

# **STRATEGIC PARTNERSHIP**

**Between the**

**OCCUPATIONAL SAFETY  
AND HEALTH ADMINISTRATION  
(OSHA)**

**&**

**THE STRUCTURE TONE  
ORGANIZATION  
(STO)**



**PARTNERSHIP**  
An OSHA Cooperative Program

## **1. IDENTIFICATION OF PARTNERS**

This strategic partnership will heighten the visibility of OSHA at Structure Tone Organization (STO) projects, as well as continue to nurture a cooperative relationship. The partners in this program include:

- Structure Tone Organization (STO) companies:
  - Structure Tone, Inc. / Affiliate Companies
  - Pavarini-McGovern, Inc.
  - Pavarini (NE), Inc.
  - Pavarini (SE), Inc.
  - Constructors and Associates, Inc.
- The Occupational Safety and Health Administration (OSHA).

Participants will also include Structure Tone subcontractors while performing work at the projects listed in Appendix A.

## **2. PURPOSE AND SCOPE**

The hazards associated with the construction industry are well documented. These hazards increase in complexity in typical multi-story or large complex interior renovation type projects. The Structure Tone organization (STO) supports the efforts of OSHA towards the reduction and/or elimination of these hazards and recognizes the importance and value of leadership commitment in this regard. To facilitate OSHA's goal of reducing occupational-related fatalities and serious injuries in the construction industry, OSHA and STO agree to the joint implementation of this partnership at all projects named in Appendix A.

The Structure Tone organization is a worldwide construction services leader delivering a wide range of projects on time, within budget at the highest levels of safety and quality. With over 1,450 construction professionals on staff in offices throughout the United States and abroad, Structure Tone provides its clients with a uniform standard of performance and quality regardless of a project's location. Primary projects include but not limited to core and shell base building, mission critical data centers, education facilities and financial institutions. These projects typically impact hundreds of sub-contractors and thousands of workers annually.

### 3. GOAL, STRATEGIES AND MEASURES

Through this partnership, STO will strive to reduce injuries and illnesses for STO and subcontractor employees at participating project sites through the effective implementation and use of a safety and health management system (SHMS)\*.

<b>Goals</b>	<b>Strategies</b>	<b>Measures</b>
1) Reduce Total Case Incidence Rate (TCIR) and Days Away Restricted, Transfer Case Incidence Rate (DART) by 3% each year.	<ul style="list-style-type: none"> <li>a) Develop a system to track and address incidences related to falls, electrical, caught-between and struck by hazards.</li> <li>b) Implement a SHMS consistent with Appendix B.</li> </ul>	<ul style="list-style-type: none"> <li>i) Total employers and employees hours (STO and subs).</li> <li>ii) Total case injury and illness rates.</li> <li>iii) % of participating sites with an effective SHMS based on criteria in Appendix B.</li> </ul> <p><b>NOTE:</b> STO will utilize 2007 year-to-date data as initial baseline for statistical purposes.</p>
2) Improve SHMS for sub-contractors at partner sites	<ul style="list-style-type: none"> <li>a) Develop criteria for a model contractor SHMS</li> <li>b) Provide safety and health training and educational materials to all on-site contractors.</li> </ul>	<ul style="list-style-type: none"> <li>i) Number/% of contract employees trained.</li> <li>ii) Number of training sessions per site.</li> <li>iii) Total training hours per site.</li> <li>iv) Number/% of subs (per project) that implemented or improved their SHMS.</li> </ul>
3) Develop safety and health outreach tools and/or hazard awareness material for Hispanic workers.	<ul style="list-style-type: none"> <li>a) Develop tools to include but not limited to: bi-lingual project signage, bi-lingual orientation, bi-lingual tool box talks and subcontractor support utilizing bi-lingual foreman and supervision.</li> </ul>	<ul style="list-style-type: none"> <li>i) Number of training sessions in Spanish.</li> <li>ii) Total training hours in Spanish.</li> <li>iii) Summary of training evaluations prepared by sub contractors.</li> </ul>

\* A safety and health management system (SHMS) is an organized or established procedures that involves all employees in reducing or eliminating injuries and illnesses in the workplace.

#### **4. PARTNERSHIP EVALUATION**

An annual evaluation will be conducted by OSHA, with input from its partners, to assess progress toward the partnership goals. The evaluation shall be conducted on the anniversary date of the signing, and will address the goals, strategies, and measures listed in Section 3. The evaluation will be consistent with the latest annual partnership evaluation format provided in Appendix C of the OSPP Directive, CSP 03-02-002.

#### **5. PARTNERSHIP BENEFITS**

OSHA will provide benefits to STO and participating subcontractors for work performed where STO has control over the work environment, i.e., STO serving as the general contractor. Work performed at projects listed in Appendix A that receive an OSHA onsite enforcement verification will receive the following benefits:

- In an instance where a citation is issued and when calculating initial penalty reduction, OSHA may provide an additional 10% reduction for good faith beyond the reductions provided in the FIRM where STO, in implementing the OSP, has taken specific significant steps beyond those provided in the FIRM to implement the Act and achieve a high level of employee protection (see FIRM, Chapter IV.C.2.i.5 [b]). This additional reduction will not apply to high gravity serious, willful, failure to abate or repeat citations. In cases where STO's total penalty reduction is 100 percent or more, the minimum penalty provisions of the FIRM will apply (see FIRM, Chapter IV.C.2.b).
- Upon completion of a comprehensive OSHA onsite enforcement verification visit, the STO projects listed in Appendix A may be deleted from the programmed inspection list for up to one year. This deletion from inspection will not apply to work at projects not specifically identified in the partnership.
- Technical assistance and guidance as resources allow.
- Project sites listed in Appendix A will be given priority consideration for technical assistance and guidance as resources allow.

## **6. VERIFICATION AND OSHA INSPECTIONS**

### **Onsite Enforcement Verification**

For those project sites listed in Appendix A, the appropriate OSHA Area Office will conduct an inspection of each participating project in an enforcement capacity and may issue citations and penalties. Enforcement inspections are performed in accordance with the applicable sections of the FIRM. In addition to traditional enforcement issues, the inspection should assess the partner's progress in meeting the requirements of the Partnership agreement. During verification enforcement inspections, OSHA will follow the guidelines for a focused inspection as found in the "Guidance to Compliance Officers for Focused Inspections" of August 22, 1994 and Revision 2 of September 20, 1995.

As resources allow, OSHA will attempt to conduct enforcement verification inspections within 90 days of the effective date of this Partnership Agreement and annually thereafter.

### **Offsite Verification**

Projects considered for offsite verification visits will be performed by the local OSHA Area Office, at their discretion, through the Partnership Management Team (PMT). Without actual entry to the worksite, offsite verification will include a review of partnership data, reports, and records. Documentation will be reviewed to determine whether partners are implementing the provisions of the Partnership agreement. The documentation for review will be selected by the PMT and will relate to the goals, objectives and stated measures of the agreement. Examples include injury and illness data, training course agendas and rosters, results of surveys, or results of self-audits. This review will be conducted to coincide with the annual partnership evaluation (Section 4).

### **OSHA Unprogrammed Activities**

This Partnership Agreement does not diminish OSHA's authority to conduct unprogrammed inspections of fatalities, catastrophes, complaints or referrals. If citations are issued as a result of an inspection, OSHA may conduct a follow-up to verify abatement.

## **7. PARTNERSHIP MANAGEMENT**

A Partnership Management Team (PMT) will be formed to facilitate the direction and management of the Partnership. The PMT will consist of the following STO and OSHA representatives:

- OSHA National Office representation from the Directorates of Cooperative and State Programs and Construction
  
- OSHA Regional and/or Area Office staff
- STO corporate and field representatives

Other representatives may be asked to participate as needed to provide technical assistance.

The PMT will perform a variety of activities to facilitate the success of the Partnership, including:

- Determine Partnership procedures
- Hold quarterly conference calls
- Track, analyze, and share information on Partnership activities and results
- Meet at least annually to jointly evaluate the effectiveness of the Partnership. The evaluation will be due annually on the effective date of the Partnership, and will follow the written format listed in the OSHA Directive on Strategic Partnerships, Appendix C
- Add future participant sites with at least 12-months remaining before completion
- Ensure that issues and concerns, as well as best practices and successes, are appropriately communicated

**Prior to enrolling a new project into the partnership:**

**STO will:**

- Notify the National OSHA Office and the Partnership Implementation Team of an upcoming construction project.
- Review subcontractors' safety and health plans/program.
- Document subcontractors' safety / designated competent person.
- Inform subcontractors of the OSHA Strategic Partnership.
- Inform all subcontractors of the project safety and health management system requirements, roles, and responsibilities.

**OSHA will:**

- For project sites listed in Appendix A, the appropriate Area Office will conduct an onsite enforcement verification inspection and will provide resources, when available.
- For project considered for offsite verification (to be determined locally), the appropriate Area Office will conduct an initial "Meet and Greet" via conference

call where no prior contact with the site has been made; participate, as needed and as resources allow, in initial site safety and health meetings.

- The Area Office will communicate any issues or concerns with the Partnership Management Team for quick resolution.

## **8. ROLES AND RESPONSIBILITIES**

### **OSHA will:**

- Provide technical assistance, including interpretations of OSHA standards, both on and off site, as resources allow, in reviewing the STO site-specific safety and health management system.
- Help identify, through the review of OSHA 300 data and/or site accident reports, the primary causal factors in injuries and illnesses, in particular the four top hazards and provide technical assistance as required to assist in the hazard correction.
- Provide access to training, as resources allow, including available OSHA Training Institute Courses and information on other available sources for training.
- Participate in STO training sessions and meetings, as resources allow.
- Provide, as required and available, outreach information and assistance during initial implementation, as resources allow.
- Take steps to ensure OSHA staff who conduct inspections of partnership sites are familiar with the terms and scope of this Partnership.
- Promote the partnership and recognize successful completion of milestones and accomplishments.

### **STO will:**

- Provide OSHA with opportunities to announce and publicize agency information related to construction safety and health.
- Prepare a monthly safety report that will include information as outlined in the partnership goals, strategies, and measures. Results will be forwarded to OSHA on a quarterly basis.
- Ensure that each participating project is staffed with a safety and health representative that will also be the primary partnership contact for that project. This individual shall ensure that the site is following the requirements of the partnership agreement.
- Ensure that project-specific safety and health orientation training is given to employees and new hires to fit each subcontractor's particular circumstances and situations. Appropriate training will also be provided to all supervisors to ensure proper implementation of the project(s) safety and health management system.
- Document evaluations and provide to OSHA upon request.
- Provide leadership, guidance and a positive example to subcontractors, and associates.



- Encourage employee involvement in the day-to-day implementation of work site safety and health programs through the project safety and health committee.

#### **Contractually Obligated Participating Subcontractors will:**

- Conduct and document safety and health training by, or under the direction of, a competent or qualified person. Training will integrate safety and health requirements with upcoming tasks. This shall be accomplished through “toolbox” meetings and “Job Safety Hazard Analysis” (JSHA).
- Periodically assess the results of training conducted to ensure effectiveness.
- Where workers do not speak English, provide training in the language understood by the worker.

### **9. EMPLOYER AND EMPLOYEE RIGHTS**

This partnership does not preclude employees and/or employers from exercising any rights provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

This partnership agreement fully endorses and recognizes the value of employee participation. The opportunity for employees to exercise their rights, which are guaranteed under the OSH Act, will not be infringed upon by this partnership agreement.

### **10. TERM OF AGREEMENT**

This Agreement will terminate on **February 19, 2010**, which is two years from the date of the signing. If either STO or OSHA withdraws their participation in this partnership prior to the established termination date, written notice of the intent to withdraw must be provided to the other signatories and the agreement is terminated.

OSHA may also terminate an individual partnership project participation at any time with written notice to both the site and STO. Additionally, the project may withdraw their participation from the partnership at any time with a written notice to OSHA of the intent to withdraw.



**11. SIGNATURES**

Signed this day, February 19, 2008

*For OSHA*

*For STO*

\_\_\_\_\_  
Name: Edwin G. Foulke, Jr.  
Title: Assistant Secretary

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Name: Robert Mullen  
Title: CEO, Structure Tone, Inc.

## Appendix A: Participating STO Sites

### Projects to Receive Onsite Enforcement Verification

Business Unit	Region	City	Name of Project	Status/Start	Completion (est.)	Est. Hours
Structure Tone, Bos	I	Boston	Bingham McLuchin	Started	September, 2008	125,000
Structure Tone, NY	II	New York	Metlife	December, 2007	January, 2009	400,000
Pavarini/McGovern, NY	II	New York	New York Law School	Started	March, 2009	450,000
Pavarini/McGovern, NY	II	New York	45 <sup>th</sup> Street Hotel	Started	April, 2009	500,000
Structure Tone, DC	III	Washington, DC	Washington Hotel	January, 2008	October, 2008	200,000
Pavarini (SE), Fla.	IV	Boca Raton	1000 Ocean	January, 2008	June, 2009	500,000
Pavarini (SE), Fla.	IV	North Miami	State School QQQ-!	December, 2007	December, 2008	225,000
Constructors	VI	Houston	Deloitte fit-out	January, 2008	December, 2008	225,000
Constructors	VI	Dallas	Bank of America (Data)	September, 2007	June, 2009	200,000

## **Appendix B: SAFETY AND HEALTH MANAGEMENT SYSTEM**

Each participating STO partnership project site will develop and/or implement a safety and health management system, following the requirements of 29 CFR 1926 as well as the OSHA 1989 Safety and Health Program Management Guidelines. Additional STO safety management requirements will be followed and include:

- A fall protection program will be implemented for employees exposed to fall hazards greater than six (6) feet above the lower level. However, exceptions may be made by STO when standards dictate otherwise.
- The use of GFCI's will be mandatory on all line-voltage electric tools and equipment.
- A site specific emergency action plan shall be developed for each participating partnership project. Periodic drills may be conducted to assure that the plan is effective.
- STO shall develop a comprehensive Safety and Health Management System which assures the dedication of adequate resources. The System shall contain hazard control programs, adopt the hierarchy of controls and stress the evaluation and use of engineering and administrative controls to control worksite hazards.
- STO will appoint a safety representative at partnership projects.
- STO will evaluate subcontractor safety and health performance prior to selection and periodically while on project sites to ensure that they meet established criteria. Each subcontractor will provide STO with their records of occupational injury and illness. Each subcontractor will comply with the Safety and Health Management System. Within 30 days of entering the Partnership, each project will conduct a meeting with all subcontractors to explain performance expectations and assure commitment. OSHA will be invited to attend this meeting. Positive reinforcement and assistance will be provided if a subcontractor is found to be deficient. STO and OSHA will provide resources as necessary and available to assist subcontractors with safety and health issues.
- At the end of each project phase, or not less frequent than annually, STO shall compile a report that audits and measures the successes of the Safety and Health Management System, makes recommendations and documents opportunities for improvement.