwarded to the DPA.
 - f) Report all serious incidents involving hospitalization to the DPM.
 - g) Prior to the final meeting, the Lead will obtain e-mail addresses from all contractor and labor representatives. This information

will be used at the conclusion of the partnership when the Lead will submit a Partnership Survey ([Appendix G](#)) to as many partnership participants as possible.

F. LARA Communications Liaison Responsibilities.

1. Assist in coordinating the following items:

- a) Determine the type of event to be held (i.e., breakfast, luncheon, snacks and drinks, or meeting).
- b) Solicit three proposed dates and times for the event.
- c) Establish a list of speakers and photo opportunities.
- d) Estimate the number of attendees.
- e) If a site tour is planned, determine how long it will take, what personal protective equipment may be required, and if media is permitted to attend.

2. Signing Ceremony Notification.

- a) An email notification or “meeting request” shall be sent to the assigned MIOSHA partnership participants, MIOSHA Director and Deputy Director, applicable Division Directors, the DPM and DPA when the time and date for the signing ceremony has been established.
- b) One week prior to the signing ceremony, send an updated email to the group with the final version of the partnership agreement, the address/location of the signing ceremony, parking instructions, agenda, personal protective equipment requirements, and any other details regarding the signing ceremony.

XV. Information Collection and Dissemination.

- A. MIOSHA intends to collect and disseminate information on the results of the MIOSHA Partnership Program. It is expected this information will help identify useful ideas for circulation and broader implementation. The information will also play a vital role in the agency’s commitment to recognize, publicize, and promote successful partnerships with the agency.
- B. A file will be established and maintained for each partnership. The information required to be in the file include the initial proposal, any implementing instructions, other documents subsequently developed, and any important information not in the original proposal, e.g., involvement of new stakeholders, data collected through the program’s measurement system, data analyses, information on training and other outreach activities, success stories, meeting minutes and program evaluation reports.

- C. A central file for partnership agreements will be maintained by MIOSHA Administration. This file will contain all of the following:
 - 1. A copy of the signed agreement.
 - 2. A copy of evaluation reports.

APPENDIX A

FREQUENTLY ASKED QUESTIONS AND ANSWERS

MIOSHA PARTNERSHIPS FOR WORKER SAFETY AND HEALTH

1. Q: What are MIOSHA Partnerships for Worker Safety and Health?
A: MIOSHA Partnerships for Worker Safety and Health are programs in which the agency enters into cooperative relationships with an individual employer, employees, and/or their representatives. Partnerships can also be developed with a group of employers, employees and/or their representatives in order to encourage, assist, and recognize their voluntary efforts to focus on and eliminate serious hazards and achieve a high level of safety and health. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. MIOSHA partnerships are characterized by core elements that may not be present in other MIOSHA activities (see [Appendix D](#)). The goal of all partnerships is a significant and measurable reduction in workplace deaths, injuries, and illnesses.
2. Q: Can MIOSHA offer focused inspections to MIOSHA partnerships?
A: Only MIOSHA construction partnerships may offer focused inspections.
3. Q: Can MIOSHA offer penalty reductions greater than the reductions that the present system provides, as an additional inducement for employers to partner with MIOSHA?
A: No. Current procedures already provide for substantial good-faith reductions for employers who implement effective safety and health management systems.
4. Q: What is the role of workers in a MIOSHA partnership?
A: All partnerships must have a high level of employee involvement from the outset. At non-union workplaces, it is not expected that employees will sign the partnership agreement, but evidence of their involvement and commitment is highly desirable. MIOSHA expects workers to be involved in the development and operation of the partnership as well as the individual site's safety and health management system.
5. Q: Do MIOSHA partnership programs have to be written agreements between MIOSHA, the workers or their representative, and the employers?
A: Yes. Partnerships must have a written agreement. The written agreement must spell out the goals and objectives and address the other core elements of the partnership so that all parties understand what is expected.

6. Q: Must an employer have an effective safety and health management system already in place before it can propose a MIOSHA partnership?
A: No. MIOSHA can enter into a partnership when it has some reasonable assurances that participating employers will develop and implement effective safety and health management systems in the near future. A partnership may have as one of its primary goals the timely development and implementation of workplace safety and health management systems.
7. Q: When a partnership includes a commitment that an employer will implement an effective safety and health management system, is there a time limit for employer implementation?
A: Yes. A timetable for implementation will be agreed upon by the partners and included in the partnership agreement. Review of implementation will be part of the partnership evaluation and may include the timetable recommendations for modifying the original implementation timetable.
8. Q: How does MIOSHA define an “effective” safety and health management system?
A: As a general rule, an effective safety and health management system should conform to MIOSHA’s safety and health management system guidelines. MIOSHA recognizes that there may be situations; however, where a safety and health management system not based on the guidelines would be appropriate for a particular MIOSHA partnership. Such an alternative program must be fully described in the proposal and, at a minimum, must include the six main elements addressed by the guidelines and common to all comprehensive, effective safety and health management systems. These are management commitment/leadership, employee involvement, worksite analysis, hazard prevention and control, safety and health training, and compliance with applicable MIOSH Act requirements. Moreover, effective safety and health management systems are self-sustaining systems that become fully integrated into the day-to-day operations of a workplace.
9. Q: Why is MIOSHA willing to consider, on a case-by-case basis, the establishment of partnership programs with employers that have a history of serious safety and health hazards and violations?
A: MIOSHA does not want to close the door on using the partnership approach to encourage the efforts of employers who are committed to improving the health and safety of their workers.
10. Q: Is there a requirement that agency stakeholders be involved in developing a MIOSHA partnership program?
A: There is no hard and fast rule about stakeholder involvement because each situation will be different. It is up to the proposal originators and MIOSHA staff to identify and involve those stakeholders whose participation is needed to make the program successful, recognizing that local and national level stakeholders may not always agree.

11. Q: Can the agency modify its traditional enforcement by offering a programmed inspection exemption to employers as an advantage for participation in a MIOSHA partnership?
A: No. The agency allows exemptions from routine inspections only for MVPP and MSHARP participants. An exemption would also be allowed on open cases with the CET On-Site Consultation Program.
12. Q: Can the agency still conduct unprogrammed inspections of partnering employers?
A: Yes. MIOSHA will conduct complaint inspections, accident inspections, etc., in accordance with established agency policy.
13. Q: Can the agency provide onsite technical assistance in identifying and correcting hazards to employers who participate in a MIOSHA partnership program?
A: Yes. MIOSHA'S CET Division traditionally provides consultation services that are available to provide training, consultation, and/or technical assistance as appropriate. Alternatively, the partnership employer(s) may employ private consultants to provide onsite technical assistance.
14. Q: How does the policy contained in this instruction affect special or local emphasis programs and other program inspection plans?
A: If a partnering employer appears on a special or local emphasis program list, the inspection will focus on the hazards identified as the targets of partnership effort. It is anticipated that, in most instances, the hazards that are the focus of an emphasis program will parallel or closely relate to the hazards identified as most serious by the partnership.
- A programmed inspection will be conducted when a partnering employer targeted for inspection under a programmed inspection plan in accordance with established agency procedures.
15. Q: What are the primary differences between alliances and partnerships with MIOSHA?
A: Both alliances and partnerships provide opportunities to establish formal, ongoing relationships with the MIOSHA program. The Alliance program focuses on opportunities to establish relationships that will help promote, educate, and provide outreach on safety and health issues. These relationships are generally with organizations, associations, and other groups. A partnership, in contrast, is generally with a specific employer or group of employers and their employees. The focus of a partnership is to achieve a high level of worker safety and health at the partnering employer's or group of employer's facilities.

APPENDIX B

**COMPREHENSIVE PARTNERSHIP AGREEMENT (Template)
FOR**

Name of Partnership Project

Agreement is between:

Michigan Occupational Safety and Health Administration (MIOSHA); *prime contractor, main union council, (i.e., Greater Detroit Building and Construction Trades Council), and their affiliate unions;* **and Partnering Subcontractors with their** *respective trade union employees.*

Project Description:

Add short description of project scope

I. IDENTIFICATION OF THE PARTNERS

The partners to this agreement include the Department of Licensing and Regulatory Affairs (LARA), Michigan Occupational Safety and Health Administration (MIOSHA); *prime contractor; main union council* (hereinafter collectively referred to as the “Partnering Unions” or individually as the “Union”); and the Subcontractors, including any tier subcontractors (hereinafter collectively referred to as the “Partnering Employers”). The partners are listed below and new ones will be added as they become signatory with the project.

Partnering Employers

Add subcontractors

Partnering Unions

Add trade unions

Supporting Partners

Add non-subcontracting entities

II. COMMITMENT

The leadership of MIOSHA, *prime contractor*, partnering employers and partnering unions through a common vision is committed to providing all trades people and subcontractors a healthful and safe work place and to demonstrate leadership, responsibility, and accountability in furthering worker health and safety at all levels.

The practice of diligence, good judgment, and common sense by all project team members including subcontractors helps to create an environment in which the frequency of accidents is substantially reduced. The *prime contractor* Safety and Health Program has the total

commitment of all management levels and receives top priority in its application.

The *prime contractor* Safety and Health Program has been established principally to govern the activities of all personnel employed in any capacity on *name of project* and is dedicated to the goals as stated by the Michigan Occupational Safety and Health Act (MIOSHA): To provide work and a place of work that is free from recognized hazards.

- The *prime contractor* Safety and Health Program provides an administrative structure within which *prime contractor* and trade contractors on the Project site shall provide for the safety and health of their employees and other individuals affected by their activities and for the protection of property. This program does not relieve subcontractors of any of their traditional or specific legal responsibilities with respect to occupational safety and health or the protection of property. Rather, it provides for coordination among the individual programs of each trade contractor and monitors each trade contractor's conformance to its respective programs. This prompts the initiation of corrective actions when nonconformance is identified and ensures documentation of safety-related programs, meetings, and incidents. The program is aligned with the MIOSHA mission of assuring the safety and health of Michigan workers.

III. GOALS

The active integration of the *prime contractor* Safety and Health Program along with this partnership with the trade unions, subcontractors, and MIOSHA will endorse the ultimate goal of ZERO INJURIES. It is paramount that from the design through construction safety policies and procedures support the Quality of Life on this project by ensuring "Everyone goes home the way that they came to work." The injury free vision of a workforce that is supported, motivated and inspired, must start with the construction craft men and women and their organizations who come from the local communities to build this project.

Project Primary Safety Goals:

ZERO INJURIES
ZERO ACCIDENTS
ZERO NEAR MISSES

Promote positive attitudes and actions in team members that will continue to influence their safety knowledge and performance beyond this specific project.

Supporting Goals:

- **100 percent safe site conditions through team education, monitoring, and reinforcement.**
- **Effective coordination and cooperation between trades to enhance and support the safety efforts and performance of each team member individually and the project team as a whole.**

- **Increased knowledge of safety rules and requirements.**

IV. ROLES AND RESPONSIBILITIES

A steering committee will be designated consisting of members from *prime contractor*, partnering unions, supporting partners, and partnering employers. The purpose of the steering committee will be to develop an implementation plan; and review data and reports. The partners will meet as appropriate to resolve any issues that arise during the course of this partnership. Once the project is up and running there will be monthly meetings with the steering committee. Every three months the steering committee will meet with MIOSHA to discuss findings, statistics, issues, and review reports.

V. OBJECTIVE AND LEVERAGING

The partners agree to construct a partnership based on mutual respect and trust that leverages the resources of all the parties through the systematic anticipation, identification, evaluation, and control of health and safety hazards involved with the *name of project* construction project, thereby continuously being pro-active in an attempt to reduce or eliminate worker injury and illnesses.

VI. SAFETY AND HEALTH PROGRAM

Prime contractor, the partnering employers, and unions will be committed to the Site-Specific Safety and Health Program that is designed to meet the needs of the ever-changing conditions which are common to the construction industry. Recognizing that engineering techniques alone are not enough to ensure that exposure to hazards are controlled, the program includes coordination; and monitoring and educating the personnel involved in constructing the project. These components will be implemented through the same principles of management control applied throughout all phases of the project.

Key elements of the *prime contractor* Site-Specific Safety and Health Program for the *name of project* (this list is not intended to be all encompassing of the Site Specific Safety and Health Program)

- Adherence to All Safety Policies, procedures, and MIOSHA standards.
- 100% fall protection over 6 feet, including steel erection and roof work.
- 100% Personal Protective Equipment (PPE) including hard hats, eye protection – prescription eye wear with side shields or ANSI Z-87.1 protective safety glasses with built in side shields, and appropriate work footwear.
- Mandatory attendance to a project safety orientation. This includes project orientation, a project-specific safety video, and passing a written test at the completion of session.
- All crane operators will be Certified Crane Operators (CCO) as recognized by National Commission for the Certification of Crane Operators (NCCCO) and other recognized certification agencies.
- Mandatory pre-work substance abuse testing.

- Mandatory post-accident substance abuse testing.
- Pre-Task Analysis (PTAs) are to be completed and submitted to *prime contractor* prior to each shift and prior to the beginning of critical work.
- Contractors shall provide a Competent and/or Qualified Person for work operations as identified by MIOSHA standards and/or *prime contractor*.
- *Prime contractor* and the partnering employers on this project will uniformly enforce a disciplinary action plan for employees who fail to work in a safe manner. Automatic dismissal from this project shall result from any willful or deliberate violation of safety rules or safety policies and procedures.

Subcontractor and Employee Accountability

- Assume direct responsibility of not less than the minimum level of performance set forth in the Project Safety and Health Program, which means full compliance with the Michigan Occupational Safety and Health Standards, and all applicable Federal, State, and local regulations.
- Develop, promote, and maintain a positive safety climate at all times.
- Give consideration to all safety factors during the planning and scheduling of work operations to control potential injury and property damage hazards. (Pre-job hazard analysis or Pre-Task Analysis required.)
- Make their position in the Project Safety and Health Program clear to supervisory personnel, union representatives, and employees by stressing the importance executive management attaches to safety and loss control.
- Provide and enforce the use of all necessary personal protective equipment, which includes but is not limited to: hard hats, safety glasses, earplugs, face shields, respirators, safety harnesses, lanyards, fall protection devices and anchorage systems, etc.
- **HARD HATS, SAFETY GLASSES, AND APPROPRIATE FOOTWEAR WILL BE WORN AT ALL TIMES** - This includes management, vendors, visitors, etc.
- Provide properly guarded and maintained tools, machinery, and equipment.
- Ensure that ground fault circuit interrupters are inserted in all required electrical power circuits.
- Provide and maintain good housekeeping conditions and adequate fire protection equipment.
- Provide proper and adequate training for employees regarding the hazards of their jobs and how to work safely.
- Correct unsafe work habits of employees as soon as they are observed.
- Eliminate unsafe conditions under your control and promptly report (in writing and verbally) those conditions you cannot eliminate to *prime contractor* project Safety Manager.
- Follow-up on all recommendations submitted by *prime contractor* or MIOSHA.

- Attend all scheduled safety meetings.
- Immediately notify *prime contractor* of any incident that causes damage to property, and conduct an immediate investigation with a written report to *prime contractor* within a 24-hour period.
- Report all injuries or accidents to *prime contractor* Safety Manager. (A full report and investigation of an injury is required and must be submitted to *prime contractor* within a 24 -hour period.)
- Report all near misses to *prime contractor* which could have potentially caused property damage or personal bodily injury. A full report and investigation is required.
- Ensure employees who receive off-site medical attention obtain a post-accident drug screening per the project-specific safety and health program.
- Ensure employees who receive medical attention obtain a medical work release from the attending physician and present it to *prime contractor* before they return to work.
- Furnish all reasonable information concerning the safety of their operations as may be required by *prime contractor* and MIOSHA.
- Provide and properly maintain warning signs and lights, barricades, railings and other safeguards for protection of employees and others on, about, or adjacent to the work, as required by the conditions and progress of the work and as directed by *prime contractor*.
- Provide copies of all MIOSHA inspection reports to *prime contractor*, along with the corrective action taken.
- Promote total job safety among both your employees and other company employees; and visitors.
- Promote continued education and training for your employees.
- Conduct executive management audits of your employees and file those findings with *prime contractor* safety manager.

Pre-Task Planning

One of the most effective methods and tools available to help supervisors protect the health and safety of their employees is a **Pre-Task Analysis**, or **PTA**. A PTA involves identifying the basic tasks of a job; determining any existing or potential hazards associated with each of the tasks; and then developing recommendations for eliminating or controlling each of those hazards. A PTA will be required each shift, before any major elements of work are performed, coordinating the efforts of subcontractors, trades people and other project personnel to ensure the common safety of all involved.

VII. DATA COLLECTION, MANAGEMENT, and MEASUREMENT

Prime contractor will establish a partnering employer Safety Performance Measurement Database. The database will track each partnering employer's actual recordable injury and illness

performance on all *prime contractor* projects. The information collected will be used by *prime contractor* to evaluate the partnering employer's safety performance with established project safety goals.

Safety Review Meetings will be held with partnering employer's executive management for, but not limited to, the following:

- One (1) lost time injury.
 - Two (2) or more recordable injuries or near misses.
 - Property damage in excess of \$10,000.00.
 - Failure to meet the requirements of the *prime contractor* site-specific safety and health program.
 - Repeated written employee disciplinary notices for safety violations.
1. Baseline data will be collected that corresponds directly to all line items on the MIOSHA 300 Log. Project safety data including injury/illness logs and other project measurements will be provided to MIOSHA in the form of a monthly report to be submitted by the 15th day of the following month.
 2. Near-miss data will be collected throughout the project. Full investigation with written report will be required for all near-misses. Near-miss data and the corrective action taken will be incorporated in the monthly and annual reports to MIOSHA.
 3. All DART recordable injuries and illnesses will be reported to MIOSHA within 24 hours. A written report of the incident will be sent to MIOSHA within 3 days of the incident.

VIII. EMPLOYEE INVOLVEMENT, SAFETY AWARENESS, MONITORING and POSTING

Employees bring valuable skills and perspectives to the development stage of a partnership and participation is essential. Employee and organization involvement (e.g., union, employee safety and health committee) in the day-to-day implementation of worksite safety and health management systems and other comprehensive partnership activities is required.

All affected unions must be supportive of this comprehensive partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to precede but waive their opportunity to be a signatory.

Partnering employers must commit to incorporating high levels of employee involvement, both management and field staff, in their safety and health management system if such an element does not already exist.

1. Employee Responsibilities

- Each employee is responsible for learning and abiding by those rules and regulations, which are applicable to the assigned tasks and for reporting observed hazards and near misses to his/her immediate supervisor. If the hazards are not corrected, the affected employee shall report the conditions to the *prime contractor* Safety Manager.
- NO EMPLOYEE SHALL BE REQUIRED OR KNOWINGLY PERMITTED TO WORK IN AN UNSAFE ENVIRONMENT. UNSAFE CONDITIONS WILL BE CORRECTED AND EMPLOYEES WILL BE ALLOWED TO WORK ONLY AFTER PROPER PRECAUTIONS HAVE BEEN TAKEN FOR THEIR PROTECTION. A PRE-TASK ANALYSIS MUST BE COMPLETED TO PERFORM TASKS IN HAZARDOUS AREAS.

2. Safety Meetings, Audits, and Training

- The unions agree to participate and co-sponsor project-specific safety training events on a frequency of not less than a quarterly basis for the duration of this project.
- Daily safety audits by *prime contractor* safety team.
- Periodic site safety audits by *prime contractor*. A written summary of the audit will be provided. Partnering employers must abate hazards upon notification of results of the audit.
- All employers will conduct a weekly safety audit and checklist, and submit to *prime contractor*.
- The MIOSHA CET job-site survey will include a walk-around at the project site and will provide a written summary as a result of the survey. CET will also review the most recent *prime contractor* audit and the corrective actions taken.
- Project statistics will be monitored, analyzed, trended, and presented on a monthly basis with specific recommended courses of actions if necessary. This does not preclude daily corrective actions from being directed.
- Tool Box Talks will be held with all employees on a weekly basis.
- A weekly safety meeting will be held with trade supervisors and union stewards/committee members to discuss relevant safety issues and concerns. Meeting minutes will be generated and distributed to all subcontractors on the project.
- Safety issues will be discussed at the weekly progress meeting with all subcontractors.
- Based on the results of site audits, *prime contractor* will conduct periodic safety and health training for partnering employers' supervisor(s) and employee(s).
- MIOSHA CET may be contacted for possible assistance in training. Partnering employer participation is required to garner the benefit of the MIOSHA CET resource.
- MIOSHA CET may conduct up to one job site survey per year during the course of the project. Frequency will be determined upon benefit to the project workforce. The surveys will be conducted during times when peak activity is taking place on the project, if possible.

3. Safety Awareness, Monitoring and Posting

- A project safety orientation is required for all craft workers on the job which includes a project site orientation, project-specific safety video, testing at the completion of the session, and signed worker acknowledgement.
- A graduated scale for safety awareness for new workers will be implemented at the project for a minimum of one week.
- Safety pamphlets, signs, banners, vests and hard hat stickers promoting a safe work site shall be provided by prime contractor.
- A disciplinary action policy will be strictly enforced as part of the *prime contractor* Site-Specific Safety and Health Program.
- Jobsite statistics are to be posted and distributed to all parties involved.
- A project safety board will be located at the entrance to the jobsite or other high foot traffic area.
- Safety suggestion boxes will be provided to allow for employee anonymity suggesting increased safety awareness and positive change.

IX. STAKEHOLDER INVOLVEMENT

The MIOSHA Leadership, *prime contractor* and project leadership, partnering unions, and the partnering employers of the *name of project*, have developed this agreement to promote a safe work place. Involvement, input, and participation by all partners' and stakeholders will be key to the success of this partnership.

The Supporting Partners' involvement will be limited to their endorsement of and approval for this partnership to proceed. It is not anticipated nor is it expected that the Supporting Partners will be responsible for the elements listed within this partnership agreement.

X. MIOSHA INSPECTIONS

This partnership does not preclude employees and/or employers from exercising any right provided under the MIOSH Act (Act 154 of 1974, as amended), nor does it abrogate any responsibility to comply with the Act. MIOSHA inspections to investigate employee complaints, referrals, serious injuries or fatalities, and National or State emphasis programs are also not precluded by this agreement. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency policy and procedures.

1. MIOSHA will conduct not more than one (1) programmed compliance inspection annually during the course of the project.
2. MIOSHA programmed compliance inspections will focus on Strategic Plan and serious hazard issues including the following:

- a) Fall hazards
 - b) Electrical hazards
 - c) Caught between/crushed by hazards
 - d) Struck by hazards
 - e) Lifting and rigging hazards
 - f) Confined space hazards
 - g) Noise hazards
 - h) Air contaminant hazards
3. The focus areas listed in a) through h) above would be addressed through review of applicable standards, rather than separately created protocols.
 4. MIOSHA would agree to not issue citations for violative conditions determined to be of an “other than serious” nature at the time of the inspection, if abated by the closing conference of the inspection.
 5. Complaints and referrals will be handled in accordance with established MIOSHA procedures. However, complaints and referrals deemed to be of an “other-than-serious” nature will typically be handled by letter or phone/fax procedures.
 6. MIOSHA’s discretion to investigate employee complaints, serious injuries or fatalities, and National or State emphasis programs is not precluded by the agreement.

The partnering employers of this agreement agree to facilitate the inspection process by providing MIOSHA staff access to the worksite injury and illness reports related to the focus areas listed in number 2 above. The MIOSHA compliance officer will review the record keeping information, conduct a walk through inspection, and interview workers in accordance with MIOSHA inspection policy and procedures.

XI. VERIFICATION

Verification of health and safety progress is a multi-step process, which may include but not limited to:

- Data collection and analyses.
 - Monthly and annual project reports provided to MIOSHA.
 - MIOSHA compliance inspection(s).
 - MIOSHA CET site surveys.
1. All partnering employers remain subject to MIOSHA inspections and investigations in accordance with established agency procedures.
 2. All partners’ employees and/or employee representatives will be involved in verification inspections as required. At a minimum, the inspection procedures outlined above (Section X.) must afford employees all statutory rights pertaining to participation in inspections.

3. Partners may use internal resources or private consultants to conduct worksite assessments. However, this does not take the place of MIOSHA focused compliance inspections.

XII. ADVANTAGES

Advantages will include focused inspections for construction partnerships. The focused inspection should result in shorter inspections. For MIOSHA, this partnership will demonstrate proactive measures in providing safety and health workplace strategies. Furthermore, MIOSHA should also benefit from leading edge technologies, health and safety research, and the identification of emerging issues generated at the *name of project*. The *name of project* can also be used as a pilot for MIOSHA to spread this concept to other construction companies. Finally, all parties should benefit from positive collaborative information relative to the partnership and whenever health and safety problems are identified and resolved.

XIII. KNOWLEDGE AND TECHNOLOGY TRANSFER

Upon request of MIOSHA, representatives of *prime contractor* may participate in discussing the aspects of the comprehensive partnership with committees and at conferences, on general safety and health topics and on specific safety procedures that were used to further health and safety on the *name of project*. This agreement will continue these actions and expands others such as alerts on new health and safety issues that may occur during the construction process on the job. *Prime contractor*, partnering unions and employers may also be asked to review and or pilot applicable proposed MIOSHA safety and health standards/guidelines and provide an evaluation to other stakeholders which, among other things, assesses the cost benefit of utilizing the proposed MIOSHA standards/guidelines.

XIV. EVALUATION REPORT

A self-assessment report that gauges the effectiveness of the MIOSHA partnership will be completed by the Prime Contractor every three (3) years or at the completion of the project, whichever is first. This assessment will be completed using the MIOSHA Partnership Evaluation Report format.

XV. INITIATION AND TERMINATION OF AGREEMENT

The partnership agreement is effective on the date of signing and will be in effect for the duration of the project (or three (3) year maximum). At least six months prior to the termination of the agreement, the parties will meet to confer and to evaluate the partnership successes and deficiencies (and possible extension). Without regard to project duration, any of the parties can terminate the agreement within thirty days after notification of the parties of a change in conditions or irreconcilable differences.

XVI. ACCEPTANCE OF AGREEMENT

The provisions and acceptance of this agreement identified herein shall not modify any legal or contractual rights and remedies. Additionally, collective bargaining, union agreements, and jurisdiction shall not be modified by this partnership. All affected unions must be supportive of this Comprehensive Partnership to move forward. Labor organizations must be signatories to the partnership agreement or, alternatively, must indicate in writing their willingness for the partnership to proceed but waive their opportunity to be a signatory.

Acceptance of the terms of this agreement may be accomplished by executing this Agreement. No modification of the terms of this Agreement shall be valid unless MIOSHA and *prime contractor* agree to such modifications in writing.

Accepted

Michigan Occupational Safety and Health Administration (MIOSHA)

Authorized Signature

By: _____
Martha B. Yoder

Title: Director

Date: _____

Accepted

Prime Contractor (more than one can sign)

Authorized Signature

By: _____

Title: _____

Date: _____

Accepted

Main Union Council (more than one can sign)

Authorized Signature

By: _____

Title: _____

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Date: _____

Accepted

Individual Trade Unions

Authorized Signature

By: _____

Title: _____

Date: _____

Accepted

Individual Subcontractors

Authorized Signature

By: _____

Title: _____

Date: _____

APPENDIX C

PERFORMANCE MEASURES

To effectively measure progress, performance measures derived from program goals and objectives must be established. This process is a critical success factor for meeting stated objectives. Establishing well-defined performance measures enables the assessment of the partnership's success at achieving the desired improvements to the workplace safety and health management system at participating sites. In addition, good measures form the basis for an objective and systematic analysis of the results, impact, or effects of the partnership. Several steps are involved in establishing performance measures, including selecting meaningful performance measures, establishing baseline data, and collecting data to measure progress. Each of these steps is discussed in this section.

SELECTING PERFORMANCE MEASURES

Preferably in the initial agreement or at a minimum at the outset of the partnership, the partners must identify the specific measures or indicators that will be tracked to assess progress toward achieving the partnership goals. Participants in a partnership should analyze their agreement's goals and determine the most useful performance measures to track progress. The selected measures should be reasonable and not overly burdensome so that participants have the logistical and administrative capacity to track the data. To develop the most effective performance measures, feedback from all participants should be obtained prior to making decisions. The views and opinions of the individuals directly responsible for collecting data and tracking the measures may serve as an invaluable technical resource for developing the most suitable partnership strategies.

Attributes of Good Performance Measures

Good performance measures for a partnership should be balanced to address all of the key goals of the agreement. Partnership performance measures should be meaningful and focused to include useful and relevant metrics. Measurements that are data-rich but lack insight have very limited value for developing prudent solutions. The measures should provide substantive information concerning the status of the specific strategic focus of the partnership. Other attributes of good performance measures include:

- Measurements should be valid and reliable. Validity speaks to the accuracy of a measurement. Reliability means the data can be replicated. For example, if the number of employee injuries is being tracked, a valid result is a number that is accurate within a narrow range. A reliable result is one that can be repeated if the measurement is recalculated.
- Measures should be flexible, considering a variety of sources and means.
- Measures should be practical, that is, time-and cost-effective to obtain.

Types of Performance Measures

Performance measures are quantitative and qualitative data used to evaluate a partnership's effectiveness. A mandatory quantitative measure for all partnerships is the workplace injury and illness rates. The Partnership Evaluation Report found in [Appendix A](#) contains the minimum data that must be tracked and reported. Development of performance measures linked to these quantitative evaluation criteria is recommended. Below is a non-exhaustive list of some other quantitative and qualitative performance measures that may be useful to assess programs of a partnership agreement:

- Number of job safety analyses conducted.
- Exposure assessment data.
- Number of employee complaints.
- Breadth of training delivered.
- Level of employee knowledge before, immediately after, and 6 months after training.
- Number of worksite audits.
- Number of hazards identified and abated.
- Number of root cause analyses conducted.
- Improved employee productivity.
- Increased employee involvement.
- Number of safe actions demonstrated in the workplace.
- Enhanced communication between management and employees.
- Number of best practices developed.
- Number of safety and health initiatives.
- Number of SHMSs developed and fully implemented.

The table below provides several examples of performance measures tied to partnership goals and strategies:

<i>Goal</i>	<i>Strategy</i>	<i>Measures/Products</i>
1) Identify and communicate an effective process to develop and implement successful ergonomic programs and guidelines.	a) Develop a written process to address ergonomic hazards in the workplace.	i) Number of sites where ergonomic process has been effectively implemented. ii) Number of training courses/people trained in process. iii) Awareness survey of employees.
2) Reduce the incidence and severity of Musculoskeletal Disorders (MSDs) at participating facilities.	b) Develop an ergonomic protocol to assist in assessing compliance with General Duty Clause requirements.	iv) Baseline of MSD cases. v) MSD cases involving day(s) of restricted work activity. vi) MSD cases involving day(s) away from work. vii) The number of MSD-related surgeries. viii) An annual comparison of these incidence and severity criteria to the baseline numbers.
3) Increase the number of sites eligible for and participating in the MVPP.	c) Use the MVPP report format to assess baseline status of sites. d) Develop annual strategies to address deficiencies noted in baseline and subsequent annual evaluations.	ix) Number of sites applying for MVPP. x) Number of sites accepted for participation.
4) Increase the number SHMSs developed and implemented by subcontractors at this site.	e) Use the 512 report to self-assess baseline status of each subcontractor's SHMS f) Develop strategies to address common deficiencies noted in baseline evaluations.	xi) Number or % of subcontractors with fully implemented SHMSs Xii) Number or % of subcontractors with improved SHMSs

ESTABLISHING A BASELINE

Once performance measures have been selected, baseline data must be established. To effectively measure progress and improvement, baseline data is established at the beginning of a process for comparison with new data. If historical data is available, it can be used as the baseline. The baseline is usually derived from the most recent one-year period, or a shorter time frame, if available. If no data is available, industry averages can be used. Otherwise, data will need to be collected to establish the initial baseline information. For example, if a partnership goal is to reduce the number of employees exposed to silica, useful baseline information would include the average number of documented workplace exposures for a specified period of time, or the information available in OSHA Information System (OIS) or Integrated Management Information System (IMIS) on exposure rates for the industry. The baseline data will serve as a starting point from which partnership results will be gauged.

COLLECTION DATA

Data must be collected and then analyzed for each performance measure to determine if and how well goals are being met. Data collection should be based on pre-determined definitions. These definitions need to be universally understood by all partnership participants. Data collected within a common framework of understanding can be easily compared and analyzed, allowing subsequent evaluations to be consistent.

Performance Measures Worksheet

Goal	Strategy	Measures/Products	Baseline	Data Collection Method

APPENDIX D

SUMMARY OF CORE ELEMENTS MIOSHA PARTNERSHIPS FOR WORKER SAFETY AND HEALTH	
SITUATION ANALYSIS	<ul style="list-style-type: none"> Analyze each situation to determine if partnership is an appropriate approach.
IDENTIFICATION OF PARTNERS	<ul style="list-style-type: none"> Give priority to partnerships that support MIOSHA’s Strategic Plan and make the most effective use of MIOSHA resources. The primary partners in a MIOSHA partnership normally will be with an individual employer, employees, and/or their representatives. Partnerships can also be developed with a group of employers, employees and/or their representatives. In addition to the employer(s) and their employees/representatives, a partnership may also include other stakeholders as appropriate. MIOSHA partnerships normally should involve employers and employees and their representatives in high-hazard workplaces or other workplaces with prevalent types of injuries/illnesses. MIOSHA may encourage partners, or partners may proactively seek a partnership with MIOSHA.
GOAL	<ul style="list-style-type: none"> A clearly defined goal statement identifies the issues, expected program impact, measures to gauge success time frames, and MIOSHA resource needs.
LEVERAGING	<ul style="list-style-type: none"> Leveraging enables a partnership to maximize the return on MIOSHA’s commitment of resources. During initial stages, MIOSHA may need to expand its commitment of time and resources. Increasing impact while limiting agency resource expenditures is long-term goal of partnership leveraging.
SAFETY AND HEALTH MANAGEMENT SYSTEMS	<ul style="list-style-type: none"> Employer partners in partnerships must have/agree to have an effective, safety, and health management system. Partnerships may require safety and health management systems be established.
EMPLOYEE INVOLVEMENT/RIGHTS	<ul style="list-style-type: none"> Employee involvement in the initial formulation of a partnership agreement is required. At unionized sites, the exclusive representative(s) must be involved as early as possible in the development and implementation of a partnership. When safety and health management systems are required by a partnership, employers must demonstrate a high level of employee involvement in their worksite programs. Partnerships must explicitly safeguard employees’ exercise of their rights under the MIOSH Act and MIOSHA regulations and policy.
STAKEHOLDER INVOLVEMENT	<ul style="list-style-type: none"> Partnerships should involve all appropriate stakeholders whose input and participation are important to the program’s success.
MEASUREMENT SYSTEM	<ul style="list-style-type: none"> Partnerships must have a results-focused measurement system, developed at the program’s outset. The measurement system must include activity intermediate, and outcome measures.

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<p>MIOSHA ADVANTAGES</p>	<ul style="list-style-type: none"> • Partnership advantages must correspond to the participating employer’s level of effort and success in providing safe and healthful working conditions. • Possible advantages include: <ul style="list-style-type: none"> ○ Outreach, assistance and training. ○ Priority for CET services. ○ Programmed inspections that focus on the site’s most serious hazards on construction projects. ○ Agreement to provide positive publicity. ○ A MIOSHA lead division will be identified to be involved in partnership development. ○ MIOSHA should provide appropriate technical assistance. ○ The partnership may choose to employ private consultants to provide technical assistance.
<p>VERIFICATION</p>	<ul style="list-style-type: none"> • In partnerships, verification inspections conducted by MIOSHA are required for a percentage or number of partnering employers, or worksites. • Protocols must afford employees all statutory rights pertaining to participation in inspections.
<p>MIOSHA INSPECTIONS</p>	<ul style="list-style-type: none"> • In all partnerships, partnering employers remain subject to programmed and unprogrammed inspections. • Partnerships may offer focused inspections on construction projects. • A programmed inspection may be unnecessary if MIOSHA has conducted a verification inspection in accordance with the approved partnership protocols within the last 12 months.
<p>EVALUATION</p>	<ul style="list-style-type: none"> • All partnerships must be evaluated, normally at one-year intervals.
<p>TERMINATION</p>	<ul style="list-style-type: none"> • Language is required specifying the proposed term of a partnership and the circumstances that will trigger a termination.

APPENDIX E
 MONTHLY REPORT

Company Name

Project Name

Month/Year



MONTHLY REPORT

Incident Types	Number of Cases			Project Goal	Rates	
	Current Month	Year to Date	Project to Date		Year to Date	Project to Date
OSHA Recordable Incidents				0		
DART Incidents				0		
Lost Time Incidents				0		
Near Misses				0		

OSHA Recordable Incidents by Category:	Current Month	Year to Date	Project to Date
Fall (e.g., floors, scaffold platforms, roofs, ladders, holes)			
Struck By (e.g., falling objects, vehicles, projectiles)			
Caught in/Between (e.g., cave-ins, unguarded machinery, equipment)			
Electrical (e.g., overhead power lines, power tools/cords, outlets, wiring)			
Other (e.g., cuts, burns, sprains, and other items not covered above)			

Employment Information:	Current Month	Year to Date	Project to Date
Average Daily Number of Employees (Full Time Employees)			
Total Hours Worked by Employees			

Project Safety Activities:	Current Month	Year to Date	Project to Date
Safety Orientations Completed			
Toolbox Talks, Pre-task Plans, etc.			
Inspections			
Disciplinary Action Taken			
Medical, Fire, or Other Emergencies			
Other Unique Goals *Please describe in the space below			

Training & Safety Events:

MIOSHA-ADM-04-1R4
September 2, 2015
Partnerships for Worker Safety and Health

Safety Innovations/Best Practices:

Project Progress:

Unique Goals (optional):

Incident Details:

Please insert one or two photos

APPENDIX F

MIOSHA PARTNERSHIP EVALUATION REPORT

Name and Address of Partnership:

Lead MIOSHA Division:

Name of Evaluator:

Evaluation Period (e.g., month/year to month/year):

MIOSHA-300 Log Rates (TCIR and DART) - averages for all partnership worksites included in the evaluation.

Other partnership measurement data:

Analysis/explanation of changes in rates and other data:

Impact of partnership: Describe the impact of the partnership in terms of improvements to baseline measures, number of sites and employees affected, and other successes, e.g., training conducted. Cite concrete results, including improvements in injury and illness and lost workday average rates for the partnership and any other data measurements being collected by the partnership.

Significant changes in the partnership over the past year (e.g., additional partners, new stakeholder involvement, and new activities begun during evaluation period.)

Partnership challenges/concerns:

Plans to improve partnership:

Recommendation: Should partnership be continued or terminated?

Success Stories:

APPENDIX G

[SURVEY PREVIEW MODE] MIOSHA Construction Partnership Survey

Page 1 of 4



MIOSHA Construction Partnership Survey

Thank you for your participation on a MIOSHA Partnership! The overall goal of the Partnership Program is to encourage the development of a strong safety and health culture in the workplace. This information will help us to improve the MIOSHA Partnership Program. Your feedback is important!

Please take a few moments to complete the following survey regarding your partnership experience.

*** 1. Please enter your MIOSHA Partnership Project name.**

*** 2. Please select your job title:**

- Owner
- Project Manager
- Superintendent
- Foreman
- Health and Safety
- Employee Representative (Union)
- Employee/Tradesperson
- Vendor
- Other

3. Compared to other projects you have worked on, how would you rate the safety climate for this partnership project site?

- | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Excellent | Better Than Average | Average | Below Average | Poor |
| <input type="radio"/> |

Comments

4. Did this partnership generate more collaboration between the contractors and workers with regards to health and safety?

- Yes
- No

Comment

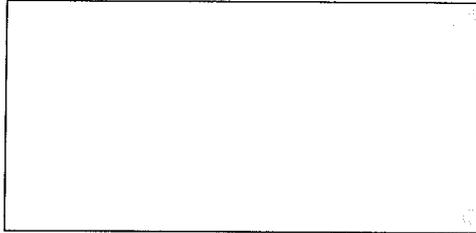
5. Please rate the amount of time spent with MIOSHA staff during this partnership project. This includes steering committee meetings, training sessions, walk-arounds, etc.

- | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|
| Too Much | Just Right | No Opinion/Neutral | Not Enough |
| <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> |

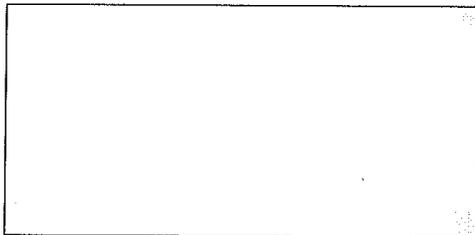
6. The MIOSHA staff involved with this partnership were...

- | | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|---|
| Excellent | Good | Average | Below Average | Poor | I never saw a
MIOSHA
Representative |
| <input type="radio"/> |

Additional comments on on the involvement of MIOSHA staff



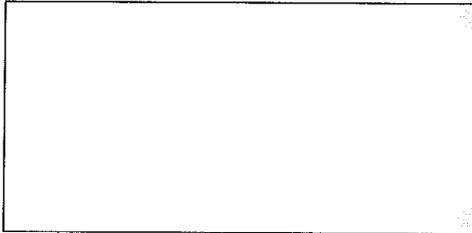
7. Were there any negative issues that you experienced specifically related to your participation in this partnership?



8. Do you feel that this MIOSHA Partnership was successful? If so, what made it a success? If no, what made it a failure?

- Yes
- No

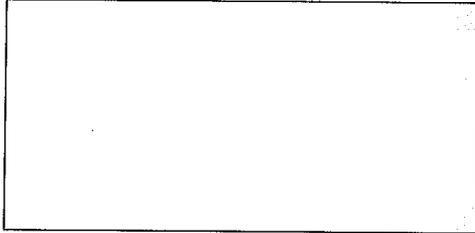
Comment



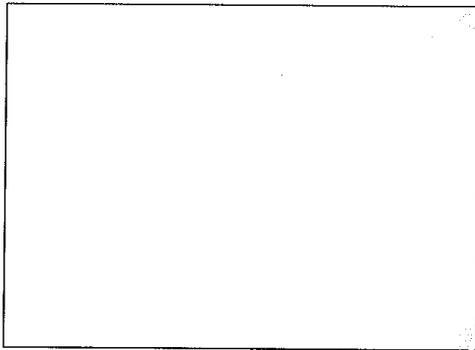
9. Based on your experience with this MIOSHA Partnership project, would you participate in another MIOSHA Partnership?

- | | | | | |
|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Very Interested | Somewhat Interested | Maybe | Probably Not | Not Interested |
| <input type="radio"/> |

10. What recommendations do you have to help improve future MIOSHA Partnerships?



11. Please add any additional comments or suggestions regarding the MIOSHA Partnership program.



Done

Powered by **SurveyMonkey**
Check out our [sample surveys](#) and create your own now!

APPENDIX H

INITIAL SCREENING PROCESS

The Division Partnership Manager shall be responsible for performing the initial screening process for all potential partnerships. This includes a review of the following information.

- Scope of the project
 - Basic overview of the project
 - Type of project: road, commercial, residential, municipal, demolition, etc.
 - Unique hazards or operations
- Time frame of the project
 - Is their sufficient time to draft the partnership agreement
 - Are their different phases
 - Does the time frame allow for a meaningful partnership with MIOSHA, affected contractors, and employees
- Review MIOSHA's role in the partnership
 - Does the partnership fit with [MIOSHA's Strategic Plan\(s\)](#)
 - Review the vetting process
 - 2 vetting processes involved
 - Initial and final (2-weeks prior to signing)
 - Determine if Level 1, 2, or 3 Partnership
 - Enforcement and CET activities
 - Responsibilities of the Partnership Lead
 - Overview of the written partnership agreement
- Identify what the contractor is looking to achieve through participation in the partnership
 - Unique challenges and/or opportunities that can benefit the industry and MIOSHA
- Is there "Buy In" by all contractors at the site (signatories)
- Any non-signatories
 - Property owners
 - City/County/State/Federal Agencies or Representatives
- Ensure the contractor has sufficient manpower/resources available for participation in the partnership
- Determine if there is a basic comprehension of MIOSHA rules and regulations that relate to the potential partnership

APPENDIX I

NOTIFICATION OF A POTENTIAL PARTNERSHIP
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MIOSHA

MIOSHA Contact Person:

Date of Initial Discussions:

Anticipated Timeframe for Signing:

Employer(s) Interested in Partnership:

Company Address:

Company Federal ID Number:

Job Site Address (if appropriate):

Labor Organizations Involved:

Employer Size (number of workers anticipated for project):

Description of Project:

**Distribution: MIOSHA Administration, Division Directors, CSHD Partnership
Coordinator**

APPENDIX J

SAMPLE CLOSE LETTER

Date

Mr./Ms.
Company
Address
Address

Dear Mr. /Ms.:

On behalf of Michigan Occupational Safety and Health (MIOSHA), I would like to express our appreciation for partnering with us on the (Insert Project.)

The (company name) and the other partnering (companies/contractors) on this project demonstrated their commitment and hard work in creating and maintaining a safe and healthy workplace for their employees. This project logged over (xxxxx) man hours with (#) lost time injuries and (#) MIOSHA recordable injuries! This is truly a success story we are all very proud of.

Your participation in this partnership has proven your commitment to developing and implementing a “Best Practices” approach to worker health and safety. This further demonstrates that, through design and implementation, a strong safety culture adopted by both employees and management can support the “Quality of Life” for a project by ensuring that “everyone goes home the way that they came to work.” The vision of an injury-free workplace was supported, motivated, and inspired by the trades-people and their representation on this project.

I wanted to especially thank you for your work and dedication in making this partnership so successful. Your personal support and interest in the safety and health of your employees is recognized and appreciated. I am looking forward to working with you on future projects.

Sincerely,