

ELECTRICAL TRANSMISSION & DISTRIBUTION (ET&D) STRATEGIC PARTNERSHIP
AGREEMENT BETWEEN OCCUPATIONAL SAFETY and HEALTH ADMINISTRATION (OSHA),
THE ELECTRICAL TRANSMISSION & DISTRIBUTION CONSTRUCTION CONTRACTORS,
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW),
AND TRADE ASSOCIATIONS

Identification of the Partners: The partners to this agreement are:

- Asplundh Tree Expert Co., Davis H. Elliot Company, Inc., Henkels & McCoy Group, Inc., MasTec, Inc., MDU Construction Services Group, Inc., Michels Corporation, MYR Group, Inc., Pike Electric, LLC., PLH Group, Inc., Quanta Services, Inc., and Associate Members: The Goldfield Corporation, Aldridge Electric Inc., (hereinafter collectively “the Electrical Construction Contractors”);
- International Brotherhood of Electrical Workers;
- National Electrical Contractors Association (NECA) and Edison Electric Institute (EEI) (hereinafter collectively “the Trade Associations”), and
- United States Department of Labor, Occupational Safety and Health Administration.

When referring to agreements, activities, or roles specific to all partners **except** OSHA, this document refers to agreements, activities, or roles of the “Industry Partners.” When referring to agreements, activities, or roles specific to all partners, this document refers to agreements, activities, or roles of the “Partnership.”

Commitment: OSHA, the Electrical Construction Contractors, the IBEW and the Trade Associations, through a common vision, are committed to providing contractor employees in the electrical transmission and distribution industry (the “Industry”) a safe and healthful work place and demonstrating leadership, responsibility, and accountability in furthering worker health and safety.

Goals: The fundamental goal of this OSHA Strategic Partnership (OSP) is to reduce the number of serious injuries and fatalities in the Industry. The proposed goals, strategies, and metrics for obtaining this fundamental goal are set forth in Appendix A. The OSP encourages other non-partnership members in the Industry to reduce and eliminate serious injuries and fatalities.

Cooperation: The specific motivation behind this OSP is to provide a safer and more healthful work environment for union and non-union contractor workers in the Industry.

To that end, the Industry Partners shall continue this OSP pursuant to a non-competition, non-admission, and non-aggression agreement by which all Industry Partners agree to mutual cooperation and to put aside differences in whatever form they may take (*e.g.*, union vs. management; company vs. company; non-union vs. union) in order to focus on the reduction of injuries and fatalities in the Industry as a whole.

This OSP is consistent with OSHA's efforts to develop employer/labor/government partnership approaches to further occupational safety and health. It allows for effective use of OSHA resources, supports innovation in safety management, and encourages participation in the safety process by Industry members, employees, and other interested parties. OSHA will provide resources appropriate to assist the Industry Partners in achieving the goal of reducing the number of serious injuries and fatalities in the Industry. In executing this agreement, OSHA does not

forfeit any of its responsibilities or obligations to administer and enforce the Occupational Safety and Health (OSH) Act.

Roles and Responsibilities: The OSP shall continue its multi-tiered approach utilizing an Executive Team, a Steering Team, and Task Teams to develop findings and recommendations that will be reviewed and adopted by consensus.

The Executive Team will continue to be comprised of the Chief Executive Officer (“CEO”) or designated top official of each Industry Partner. The Executive Team will meet at least bi-annually to consider findings and recommendations and to adopt consensus solutions which then may be implemented by the relevant Industry Partners. The Executive Team will be comprised of a maximum of one person per Industry Partner. The Executive Team will have authority to resolve any issues that arise at the Steering Team or Task Team levels. Actions on behalf of the OSP will not be undertaken absent consensus resolution of the Executive Team. An OSHA representative will act as a non-voting partner to the Executive Team. The OSHA representative's role will be to offer consultation and advice to the Executive Team as appropriate.

The Steering Team will continue to be comprised of one member from each of the Partners, who is the person principally responsible for the field operations and/or employee safety and health for that Industry Partner. The OSHA representative will act as a non-voting partner to the Steering Team. The OSHA representative's role will be to offer consultation and advice to the Steering Team as appropriate.

The purpose of the Steering Team is to continue to perform activities to manage the OSP including but not limited to: develop an implementation plan, conduct incident trend analyses, collect and review data and reports, develop and track training initiatives, clarify compliance strategies, approve goals and timetables, evaluate the OSP, and establish and coordinate the activities of the Task Teams. The Steering Team will meet at least quarterly, to resolve issues that arise with respect to the OSP. In addition, the Steering Team members designated by the Industry Partners will review and revise findings and recommendations received from Task Teams and, when appropriate, will forward findings and recommendations to the Executive Team for consideration as OSP consensus solutions.

Task Teams will be given assignments by the Steering Team to focus on one or more discrete topics. The Task Teams will be given a set of goals and a timetable for developing its findings and recommendations for reporting back to the Steering Team. These working groups shall be relatively small and efficient in reviewing all available private and public-sector data. These working groups are open to members of the Trade Associations and other outside resources identified by the Task Team to assist it in its efforts. The OSHA representative(s) on each Task Team will act as a non-voting liaison(s). The OSHA representatives' role will be to offer consultation and advice to the Task Teams as appropriate. To the extent that resources are available and consistent with statutory obligations and limitations, OSHA also will provide appropriate resources to support Task Team efforts. Each partner is encouraged to provide one participant on each Task Team, but, at a minimum, should participate on at least two task teams.

Objective: The Partners agree to renew the OSP based on mutual respect and trust that leverages the resources of the Partners through the systematic anticipation, identification, evaluation, and control of health and safety hazards during electrical construction transmission and distribution work, thereby continuously reducing worker fatalities, injuries, and illnesses in the Industry.

Partnership Assessment and Measurement System: The goals, strategies, and metrics to assess and measure the progress of this OSP are identified in Appendix A. The goals, strategies, and metrics may be subject to review and modification by the Executive Team, with OSHA input, as appropriate. The Partners will be responsible for preparing the OSP's Annual Evaluation Report each calendar year pursuant to an established evaluation format and will include recommendations for improvement for the following year. The Evaluation Report shall be completed on or about December 31st for each year the OSP is operating.

OSHA will conduct annual evaluations of the OSP concurrently with the Executive Team's annual OSP evaluation. To perform its annual evaluation, OSHA will review data gathered and reports generated by the OSP as the OSP works to achieve the goals specified in Appendix A.

Safety and Health Management System: Each of the Electrical Construction Contractors represent that they have a written and implemented formal safety and health management system employing health and safety professionals at the operations and corporate levels. The Electrical Construction Contractors further represent that these safety and health management systems include all the elements described in “OSHA's Recommended Practices for Safety and Health Programs” dated October 2016. With respect to unionized Electrical Construction Contractors, each represent that they have formal commitment statements from management and the IBEW leadership and/or affected IBEW local unions in every collective bargaining agreement (CBA) by and between the various Electrical Construction Contractors and unions. The leadership of the Electrical Construction Contractors, whether union or non-union, and the IBEW recognize the need to continuously improve in health and safety efforts. These efforts are supported by the Trade Associations through their safety and health programs and alliances.

Knowledge and Technology Transfer: OSHA, the Electrical Construction Contractors, the IBEW, and the Trade Associations have conducted health and safety research regarding the causes of accidents and fatalities in the Industry. This effort is undertaken on a non-judgmental basis and all information shall be submitted without company identifiers. OSHA pledges to use its available databases to develop data on accidents involving death or serious injuries for the purpose of analyzing potential causes of serious incidents and fatalities. The Electrical Construction Contractors and the IBEW will make available information on their accidents. The Trade Associations will make available accident information voluntarily supplied by their members. Accident information will be provided in a manner that can be used effectively to identify the cause(s) of the accident and to prevent future accident but shall not include company or other individual identifiers. Nothing in the agreement will require Partners to disclose information related to open investigations, open cases (*i.e.*, those not subject to a Final Order of the Occupational Safety and Health Review Commission or the relevant court of competent jurisdiction), or information subject to attorney-client privilege.

OSHA Inspections: The Industry Partners recognize that this OSP does not preclude OSHA inspections to investigate compliance with the OSH Act in accordance with OSHA enforcement procedures. This OSP does not affect the manner in which OSHA will respond to complaints regarding workplace safety and health hazards. OSHA's inspection and investigation practices are detailed in the effective OSHA instruction concerning complaint policies and procedures. The agency's general policies provide for good-faith penalty reductions for effective safety and health management systems. Penalties generally will not be assessed against Industry Partners for non-serious violations, provided that they are abated the same day as the inspection. Inspections of limited scope may be conducted with respect to the Industry in accordance with OSHA policy and shall reflect all significant hazards in the Industry as identified by OSHA.

Initiation and Termination of Agreement/Continued Participation: The OSP agreement is effective on the date of signing and will remain in effect until December 31, 2023. At the conclusion of this OSP, the Partners will have an option to extend this OSP. Without regard to the term, thirty days or more after providing all partners with notice, any Partner can terminate its involvement in the OSP and its obligations pursuant to the OSP and to the other Partners. Continued participation in the OSP is contingent on a Partner's continued ability and willingness to act in a manner designed to achieve the Goals established in the Agreement and to comply with the terms of the Agreement. Such determinations shall be made by consensus of the Executive Team.

Modifications and Changes to Agreement: Any modifications or changes to the Partnership Agreement shall be subject to the consensus approval of the Executive Team. To the extent that additional organizations desire to join the OSP, they must submit a Letter of Intent to Participate (Appendix B) and their approval and the extent of their participation (*i.e.*, membership on the Executive Team) shall be subject to objective criteria established by

the Executive Team, including: the employment or representation of workers in the Industry; the implementation of a written safety and health management system as detailed in this agreement; the ability and willingness to implement adopted best practices; and the ability and willingness to further the goals established in this agreement. Such determinations shall be made by consensus of the Executive Team.

State Plans: The Electrical Construction Contractors and OSHA recognize that certain worksites of the Electrical Construction Contractors are and will be located in states which have assumed authority for the enforcement of OSHA standards pursuant to Section 18 of the OSH Act. State agencies that enforce OSHA standards in states with approved OSHA plans will be encouraged by OSHA to participate in the OSP in a manner that will further the goals established in this Agreement.

Rights and Obligations of the Partners and Employees: The provisions of this agreement shall not modify any legal or contractual rights, obligations, or remedies. This OSP does not preclude employees from exercising any right provided under the OSH Act, nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the Act. All OSHA undertakings under this agreement are subject to the availability of appropriated funds.

Effect on Pending Litigation: Neither the fact of this agreement, nor the adoption of any consensus solutions pursuant to this agreement, may be used by any Partner (or entity related to a Partner) to advance its interests in any litigation (criminal or civil) that is pending on the date that the OSP is executed.

APPENDIX A

GOALS, STRATEGIES AND PERFORMANCE MEASURES

Goals	Strategies	Performance Measures
1) Perform data collection and analysis as a means to establish causes of serious injuries and fatalities for electrical work in the industry (data for work performed under both normal and emergency situations will be included)	a) Obtain industry-specific Days Away from Work, Restricted Work Activity, or Job Transfer (DART) rate and Total Case Incident rate (TCIR) based upon Industry Partner recordable injuries and illnesses per man hours worked annually. b) Continue to analyze data from Industry Partner fatalities and catastrophes as outlined by the OSHA Form-170s. c) Analyze accident, incident data using partner OSHA Form 300 to identify common causes for non-fatal injuries and illnesses suffered by linemen, apprentices, and other appropriate job classifications. d) Assign priorities to address the causal factors. The causal factors will be assigned to specific Task Teams to develop strategies for addressing these causes, including: ▪ Consensus best practices ▪ Training ▪ Outreach and communication e) Participate in the EEI data collection of the Utility Industry SIF incidents identifying root-causes and presenting them to the Executive Committee	i. Annual DART rate and TCIR for Industry Partners compared to published BLS averages for the industry. ii. Summary report of industry fatality and catastrophe data maintained by the Industry Partners. iii. Summary report of accidents and incidents, including causal factors using data analysis from Industry Partner OSHA Form 300 data. iv. Summary report of priority causal factors and any other Task Team assignments.
2) Develop and evaluate the effectiveness of the implementation of best practices documents to reduce the number of serious injuries and fatalities	a) Develop consensus industry best practices documents for identified accident causes as prioritized by the Steering Team. These causes will relate to the	i. Number and focus of consensus best practices documents developed. ii. Number and focus of best

that directly correspond to causes identified under Goal 1, and any other significant hazards identified by the Industry Partners.	maintenance, repair, and construction of transmission and distribution systems (procedures should be appropriate under both normal and emergency situations). b) Develop implementation strategies for each best practice document and share with OSHA. Implementation strategies should include all major milestones, projected timelines, and means of verification. c) Develop and institute an evaluation process utilizing both surveys and focus groups to determine the effectiveness of the best practices implementation and successes by Industry Partners.	practices documents effectively implemented by Industry Partners. iii. Summary report of best practice use and effectiveness within the Partnership to include feedback from field personnel.
3) Ensure that each Industry Partners' employees are effectively trained to follow safety and health rules, to utilize the established best practices, and to change safety culture. Identify and develop leadership training for foremen and above such as the Supervisory and Leadership Skills Outreach Training (SLSOT) courses and the Industry Specific 10-Hour Training	a) Continue to develop, update, and/or conduct for foremen, general foremen, supervisors, linemen, and apprentices based on Goal 1 and Goal 2. All training developed by the Partnership will be assigned a course title and will be reported to OSHA. Incorporate information about causes and mitigation of fatalities, and significant injuries generated from data collection/analysis activities outlined in Goal 1, as appropriate. b) Recommend each Partner develop a procedure for the evaluation and documentation of training (i.e. database system) of foremen, general foremen, supervisors, linemen, and apprentices. c) Create re-training/refreshers process for linemen, apprentices, foremen, general foremen, and supervisors. This process should identify changes in technology, industry practices, best practices,	i. Summary report including the number and percentage of foremen, general foremen, supervisors, linemen, and apprentices receiving the Industry Specific Training and SLSOT courses. ii. Evaluation of training developed by the Partnership. iii. Establish new retraining/refreshers training process for linemen, apprentices, foremen, general foremen, and supervisors. iv. Annual report of processes developed by Industry Partners designed to mitigate safety procedure violations that could result in incidents or accidents.

	technical standards, and other information relevant to the training programs. d) Develop a process for Industry Partners to mitigate safety procedure violations that could result in incidents or accidents.	
4) Effectively communicate information to improve the safety and health culture within the Industry.	a) Make best practices available to the public. b) Promote the value of a positive safety and health culture to the Industry. c) Share information with OSHA Compliance Safety and Health Officers (CSHOs) regarding the Industry, including power restoration work. d) During the on-boarding process and the normal course of business promote the Partnership and best practices.	i. Number of consensus best practices posted on common Web Site or through other electronic tools; number of database/Web visits to centralized best practices site. ii. Number of outreach products for each of the following: ▪ Videos ▪ Publications ▪ Workshops ▪ Success Stories iii. Summary report of the number of OSHA CSHOs trained by Industry Partners and the types of training provided.

Appendix B

LETTER OF INTENT TO PARTICIPATE ELECTRICAL TRANSMISSION & DISTRIBUTION (ET&D) STRATEGIC PARTNERSHIP

Name of Organization: _____

Contact: _____

Organization Representative: _____

I have read the terms of the Transmission & Distribution Electrical Construction Contractors OSHA Strategic Partnership and agree with all aspects of the program, including the submission of the required information. Specifically, we recognize the need to meet the following requirements:

1. Implementation of a written safety and health management system including the following elements: management leadership; worker involvement; worksite analysis; hazard prevention and control; and safety and health training.
2. Compliance with the OSH Act and all current OSHA standards.
3. Provision of visible leadership by management and supervisors in implementing the safety and health program.
4. Participation in Task Teams in order to accomplish the objectives and strategies of the Partnership.

Based upon the mutual interest to reduce fatalities, injuries, and illnesses in the industry, we agree to the terms of the OSHA Partnership Agreement.

Signed this ____ day of _____, 20__.

(Title)

Signature Page

Based upon a mutual interest to reduce worker fatalities and injuries in the industry, the Partners below, on behalf of their respective organizations, agree to the above terms of an OSHA Partnering Agreement.

Partners

OSHA:

Loren Sweatt, Acting Assistant Secretary of Labor,
Occupational Safety and Health

Partners:

Scott M. Asplundh, Chairman and Chief Executive
Officer, Asplundh Tree Expert, LLC

David S. Haskins, President and Chief Executive
Officer, Davis H. Elliot Company, Inc.

T. Roderick Henkels, President and Chief Executive
Officer, Henkels & McCoy Group, Inc.

Jose Mas, Chief Executive Officer, MasTec, Inc.

Jeff Thiede, President & CEO, MDU Construction
Services Group, Inc.

Pat Michels, President and Chief Executive Officer
Michels Corporation

Richard S. Swartz, President & CEO, MYR Group Inc.

J. Eric Pike, Chairman and CEO, Pike Electric, LLC

Mark Crowson, President & Chief Executive Officer
PLH Group, Inc.

Duke Austin, President and Chief Executive Officer,
Quanta Services, Inc.

Associate Members:

John H. Sottile, President and CEO, The Goldfield
Corporation

Steve Rivi, CEO, Aldridge Electric Inc.

Associations:

Lonnie R. Stephenson, International President,
International Brotherhood of Electrical Workers

John M. Grau, Chief Executive Officer, National
Electrical Contractors Association

Quinlan J. Shea III, Vice President, Environment and
Natural Resources, Edison Electric Institute