



**VIRGINIA SHIP REPAIR
ASSOCIATION**

Strategic Partnership Agreement

Between

**U.S. Department of Labor
Occupational Safety and Health Administration
Norfolk, Virginia Area Office**

and the

**Virginia Ship Repair Association, Inc.
101 W Main St Suite 5500, Norfolk, VA 23510**

I. PURPOSE

To facilitate the Occupational Safety and Health Administration's (OSHA's) goals of reducing occupationally related fatalities by 3% each year and Days Away from Work Restricted Time Rate (DART) by 4% each year, the OSHA Norfolk, Virginia Area Office in Region III and the Virginia Ship Repair Association, Inc. (VSRA) have agreed to a joint implementation of this Partnership.

This agreement is consistent with OSHA's long-range efforts to develop a business/labor/government partnership approach to safety and health management, allows for better use of OSHA resources, and encourages more participation in the safety process by VSRA members. Representatives of the shipyard employers most directly involved or affected by this Partnership have been consulted and encouraged to provide continuous improvements and enhancements to this Partnership.

This Partnership will not in any way affect employees' ability to exercise rights under the Occupational Safety and Health (OSH) Act and OSHA regulations. This Partnership will not relieve any participants from, lessen their safety responsibilities, nor does it lessen any/all affirmative defenses, legal rights or due process afforded with respect to OSHA enforcement action. Expected outcomes of the Partnership include developing and implementing model shipyard occupational safety and health and training programs for all participating members.

II. BACKGROUND

VSRA is a regional association with 292 Member Companies. Their unwavering mission is to support the ship repair industry in Virginia and along the Mid-Atlantic coast of the United States. The association works closely with a variety of government agencies, federal and state, as well as other maritime organizations, to create a high standard of excellence in and for the ship repair industry. In this regard, VSRA has a long-standing commitment to promote safety and health awareness to its members, which includes a strong commitment to providing training/educational courses and seminars.

Joint efforts by OSHA and VSRA, through this partnership agreement, will leverage each other's resources to target larger populations in the ship repair industry for safety and health awareness and will promote a voluntary, cooperative effort between OSHA and VSRA membership to reduce occupational accidents and save lives.

III. IDENTIFICATION OF PARTNERS AND THE GEOGRAPHICAL BOUNDARIES

- A. U.S. Department of Labor, Occupational Safety and Health Administration, Norfolk, Virginia Area Office (OSHA).

- B. Virginia Ship Repair Association, Inc. (VSRA), 101 W Main St Suite 5500, Norfolk, VA 23510.
- C. Geographical Boundary of the Partnership Agreement: Available to VSRA members in the Commonwealth of Virginia.

IV. OSHA PRIMARY CONTACT

Area Director, U.S. Department of Labor, Occupational Safety and Health Administration, Norfolk Area Office

V. GOALS - STRATEGIES - MEASURES

- A. Increase the number of ship repair employers who develop, implement, and maintain comprehensive safety and health programs in accordance with OSHA's Recommended Practices for Safety and Health Programs (<https://www.osha.gov/safety-management>) or the equivalent.
- B. Achieve participating member's recordable illness and injury rates below the national average for the SIC 3731 (NAICS 336611). A Partnership goal is to keep the DART Rate (cases with days away from work, job-transfer, or restriction) below the most recently published national average for the industry which was 3.0 for 2019.

The Partnership goal is to further reduce the level of injuries by at least 4% annually for the life of the Partnership, and to facilitate OSHA's goal of reducing fatalities by 3% annually.

(Strategy) Evaluate the participating (VSRA) members' safety and health programs using Appendix A, the *VSRA Safety & Health Self-Assessment Checklists*.

(Strategy) Develop and maintain systems for the early identification and correction of the hazards which have resulted in serious injuries in the ship repair industry. The primary causes of injuries and illnesses among participants will be discussed by all parties (VSRA, OSHA and VSRA participants) through quarterly review of self-assessments, injury and illness records, any other relevant accident reports, and a general review of current enforcement trends for the industry that could lead to serious injury for their workers. If necessary, the focused hazards will be modified based on local trends and needs.

(Strategy) Develop and provide safety and health training, technical assistance, operating procedures, and abatement methods that accurately target and reduce potential causes of injury and illness in the shipbuilding and ship repair industry as identified by the Partners.

(Strategy) Create and share best practices in occupational safety and health for the ship repair industry. As necessary, modify the VSRA Safety & Health Self-Assessment Checklist to include important safety and health items not previously covered but found in current injury and illness records and/or enforcement trends.

(Measure) Injury and illness rates will be evaluated annually by review of OSHA 300 logs and any other relevant accident reports.

(Control) Develop programs, policies and initiatives to continuously improve the health and safety of the shipbuilding and repair working areas.

VI. SAFETY AND HEALTH MANAGEMENT SYSTEMS

OSHA and VSRA continue to support the implementation of Safety and Health Management Systems, including the four main elements: management commitment/employee involvement, hazard identification, hazard correction/control and employee training. This Partnership's main vehicle is to reduce injuries and illnesses through each participating member's commitment to implementing a Safety and Health Management System at their location. All participating member's Safety and Health Management Systems will be evaluated through the use of Appendix A, the VSRA Safety & Health Self-Assessment Checklists.

VII. WORKER INVOLVEMENT

This Partnership recognizes that workers bring valuable skills and perspective to the implementation of an effective site safety and health system. Workers on participating member's sites will be encouraged and given opportunities to be involved in the site safety and health system. Employee involvement will include, but are not be limited to, participation in self-audits, site inspections, job hazard analysis, safety and health management system reviews, safety training and accident/near miss reporting. Employee involvement will be included in the Safety and Health Management System Evaluation (Appendix A).

VIII. STRATEGIC PARTNERSHIP MANAGEMENT AND OPERATIONS

OSHA AGREES TO, AS RESOURCES ALLOW:

- A. Assist VSRA in the development of criteria to be used for safety and health training.
- B. Participate in VSRA annual training seminars.
- C. Provide an OSHA representative to:
 - 1. Meet with the Partners on a quarterly basis to review Partnership issues.

2. Examine the injury and illness experience of participating members, suggest corrective measures to eliminate hazards and share best practices.
3. Provide feedback regarding closed cases that are of interest to the maritime industry. The goal is to make VSRA members aware of conditions that may have contributed to an incident which members might be able to control in their individual circumstances.
4. Share information on current violations and statistics, including relevant interpretations, proposed standards and similar information, which may be of interest to VSRA members.
5. Assist participating members in establishing and implementing a comprehensive safety and health program (such as referenced in OSHA's Recommended Practices for Safety and Health Programs ([Recommended Practices for Safety and Health Programs](#)) and/or American National Standards Institute ("ANSI") A 10.38, "Basic Elements of an Employer Program to Provide a Safe and Healthful Work Environment").

VSRA AGREES TO:

Administer the Partnership agreement, as outlined below, and serve as the principal safety and health resource in support of VSRA members. Additionally, VSRA will:

- A. Assist participating members in developing, implementing, and maintaining comprehensive safety and health programs through the administration of VSRA's self-assessment program.
- B. Maintain participating member's signatory letters and certifications, Appendix B, and verify certifications with OSHA upon request.
- C. Review with OSHA and VSRA participating members, on a quarterly basis, the primary causes of injuries and illnesses among the participants, suggest corrective measures to eliminate hazards and share best practices.
- D. Act as liaison for VSRA members with OSHA. Members will be able to contact VSRA or OSHA with questions.
- E. Offer quality training on topics of importance to VSRA members, especially the focused hazards determined by the Partners.
- F. Through the Safety Committee provide safety and health meetings with members to assist with their training efforts. Members can use this information for site-specific and topical training. To further assist members, the Safety Committee and VSRA will undertake the development of a safety and health awareness program that includes lectures as well as a specific safety slogan that members may utilize.

- G. Obtain and provide to members, upon request, current informational materials, brochures, and publications from available resources.
- H. Organize and provide OSHA standards interpretations as well as local inspection perspectives to assist members in understanding and properly applying standards to their work sites.

VSRA PARTICIPATING MEMBERS AGREE TO:

- A. Complete the Safety & Health Self-Assessment Checklists, Appendix A, upon entry into Partnership with review and certification by President/CEO that deficiencies have been corrected.
- B. Participating members must use Appendix B to accomplish the following:
 - i. Sign a letter of agreement of their intent to participate in this partnership.
 - ii. Provide written affirmation that they have a comprehensive, written safety and health program in place.
 - This plan must at least be equivalent to the criteria referenced in Section VI, Paragraph A.6.
 - This is the minimum established criteria for participation, including implementation of policies and procedures to ensure that safety rules and procedures are enforced at all work sites.
 - iii. Provide written affirmation that their policy and procedures hold line supervisors and employees accountable for following established safety and health rules and OSHA regulations.
- C. Certify that their company has not been cited by OSHA within the past five (5) years for alleged violations classified as “repeated” and/or “willful.”
- D. Ensure employees, including supervisory personnel, utilize the VSRA supported safety and health training programs or provide equivalent training.
- E. Provide the level of training required by OSHA regulations to their employees either through VSRA, their own training personnel or other consultant/trainers.
- F. Provide annual safety related data or statistics to the VSRA office concerning man-hours worked, lost day work injuries, and accident records. This data will be used to determine primary causes of injury and illness among participants in order to develop training, sound operating procedures, and abatement methods. VSRA shall maintain this information’s confidentiality as to company and shall release only compiled “group wide” data that does not reveal the statistics for any individual participating members.

IX. INCENTIVES

Give priority service to VSRA participating members requiring OSHA technical assistance.

OSHA's Field Operations Manual details opportunities available during citation/case settlement for all employers who undergo onsite enforcement inspections. These opportunities are also available for participating members in OSHA's Strategic Partnership Program.

OSHA will consider and recognize VSRA safety and health training programs when inspecting work sites of participating members (with required safety and health program fully implemented), consider the extent of employee training and instruction and the VSRA member's safety and health program.

X. VERIFICATION

In order to assist in measuring the success of this Partnership, OSHA will verify that all participating members have completed their self-assessments, Appendix A, and have corrected deficiencies where appropriate.

XI. EVALUATION

Partners will jointly prepare an annual evaluation of the Partnership using Appendix C. The evaluation will review the success of the Partnership, lessons learned, and changes that will be made to meet the goals of the Partnership. Annual evaluations will be submitted by the Partners to OSHA's Philadelphia Regional Office and then forwarded by the Philadelphia Regional Office to OSHA's Office of Partnership Programs in the National Office no later than 60 days after the signing anniversary date each year.

XII. EMPLOYEE/EMPLOYER RIGHTS AND OSHA INVESTIGATION

This Partnership does not preclude employees and/or employers from exercising any right provided under the OSH Act (or, for federal employees, 29 CFR 1960), nor does it abrogate any responsibility to comply with rules and regulations adopted pursuant to the OSH Act. OSHA personnel will continue to conduct investigations and inspections in any event or circumstance that may warrant the opening of an OSHA inspection, pursuant to the policy set forth in the Field Operations Manual. These may include but are not limited to programmed inspections, formal complaints, referrals, fatalities, catastrophes, or other accidents or significant events. OSHA will also investigate employers whose employees are exposed to or are creating plain view hazards at partnering worksites. These investigations will be conducted outside of this partnership agreement in accordance with established OSHA enforcement policy. Violations documented during such investigations may result in the issuance of citations and penalties.

XIII. TERMINATION

This Partnership will terminate five years from the date of signature between VSRA and OSHA. If any signatory of this agreement wishes to terminate its participation prior to the established termination date, written notice of the intent to withdraw must be provided to all other signatories.

If OSHA chooses to withdraw its participation in the Partnership, the entire agreement is terminated. Any signatory may also propose modification or amendment of the agreement.

OSHA may terminate the participating member's involvement at any time with written notice. Additionally, the participant may withdraw its participation from the strategic partnership at any time with a written notice of the intent to withdraw to OSHA.

XIV. PROBATION PERIOD

Probation periods will be applied to participating members with repeat citations within a five (5) year period. This probation period will be set by OSHA/VSRA and the Partnership Co-chairs for a six (6) to twelve (12 month) timeframe dependent upon the severity of the citation and the estimated time for its correction.

XV. PAPERWORK REDUCTION ACT

OSHA Strategic Partnerships are part of OSHA's available voluntary programs. As per the Paperwork Reduction Act of 1995 (PRA OMB CONTROL NO. 1218-0244, expires July 31, 2022), the public reporting burden for this partnership's collection of information is estimated to be an average of 22 burden hours per participant, per year. If you have any comments regarding this collection of information, including suggestions for reducing the burden or revising the burden estimate, please direct them to:

Occupational Safety and Health Administration
Attention: Director, Office of Partnerships and Recognition
Directorate of Cooperative and State Programs
200 Constitution Avenue, NW – Room N3700
Washington, DC 20210



STRATEGIC PARTNERSHIP AGREEMENT



XVI. SIGNATORIES

Stanley J. Dutko, Jr.

Area Director
USDOL/OSHA Norfolk Area Office

William W. Crow

President
Virginia Ship Repair Association, Inc.

Date _____

Date _____