NEW MEXICO OSHA

NUCA of New Mexico

National Utility Contractors Association Zia Partnership

Between the
Occupational Health and Safety Bureau
New Mexico Environmental Department
&
National Utility Contractors Association of New Mexico

Purpose

The National Utility Contractors Association of New Mexico (NUCA of NM), and the Occupational Health and Safety Bureau of New Mexico (NMOSHA), also referred to as New Mexico OSHA, hereby commit to a cooperative partnership, the purpose of which is to foster, maintain and improve the safety and health conditions and requirements for New Mexico's construction workers and workplaces. The Parties signatory below, mutually commit and dedicate ourselves to this Agreement, particularly on behalf of New Mexico's working families, with a full realization that success in this endeavor will benefit all the people, the businesses and the political institutions of our state.

Goals

Our primary goals are as follows:

1. To provide leadership in creating a culture of full respect for the lives and sound health of New Mexico's construction workforce,

2. To continually seek better methods and technologies for reducing injuries, occupational illness, disease and fatalities in New Mexico's workplaces,

3. To foster and encourage the implementation and maintenance of best practice safety and training programs,

4. To foster and encourage the implementation and maintenance of effective safety program incentive and enforcement policies.

5. To focus primarily on the common job site hazards related to falls, electrocution, and accidental impact injuries,

6. To mitigate the negative economic impacts of workplace injuries, illnesses and occupational disease, including especially the cost of worker's compensation insurance, in so far as is possible.

Strategies
Our Primary strategies include:

1. To build partnerships and employer/employee relationships based on fairness, good faith and mutual respect, maintained through honest and open communication,

2. To continually strive to improve the science of workplace safety through the adoption of new technologies, and improved management practices,

3. To provide recognition for companies and workers which demonstrate a consistent, pro-active approach to safety and health program management.

Measurement Systems

1. The measurement system will use NMOSHA recordable injuries and illnesses to determine the total lost workday injury and illness rate for the participants and participant sites compared to the average for the construction industry in New Mexico and nationally.

2. Activity measures shall include the applicable number of construction workers trained. Intermediate measures will include the number of safety and health programs instituted and the number of participants in the partnership.

3. The total number of hazards documented during site inspections and corrected, in addition to a listing of improvements made to safety and health programs will be gathered.

4. Actions specific to NFPA 70E and work on live electrical, such as training records, PPE availability and use, and permits.

Employee/Employer Rights

1. The National Utility Contractors of New Mexico Zia Partnership Agreement does not affect the rights of employees under the OSHA Act and NMOSHA regulations.

a. Employee rights cited above include, but are not limited to, walk-around rights, the right to file complaints, rights to all pertinent safety and health program information including OSHA 300 logs and medical records.

b. The National Utility Contractors of New Mexico Zia Partnership Agreement supports maximum employee involvement in company safety programs, employer

self-audits, safety inspections, job hazard analysis, accident and near-miss investigation, review and evaluation.

2. The National Utility Contractors of New Mexico Zia Partnership Agreement does not affect the rights employers are guaranteed under the OSHA Act, including the right to appeal or contest violations issued by NMOSHA.

3. **Participation in the National Utility Contractors of New Mexico Zia Partnership** does not abrogate an employer's responsibility to comply with the rules and regulations adopted under the OSHA Act, and does not abrogate its responsibility to comply with commitments negotiated via separate agreements with NMOSHA.

Benefits

Zia Partnership Program benefits will be conferred annually. Subject to NMOSHA **Validation that all requirements have been met, participant's benefits will take effect on** April 1st and will expire on March 31st of the following year.

1. In recognition of their commitment to occupational safety and health, all Zia Partnership participants will receive certain benefits from NM OSHA. NM OSHA will:

   a. provide recognition of Zia Partnership participants on its web site;

   b. recognize Zia Partnership participants in its reports to federal OSHA; and

   c. prepare a certificate for Zia Partnership participants identifying the contractor and its level of participation.

2. Zia Partnership participants at the Silver level:

   a. will receive the benefits identified in Paragraph 1 of this section;

   b. will not receive citations for non-serious violations, provided hazards are abated at the time of inspection and verified by compliance personnel; and

   c. a contractor may not participate at the Silver level for more than two years.

3. Zia Partnership participants at the Gold level:

   a. will receive the same benefits as Zia Partnership participants at the Silver level, and

   b. in cases where a citation is issued, will be given maximum good faith, size and history penalty reductions outlined in the current NM OSHA Field Operations Manual (FOM).

4. Contingent on the successful conclusion of the NM OSHA validation, Zia Partnership participants at the Platinum level:

   a. will receive the same benefits as Zia Partnership participants at the Gold level;

   b. will be exempt from program planned inspections for the current year;

   c. will undergo non-program planned inspections only in response to reports of imminent danger, fatalities/catastrophes, signed formal complaints and referrals (when an unprogrammed inspection takes place, NM OSHA will provide a copy of the complaint, referral and any resulting actions to NUCA of New of NM for consideration by the Zia Partnership Verification Committee defined below);

   d. will be able to resolve most referrals via telephone, fax or email;

   e. absent cause, will be excluded from NM OSHA inspections conducted at a non-participant's job site; and

   f. Will be given special recognition by NMOSHA designating the contractor as a Platinum level participant in the National Utility Contractors Association of New Mexico Zia Partnership with the award of a Platinum banner. The banner may be displayed at appropriate job sites after a verification inspection is conducted by NMOSHA. The contractor displaying the Platinum banner will have exceeded minimal acceptable safety standards by demonstrating a pro-active approach to job safety. The same pro-active approach will then be consistently maintained in order to retain Platinum level status.

   g. Members may publicize their participation in the National Utility Contractors Association of New Mexico Zia Partnership through job site signs, advertisements and other appropriate means.

Program Participation – General Requirements

1. For each contractor wishing to participate in the National Utility Contractors Association of New Mexico Zia Partnership Program at the Gold, Silver or Platinum levels, NUCA-NM will provide NMOSHA a copy of the completed Partnership Participation Agreement.

2. The application consists of two parts. Part One will display performance data from the contractor's most current OSHA 300A. Part Two will consist of the applicants self-evaluation score for his/her safety and health program. The self-evaluation scores will be a factor for determining the participant's level. Silver level participants must show improvement and strive towards Gold level, and

Gold level participants must show improvement and strive towards Platinum Level by improvement in score of self evaluation.

Program Participation – Level Requirements

1. **Requirements for all applicants seeking entrance into the Silver Level:**

    a. A Signed Participation Agreement, a copy of the company's OSHA Form 300A for the last three years and completed and scored self evaluation form.

    b. A written safety program and policy written consistent with OSHA requirements, and specific for the contractor's scope of work.

    c. A signed letter of commitment to workplace safety from the company owner or senior management.

    d. Employee involvement in program is actively encouraged.

    e. Weekly safety meetings are routinely conducted.

    f. OSHA 300A and self-evaluation score that reflect a responsible approach to job site safety.

    g. Documented safety training for general workforce in the four-focused hazard inspection areas: a. falls from elevation, b. struck-by falling or other moving objects, c. crushed or pinched-in-between accidents, and d. electrical hazards.

    h. Assigned competent person(s); (i.e. authorized by contractor to identify and correct hazards), in the four focused inspection areas and who has a minimum OSHA 10-Hour Certification.

    i. **Support documentation is required for verification but will be maintained** by the contractor for review upon request by the National Utility Contractors Association of New Mexico Zia Partnership Verification Committee.

    j. A self evaluation score of at least 75

    k. Member must conduct monthly self-audit reports for each of its job sites reflecting a consistent practice of identifying and correcting hazards which will be kept by the member.

    l. Continuous improvement towards gold level.

2. **Requirements for all applicants seeking entrance into the Gold Level:**

   a. All requirements for Silver level plus

   b. All construction site supervisors with safety training equivalent to OSHA 10-Hour Certification

   c. A self-evaluation score of a least 130.

   d. Continuous improvement towards platinum level

3. **Requirements for all applicants seeking entrance into the Platinum Level:**

   Each member wishing to participate in the National Utility Contractors Association of New Mexico Zia Partnership at the Platinum level must provide NUCA of NM verification of the following criterion which will also be provided to NMOSHA, and demonstrate the following:

   a. All requirements for Gold Level plus

   b. A self-evaluation score of at least 175 for their current year.

   c. A recordable occupational injury and illness rate (total case per BLS formula) that is 25% below the most recent national average for the contractor's standard industrial specification code as determined by BLS.

   d. A copy of the completed National Utility Contractors Association of New Mexico Zia Partnership application, including a copy of the applicant's OSHA 300A.

   Additional Platinum level criteria will be verified by the National Utility Contractors Association of New Mexico Zia Partnership Verification Committee shall include:

   a. Contractor self-evaluation score of at least 175

   b. At least one active job site visit by representatives of the National Utility Contractors Association of New Mexico Zia Partnership Verification Committee

   c. Confirmation that the contractor's safety and health program includes OSHA 10-Hour certification for all site supervisors or foremen.

d. Confirmation that the contractor's safety and health program includes OSHA 30-Hour certification for superintendents with the training and ability to recognize and correct job site hazards.

e. Demonstration that site-specific hazards are routinely checked for in addition to routine hazards listed in the company safety program.

f. Evidence of employee involvement in such safety program activities as self-audits, site inspections, safety training, mishap and near-miss investigations.

g. Absence of willful violations or repeated serious violations in the prior three years.

h. Absence of fatalities or catastrophes in the prior three years that resulted in serious, willful or repeat citations related to the incident and

i. Platinum level participants should send a representative to participate in the NUCA of NM Safety Committee meetings at least 50% of the time.

j. Minimum OHSA 10 training in Spanish Language if company has Spanish speaking only employees.

OSHA Validation Procedures

1. NMOSHA will have the authority to validate information in the Zia Partnership Program applications of participants under the Zia Partnership Program in advance of benefits taking effect, and on a periodic basis thereafter, through job site visits and other means.

2. Information obtained by NMOSHA in connection with its Zia Partnership Program validation activities will not be used for compliance purposes and will not be shared with others, including other agencies of government.

3. Participants under the Zia Partnership Program retain the right to request the presence of their designated safety personnel in connection with NMOSHA validation activities at their job sites.

Zia Partnership Governance

1. Information submitted by contractors as part of their Zia Partnership Program application will be held in strict confidence by the Zia Partnership Program Committee. Note, however, that information normally provided for

purposes of an OSHA investigation would still have to be provided on request by OSHA.

2. Any Zia Partnership Program participant may terminate their participation at anytime by notifying the Zia Partnership Verification Committee NUCA-NM in writing.

Loss of Benefits and Termination of Participation

1. Zia Partnership Verification Committee retains the right to downgrade or terminate a member's participation under the Zia Partnership Program under the following conditions:

    a. Its validation activities reveal a significant deviation from participation criteria.

    b. The member is found to have falsified information on its Zia Partnership application or supporting records.

    c. The member's injury/illness rate rises above the national average.

    d. The member demonstrates a pattern of deficiencies evidencing willful disregard for the occupational health and safety of its employees.

2. The participant has 30 days to appeal the downgrade or termination.

3. A member's involvement in the Zia Partnership Program will be terminated by the NUCA of NM Verification Committee if it fails to maintain its status as a member.

4. A member's Zia Partnership Program achievement level shall not be transferable to another OSHA partnership program.

Zia Partnership Program Verification Committee

1. The NUCA of NM Zia Partnership Verification Committee will oversee activities under the Partnership. The Partnership Committee will include an occupational safety and health representative from designated NUCA member companies participating in the Partnership. NMOSHA will serve as advisor to the Zia Partnership Committee.

2. The Zia Partnership Verification Committee will:

a. Verify each application by confirming applicant's qualifications including: calculating, OSHA Incident rate and safety officer's qualifications.

b. Review all reports of complaints and referrals issued to Zia Partnership Partner's participants,

c. Make recommendations for changes and improvements to the Partnership,

d. Prepare necessary documents to support the Partnership, including an explanation of the Partnership for distribution to supervisor personnel of contractors participating in the Partnership

e. Have the authority to recommend reinstatement of any participant on the Zia Partnership Program whose involvement has been terminated or reduced a level if it determines the contractor's experience was unusual and not necessarily inconsistent with a sound occupational safety and health program. In these cases, NMOSHA will conduct a follow-up validation visit with the submission of an appeal.

NUCA/OSHA-NM Partnership Review

1. NMOSHA and the NUCA of NM Zia Partnership Verification Committee will review the partnership each year in September.

2. The review will include, among other things, discussion of the success of the Partnership in meeting its stated objectives and recommendations for changes and improvements.

3. Participant protective programs for the focused four for construction hazards (falls, struck-by falling and other moving objects, caught-in between and crushed-by hazards and electrocutions) will be measured and compared against a baseline established in the first year of the Partnership.

Annual Evaluation

1. The program will be evaluated on an annual basis through the use of the Strategic Partnership Annual Evaluation format measurement system as specified in Appendix C of CSP 03-02-022, NMOSHA Strategic Partnership Program for Worker Safety and Health Directive.

2. It will be the responsibility of NUCA of NM to gather required participant data to evaluate and track the overall results and success of the partnership Program. This data will be shared with NMOSHA.

3. The Zia Partnership Verification Committee will prepare an annual report evaluation the merits of the program and providing recommendations for continuous improvement. The partnership annual report will be reviewed by NMOSHA and NUCA of NM, and may be revised based on recommendations for continuous improvement.

4. The Zia Partnership will have a term of three years and may be renewed. It may be amended from time to time based on the agreement of both parties. Either party may withdraw from the Partnership upon thirty days notice to the other party.

Agreed, 2/19/, 2009

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