

## **Objective**

The partnering agreement was developed between the Shipbuilders Council of America (SCA) and the Occupational Safety and Health Administration North and South Houston Area Offices. The common objective and goal of the agreement is to provide a safe and healthful work environment for employees engaged in shipyard activities in the Greater Houston Area and to help prevent serious accidents within the industry through increased training and implementation of enhanced safety and health programs.

By focusing its efforts and utilizing the skills and resources of the SCA trade association, their member's employees, and with assistance by OSHA, it is believed that through this cooperative and voluntary program, hazards and serious injuries can be reduced in the Houston area.

The initiative represents a voluntary agreement and affords a partnership alternative to the traditional OSHA enforcement procedures. This partnership program is consistent with OSHA's long range efforts to develop a business/labor/government partnership approach to safety management, allows for better use of OSHA resources, and encourages more participation in the safety process by each stakeholder.

## **Background**

The Shipbuilders Council of America (SCA) is the national trade association representing the shipyard industry that builds, repairs and services all types of military and commercial vessels for both the domestic and international marketplace. SCA represents 50 shipyard companies that own and operate over 120 shipyards in 23 states. SCA shipyard members employ approximately 35,000 workers, which make up more than 70 percent of the U.S. shipyard workforce engaged in non-Navy combatant shipbuilding. SCA also represents 35 affiliate members that provide goods and services to the shipyard industry.

SCA has eight shipyard members within the greater Houston area that operate 20 shipyards. Primary lines of business include:

*New Build* – SCA members build tugboats, towboats, barges of all kinds, vessels and rigs for the offshore energy market, passenger and cargo ferries, small cruise ships, fishing vessels, Coast Guard and other mid-sized government vessels, dredges and other specialty craft.

*Repair* – SCA members perform repair on all types of workboats, barges, large and small cruise ships, Navy combatant and non-combatant vessels, other government craft, tankers, containerships, specialty vessels and mobile off-shore drilling units.

*Cleaning* – SCA members perform gas freeing and cleaning on liquid cargo tank barges and ships, as well as cleaning of dry cargo barges and ships.

SCA and OSHA believe that maintaining a focus on safety saves lives and resources. A focus on safety is one objective that OSHA and all SCA members have in common.

**OSHA Strategic Partnership Program (OSPP) for Worker Safety and Health**

**In the Matter of EMPLOYER:** \_\_\_\_\_  
\_\_\_\_\_

OSHA Number: \_\_\_\_\_

**Programmed/Targeted Inspection Agreement**

In a joint effort to reduce injuries, illnesses and fatalities, the undersigned **EMPLOYER**, and the undersigned Occupational Safety and Health Administration (OSHA) Area Director hereby agree as stated in paragraphs 1-8 below. The undersigned, *authorized*, SAFETY/HEALTH REPRESENTATIVE will sign the **OSHA Strategic Partnership Program Agreement (OSPP)**. The maximum term of this agreement will be 1 year.

**THE EMPLOYER AGREES:**

1. The **EMPLOYER** agrees to furnish OSHA the number of inspections, hazards identified and corrections as a summary for all participants on a quarterly basis. Qualifications of the **EMPLOYER’S** *designated* SAFETY/HEALTH REPRESENTATIVE must be submitted at the beginning of this agreement. The *designated* or *authorized* SAFETY/HEALTH REPRESENTATIVE must have at least one year experience in managing an effective shipyard safety and health program; and must have received appropriate training in identifying shipyard hazards and methods to correct identified hazards from a reputable source.
2. The **EMPLOYER** may cancel this **Agreement** upon written notification.
3. By entering into this **Agreement**, the **EMPLOYER** does not admit to violating any referenced standards of any hazard(s) identified in the quarterly summary of safety/health surveys made on the job sites for any litigation or purpose.
4. The **EMPLOYER** agrees to have an effective safety and health program, including meaningful input from employees. The **EMPLOYER** recognizes that the employee involvement is essential to the success of this program and employee concerns are being addressed. The **EMPLOYER** agrees to provide training for their supervisors and other critical personnel as to the safety and health requirements and hazards identified by OSHA at the **EMPLOYER’S** participating job sites. The **EMPLOYER’S** designated or authorized SAFETY/HEALTH REPRESENTATIVE who prepare the quarterly summary of safety/health surveys are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. The **EMPLOYER** agrees to provide **SCA** with either the Logs of Occupational Injuries or Illnesses (OSHA No. 200) for the previous three years or an annual average of the Total Recordable Incidence Rate, to assist OSHA in measuring impact on safety and health during this Agreement.
6. The **EMPLOYER** agrees to provide the SCA office with a quarterly listing of all the employer's active shipyards within each Area Office's jurisdiction.
7. The **EMPLOYER** agrees to allow OSHA access to the company's sites for evaluation of the company's safety and health programs and partnering activities and to conduct a "focus" inspection at the site.
8. The **EMPLOYER** immediately agrees to immediately post a copy of the signed **OSPP Agreement**.

## **THE EMPLOYER AGREES:**

1. **EMPLOYER** with lost workday/illness rates above the most current published BLS rates are not eligible for the **OSPP Program**. Only employers with lost workday injury/illness rates that are below the most current published Bureau of Labor Statistics average rates for the industry and/or have an Experience Modification Rate (EMR) of 1.00 or below are eligible for the **OSPP Program**.
2. List of the **EMPLOYER'S** sites that are expected to be active in each Area Office jurisdiction during the agreement. Should any changes in the locations of the shipyards occur during the **OSPP Program**, the **EMPLOYER** will provide the list to each Area Office no later than 10 days after the change.
3. Qualifications of the **EMPLOYER'S** designated SAFETY/HEALTH REPRESENTATIVE, specified in Paragraph "3" on page 2, must be submitted. All SAFETY/HEALTH REPRESENTATIVE must have (1) at least one year of experience in managing an effective shipyard safety and health program, and (2) must have received appropriate training in identifying shipyard hazards and methods to correct identified hazards.

## OSHA AGREES:

1. **OSHA** agrees to review the quarterly summary, provided by SCA, of all safety/health survey(s) made for verification of appropriate corrective action taken, and the qualification of the designated person is identified in Paragraph 4. **OSHA** will work with the **EMPLOYER** and the authorized SAFETY / HEALTH REPRESENTATIVE to ensure that the lines of communication remain open and the **OSPP Agreement** terms are met amicably.
2. Cancellation of this partnership **Agreement** may occur upon written notice to the **EMPLOYER**.
3. **OSHA** agrees to review the previous three years of the **EMPLOYER'S OSHA** No. 200 logs of injuries and illnesses, in order to measure the program impact on safety and health.
4. All participating **EMPLOYERS** will be evaluated within three months, upon of the receipt of their application for this program by OSHA. Once the evaluation inspection is successfully completed, the participating employer will be placed on a secondary inspection list in each Houston Area Office jurisdiction. Inspections will be "Focus Inspections" to verify the partnering **EMPLOYER'S** performance under the agreement. In addition, OSHA will conduct the "Focus Inspection" on only one pre-determined site of a multi-site partnering **EMPLOYER**. Should the **EMPLOYER** fail the evaluation inspection or have a fatality or catastrophe at any jobsite during the term of the partnering agreement, the **EMPLOYER** upon review may be removed from the program. The **EMPLOYER** will still be subject to inspection(s) in cases of catastrophe(s), fatalities or formal complaints and local and National Initiative inspections.

\_\_\_\_\_  
Name of Company  
(EMPLOYER/Management)

\_\_\_\_\_  
Approved by:

John B. Miles, Jr.  
Regional Administrator

\_\_\_\_\_  
Office/Owner (signature)

John H. Lawson  
OSHA Area Director  
Houston North Area Office  
350 N. Sam Houston Pkwy. E  
Suite 120  
Houston, TX 77060

\_\_\_\_\_  
(typed name of Officer/Owner)

Raymond L. Skinner  
OSHA Area Director  
Houston South Area Office  
17625 El Camino Real  
Suite 400  
Houston, TX 77058

\_\_\_\_\_  
(title of Officer/Owner)

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed