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INDIANA DEPT OF LABOR
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STRATEGIC OCCUPATIONAL SAFETY AND HEALTH PARTNERSHIP

Indiana Department of Labor

And

University of Notre Dame

And

Barton Malow Company

General Contractor/Construction Manager

For

University of Notre Dame – Women's Residence Hall Project

(Northeast Quadrant)

February 18, 2019

PARTNERSHIP
An OSHA Cooperative Program

Purpose and Scope of partnership agreement

The Indiana Department of Labor (hereinafter "IDOL") and University of Notre Dame and Barton Malow Company, (hereinafter "General Contractor/Construction Manager") agree that it is in the best interest of these parties to enter into a strategic health and safety partnership for the University of Notre Dame –Women's Residence Hall Project, Northeast Quadrant (hereinafter the "Project"). The goal of this partnership is to advance the safety, health and prosperity of workers' in the workplace, which encompasses the reduction of the number and severity of injuries, and the prevention of all fatalities on this construction project.

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 the IDOL and the Project General Contractor/Construction Manager, contractors and sub-contractors. The Agreement grants a conditional deferral of all general schedule Indiana Safety and Health Administration (IOSHA) inspections of this site as part of this Agreement. This Agreement does not waive any aspect of the Indiana Occupational Safety and Health Act (IOSH Act) or IOSHA enforcement thereof in the event of complaint, catastrophe, serious injury or death.

The Agreement shall cover the General Contractor/Construction Manager and all the Project contractors and sub-contractors. All elements of this Agreement shall be adopted by the General Contractor/Construction Manager and all of Project contractors and sub-contractors.

I. 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. University of Notre Dame
4. Barton Malow Company, (General Contractor/Construction Manager)

II. GOALS & MEASURES

The overall goal of the Partnership is to achieve superior safety performance on the University of Notre Dame – Women's Residence Hall Project, Northeastern Quadrant.

A. WORKPLACE SAFETY PROGRAM

1. The General Contractor/Construction Manager shall implement a comprehensive workplace safety program. The program will be reviewed and approved by the IDOL at the beginning of the Partnership. The program and partnership may be reviewed annually to evaluate its effectiveness.

2. Upon signing of the Agreement, the IDOL shall conduct a review of the Construction Manager's safety program for the Project. That review shall determine how the General Contractor/Construction Manager will train and mentor contractors and subcontractors.

3. The General Contractor/Construction Manager shall act as a safety mentor for all contractors and sub-contractors working on site. It is understood that under this type of labor Agreement it could be difficult to exclude certain parties from participation. Under this scenario, the General Contractor/Construction Manager will assume mentoring and training roles sufficient to help the contractor meet the overall performance goals.

4. The General Contractor/Construction Manager shall from time to time include designated IDOL staff to accompany the General Contractor/Construction Manager Safety personnel on routine audits. It is understood these tours will be generally of a non-enforcement nature.

5. The General Contractor/Construction Manager, via its safety audit program, shall work to assure full compliance with all applicable Indiana Occupational Safety and Health Administration (IOSHA) regulations and directives.

6. The General Contractor/Construction Manager shall assure that all contractors have a designated competent person on site with a minimum of OSHA 30-hour training and all applicable training for the subcontractor's scope of work.

7. Each contractor has accountability for the safety of the project and must allocate the resources necessary for implementing all required safety related codes and contract/ subcontract requirements. Each contractor must abide by Contractor Responsibilities listed in the Barton Malow Safety Manual. The safety professional or his designate shall complete weekly safety audits of assigned work areas. Results of the audits will be shared with the project team monthly at a minimum.

8. The General Contractor/Construction Manager shall require 100% fall protection for any activity at or above six (6) feet above grade with the exception of platform ladders.

B. OPEN AND TRANSPARENT WORKING RELATIONSHIP

1. The General Contractor/Construction Manager shall provide a monthly comprehensive occupational safety progress report to the IDOL. It is understood that these reports may require up to 30 days for data collection and processing. Thus the January report is not due until March 1. Any incident of significance shall be reported within 24 hours via the IOSHA hotline.

2. The Partnership shall include IDOL personnel in all safety meetings or program reviews. Non-attendance by the IDOL shall not be construed as waiving this privilege.

3. The Partners shall provide contact persons for the IDOL, including telephone numbers and email addresses.

4. The IDOL shall provide same to the Partners.

5. Any Recordable Injury shall be reported to the construction manager within 24 hours. Deaths and hospitalizations must be reported to IOSHA per OSHA reporting requirements. The IDOL reserves the right to accompany Partnership accident investigators on significant incident investigations. Any workplace catastrophe or fatality shall be investigated following standard IOSHA protocols.

C. PARTNERSHIP MEASURES

The IDOL and the General Contractor/Construction Manager agree that the overall goal of the partnership, to achieve superior safety performance, will be best served by focusing on the leading metrics which have been outlined below. Traditional lagging indicators or trailing metrics alone are insufficient measures for development, implementation and management of the Project's safety program. The total recordable case (TRC) and days away, restricted and transferred (DART) rates limit looking at only negative outcomes in the past that cannot be changed rather than looking at indicators in the present that can be used as predictors of future performance. The Partners are confident that tracking, analyzing and acting upon these leading indicators will result in superior safety performance.

Each leading indicator is a best practice associated with safety excellence. Results for these metrics will be distributed in the monthly comprehensive occupational safety progress report.

1. **Goal:** All employees have received the applicable training necessary for their scope of work; i.e. orientation, aerial/scissor lift, forklift, hot work, fall protection and scaffold user/erector.
   Metric: Verification of required training, employee training records, and hard hat stickers.
   Documentation: Weekly Safety Audits

2. **Goal:** 100 %
   Metric: Audited workers.
   Documentation: Monthly Safety Audit results

3. **Goal:** Open safety issues are followed up and closed out within 24 hours.
   Metric: Weekly Safety Audit.
   Documentation: Monthly Safety Audit results.

4. **Goal:** Barton Malow Company participation at scheduled site visits with IDOL.
   Metric: Attendance.
   Documentation: Names documented on minutes of meeting.

5. **Goal:** Indiana Department of Labor staff designated at scheduled quarterly partnership meetings.
   Metric: Attendance.
   Documentation: Names documented on minutes of meeting.

6. **Goal:** Sub-contractor Safety/Management participation at scheduled monthly audit presentation and discussion.
   Metric: Attendance.
   Documentation: Names documented on minutes of meeting.

7. **Goal:** Monthly analysis of safety observation data for trend identification.
   Metric: Data analysis and trending.
   Documentation: Monthly report generated and distributed.

8. **Goal:** Apply root cause analysis to negative trends.
   Metric: Root cause analysis for each negative trend.
   Documentation: Monthly report generated and distributed.

9. **Goal:** Safety intervention meetings are held with stakeholders identified in root cause analysis.
   Metric: Safety intervention meetings are held to close out open root cause analysis.
   Documentation: Attendance and meeting minutes from safety intervention meeting.

III. PARTNERSHIP EVALUATION

The IDOL shall conduct an evaluation of the Partnership and all relevant data. The evaluation shall be done 10 months from the date of inception for the Agreement. The IDOL shall then determine, annually, if continuing in the Partnership is in the best interests of the State of Indiana and the IDOL. The evaluation shall be conducted in cooperation with the General Contractor/Construction Manager, and an annual report shall be filed by 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 IDOL. The IDOL will evaluate whether or not the Project experienced an annual TCIR rate of less than 2.6 and a DART rate of less than 1.5, both of which are the 2017 Indiana construction industry averages.

If the IDOL finds the performance does not meet the parameters listed above, then the General Contractor/Construction Manager shall submit a 60 day action plan to the IDOL. The General Contractor/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 IDOL shall again review the program and make a determination if continuation of the Agreement is in the best interests of all parties.

The IDOL may recommend changes or amendments to the Agreement 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 party of the Agreement.

IV. PARTNERSHIP BENEFITS

1. Special recognition from the IDOL may include news releases, newsletter articles and other printed or electronic materials that identify the Project as a strategic occupational safety and health partnership.

2. Contractors and sub-contractors working on the Project shall 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. For questions, please call INSafe at (317) 232-2688 or email insafe@dol.in.gov.

3. It is understood that this Agreement shall not limit IOSHA's investigation of any complaint, serious injury or fatality report. IOSHA will provide a conditional deferral of all general schedule inspections of this site as part of this Partnership.

V. EMPLOYER AND EMPLOYEE RIGHTS AND RESPONSIBILITIES

This Partnership 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 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 protections afforded by the OSH Act.

VI. PARTNERSHIP TERM

The term of this Agreement will begin the date of signing this agreement and continue through the completion of the University of Notre Dame – Women's Residence Hall (Northeast Campus Quadrant).

The anticipated date of Project completion is June 30, 2020.

This Agreement may be terminated at any time by any Partner with fifteen days written notice. Should the occupational safety and health TRC rate exceed 150 percent of the Indiana construction industry averages for TRC and DART (i.e. Annual Project TRC ≥ 3.90 or DART ≥ 2.25); all partners will be notified in writing of the non-compliance with the terms. The Agreement shall automatically terminate 15 days after receipt of the notice.

VII. PARTNERSHIP SIGNATORIES

University of Notre Dame

By: _____ Date: 4/3/2019.

Tony Polotto, Director of Construction and Quality Assurance
Facilities Design and Operations
University of Notre Dame

Barton Malow Company

By: _____ Date: 4.8. 2019

Todd Ketola, Vice President
Barton Malow Company

By: _____ Date: 4/3/2019

Larry Arndt, Senior Director
Barton Malow Company

By: _____ Date: 4/9/2019

Scott Wagner, Director of Safety
Barton Malow Company

By: _____ Date: 4/3/2019

Chris Burns, Project Director
Barton Malow Company

Indiana Department of Labor

By: _____ Date: 2/15/2019

Rick J. Ruble, Commissioner of Labor
Indiana Department of Labor

By: Michelle L Ellison Date: 4/3/2019

Michelle L. Ellison, Deputy Commissioner of Labor
Indiana Department of Labor

By: _____ Date: 4 3 19

Jerry W. Lander, Director IOSHA Construction Safety
Indiana Department of Labor

By: John F. Grimes Date: 4/3/19

John F. Grimes, IOSHA Construction Supervisor
Indiana Department of Labor