INTRODUCTION
The purpose of this manual is to define the requirements for safely operating an aerial lift device at Aurora Public Schools. All employees, students, and contract personnel shall operate these devices in accordance with this policy.

REGULATORY AUTHORIZATION
This policy is based on conformance with the Occupational Safety and Health Act of 1970. More specifically it meets or exceeds OSHA 29 CFR 1926. 453 Aerial Lift, OSHA 29CFR 1926.67, Vehicle Mounted Elevating and Rotating Work Platforms.

SCOPE
This policy shall cover all Aurora Public School-owned aerial lift devices used on Aurora Public Schools sites and all staff, students, and contractors who operate the lifts under the direct supervision of a designated Aurora Public School employee. An aerial lift device is defined as any device, vehicle mounted or manually propelled, telescoping or articulating, or both, which is used to position personnel above six feet in height. Examples of aerial lift devices are specified in OSHA 29 CFR 1926.453 and OSHA 29CFR 1926.67.

POLICY
All departments with aerial lift devices shall ensure that all operators are trained and certified in the safe operation of aerial lifts in accordance with this policy, the manufacturer’s recommendations, and OSHA CFR 1926.453 and OSHA 29 CFR 1926.67 and that these devices are maintained in accordance with the manufacturer’s recommendations and sound safety practices.

RESPONSIBILITIES
Training
All employees and students who operate an aerial lift device shall be trained in the safe operation of the specific device they will operate. This training will be provided by the Safety Specialist, an authorized and qualified in-house staff member, or an outside qualified trainer. This training will include, but not be limited to:

• Classroom training on the specific aerial lift device.

• A hands on test to prove competency

• Instructions on pre-use inspection

• Record keeping requirements

Training must conform to all OSHA requirements.
The trainer will submit documentation to the employee’s supervisor verifying that the employee has successfully completed the training. Each employee will fill out and sign the form entitled “Operating Manual Acknowledgement Form and Training Record” (see Appendix A of this policy and return it to his/her supervisor.) These documents will be placed in the employee’s file at Maintenance and Operations for three years. The employee’s supervisor will also maintain records of training for three years. The department chair or designee will maintain student training records.

Refresher training is required on an annual basis, whenever a new or different type of aerial lift device is purchased, whenever the employee demonstrates a need for retraining, or when new personnel are hired.

A copy of the manufacturer’s operating and maintenance manual shall be kept in a pouch or compartment on the aerial lift device so that the operator may consult the manual.

**Equipment Security**
At no time shall a key remain in an aerial lift device when the operator is not present. The key shall be returned to the head custodian or immediate supervisor, if the head custodian is not present, when the operator no longer needs the aerial lift for the work.

**Changes or Modifications to Original Equipment Design**
No change or modification to the OEM’s design shall be made without the written permission of the manufacturer. This written permission from the manufacturer shall be kept on file in the equipment records.

**Personal Protective Equipment**
Hard hats shall be worn if an overhead hazard exists. The Safety Specialist should be consulted on a case-by-case basis to determine if additional personal protective equipment or other safety equipment is required when operating the aerial lift.

**Maintenance and Inspection of Equipment**
Director or designee shall ensure that all aerial devices are maintained in accordance with the manufacturer's recommendations. Maintenance responsibilities are as follows: the Analyst, Functional - Maintenance and Operations is responsible for aerial devices typically housed at Facilities, and the Supervisor, Custodial Operations is responsible for aerial devices typically housed at school sites.

Maintenance responsibilities include inspections to insure devices meet manufacturer’s recommendations, removing lifts from service that do not meet the manufacturer’s recommendations or are unsafe to operate, coordinating repairs with Fleet Maintenance, coordinating annual inspections, and maintaining a copy of equipment records at Maintenance and Operations or at the site for school site based aerial lifts (high schools).

A qualified inspector shall make an annual inspection. A copy of the inspection form and a certification document will be provided by the inspector and will be retained in the equipment file. Any aerial lift device not inspected annually or inspected and found to not be in proper operating condition shall be immediately taken out of service and reported to the appropriate designated person. The aerial lift device may be placed into service only after the necessary repairs have been made and/or the annual inspection has been successfully completed.
The operator(s) shall perform pre-use inspections on the aerial lift device using the Pre-Operations Inspection form. A copy of the form is located at: http://maintop.aurorak12.org/mo-resources/ click on Aerial Left Policy and scroll to the form. Completed inspection forms shall be returned to the maintenance and operations warehouse for facilities based lifts or to the head custodian for high school lifts.

Aerial lift devices that need repair or are unsafe to operate shall not be used until repaired. Report any lift deficiencies, damage, repair needs, or unsafe conditions to your supervisor immediately. The supervisor shall notify the designated person. The designated person shall coordinate repairs and notify the appropriate personal with the lift is repaired and ready for service.

The operator(s) shall also conduct a work area inspection to ensure that the area in which the device will be operated is free of unsafe conditions, such as debris, floor or overhead obstructions, or the presence of unauthorized personnel.

**Contractors**

Contractors who operate or use Aurora Public School owned aerial lift devices must compile with the following:

1. Only employees of contractors who are approved to perform work on Aurora Public School property may be permitted to borrow aerial lift devices.

2. The employee of the Contractor must review and sign the form entitled “Aurora public School Aerial Device Use Waiver and Indemnification Agreement” (See Appendix A).

The supervisor responsible for the contracted work shall return the signed form to maintenance and operations.

**REFERENCES**

OSHA 29CFR 1926.453, Aerial Lifts
OSHA 29 CFR, 1926.67, Vehicle Mounted Elevating and Rotating Work Platforms
APPENDIX A
Operating Manual Acknowledgement Form
And Training Record

By signing this document I certify that I have received a copy of the policy manual for the aerial lift device shown below and have been trained in its safe operation. I understand that it is my responsibility to review and understand the safe operation of this device based on the training I received and the manufacturer’s recommendations. I understand that if, at any time, I have questions about the safe operations of this equipment, and I may contact the districts Safety Specialist, my supervisor, or the manufacturer to obtain answers to my questions.

Aerial Lift Device Make ________________________________________________

Aerial lift Device Model ________________________________________________

Employee Name (print) ________________________________________________

Employee Department ________________________________________________

User/Operator’s signature _____________________________________________

Date of Training ______________________________________________________
APPENDIX B

AURORA PUBLIC SCHOOLS AERIAL DEVICE USE WAIVER AND INDEMNIFICATION AGREEMENT

1. In consideration for receiving permission to use a Aurora Public Schools aerial lift, Releasor, ______________________________________ (“Releasor”), hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Aurora Public Schools, its Board of Trustees, officers, servants, agents, or employees (hereinafter “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasor, or to any property belonging to Releasor, while using the APS aerial lift, or while in, or upon the premises where the activity is being conducted, REGARDLESS WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES or otherwise and regardless whether such liability arises in tort, contract, strict liability, or otherwise.

2. Releasor agrees that this Agreement grants a limited right of use of the aerial lift. Releasor has no right to take any action not expressly and specifically granted by this Agreement.

3. Releasor agrees that it will not assign or transfer or sell the right to use the aerial lift to others.

4. Releasor is fully aware of the risks and hazards associated with using an aerial lift, including the risk of injury and even death, and Releasor hereby elects to voluntarily use the aerial lift and to enter the above-named premises and engage in such activity knowing that the activity may be hazardous to Releasor and Releasor’s property. Releasor voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by Releasor, or any loss or damage to property owned by Releasor, as a result of using the lift, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

5. Releasor further hereby AGREES TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that they may incur due to Releasor’s use of the lift, WHETHER CAUSED BY NEGLIGENCE OF THE RELEASEES or otherwise.

6. Releasor further hereby acknowledges that Releasor has the right to examine the aerial lift prior to Releasor’s use of it and assume full responsibility for ensuring that the lift is in good working order. Releasor assumes all responsibility for any manufacturer or regulating body required, suggested, or implied training on the operation or use of this aerial device. In addition, Releasor assumes full responsibility for the use of appropriate personal protective equipment in using the lift and APS has not provided any such equipment to Releasor.
7. Releasor further hereby acknowledges that Releasor’s activities in using the aerial lift are in Releasor’s capacity as an independent contractor and that Releasor is not employed by Aurora Public Schools. Releasor acknowledges that, in the event of any injury, including even death, WORKERS’ COMPENSATION WILL NOT APPLY.

8. It is Releasor’s express intent that this Waiver and Hold Harmless Agreement shall bind the members of Releasor’s family and spouse, if Releasor is alive, and Releasor’s heirs, assigns and personal representative, if Releasor is deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named Releasees. Releasor hereby further agrees that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Colorado and that if any part of this release is determined to be illegal, unenforceable or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby.

IN SIGNING THIS RELEASE, RELEASOR ACKNOWLEDGES AND REPRESENTS THAT RELEASOR HAS READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT; understands it and signs it voluntarily as Releasor’s own free act and deed; no oral representations, statements or inducements apart from the foregoing written agreement have been made; Releasor is at least eighteen (18) years of age and fully competent; and Releasor executes this Release for full, adequate and complete consideration fully intending to be bound by same.

THIS IS A RELEASE OF LEGAL RIGHTS
READ AND UNDERSTAND BEFORE SIGNING

_________________________________________  ______________________________
Releasor                                                                 Company

_________________________________________
Date
Pre-Operation Inspection
Safety and Operational Checks (Prior To Each Use)
Genie Aerial Lift, Model GS-1930

Date: ___________ Shift: ___________ Department: ___________ Lift ID#: ___________
Operators Name: ______________ Operators Signature: ______________

Check the following components or areas for damage, modifications and improperly installed or missing parts. Check entire machine for:

<table>
<thead>
<tr>
<th>Inspection Type</th>
<th>Ok</th>
<th>Needs Repair</th>
</tr>
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<tbody>
<tr>
<td>Be sure that the operator's, safety and responsibilities manuals are complete, legible and in the storage container located on the platform.</td>
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<tr>
<td>Be sure that all decals are legible and in place (See Decals section).</td>
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<tr>
<td>Check for hydraulic oil leaks and proper oil level. Add oil if needed (See Maintenance section).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check for battery fluid leaks and proper fluid level. Add distilled water if needed (See Maintenance section).</td>
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<tr>
<td>Cracks in welds or structural components</td>
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<tr>
<td>Dents or damage to machine</td>
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<tr>
<td>Be sure that all structural and other critical components are present and all associated fasteners and pins are in place and properly tightened</td>
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<tr>
<td>Be sure side rails are installed and bolts are fastened</td>
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<tr>
<td>Be sure that the chassis trays are in place, latched and properly connected</td>
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</tr>
</tbody>
</table>

Additional Comments:

If one item needs repair take out of service and contact the immediate supervisor.