

Monsanto

PLAINTIFF'S EXHIBIT

MON-2783

FROM
(NAME-LOCATION-PHONE) D. A. Bell

G5WA

DATE : March 19, 1984
SUBJECT : Contractor Health and Safety Guideline
REFERENCE :
TO : P. Clarke - 1260
R. F. Crone - 1690
G. E. Davenport - 1200
C. J. Rogers - 1440
G. L. Tromblee - 1890

cc T. M. Ballentine - 1440
L. J. Bornemann - 1440
C. F. Callis - G5WA
H. C. Clark - 1200
R. T. Hammann - 1890
R. L. Hammond - 1890
J. W. Jervis - 1690
H. S. Long - 1690
J. T. McKean - 1690
W. S. McKelvey - 1260
S. D. Paul - G2WB
W. R. Paulbirds - G4WB
J. C. Usrey - 1200
M. M. Yount - 1260

Attached is the MFI Contractor Health and Safety Guideline. It addresses the current issues felt to be most important to contractor relations at our manufacturing plants. Although the guideline does not cover all situations, it does provide a framework from which to make sound field decisions. This document compliments the EPS Guideline "Non-Company Personnel on Company Sites" (July, 1979) and provides a basis for approaching contractor health and safety issues.

This guideline is to be used for developing your plant contractor health and safety policy. If you currently have such a policy, please review it to ensure that it addresses, at a minimum, all elements of the guideline. We need plant policies which demonstrate the continuing intent of MFI to strive for significant improvement in health and safety performance throughout our manufacturing operations.

The guideline will provide some degree of standardization at the manufacturing plants, but will also allow for development of plant policies which are consistent with our needs. Please give it prompt attention.


D. A. Bell

/sml

SC 11254

LAM013281

March 9, 1984

MFI CONTRACTOR HEALTH & SAFETYGUIDELINESCOPE

The following guideline sets forth safety and occupational health considerations for contractor personnel working on MFI property including those performing services administered by either the site or CED. The issues addressed are felt to be among those most critical to contractor relations at MFI sites today. These are not all inclusive and may be expanded in the future to better assist site management in consistently dealing with health and safety questions that arise. This guideline cannot be expected to cover every situation, but it provides a framework within which sound field decisions can be made. Their use will complement the existing EPS Guideline "Non-Company Personnel on Company Sites" (July, 1979) and the contract supplementary conditions available at individual locations.

OBJECTIVE

It is the continuing intent of MFI to exhibit proper concern for employee health and safety in the execution of contract work performed at MFI locations. MFI is continuing to strive for significant improvement in safety and health performance in all facets of manufacturing operations. Poor safety practice and/or disregard of worker safety and health by contractors working on company property will distract from that goal. MFI expects, in its relations with contractors, that work performed on our property will not only be of high quality, but will also be done in a safe and healthful manner.

PROCEDURES

In dealing with contractor's on a Monsanto site, the following elements apply:

1. Once the need for Contractor services is determined, the person requesting services should consult the site safety and health professionals and define those safety/health requirements called for to properly execute the work (i.e., what is expected of the Contractor and Monsanto).

"General conditions", "specific conditions", and a description of specific hazards involved with the work should be reviewed with the prospective Contractor(s) prior to submission of bids and be incorporated into the written contract. Provision for the following items must be considered:

MFI CONTRACTOR GUIDELINE

March 9, 1984

Page 2

- RESPIRATORY PROTECTION
 - BIOLOGICAL HEALTH MONITORING
 - PERSONAL PROTECTIVE CLOTHING AND EQUIPMENT
 - SUPERVISION OF CONTRACTOR EMPLOYEES
 - CONTRACTOR SAFETY/HEALTH ORIENTATION
 - HYGIENE FACILITIES AND PRACTICES
 - EXPOSURE MONITORING
 - EMERGENCY MEDICAL CARE
 - INJURY REPORTING
 - USE OF PLANT PERMIT SYSTEMS
 - ENVIRONMENTAL CONTROL PROCEDURES
 - HAZARD COMMUNICATION
2. All services performed on company property by outside contractors shall be covered by written contracts (normally provided by Monsanto) signed by both parties. As appropriate, Monsanto's purchase orders, signed by Contractor, may be used. Contracts drawn by Contractor must be reviewed and approved by Monsanto's Law Department.
3. In all Contractor work on company property, Contractor supervision is expected to maintain responsibility for the safety and health of his employees. Monsanto will advise Contractor of known safety, environmental, and health hazards associated with the workplace in order that the Contractor may carry out his obligations. Monsanto will also advise on the appropriateness of special protective clothing and equipment specific to operating areas in which Contractor personnel will work.
4. A Monsanto Contract Administrator shall be assigned at each site to:
- COORDINATE ALL CONTRACTOR ACTIVITY ON SITE
 - BE FAMILIAR WITH ALL WRITTEN CONTRACTS
 - EXPLAIN SAFETY AND OCCUPATIONAL HEALTH HAZARDS ASSOCIATED WITH THE WORKPLACE (ORIENTATION)
 - APPRISE CONTRACTOR OF HIS RESPONSIBILITIES AND RESTRICTIONS WHILE ON SITE
- (Local purchasing agent should not be considered the Contract Administrator. Maintenance supervisor or project engineer would normally assume this role.)
5. A Monsanto Representative shall be assigned to closely monitor each Contractor's work on site and be primarily responsible for communication with Contractors. He will maintain close contact (frequency depends on the nature of the work) with Contractor or supervisory representative on job progress and scheduling.

MFI CONTRACTOR GUIDELINE

March 9, 1984

Page 3

6. Monsanto cannot be responsible for Contractor compliance to all state and federal regulations governing health and safety. Monsanto will attempt to utilize, when possible, Contractors who have demonstrated a high degree of compliance with workplace laws/standards, plant policies and practices, and have a history of good safety performance.
7. Each Monsanto location shall develop a general Contractor safety and health orientation training program to convey Monsanto's commitment to health and safety, Contractor general obligations, and plant rules/procedures. As a minimum, the following areas must be included:
 - GENERAL PLANT POLICIES
 - SITE SAFETY AND HOUSEKEEPING OPERATIONS
 - BASIC PROTECTIVE EQUIPMENT USAGE
 - PERSONAL HYGIENE PRACTICES
 - GENERAL INDUSTRIAL HYGIENE
 - HAZARD COMMUNICATION

Supplementary information along with basic orientation information shall be reviewed with all Contractor employees upon first entry to the site. The Monsanto Contract Administrator along with safety and health staff should coordinate the orientation sessions.

8. Prior to beginning work in the field, Monsanto Representative and area supervision shall apprise Contractor of known industrial hazards (including chemical health hazards) and safety procedures specific to the assigned work area. Relevant permit procedures (i.e., hot work, tank entry, lock-out, etc.) should also be discussed to avoid any later misunderstanding on applicability.
9. Contractor shall furnish and require the use and wearing of proper personal protective equipment and clothing by its employees. Special work clothing such as goggles, gloves and other body, face, and head protection, as a minimum, must be used as recommended by the Monsanto Contract Administrator or Monsanto Representative. If Contractor does not have the specific equipment, the task shall be delayed until such equipment can be obtained by Contractor. Personal protective clothing and equipment shall not be supplied by Monsanto, unless dictated by an emergency.
10. Use of respiratory protective devices typically requires proper written standard operating procedures, selection and fitting, training, assignment, cleaning and disinfection, storage, inspection and repair, surveillance, periodic evaluation, medical approval, and NIOSH approval when available per current OSHA regulations. Accordingly, each Contractor employee who may have need to wear a respirator shall be properly fitted and trained in its use prior to beginning work. If the Contractor represents that it is not capable of

properly fitting and training its employees, Monsanto will consider, upon written request, providing such services. Contractor, however, shall be responsible for furnishing the proper devices to his employees and assuring that they have been medically certified to wear the equipment. The appended "Respirator Certification Assurance Form Letter" should be used to obtain written verification from the Contractor.

In the event that Contractor's employees have not or can not be properly fitted and respiratory protection is deemed necessary, only positive pressure, supplied air equipment should be used. In all cases, location policy regarding facial hair in the sealing area of respirators must be adhered to by the Contractor.

11. Contractor shall assure that medical facilities are available for his employees. All medical services (e.g., routine physicals, pre-placement exams, etc.) shall be provided by the Contractor. However:

- WHERE THE SEVERITY OF THE INJURY DICTATES IMMEDIATE ATTENTION ON-SITE, MONSANTO MAY PROVIDE FIRST AID TREATMENT, BUT ONLY TO THE EXTENT NECESSARY TO STABILIZE THE CONDITION OF THE CONTRACTOR'S EMPLOYEE FOR TRANSPORT TO THE CONTRACTOR'S MEDICAL SERVICE OR FACILITY.
- WHEN UNIQUE BIOLOGICAL MONITORING OF BODY FUNCTIONS/FLUIDS AS REQUIRED BY MONSANTO WHEN HANDLING OR EXPOSED TO SELECT PROCESS CHEMICALS, MONSANTO WILL UNDER THESE SITUATIONS CONDUCT OR ARRANGE FOR APPROPRIATE TESTS AND PROVIDE THE DATA TO THE CONTRACTOR OR ITS MEDICAL SERVICE. THE CONTRACTOR SHALL BE MADE AWARE OF THESE PROVISIONS PRIOR TO BIDDING WITH SUCH REQUIREMENTS WRITTEN AS PART OF THE CONTRACT. WHERE "BASELINE" DATA ON CONTRACTOR EMPLOYEES IS REQUIRED PRIOR TO WORKING IN AN AREA, SUFFICIENT LEAD TIME FOR COLLECTION AND ANALYSIS OF SAMPLES WILL BE NEEDED IN SCHEDULING THE WORK.

12. It is preferred that breathing air for respirator usage be supplied by the Contractor. If this is not feasible or practical, Monsanto will consider, upon written request, furnishing breathing air. In all cases, the Contractor will test each cylinder of breathing air for adequate oxygen content and ensure that the breathing air meets specifications in 29 CFR 1910.134 and grade D as described in the Compressed Gas Association Commodity Specification G-7.1-1966 prior to use, whether Monsanto or Contractor supplied.

13. Contractor personnel delivering or picking up materials in the plant must have and use appropriate protective equipment consistent with the hazards of the material being transferred and the work procedures of the area being entered.
14. All Contractor tools and equipment on site shall, as a minimum, conform to plant standards. Such standards and specifications shall be communicated to Contractor prior to equipment usage. Monsanto shall have the right to refuse or restrict the use of tools, equipment, or chemicals on the site. Contractor shall provide all tools, equipment, and safety paraphernalia necessary to perform the Work required under this Agreement. In no event shall Monsanto's tools, equipment or safety paraphernalia be used by Contractor, Contractor's employees, agents or subcontractors without obtaining Monsanto's express permission in writing prior to any such use.
15. In the event Contractor is permitted to use Monsanto's tools, first aid/medical facilities, breathing air, or other services (as provided in paragraphs 10, 11, 12, and 14), Contractor must first agree in writing (either in the contract or by separate letter from Contractor to Monsanto) to the following:

Contractor expressly agrees to assume all risk of and responsibility for any personal injury, including death (including, but not limited to, Contractor's employees), and/or property damage (including, but not limited to, Contractor's property) arising out of the condition or the use by Contractor or his employees, agents or subcontractors of any of Monsanto's

[FILL IN APPROPRIATE ITEMS, SERVICES OR FACILITIES INVOLVED] and Contractor shall indemnify and hold Monsanto harmless from and against any and all claims or suits asserted against Monsanto related to or arising from the above described use of the items, services or facilities.

Should Contractor refuse to agree to the above, Monsanto's Law Department should be contacted.

16. Contractor must ensure that its eating facilities are separate from work areas, kept clean, and have proper washing facilities. Each location shall institute an industrial hygiene approval system.
17. Contractor, at a minimum, must comply with proper plant procedures for securing permits involving hot work, tank entry, breaking into pipelines, lock-out, etc. Permits will be coordinated through the Monsanto representative. Initially, Monsanto will isolate equipment and/or facilities

MFI CONTRACTOR GUIDELINE

March 9, 1984

Page 6

and test atmospheres prior to releasing these to any Contractor for confined space entry. Monsanto and Contractor must agree in writing on whose responsibility it is to provide subsequent isolation, testing, and fire watches before contract work commences.

18. Contractor change and shower facilities, if required, will be arranged by the Contractor. Monsanto shall have the right to inspect these facilities.
19. Monsanto Representative shall be immediately notified of any OSHA recordable injury sustained by Contractor employees. The incident will be investigated following site procedures. Contractor shall provide copies of OSHA 200 summary log (or equivalent) upon request of Monsanto Representative.
20. In situations where personnel (industrial hygiene) monitoring is required by OSHA standards for substances to which Contractor employees may reasonably be exposed, the Contractor shall be advised of his legal obligation prior to entering the plant and within the context of the contract. Monsanto will consider providing necessary monitoring services upon written request of the Contractor. Normally, Monsanto sampling instruments shall not be loaned to or used by the Contractor.
21. Each Contractor shall have a competent responsible supervisor in charge at the site at all hours during which his workers are employed. To maintain the independent Contractor status, Monsanto shall avoid supervising or controlling Contractor employees whenever possible.

It must be emphasized that direct supervision of Contractor's employees by Monsanto must be considered only as a last resort and to be practiced only on an extremely limited basis.

22. Contractor operations shall be periodically audited to determine if the Contractor is making proper use of tools and equipment, follows Monsanto health and safety procedures, and assures that their operations do not endanger Monsanto personnel and property.

For example, the audit team would typically consist of:

- MONSANTO REPRESENTATION
- CONTRACTOR SUPERVISORY REPRESENTATIVE
- SITE SAFETY/HEALTH STAFF MEMBER
- MONSANTO AREA SUPERVISOR

Follow-up surveys shall be conducted to ascertain compliance with recommendations previously put forth to the Contractor.

MFI CONTRACTOR GUIDELINE

March 9, 1984

Page 7

23. Failure to comply with the contract agreement or supplemental conditions may result in removal of the violator from the plant and/or contract termination.
24. Where a Contractor's employee creates an imminent danger situation, immediate corrective action must be taken by the Contractor. The Monsanto Representative should bring any violation of normal safe practices to the Contractor's attention. Upon request of the Monsanto Contract Administrator, the Contractor will remove any worker violating any plant operations and safety rules. The severity of the infraction will impact the final decision on removal of Contractor's employee.

SC

11261

LAM013288

RESPIRATORY CERTIFICATION ASSURANCE FORM LETTER

RE: Contract No. _____

Monsanto Plant: _____

Dear

It has been determined that your employees may be required to wear respirators in the performance of the subject contract. Monsanto Company requires that any employee of a contractor who might use respiratory equipment must be medically certified for respirator use.

In 29 CFR 1910.134, OSHA has adopted standards regarding proper respiratory protection including requirements regarding respirator written standard operating procedures; selection and fitting; training; assignment; cleaning and disinfection; storage; inspection and repair; surveillance; periodic evaluation; medical approval; and, when available, NIOSH approval. Section 1910.134(b)(10) recommends that a physician determine whether each employee wearing a respirator is physically able to perform the work while using the respiratory equipment.

In order to fulfill Monsanto's requirement regarding medical certification, the statement at the bottom of this letter must be executed and returned. I must receive this assurance of respirator certification before on-site work may proceed under the subject contract.

Very truly yours,

We (I) certify that all employees assigned by the undersigned to work at the referenced Monsanto Company site in tasks which have been identified as possibly requiring the use of respirators have been medically certified by a physician on a current basis for use of such equipment.

SC 11262

COMPANY: _____
BY: _____
TITLE: _____
DATE: _____

LAM013289

Monsanto

DEPARTMENT OF MEDICINE &
ENVIRONMENTAL HEALTH

Monsanto Company
800 N. Lindbergh Boulevard
St. Louis, Missouri 63167
Phone: (314) 694-1000

(Date)

(Firm Name)
(Firm Address)
(Firm City, State, Zip Code)

Gentlemen:

From time to time your firm performs services for Monsanto Company ("Monsanto"). Proper performance of these services generally requires that you, your employees, agents and subcontractors enter upon, and perform work at Monsanto's facilities.

We are sure you are aware that much of the information used at Monsanto's facilities is considered to be proprietary information of considerable value to Monsanto. You will understand our desire to protect such information from disclosure.

It is also important to recognize that Monsanto's facilities on which you, your employees, agents and subcontractors may perform work can be hazardous if appropriate safety measures are not observed. In this connection, you will understand our desire to protect Monsanto from loss which might result from the presence of non-Monsanto employees at such facilities.

Therefore, in consideration of the future employment of your firm by Monsanto for the performance of certain services (if, when and as such employment may occur), and in consideration of Monsanto's granting your employees access to Monsanto's facilities, you are requested to agree as follows:

1. You agree that any and all information obtained by you, your employees, agents and subcontractors while on Monsanto's facilities or performing work on behalf of Monsanto will be kept confidential, and not used, duplicated or disclosed to others.
2. You agree to indemnify and hold Monsanto, its officers, directors and employees harmless from loss, expense, claim, suit or damage resulting from injury or death to any person (including your own employees) and/or damage to property, whatever the cause may be (unless caused solely by Monsanto's negligence), arising from the activities of you, your employees, agents and subcontractors on Monsanto's facilities.

SC

11263

LAM013290

3. You agree to take out and maintain the following minimum insurance:

- | | |
|--|--|
| (a) Workmen's Compensation | Statutory |
| (b) Employer's Liability | \$500,000 each occurrence |
| (c) Comprehensive General Liability (Bodily Injury) | \$500,000 each person
\$1,000,000 each occurrence |
| (d) Comprehensive General Liability (Property Damage) | \$500,000 each occurrence |
| (e) Comprehensive Automobile Liability (Bodily Injury) | \$200,000 each person
\$500,000 each occurrence |
| (f) Comprehensive Automobile Liability (Property Damage) | \$100,000 each occurrence |

These obligations are in addition to, not in lieu of, any other obligations you may have assumed, or may assume, by contract with Monsanto.

Please indicate your agreement with the terms of this letter by having an authorized official of your firm sign both enclosed copies of this letter in the space provided below, and return one signed copy to me. Your understanding and cooperation in this matter is appreciated.

Yours very truly,

MONSANTO COMPANY

By _____

Title _____

Accepted and agreed to this
_____ day of _____, 19__.

FIRM NAME

SC

11264

By _____

Title _____

LAM013291