



# STRATEGIC OCCUPATIONAL SAFETY AND HEALTH PARTNERSHIP

Indiana Department of Labor  
and  
Indiana Construction Association

Updated July 24, 2015



## Purpose and Scope of Partnership Agreement

The Indiana Department of Labor (IDOL) and the Indiana Construction Association (ICA) herein create the Strategic Occupational Safety and Health Partnership (Partnership Agreement) to advance the mutual goal of preventing occupational incidents. This statewide partnership is for the benefit of ICA member companies working in the Indiana construction industry that have demonstrated exemplary safety and health management systems.

Recognizing the importance of providing a safe and healthful work environment, IDOL and ICA strongly agree on the need to develop a working relationship that fosters trust, respect and transparency for each organization's role in the Hoosier construction industry.

The Partnership Agreement refers to this Agreement, and "partners" are all parties collectively who are signatory to this Agreement.

It is understood that the Partnership Agreement allows for a cooperative working environment between IDOL, ICA and participating ICA member companies that have met the partnership eligibility criteria as outlined in this Agreement.

### A. 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
4. Indiana Construction Association, by its President

### B. BACKGROUND

The overarching goal of IDOL partnerships is to achieve superior occupational safety and health performance in the construction industry.

The 2013 Bureau of Labor Statistics (BLS) Survey of Occupational Injuries and Illnesses (SOII) non-fatal occupational injury and illness rate for the Indiana construction industry is 2.8 per 100 full-time workers. For benchmarking purposes, the 2013 rates are the most recently published rates available.

As partners, the IDOL and ICA are committed to the following shared strategies and objectives:

1. Implementing an open and transparent communication policy between the organizations.
2. Increasing the number of participating ICA member companies that develop and implement effective workplace safety and health programs and training for all employees—management, supervisory and tradespeople.
3. Sharing knowledge of best industry technology, innovations and work practices that improve jobsite safety.

4. Cooperating in the development and continuous improvement of safety training programs for the construction industry.
5. Promoting recognition for construction industry workplace safety and health excellence at every opportunity.
6. Ensuring that enforcement policies and practices are effective, consistent and fair.
7. Promoting principles of good faith and fair dealings as the foundation of the relationship.
8. Allowing the IDOL to focus its limited enforcement resources on companies that have not demonstrated or implemented an effective safety and health management system and programs.
9. Recognizing that either party may withdraw from the Agreement at any time by submitting written notification of intent to the other partner.

## C. GOALS

1. **Goal:** Encourage ICA member companies to consider the benefits of participating in the Partnership Agreement.  
**Measure:** Number of ICA contractor members accepted into the Partnership Agreement.  
**Verification:** Monthly partnership report.
2. **Goal:** Reduce the annual aggregate rate of injuries and illnesses for participating ICA member companies. Emphasize the importance of reducing workplace injuries and illnesses that result from the four leading causes of death on a construction worksite (falls, struck-by, caught-in/between and electrocutions).  
**Measure:** OSHA recordable incidents.  
**Verification:** Monthly partnership report.
3. **Goal:** Conduct semi-annual educational meetings for participating ICA member companies.  
**Measure:** Number of participating ICA member companies that attend the semi-annual educational meetings.  
**Verification:** Meeting minutes.
4. **Goal:** Encourage IDOL representative participation in ICA meetings and forums (e.g., Partnership Enhancement Subcommittee, ICA/INDOT/IOSHA/ISP Safety Joint Cooperative Committee, Southwest Construction Roundtable).  
**Measure:** Number of IDOL representatives that attend ICA meetings and forums.  
**Verification:** Meeting minutes.
5. **Goal:** Recognize the achievements of participating ICA member companies that have exemplary safety and health programs as well as effective site-specific safety and health plans.  
**Measure:** Number of ICA members companies that participate in the Partnership Agreement.  
**Verification:** Monthly partnership report.

## D. IDOL COMMITMENT/ROLE

The IDOL will only consider ICA member companies with outstanding achievements in workplace safety and health (as defined herein) for inclusion in the Partnership Agreement.

The IDOL will review information and data that ICA submits on behalf of its member companies applying to be in the Partnership Agreement. IDOL will issue notice of approval or denial to ICA and the member company applicant. Once an ICA member company is accepted as a participating ICA member company, the IDOL will:

1. Exempt participating ICA member companies that meet Partnership Agreement requirements from general scheduled inspections.
2. Handle non-formal complaints received regarding participating ICA member companies through IOSHA's defined phone/fax process.
3. Exclude participating ICA member companies from IOSHA inspections that involve employers not participating in the Agreement, unless the compliance officer observes that any employees are exposed to hazards such as, but not limited to, falls, electrical, caught-in/between or struck-by hazards. In these instances, citations may be issued at the discretion of the compliance officer.
4. Limit formal complaint inspections received regarding participating ICA member companies to the complaint item(s) and "in plain view" items.
5. Utilize IOSHA's defined process to handle inspections and/or investigations of required employer reports of in-patient hospitalizations involving treatment of one or more employees, amputation(s) or loss(es) of eye(s).
6. If violations are found during inspections (e.g., where the employees are not exposed to the hazard), the compliance officer will request the hazard be abated as soon as possible.

The IDOL and the ICA may jointly or independently retain the discretion to veto ICA member contractors from participating in the Partnership Agreement. Examples of issues that may potentially disqualify a contractor from participating in this Partnership Agreement include, but are not limited to 1) unsatisfactory occupational safety and health performance, 2) unpaid fines and penalties or 3) unsatisfactory regulatory history with any other State agency or department.

## E. ICA COMMITMENT/ROLE

The ICA will administer this Partnership Agreement as outlined herein, and will serve as the principal safety resource in support of its participating member companies. To fulfill the requirements of this Agreement, the ICA will also:

1. Administer the overall Partnership Program, which will include but not be limited to, the initial evaluation of Partnership applications to determine whether ICA member companies meet the criteria specified within the Partnership Agreement. Information ICA will consider will include pertinent company information such as demonstrated safety and health program, training commitments, history of OSHA citations, fatalities, injury/illness experience and other similar factors.

2. Submit a comprehensive occupational safety progress report to the IDOL no later than the 15<sup>th</sup> day of each month.
3. Offer ongoing, quality training on topics of importance to participating ICA member companies, specifically the “focus four” hazards (falls, struck-by, caught-in/between and electrocutions).
4. Provide up-to-date informational materials, occupational safety and health statistics and brochures to participating ICA member companies
5. Organize and provide the IDOL’s interpretations of major standards, as well as statewide inspection issues (including the most frequently cited IOSHA standards) to participating ICA member companies.
6. Promote construction safety excellence through its annual safety program recognition awards.
7. Work with the IDOL to create an annual Partnership Agreement evaluation report.
8. Act as a liaison with IDOL on behalf of participating ICA member companies as appropriate. Participating ICA member companies should direct their questions to ICA, and ICA will contact IDOL for responses.
9. Terminate participating ICA members from the Partnership Agreement if findings indicate that they have provided false documentation or are not fulfilling their obligations under the Partnership Agreement.

#### F. PARTICIPATING ICA MEMBER COMPANY COMMITMENT/ROLE

To participate in the IDOL/ICA Partnership Agreement, the contractor must be a member of the ICA. Participating ICA member companies must:

1. Express intent to participate in writing to the ICA.
2. Certify company-wide that no fatalities occurred within the last three years that resulted in serious and/or “knowing” citations related to the incident.
3. Certify a comprehensive written safety and health management program is in place that is at least equivalent to OSHA’s “Safety and Health Program Management Guidelines” of January 26, 1989 in FRN 54:3904-3916, or the American National Standards Institute (ANSI) A-10.38, “Basic Elements of an Employer Program to Provide a Safe and Healthful Work Environment.”
4. Assure that all supervisory field personnel have completed the OSHA 10-Hour Training Course for the Construction Industry, or that newly hired or assigned supervisory personnel provide proof of completion within thirty (30) days of being placed in supervisor position.
5. Implement a fall protection program in which participating ICA member companies require and enforce the use of conventional fall protection (e.g., personal fall arrest systems, safety net systems, restraints or guardrail systems) where their employees or sub-contractor employees are performing work covered by 29 CFR 1926.
6. Submit the OSHA 300 Log and 300A Summary of work-related incidents for the three most current calendar years to the ICA.
7. Participate in a site review conducted by the ICA that will include management’s commitment to an action plan to prevent future hazards, rather than just identifying current hazards present on the selected jobsite(s).
8. Maintain a three-year Total Recordable Case (TRC) and Days Away Restricted and Transfer (DART) rates at least 20 percent below the most recently published BLS national average for the North American Industry Classification System (NAICS) code of the sub-industry in which the participating ICA member company is classified. *See Attachment A for calculation formula.*

- a. The NAICS code of a participating ICA member company will be the governing classification as determined by their insurer (e.g., workers' compensation and general liability).
  - b. Any Standard Industrial Classification (SIC) code must be translated into the current NAICS code.
  - c. If the BLS does not have TRC and DART rate averages for the specific six-digit industry classification, then the rightmost digit(s) of the NAICS should be deleted until a code with current averages is available.
9. Provide monthly occupational safety and health-related data or statistics required by the ICA including the aggregate current OSHA 300 Log information and TRC and DART rates for all Indiana operations.
  10. Develop and maintain a substance abuse testing program within 30 days of entering the partnership or provide verification of an existing substance abuse testing program.

## G. PARTNERSHIP EVALUATION

The IDOL and ICA will conduct an annual evaluation that will include a comparison of the TRC and DART rates with the most current Indiana BLS rates for each participating ICA member company's NAICS code.

In addition, ICA shall include a report acknowledging injuries incurred by participating ICA member companies relative to falls, struck-by, caught in/between and electrocutions. Such reports alone will not be cause for inspection.

This review will be largely administrative in nature, but may also include site tours and employee interviews as deemed appropriate by the IDOL.

## H. PARTNERSHIP BENEFITS

1. Special recognition from the IDOL may include news releases, newsletter articles and other printed or electronic materials that identify a participating ICA member company as a strategic occupational safety and health partner.
2. Participating ICA member companies may receive priority when seeking workplace safety and health consultation from INSafe. Requests for consultation may be completed and submitted using the online form available at [www.in.gov/dol/insafeconsultation](http://www.in.gov/dol/insafeconsultation). Direct questions to INSafe at (317) 232-2688 or email [insafe@dol.in.gov](mailto:insafe@dol.in.gov).

## I. EMPLOYER AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

This Partnership Agreement does not preclude employees and or employers from exercising any rights provided by law nor shall it abrogate any responsibility to comply with any rule adopted under the Occupational Safety and Health Act (OSH Act). IOSHA may enter a participating ICA member company's site at any time it believes a serious compliance issue exists. No part of this Partnership Agreement shall

be construed as limiting IOSHA enforcement authority or the rights of workers to protections afforded by the OSH Act.

## J. PARTNERSHIP TERM

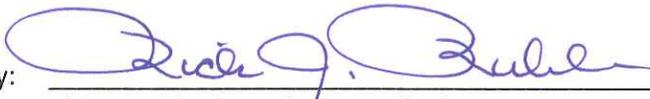
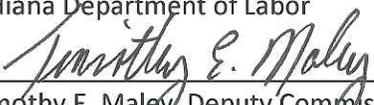
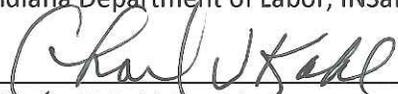
Either party may withdraw from this Partnership Agreement by providing written notification to the other partner. Termination shall be effective 30 days after the receipt of notification.

Furthermore, a participating ICA member company may elect to withdraw from this Partnership Agreement by providing written notification to the IDOL and the ICA. Termination shall be effective upon receipt of such notification.

When a fatal or other serious incident occurs involving a participating ICA member company and a serious, willful or repeat Safety Order is issued as a result of the ensuing inspection, that company shall be barred from participation in the partnership or any of its benefits for a period of three years from the date the safety order is issued.

The IDOL or the ICA may terminate a participating ICA member company from the Partnership Agreement if that company fails to meet the qualifications or otherwise violates the terms and conditions of this Partnership Agreement.

## K. PARTNERSHIP SIGNATORIES

By: 	Date: <u>9/15/2015</u>
Rick J. Ruble, Commissioner of Labor Indiana Department of Labor	
By: 	Date: <u>9/15/2015</u>
Timothy E. Maley, Deputy Commissioner Indiana Department of Labor, OSHA Division	
By: 	Date: <u>9/15/2015</u>
Michelle L. Ellison, Assistant Commissioner Indiana Department of Labor, INSafe Division	
By: 	Date: <u>9/10/2015</u>
Charles V. Kahl, President Indiana Construction Association	

## ATTACHMENT A

### Rate Calculations

1. Annual non-fatal workplace injury and illness incident rates are calculated by using the formula  $(N/EH) \times 200,000$  where:

N=Total number of recordable injuries and illnesses in the year.

For the TRC rate, use the total number of injuries plus illnesses.

For the DART rate, use the injuries and illnesses that result in days away from work, restricted work activity or job transfer.

EH=Total number of hours worked by all employees in the year.

200,000=Equivalent of 100 full-time workers working 40 hours per week, 50 weeks per year.

2. Three-Year TRC Rate Calculation. To calculate the three-year TRC rate, add the number of all recordable injuries and illnesses for the past three years and divide by the total hours worked for those years. Multiply the result by 200,000.

$$\frac{[\text{Sum of the Number of Injuries and Illnesses for Three-Year Period}] \times 200,000}{[\text{Total Hours Worked for Three-Year Period}]}$$

3. Three-Year DART Rate Calculation. To calculate the three-year DART rate, use the same formula as calculating the TRC, except add the number of recordable injuries and illnesses that result in days away from work, instead of just total recordable injuries.

$$\frac{[\text{Sum of the Number of Injuries and Illnesses resulting in DART for Three-Year Period}] \times 200,000}{[\text{Total Hours Worked for Three-Year Period}]}$$

4. Rounding Instructions. Rates must be rounded to the nearest tenth following the traditional mathematical rounding rule. For example, 5.85 up to 5.9; 5.84 down to 5.8.