



## **Partnership Agreement**

Shiel Sexton/Powers and Sons Joint Venture  
and the  
Indiana Department of Labor

August 20, 2010

**PARTNERSHIP**  
An OSHA Cooperative Program

## **I. Purpose and Scope**

The Indiana Department of Labor (hereinafter "IDOL") and Shiel Sexton/Powers and Sons, a joint venture (hereinafter "Construction Manager"), agree that it is in the best interest of both parties to renew the strategic health and safety partnership for the Indiana convention center Phase V Project (hereinafter "ICC" or the "Project") signed on May 12, 2008. The goal of renewing this partnership agreement is to further advance the health and safety in the workplace, which encompasses the reduction of the number and severity of injuries, and the elimination of all fatalities on this construction project.

This renewal agreement supersedes the original agreement dated May 12, 2008.

**The Partnership refers to this Agreement, and the Partners** are all parties collectively who are signatory to this Agreement.

It is understood that the Agreement allows for a cooperative working environment between IOSHA and the ICC Construction Manager and ICC Contractors. The Agreement allows for certain inspection deferrals. It does not waive any aspect of the ACT or IOSHA enforcement thereof in the event of a complaint, serious injury or death.

The Agreement shall cover the Construction Manager and all ICC Contractors. All elements of this Agreement shall be adopted by the Construction Manager and all ICC Contractors.

## **II. Partners**

The Following are considered parties to this agreement:

1. Indiana Department of Labor, by its Commissioner;
2. Indiana Department of Labor IOSHA division;
3. Indiana Department of Labor INSafe division; and
4. Shiel Sexton/Powers and Sons, a joint venture (Construction Manager).

## **III. Goals & Measures**

1. The Partnership shall achieve superior safety performance for the construction industry.
  - a. The Construction Manger shall implement a comprehensive workplace safety program. The program will be reviewed and approved by the Commissioner of Labor or her designee at the beginning of the Partnership. The program shall meet the requirements of ANSI A10.33 (2004). The program will be reviewed annually to evaluate effectiveness.

- b. Upon signing of the Agreement, the Commissioner of Labor shall conduct a review of the Construction Manager's safety program for the ICC. That review shall determine how the Construction Manager will train and mentor contractors and subcontractors. It is understood that there may be monthly or quarterly excursions above this metric. Significant excursions above this level should be clearly identified in monthly reports along with any remedial actions or plans.
  - c. The Construction Manager shall maintain an OSHA Total Case Incidence Rate of no greater than 4.0 on an annual basis. It is understood that there may be monthly or quarterly excursions above this metric. Significant excursions above this level should be clearly identified in monthly reports along with any remedial actions or plans.
  - d. The Construction Manager shall act as a safety mentor for all contractors working onsite. It is understood that with this type of labor agreement, it could be difficult to exclude certain parties from participation. Under this scenario, the Construction Manager will assume mentor and training roles sufficient to help the contractor meet the overall performance goals.
  - e. The Construction Manager shall from time to time include IOSHA staff as designated by the IDOL to accompany the Construction Manager's safety personnel on routine audits. It is understood that these tours will be generally of a non-enforcement nature.
  - f. The Construction Manager, via its safety audit program, shall work to assure full compliance with all applicable IOSHA regulations.
  - g. Persons entering the site shall first receive some form of site specific safety training and the Construction Manager shall keep documentation to demonstrate compliance. The Construction Manager shall ensure that contractors with 1-5 employees have a designated safety representative onsite. Contractors with 6-15 employees have a minimum of one person OSHA 10-hour trained and conduct a weekly audit performed by an OSHA Competent Person. Contractors with 16-24 persons onsite shall have a minimum of one OSHA 30-hour certified person onsite at all times. Contractors that have 25 or more employees onsite shall have a full time safety manager all site at all times during work hours.
  - h. The Construction Manager shall require 100% fall protection for any activity over six (6) feet above grade.
2. The Partnership and Indiana OSHA shall maintain an open and transparent working relationship.
    - a. The Construction Manager shall provide monthly progress reports to the Commissioner of Labor. It is understood that these reports may require up to 30 days in order to collect data and process hours. Thus the January report is not due

- until March 1. Any incident of significance shall be reported within 24 hours via the IOSHA hotline or by directly calling the Deputy Commissioner of IOSHA.
- b. The Partnership shall include IOSHA or INSafe staff personnel in all safety meetings or program reviews. Non-attendance by the Commissioner or her staff shall not be construed as waiving this privilege.
  - c. The Partners shall provide contact persons for the Commissioner of Labor, including telephone numbers and email addresses.
  - d. The Commissioner shall provide the same to the Partners.
  - e. Any injury of significance shall be reported within 24 hours, and deaths shall be reported within 8 hours. The Commissioner reserves the right to accompany Partnership accident investigators on significant incident investigations. Any catastrophe or death shall be investigated by the Commissioner following standard IOSHA protocols.
  - f. The Commissioner's staff may tour the site at any time and without hindrance, and question any person, contractor or subcontractor concerning workplace safety.

#### **IV. Evaluation**

1. The Commissioner or her designee shall conduct an annual review of the site, the Partnership and all relevant data. The review shall be done 10 months from the date of inception for the agreement. The Commissioner shall then determine if continuing the Partnership is in the best interest of the State of Indiana and the Department of Labor. The evaluation shall be conducted in cooperation with the Construction Manager, and an annual report shall be filed by the IDOL with federal OSHA on standard federal forms. This review will be largely administrative in nature, but can include site tours and employee interviews as deemed appropriate by the Commissioner. If the Commissioner finds the performance does not meet the parameters listed above, then the Construction Manager shall submit a 60-day action plan to the Commissioner. The Construction Manager may seek the advice and consultation of INSafe in the development and execution of this action plan. Upon completion of the 60-day period, the Commissioner shall again review the program and make a determination if the continuation of the agreement is in the best interest of all parties.
2. The Commissioner may recommend changes or amendments to the partnership at the time of the annual evaluation. All such changes require the agreement of the Partners, and shall be in writing and signed by each Partner.

## **V. Benefits**

1. Special recognition from IDOL may include releases and printed materials that identify the ICC project as a valued safety and health partner of IOSHA.
2. ICC contractors working on the Project shall receive priority when seeking assistance from INSafe.
3. It is understood that this Agreement shall not limit IOSHA's investigation of any complaint, catastrophe or fatality report. Indiana OSHA grants a conditional deferral of all general schedule inspections of this site as part of this agreement.

## **VI. Employer and Employee Rights and Responsibilities**

This Partnership does not preclude employees and/or employers from exercising any rights provided under statute, nor shall it abrogate any responsibility to comply with any rule adopted under the act. IOSHA may enter the site at any time when it believes a serious compliance issue exists. No part of this agreement shall be construed as limiting IOSHA enforcement authority or the rights of workers to the protections afforded by the Act.

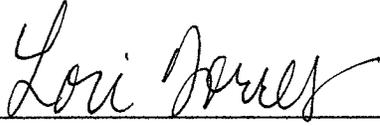
## **VII. Term**

The term of this agreement is one year from the date of signing. It may be terminated at any time by any Partner with 15 days written notice. Should OSHA Total Case Incidence Rates exceed 150% of the agreed target for one year, the Agreement shall automatically terminated 15 days after all partners are advised in writing of the non-compliance with the terms of the Agreement. The Agreement may be renewed upon agreement of all Partners.

## **VIII. Signatories**

All Alliance signatories appear on the page that follows.

This Partnership is dated this 20<sup>th</sup> day of August, 2010.



Lori A. Torres  
Commissioner  
Indiana Department of Labor



Doug Condon  
Safety Director  
Shiel Sexton/Powers & Sons, a Joint Venture



Jeffrey S. Carter  
Deputy Commissioner of IOSHA  
Indiana Department of Labor



Michelle L. Ellison  
Director of INSafe  
Indiana Department of Labor



INDIANA  
DEPARTMENT  
OF LABOR

