

STRATEGIC OCCUPATIONAL SAFETY AND HEALTH PARTNERSHIP

Indiana Department of Labor

And

Coalition for Construction Safety



November 13th, 2020



Amendment to and Restatement of

A Partnership Program

Between the

**Indiana Department of Labor's (IDOL)
Indiana Occupational Safety and Health Administration (IOSHA)**

And the

Coalition for Construction Safety (CCS)

I. Introduction and Objective

The Indiana Department of Labor (IDOL), and particularly the Indiana Occupational Safety and Health Administration (IOSHA), and the Coalition for Construction Safety (CCS), formerly the Metro Indianapolis Coalition for Construction Safety, Inc. (MICCS), mutually recognize the importance of providing a safe and healthful work environment for Indiana's construction workforce.

To advance our mutual goal of preventing accidents, we strongly agree on the need to develop a working relationship amongst IDOL, CCS, and its members, which fosters mutual trust and respect for each organization's role in the construction safety process. To achieve this goal, CCS and IDOL agree that a statewide partnership charter would be more effective for those CCS Certified contractors that routinely perform construction activities in the State of Indiana. This partnership does not supersede any partnership agreements IDOL has with CCS member firms. Instead, this statewide partnership provides an opportunity for CCS "Certified" contractors who routinely work throughout the state to participate in an IDOL partnership program without having to enroll in a separate partnership with IDOL on a job-by-job basis.

We are committed to working as partners to achieve construction safety through the following shared strategies and objectives:

- A. Implement a continuing and open communication policy between IDOL and CCS, in a manner that encourages respect and understanding.
- B. Share knowledge of the best industry technology, innovations and work practices that improve workplace safety and health performance.
- C. Cooperate in the development and continuous improvement of safety training programs for the construction industry and IDOL personnel.
- D. Promote recognition for construction safety excellence at every opportunity.
- E. Ensure that enforcement policies and practices are effective, consistent, and fair.
- F. Promote principles of good faith and fair dealings as the foundation of our relationship.

II. Background and Goals

CCS and the IDOL recognize the need to develop a working relationship that creates mutual trust and respect for the respective roles of each organization in the construction safety process. This partnership is an example of these two organizations working together to improve occupational safety and health in the Indiana construction community.

The goals of the partnership include:

- A. Annual reduction in the composite rate of injuries and illness affecting CCS “Certified Partner” Contractors, with an emphasis on reducing injuries resulting from those hazards that are the four leading causes of death on construction sites (falls, struck-by, caught in/between and electrocutions). This will be measured through use of participants’ Total Case Incident Rate (TCIR), Days Away, Restrictions and Transfers (DART) Rate, and the number of days associated with each element of the DART rate.
- B. Increase the number of Contractors who implement effective safety and health programs and who provide effective safety and health training for management, supervisors, and employees.
- C. Increase the number of consumers of construction and maintenance services (owners) who support the CCS Certification Program; thereby, positively influencing the contracting community to embrace these principles.
- D. Hosting a semi-annual meeting with the participants to discuss and determine best practices based on their experiences. These best practices will be shared with all CCS Certification Program participants and the participants’ subcontractors and suppliers to improve their worksite safety processes.
- E. Annually increase the number of participants in the CCS Certification Program; thereby, increasing the number of organizations deriving value from this Partnership.
- F. Recognize the achievements of those contractors having exemplary safety and health programs by acknowledging them as a CCS Certified Contractor, which includes, but is not limited to, recognition at CCS annual membership meetings and a signed certificate.
- G. Allow IDOL to focus resources on companies that have not demonstrated implementation of effective safety programs.

IDOL staff, CCS Certification Committee and CCS members provided input in the partnership agreement and will be consulted regularly for feedback to improve the partnership and its goals.

A “Participant” within this program is defined as a CCS “Certified Partner” Contractor and shall not be confused with a “Participating” Contractor (engaged but not Certified) within the CCS Certification Program.

III. CCS Commitment/Role

CCS will administer this partnership program, as outlined herein, and will serve as the principal safety resource in support of CCS Certified Contractors. To fulfill the partnership, CCS also will:

- A. Act as a liaison for CCS members with IDOL as appropriate. Members will be able to call CCS with questions and CCS will contact IDOL for responses.

- B. Offer ongoing, quality training on topics of importance for members – specifically the focused areas of falls, struck-by, caught in/between and electrocutions.
- C. Provide up-to-date informational materials and brochures to all CCS members.
- D. Organize and provide IDOL's interpretations of major standards, as well as statewide inspection issues including the most frequently cited IOSHA standards.
- E. Ensure that written safety and health policies and programs for CCS Certified, Qualified and Participating contractors include an emphasis on employer/employee responsibilities. This may include, but is not limited to, specific safety talks.
- F. Promote construction safety excellence through the annual CCS Awards Program and CCS Certification Program.
- G. Administer the overall partnership program, including but not limited to the initial evaluation of the partnership applications to determine whether the contractor meets the criteria specified within the partnership initiative. Information to be considered by CCS will include pertinent company information as referenced in Section V (demonstrated safety and health program, training commitments, OSHA citation history, fatalities, injury/illness experience and similar factors).
- H. Notify IOSHA on a regular and recurring basis (not less frequently than the 15th of each month) with the name(s) of contractors that have met the partnership criteria and have been enrolled in the program. Applications will be reviewed annually as defined in the CCS Certification Program guidelines. All applicants will have their safety program audited by CCS's agents or representatives before they are certified or re-certified and they will be audited at least every three years thereafter to assure they are complying with the CCS Certification process.
- I. Conduct an annual evaluation to determine the impact and effectiveness of this partnership with IDOL.
- J. If necessary, terminate companies from the Certification Program and thus the partnership, if findings indicate that the Certified Company is not fulfilling its obligation to the basis of this partnership or has provided falsified documentation.

IV. IDOL's Commitment/Role

“Certified Partner” Contractors are companies whose achievements in the area of worksite safety are outstanding. Acceptance into this partnership will require additional validation of safety and health program efficacy through a comprehensive project-site qualifying inspection and/or Home Office Audit by CCS of each “Certified” firm per the CCS auditing guidelines. IDOL will provide the following incentives to “Certified Partner” Contractors:

- A. IDOL will exempt all “Certified Partner” Contractors from scheduled general inspections and will not issue citations to companies for non-serious violations that are fixed immediately and in the presence of the compliance officer.
- B. Participants will receive unprogrammed inspections only in response to reports of imminent danger, fatalities/catastrophes, “plain view” violations or conditions or in the case of a signed, formal complaint.

- C. Non-formal complaints will be handled through the phone/fax process.
- D. During IDOL inspections of non-participating employers, contractors/subcontractors who are participating in this partnership will not be included in the inspection unless the compliance officer observes that, any employees are exposed to hazards such as, but not limited to falls, electrical hazards, caught in/between hazards or struck-by hazards. In these cases, citations may be issued at the discretion of the compliance officer.
- E. For inspections resulting from formal complaints, the inspection will be limited to the complaint item(s) and "in plain view" items.
- F. During inspections, if potential violations are found, i.e., where employees are not exposed to the hazard, the compliance officer will request the hazard be abated as soon as possible.

IDOL may conduct periodic reviews (CCS representative may accompany IDOL), including random monitoring inspections to ensure that "Certified Partner" companies are fulfilling their commitment to the partnership. During these reviews, if the IDOL representative observes hazards or conditions that indicate that the participant is not fulfilling its commitment to the partnership, citations may be issued.

IDOL and CCS jointly or independently have the discretion to veto companies from participating in this program. Examples of issues that could disqualify a company from participation include unpaid fines or penalties to IDOL and/or any agency or department of the State of Indiana.

In addition to the incentives provided to participants of this program, and in an effort to demonstrate the joint interest of IDOL and CCS, IDOL will appoint an ex officio member to the CCS Board of Directors, with no voting power, etc. Full participation is not consistent with the ethics laws and statutes of the State of Indiana.

V. Participating Member Firm's Commitment/Role

To take advantage of partnership status, the applicant must be a member of CCS and must:

- A. Submit for and receive Certification Status in the CCS Certification Program.
- B. Maintain their Certified status and all required safety processes provided in their application for Certification during the duration of their participation in this partnership program. If a Certified Partner company falls into "not current" status in the CCS Certification Program, they will be suspended from the partnership until the time they return to Certified status. To keep from entering "not current" status, a company must enter their annual OSHA statistics by February 1 of each year and complete their annual renewal within 30 days of their renewal date which coincides with their workers' compensation expiration date.
- C. Certify company-wide that no fatalities or catastrophes within the last three years that resulted in serious, and/or knowing citations, related to the incident.
- D. Verify that a comprehensive written safety and health program is in place which 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," or the CCS Model Safety Program.

- E. Implement a fall protection program where participants require and enforce the use of conventional fall protection (i.e. personal fall arrest systems, safety net systems or guardrail systems) when their employees or subcontractor employees are performing work covered by 29 CFR 1926 subpart M.
- F. Submit their OSHA Log 300 Summary for the past three years, and have a TCIR and DART rate for the prior year of at least 20% below the national average for the NAICS code of the industry in which the participant is classified as determined by the Bureau of Labor Statistics (BLS) for the most current year. See Attachment A for calculation formulae.
 - 1. An organization's industry specific NAICS code shall be their governing classification as determined by their insurer (Workers' Compensation and General Liability) and submitted on their OSHA 300 log.
 - 2. SIC codes shall be translated to current NAICS codes.
 - 3. If the BLS does not have TCIR and DART averages (rates) for the specific six (6) digit industry classification, then the rightmost digit(s) of the NAICS code shall be deleted until a summary code with current averages is available.
- G. Have a "3-Year TCIR" Rate and "3-Year DART" Rate, for their Indiana operations, equal to or less than the most recently published BLS statistics, Indiana average, for the NAICS code of the industry in which the participant is classified. See V.F. 1 and 2 above for additional clarifications. See Attachment A for calculation formulae.
- H. Demonstrate that company policy and procedures hold supervisor(s) and employee(s) accountable for following established safety rules and IDOL regulation.
- I. Provide training as follows:
 - 1. Provide documentation that all new hires receive adequate safety training before beginning work. Topics for the orientation shall include fall protection, electrical, struck-by, trenching, caught- in/between, personal protective equipment and other training as required in the CCS Certification Program.
 - 2. Assure that all supervisory field personnel have completed the OSHA 10-Hour Training Course for the construction industry.
 - 3. Records of training certification will be reviewed by CCS during the Home Office Audits and made available for review as requested by IDOL.
- J. Participants agree to serve as a mentor for contractors on its projects who have yet to attain the same level of recognition within the partnership.
- K. Allow IDOL access to sites for inspections if the contractor has the authority to allow inspections of the site. IDOL will follow the guidelines for inspections as outlined in the IOSHA's Field Operations Manual (IFOM).
- L. Participate in a site and/or Home Office Audit by an outside, independent source approved by CCS. The audit will include management's commitment and an action plan to prevent future hazards, rather than just identifying current hazards.

- M. Provide monthly safety-related data or statistics required by CCS to maintain their status as "Certified Partner" including current OSHA 300 Log for Indiana operations. CCS will provide a summary of and analysis of pertinent safety related information for review by IDOL not later than the 15th day of each month. The purpose of such summary information is to assist in preparing an annual report necessary for evaluating the merits of the program and making recommendations for continuous improvement. Failure to provide monthly safety-related data for one month will result in probation from the partnership. Failure to provide monthly safety-related data more than two consecutive months will result in suspension from the partnership.

Note: For the intent of this agreement; "probation" is defined as warning stage, and "suspension" removes the contractor from the privileges of the partnership until reporting has been satisfied.

- N. Either participate in the CCS Substance Abuse Program or one of its reciprocal programs or develop and maintain a substance abuse program consistent with the CCS program within thirty days of entering the partnership.
- O. Be a current paid member of the CCS Association.

VI. Program Confidentiality

Information submitted by contractor as part of the application or renewal process, as well as information obtained by virtue of the contractor's application or participation in the program, will be held in strict confidence within the confines of the partnership program. The information will be used only to measure the effectiveness of the partnership program. Such information will not be released outside of the program to third parties except upon the order of a court or agency of competent jurisdiction. In the event a party receives notice of an order to release or provide confidential information, notice shall be provided to all other interested parties as soon as is reasonably practical so that such parties may exercise their rights or potential causes of action to protect the confidentiality of such information. Aggregated program data may be released outside of the program for information purposes or to generally promote safety, so long as no data is identifiable as pertaining to one individual partner company.

VII. Employer/Employee Rights

As an integral part of an effective safety and health program, the availability of employees to exercise their rights which are guaranteed under the IOSH Act and laws of the State of Indiana and regulations such as, but not limited to, the right to file a safety and health complaint, and the right to obtain information pursuant to IDOL requirements, will not be infringed, i.e., access to injury and illness records or medical exposure records.

It is anticipated that routine employee involvement in the day-to-day implementation of worksite safety and health programs will be assured, including employee participation in employer self-audits, site inspections, job hazard analyses, safety and health program reviews, and mishap investigations.

Employers retain all rights guaranteed under the IOSH Act.

VIII. Partnership Evaluation

The partnership will be evaluated annually by IDOL and CCS. Such evaluation will include a comparison of the Participants' TCIR, DART rate, and the number of days associated with each

element of the DART rate with the latest available construction data (NAICS specific classifications) for Indiana from the Bureau of Labor Statistics.

In addition, CCS shall include a report acknowledging injuries incurred by "Certified Partner" Contractors relative to falls, struck-by, caught in/between and electrocutions.

IX. Termination of Agreement

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

Furthermore, an individual contractor electing to participate in this program may withdraw from this agreement by providing written notification to CCS and IDOL. Termination shall be effective upon receipt of such notification.

An individual contractor's violation of this agreement shall not be grounds for IDOL to terminate this partnership agreement with any other party or participant.

IDOL or CCS may at any time terminate an individual contractor from the partnership program if the contractor fails to meet the qualifications, exhibits lack of good faith, or otherwise violates the terms and conditions of this partnership agreement.

Any party of this partnership may propose modification or amendment to the program subject to the written concurrence by IDOL and CCS to the agreement.

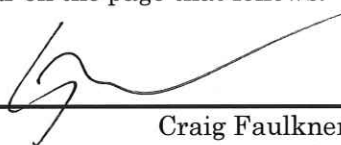
This was originally agreed to on the 6th day of October 2005 and is now hereby amended as of the 15 day of December, 2020.

This agreement will remain in effect for two (2) years. This agreement may be renewed at the end of the two (2) year term. This agreement may be modified or amended at any time during the period with the concurrence of the signatories.

All Partnership signatories appear on the page that follows.



Joseph B. Hoage
Commissioner of Labor
Indiana Department of Labor



Craig Faulkner
Chairman, Board of Directors
Coalition for Construction Safety (CCS)



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



Marcy A. Watson
Executive Director
Coalition for Construction Safety (CCS)



Jameson M Berry
Director of Construction Safety, IOSHA
Indiana Department of Labor

Attachment A

Rate Calculations

- A. Annual rates are calculated by the formula $(N/EH) \times 200,000$ where:

N = Sum of the number of Recordable injuries and illnesses in the year.

For the TCIR, use the total number of injuries plus illnesses.

For the DART rate use injuries and illnesses resulting in days away from work, restricted work activity, and/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.

- B. **3-Year TCIR Calculation.** To calculate 3-year TCIR, add the number of all Recordable injuries and illnesses for the past 3 years and divide by total hours worked for those years. Multiply result by 200,000.

$$\frac{[(\#inj + \#ill) + (\#inj + \#ill) + (\#inj + \#ill)]}{[hours + hours + hours]} \times 200,000$$

- C. **3-year DART Rate Calculation.** To calculate 3-year DART rate, use the same formula as in B. above, except add the number of all Recordable injuries and illnesses resulting in days away from work, restricted work activity, and/or job transfer for the past 3 years.

$$\frac{[(\#DART inj + ill) + (\#DART inj + ill) + (\#DART inj + ill)]}{[hours + hours + hours]} \times 200,000$$

- D. **Rounding Instructions.** You must round the rates to the nearest tenth following traditional mathematical rounding rules. For example, round 5.88 up to 5.9; round 5.82 down to 5.8; round 5.85 up to 5.9.

