

Northeast Wisconsin Foundry Ergonomic Partnership



ThyssenKrupp Waupaca



WISCON
Onsite Safety & Health Consultation in Wisconsin

NEW FEP
Northeast Wisconsin Foundry Ergonomic Partnership

A. Identification of Partners

The OSP consists of grey, ductile iron, and aluminum foundries located in the State of Wisconsin.

Neenah Foundry Company
2121 Brooks Ave., P.O. Box 729
Neenah, WI 54957-0729

Main Contact: **Tom Shallow**
(920) 725-7000
tshallow@nfco.com

ThyssenKrupp Waupaca, Inc. (Wisconsin locations)
1955 Brunner Drive
P.O. Box 249
Waupaca, WI 54981

Main Contact: **Kim Voss**
(715) 258-6611
Kim.Voss@thyssenkrupp.com

Brillion Iron Works, Inc.
200 Park Ave., P.O. Box 127
Brillion, WI 54110-0127

Main Contact: **Jim Cox**
(920) 756-6686
jcox@brillionironworks.com

Roloff Manufacturing Corporation
400 Gertrude St., P.O. Box 7002
Kaukauna, WI 54130-7002

Main Contact: **Dave Roloff**
(920) 766-3501
daver@roloffmfg.com

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Manitowoc Grey Iron Foundry, Inc.
2701 Division St., P.O. Box 548
Manitowoc, WI 54221-0548

Main Contact: **Rob Peaslee**
(920) 684-0311
rvpeas@mgifinc.com

Wisconsin Aluminum Foundry Co.
838 South 16th Street, P.O. Box 246
Manitowoc, WI 54221-0246

Main Contact: **Jim Behnke**
(920) 686-2715
jbehnke@wafco.com

Mercury Marine – Division of Brunswick Corporation
W6250 Pioneer Road
Fond du Lac, WI 54936

Main Contact: **James Sutton**
(920) – 929-5591
jim.f.sutton@mercmarine.com

Occupational Safety and Health Administration (OSHA)
1648 Tri-Park Way
Appleton, WI 54914

Main Contact: **Mel Lischefski**
(920) 734-4521
lischefski.melvin@dol.gov

OSHA Region V Ergonomist
230 S. Dearborn Street, 32nd Floor
Chicago, IL 60604

Main Contact: **Dana Root**
(414) 297-3315
root.dana@dol.gov

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Wisconsin Consultation Program (WisCon)
Wisconsin State Laboratory of Hygiene
University of Wisconsin - Madison
2601 Agriculture Drive
PO Box 7996
Madison, WI 53707-7996

Main Contact: **George Gruetzmacher**
(608) 226-5245
gruetgr@mail.slh.wisc.edu

Secondary Contact:
Terry Moen
(608) 226-5239
moente@mail.slh.wisc.edu

Labor Unions

GMP, Local 121B
Neenah Foundry

GMP, Local 301
Manitowoc Grey Iron Foundry

United Steelworkers, Local 125
Glass, Molders, Pottery, Plastics & Allied Workers Local 301
International Association of Machinist & Aero Space Workers Local 516
Wisconsin Aluminum Foundry

GMP, Local 271
Roloff Manufacturing Corporation

USW, Local 70475
Brillion Iron Works

International Association of Machinists and Aerospace Workers, Local 1947
Mercury Marine

Other foundries may want to experience the benefits of this Partnership. New partners must be approved by all the members and meet the following conditions:

- Agree to abide by the terms of the partnership.
- Demonstrate commitment to safety and health.
- Sign the Partnership.

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Acronyms:

AD: Area Director
CAS: Compliance Assistance Specialist
DAFWII – Days Away From Work Injury and Illness
DART – Days Away Restricted and Transferred
EISA: Expedited Informal Settlement Agreement
FIRM: Field Inspection Reference Manual
GMP: Glass, Molders, Pottery, Plastics & Allied Workers
MSD: Muscular Skeletal Disorder
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OSP(P): OSHA Strategic Partnership (Program)
OSHA: Occupational Safety and Health Administration
RA: Regional Administrator
USW: United Steel Workers

Definitions:

DART rate: The DART rate includes cases involving days away from work, restricted work activity, and transfers to another job. It is calculated based on $(N \div EH) \times (200,000)$ where N is the number of cases involving days away and/or restricted work activity, and/or job transfer; EH is the total number of hours worked by all employees during the calendar year; and 200,000 is the base number of hours worked for 100 full-time equivalent employees.

DAFWII rate: The DAFWII case rate is the number of cases that involve days away from work per 100 full-time equivalent employees. Cases that involve only temporary transfers to another job or restricted work are not included. It is calculated based on $(N \div EH) \times (200,000)$ where N is the number of cases involving days away from work; EH is the total number of hours worked by all employees during the calendar year; and 200,000 is the base number of hours worked for 100 full-time equivalent employees. Note: The DART and DAFWII rates are differentiated by the makeup of N in the calculation formula. For the DAFWII rate, N is equal to the total of Column H from the OSHA-300 Log.

Median: a value in an ordered set of values below and above which there is an equal number of values.

B. Purpose and Scope

The foundry industry recognizes the importance of ergonomics and has chosen to be proactive in reducing ergonomic injuries in their industry. This OSP is formed to establish a cooperative effort to develop policies, practices, and processes designed to decrease the incidence and severity of musculoskeletal disorders (MSD's) in the foundry

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industry. These best practices will be shared with our employees, and employees in related industries, as well as the public as appropriate.

C. Goals/ Strategies

The overall goal of the OSP is reduction of employee injuries and illnesses by implementing effective safety and health management systems and elimination of serious hazards.

Goal No. 1: Reduce the incidence and severity of MSD's at participating facilities.

Strategy: Compare injury and illnesses data to previous years to evaluate the effectiveness of the ergonomic program.

Goal No. 2: Implement ergonomic improvements.

Strategy: A standard ergonomic rating tool will be used to evaluate workstations/processes. The rating will be based upon the worker's opinion and the magnitude of the risk factors. Risk control measures that are technically and economically feasible will be implemented to lower the rating.

Goal No.3: Communicate best practices in the foundry ergonomic arena.

Strategy: Document ergonomic control measures and best practices. Publicize information that demonstrates how an ergonomics program adds value and increases profitability. Organize the information gained from this partnership into a format that can be used for outreach, training, and guidance. Share this information with other foundries and the public.

Participate with OSHA in the development of an OSHA ergonomics publication titled "Guidelines for Foundries". NEW FEP foundries will meet with OSHA and OSHA's consulting firm to determine if a useful Foundry Ergonomics guideline could be produced with the assistance of the participating FEP group. If this is found to be a viable project by OSHA, NEW FEP members will assist in providing best practice examples.

D. Performance Measures

Goal No. 1: Reduce the incidence rate and/or severity of MSD's at participating facilities.

Performance Measures:

- Calculate the DART and DAFWII incidence rates for each establishment and compare them to previous years. Incident rates will be determined for:
 - Injuries and illnesses related to MSDs.
 - All injures and illnesses..
- Determine severity for MSDS cases and compare them with previous years. Severity will be based upon:
 - Median number of days away from work.
 - Median number of days of restricted work activity.

Goal No. 2: Implement ergonomic improvements. Report cost and estimated return on investment.

Performance Measures:

- Prepare a list of ergonomic improvements completed for each foundry. Include before and after photos (video or DVD), before and after risk assessment scores, cost and estimated return on investment.

Goal No. 3: Communicate best practices in the foundry ergonomic arena.

Performance Measures:

- Describe any best practices handbook, video, PowerPoint presentation, or publication showing possible solutions to ergonomic hazards. Include failures, as well as successes, and provide information on the cost of controls and the return on investment.
- Present the accomplishments of this partnership at seminars and conferences.
- Prepare information for publication on OSHA's Web site.
- Develop training materials.

E. Annual Evaluation

The Partnership members will provide data and information needed to complete the Annual Evaluation to OSHA by March 30th of each year beginning on March 15, 2009. The Compliance Assistance Specialist (CAS) will draft the evaluation. The Annual Evaluation will identify the strengths and weaknesses of the OSP strategies and progress with regard to meeting the OSP goals. The Annual Evaluation will be completed by the following April 30th using the standardized OSPP Annual Partnership Evaluation Report format.

F. Benefits

OSHA Non-Enforcement benefits:

Outreach, technical assistance and training are available to OSP participants.

Examples include:

1. Priority consideration for free onsite OSHA-funded Consultation.
2. OSHA personnel may be available for a variety of onsite/offsite activities such as review of safety and health management systems, and guidance in conducting workplace audits and evaluations.
3. OSHA seminars, workshops, and other speaking events.
4. Informational material such as safety and health brochures, pamphlets and electronic tools.

OSHA Enforcement Benefits:

1. OSHA will provide an additional 10% reduction for good faith beyond reductions provided in the FIRM when calculating initial penalties. Maximum good faith would be 35%.

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2. The Area Director under the authority delegated by the Regional Administrator (RA), has the authority to negotiate the amount of penalty reduction as part of an informal settlement agreement.

G. OSHA Verification

- **Offsite Verification:** OSP Partners will provide OSHA with documentation to show that they have implemented an ergonomic program. The documentation includes their written program, activities of the Ergonomic Committee, ergonomic training records, and allocation of funds toward ergonomic improvements.
- **Onsite Non-enforcement Verification:** OSHA conducts reviews of the partner's worksite in a non-enforcement capacity to assess the implementation of the OSP agreement. This onsite review will consist of accompanying the OSP inspection team. During such visits, if OSHA personnel identify serious hazards that site management refuses to correct, OSHA could make a referral for an enforcement inspection.

H. OSP Management and Operation

- The effective entry date for an OSP participant will be the date the Partnership Agreement is signed.
- All OSP participant foundries agree to develop and implement an ergonomic program. This program will be in writing and include the following:
 - Management leadership and responsibility, and employee involvement.
 - Medical management.
 - Purpose, goals and objectives.
 - MSD Determination and procedure.
 - Ergonomic Risk Analysis.
 - Risk analysis tool.
 - Implementation of Controls.
 - Risk Control – types of control.
 - Training and Education.
 - Each company to develop and train an ergonomic committee.
 - Recordkeeping.
- OSP participants will meet four times per year. All meetings will be scheduled for the 2nd Wednesday of the month beginning on March 11, 2009 and quarterly thereafter. For example, subsequent meetings would be scheduled on June 10, 2009, September 9, 2009, etc. Meeting locations will be rotated among all the foundries. Minutes of all meetings will be taken and distributed.
- Each OSP participant will send at least one representative to every meeting. This representative must be trained in the use of the ergonomic risk evaluation tool and be knowledgeable in ergonomic control measures.
- The OSP will evaluate a minimum of one work station/process during each meeting and suggest changes to decrease or eliminate risk factors.
- If the establishment is represented by a Union, a union representative must be given the opportunity to participate.

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- A member of the host ergonomic committee will participate in all onsite activity.
- Participants will collect the data and best practices needed to prepare the annual evaluation and accomplish OSP goals.
- The Wisconsin Health Consultation Program will participate in onsite evaluations and provide technical support.
- Confidentiality:
 - The OSP partners intend to provide confidential commercial information to OSHA under this agreement of a kind not customarily made public. OSHA will protect any confidential commercial information so designated from public disclosure to the fullest extent permitted under the Freedom of Information Act (5 U.S.C. 552).
- OSP participants will be given a six-month deferral from programmed inspections starting from their entry into a partnership. The deferral will begin on the date the partnership is signed.
- Non-serious violations corrected during an enforcement inspection will not be cited. Enforcement inspections will be conducted as expeditiously as possible.
- Where a partnership facility, which is meeting the conditions of the OSP, has received an enforcement inspection, the Area Director (AD) will request approval from the RA to extend the normal inspection deletion criteria for an additional year.
- General duty clause citations for ergonomic hazards, Section 5(a)(1) of the Act, will not be issued to OSP establishments that have implemented programs to reduce ergonomic hazards.
- Expedited Informal Settlement Agreements (EISA) will not be less than 40%.

I. Employee and Employer Rights and Responsibilities

This partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with the Act.

J. Term of OSP

This agreement will terminate on March 11, 2012, three years from the date of the signing. If any signatory of this agreement wishes to terminate their participation prior to the established termination date, written notice of the intent to withdraw must be provided to all other signatories. If a participant is not living up to their commitment, the remaining OSP participants can request that they be removed from the partnership.

If, OSHA chooses to withdraw its participation in the partnership, the entire agreement is terminated. Any signatory may also propose modification or amendment of the agreement.

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K. Signatures/Date

Signature of this agreement signifies a confirmation of our commitment to the partnership and all requirements and provisions contained in the agreement.

Agreed this date, March 11, 2009

James Behnke
Wisconsin Aluminum Foundry Co.

Tom Shallow
Neenah Foundry Company

Kim Voss
ThyssenKrupp Waupaca, Inc.

Robert Peaslee
Manitowoc Grey Iron Foundry, Inc.

David Roloff
Roloff Manufacturing Corporation

James Cox
Brillion Iron Works, Inc.

James Sutton
Mercury Marine - Division of Brunswick Corporation

Melvin Lischefski
Occupational Safety and Health Administration

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Wisconsin Consultation Program Manager

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