

# VPP Assurances

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

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.

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

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Date