

National Electrical Contractors Association (NECA), Inc.
and
International Brotherhood of Electrical Workers Local Unions
(IBEW) 683 & 1105
and
US Department of Labor
Occupational Safety and Health Administration, Region V,
Columbus Area Office

Excerpts from the Occupational Safety and Health Act of 1970:

29 USC 651.

(a) The Congress finds that personal injuries and illnesses arising out of work situations impose a substantial burden upon, and are a hindrance to, interstate commerce in terms of lost production, wage loss, medical expenses, and disability compensation payments.

(b) The Congress declares it to be its purpose and policy, through the exercise of its powers to regulate commerce among the several States and with foreign nations and to provide for the general welfare, to assure so far as possible every working man and woman in the Nation safe and healthful working conditions and to preserve our human resources --

(1) by encouraging employers and employees in their efforts to reduce the number of occupational safety and health hazards at their places of employment, and to stimulate employers and employees to institute new and to perfect existing programs for providing safe and healthful working conditions;

I. Introduction

In an effort to more fully realize the objectives of the Occupational Safety and Health Act of 1970 to provide a safe and healthful work environment for all workers engaged in the electrical construction and maintenance industry; The Central Ohio Chapter, National Electrical Contractors Association, Inc. (NECA) and International Brotherhood of Electrical Workers Local Unions 683 and 1105 (IBEW), an industry partnership, by this Charter enter into an agreement with the United States Department of Labor, Occupational Safety and Health Administration, Region V, Columbus Area Office (OSHA).

II. Objectives

Working as partners and associates the above parties are committed to achieve measurable, meaningful improvements in electrical worker safety through the following blueprint:

- a. In a respectful manner, design and build an open and continuous communication channel between OSHA, the NECA/IBEW partnership and participating firms. This channel will appreciate the unique role electrical workers and their employers play in today's construction industry and indeed society in general.

- b. Actively research, share and implement the top safety and health programs for electrical workers. This includes technology, innovations and best practices that provide measurable improvement in electrical worker safety.
- c. Continuously develop, build and share improved, effective safety programs specifically for electrical workers.
- d. With help from the National Joint Apprenticeship and Training Committee (NJATC) develop and build improved, effective, meaningful safety training programs specific enough for our trade, yet broad enough to be effective in every facet of our diverse industry.
- e. Constantly recognize and promote electrical worker safety excellence.
- f. Through consequential and honest communication ensure that enforcement policies and practices are consistent, fair and effective.
- g. Understand that any and all parties to this Charter may withdraw from this agreement 30 days following submission of written notification of intent to withdraw.

Agreed this 11th day of July, 2002

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III. Background

For over 100 years NECA/IBEW labor - management partnerships have provided its respective members and the entire construction industry with model programs designed to meet industry specific issues. These models are as diverse as award winning Columbus State Community College credit joint training programs for the professional develop of apprentices and journeymen. The Council on Industrial Relations which provides a means for labor and management to settle disputes without strikes or lockouts, to multiple trust agreements to manage benefit and other industry funds. It is because of these relationships that our business proudly bears the moniker of a “strike - proof industry”, our issues are settled in house between peers.

The NECA/IBEW partnership is pleased to extend the hand of cooperation and consideration to the Columbus Area OSHA Office, not only in the construction industry but in general industry as well; once more building groundbreaking relationships and expanding the umbrella of partnership to the key organization within the safety community.

Our organizations have enjoyed a high level of cooperation though the years, the development of a national electrical worker safety curriculum is just one of many examples. This Charter builds on this important foundation, and denotes a new era of labor - management - agency cooperation and insight. And, of course, in the end meaningful increases in workplace health and safety benefits the central Ohio electrical worker, and their employers.

IV. Goals

The measurable expectations of this Charter are:

- Decrease of 3% in the participating employee injury illness rate over the life of the Charter.
- Adopt an industry standard checklist designed to exceed OSHA requirements that will be required to be used when working energized circuits. This policy will be based on the most recent National Fire Protection Association® (NFPA®) 70e Standard for Electrical Safety Requirements for Employee Workplaces.
 - Part II, Appendix C of this standard provides a typical description of Electrical Safety Programs that are built around NFPA 70e. To quote:

C-1 Typical Electrical Safety Program Principles. Electrical safety program principles can include, but are not limited to, the following:

- (a) Inspect/evaluate the electrical equipment*
- (b) Maintain the electrical equipment’s insulation and enclosure integrity*
- (c) Plan every job and document first-time procedures*
- (d) De-energize, if possible (see 2-1.1.3)*
- (e) Anticipate unexpected events*
- (f) Identify and minimize the hazard*
- (g) Protect the employee from shock, burn, and blast, and other hazards that are due to the working environment*
- (h) Use the right tools for the job*
- (I) Assess people’s abilities*

(j) Audit these principles

C-2 Typical Electrical Safety Program Controls. *Electrical safety program controls can include, but are not limited to, the following:*

(a) Every electrical conductor or circuit part is considered energized until proven otherwise.

(b) No bare-hand contact is to be made with exposed energized electrical conductors or circuit parts above 50 volts to ground, unless the “bare-hand method” is properly used.

(c) De-energizing an electrical conductor or circuit part and making it safe to work on is in itself a potentially hazardous task.

(d) Employer develops programs, including training, and employees apply them.

(e) Use procedures as “tools” to identify the hazards and develop plans to eliminate/control the hazards.

(f) Train employees to qualify them for working in an environment influenced by the presence of electrical energy.

(g) Identify/categorize tasks to be performed on or near exposed energized electrical conductors and circuit parts.

(h) Use a logical approach to determine potential hazard of task.

(i) Identify and use precautions appropriate to the working environment.

C-3 Typical Electrical safety program Procedures. *Electrical safety program procedures can include, but are not limited to, the following:*

(a) Purpose of task

(b) Qualifications and number of employees to be involved

(c) Hazardous nature and extent of task

(d) Limits of approach

(e) Safe work practices to be utilized

(f) Personal protective equipment involved

(g) Insulating materials and tools involved

(h) Special precautionary techniques

(i) Electrical diagrams

(j) Equipment details

(k) Sketches/pictures of unique features

(l) Reference data

- Decreased workers compensation costs for participating employers.
- Increase in the implementation of effective employer safety programs.
- Increased accessibility to quality safety training and education, thereby raising safety awareness for both employee and employer.
- Provide a leadership role for the entire industry.
- Allow OSHA to better focus resources on firms that require increased assistance from OSHA, rather than firms that have demonstrated effective, meaningful safety programs for their workers.

All parties will be consulted on a continuing basis for feedback to assess the progression and potential amelioration of these goals.

V. NECA/IBEW Partnership Commitment/Role

Representative(s) from the NECA/IBEW partnership will administer this program as outlined herein and will serve as the primary safety resource, supporting the participating employers and employees. To fulfill this Charter the NECA/IBEW partnership will also provide the following services:

1. Act as a liaison for NECA/IBEW members with OSHA. Members will be able to call the NECA/IBEW Partnership with questions and the NECA/IBEW Partnership will contact OSHA for responses, if required.
2. In concert with The Electrical Trades Center, offer ongoing, quality training on topics of importance for members - specifically the focused areas of fall protection, electrical hazards, trenching, etc.
3. Provide up-to-date informational materials and brochures to NECA/IBEW Partnership members (from OSHA, OSHA Ohio On-Site Consultation Service, the Bureau of Workers' Compensation (BWC) and other appropriate organizations).
4. Organize and provide to participating employers OSHA's interpretations of major standards, as well as local inspection perspectives.
5. Develop and build written safety and health policies and programs for participating employers, including emphasis on employer/employee responsibilities.
6. Promote construction safety excellence through an annual NECA/IBEW Partnership Safety Recognition Program.
7. Administer the overall Charter, including but not limited to the initial evaluation of potential participating employer applications to determine whether the firm meets the criteria specified within the Charter. Information considered by the NECA/IBEW Partnership will include pertinent company information as referenced in Section VII (demonstrated safety and health program, training commitments, OSHA citation history, fatalities, injury/illness experience and similar factors). Any and all information garnered by the NECA/IBEW partnership will be held with the greatest confidentiality.
8. Notify OSHA on a regular and recurring basis with the name(s) of contractors, which have met the partnership criteria.
9. Conduct periodic audits to determine the impact and effectiveness of this partnership with OSHA.

10. A representative(s) from the NECA/IBEW Partnership and a representative(s) from OSHA together will conduct random on-site evaluations of 50 percent or more of participating employers, to ensure that participating employers are fulfilling their commitment to the partnership. During these on site evaluations, if an OSHA representative observes serious hazards these hazards will be addressed in a comprehensive and systematic manner, which may include citations.
11. If necessary, terminate employers from the partnership, if findings indicate unacceptable performance or submission of falsified documentation. (Note: At the discretion of the NECA/IBEW Partnership and OSHA a participating employer may be permitted to correct deficiencies within 30 days of notification and apply to the NECA/IBEW Partnership for continued recognition as a partner in good standing before termination would take effect.)

OSHA and the NECA/IBEW Partnership have the discretion to jointly veto employers from participating for just cause. The OSHA Area Director has the discretion to unilaterally veto employers from participating in this Charter, for just cause upon providing notification and explanation to the NECA/IBEW Partnership.

VI OSHA's Commitment/Role

Upon acceptance into this program, OSHA will provide the following initiatives and incentives to participating employers:

1. OSHA will conduct quarterly meetings with the NECA/IBEW partnership and participating employers, to provide information on "what's hot" and to answer general and specific questions. Additionally these meetings will serve as evaluation sessions as provided in Section IX.
2. Participating employers will not be cited for other-than-serious items that are fixed "on the spot".
3. Unplanned inspections will occur only for imminent danger, national emphasis programs, local emphasis programs, fatalities/catastrophes or signed complaints (all other complaints will go through the phone/fax process).
4. Formal complaints will be handled by the phone/fax process, if the complainant agrees.
5. Participating employers may be removed from the University of Tennessee Report construction resources analysis on which that site may appear for a period of 12 months provided:
 - a. Participating employers can demonstrate during an OSHA visit that they have safety and health responsibility for their jobsite which includes their subcontractors (i.e. job site control).
 - b. Participating employers require their subcontractors on site to have written

comprehensive site-specific safety and health programs that have been implemented.

6. On multi-employer work sites-during inspections on non participant companies, Charter participants will not be included in the inspection unless there is evidence in plain view that employees are exposed to fall hazards, electrical hazards, caught in/between hazards struck-by hazards, or other hazards.
7. For inspections resulting from formal complaints, the inspection will only address the complaint item and those in plain view.
8. Participating employers will be eligible for a 40 percent discount on fines, through the Expedited Informal Settlement Agreement/EISA (instead of the 30% offered to non-participants).
9. Participating employers will receive the maximum allowable good-faith discount (25%).
10. The OSHA Area Director will meet with participating employers to address their role in the partnership.
11. During inspections, if minor (ex: missing midrail) problems are found, OSHA may review the participating employer's records and provide limited on-site training as needed.

VII Participating Employer Commitment/Role

To become and take full advantage of participating employer status, a firm must:

1. Must submit application and be willing to submit documents to the NECA/IBEW Partnership for review by OSHA (such as the OSHA Log 200/Log 300 and the company's safety program).
2. Must implement a six-foot fall protection policy.
 - a. The six-foot policy is for all contractors, employees and subcontractors.
 - b. In cases where six-foot fall protection is unworkable, the company will contact OSHA's compliance assistant for advice for abatement.
3. In Ohio, must not have had willful or repeat violations in the last three years. Nationwide, must not have had serious violations that resulted in a fatalities or catastrophe(s).
4. Must have a written safety and health program that complies with ANSI A-10.38 recommendations or OSHA's 1989 Voluntary Guidelines. The program must include active employee involvement.
5. All new field employees must receive site-specific training before beginning

work. And receive at least a 2-hour safety orientation within the first week of hire. Topics for the orientation must include fall protection, electrical, struck-by, trenching/caught-between and personal protective equipment.

6. Within a year, all field employees must attend an OSHA 10-Hour Training Course. Field employees must receive refresher training in the 10-Hour Course every three years.
7. Within a year, all field supervisors must attend an OSHA 30-Hour Training Course. Field supervisors must receive refresher training in the 30-Hour Course every three years.
 - a. Note: A Supervisor is defined as someone who directs/controls work.
8. Must have a lost workday injury/illness incidence (LWDII) rate for work in Ohio at least 25 percent below the BLS national average for the company's SIC code.
 - a. The company will submit individual LWDII rates for the past three years, and will be evaluated on a three-year average.
 - b. If a company fulfills all other requirements, but does not have a qualifying LWDII, it may appeal for inclusion in the partnership. OSHA and the NECA/IBEW partnership will review these appeals on a case by case basis, and may allow the company to participate if the improvement can be shown.
9. Must show evidence that both employees and supervisors are held accountable for safety.
10. Allow OSHA access to sites for inspection, if the employer has the authority to allow an inspection of the site. OSHA will follow the guidelines for inspections as outlined in the Field Inspection Reference Manual (FIRM).
11. The participating employers recognize that OSHA implements Local Emphasis Programs (LEP) and National Emphasis Programs (NEP) to better manage specified hazards. These specific programs will involve inspections. The NECA/IBEW Partnership will be informed by OSHA of all LEP's and NEP's and will pass this information to all participating employers.
12. Must participate in a site audit by an outside, independent source approved by the NECA/IBEW partnership. The audit must include an action plan to prevent future hazards, as well as methods to abate current hazards.
13. All work on energized circuits will be performed under a industry standard permit policy to be developed and built in accordance with the current National Fire Protection Association publication 70e. This policy will cover hazard/risk evaluation, and procedures including protective barriers and shields, communication, insulated tools and equipment, and personal protective equipment.

14. Must be a member in good standing of the National Electrical Contractors Association.

VIII Employer/Employee Rights

As an integral part of an effective safety and health program, the ability of employees to exercise their rights which are guaranteed under the OSH Act and other applicable regulations, such as but not limited to, the right to file a safety and health complaint, and the right to information collected pursuant to OSHA requirements will not be infringed.

Employers retain all rights guaranteed under the OSH Act, including but not limited to the right to appeal or contest violations issued by OSHA.

Routine employee involvement in the day to day implementation of worksite safety and health programs is expected to be assured, including employee participation in employer self-audits, site inspections, job hazard analysis, safety and health program reviews and near miss investigations.

IX Partnership Evaluation

This partnership will be evaluated quarterly by all participants. Such evaluation will include material such as, but not limited to employer lost workday injury rates, number of OSHA recordable injuries, etc.

The NECA/IBEW partnership's evaluation will include a comparison of the participating employers LWDII with the latest available data from the BLS for the appropriate SIC code, and other approved safety metrics.

X Termination of this Charter

Any party may withdraw from this Charter by providing written notification to the other parties. Termination will be effective 30 days after receipt of said notification. Furthermore an individual participating employer may withdraw from this agreement by providing written notification to the NECA/IBEW partnership and OSHA, termination shall be effective 30 days after receipt of notification.

An individual participating employer's violation of this Charter shall not be grounds for OSHA to terminate this Charter.

The NECA/IBEW partnership and OSHA may terminate an individual employer from the partnership if the employer fails to meet the qualifications or otherwise violates the terms and conditions of this Charter.

Any party may propose modification or amendment to this Charter subject to concurrence by the every other party to the Charter.

Unless modified or superceded this Charter will remain in effect until 31st day of July, 2005 .