VPP Assurances

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Agrees to comply with the following items as a Voluntary Protection Program participant:

1. **Compliance**
   a. We will comply with the Occupational Safety and Health Act (OSHA Act) and correct, in a timely manner, all hazards discovered through self-inspections, employee notifications, accident investigations, VOSH onsite reviews, process hazard reviews, annual evaluations, or any other means.

2. **Correction of Deficiencies**
   a. Within 90 days, we will correct safety and health deficiencies related to compliance with VOSH requirements and identified during any VOSH onsite review.

3. **Employee Support**
   a. Our employees support the VPP application.
   b. At sites with employees organized into one or more collective bargaining units, the authorized representative for each collective bargaining unit must either sign the application or submit a signed statement indicating that the collective bargaining agent(s) support VPP participation. VOSH must receive concurrence from all such authorized agents to accept the application. At non-union sites, management’s assurance of employee support will be verified by the VOSH onsite review team during employee interviews.

4. **VPP Elements**
   a. VPP elements are in place, and management commits to meeting and maintaining the requirements of the elements and the overall VPP.

5. **Orientation**
   a. Employees, including newly hired or transferred employees and contract employees, will receive orientation on the VPP, including employee rights under VPP and under the OSHA Act.

6. **Non-Discrimination**
   a. We will protect employees given safety and health duties as part of our safety and health program from discriminatory actions resulting from their carrying out such duties, just as Section 40.1-51.2:1 of the Code of Virginia and protect employees who exercise their rights.

7. **Employee Access**
   a. Employees will have access to the results of self-inspections, accident investigations, and other safety and health data upon request. At unionized sites, this requirement may be met through employee representative access to these results.

8. **Documentation**
   a. We will maintain our safety and health program information and make it available for VOSH review to determine initial and continued approval to the VPP. This information will include:
      i. Any agreements between management and the collective bargaining agent(s) concerning safety and health.
ii. All documentation enumerated under Section III.J.4. of the July 24, 2000, Federal Register Notice.

iii. Any data necessary to evaluate the achievement of individual Merit or 1-Year Conditional Star goals.

9. Annual Submission
   a. Each year by February 15, we will submit the following information to the Virginia VPP Coordinator
      i. For the previous calendar year, the TCIR for injuries and illnesses, and the DART rate.
      ii. The total number of cases for each of the above two rates.
      iii. Hours worked and estimated average employment for the past full calendar year.

10. Contactor Rates
    a. We will submit data on each applicable contractor. Applicable contractors are those employers who have contracted with our facility to perform certain jobs and whose employees worked a total of 1,000 or more hours in at least one (1) calendar quarter at our worksite. The data will consist of:
       i. The site’s TCIR and DART rate for each applicable contractor’s employees.
       ii. The total number of cases from which these two rates were derived;
       iii. Hours worked and estimated average employment for the past full calendar year.
       iv. The appropriate SIC code for each applicable contractor’s work at the site.

11. Annual Evaluation
    a. A copy of the most recent safety and health annual evaluation. Include a description of any success stories, such as reductions in worker’s compensation rates, increases in employee involvement, and improvements in employee morale.

12. Organizational Changes
    a. Whenever significant organizational or ownership changes occur, we will provide VOSH, within 60 days, a new Statement of Commitment signed by both management and any authorized collective bargaining agents.

13. Collective Bargaining Changes
    a. Whenever a change occurs in the authorized collective bargaining agent, we will provide VOSH, within 60 days, a new signed statement indicating that the new representative supports VPP participation.

__________________________________________________________________________  ____________
Signature of Company Official                                             Date
(Owner, President, Site Manager, Etc.)