MIOSHA

Michigan Occupational Safety and Health Administration (MIOSHA)
Department of Labor and Economic Opportunity (LEO)

AGENCY INSTRUCTION

DOCUMENT IDENTIFIER:	DATE:
MIOSHA-ADM-03-3R6	July 25, 2024

SUBJECT: Alliance Policies and Procedures

I. Purpose. The purpose of this instruction is to establish MIOSHA policies and provide clarification to ensure uniform consideration and establishment of formal alliances between MIOSHA and a variety of organizations.

II. Scope. This instruction applies agency wide.

III. References. Occupational Safety and Health Administration (OSHA) Instruction CSP 04-01-003, March 4, 2020, OSHA Alliance Program.

IV. Distribution. MIOSHA staff; Federal OSHA; S-drive Accessible; MIOSHA Messenger; and Internet Accessible.

V. Cancellations. All previous versions of this agency instruction.

VI. Next Review Date. This instruction will be reviewed five years from date of issuance.

VII. History. History of previous versions include:

MIOSHA-ADM-03-3R5, July 26, 2021
MIOSHA-ADM-03-3R4, February 13, 2018
MIOSHA-ADM-03-3R3, February 28, 2014
MIOSHA-ADM-03-3R2, March 26, 2010
MIOSHA-ADM-03-3R1, July 15, 2005
MIOSHA-ADM-03-3, December 22, 2003

VIII. Contact. Tarah M. Kile, Director, Consultation Education and Training (CET) Division.

IX. Originator. Barton G. Pickelman, Director

X. Background. In 2002, Federal OSHA established the alliance program to develop voluntary, collaborative, working relationships with organizations that are committed to workplace safety and health. States operating their own programs for occupational safety and health, were encouraged to adopt a similar program. On December 22, 2003, MIOSHA created Agency Instruction MIOSHA-ADM-03-3 Establishment of MIOSHA Alliances. This instruction provides MIOSHA policy and procedures for the development and approval of individual alliances and for the operation and management of overall alliance activity.

XI. Significant Changes.

A. Changed the duration of alliance from three years to five years. See Section VI. Next Review Date.

B. Created alliance categories (Partner, Affiliative, and Ambassador). See Section XII. Definitions.

C. Updated definitions and duties for enhanced clarity. See Section XII. Definitions.

D. Added the role of MIOSHA Cooperative Programs Specialist (MCPS) and associated duties. See Section XII. Definitions, D. Ambassador Level Alliance.

E. Added information about vetting. See Section XIV. Evaluating a Request for an Alliance.

F. Updated diary and annual reporting forms to bring quarterly and annual reporting into alignment and eliminated separate categories of activities. See Appendix A.

G. Replaced older reports and forms with updated copies and current MIOSHA alliance logos. See Appendices.

XII. Definitions.

A. Alliances. Alliances are formalized, voluntary, collaborative working relationships between MIOSHA and organizations, including but not limited to, labor organizations, trade and professional associations, universities, community colleges, local or state agencies, or other stakeholders. Alliances provide opportunities to exchange ideas, convey concerns, raise issues, educate and advocate efforts to eliminate serious hazards, all aimed at achieving higher levels of worker safety and health.

B. Affiliative Alliance. These alliances are generally formed between MIOSHA and entities with similar focus and goals. Activities for this alliance type are largely based on sharing information on: initiatives, rulemaking, OSHA/MIOSHA emphasis programs, and participation at conferences or meetings. Affiliative Alliances will provide a written annual report to the liaison detailing progress toward alliance goals. Affiliative Alliances are typically established for a five-year period.

C. Partner Alliance. This alliance type is based on regular interaction between participants and MIOSHA staff. This type includes specific measurable objectives and requires involvement between the alliance member and alliance liaison in the form of training, supplying supportive materials, attending events, conducting hazard surveys, or other consultative activities. This alliance will require the most involvement between the alliance liaison and alliance member. Reporting on activity is provided quarterly on the Alliance Diary Sheet (Appendix A) and on the Annual Alliance Report (Appendix B) submitted by the liaison. Partner Alliances are typically established for a five-year period.

D. Ambassador Level Alliance. An alliance will proceed to Ambassador Level after satisfactorily completing the initial five-year cycle. Ambassador Level Alliances will demonstrate a high level of autonomy and dedication to achieving the alliance goals as well as create their activity reporting and submitting it in a timely manner. Ambassador Level Alliances are only required to submit an annual report of alliance activity. This will be submitted directly to the MCPS.

XIII. Eligibility. The alliance program is open to:

A. Trade and professional associations.

B. Labor organizations.

C. Educational institutions.

D. Government agencies.

E. Businesses.

F. Employer and employee groups.

Some alliances will be a first-time cooperative agreement with an organization. In other instances, the alliance will build on existing relationships with MIOSHA or OSHA that have developed through other cooperative efforts.

XIV. Evaluating Requests for an Alliance. MIOSHA would be particularly interested in forming an alliance with organizations connected to higher hazard industries or with organizations where MIOSHA does not have a strong presence, who can assist in furthering the workplace safety and health message. The primary benefit to MIOSHA is that alliance participants serve as important information intermediaries, significantly amplifying and supporting MIOSHA's outreach and training initiatives. As a result, more employers and workers receive information to help them comply with MIOSHA requirements and improve workplace safety and health in their industries. MIOSHA also benefits by accessing the practical experience of industry subject matter experts who can provide feedback on MIOSHA compliance assistance materials.

A. Alliance members must be in good standing as demonstrated through vetting. The MCPS will initiate vetting of any potential partners.

B. MIOSHA will evaluate all requests to form alliances, considering available agency resources, current program priorities, and similarity to existing alliances.

C. Priority for alliances will be given to organizations that can positively impact MIOSHA's strategic plan, address emerging issues, or provide outreach in areas MIOSHA does not have in-house expertise or programs available.

D. Alliances with a specific employer may be appropriate when the company has an exceptional program or tools that could be shared with others.

E. By entering an alliance, MIOSHA is not endorsing member's products or services. Alliance members must not use the alliance or relationship with MIOSHA to imply the agency's endorsement of their policies, products, or services.

1. Goals must be developed in a manner that avoids any possible appearance of preferential access given to the alliance member.

2. Goals may not include commitment to participate in or influence the

standards development process or any other statutory function of MIOSHA. Alliance members will not receive any preferential treatment related to the standards development process or any other statutory function of MIOSHA.

F. Proposed alliances will not be considered if the purpose is to generate revenue for the organization. MIOSHA will not enter alliances with for-profit entities if the goal is for those entities to financially benefit from the alliance, or if there is a perception that the for-profit entity is using the alliance primarily to gain clients or obtain a business advantage.

G. Proposed alliance agreement shall not include an enforcement component, such as focused inspections or inspection deferral.

H. If MIOSHA determines, after the evaluation, that the alliance request is denied because of lack of available agency resources, current program priorities, or similarity to an existing alliance, the MCPS will send the alliance requester a letter (Appendix C) indicating that their proposed alliance agreement was denied.

I. If MIOSHA determines, after evaluation, that the proposed alliance agreement is accepted, the MCPS will request the organization's Employer Identification Number (EIN) number and will initiate the entity check procedures in accordance with agency policy. The accepted alliance will not be signed until all entity check issues have been resolved.

XV. Establishing an Alliance. The MCPS will prepare the final alliance agreements (Appendix D). MIOSHA and the participating organization will sign the finalized written agreement outlining the specific goals and objectives, which will be pursued through the alliance. Signing ceremonies are optional. The signatories may choose to simply exchange signatures by email. MIOSHA officially recognizes alliances through press releases, social media, postings on the MIOSHA web page, and coverage in the agency's newsletters.

In addition, MIOSHA makes available to each signatory an alliance program logo to recognize its relationship with MIOSHA. Alliance program participants are authorized to appropriately use the MIOSHA alliance logo on documents or web pages relating to the alliance for as long as the alliance remains in effect. The logo may not be used for fundraising or lobbying efforts or to imply that MIOSHA endorses a particular entity, its actions, or products.

A. A Partner Alliance must include measurable goals. The Affiliative and Ambassador Alliances will have goals, but often the goals are primarily focused on information sharing. Partnership goals may include the following objectives:

1. Provide or develop information and guidance, that will help train, educate, or reduce injuries and illnesses. This may include developing products (e.g., fact sheets or videos) by alliance participants.

2. Increase access to safety and health information and training resources.

3. Utilize mailing lists and social media to promote and disseminate event

and product information.

4. Jointly develop issue-specific training materials and/or safe work practices.

5. Disseminate safety and health information at conferences, events, or through electronic means. For example, requesting MIOSHA exhibits at events sponsored by the alliance participant. An alliance participant may send MIOSHA information, alliance products, or other safety and health information to its stakeholders. This includes information sent by email or social media, and information included in newsletters and other publications.

6. Promote programs, safety and health planning, and MIOSHA Training Institute courses.

7. Conduct training, provide exhibits, attend meetings, seminars, conferences, or other events.

8. Mentor others to promote development of safety and health programs.

9. Create learning opportunities for MIOSHA, such as participation in hands-on training or exercises, in-plant tours, etc.

10. Share best practices and technical information. This includes best practice seminars or other training that alliance participants may provide for MIOSHA staff.

11. Participate in roundtable discussions with industry-specific groups to develop innovative solutions for workplace safety and health.

B. Agreements shall not be written for more than a five-year period and may be renewed by mutual agreement of the parties.

C. Agreements shall include the ability for either party to cancel the agreement after providing written notification to the other party.

XVI. Implementing an Alliance. The CET Division will provide oversight for implementation.

A. The CET Division will assign a MIOSHA liaison to work with the Partner Alliance members. All MIOSHA divisions may be involved to work with specific alliance activities or initiatives, as appropriate.

B. The alliance member is responsible for working with the MCPS and MIOSHA CET liaison, as a condition of their participation in the alliance program, to:

1. Commit reasonable time and resources to achieve outreach and communication goals and objectives and complete any other mutually agreed upon projects.

2. Assign a point of contact to MIOSHA who will respond promptly to email inquiries or telephone calls from MIOSHA staff and participate in alliance meetings, as scheduled. The point of contact shall provide the CET liaison all alliance products.

3. Disseminate information to their members and/or stakeholders, including employers and workers in their industry regarding MIOSHA rulemakings, enforcement initiatives, compliance assistance resources, and outreach initiatives. This can be done through email blasts, websites, blog entries, newsletters, case studies and social media.

C. The CET liaison is responsible for working with the Partner Alliances to:

1. Aid in the development of the agreement, as needed.
2. Participate in the decision-making process to determine if the goals of the alliance were accomplished and if renewal of the alliance is appropriate.
3. Submit articles for significant alliance activities, as appropriate for coverage in MIOSHA newsletters.
4. Complete and submit required reports as dictated by each alliance type. All alliances are required to submit an annual report (Appendix B). Partner Alliances must also submit a quarterly diary sheet (Appendix A) concerning alliance activities by the Friday following each quarter.
5. Have discussions regularly with alliance member to evaluate the purpose of the alliance, events, products of the alliance, results achieved, and upcoming milestones. Complete and submit an annual report (Appendix B) concerning alliance activities by the Friday following the first of the year.
6. Address concerns regarding alliance member performance or behavior with the MCSP.

D. The MCSP is responsible for facilitating the following tasks:

1. Follow and complete control/tracking document after discussion with potential alliance member.
2. Review information on the MIOSHA alliance web page to ensure that it is current and accurate.
3. Communicate with MIOSHA communications specialist and MIOSHA leadership when an agreement is accepted for signing arrangements.
4. Maintain records for each alliance to include the original agreement, diary sheets, and all renewals products, reports, and any other relevant materials.
5. Coordinate and hold an annual meeting with alliance liaisons informing and training them of their duties and responsibilities.
6. Hold an annual meeting with alliance liaisons and active alliance members to share success and outcome of alliances during the last quarter of the calendar year (October-December).
7. Respond to requests for information about the alliance program.
8. Review each alliance agreement to ensure purpose of the alliance, events, safety and health training, achievements, and outreach and communication

are being met after reviewing quarterly diary sheets and annual report.

9. Keep the CET Division director and division managers apprised of significant alliance events and issues.

E. As part of the annual evaluation, an annual report (Appendix B) will be prepared for each non-Ambassador Level Alliance by the alliance liaison (Ambassador Level Alliances will prepare their own annual report and forward to the MCPS or liaison).

XVII. Renewing an Alliance. An alliance agreement may be renewed by MIOSHA and the alliance member when the agreement is due to expire.

A. Contact should be made at least 60 days before the agreement's expiration. If a request to renew is made by the alliance member, the MIOSHA liaison will discuss any needed changes to the agreement. If the agreement will not be renewed, the MCPS will send the alliance member notification announcing the end of the alliance agreement in writing. The MCPS will coordinate removal of the member from the alliance webpage.

B. MCPS will draft the renewal agreement for processing and signing.

C. Alliance members may choose to have a renewal ceremony. The MCPS will discuss with the member their wishes. Whenever possible, renewal ceremonies should be organized and coordinated by the alliance member to coincide with scheduled activities that MIOSHA may be a participant in (e.g. conferences, Coffee with MIOSHA events, mutually attended trade shows/meetings, etc.). If a ceremony is desired, the MCPS will coordinate with the communications specialist.

XVIII. Terminating an Alliance. An alliance agreement can be terminated by MIOSHA or an alliance member at any time. If the agreement is terminated by MIOSHA, the MCPS will send the alliance member a letter announcing the termination of the alliance agreement (Appendix E). Reasons for MIOSHA to terminate an alliance may include, but are not limited to:

A. Failure of the alliance member to fulfill responsibilities outlined in the alliance agreement developed by the Implementation Team.

B. Evidence that the alliance member does not have the resources to sustain alliance activities which may be documented by the alliance liaison in quarterly and/or annual reports.

C. A change in MIOSHA's or the alliance member's strategic direction that results in the alliance no longer being aligned with agency priorities.

Appendix A

MIOSHA ALLIANCE
DIARY SHEET

Name of Organization: _____
Address: _____ **City:** _____ **Zip Code:** _____
Contact Person: _____ **Title:** _____
Telephone Number: _____ **Email:** _____
MIOSHA Liaison:_____ **Date Submitted:**_____

Date	Event or Product Type	Description/Comments	Emphasis (See MIOSHA Strategic Plan for FY 2024-2028 Summary)	Number Reached (Numeric Value)
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	

Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	

Click or tap to enter a date.	Choose an item.		Choose an item.	

If no activities are available to report, please note dates of contact below:

Date of Contact	Description

Appendix B

MIOSHA ANNUAL ALLIANCE REPORT

[DATE]

I. ***Alliance Background***

Alliance Name

Alliance Type: Choose an item.

Date Signed (Initial Signing Date AND Most Recent Renewal Date)

[Initial Date signed] [Date renewed]

Overview

[Brief summary of the purpose and scope of the alliance.]

Implementation Team Members

[List members of the Implementation Team.]

Contributors

[If applicable, also list contributors or developers who are not part of the Implementation Team.]

Evaluation Period

[This report covers the previous calendar year. If a new alliance, note the date of the signing and describe the length of time that this report covers.]

II. ***Implementation Team Meetings***

[List dates, locations and types of Implementation Team Meetings (conference calls or in-person meetings) that have been held during the review period.]

III. ***Events and Products***

Date	Event or Product Type	Description/Comments	Emphasis (See MIOSHA Strategic Plan for FY 2024-2028 Summary)	Number Reached (Numeric Value)
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	

Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	
Click or tap to enter a date.	Choose an item.		Choose an item.	

V. ***Upcoming Milestones***

[List major planned activities, products and issues that the alliance plans to work on during the next reporting period, including plans for renewal or conclusion.]

Appendix C

(Date)

(Mr./Ms. Name)
(Title)
(Organization Name)
(Address)
(City), Michigan (Zip)

Re: Letter of Alliance Declination

Dear Applicant:

On _____, the Consultation Education and Training (CET) Division received an alliance agreement request from _____.

We reviewed your agreement for consideration for a safety and health alliance with MIOSHA. We determined after the evaluation that the alliance request is declined due to: <Insert reason, for example, the lack of available agency resources, current program priorities, and similarity to existing alliances>.

While a formal alliance may not be appropriate, we hope that you will utilize CET services as needed to provide training and education activities and/or activities that promote dialogue within Michigan on workplace safety and health. If we can be of further assistance, please contact our office at (517) 284-7720.

Sincerely,

Division Director

XX/xxx
cc: Program Manager
MIOSHA Cooperative Programs Specialist

Appendix D

ALLIANCE AGREEMENT

BETWEEN

THE MICHIGAN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION

AND

<ORGANIZATION NAME(S)>

[The opening paragraph and overall goals may be modified to reflect the specifics of the alliance, but in general should fit this model.]

Michigan Occupational Safety and Health Administration (MIOSHA) and <Organization Name(s)> recognize the value of <establishing a OR continuing the> collaborative relationship to foster safer and more healthful Michigan workplaces. To that end, MIOSHA and <Organization Name(s)> hereby <form an OR renew the> <*select Alliance type: Partner, Affiliate, Ambassador*> alliance to provide <Organization(s)> members and others with information, guidance, and access to training resources that will help them protect the health and safety of workers, particularly by reducing and preventing exposure to <specify> hazards <and/or> addressing <specify> issues, and understand the rights of workers and the responsibilities of employers under the Michigan Occupational Safety and Health Act (MIOSH Act). In <developing OR continuing> this alliance, MIOSHA and <Organization Name(s)> recognize that MIOSHA's <Specify MIOSHA Division> is an integral part of this effort.

[The goals and objectives listed below are broken out by standard goal (Raising Awareness: Outreach and Communication, and Training and Education). In addition, they may be customized to fit the circumstances. Delete any that do not apply.]

Raising Awareness: Outreach and Communication

The participants intend to work together to achieve the following goal<s> related to raising awareness:

[Following are model objectives for this goal. Delete any that do not apply and to the extent possible, ***make specific those that do (a minimum of two measurable goals or objectives must***

be in every agreement), *for example, by naming specific conferences to attend, standards or topics/hazards to be addressed or the audience(s) to be reached.]*

- Raise awareness of the effectiveness of Safety and Health Programs (SHPs) in reducing injury rates and the resources available to help the employers to develop SHPs. For example, promotion of CET services (comprehensive hazard surveys including an SHP review, consultative services, or MTI courses). <Specify how this will be accomplished>
  (This item is included in the MIOSHA 2024-2028 Strategic Plan and must be included as an objective in all new or renewal agreements).

- Share information on OSHA's National Emphasis Programs, State Emphasis Programs, Outreach, and opportunities to participate in initiatives and the rulemaking process.

- Share information on occupational safety and health laws and standards, including the rights and responsibilities of workers and employers.

- Convene or participate in forums, roundtable discussions, or stakeholder meetings on <specify topic/hazard> to help forge innovative solutions in the workplace or to provide input on safety and health issues.

- Encourage worker participation in workplace safety and health by <specify efforts to be undertaken>.

- Develop information on the recognition and prevention of workplace hazards, and to develop ways of communicating such information (e.g., print, and electronic media, electronic assistance tools, and MIOSHA's and the <Organization's> websites) to employers and workers in the industry.

- Speak, exhibit, or appear at MIOSHA's or <Organization(s)> conferences, local meetings, or other <specify> events.

- Share information among MIOSHA personnel and industry safety and health professionals regarding <specify Organization(s)> good practices or effective approaches through training programs, workshops, seminars, and lectures (or any other applicable forum) developed by the participants.

- Collaborate with other alliance participants on specific issues and projects on <specify issue, industry, or audience> that are addressed and developed through the alliance program.

- Develop and disseminate case studies on <Insert topic/hazard> and publicize their results.

Training and Education

The participants intend to work together to achieve the following training and education goal<s>:

[Following are model objectives for this goal. Delete any that do not apply and add additional objectives consistent with anticipated activities. To the extent possible, make applicable objectives listed below more specific, for example, by naming the type of course to be developed or the course content.]

- Provide resources or training opportunities for employers to develop or improve effective Safety and Health Programs (SHPs).

- Develop effective training and education programs for <specify audience> regarding <specify hazard(s) or issue area(s)>, and to communicate such information to constituent employers and workers.

- Develop effective training and education programs for <specify audience> to promote understanding of workers' rights, including the use of the MIOSHA complaint process, and the responsibilities of employers and to communicate such information to workers and employers.

- Deliver or arrange for the delivery of <specify> courses.

MIOSHA's alliances provide parties an opportunity to participate in a voluntary cooperative relationship with MIOSHA for purposes such as raising awareness of MIOSHA's rulemaking and enforcement initiatives, training and education, and outreach and communication. These alliances have proved to be valuable tools for both MIOSHA and its alliance participants. By entering an alliance with a party, MIOSHA is not endorsing, nor does it intend to endorse, any of that party's products or services.

An Implementation Team made up of representatives of each organization will meet to develop a plan of action, determine working procedures, and identify the roles and responsibilities of the participants. In addition, they will meet at least three times per year to track and share information on activities and results in achieving the goals of the alliance.

The alliance agreement will remain in effect for five years from the date of signing. Either signatory may terminate it for any reason at any time, provided they give 30 days written notice. This agreement may be modified at any time with the written concurrence of both signatories.

Signed this <date> day of <month>, <year>.

_____	_____
Barton G. Pickelman, CIH Director Michigan Occupational Safety and Health Administration	<Name> <Title> <Organization Name>
_____	_____
Tarah M. Kile Director Consultation Education and Training Division Michigan Occupational Safety and Health Administration	<Name> <Title> <Organization Name>

Appendix E

(Date)

(Mr./Ms. Name)
(Title)
(Organization Name)
(Address)
(City), Michigan (Zip)

Re: Letter of Alliance Expiration/Termination

Dear (Mr./Ms. Name):

Thank you for allowing the Michigan Occupational Safety and Health Administration (MIOSHA), Consultation Education and Training (CET) Division, to provide services to you through the alliance program.

Our records indicate that the three-year signed agreement has expired as of_____. As a result, the alliance agreement we signed on _____ is no longer in effect.

or

This alliance has been terminated due to the failure of the alliance member to fulfill the responsibilities outlined in the action plan developed by the Implementation Team. The termination was based on the reviewed information in the alliance liaison's quarterly and annual report(s).

We hope that you will continue your effort to provide training and education activities and/or activities that promote dialogue within Michigan on workplace safety and health. If we can be of further assistance, please contact our office at (517) 284-7720.

Sincerely,

Division Director

XX/xxx
cc: MIOSHA Cooperative Programs Specialist
Program Manager