

# **STRATEGIC PARTNERSHIP AGREEMENT BETWEEN MIOSHA, UAW INTERNATIONAL UNION, and THE FORD MOTOR COMPANY**

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## **Partners**

The following partners to this agreement include the Michigan Occupational Health and Safety Administration (MIOSHA), International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); and the Ford Motor Company (Ford). This agreement covers all Ford locations in Michigan as described in Appendix A.

UAW/Ford and MIOSHA recognize that MIOSHA has authority for the enforcement of MIOSHA standards pursuant to the Michigan Occupational Safety and Health Act 154 of 1974, as amended.

## **Purpose/Scope**

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 at Ford locations, thereby continuously reducing potentially fatal events and worker injuries and illnesses.

## **Goals/Strategies/Measurements**

The primary goal of this partnership is to reduce potentially fatal events, injuries and illnesses at all Ford locations in Michigan through the creation of a proactive health and safety culture. Implementation of the elements of a health and safety management system, compliance to Ford's Safety Operating System (SOS), and a cooperative non-adversarial relationship that optimizes the resources of all parties will create a health and safety excellence partnership. Performance metrics used to monitor and track health and safety process performance shall include the Total Case Incident Rates (TCIR) and Days Away, Restricted and Job Transfer (DART) rates. The participants may present information collected and reported using SOS tools and on MIOSHA Day visits, where that information has been contributory to achieving the goals of the partnership.

## **Evaluation**

A written annual evaluation will be developed by MIOSHA. Ford will provide data used for this evaluation. The evaluation will address trends noted in the injury and illness data based on a calendar year. Among the information included in the evaluation there will also be an analysis of the employer's internal audit results, protocol-related analysis, and the results of the MIOSHA Day visits for the individual participating sites.

## **Benefits**

Benefits will include inspection protocols used to perform focused inspections. The inspection protocols will result in shorter more focused inspections. Inspection protocols address top causal factors of injuries and illnesses previously identified by the partnership. These protocols are listed in Appendix B of this agreement.

## **Verification**

Each participating site in Appendix A will receive a “MIOSHA Day Onsite Non-enforcement verification visit” at a minimum of every three (3) years. The date of the MIOSHA Day visit will be determined by MIOSHA in conjunction with the site. Sites will provide a predetermined MIOSHA Day Information Package, which includes their MIOSHA 300 log and SOS information for the previous year to the appropriate MIOSHA office at least two weeks prior to the scheduled MIOSHA Day visit. The plant and MIOSHA shall determine which protocols they will review for best practice sharing and areas of opportunity. When there are areas of opportunity MIOSHA will review best practices from other industries to share with the plant. MIOSHA representatives will review this information prior to the MIOSHA Day visit.

The selection process for identifying sites that will receive MIOSHA Day visits will be developed by the Partnership Steering Team during its first meeting after the signing of this agreement, and annually thereafter.

## **MIOSHA Day Meeting**

Each participating site in Appendix A will receive a “MIOSHA Day onsite non-enforcement verification visit” at a minimum of every three (3) years. The plant manager, the union chairperson and their leadership team will provide a briefing to the MIOSHA representatives. The briefing will include a review of the injury and illness experience for the facility for the past year and any developing trends as compiled by Occupational Health and Safety Information Management (OHSIM) System. The briefing will also include a review of results from continuous internal comprehensive inspections conducted by the plant safety engineer and the unit health and safety representative and the corrective actions taken. Additionally, the briefing will include the results of the SOS evaluations conducted since the last MIOSHA Day meeting and the corrective actions taken. The written materials from the MIOSHA Day meeting will be given to the appropriate MIOSHA partnership representative(s) for analysis, including Ford site managers, and the UAW. This review should take no longer than one (1) hour.

During the MIOSHA Day visit, MIOSHA will conduct an informal walk-through of the facility. The purpose of the walkthrough is to verify that the information presented in the MIOSHA Day briefing is an accurate portrayal of what is occurring within the facility. If observable conditions and program implementation are not consistent with the information provided at the MIOSHA Day meeting, a focused inspection could be initiated and expanded to a traditional enforcement inspection with the approval of the MIOSHA representative. Additionally, if during the visit, MIOSHA personnel identify serious hazards that site management refuses to correct, MIOSHA will make a referral for an enforcement inspection.

MIOSHA may return at a later date for a monitoring visit as an extension to the MIOSHA Day visit, to investigate complaints, referrals, and to perform Site Specific Targeting (SST) inspections at partnership plants. Monitoring visits are considered enforcement inspections, and as such, citations may be issued at that time. MIOSHA Administration will be notified when a monitoring visit is scheduled. The MIOSHA members of the steering committee will coordinate the monitoring visits.

It is understood that items identified as opportunities for improvement by MIOSHA will be prioritized for action, with timing milestones as determined by good health and safety practice and by joint agreement of UAW/Ford Health and Safety Professionals. In general, items identified by Ford, the UAW, and MIOSHA deemed to be other than serious in nature, will be abated immediately where practicable, and those will not result in MIOSHA citations.

### **Inspection Protocols**

Inspection protocols will be based on the annual analysis of U.S. injury and illness experience from the Occupational Health and Safety Information Management (OHSIM) System and by documented compliance to the steps of each protocol reviewed at the location selected for inspection. In general, the inspection protocol will include an investigation of hazards or issues covered under joint programs developed by the National Joint Committee on Health and Safety (NJCHS), and SOS elements. See Appendix B for a list. Inspection protocols may be added/removed via steering committee consensus without making modifications to this agreement.

### **Management and Operation of Partnership**

A steering committee will be designated consisting of members from Ford, the UAW, and MIOSHA. The purpose of the steering committee will be to develop an implementation plan, review data and reports, and to meet as appropriate to resolve any issues that arise during the course of this partnership. The steering committee will also be involved in the coordination of site visits and monitoring inspections.

UAW/Ford will provide a complete MIOSHA Day information packet to MIOSHA two (2) weeks prior to the scheduled MIOSHA Day.

1. Ford agrees to facilitate the inspection process by providing MIOSHA compliance officers access to the plant injury and illness reports related to the inspection protocols.
2. A corporate annual report for Ford will be developed and presented at an annual meeting between the parties. The report will address trends noted through data analysis. Among the information included in the annual review will be an analysis of the internal audit results, and information from each site's verification report. This report should additionally discuss progress towards meeting the partnership goals.
3. Ford will continue to provide safety and health-related data and information to MIOSHA in a timely manner. MIOSHA will use this data in combination with that from the MIOSHA Day visits to develop an annual report.

## **MIOSHA:**

1. MIOSHA will continue the use of inquiry letters, phone, and fax procedures for minor investigations as outlined by MIOSHA's current Field Operations Manual.
2. MIOSHA inspections to investigate employee complaints, serious injuries or fatalities, and National or State emphasis programs are not precluded by this agreement.
3. Ford plants selected for General Schedule inspections from the MIOSHA SST list will receive a focused inspection. The focused inspection will include an evaluation of the inspection protocols listed in the agreement.
4. The MIOSHA compliance officer will review the required recordkeeping information, conduct a walk through inspection, and interview workers in accordance with MIOSHA inspection procedures.
5. MIOSHA will complete and submit a MIOSHA Day report within 60 days of the MIOSHA Day visit for each site participating in the partnership. Reports shall be forwarded to Ford's Corporate Safety personnel, and UAW-Ford Joint Health and Safety Leadership. The MIOSHA Day report template can be found in Appendix C of this document.

## **Employee and Employer Rights and Employee Involvement**

This partnership does not preclude employees and/or employers from exercising any right provided under Act 154, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act.

Employee awareness and involvement will be facilitated through the contractual processes and joint health and safety programs developed by Ford and the UAW.

## **Term of Partnership**

This agreement will terminate on March 31, 2019. If any signatory to this agreement wishes to modify, amend or terminate their participation prior to the established termination date, written notice within 30 days shall be provided of the intent to withdraw to all other signatories and this agreement will terminate as to the party withdrawing on that date.

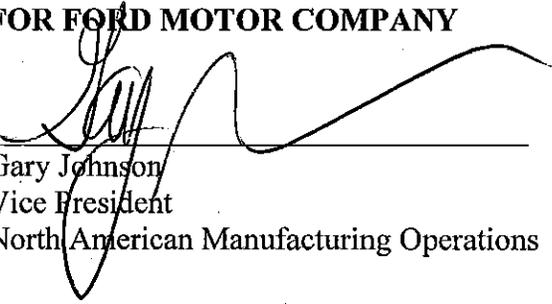
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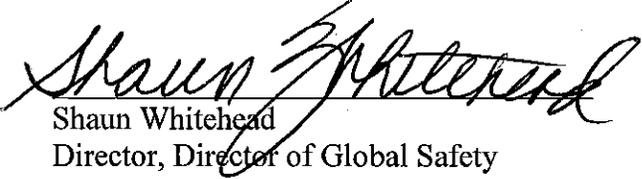
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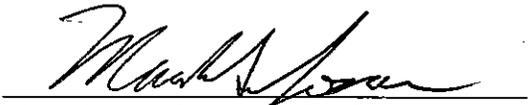
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THE FORD MOTOR COMPANY,**

**April 22, 2016**

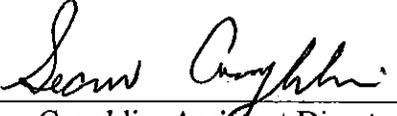
**FOR FORD MOTOR COMPANY**

  
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Gary Johnson  
Vice President  
North American Manufacturing Operations

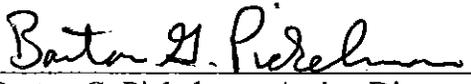
  
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Shaun Whitehead  
Director, Director of Global Safety

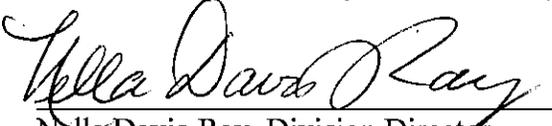
  
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Mark Jones, Company Co-Chair  
National Joint Committee on Health

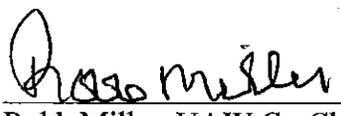
**FOR UNITED AUTOMOBILE WORKERS**

  
\_\_\_\_\_  
Sean Coughlin, Assistant Director  
National Ford Department Health and Safety

**FOR MICHIGAN OSHA**

  
\_\_\_\_\_  
Barton G. Pickelman, Acting Director  
Michigan Occupational Health and Safety  
Administration (MIOSHA)  
Department of Licensing and Regulatory Affairs

  
\_\_\_\_\_  
Nella Davis-Ray, Division Director  
Consultation Education and Training Division  
Michigan Occupational Health and Safety  
Administration (MIOSHA)

  
\_\_\_\_\_  
Robb Miller, UAW Co-Chair, National Joint  
Committee on Health and Safety

## APPENDIX A

### Participating Sites in Michigan

Dearborn Tool and Die Plant	Dearborn/Rouge Site, 3001 Miller Rd., Dearborn, MI 48120
Dearborn Truck Plant	Dearborn/Rouge Site, 3001 Miller Rd., Dearborn, MI 48120
Dearborn Diversified Manufacturing Plant	Dearborn/Rouge Site, 3001 Miller Rd., Dearborn, MI 48120
Dearborn Stamping Plant	Dearborn/Rouge Site, 3001 Miller Rd., Dearborn, MI 48120
Dearborn Engine Plant	Dearborn/Rouge Site, 3001 Miller Rd., Dearborn, MI 48120
Michigan Assembly Plant	Wayne, 38303 Michigan Avenue, Wayne, MI 48184
Woodhaven Stamping Plant	Woodhaven, 20900 West Rd., Woodhaven, MI 48183
Livonia Transmission Plant	Livonia, 36200 Plymouth Rd., Livonia, MI 48150
Van Dyke Transmission Plant	41111 Van Dyke, Sterling Heights, MI 48310
Romeo Engine Plant	701 East 32 Mile Road, Romeo, MI 48065
Sterling Axle Plant	39000 Mound Road, Sterling Heights, MI 48310-2799
Rawsonville Parts Plant	Textile and McKean, Rawsonville, MI 48197
Brownstown Parts Redistribution Center	25555 Pennsylvania Road, Romulus, MI 48174
Woodhaven Forge Plant	24189 Allen Road, Woodhaven, MI 48183

## Appendix B

### Inspection Protocols

1. Ergonomics
2. Energy Control and Power Lock Out (ECPL)
3. Confined Space Entry
4. Hearing Conservation and Noise Control
5. Lifting and Rigging
6. Machine/Equipment Guarding
7. Heat Stress
8. Personal Protective Equipment (PPE)
9. Chemical Safety Training (Hazard Communication)
10. Powered Material Handling Vehicles (PMHV)
11. Maintenance Vehicles
12. Working at Heights
13. Electrical Safety
14. Emergency Preparedness
15. Walking and Working Surfaces

Note: Protocols may be added/removed via steering committee consensus without making modifications to this agreement.

## Appendix C

### MIOSHA DAY REPORT TEMPLATE

**1. Date:**

**2. Plant Name/Location:**

**3. Key Participants:**

UAW:

Ford:

MIOSHA:

**4. Observations from Walk-Around:**

**5. Top 3 Opportunities for Improvement (Please include a follow-up date for each “Opportunity” to check on progress/resolution):**

**6. Best Practices Observed:**

**7. Injury and Illness Trends**      Recordable Rates [Last Three Years]

(NOTE: See discussion of injury & illness statistics in section 8 of this report.)

<b>YEAR</b>							
<b>Current YTD and prior two full years</b>	<b>Hours</b>	<b>Total Recordable Injuries and Illnesses</b>	<b>TCIR</b>	<b>Total Cases with Days Away from Work</b>	<b>LTCR</b>	<b>Total Cases with Days Away from Work or Restricted Activity</b>	<b>DART</b>
*Current							
Year 2							
Year 3							

\*Year to Date

**8. Discussion of Injury and Illness Trends:**

**9. Outstanding/Overdue Items from Previous SOS SELF ASSESSMENTS:**

**10. Noted Issues of Non-Compliance (if any):**

**11. Discussion of SOS Results Trends:**

**12. Monitoring Visit Recommended?**       Yes       No

**13. Other Comments:**

## Appendix D

### MIOSHA PARTNERSHIP ANNUAL Report

Name and Address of Partnership:

Lead MIOSHA Division:

Name of Evaluator:

Evaluation Period [e.g., 2015 to 2018]:

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, new activities begun during evaluation period].

Partnership challenges/concerns:

Plans to improve Partnership:

Recommendation: Should Partnership be continued?