



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

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Identification of the Partners:

The partners to this Agreement are:

- Asplundh Tree Expert Co., Davis H. Elliot Company, Inc., MasTec, Inc., MDU Construction Services Group, Inc., Michels Energy Holdings Inc., MYR Group, Inc., PCA Power, Pike Corporation, Primoris Services Corporation, Quanta Services, Inc., Riggs Distler & Co. Inc., and Associate Members: 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 workplace 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 nonunion contractor workers in the Industry.

To that end, the Industry Partners shall continue this OSP pursuant to a noncompetition, non-admission, and nonaggression 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; nonunion 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 multitiered 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 biannually 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 nonvoting 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 nonvoting 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 their 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 nonvoting 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 31 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 nonunion, 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 nonjudgmental 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 accidents 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 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 nonserious 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 for five years from the date of signing. At its conclusion, 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 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 that 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

Overarching Goal: Serious Injury and Fatality (SIF) Reduction

Goal Detail	Strategy	Measures
<p>Annual Partner Data Collection Improvement and SIF (serious injury fatality)/PSIF (potential serious injury fatality) Definition(s) Alignment</p>	<ul style="list-style-type: none"> • Explore opportunities to improve annual data collection efficiency and accuracy solution. Establish clear and sustainable definitions for SIF and PSIF injury classification. • Develop SIF rate methodology. • Create a database for companies to voluntarily upload their own learning outcomes from incidents and use it to collect SIF data on a quarterly basis for the task teams to be more proactive with the development of training/educational materials and resources*. • Analyze PSIF and SIF incident data, and assess/address contributing factors of Partner and Industry serious injuries and fatalities. • Develop specific strategies to address known drivers of SIFs and PSIFs, including MVA, mental health, electrical contacts, and arc flash events. • Assign priorities to address the causal factors of SIF/PSIF events. The causal factors will be assigned to specific Task Teams to develop strategies for addressing the causes. • Complete each OSP annual evaluation on time and review for effectiveness of strategies. 	<p>Reduction in Serious Injury and Fatality (SIF) Rates</p> <p>With a focus on SIF and PSIF events and electronic data entry, the data team will perform and submit to the SC/EC an annual summary report of accidents and incidents.</p> <ul style="list-style-type: none"> • Data entry and information-sharing efficiencies (fewer task team meetings/travel expenses and time spent doing paper analysis). • Timely sharing of SIF/PSIF trends across the Partnership • Summary report of Industry Partner SIF events and associated SIF rates*. • Summary report of accidents and incidents from Industry Partner OSHA Form 300 data**. <p>*Using defined SIF criteria</p> <p>** Detailed analysis confirmed</p>



Goal Detail	Strategy	Measures
Training	<ul style="list-style-type: none"> • Provide ET&D 10-Hour (<i>The Electrical Construction Outreach Training course</i>). • Provide Safety Leadership Training (Promotion of ET&D 20-Hour (<i>Safety Leadership in Action (SLIA) or equivalent</i>), • Evaluate opportunities to develop and provide mid-level manager safety training. • <i>Develop measures to evaluate the training comprehension.</i> 	<p>Evaluate Training</p> <ul style="list-style-type: none"> • Complete review of the annual Partnership evaluation report. • <i>Evaluate the effectiveness of training by reviewing the number of employees trained, how the training is delivered, and the trends in number of SIFs that involve training as a causal factor.</i>
Communication Plan	<ul style="list-style-type: none"> • Update and maintain Partnership website (powerlinesafety.org). • Develop routine communication plan and social media strategy. • Support OSHA/NIOSH outreach activities related to ET&D Industry. • Develop and promote safety initiatives as required to address Industry trends and operating experience. 	<p>Communication Plan Adherence</p> <ul style="list-style-type: none"> • Website kept current. • Adherence to schedule communications as detailed in communication plan. • Documented participation in OSHA/NIOSH events. • Safety initiatives are defined, developed, and incorporated in overall communication plan.
Deployment of Automated External Defibrillators (AEDs)	<p>Promote the adoption and deployment of AEDs in the field (facilities, jobsites, and vehicles).</p>	<p>Report AEDs deployed by Industry Partners as part of the annual OSP evaluation.</p> <ul style="list-style-type: none"> • Number of units in the field. • Number of units in facilities.



Signature Page

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

Partners:

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Matt Asplundh, Chief Executive Officer,
Asplundh Tree Expert, LLC

Jason Spivey, President PCA Power

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

J. Eric Pike, Chairman, Pike Corporation

Jose Mas, Chief Executive Officer,
MasTec, Inc.

Tom McCormick, President CEO, Primoris
Services Corporation

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

Stephen M. Zemaitatis, President & CEO,
Riggs Distler & Co. Inc.

Robert Osborn, President, Michels Energy
Holdings Inc.

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

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

Associations:

Associate Member:

Kenneth Cooper, International President,
International Brotherhood of Electrical
Workers

Brian Mazzei, COO, Aldridge Electric Inc.

David Long, Chief Executive Officer,
National Electrical Contractors
Association

OSHA:

Scott I. Aaronson, Sr. Vice President
Security and Preparedness, Edison
Electric Institute

Douglas L. Parker, Assistant Secretary of
Labor, Occupational Safety and Health



Electrical Transmission
& Distribution Partnership