

**AGREEMENT ESTABLISHING AN ALLIANCE BETWEEN
THE MINE SAFETY AND HEALTH ADMINISTRATION
U.S. DEPARTMENT OF LABOR
AND
THE PORTLAND CEMENT ASSOCIATION**

The Mine Safety and Health Administration (MSHA) and the Portland Cement Association (PCA) recognize the value of renewing a collaborative relationship to foster safer and more healthful working conditions at the Nation's mining and milling operations.

MSHA and PCA hereby renew their Alliance to provide cement industry personnel with information, guidance, and access to training resources that will help protect the health and safety of those working at cement manufacturing plants and quarries.

MSHA and PCA will work together to achieve the following education and training goals designed to improve worker health and safety:

- Provide information, education and training, and technical assistance to raise safety and health awareness within the cement manufacturing industry, and to help prevent injuries and illnesses and protect worker safety and health;
- Conduct annual summary analyses of incidence rates for U.S. cement plants, and perform worker injury and illness case studies to identify hazardous safety and health conditions and practices;
- Develop education and training programs for operator and contractor employees working in cement manufacturing plants and quarries; and
- Develop and share best practices and effective approaches to improve operator and contractor safety and health in cement manufacturing plants and quarries.

MSHA and PCA will strive to achieve the following outreach and communications goals:

- Develop and disseminate information on worker safety and health issues at conferences, events or through print and electronic media, including links from MSHA's and PCA's web sites;
- Proactively address worker safety and health issues by speaking, exhibiting, presenting at conferences, meetings and other events;
- Raise awareness and demonstrate commitment to worker safety and health whenever MSHA or PCA leaders address groups;
- Convene or participate in forums, round table discussions, or stakeholder meetings to forge innovative solutions to worker health and safety issues; and
- Publicize the results of worker injury and illness case studies through print, electronic media, promotion at conferences, or other means of outreach.


Representatives of both organizations will continue to meet at least two times a year to refine a plan of action, address working procedures, identify roles and responsibilities of the participants, and track and share information on activities and results in achieving the goals of the Alliance.

PCA is authorized, with the approval of MSHA, to use the MSHA Alliance logo on documents, web pages, or other products relating to or created under the Alliance for as long as the Alliance remains in effect and according to MSHA's "Guidance on the Use of the Alliance Logo" at [https://www.msha.gov/sites/default/files/Support Resources/logo-guidance.pdf](https://www.msha.gov/sites/default/files/Support%20Resources/logo-guidance.pdf). The logo must not be used for fundraising or lobbying efforts or to imply that MSHA endorses a particular entity or its actions or products. Before the Alliance logo may be used, MSHA and PCA must approve all materials and products developed under this Alliance. When possible, all documents or other products with the logo must contain the following statement:

This product was developed as part of the MSHA Alliance Program. It does not necessarily reflect the official views of MSHA. Use of the Alliance logo is reserved for MSHA and its active Alliance partners. The MSHA Alliance Program is to promote miner safety and health through voluntary partnerships, which provide training and education, outreach, technical assistance, and a national dialogue on mine safety and health. For more information, contact MSHA at (202) 693-9414 or <https://www.msha.gov/support-resources/alliances-mous/msha-alliance-program-0>.

MSHA and PCA will provide all services, products, and resources relating to or created under this Alliance without reimbursement from the other party. This Alliance creates no private right of action against the Federal Government or PCA. This Alliance creates no rights in any third party. This Alliance is subject to the availability of funds. This agreement will not be construed as obligating funds. Nothing in this agreement obligates MSHA to expend appropriations or enter into any contract or other obligations. Nothing in this Alliance shall limit, supersede, or otherwise affect MSHA's normal operations or decisions in carrying out its statutory or regulatory duties. This Alliance does not limit or restrict the parties from participating in similar activities or arrangements with other entities. This Alliance also does not limit or restrict the parties from taking any other action necessary.

This agreement will remain in effect until December 31, 2022. 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 concurrence of both signatories.



David G. Zatezalo
Assistant Secretary of Labor for
Mine Safety and Health

Date 12-17-19



Michael Ireland
President and CEO
Portland Cement Association

Date 12/17/19