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Occupational Safety & Health Administration

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Corporate-Wide Settlement Agreements (Archived)  
Ford Electronics and Refrigeration Corp.(FERCO) - 07/23/1990

Corporate-Wide Settlement Agreements - (Archived) Table of Contents

- **Standard Number:** 1904.2(a); 1910.1200(h); 1926.58(f)(2)(i)
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# OSHA ARCHIVE

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ELIZABETH DOLE, SECRETARY OF LABOR, )  
 UNITED STATES DEPARTMENT OF LABOR ) OSHRC DOCKET  
 )  
 Complainant, ) No. 89-2314  
 )  
 v. )  
 )  
 FORD ELECTRONICS AND REFRIGERATION CORP., )  
 )  
 Respondent, )  
 )  
 INTERNATIONAL UNION UNITED )  
 AUTOMOBILE WORKERS AND ITS LOCAL 1695 )  
 )  
 Authorized Employee )  
 Representative. )  
 )

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## SETTLEMENT AGREEMENT

Elizabeth Dole, Secretary of Labor, United States Department of Labor ("Complainant"), Ford Electronics and Refrigeration Corporation, a Delaware corporation ("Respondent"), Ford Motor Company, a Delaware corporation ("Ford"), the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW"), and UAW Local No. 1695 ("Local 1695") by their undersigned representatives, have reached full and complete settlement of OSHRC Docket No. 89-2314 under Rule 2200.100, the Occupational Safety and Health Review Commission's ("the Commission") procedural rule on settlement. Accordingly, the parties state as follows:

I

1.1 The Commission has jurisdiction of this matter pursuant to Section 10(c) of the Occupational Safety and Health Act of 1970 (29 U.S.C. 651 et. seq., "the Act").

1.2 Respondent, Ford Electronics and Refrigeration Corp. (FERCO) is a subsidiary of Ford Motor Company. During the course of its business, FERCO, at its Lansdale, Pennsylvania facility, uses materials and equipment which it receives from places outside the Commonwealth of Pennsylvania. FERCO as a result engaged in a business affecting commerce as defined by Section 3(3) and 3(5) of the Act and has employees as defined by Section 3(6) of the Act and is subject to the requirements of the Act. Ford Motor Company has its principal place of business in Dearborn, Michigan. It has been at all times material to this proceeding engaged in the business of automobile manufacturing. During the course of its business, its employees perform various tasks in the nature of automobile manufacturing.

1.3 As a result of an inspection conducted on January 10 through June 29, 1989, at FERCO's workplace in Lansdale, Pennsylvania, citations alleging violations of the Act were issued to FERCO on July 7, 1989, pursuant to Sections 8 and 9 of the Act. The citations issued consist of a willful citation alleging a total of 242 instances of recordkeeping violations pursuant to 29 C.F.R. 1904.2 (a), twenty instances of employee exposure to possible cumulative trauma disorders pursuant to Section 5(a)(1) of the Act, and three instances of employee exposure to possible lifting injuries pursuant to Section 5(a)(1) of the Act; a serious citation alleging two laser violations; and one other than serious citation alleging nine instances of recordkeeping violations pursuant to 29 C.F.R. 1904.4, a hazard communications training violation pursuant to 29 C.F.R. 1910.1200(h), and an asbestos monitoring violation pursuant to 29 C.F.R. 1926.58(f)(2)(i). A notification of proposed penalty in the amount of \$1,956,800.00 was issued to Respondent on July 7, 1989.

1.4 FERCO disagreed with the citations and notification of proposed penalties and filed a notice of contest. The contest was duly transmitted to the Commission.

## II

### 1. AFFIRMANCE OF CITATIONS

1.1 This agreement is intended to settle all outstanding OSHA citations and proposed penalties at Respondent's Lansdale, Pennsylvania facility. This agreement also provides for corporate-wide action by Ford Motor Company concerning recordkeeping and ergonomics at its facilities nationwide as noted in Appendices A and B, including certain subsidiary facilities such as the Lansdale facility.

1.2 Respondent agrees to withdraw its notice of contest to the citations and notification of proposed penalties issued in this case as amended herein.

1.3 In accordance with Rules 7 and 100 of the Rules of Procedure of the Occupational Safety and Health Review Commission, Respondent shall give this Settlement Agreement to affected employees by serving a copy of it on the authorized employee representative at each facility covered by this agreement.

1.4 Complainant and Respondent hereby agree that the following instances of Citation No. 1, resulting from OSHA inspection No. 0866665 and issued on July 7, 1989, shall be amended in characterization from "willful" violations to "other than serious" violations.

Instance Numbers: 1a(a)(4), 1a(a)(5), 1a(a)(6), 1a(a)(8), 1a(a)(9), 1a(a)(10), 1b(a)(2), 1b(a)(3), 1b(a)(4), 1c(a)(5), 1c(a)(6), 1d(a)(5), 1d(a)(6), 1d(a)(7), 1d(a)(8), 1e(a)(4), 1e(a)(7), 1e(a)(8), 1e(a)(20), 1e(a)(23), 1e(a)(24), 1e(a)(25), 1f(a)(6), 1f(a)(32), 1f(a)(45), 1f(a)(47), 1f(a)(64), 1f(a)(72), 1f(a)(73), 1f(a)(74), 1f(a)(75), 1f(a)(76), 1g(a)(1), 1h(a)(51), 1h(a)(52), 1h(a)(54), 1h(a)(55), 1h(a)(63), 1h(a)(65), 1h(a)(66), 1h(a)(68), 1h(a)(72), 1h(a)(79), 1h(a)(80), 1h(a)(84), 1h(a)(60), 1h(a)(88), 1h(a)(94), 1h(a)(95), 1h(a)(96), 1h(a)(97), 1h(a)(98), 1h(a)(99), 1h(a)(100), 1h(a)(102), 1h(a)(103), 1h(a)(104)

1.5 The aggregate penalty of \$1,936,000.00 originally proposed for Citation No. 1, Items 1a

through 1j is amended to \$1,197,600.00.

1.6 Citation 1, Item 2 alleging a violation of Section 5(a)(1) of the Act is hereby amended as follows:

1.6.1 Instances (a), (g), (h), (n), (p) and (q) are hereby deleted.

1.6.2 Instances (b), (c), (d), (e), (f), (i), (j), (k), (l), (m), (o), (r), (s) and (t) are hereby amended to charge a "Serious" violation.

1.7 The penalty of \$10,000.00 originally proposed for this item is amended to \$1,000.00.

1.8 Citation 1, Item 3 alleging a violation of Section 5(a) (1) of the Act is hereby amended to charge a "Serious" violation.

1.9 The penalty of \$10,000.00 originally proposed for Citation 1, Item 3 is amended to \$1,000.00.

1.10 Citation 2, Item 1 cites a violation of Section 5(a)(1) of the Act or in the alternative 29 C.F.R. 1910.132(a) Instance (a) is hereby deleted.

1.11 The penalty of \$800.00 originally proposed for Citation 2, Item 1 is amended to \$400.00.

1.12 The total proposed penalty for OSHRC Docket No. 89-2314 is amended to \$1,200,000.00. Respondent agrees to provide payment of this amount to OSHA within thirty (30) days after this agreement becomes a final order.

1.13 Respondent represents that all violations alleged in the Citations issued on July 7, 1989, for its Lansdale facility have been or will be abated with the exception of Citation 1, Item 2 instance (j) which will be abated within six months of the Commission's final order.

## 2. RECORDKEEPING AUDIT

2.1 Complainant and Ford Motor Company agree that Ford Motor Company shall develop and conduct an audit to determine the effectiveness of its recordkeeping system and, if necessary, enhance such system as may be required herein.

2.2 The audit is to be conducted by personnel from Ford's Corporate Medical Department, including a physician. The audit will commence within thirty (30) days of the Commission's final order and will be completed within one year of its commencement.

2.3 Sampling process stage one. The sampling process used for this audit will be in two stages. In stage one there will be a random selection of one facility from each of twelve operational groupings representing every type of manufacturing, assembly and warehouse facility owned and operated by Ford Motor Company. The audit will include medical records, worker's compensation records, and employee insurance records since January 1, 1989, of employees from the selected facility within each of the twelve operational groupings. The selected facilities shall be subject to the approval of OSHA.

2.4 Sampling process stage two. Once a facility is identified for the audit, a sample of employees will be selected using the alphabetically ordered personnel files as the sampling frame. The number

of employees selected to be audited from each facility will depend on the employee population at the facility to be audited. The sample size will be determined by the "Sample Size Table" located in Appendix C.

2.4.1 Once the sample size is determined a sampling interval will be determined by dividing the sample size into the employee population at the facility. One record in the first sampling interval of personnel files will be selected as the starting point by the use of a random number table. Then, every "n"th file as determined by the sampling interval, will be selected from the personnel files until the auditor has worked through the entire file system from A through Z. Each employee selected will have his or her records reviewed to determine if any OSHA recordable event has occurred. Should the file selected not reveal a first aid, medical or injury event, another file will be selected at random to replace it in the sampling group.

2.4.2 Should a review of the selected employees' records reveal an OSHA recordable event, the auditors will review the appropriate OSHA 200 Log (Ford Form #5100) to see if the event was properly recorded on that log.

2.5 Facility sample failure. If the audit reveals failures to record or properly record on the OSHA 200 Log (Ford Form #5100) greater than 5% of the sampled facility employees, the facility will fail for purposes of the audit. A facility failure will result in immediate recordkeeping training of all employees with recording responsibility by the audit team with emphasis on the specific deficiencies identified. The improperly recorded or non-recorded items identified in the audit will be correctly recorded.

2.6 Company failure. Failure to record or properly record on the OSHA 200 Log (Ford Form #5100) for greater than 5% of all sampled employees will result in the initiation of small group certification training based on the Revised BLS Guidelines for Occupational Injuries and Illnesses. Those persons with recordkeeping responsibilities at each facility will be required to attend such training. Training will commence at each facility as soon as possible following the conclusion of the audit and such training will be completed within one year of its commencement. Each facility will review all medical records, worker's compensation records and employee insurance records going back to January 1, 1988, to ensure that said recordkeeping practices are in compliance with the Act, the regulations at 29 C.F.R. Part 1904, the OSHA 200 Log, and the Revised BLS Guidelines for Occupational Injuries and Illnesses, effective ninety (90) days following the completion of small group certification training.

2.6.1 Ford will certify to OSHA that recordkeeping training has been completed and that all recordkeeping errors discovered during the corporatwide audit conducted pursuant to Section 2.6 Supra, have been corrected. Ford also agrees that recordkeeping audits will be conducted in each facility on a yearly basis to continue throughout the term of this agreement.

2.6.2 Annual reports shall be submitted to the OSHA area offices having jurisdiction over each of the facilities covered by this agreement. Copies of such reports shall also be provided to the union representing the workers at each facility. In such reports Ford will certify to the best of its knowledge that recordkeeping practices at all of its facilities listed in Appendices A and B are in compliance with the Act, the regulations at 29 C.F.R. Part 1904, the OSHA Log, and the Revised BLS Guidelines for Occupational Injuries and Illnesses.

2.7 During that portion of the records audit described in paragraphs 2.2 through 2.5, Complainant agrees not to issue any citations for any violation of 29 C.F.R. 1904.2 and 1904.4 prior to the completion of the twelve facility audit at those facilities covered by that audit only. In the event that it is necessary to perform the Company-wide review of records described in paragraph 2.6, Supra during the period of time commencing at the beginning of the small group certification training and ending at the conclusion of that Company-wide review, Complainant agrees not to issue any citations for any violation of 29 C.F.R. 1904.2 and 1904.4.

### III

#### 1. ERGONOMICS GENERAL RECOGNITION LANGUAGE

1.1 The parties to this agreement recognize that cumulative trauma disorders ("CTDs") are occupational illnesses that are prevalent in the automobile industry worldwide.

1.2 The parties also recognize that the control of CTDs is a complex and continuing process often requiring the application of a number of different control methods and technologies. These include an ergonomically safe design - which includes engineering controls to reduce or eliminate job related CTD stressors, e.g. force, position, repetition and vibration; employee and supervisory training and education; early recognition of the problem; early and proper medical diagnosis, treatment and care, follow-up; and administrative controls such as job enlargement, rotation and rest pauses.

1.3 The term CTD shall include but is not limited to the following conditions:

Cumulative trauma disorders (CTD) are chronic soft tissue problems of the musculoskeletal and peripheral nerve system. Examples of specific diagnoses within this class of disorders include tendonitis, tenosynovitis, synovitis,

carpal tunnel syndrome, stenosing tenosynovitis of the fingers (trigger finger), epicondylitis (tennis elbow or golfer's elbow), and low back pain syndrome. For purposes of this agreement CTDs shall not include illnesses or injuries related to noise exposure.

1.4 The parties shall meet on an annual basis to discuss Ford Motor Company's progress in dealing with CTDs. The contact persons for initiation of such meetings shall be the Director of Occupational Safety and Health Services for the Company or his designee, the Deputy Director for Compliance Programming for OSHA, and the UAW Coordinator for Health and Safety, Ford Department. Such meetings shall be at a mutually agreeable time and place.

1.5 Within 30 days after execution of this agreement, Ford Motor Company shall provide the Secretary with the name of a management contact person from each facility identified in Appendices A and B and covered by this agreement. The appropriate OSHA Area Director will contact the designated management representative, as well as the UAW contact person, whenever OSHA desires, to discuss activities undertaken by the facility pursuant to this agreement.

#### 2. UAW-FORD ERGONOMICS AGREEMENT

2.1 In an attempt to reduce injuries and illnesses through the application of ergonomic principles, the UAW-Ford National Joint Committee on Health and Safety, in conjunction with the University of Michigan, has developed a comprehensive ergonomics program entitled "Fitting Jobs to People: The UAW-Ford Ergonomics Process, ("the Process")

2.2 OSHA has reviewed the Process and recognizes the commitment made by both the UAW and Ford in attempting to reduce on the job injuries and illnesses by applying ergonomic principles to job design and work methods.

2.3 The Process is essentially divided into three main stages. Those stages are Process Start Up, Job Improvement Cycle, and Long-Term Development

2.4 Process Start Up. This stage involves the initiation of the ergonomics process through the formation and early activities of the Local Ergonomics Committee ("L.E.C.") The process start up stage involves the initiation of the program at the individual facility level. Numerous substeps are

involved at this stage including securing leadership commitment, selecting L.E.C. membership, and training. Through various meetings between local management and union leadership the importance of establishing an effective ergonomics program is stressed in order to improve working conditions, health and safety.

2.4.1 The L.E.C. is the very heart of the ergonomics process at each facility. The L.E.C. among other things is involved in making changes in jobs in order to reduce or eliminate causes of fatigue, discomfort and injury on the job.

2.4.2 The L.E.C. consists of a joint union-management team who meet on a regular basis. The UAW Plant Chairman and the facility manager act as Ex-Officio Chairpersons. Another member is the UAW Health and Safety Representative who is the acting Co-Chair of the committee. Other recommended members are a UAW Bargaining or District Committee person, manufacturing engineering representative, medical staffer, a skilled trades employee, a production employee, a supervisory production employee, and facility safety engineer.

2.4.3 The L.E.C. receives basic ergonomics training through the auspices of the UAW-Ford National Joint Committee on Health and Safety. Training of the L.E.C. members covers various areas of the ergonomics process including basic principles of ergonomics, identification and evaluation of ergonomic problems, project tracking, recordkeeping and finding and using outside resources.

2.5 Job Improvement Cycle. The Job Improvement Cycle is a systematic and practical approach to solving ergonomic problems in the workplace. The function of the L.E.C. within this cycle is to identify priority jobs, evaluate job stresses, develop solutions, participate in the implementation of solutions, document projects, and follow up on projects.

2.6 Long Term Development The final phase of the ergonomic process is the Long Term Development or "Continuous Improvement". This phase has three primary aspects which are specialized training, communication of ergonomics, and review and improve process.

2.7 In addition to basic training skills in ergonomic matters, the L.E.C. will receive specialized or advanced ergonomic training as appropriate. The UAW-Ford National Joint Committee on Health and Safety Process "Fitting Jobs to People" is one source for basic skills training as well as providing information to each facility about locally available training.

2.8 Communication of ergonomics is an important aspect of the ergonomics process. The L.E.C. as the central hub of communications, maintains a dialogue as well as support and resources with people inside and outside of the facility. Those resources range from facility management to division and corporate management, ergonomics specialists, medical staff, various union representatives and many more. The interrelationships that exist between these various entities are necessary to the effective functioning of the L.E.C.

2.9 Finally, the review and improve process allows L.E.C.s and each operating division to periodically examine the ergonomics process and evaluate its effectiveness. The review and improve process allows the L.E.C. to review progress made at the facility. The review process is done by the L.E.C. twice during the first year and once yearly thereafter. Some of the areas reviewed are the status of all ergonomic projects, plant ergonomic objectives, developing plans to implement improvements and long term followups on implemented changes. Over time, and with joint UAW-Ford direction, each operating division will analyze the existing Process and make necessary changes to improve its performance. The key in long term development is to move the ergonomic process from being predominantly reactive, i.e. one in which jobs that already exist are examined for ergonomic problems, to being predominantly proactive, i.e. one in which ergonomic principles are applied to the design stages of new jobs, equipment, tools, work stations and processes.

### 3. IMPLEMENTATION

3.1 Control and prevention of CTDs is a complex and continuous process. The parties recognize that the Process is ongoing on a continuous basis and that various activities set forth below will be taken place at the same time. However, the parties have set forth below the following outside time frames for the completion of the first cycle of the Process.

3.2 Ford shall continue to implement the Process, along with all process enhancements outlined in this agreement, within the time frames provided hereinbelow. Nothing in this agreement, or in the Process which provides for union involvement in the ergonomics process, shall relieve Ford of its ultimate responsibility under the Act.

3.3 Ford recognizes that there may be a need to provide corporate level assistance to the L.E.C.s in resolving problems relating to ergonomic issues. Should such a need present itself, Ford shall provide the assistance of its Corporate Ergonomist, and the assistance of outside ergonomic consultants on an as needed basis, as appropriate. Ford's medical director with the assistance of its corporate ergonomist shall have staff responsibility to oversee the activities of the various audit functions within the corporation, to assure the proper implementation of the agreement.

3.4 Recognizing that control and prevention of CTD's is a continuing process, except as otherwise provided in the agreement, Ford shall implement the first iteration of the Process in accordance with the following schedule:

3.4.1 Process Start Up. The activities described in paragraph 2.4 of this section, as well as the establishment of the L.E.C. s as described in paragraphs 2.4.1 to 2.4.3 of this section, will be completed in all facilities listed in Appendix A within ninety (90) days of the Commission' s final order and will be completed in all facilities listed in Appendix B by January 1, 1991.

3.4.2 Job Improvement Cycle. Identification of priority jobs, as described in Chapter 2 of the Process shall be completed by January 1, 1991, in all facilities listed in Appendix A and by July 1, 1991, in all facilities listed in Appendix B.

3.4.3 Evaluating Job Stresses and Developing Solutions. The activities described in Chapters 3 and 4 of the Process shall be completed by January 1, 1992, in all facilities listed in Appendix A and by July 1, 1992, in all facilities listed in Appendix B.

3.4.4 Implementing Solutions. The activities described in Chapter 5 shall be completed by January 1, 1993 in all facilities listed in Appendix A and by July 1, 1993 in all facilities listed in Appendix B.

3.4.5 While final engineering solutions are being identified or implemented or where they are not feasible, administrative solutions as described in part 7 of Chapter 4 of the Process shall be implemented.

### 4. ERGONOMICS AUDIT

4.1 Ford shall establish an ergonomics process audit to ensure the effectiveness of the Process at all facilities covered by this Agreement. The audit will include a review of the implemented controls and also ensure that each L.E.C. is functioning as described in the Process. The ergonomics audit is to be conducted with, and made an integral part of the Ford Safety and Health Audit protocols. The audit will be conducted at a minimum on an annual basis as part of either Corporate Occupational Health and Safety Audits or Division Safety Audits. In addition, a joint UAW-Ford Health and Safety Audit will be conducted as appropriate under the existing UAW-Ford Master Agreement. Audit procedures for Ford locations covered in Appendix B will be developed parallel to this ergonomics process audit protocol with union involvement. Consistent with the dates provided in Section 3.4 Supra, the auditing process shall commence on January 1, 1991.

## 5. Review of the Local Ergonomics Committee

5.1 To assess the activities of the L.E.C. Ford Motor Company agrees that the audit team will perform the following:

5.1.1 Review the written Mission Statement which reinforces the commitment of the group and states its main objectives.

5.1.2 Confirm that facility management has reviewed the Process and pledged its support for the activities of the L.E.C.

5.1.3 Review selected agendas which direct the focus of each meeting and meeting minutes.

5.1.4 Review records indicating that the L.E.C. is reviewing the facility's injury and illness experience data to identify and prioritize problem jobs for L.E.C. action and determine that priorities are appropriately set and accomplished in acceptable time frames.

5.1.5 Review selected records outlining the justification for L.E.C. actions taken since the last ergonomics audit. Facility documentation should include the description and status of all proposed projects. Chapter 6 of the UAW-Ford Ergonomics Process Job Improvement Guide contains examples of suggested documentation.

5.1.6 Review a representative sampling of engineering control changes addressed by the L.E.C. since the last ergonomics audit.

5.1.7 Conduct selected interviews to determine the success of implemented solutions and employee awareness of potential ergonomic hazards.

5.1.8 Review a representative sampling of equipment and building facilities to determine if ergonomic considerations are part of the design. Review the status of Process Change Technical Training for employees. Determine if employees are utilizing controls that have been put in place.

## 6. AUDIT FINDINGS AND RECOMMENDATION

6.1 Audit findings and recommendations will be shared with the L.E.C., facility management, and local union leadership. The L.E.C.'s successes and deficiencies will be discussed. Facility management will be required to respond to all recommendations of the audit team in a timely manner. All audit findings and facility management responses to audit reports will be made available upon request to OSHA.

7. Medical Program. Ford Motor Company shall, no later than 6 months after execution of this agreement, enhance its existing medical management program of early identification, assessment and treatment of CTDs at each of the facilities covered by this agreement, except as otherwise provided herein.

7.1 The medical program shall incorporate and develop the following concepts:

7.1.1 Ford will ensure the availability of work related employee health care services. The number of on-site Medical Department staff will depend on the size and individual circumstances of each facility.

7.1.2 The Medical Department staff shall conduct periodic workplace walkthroughs to remain knowledgeable about operations and work practices, assist in identifying jobs appropriate for

restricted employees, and maintain close contact with the employees. The Medical Department staff member of the L.E.C. will be involved in identifying risk factors for CTDs in the workplace. A record will be kept documenting the date of each walkthrough and area(s) visited.

7.1.3 Baseline data to measure on a facilitywide basis the extent of symptoms of work related disorders shall be collected. Employees shall be provided the questionnaire contained in the ergonomic portion of the

UAW-Ford Guidelines, Responsibilities and Safe Practices (GRASP) Handbook.(1) Employees shall be encouraged to provide responses to the questionnaire to their L.E.C.s, to facilitate the identification of high priority jobs. Except as otherwise provided in this agreement, this program or an alternative evaluation method will be repeated biennially. The program will be developed within six (6) months of the signing of this agreement and shall be concluded within eighteen (18) months thereafter.

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FOOTNOTE(1) GRASP is a training program developed by the UAW-Ford National Joint Committee on Health and Safety. The goal of GRASP is to ensure the health and safety of all employees by providing an ongoing health and safety process in all UAW-Ford facilities. GRASP builds on the existing knowledge and training of all employees in the areas of safe work practice, Ergonomics, Hazard Communication, Energy Control and Power Lockout and Powered Material Handling Vehicles.

7.1.4 Ford and the UAW are developing and implementing at their facilities a Job Safety Analysis Program ("JSA") Under the JSA Program each job category will be analyzed for safety and health hazards, including ergonomic stressors. Under this program, methods will be developed to train employees on how to avoid such hazards and mitigate ergonomic stressors. These JSAs will be reduced to writing and will be utilized to assist supervisors and the medical department as appropriate in assigning light duty work to restricted employees Except as otherwise provided in this agreement, the JSA Program will be developed within six (6) months of the signing of this agreement and shall be concluded within eighteen (18) months thereafter.

7.1.5 Prior to employment, all workers will receive a baseline health examination which will include a medical and occupational history, and a physical examination. If medical problems are identified, appropriate job restrictions may be required for the safety and health of the individual and co-workers. Baseline health examinations will be documented and filed with the individual's employee health records.

7.1.6 Employees will be encouraged by the Medical Department staff and line supervisors to report early signs and symptoms of CTDs to the facility Medical Department.

7.2 Ford Motor Company will use the following approach to evaluate, treat, issue restrictions and follow-up for CTDs.

7.2.1 All physicians and nurses at the facilities covered by this Agreement shall evaluate and treat CTDs in a manner consistent with the principles presented in the training developed in Section 8 of this Agreement.

7.2.2 An employee with a possible CTD will be encouraged to report to the facility Medical Department. A screening and occupational history by a physician or nurse will be performed to identify the location, duration and onset of the complaint. A brief non-invasive screening examination for the evaluation of a possible CTD will be performed.

7.2.3 Treatment, if indicated, will be initiated in the facility Medical Department and/or at an

outside medical clinic. When no physician or nurse is present at a facility, an employee will be referred to an outside medical clinic as appropriate.

7.2.4 Various levels of facility management, with input from the Medical Department, will attempt to place restricted employees on appropriate jobs consistent with their capabilities, limitations, and seniority. Should an issue arise in placing a restricted employee, the medical department shall assist in the placement of the employee. In any event no restricted employee will be placed in a job inconsistent with such restrictions. The employee will not be returned to a job that will exacerbate the condition. If an employee's work related CTD condition worsens while medical treatment is being administered and while continuing to work, efforts will be made to reduce or eliminate ergonomic job stressors for that individual and, if appropriate, for the job operation.

7.2.5 All employees evaluated in the Medical Department will be given specific and/or return as needed follow-up instructions which will be documented on the medical record. Ford will provide follow up medical care to symptomatic employees as appropriate.

7.3 Every encounter in a facility Medical Department to evaluate, treat, and/or follow-up an employee with complaints of a CTD will be documented by the physician or nurse on the employee's medical record. Appropriately trained personnel will be responsible for recording occupational injuries and illnesses according to the BLS guidelines.

7.4 In those facilities where a Medical Department exists, a Medical Department staff person will be a member of the L.E.C. The Medical Department staff person will be responsible for analyzing injury and illness records and communicating the results to the L.E.C. Analysis of this information may involve looking at the frequencies, incident rates, and severity rates of occupational injuries and illnesses. The specific records to be reviewed may include the Medical Case Record, Ford Form #5130 (equivalent to OSHA 101 Form) ; the Log of Occupational Injuries and Illnesses, Ford Form #5100 (equivalent to OSHA 200 Log); Worker's Compensation Records; Sickness and Accident Records.

7.5 All personal information gathered while analyzing records will be kept confidential.

7.6 Reports with personal identifiers redacted from outside medical personnel, Ford Medical Department staff, worker's compensation representatives, sickness and accident benefit representatives, Ford Motor Company Management, Union Leadership and employees, which identify ergonomic hazards will be communicated to the L.E.C.

7.7 No employee shall be unlawfully discriminated against because they reasonably request and visit the medical facilities or because they have diagnosed CTD problems.

8. MEDICAL DEPARTMENT STAFF EDUCATION AND TRAINING. Ford Motor Company will design and implement a CTD education and training program for appropriate Medical Department staff.

8.1 The program shall include the normal anatomy of the upper extremity, neck and low back. The identification, assessment, treatment, restrictions, referral, and follow-up of CTDs will be covered. The frequently occurring occupationally induced CTDs, such as carpal tunnel syndrome, tendonitis, tenosynovitis, DeQuervain's syndrome, trigger finger, gamekeepers' thumb, cervical spine pain syndrome, low back pain syndrome and epicondylitis will be emphasized.

8.2 Appropriate Medical Department staff will also receive an introduction to ergonomics which includes the effects of poor job design, identifying priority problem jobs, evaluation of job stresses, and developing and implementing ergonomic solutions.

8.3 Facilities with a Medical Department will send at least one staff member to the education and training conference. The conference proceedings will be video taped and distributed to all Medical

Department facilities for those individuals who do not attend the conference. In addition, the video tape will be made available to part time medical staff and outside medical professionals frequently utilized by Ford.

8.4 The program shall include provisions for the training of all appropriate Medical Department staff in the principles of ergonomics and in the identification, assessment, treatment and rehabilitation of employees with CTDs.

8.5 All full time Medical Department staff will receive the above noted education and training by July 1, 1991.

9. EMPLOYEE EDUCATION AND TRAINING. Ford Motor Company will design and implement an ergonomics education and training program for employees at all facilities covered by this agreement. Except as otherwise provided in this agreement, this program will be developed within six months of the signing of this agreement, and shall be concluded within eighteen (18) months thereafter.

9.1 General ergonomics training will be conducted for all employees, directly involved in manufacturing, assembly or warehousing activities, both hourly and salaried at all facilities covered by this agreement.

9.2 The training and education program will include a general introduction on ergonomics including the topics of force, frequency, and posture. The program shall also include the etiology and recognition of CTD symptoms, the existence of the L.E.C. and the need to report early CTD symptoms to the facility Medical Department.

9.3 All employees working at jobs determined under this Agreement to be causing or likely to cause CTD hazards shall receive job specific training in accordance with the Administrative Controls Section of Chapter 4, Part 7 of the Process. Additionally, such training will be addressed in the Job Safety Analysis Program referenced in paragraph 7.1.4 of this section.

9.4 The program shall include education for employees, supervisors, and management on CTD prevention with emphasis on early recognition.

9.5 The education and training described herein above will be accomplished through the use of seminars, meetings, and/or program video tapes which will be developed and distributed to the facilities listed in Appendices A and B.

10. ERGONOMIC REPORTS. Quarterly summaries, comprised of segregated L.E.C. records outlining the facility's activities in implementing the Process as supplemented by this Agreement, shall be prepared and maintained at each facility covered by this Agreement. Such records will be made available upon request to OSHA or, in state plan jurisdictions, the agency having jurisdiction over the facility. These summaries shall describe the activities under this program during the previous three month period, including a list of the current members of the L.E.C., the training status of the L.E.C., an updated facility Ergonomic Mission Statement and Action plan, L.E.C. meeting minutes, a priority listing and overview of jobs considered by the L.E.C., and actions taken or to be taken on identified jobs. Annual reports shall be submitted to OSHA's National Office, Office of Compliance Programming. Such reports will cover the previous 12 months calendar year and shall be submitted no later than March 31st of the following year. Reports shall summarize the results and activities of the corporation in implementing and carrying out the Process.

11. Reports required under this agreement shall be furnished to appropriate employee collective-bargaining unit representatives or, where no such unit exists, to safety and health committees.

12. ENTRY ONTO COMPANY FACILITIES. Ford agrees to allow OSHA access to all of its facilities

and appropriate documents to determine progress and compliance with this Agreement and to conduct compliance inspections under the Occupational Safety and Health Act. OSHA agrees that assuming implementation of the Process as supplemented by this Agreement, it shall not conduct general schedule inspections as to ergonomic issues covered by this Agreement at covered facilities, except that OSHA may conduct baseline and monitoring inspections to determine compliance with this Agreement and all other types of inspections permitted under the OSH Act.

13. If, during the course of any inspection conducted during the life of this Agreement, the Secretary detects a situation or condition related to the coverage of this Agreement which would ordinarily result in citation, the Secretary will determine whether the condition is being or will be addressed as part of the facility's activities pursuant to this Agreement. If the condition is reasonably being addressed or will be addressed pursuant to this Agreement, no citation shall be issued.

14. OSHA retains the right to issue ergonomic related citations to any facility covered by this Agreement in the event Ford Motor Company is determined by OSHA not to be implementing this Agreement in good faith, or if it is determined that an ergonomic issue is not being reasonably addressed at a facility. 15. If Ford Motor Company has proceeded in good faith in complying with the terms of this Agreement and an extension of time is needed, Complainant will agree to a reasonable extension of time for compliance, requested pursuant to 29 C.F.R. 1903.14a(b)

16. COMPROMISE OF DISPUTED CLAIMS. This Settlement Agreement or the statements and findings made by Respondent or Ford in connection herewith or hereafter in fulfilling its obligations hereunder do not and shall not constitute an admission by Respondent or Ford of any violation of the Act.

16.1 This Settlement Agreement shall not be used in any proceeding before any court, agency, commission or any other body except for further proceedings under the Act.

16.2 Nothing contained in this Settlement Agreement shall preclude Complainant at the conclusion of the term of this Settlement Agreement from investigating any of the plants or conditions covered in this Settlement Agreement and, if appropriate, from issuing citations relating to the conditions covered in this Settlement Agreement.

17. TERM OF SETTLEMENT AGREEMENT. This Settlement Agreement shall commence as of \_\_\_\_\_ 1990, and shall continue for five years unless terminated earlier by either Complainant or Ford, in writing, after June 30, 1994.

#### IV

##### 1. COVERED FACILITIES

1.1 This Agreement covers FERCO's Lansdale, Pennsylvania facility and all other Ford facilities described in Appendices A and B to this Agreement.

1.2 Part III of this Agreement shall not apply to any Ford facility or subsidiary which is divested by Ford prior to July 1, 1991. In the event Ford New Holland, Inc. ("FNH") and Ford Aerospace Corporation ("FAC") are not divested by Ford prior to July 1, 1991, all implementation and completion dates contained in Part III of this agreement shall be deferred or extended for twelve (12) months for all FNH and FAC facilities listed in Appendix B.

1.3 Ford Motor Company and OSHA recognize that three facilities are not covered by the Agreement and its employees are represented by unions other than the UAW. These facilities are located in states that are under OSH State plans. The facilities are Ford Aerospace and Communications Corp., Palo Alto, California, Ford Aerospace and Communications Corp.,

Connersville, Indiana and Ford Electronic and Refrigeration Corp., Bedford, Indiana. Ford Motor Company and OSHA agree to encourage the collective bargaining agents in these facilities to participate in the Process as supplemented by the Agreement.

V

1. STATE PLAN

1.1 Ford Motor Company and OSHA recognize that certain of the facilities covered by this Agreement are located in states which have assumed authority for the enforcement of OSHA standards pursuant to section 18 of the Occupational Safety and Health Act. (The plants are followed by an asterisk (\*) in Appendices A and B).

1.2 The states are encouraged to honor or agree to the terms of this Agreement, and to this end it is Ford Motor Company's intent to meet with each relevant state OSHA authority to attempt to execute an agreement similar to this Agreement.

VI

1. 11b of the Act

1.1 Ford acknowledges that as a result of the affirmance of this Settlement Agreement by an Order of the Occupational Safety and Health Review Commission, provisions of this Settlement Agreement may be subject to a Summary Enforcement Order pursuant to 11(b)(29 U.S.C. 660(b)) of the Act. Any failure of Ford to comply in good faith with the terms of the OSH Review Commission's Order as enforced by the U.S. Court of Appeals may be prosecuted by the Secretary as a contempt of court action.

VII

The parties agree to bear their own attorneys' fees, costs, and other expenses that have been incurred in connection with any stage of these proceedings up to and including the filing of this Agreement.

FOR RESPONDENT :

FOR COMPLAINANT :

SECRETARY OF LABOR  
U.S. DEPARTMENT OF LABOR

ALAN MC MILLAN  
Deputy Assistant Secretary  
of Labor for Occupational  
Safety and Health

DATE :

ROBERT P. DAVIS  
Solicitor of Labor

FOR UNITED AUTOMOBILE  
WORKERS :

MARSHALL H. HARRIS  
Regional Solicitor

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Franklin E. Mirer  
 Director Health and Safety Dept.  
 International Union, UAW

MATTHEW RIEDER  
 Regional Counsel  
 for Occupational Safety  
 and Health

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Thomas A. Brown, Jr.  
 Trial Attorney

APPENDIX A

FORD PLANTS IN OSHA NATIONAL AGREEMENT

STATE PLAN STATES*	UAW MASTER AGREEMENT FACILITIES	
PLANT	CITY/STATE	OTHER UNION AFFILIATIONS IN ADDITION TO U.A.W.
Assembly Plant	Atlanta, Georgia	
Edison Assembly Plant	Metuchen, New Jersey	
*Assembly Plant	Norfolk, Virginia	
Assembly Plant	Lorain, Ohio	
Atlanta-Hopeville Parts Department	Atlanta, Georgia	
Batavia Transaxle	Cincinnati, Ohio	
*Brownstown Parts Center	Brownstown, Michigan	
Buffalo Stamping Plant	Buffalo, New York	
Chicago Assembly Plant	Chicago, Illinois	
Chicago Parts Depot	Chicago, Illinois	
Chicago Stamping	Chicago, Illinois	
Cleveland Casting	Cleveland, Ohio	IBEW (International Brotherhood of Electrical Workers) IUOE (International Union of Operating Engineers) Pattern Makers League
Cleveland Engine Plant 1	Cleveland, Ohio	IBEW, IUOE

Cleveland Engine Plant 2	Cleveland, Ohio	IBEW
Dallas Parts and Distribution	Dallas, Texas	
* Dearborn-Tool & Die	Dearborn, Michigan	
* Dearborn Assembly Plant A	Dearborn, Michigan	
* Dearborn Engine	Dearborn, Michigan	
* Dearborn Frame	Dearborn, Michigan	
* Dearborn Glass Plant	Dearborn, Michigan	
* Dearborn Stamping	Dearborn, Michigan	
* Detroit Parts Depot	Redford, Michigan	
FD Ohio Truck	Avon Lake, Ohio	
FD Tulsa Glass	Tulsa, Oklahoma	
Kansas City Assembly Plant	Kansas City, Missouri	
* Kentucky Truck	Louisville, Kentucky	
Lima Engine Plant	Lima, Ohio	
* Livonia Transmission	Livonia, Michigan	
Metal Stamp/Maumee Stamp	Maumee, Ohio	
* Michigan Truck Plant	Wayne, Michigan	
* Milan Plastics	Dearborn, Michigan	
* Monroe Stamping	Monroe, Michigan	
* Mt. Clemens Plastic	Mt. Clemens, Michigan	
* Nashville Glass	Nashville, Tennessee	
New York Parts Depot	Teterboro, New Jersey	
* Parts Depot	Los Angeles, California	
* Parts Depot	San Francisco, California	
Parts Depot	Denver, Colorado	
Parts Depot	Jacksonville, Florida	

Parts Depot	Lenexa, Kansas
* Parts Manufacturing Plant	Indianapolis, Indiana
* Pilot Plant	Allen Park, Michigan
Plastics Div./ Sandusky Ohio	Sandusky, Ohio
* Rawsonville Pts. Mfg.	Rawsonville, Michigan
* Romeo Engine Plant	Romeo, Michigan
* Saline Plant	Saline, Michigan
Sharonville Transmission	Cincinnati, Ohio
* Sheldon Road	Plymouth, Michigan
* St. Louis Assembly	St. Louis, Michigan
* Sterling Axle Plant	Sterling, Michigan
* Truck Assembly - Louisville	Louisville, Kentucky
* Twin Cities Assembly Plant	St. Paul, Minnesota
* Utica Trim Plant	Utica, Michigan
* Van Dyke Plant	Sterling H. Michigan
* Vulcan Forging Operations	Dearborn, Michigan
Walton Hills Stamping	Cleveland, Ohio
* Wayne Assembly Plant	Wayne, Michigan
* Wixom Assembly Plant	Wixom, Michigan
* Woodhaven Stamping	Woodhaven, Michigan
* Ypsilanti Parts Plant	Ypsilanti, Michigan
* Ford Motor Caribbean	Conovanas, Puerto Rico
* National Parts Redistribution Center	Livonia, Michigan

APPENDIX B  
FORD PLANTS IN OSHA NATIONAL AGREEMENT

## State Plan States\* NON MASTER AGREEMENT FACILITIES

PLANT	CITY/STATE	UNION AFFILIATIONS
* Ford New Holland Distribution Center	Palo Alto, California	UAW
Ford Aerospace & Communications Corporation	Colorado Springs, Colorado	UAW
Ford New Holland	Ft. Lauderdale, Florida	UAW
Windsor Export Supply Operations	Jacksonville, Florida	UAW
Ford New Holland Distribution Center	Tucker, Georgia	UAW
* Ford New Holland, Inc.	Troy, Michigan	UAW
* Ford New Holland Distribution Center	Bloomington, Minnesota	UAW
Ford New Holland Grand Island Plant	Grand Island, Nebraska	UAW
Ford New Holland Distribution Center	Cohoes, New York	UAW
Ford New Holland Belleville Plant	Belleville, Pennsylvania	UAW
Ford Aerospace & Communications Corp.	Horsham, Pennsylvania	UAW
Ford Electronics & Refrigeration Corp.	Lansdale, Pennsylvania	IBT, UAW
Ford New Holland General Office & Headquarters	New Holland, Pennsylvania	UAW
* Ford New Holland Distribution Center	Memphis, Tennessee	UAW
Assembly Plant Material Services, Inc.	Atlanta, Georgia	UAW
* Assembly Plant Material Services, Inc.	Munster, Indiana	UAW
Ford New Holland Parts and Distribution	Lenexa, Kansas	UAW
* Ford New Holland Parts and Distribution	Troy, Michigan	UAW
Ford New Holland Parts and Distribution	Dallas, Texas	UAW

APPENDIX C  
SAMPLE SIZE TABLE

PLANT POPULATION SIZE	SAMPLE SIZE
20,000	73
10,000	73
5,000	72

## OSHA ARCHIVE

**NOTICE: This is an OSHA Archive Document, and no longer represents OSHA Policy. It is presented here as historical content, for research and review purposes only.**

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Occupational Safety & Health Administration  
200 Constitution Avenue, NW  
Washington, DC 20210