# SUPPORTING STATEMENT FOR THE INFORMATION COLLECTION REQUIREMENTS IN OSHA'S ALLIANCE PROGRAM OFFICE OF MANAGEMENT AND BUDGET (OMB) CONTROL NUMBER 1218-0274 (September 2025)

The agency is seeking an extension of a currently approved data collection.

#### A. JUSTIFICATION

1. Explain the circumstances that make the collection of information necessary. Identify any legal or administrative requirements that necessitate the collection. Attach a copy of the appropriate section of each statute and regulation mandating or authorizing the collection of information.

Section 1 of the Occupational Safety and Health Act of 1970 (the "OSH Act") provides that the OSH Act's purpose is to assure safe and healthful working conditions for working men and women by, among other things, providing for research, information, education, and training in the field of occupational safety and health. In addition, section (2)(b)(1) of the OSH Act (29 U.S.C. 651) authorizes the Occupational Safety and Health Administration ("OSHA" or the "agency") to assure safe and healthful working conditions by encouraging employers and employees to reduce the number of occupational safety and health hazards at their places of employment and to stimulate employers and employees to institute new and to perfect existing programs for providing safe and healthful working conditions.

2. Indicate how, by whom, and for what purpose the information is to be used. Except for a new collection, indicate the actual use the agency has made of the information received from the current collection.

The agency created the Alliance Program in 2002 as a structure for working with groups that are committed to worker safety and health. The program enables OSHA to enter into voluntary, cooperative relationships at the National, Regional, or Area Office level with industry, labor, and other groups to improve workplace safety and health; prevent workplace fatalities, injuries, and illnesses; and reach employers and workers that OSHA may not otherwise reach through its traditional methods. These groups include trade or professional organizations, businesses, unions, consulates, faith- and community-based organizations, and educational institutions. OSHA and the groups work together to share workplace safety and health information with workers and employers, encourage participation in agency initiatives, develop compliance assistance tools and resources, and educate workers and employers about their rights and responsibilities. Alliance Program participants do not receive exemptions from OSHA inspections or any other enforcement benefits.

OSHA collects information from program participants for a variety of reasons during several phases of an Alliance. During the development of an Alliance agreement, the information collected on industry hazards, operations, and areas of concern is necessary for the agency to determine the areas of collaboration that will be most beneficial to both organizations (OSHA and the participant), and to tailor an agreement that is signed by OSHA and the Alliance participant. Throughout the working life of the agreement, the information collected on the Alliance participant's activities in support of the agreement is necessary to assess the continued effectiveness of individual Alliances, and the Alliance Program as a whole, in meeting their stated objectives. It also enables OSHA to adjust the focus of the collaborative effort with an individual Alliance and target the agency's limited resources toward productive Alliances.

OSHA collects information from organizations that are signatories to an Alliance agreement ("Alliance participants"). OSHA collects this information through meetings, informal conversations, and data forms. As noted, OSHA also uses the collected information to develop Alliance agreements, support Alliance activities, and Alliance agreement objectives, and develop annual evaluations, and program-wide reports.

#### A. Establishment and Renewal of Alliance Agreements

Alliance participants work with OSHA to develop agreements with well-defined goals, and specific objectives and activities. Agreements commonly identify specific hazard(s), operations, or other areas of concern; the targeted segment within the workforce; and the planned activities to meet the agreement's overarching goals and objectives. OSHA provides templates for Alliance agreements and works with the Alliance participant to gather the information necessary to customize and complete the agreement through meetings, informal conversations, and review of a draft agreement.

As part of the development of a new or renewed Alliance, OSHA may ask the Alliance participants about the composition of their industry, workplace operations and hazards of concern, organization membership, and specific questions such as:

- What are the primary workplace safety and health hazards in your industry?
- What are the emerging workplace safety and health hazards in your industry?
- What best practices does your industry use to address workplace safety and health hazards?
- What tools, training, and events do you use to reach members and industry stakeholders?

Purpose: OSHA uses the Alliance agreements to establish the broad goals and specific objectives of the Alliances.

#### B. Establishment of Ambassador Relationship

After successful completion of an initial alliance term and one renewal term, Alliance participants are eligible to be promoted to Alliance Program Ambassador status. Alliance participants that are promoted to Ambassador status sign a standard document with OSHA that remains in effect for the duration of an ongoing cooperative relationship. Ambassadors are still

considered active Alliance participants; however, they are no longer subject to certain administrative requirements, such as Renewal Agreements, Alliance Data Reporting, and Alliance Annual Evaluations.

Purpose: OSHA uses Ambassador documents to recognize long-time Alliance participants that have built and will continue to maintain a productive collaborative relationship with the agency. The Ambassador relationship streamlines administrative requirements for both OSHA and Alliance participants.

#### C. National Alliance Data Reporting - Biannual Alliance Data Reporting Form

National Alliance participants that have not yet reached Ambassador status are required to complete the Biannual Alliance Data Reporting Form twice a year and submit it to OSHA. The information is regarding activities conducted by the participant(s), including dissemination, outreach events and public training, and training for OSHA staff. Participants include an estimate of the number reached for each activity and the OSHA emphasis areas associated with those activities.

Purpose: OSHA uses the information from the forms (national Alliances) and collaborative data gathering (Regional and Area Office Alliances) to compile annual evaluations for individual Alliances and assess the effectiveness of the individual Alliance in meeting agreed goals and objectives. OSHA uses aggregate data from active Alliances to assess the impact of the program as a whole in meeting the agency's strategic plan goals and strategies related to outreach and communication. The success experienced by these Alliances, when shared, can serve as a means to further promote improvement in worker safety and health.

## D. Alliance Annual Evaluations - Collaborative Data Gathering from Regional and Area Office Alliance Participants

Regional and Area Office Alliance participants that have not yet reached Ambassador status do not use the Biannual Alliance Data Reporting Form to provide information to the agency. Instead, OSHA personnel work with Regional and Area Office Alliance participants to gather and verify information about individual Alliance activities in order to conduct Alliance Annual Evaluations.

Purpose: See the previous purpose statement, above.

#### E. Alliance Participant Activities

Alliance participants conduct a range of activities as specified in the agreement. The following activities are required as a condition for participation in the program.

- 1. **Communication with OSHA staff**: Alliance Program participants must assign a point-of-contact to OSHA who will:
  - a. Respond timely to email inquiries/telephone calls from OSHA staff.

- b. Participate in Alliance meetings, as scheduled.
- c. Keep OSHA staff abreast of any significant communication/outreach or collaboration with any US Department of Labor-affiliated entity or staff (e.g., other DOL agencies, Office of the Assistant Secretary for OSHA, other DCSP offices, other OSHA directorates, and any OSHA Regional or Area Offices.)
- 2. **Outreach and dissemination**: Alliance Program participants must disseminate information to their members and/or stakeholders, including employers and workers in their industry (e.g., via email blasts, blog entries, newsletters, case studies, and social media), regarding OSHA rulemakings, enforcement initiatives, compliance assistance resources, and outreach campaigns and initiatives.

Some Alliance participants will also conduct the following activities:

- 1. **Alliance webpage**: Each National Alliance participant must develop, publish and maintain a stand-alone webpage devoted to the Alliance and to safety and health issues affecting workers in the Alliance Program participant's industry.
- 2. **Alliance projects**: Alliance participants that conduct activities beyond outreach and dissemination must follow the *Guidelines for OSHA's Alliance Program Participants*: *Alliance Products and Other Alliance Projects*. For selected projects, Alliance participants may work with OSHA to develop project plans. Project plans are not required for all Alliance projects but may be used to help manage complex projects with longer timeframes. To inform the selected projects, Alliance participants may gather information from members related to a specific operation or hazard, the range and type of exposures to workers, common injuries, and illnesses, supporting exposure and injury data, and industry practices to control exposures. Alliance participants identify the information needed to inform a project and select the best mechanism to gather it (e.g., through informal meetings, an existing safety and health committee, focus groups, or surveys).
- 3. **Outreach events**: Some Alliance participants participate in an event such as a roundtable, conference, informational webinar, stand-down, meeting, or training in support of the Alliance or an OSHA initiative.
- 4. **Training for OSHA staff**: Some Alliance participants provide safety and health training for OSHA staff or OSHA-affiliated staff (State Plan and On-Site Consultation Program staff). Participants make existing training available to OSHA or may work with OSHA training and education staff to develop training suitable for OSHA.
- 5. **Evaluating impact**: OSHA will ask National Alliance participants to complete the *Alliance Feedback Questionnaire* to gather information on the value and impact of an Alliance's activities.

3. Describe whether, and to what extent, the collection of information involves the use of automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses and the basis for the decision for adapting this means of collection. Also, describe any consideration of using information technology to reduce burdens.

OSHA does not require the use of a specific technology by Alliance participants for reporting requested data but encourages electronic reporting of requested information using an online Salesforce portal. As noted, information may be gathered in meetings and via informal conversations to develop the agreement, and throughout the life of the Alliance. OSHA also makes available a spreadsheet version for national Alliance participants that can be completed electronically and submitted via email. The data received from participants is transferred manually by OSHA to databases, spreadsheets, and reports for use in generating annual evaluations and program reports. Alliance Program participants may use improved information technology, whenever appropriate, to make, keep, and preserve the required records. OSHA is only interested in the data it requests, not how it is gathered and retained by the participant. Where the technology exists, OSHA welcomes the use of information technology to reduce the burden.

4. Describe efforts to identify duplication. Show specifically why any similar information already available cannot be used or modified for use for the purposes described in Item A.2, above.

Each Alliance is unique, and the information needed is available only from the organizations that are signatories to the Alliance. As an Alliance is established, OSHA and the participants will identify the data needed to assess the effectiveness of the Alliance. The information collected and maintained is specific to each Alliance and it is not duplicated

5. If the collection of information impacts small businesses or other small entities, describe any methods used to minimize burden.

Alliance Program participants are typically trade or professional associations, some of which qualify as small businesses. OSHA provides agreement templates to reduce the burden on all applicants, including small businesses. OSHA works with Alliance Program participants during the development of each Alliance (new and renewal) to select the information that will be collected, based on the goals of the agreement and the information that is readily available to the organization. Including the organization's members in this process helps minimize the information collection burden. After an agreement is signed, OSHA also works collaboratively with Alliance participants, including small businesses, to gather information for annual evaluations, and reduce the annual reporting burden on those Alliance participants. Finally, promoting long-time, successful participants to Ambassador status allows OSHA and participants to maintain a cooperative relationship while eliminating administrative requirements such as subsequent Renewal Agreements, Alliance Data Reporting, and Alliance Annual Evaluations.

# 6. Describe the consequence to Federal program or policy activities if the collection is not conducted or is conducted less frequently, as well as any technical or legal obstacles to reducing burden.

OSHA collects information as part of the Alliance activities described in Item 2 above. OSHA collects information during the establishment of an Alliance agreement, which is a one-time exercise, and during the renewal of an Alliance agreement, which occurs every two to five years. Eliminating or reducing the frequency of this information collection would make it difficult or impossible for OSHA to sign meaningful Alliance agreements that address safety and health issues of concern to OSHA and the Alliance participants.

The Biannual Alliance Data Reporting Form is submitted twice a year by National Alliance participants that have not yet been promoted to Ambassador status. OSHA uses information from the Salesforce portal or spreadsheets (National Alliances) and collaborative data gathering (field Alliances) to conduct annual evaluations. Eliminating or reducing the frequency of the information collection would limit OSHA's ability to evaluate the impact of individual Alliances and the program as a whole and would make it more difficult for OSHA to make improvements to the program. This would also effectively hinder OSHA's ability to measure success as required by the Government Performance Results Act (GPRA) and OSHA's Operating Plan.

Information collection as part of other Alliance activities (communication with OSHA staff, dissemination, and outreach, etc.) occurs periodically during the life of an Alliance. Reducing the frequency of these activities would significantly limit the effectiveness of the Alliances.

There are no technical or legal obstacles to reducing the burden.

### 7. Explain special circumstances that would cause an information collection to be conducted in a manner:

- requiring respondents to report information to the agency more often than quarterly;
- requiring respondents to prepare a written response to a collection of information in fewer than 30 days after receipt of it;
- requiring respondents to submit more than an original and two copies of any document;
- in connection with a statistical survey, that is not designed to produce valid and reliable results that can be generalized to the universe of study;
- requiring the use of statistical data classification that has not been reviewed and approved by OMB;

- that includes a pledge of confidentiality that is not supported by authority established in statute or regulation, that is not supported by disclosure and data security policies that are consistent with the pledge, or which unnecessarily impedes sharing of data with other agencies for compatible confidential use; or
- requiring respondents to submit proprietary trade secret, or other confidential information unless the agency can demonstrate that it has instituted procedures to protect the information's confidentiality to the extent permitted by law.

There are no special circumstances that would require the information to be collected in a manner that is inconsistent with the above guidelines.

8. If applicable, provide a copy and identify the date and page number of publication in the Federal Register of the agency's notice, required by 5 CFR 1320.8 (d), soliciting comments on the information collection prior to submission to OMB. Summarize public comments received in response to that notice and describe actions taken by the agency in response to these comments. Specifically address comments on cost and hour burden.

Describe efforts to consult with persons outside the agency to obtain their views on the availability of data, frequency of collection, the clarity of instructions and recordkeeping, disclosure, or reporting format (if any), and on the data elements to be recorded, disclosed, or reported.

Consultation with representatives of those from whom information is to be obtained or those who must compile records should occur at least once every three years -- even if the collection of information activity is the same as in prior periods. There may be circumstances that may preclude consultation in a specific situation. These circumstances should be explained.

As required by the Paperwork Reduction Act of 1995 (44 U.S.C. 3506(c)(2)(A)), OSHA published a notice in the *Federal Register* on July 11, 2025 (90 FR 30989) soliciting comments on its proposal to revise the Office of Management and Budget's (OMB) approval of the information collection requirements specified in the OSHA'S Alliance Program, under OSHA Docket OSHA-2018-0006. The notice was part of a preclearance consultation program intended to provide those interested parties with an opportunity to comment on OSHA's request for an extension by the Office of Management and Budget (OMB) of a previous approval of the information collection requirements found in the above Standard or Program.

The agency received an anonymous public comment in response to this notice, under docket ID number: OSHA-2018-0006-0023. The commenter states that the program does not contain useful information, the requirements are not appropriate, the accuracy and the methodology of collection should be evaluated by the appropriate authority to ensure the validity of this information.

The scope of this notice is to extend OMB's approval of the collection of information requirements contained in the Alliance Program for another three years. The extension of these collection requirements is necessary to gauge the effectiveness of the programs, identify the needed improvements, and ensure that resources are being effectively used appropriately while maximizing the practical utility and public benefit of the information in accordance with 44 USC 3507 and the OSH Act.

9. Explain any decision to provide any payment or gift to respondents, other than remuneration to contractors or grantees.

No payments or gifts are provided to the respondents.

10. Describe any assurance of confidentiality provided to respondents and the basis of the assurance in statute, regulation, or agency policy.

Data collected regarding Alliances is considered public information. Therefore, there is no assurance of confidentiality provided to respondents through statute, regulation, or agency policy.

11. Provide additional justification for any questions of a sensitive nature, such as sexual behavior and attitudes, religious beliefs, and other matters that are commonly considered private. This justification should include the reasons why the agency considers the questions necessary, the specific uses to be made of the information, the explanation to be given to persons from whom the information is requested, and any steps to be taken to obtain their consent.

Alliance Program participants are not subjected to questions of a sensitive nature.

- 12. Provide estimates of the hour burden of the collection of information. The statement should:
  - Indicate the number of respondents, frequency of response, annual hour burden, and an explanation of how the burden was estimated. Unless directed to do so, agencies should not conduct special surveys to obtain information on which to base hour burden estimates. Consultation with a sample (fewer than 10) of potential respondents is desirable. If the hour burden on respondents is expected to vary widely because of differences in activity, size, or complexity, show the range of estimated hour burden, and explain the reasons for the variance. Generally, estimates should not include burden hours for customary and usual business practices.
  - If this request for approval covers more than one form, provide separate hour burden estimates for each form.
  - Provide estimates of annualized cost to respondents for the burden hour for collections of information, identifying and using appropriate wage rate

categories. The cost of contracting out or paying outside parties for information collection activities should not be included here. Instead, this cost should be included in Item 13.

#### RESPONDENT BURDEN-HOUR AND COST BURDEN DETERMINATIONS

The agency determined the wage rate from mean hourly wage earnings to represent the cost of employee time. For the relevant Standard Occupational Classification (SOC) category, OSHA used the wage rates reported in the Bureau of Labor Statistics, U.S. Department of Labor, *Occupational Employment and Wage Statistics (OEWS), May 2023* [date accessed: March 4, 2025]. (OEWS data is available at <a href="https://www.bls.gov/oes/tables.htm">https://www.bls.gov/oes/tables.htm</a>. To access a wage rate, select the year, "Occupation profiles," and the SOC code.)

To account for fringe benefits markup, the agency used the BLS 10:00 AM (ET), March 14, 2025 news release: *Employer Costs for Employee Compensation – December 2024* news release text; (<a href="https://www.bls.gov/news.release/archives/ecec\_03142025.pdf">https://www.bls.gov/news.release/archives/ecec\_03142025.pdf</a>). BLS reported that for private industry workers, fringe benefits accounted for 29.5 percent of total compensation and wages accounted for the remaining 70.5 percent. To calculate the loaded hourly wage for each occupation, the agency multiplied the mean hourly wage by one over one minus the fringe benefits.

In Table 1 is a summary of how the wage rate estimates were derived for the information collection requirements specified by the Standard.

	<b>Table 1</b>	<b>WAGE HOUR E</b>	STIMATES	
Occupational Title	SOC Code <sup>1</sup>	Mean Hour Wage Rate (A)	Fringe Benefits (B)	Loaded Hourly Wage Rate (C) =((A)/(1-B))
Chief Executives	11-1011	\$124.47	0.295	\$176.55
Lawyers	23-1011	\$84.84	0.295	\$120.34
Occupational Health and Safety Specialists	19-5011	\$41.14	0.295	\$58.35
Secretaries and Administrative Assistants, Except Legal, Medical, and	43-6014	\$21.87	0.295	\$31.02

<sup>&</sup>lt;sup>1</sup> *Occupational Employment and Wages Statistics, May 2023 Occupational Profiles, United States*, Bureau of Labor Statistics, U.S. Department of Labor, <a href="https://www.bls.gov/oes/current/oes">https://www.bls.gov/oes/current/oes</a> stru.htm.

Executive				
Computer Occupations, All Other	15-1299	\$54.05	0.295	\$76.67

#### Number of Alliances

Estimates and summaries in this supporting statement are based on the information collected since the beginning of the Fiscal Year 2024. There were 296 (39 National and 257 Field) active Alliances as of the end of FY 2024. We anticipate a small increase in the number of Alliances over the next three years. Therefore, we estimate that the average number of Alliances per year for the next three years will be 336. This estimate includes Alliances that have been promoted to Ambassador status.

Table 2- Historical and Estimated Alliance Counts<sup>2</sup>

Fiscal Year	Active National Alliances	Active Field Alliances	Total
2020	37	195	232
2021	36	200	236
2022	38	206	244
2023	40	226	266
2024	39	257	296
Es	stimated Average for 2025-2	2027	336

#### A. Establishment and Renewal of Alliance Agreements

The agency estimates that every year approximately 20 organizations will initiate an Alliance with OSHA (5 National/15 Field); and 30 Alliances will be renewed (5 National/25 Field); and 20 will be promoted to Ambassador status (5 National/15 Field). Organizations may work with local, Regional, or National Offices when initiating an Alliance. OSHA has Alliance agreement templates that the agency and the organization can use when preparing their initial agreement.

Table 3 - New Alliances, Renewal Alliances, and Ambassador

	Initiate New Alliance	Renew Alliance	Promote to Ambassador
National	5	5	5
Field	15	25	15
Total	20	30	20

<sup>&</sup>lt;sup>2</sup> OSHA anticipate an increase in the number of 20 new Alliances agreements per year over the next three years, five for National and 15 for Field. The average over this time period is total of 336 agreements.

OSHA provides templates for Alliance agreements and gathers the necessary information to customize and complete the agreement from Alliance participants through meetings, informal conversations, and review of a draft agreement. OSHA believes that most of the work of drafting the agreement will be done by OSHA in collaboration with an organization worker, likely a Safety and Health Specialist (OES 29-9011). The agency estimates that OSHA and an Occupational Health and Safety Specialist will take 6 hours to draft the Alliance agreement. In addition, an attorney such as a Lawyer (OES 23-1011) will review the agreement for 1 hour, and the agreement will be formatted by an Administrative Assistant and reviewed and signed by the executive in charge of the organization, such as a Chief Executive (OES 11-1011), each of whom will spend 30 minutes (30/60 hour) formatting, reviewing, and signing the agreement.

#### 1. National Alliances – Establishment (New)

The calculation of the burden hours for an Alliance participant to establish a National Alliance Agreements, including the time for meetings, informal conversations, and review of the draft agreement, is:

#### **Burden hours:**

- 5 (Occupational Health and Safety Specialist) x 6 hours (drafting agreement) = 30 hours
- 5 (Lawyer) x 1 hour (review agreement) = 5 hours
- 5 (Chief Executive)  $\times$  30/60 hours (review and sign the agreement) = 3 hours
- 5 (Administrative Assistant)  $\times$  30/60 hours (format and review) = 3 hours

**Total Burden Hours: 41 hours** 

#### Costs:

```
30 hours x $58.35 (Occupational Health and Safety Specialist) = $1,751 5 hours x $120.34 (Lawyer) = $602 3 hours x $176.55 (Chief Executive) = $530 3 hours x $31.02 (Administrative Assistant) = $93
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**Total Cost: \$2,976** 

#### 2. National Alliances - Renewal

The calculation of the burden hours for an Alliance participant to renew a National Alliance Agreement will be the same number of hours and include the same types of activities as the establishment of the Alliance:

#### **Burden hours:**

5 (Occupational Health and Safety Specialist) x 6 hours (drafting agreement) = 30 hours

- 5 (Lawyer) x 1 hour (review agreement) = 5 hours
- 5 (Chief Executive)  $\times$  30/60 hours (review and sign the agreement) = 3 hours
- 5 (Administrative Assistant)  $\times$  30/60 hours (format and review) = 3 hours

#### **Total Burden Hours: 41 hours**

#### Cost:

30 hours x \$58.35 (Occupational Health and Safety Specialist) = \$1,751

5 hours x \$120.34 (Lawyer) = \$602

3 hours x \$176.55 (Chief Executive) = \$530

3 hours x \$ 31.02 (Administrative Assistant) = \$93

**Total Cost: \$2,976** 

#### 3. National Alliances – Ambassador

The time for an Alliance participant to establish an Ambassador agreement document is estimated to be 4 hours which is fewer than the new or renewal Alliance agreements, though they include the same types of activities:

#### **Burden hours:**

- 5 (Occupational Health and Safety Specialist) x 4 hours (drafting agreement) = 20 hours
- 5 (Lawyer)  $\times$  1 hour (review agreement) = 5 hours
- 5 (Chief Executive) x 30/60 hours (review and sign the agreement) = 3 hours
- 5 (Administrative Assistant)  $\times$  30/60 hours (format and review) = 3 hours

#### **Total Burden Hours: 31 hours**

#### **Costs:**

20 hours x \$58.35 (Occupational Health and Safety Specialist) = \$1,167

5 hours x \$120.34 (Lawyer) = \$602

3 hours x \$176.55 (Chief Executive) = \$530

3 hours x \$31.02 (Administrative Assistant) = \$93

**Total Cost: \$2,392** 

It should be noted that once an Alliance is promoted to Ambassador status, subsequent renewals of that relationship every 1-5 years are no longer required. In addition, Alliances promoted to Ambassador status are not evaluated annually, and national Alliances promoted to Ambassador

status are not required to complete the Biannual Alliance Data Reporting Form twice a year and submit it to OSHA.

#### 4. Field Alliances – Establishment (New)

The calculation of the burden hours for an Alliance participant to establish a new Field Alliance Agreement, including the time for meetings, informal conversations, and review of the draft agreement, is as follows:

#### **Burden hours:**

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15 (Occupational Health and Safety Specialist) x 6 hours (drafting agreement) = 90 hours 15 (Lawyer) x 1 hour (review agreement) = 15 hours 15 (Chief Executive Officer) x 30/60 hours (review and sign the agreement) = 8 hours 15 (Administrative Assistant) x30/60 hours (format and review) = 8 hours
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#### **Total Burden Hours = 121 hours**

#### Cost:

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90 hours x $58.35 (Occupational Health and Safety Specialist) = \$5,252 15 hours x \$120.34 (Lawyer) = \$1,805 8 hours x \$176.55 (Chief Executive) = \$1,412 8 hours x \$31.02 (Administrative Assistant) = \$248
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**Total Cost: \$8,717** 

#### 5. Field Alliances – Renewal

The calculation of the burden hours for an Alliance participant to renew a Field Alliance Agreement will be the same number of hours and include the same types of activities as the establishment of the Alliance:

#### **Burden hours:**

```
25 (Occupational Health and Safety Specialist) x 6 hours (drafting agreement) = 150 hours 25 (Lawyer) x 1 hour (review agreement) = 25 hours 25 (Chief Executive Officer) x 30/60 hours (review and sign the agreement) = 13 hours 25 (Administrative Assistant) x 30/60 hours (format and review) = 13 hours
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#### **Total Burden Hours = 201 hours**

#### Cost:

150 hours x \$58.35 (Occupational Health and Safety Specialist) = \$8,753

25 hours x \$120.34 (Lawyer) = \$3,009

13 hours x \$176.55 (Chief Executive) = \$2,295

13 hours x \$31.02 (Administrative Assistant) = \$403

**Total Cost: \$14,460** 

#### 6. <u>Field Alliances – Ambassador</u>

The time for an Alliance participant to establish an Ambassador agreement document is estimated to be 4 hours, which is fewer than the new or renewal Alliance agreements, though they include the same types of activities:

#### **Burden hours:**

15 (Occupational Health and Safety Specialist) x 4 hours (drafting agreement) = 60 hours

15 (Lawyer)  $\times$  1 hour (review agreement) = 15 hours

15 (Chief Executive Officer) x 30/60 hours (review and sign the agreement) = 8 hours

15 (Administrative Assistant) x 30/60 hours 8 hours

#### **Total Burden Hours = 91 hours**

#### Cost:

60 hours x \$58.35 (Occupational Health and Safety Specialist) = \$3,501

15 hours x \$120.34 (Lawyer) = \$1,805

8 hours x \$176.55 (Chief Executive) = \$1,412

8 hours x \$31.02 (Administrative Assistant) = \$248

**Total Cost: \$6,966** 

#### **B. National Biannual Alliance Data Reporting**

Table 4 - Alliance Data Reporting and Annual Evaluations

	Semi-Annual Data	Annual
	Reporting	Evaluations
National	20	20
Field	n/a	220

National Alliance participants who have not yet been promoted to Ambassador status submit alliance activity data biannually. Twenty National Alliances will report twice a year on the

OSHA-provided form. OSHA believes that an Occupational Health and Safety Specialist can complete this form in eight hours.

**Burden hours:** 20 (Occupational Health and Safety Specialist) x 2 reports per year x 8 hours = 320 hours

**Cost:** 320 hours x \$58.35 (Occupational Health and Safety Specialist) = \$18,672

#### C. Alliance Annual Evaluations

OSHA requires annual evaluations of National and Field Alliance that have not been promoted to Ambassador status. OSHA has annual evaluation templates that it uses to prepare evaluations for individual Alliances. For National Alliances, OSHA personnel prepare the evaluations using alliance activity data submitted by Alliance participants. For field Alliances, OSHA personnel work with Alliance participants to compile activity information. OSHA field personnel enter their Alliance-related activities into the OSHA Information System (OIS) and use the OIS information to help conduct the annual evaluations.

#### 1. National Alliance Annual Evaluation

OSHA believes that the National Alliance Annual Evaluation, which is prepared by OSHA personnel, can be reviewed (along with OSHA staff) by the Alliance participant's Occupational Health and Safety Specialist in 2 hours.

**Burden hours:** 20 (Occupational Health and Safety Specialist) x 2

hours = 40 hours

**Cost:** 40 hours x \$58.35 (Occupational Health and Safety Specialist) = \$2,334

#### 2. Field Alliance Annual Evaluation

OSHA believes that the Field Alliance Annual Evaluation can be completed, with assistance provided by OSHA personnel, by the Alliance participant's Occupational Health and Safety Specialist in 4 hours.

**Burden hours:** 220 (Occupational Health and Safety Specialist) x 4 hours = 880

hours

**Cost:** 880 hours x \$58.35 (Occupational Health and Safety Specialist) =

\$51,348

#### **D.** Alliance Participant Activities

Alliance participants conduct the following activities as specified in the agreement.

#### 1. Communication with OSHA Staff

All Alliance participants (National and Field) must maintain communication with OSHA as a condition for participation in the program. This includes responding timely to email inquiries/telephone calls from OSHA staff, participating in Alliance meetings, and keeping OSHA staff informed of any significant communication/outreach or collaboration with any U.S. Department of Labor-affiliated entity or staff.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 10 hours per year communicating with OSHA staff.

**Burden hours:** 336 (Occupational Health and Safety Specialist) (National and Field) x 10 hours =3,360 hours

**Cost:** 3,360 hours x \$58.35 (Occupational Health and Safety Specialist) = \$196,056

#### 2. Outreach and dissemination

All Alliance participants (National and Field) must disseminate information to their stakeholders on OSHA rulemaking, enforcement initiatives, compliance assistance resources, and outreach campaigns and initiatives.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 10 hours per year disseminating information to their stakeholders.

**Burden hours:** 336 (Occupational Health and Safety Specialist) (National and Field) x 10 hours = 3,360 hours

**Cost:** 3,360 burden hours x \$58.35 (Occupational Health and Safety Specialist) = \$196,056

#### 3. <u>Alliance webpage</u>

All National Alliance participants must post and maintain a stand-alone webpage devoted to the Alliance and safety and health issues affecting workers in the participant's industry. These pages are posted on the participant's existing website.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 4 hours per year reviewing the contents of the website and an Information Technology Specialist will spend an average of 4 hours per year on the maintenance and update of the Alliance webpage.

#### **Burden hours:**

#### **OSHA'S ALLIANCE PROGRAM**

OMB Control Number: 1218-0274 Expiration Date: March 31, 2026

49 (Occupational Health and Safety Specialist) x 4 hours = 196 hours 49 (IT Specialist) x 4 hours = 196 hours

#### Total Burden Hours = 392 hours

#### Cost:

196 hours x \$58.35 (Occupational Health and Safety Specialist) = \$11,437 196 hours x \$76.67 (IT Specialist) = \$15,027

**Total Cost: \$26,464** 

#### 4. Alliance projects

Some Alliance participants conduct projects such as the development of Alliance products that go beyond outreach and dissemination. These participants must follow the *Guidelines for OSHA's Alliance Program Participants: Alliance Products and Other Alliance Projects.* For selected projects, Alliance participants may work with OSHA to develop project plans. Project plans are not required for all Alliance projects but may be used to help manage complex projects with longer timeframes. OSHA estimates that 30 Alliances (10 National and 20 Field) do these projects in a particular year.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 32 hours per year on these projects. In addition, OSHA estimates that each of these Alliance participants will gather information from members in some manner during a particular year, reaching an estimated 100 members, who will spend an average of 1 hour per year to provide information.

#### **Burden hours:**

30 (Occupational Health and Safety Specialist) (National and Field) x 32 hours = 960 hours

30 (Occupational Health and Safety Specialist) x 100 members x 1 hour = 3,000 hours

#### **Total Burden Hours: 3,960 hours**

**Cost:** 3,960 hours x \$58.35 (Occupational Health and Safety Specialist) = \$231,066

#### 5. Outreach events

Some Alliance participants participate in events in support of the Alliance or an OSHA initiative. OSHA estimates that 220 Alliances (35 National and 185 Field) participate in these events in a particular year.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 10 hours per year on these events.

**Burden hours:** 220 (Occupational Health and Safety Specialist) (National and Field) x 10 hours = 2,200 hours

**Cost**: 2,200 hours x \$58.35 (Occupational Health and Safety Specialist) = \$128,370

#### 6. Evaluating impact

OSHA will ask National Alliance participants to complete the *Alliance Feedback Questionnaire* annually to gather information on the value and impact of an Alliance's activities.

OSHA believes that an Occupational Health and Safety Specialist will spend an average of 8 hours per year providing this information for the 49 National Alliances. In addition, OSHA estimates that 5 of these National Alliance participants will conduct member surveys in a particular year. These surveys will reach an estimated 100 members, who will spend an average of 1 hour per year responding.

#### **Burden hours:**

49 (Occupational Health and Safety Specialist) x 8 hours = 392 5 (Occupational Health and Safety Specialist) x 100 members x 1 hour = 500 hours

**Total Hours: 892 hours** 

**Cost**: 892 hours x \$58.35 (Occupational Health and Safety Specialist) = \$52,048

#### E. Total Burden Hours and Costs

Based on the average from Table 5, the following estimates can be established for burden hours and costs:

- Table 5 below shows the estimated burden hours and costs for the private and public sectors. State government agencies are signatories to some OSHA field Alliances.
- OSHA estimates the total burden for both the public and private sectors to be 15,930 burden hours and the total cost to be \$940,901.
- It is estimated that only eight percent of the total burden is for the public sector.
- The total burden for the public sector (state government) is 1,274 hours and the total cost is \$75,272.

• The remaining burden for the private sector is 14,656 hours and the total cost is \$865,629.

Table 5 - Estimated Annualized Respondent Hour and Cost Burden

Collection of Information	Type of Respondent	No. of Respondents <sup>3</sup>	Responses per Respondent	Total Responses	Time per Response (Hours)	Burden Hours	Loaded Hourly Wage	Burden Costs
A. Establish	hment for New,	Renewal, and A	mbassador Al	liance Agree	ments			
	Employer (Occupational Health and Safety Specialist)	5	1	5	6	30	\$58.35	\$1,751
1. National Alliances- New	Employer (Lawyer)	5	1	5	1	5	\$120.34	\$602
Amances- New	Employer (Chief Executive)	5	1	5	30/60	3	\$176.55	\$530
	Employer (Admin. Assist.)	5	1	5	30/60	3	\$31.02	\$93

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<sup>&</sup>lt;sup>3</sup> Table 2 of this Supporting Statement indicates that the total number of respondents is 336 (the estimated average number of OSHA Alliances for 2025-2027). For purpose of this analysis, one private sector or state alliance participant, an employer, is assumed per Alliance. The employer may have a number of its employees (such as occupational safety and health specialists and lawyers) working to support the alliance; however, the analysis counts each Alliance as one respondent because the participant is the employer. In addition, Table 3 of this Supporting Statement indicates Agency estimates that every year approximately 20 organizations will initiate an Alliance with OSHA (5 National/15 Field), 30 Alliances will be renewed (5 National/25 Field), and 20 will be promoted to Ambassador status (5 National/15 Field). These Alliance participants are already counted as part of the total 336 Alliance participants. Also, many of the activities of the same 336 Alliance participants are included in the table and therefore do not yield additional PRA respondents. Therefore, some "unduplicated respondent" subtotals in this column must be 0 or less than the duplicated total to avoid over-counting of PRA respondents.

Collection of Information	Type of Respondent	No. of Respondents	Responses per Respondent	Total Responses	Time per Response (Hours)	Burden Hours	Loaded Hourly Wage	Burden Costs
	Subtotal A.1.	5		20		41		\$2,976
	Employer (Occupational Health and Safety Spec.)	5	1	5	6	30	\$58.35	\$1,751
2. National Alliances-	Employer (Lawyer)	5	1	5	1	5	\$120.34	\$602
Renewal	Employer (Chief Executive)	5	1	5	30/60	3	\$176.55	\$530
	Employer (Adm. Assistant)	5	1	5	30/60	3	\$31.02	\$93
	Subtotal A.2.	5		20		41		\$2,976
	Employer (Occupational Health and Safety Spec.)	5	1	5	4	20	\$58.35	\$1,167
3. National Alliances-	Employer (Lawyer)	5	1	5	1	5	\$120.34	\$602
Ambassador	Employer (Chief Executive)	5	1	5	30/60	3	\$176.55	\$530
	Employer (Adm. Assistant)	5	1	5	30/60	3	\$31.02	\$93
	Subtotal A.3.	5	-	20		31		\$2,392
	Employer (Occupational Health & Safety Specialist)	15	1	15	6	90	\$58.35	\$5,252
4. Field Alliances-New	Employer (Lawyer)	15	1	15	1	15	\$120.34	\$1,805
1 MIGHTES-INCW	Employer (Chief Executive Officer)	15	1	15	30/60	8	\$176.55	\$1,412
	Employer (Adm. Assist.)	15	1	15	30/60	8	\$31.02	\$248
	Subtotal A.4.	15		60		121		\$8,717

Collection of Information	Type of Respondent	No. of Respondents	Responses per Respondent	Total Responses	Time per Response (Hours)	Burden Hours	Loaded Hourly Wage	Burden Costs
	Employer (Occupational Health & Safety Specialist)	25	1	25	6	150	\$58.35	\$8,753
5. Field	Employer (Lawyer)	25	1	25	1	25	\$120.34	\$3,009
Alliances- Renewal	Employer (Chief Executive Officer)	25	1	25	30/60	13	\$176.55	\$2,295
	Employer (Adm. Assist.)	25	1	25	30/60	13	\$31.02	\$403
	Subtotal A.5.	25		100		201		\$14,460
	Employer (Occupational Health & Safety Specialist)	15	1	15	4	60	\$58.35	\$3,501
6. Field	Employer (Lawyer)	15	1	15	1	15	\$120.34	\$1,805
Alliances- Ambassador	Employer (Chief Executive Officer)	15	1	15	30/60	8	\$176.55	\$1,412
	Employer (Adm. Assist.)	15	1	15	30/60	8	\$31.02	\$248
	Subtotal A.6.	15		60		91		\$6,966
Subtotal A.		70 (unduplicated total)		280		526		\$38,487
B. National Alli	ance Data Repo	rting						

Collection of Information	Type of Respondent	No. of Respondents	Responses per Respondent	Total Responses	Time per Response (Hours)	Burden Hours	Loaded Hourly Wage	Burden Costs
Biannual Alliance Data Reporting Form	Employer (Occupational Health & Safety Specialist)	20	2	40	8	320	\$58.35	\$18,672
Subtotal B.		20 (unduplicated total)		40		320		\$18,672
C. Alliance Ann	ual Evaluations							
1. National Alliance Annual Evaluations	Employer (Occupational Safety & Health Specialist)	20	1	20	2	40	\$58.35	\$2,334
2. Field Alliance Annual Evaluations	Employer (Occupational Safety & Health Specialist)	220	1	220	4	880	\$58.35	\$51,348
Subtotal - C.		240 (unduplicated total)		240		920		\$53,682
D. Alliance Par	ticipant Activitie	es						
1. Communication with OSHA Staff	Employer (Occupational Safety & Health Specialist)	336	1	336	10	3,360	\$58.35	\$196,056
2. Outreach and dissemination	Employer (Occupational Safety & Health Specialist)	336	1	336	10	3,360	\$58.35	\$196,056
3. Alliance Webpage	Employer (Occupational Safety & Health Specialist)	49	1	49	4	196	\$58.35	\$11,437

Collection of Information	Type of Respondent	No. of Respondents	Responses per Respondent	Total Responses	Time per Response (Hours)	Burden Hours	Loaded Hourly Wage	Burden Costs
	Employer (IT Specialist)	49	1	49	4	196	\$76.67	\$15,027
4. Alliance	Employer (Occupational Safety & Health Specialist)	30	1	30	32	960	\$58.35	\$56,016
Projects	Employer (Occupational Safety & Health Specialist)	30	100	3,000	1	3,000	\$58.35	\$175,050
5. Outreach Events	Employer (Occupational Safety & Health Specialist)	220	1	220	10	2,200	\$58.35	\$128,370
C. Farabasia	Employer (Occupational Safety &Health Specialist)	49	1	49	8	392	\$58.35	\$22,873
6. Evaluating Impact	Employer (Occupational Safety & Health Specialist)	5	100	500	1	500	\$58.35	\$29,175
Subtotal D.		336 (unduplicated total)		4,569		14,164		\$830,060
Total		336*		5,129		15,930		\$940,901

<sup>\*</sup>The number of unduplicated respondents is 336.

- 13. Provide an estimate of the total annual cost burden to respondents or record keepers resulting from the collection of information. (Do not include the cost of any hour burden shown in Items 12 and 14).
  - The cost estimate should be split into two components: (a) a total capital and start-up cost component (annualized over its expected useful life); and (b) a total operation and maintenance and purchase of services component. The estimates should take into account costs associated with generating, maintaining, and disclosing or providing the information. Include

descriptions of methods used to estimate major cost factors including system and technology acquisition, expected useful life of capital equipment, the discount rate(s), and the time period over which costs will be incurred. Capital and start-up costs include, among other items, preparations for collecting information such as purchasing computers and software, monitoring, sampling, drilling and testing equipment, and record storage facilities.

- If cost estimates are expected to vary widely, agencies should present ranges of cost burdens and explain the reasons for the variance. The cost of purchasing or contracting out information collection services should be a part of this cost burden estimate. In developing cost burden estimates, agencies may consult with a sample of respondents (fewer than 10), utilize the 60-day pre-OMB submission public comment process and use existing economic or regulatory impact analysis associated with the rulemaking containing the information collection, as appropriate.
- Generally, estimates should not include purchases of equipment or services, or portions thereof, made: (1) prior to October 1, 1995, (2) to achieve a regulatory compliance with requirements not associated with the information collection, (3) for reasons other than to provide information or keep records for the government or (4) as part of customary and usual business or private practices.

There are no capital start-up or operation and maintenance costs to respondents.

14. Provide estimates of annualized costs to the Federal government. Also, provide a description of the method used to estimate cost, which should include quantification of hours, operational expenses (such as equipment, overhead, printing, and support staff), and any other expense that would not have been incurred without this collection of information. Agencies also may aggregate cost estimates from Items 12, 13, and 14 in a single table.

OSHA personnel conduct most of the work to complete, review, and renew National and Field Alliance Agreements, and to produce the Alliance Annual Evaluations. OSHA believes that this work will typically be conducted by a GS-13, Step 6 with a base wage rate of \$67.41.

The hours and costs are shown in Table 6. A total of 15,160 hours will be spent by OSHA staff, at a cost of \$1,021,936 per year.

#### Table 6 – Annualized Federal Government Cost

Activity	Number of Alliances	Hours per Federal Employee	Total Federal Employee Time	Federal Wage Rate **	Total Federal Cost
Alliance Agreem	ients				
National Alliances	15 New, Renewals, and Ambassadors	60	900	\$67.41	\$60,669
Field Alliances	55 New, Renewals, and Ambassadors	220	12,100	\$67.41	\$815,661
Total			13,000		\$876,330
Data Reporting F	orm				
National Alliances	20 (twice a year)	6	240	\$67.41	\$16,178
Field Alliances (OIS)*	-	-	-	-	-
Total			240		\$16,178
Annual Evaluation	n				
National Alliances	20	8	160	\$67.41	\$10,786
Field Alliances	220	8	1,760	\$67.41	\$118,642
Total			1,920		\$129,428
Grand Total			15,160		\$1,021,936

\*Field Alliances do not use the Data Reporting Form. OSHA staff enters Alliance activity information into the OSHA Information System (OIS).

\*\*The Salary in the above table is cited from <a href="https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB">https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2025/DCB</a> h.pdf.

#### 15. Explain the reasons for any program changes or adjustments.

The agency is requesting an adjustment increase in burden going from 14,318 to 15,930, a total increase of 1,612 hours. The adjustment increase is due to an increase in the number of national and regional/area office alliances and an accompanying decrease in administrative burdens associated with alliances that have been promoted to Ambassador status (e.g., elimination of requirements for subsequent Renewal Agreements, Alliance Data Reporting, and Alliance Annual Evaluations.)

16. For collections of information whose results will be published, outline plans for tabulation and publication. Address any complex analytical techniques that will be used. Provide the time schedule for the entire project, including beginning and ending dates of the collection of the information, completion of report, publication dates, and other actions.

Information on Alliances will be used both internally and externally by the agency to gauge its conformance with the goals and objectives outlined in OSHA's Strategic Plan.

17. If seeking approval not to display the expiration date for OMB approval of the information collection, explain the reasons that display would be inappropriate.

OSHA will display the OMB expiration date on the information collection forms.

18. Explain each exception to the certification statement.

The agency is not seeking an exception to the certification statement.

#### B. COLLECTION OF INFORMATION EMPLOYING STATISTICAL METHODS

This Supporting Statement does not contain any information collection requirements that employ statistical methods.

#### **Attachment A:**

The agency has made the following changes to the forms submitted under this ICR:

In 20	22 Package	In 2	026 Package	Change from 2022 Package?
1	National Alliance	1	Yes	Yes- minor edits to align with
	Agreement Template			departmental policy for MOUs.
2	National Alliance	2	Yes	Yes- minor edits to align with
	Renewal Template			departmental policy for MOUs.
3	Regional/Area Office	3	Yes	Yes- minor edits to align with
	Alliance Agreement			departmental policy for MOUs.
	Template			
4	Regional/Area Office	4	Yes	Yes- minor edits to align with
	Alliance Renewal			departmental policy for MOUs.
11	Template	<b>├</b> _	37	77 1 10 11 11
11	Ambassador Document	5	Yes	Yes- minor edits to align with
	Template (National and			departmental policy for MOUs.
5a	Regional/Area Office) Consulate Alliance	6a	Yes	Yes- minor edits to replace outdated
Ja	Template – Mexico	Ua	1 65	reference.
	(English)			reference.
5b	Consulate Alliance	6b	Yes	Yes- minor edits to replace outdated
	Template – Mexico			reference.
	(Spanish)			
6a	Consulate Alliance	7a	Yes	No
	Template- Other			
	Countries (English)			
6b	Consulate Alliance	7b	Yes	No
	Template- Other			
	Countries (Spanish)			
7	Biannual Alliance Data	8	Yes	No
	Reporting Form		***	
8	Alliance Feedback	9	Yes	No
	Questionnaire	10	37	NT-
9	National Alliance Annual	10	Yes	No
10	Evaluation Form	11	37	No
10	Regional/Area Office Alliance Annual	11	Yes	No
	Evaluation Form			
L	Evaluation Folin			