

# Virginia Occupational Safety & Health



VOSH PROGRAM DIRECTIVE: 13-075 ISSUED: May 1, 2025

Subject VOSH Alliance Program

<u>Purpose</u> This Directive transmits to field personnel the VOSH Alliance Program which enables the

agency to develop voluntary, collaborative working relationships with organizations that are committed to workplace safety and health. Alliances provide a vehicle for regular, proactive interaction between VOSH and other organizations, including, but not limited to, trade and professional associations, companies, labor unions, educational institutions, legal aid societies, community and faith-based groups, and government agencies. VOSH works with Alliance participants to share information with workers and employers and educate

workers and employers about their rights and responsibilities.

This program directive is an internal guideline not a statutory or regulatory rule and is intended to provide instructions to VOSH personnel regarding internal operation of the Virginia Occupational Safety and Health Program and is solely for the benefit of the program. This document is not subject to the Virginia Register Act or the Administrative Process Act; it does not have general application and is not being enforced as having the

force of law.

**Scope** This Program Directive applies to all VOSH personnel.

<u>Reference</u> OSHA Instruction CSP 04-01-003, OSHA Alliance Programs (March 4, 2020).

**Cancellation** None.

**Effective Date** February 17, 2025

Action VOSH Directors and Managers shall assure field personnel understand and adhere to the

Agreement included in this Directive.

**Expiration Date** None.

Gary G. Pan Charles Stiff, CSP

Commissioner Deputy Commissioner, Regulatory Programs

Distribution: Commissioner of Labor and Industry Cooperative Programs Director and Manager

Deputy Commissioner – Regulatory Programs

VOSH Directors and Managers Hearings and Legal Services VOSH Compliance and Cooperative Program Staffs

Regional Administrator, Region III

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#### I. Purpose

The purpose of the VOSH Alliance Program is to develop voluntary, collaborative working relationships with organizations that are committed to workplace safety and health. Alliances provide a vehicle for regular, proactive interaction between VOSH and the Alliance participants. The primary benefit to VOSH is that Alliance participants serve as important information intermediaries, significantly amplifying VOSH's outreach and supporting key initiatives.

While information sharing is the primary purpose, the VOSH Alliance Program aims to develop voluntary, collaborative working relationships with organizations and the development of Alliance products and training. Alliances may be pursued when a mutual need is identified, and resources are available. Alliance participants do not receive any favorable treatment related to VOSH's compliance program activity. For example, Alliance participants are not exempt from VOSH inspections.

#### II. Scope.

VOSH-wide.

#### III. Definitions

#### A. <u>Alliance</u>

Formal, voluntary, cooperative relationship between VOSH and other organizations committed to workplace safety and health and educating workers and employers about their rights and responsibilities, including whistleblower protections. Alliances can be formed at the Statewide or Regional Office level.

#### B. Alliance Agreement

A document that defines the agreement between VOSH and the Alliance participants and describes the broad goals and specific objectives of an Alliance, including focus hazards/industry sectors, the target workforce, and specific activities.

See Appendix A for model templates for Alliance agreements.

#### C. <u>Alliance Annual Evaluation</u>

An annual check by the VOSH Alliance Coordinator to ensure that Alliance participants are meeting the Alliance Program's fundamental requirements.

# D. <u>Alliance Implementation Team</u>

The representatives from VOSH and the Alliance participant organization(s) that meet in person or by teleconference to plan and implement the Alliance's activities.

# E. Alliance Participant

Any organization that signs an Alliance agreement with VOSH, signifying that it is

committed to work collaboratively with VOSH to achieve the goals of the Alliance agreement. See Section IV for more detail on Alliance participant types.

# F. <u>Alliance Products</u>

Products developed by the Alliance participant through the Alliance. These products can include best practice fact sheets, hazard alerts, case studies, videos, and training courses.

For Alliance products and other projects that go beyond outreach and dissemination, Alliance participants must follow the *Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects* in Appendix B.

## G. Alliance Program Ambassador

Status of Alliance participants that have successfully completed an initial two-year agreement and one renewal cycle.

See Section V.C.

# H. <u>Biannual Data Reporting Form</u>

The form that alliance participants must submit once a year with data on the Alliance's dissemination activities, events, presentations, and other activities.

#### I. Dissemination

Sharing information with Alliance participant members and/or stakeholders on VOSH rulemakings, compliance initiatives, compliance assistance resources, training opportunities, and outreach campaigns and initiatives. Methods that Alliance participants use to share this information include emails, websites, blog entries, newsletters, and social media.

#### J. <u>Project Management Plans</u>

A project management plan is a written document developed by the Alliance Implementation Team that describes the specific activities that the Alliance will complete. A project management plan should include milestones and target dates and assigns responsible parties. Individual activities specified in the work plan may be further defined in project plans. Project plans are recommended, but not required, when it would be helpful to provide more detailed milestones and target dates for specific Alliance activities identified in the project management plan.

# K. <u>VOSH Alliance Coordinator</u>

The VOSH staff person who serves as the primary contact for an Alliance.

#### IV. Alliance Participant Types

VOSH may sign Alliances with a variety of organizations, including trade and professional associations; companies; labor unions and other labor groups; legal aid societies, educational institutions; community- and faith-based organizations; consulates; and local, state, and federal government agencies.

The following are Alliance participant types that have specific issues or approval procedures that may differ from other Alliances.

#### A. <u>Government Agencies</u>

VOSH may sign Alliances with local, state, or federal agencies. For state and federal agencies, there may be situations where a Memorandum of Agreement may be more appropriate than an Alliance. The VOSH Alliance Coordinator should check with the Hearings and Legal Services Division (HLSD) for more guidance on Alliances with state and federal agencies.

#### B. Consulates

VOSH may sign Alliances with consulates from countries with foreign nationals in the U.S. workforce.

For Alliances with Mexican consulates:

 VOSH will consult with OSHA's Directorate of Cooperative and State Programs' (DCSP) Office of International Affairs (OIA) to review draft agreements to ensure they follow the approved Mexican consulate Alliance template. See Appendix E.

For Alliance with other consulates see Appendix F.

#### C. <u>For-Profit Entities</u>

VOSH may enter into Alliances with for-profit entities if the Alliance significantly amplifies VOSH's outreach and supports VOSH's strategic priorities. V OSH should not enter into Alliances with for-profit entities if those entities would financially benefit from the Alliance, or if there is a perception that the for-profit entity is using the Alliance primarily to gain clients or obtain a business advantage. When clearing these Alliances with HLSD, the originating office should highlight the fact that the proposed Alliance signatory is a for-profit entity and outline how the proposed Alliance meets the criteria described in this paragraph.

If VOSH enters into an Alliance with a for-profit entity, VOSH should give the same consideration to any requests for Alliances from competitors. VOSH is not required to offer Alliances to competitors but must treat all requests equally.

#### D. Native American Tribes

VOSH may enter into Alliances with Native American tribes.

#### E. Whistleblower Protection Entities

VOSH assures compliance with occupational safety and provisions in the Commonwealth. Federal OSHA enforces the whistleblower provisions of more than twenty whistleblower statutes that protect employees who report violations of various workplace safety and health, airline, commercial motor carrier, consumer product, environmental, financial reform, food safety, health insurance reform, motor vehicle safety, nuclear, pipeline, public transportation agency, railroad, maritime, and securities, and tax laws. VOSH may enter into Alliances with organizations to promote awareness of the anti-retaliation provisions in the Commonwealth and should attempt to raise awareness of federal OSHA's whistleblower statutes.

#### V. Alliance Establishment

#### A. Stakeholder Versus Alliance Relationship

VOSH does not necessarily need to enter into a formal Alliance to work with an organization on outreach and dissemination. V OSH and an organization may decide to work together informally on outreach activities or may do so for some time before entering into an Alliance. VOSH may pursue an Alliance if an organization demonstrates the commitment and capability necessary to work cooperatively with the agency to meet specific goals. VOSH will begin the process of forming an Alliance if it determines that an Alliance would be an effective mechanism to achieve specific goals that are mutually agreeable and would further the operational and strategic priorities of the agency.

# B. <u>Criteria for Evaluating Potential Alliance Participants</u>

When evaluating potential Alliance participants, VOSH will consider factors such as:

- The alignment of the safety and health issues addressed by the potential participant with VOSH's strategic priorities.
- Whether the potential participant can help VOSH address an emerging workplace safety and health issue.
- Whether the potential participant has demonstrated the commitment and capability to work cooperatively with VOSH.
- The potential reach of the potential participant, such as the percentage of an industry represented by an association, or the number of people reached through its dissemination channels.

VOSH may use agency and other data to identify industry sectors and representative organizations with which to pursue Alliances.

# C. Alliance Duration

Initial Alliance agreements have a duration of two years. Renewals are typically for five years but can range from two to five years at the discretion of the originating office. Alliances cannot be renewed automatically.

If an Alliance agreement has expired, and the parties are actively pursuing a renewal, VOSH, and the Alliance participant may continue to work together until the agreement is renewed. An Alliance does not automatically conclude during this interim period. The renewal date for the Alliance becomes the date that the renewal agreement is signed.

#### D. <u>Process for Establishing a Statewide Alliance</u>

1. A prospective statewide Alliance participant may approach the Division of Cooperative Programs (DCP) about forming an Alliance. DCP manages the Alliance Program and will work with the prospective Alliance participant to form an Alliance.

- 2. DCP may also reach out to organizations about entering into an Alliance.
- 3. DCP will provide the prospective Alliance participant with background on the Alliance Program, including the Alliance Program webpage and this Directive. DCP will inform the prospective Alliance participant of VOSH's expectations, including the Fundamental Requirements for VOSH Alliance Program Participants. See Section V.F.
- 4. Prospective Alliance participants will provide DCP with background on their organization, proposed Alliance objectives, specific hazards/issues to be addressed, resources/expertise that the organization could devote to the Alliance, and how the organization would provide worker participation in Alliance activities.
- 5. DCP will evaluate the proposal for its alignment with VOSH's strategic priorities and this Directive. DCP will also obtain input from other DOLI and VOSH Divisions and Region Offices, as appropriate, to help determine the value of the proposed Alliance to VOSH.
- 6. If DCP determines that the proposed Alliance would be beneficial to the agency, DCP will present the proposal to the Deputy Commissioner for Regulatory Programs for approval before pursuing it further.
- 7. Upon approval, DCP will work with the prospective Alliance participant(s) to develop a draft Alliance agreement using the agreement template. See Appendix A. For prospective new Alliances with multiple projects beyond dissemination, the parties may also prepare a work plan for the Alliance's first year.
- 8. DCP will clear the draft agreement with the DCP Director, VOSH Divisions, Regional Offices, HLSD and the Deputy Commissioner for Regulatory Programs. DCP will seek comments on the draft agreement regarding resource implications, desire to participate in the Alliance, relevant experience with the potential Alliance participant(s) including any compliance or legal issues, Consultation programs, or Regions and other factors that could have an impact on an Alliance. DCP will incorporate any feedback as appropriate.
- 9. DCP will form an Alliance Implementation Team that will include appropriate VOSH Divisions and field personnel. Their selection depends on the Alliance's subject matter, the expertise needed, and the resources available.

- 10. DCP will take the steps necessary for an Alliance signing. The signing can be should normally be accomplished through an in-person ceremony, but other methods may be considered (e.g., an electronic exchange of signed correspondence, or the mail). The individuals who sign the agreement must be senior executive representatives of the Alliance participant organization(s) and VOSH. For VOSH, the signatory will be the Commissioner or their designee.
- 11. DCP will post Alliance agreements on the DOLI public website within 30 days of the signing.

#### E. Fundamental Requirements for VOSH Alliance Participants

Alliance participants agree to the following fundamental requirements as a condition of their participation in the program:

- 1. Commitment of time and resources: Alliance participants must commit reasonable time and resources to achieve outreach and communication goals and objectives and complete any other mutually agreed-upon projects.
- 2. Communication with VOSH staff: Alliance participants must assign a point of contact to VOSH who will:
  - a. Respond promptly to email inquiries/telephone calls from VOSH staff.
  - b. Participate in Alliance meetings, as scheduled.
  - Keep VOSH staff informed of any significant communication/outreach or collaboration with any DOLI-affiliated entity or staff (e.g., other DOLI Divisions and any DOLI Regional Offices.)
- 3. Outreach and Dissemination: Alliance participants must disseminate information to their members and/or stakeholders, including employers and workers in their industry (e.g., through emails, websites, blog entries, newsletters, case studies, and social media) regarding VOSH rulemakings, compliance initiatives, compliance assistance resources, and outreach campaigns and initiatives.
- 4. Alliance Activity Reporting: Once a year, Alliance participants must provide VOSH with a completed report with data pertaining to Alliance-related dissemination efforts, events, speeches/presentations, and other activities as appropriate.
- 5. Alliance Projects: For Alliance activities beyond outreach and dissemination, Alliance participants must follow the *Guidelines for VOSH's Alliance Program Participants:*Alliance Products and Other Alliance Projects. See Appendix B.
- 6. Worker Representation: When Alliance participants are employers and/or employer groups (e.g., trade associations), they must make a reasonable effort to secure meaningful worker participation in the Alliance. Worker representation may be accomplished by several means, including but not limited to:
  - a. Having a union signatory to the Alliance (e.g., from a union with a

- presence and/or experience in the industry);
- b. Having union participation or other worker involvement in Alliance development and implementation;
- Having participation in the Alliance of community-based labor groups or similar organizations knowledgeable and involved in the issued addressed by the Alliance;
- d. Inviting union representatives or community-based labor groups to implementation meetings;
- e. Requesting union or community-based labor group representatives to review products in development;
- f. Surveying the target audience (e.g., students, workers, union representatives) to identify gaps in existing training or educational resources that could be addressed by the Alliance, and/or to ascertain the effectiveness of the Alliances activities (e.g., outreach campaigns, trainings, products);
- g. Obtaining input and feedback from consulates (in cases where workers are predominantly from other countries); or including VOSH compliance assistance staff in Alliance Implementation Team meetings.
- 7. Alliance Webpage: Each Alliance participant must develop, publish and maintain a stand-alone webpage devoted to the Alliance. The webpage page should include information and links to resources, including those developed by the Alliance, on safety and health issues affecting workers in the Alliance participant's industry, as well as worker and employer rights and responsibilities.
- Potential Conflicts of Interest: Alliance participants must not use the Alliance or relationship with VOSH to promote or to imply the agency's endorsement of their policies, products, or services. Alliance participants must also acknowledge that they will not receive any preferential treatment related to any statutory function of the agency.
- 9. Logo Use: Alliance participants must abide by all terms and conditions for the use of the Alliance Program logo as specified in VOSH's Guidelines for Use of the Alliance Logo. See Appendix C. In addition, Alliance participants may not use the VOSH logo on Alliance products or any other materials, as DOLI policy only allows its use on VOSH and Departmental materials. Unauthorized use may be an infringement of the Department's federally protected trademark rights.

# VI. Alliance Implementation

#### A. Alliance Coordinators

Upon signing an Alliance, VOSH's Alliance Coordinator will serve as VOSH's point of contact for the Alliance participants. The Alliance participants also designate a representative to be the lead point of contact. V OSH and the Alliance participants may also designate additional representatives to serve on the Alliance Implementation Team.

B. Alliance Implementation Team Members

The Implementation Team members include the VOSH Alliance Coordinator, representatives from the Alliance participant(s), and subject matter experts from VOSH.

Representatives from VOSH VPP staff or VPP participants, related stakeholders, unions, other agencies, and/or other organizations that are relevant stakeholders, but not signatory organizations may also participate.

#### C. Alliance Implementation Team Meetings

- 1. The VOSH Alliance Coordinator should convene a kick-off meeting of the Implementation Team within 30 days of the Alliance signing to review the Alliance's planned activities for the upcoming year and project management plan
- The VOSH Alliance Coordinator will convene at least one Implementation Team
  meeting per year through teleconference or in person to ensure the Alliance
  remains on track and the Alliance activities are being successfully implemented.
  Additional Alliance meetings may be held as needed to address specific Alliance
  projects.

#### D. Alliance Activities

As specified in the *Fundamental Requirements* (Section V.F), all Alliance participants must conduct outreach and communication activities in support of VOSH's initiatives and resources.

VOSH will support this outreach and communication by providing timely information on VOSH and its activities to Alliance participants. VOSH will also connect Alliance participants with appropriate VOSH compliance and consultation assistance and technical staff who can support exhibits and participate in meetings and other events to present information about the agency and its initiatives.

Alliance participants may conduct projects beyond outreach and dissemination. Priority is given to projects that fill gaps and support agency initiatives. Examples of these projects include:

- Developing Alliance products. Alliance products should add value to existing VOSH or other workplace safety and health materials, fill gaps where such materials do not exist, or address an emerging issue. See Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects. See Appendix B.
- 2. Reviewing VOSH compliance assistance materials. This could include a subject matter expert from an Alliance participant providing technical review and feedback to ensure better reflection of real-world practices and conditions.
- 3. Planning and conducting stand-downs, training sessions, or other outreach events in support of key VOSH initiatives.

 Providing technical briefings on industry operations and best practices for VOSH staff

Note: Alliance participants may become involved in litigation against VOSH. There is no blanket prohibition against having Alliance participants involved in active litigation brief VOSH staff. However, VOSH should review planned briefings on a case-by-case basis and consult with HLSD.

- 5. For Alliance products and other projects that go beyond outreach and dissemination, Alliance participants must follow the *Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects*. See Appendix B.
- 6. For certain complex projects, Alliance participants may prepare project management plans that outline the project's scope and goals, and identify milestones, timelines, and responsible parties, as outlined in the *Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects*. See Appendix B.

#### E. Alliance Forums

VOSH may hold Alliance Forums to bring Alliance participants together to hear VOSH updates, discuss safety and health topics and best practices, share Alliance successes, and identify opportunities for collaboration. For example, DCP may hold the following annual events: an Alliance Program Forum for all Alliance participants and a Construction Roundtable for construction-related Alliances.

#### F. Alliance Data Reporting

#### 1. Statewide Alliances

DCP enters Alliance background information (e.g., Alliance name, signatory organizations, signing/renewal dates) into the Alliance OIS module.

Alliance participants must submit an annual report to DCP, January through December of the previous calendar year. Participants must submit these reports by February 1 of the following year.

#### G. Annual Evaluations

VOSH Alliance Coordinators must conduct an annual evaluation to determine if Alliance participants are meeting the program's fundamental requirements listed in Section V.F.

If the participants are not meeting their fundamental requirements, VOSH will generally conclude the Alliance. At their discretion, Alliance Coordinators may allow Alliance participants that are making good faith efforts to meet the fundamental requirements additional time to do so. Critical in this decision is consideration for the Alliance participant's commitment of time and resources, communication with VOSH staff, outreach and dissemination efforts, and worker representation. When it becomes clear that a participant is not able to fulfill these aspects of the fundamental requirements due

to a change in priorities or circumstances, an Alliance should be concluded.

Annual evaluations for Region-wide Alliances are required to be submitted to DCP. .

#### H. Program-Wide Annual Report

DCP will develop a program-wide report on the Alliance Program using the activity data. The report will normally be developed at the end of each fiscal year and made available on the DOLI public website in the second quarter of the following fiscal year. DCP will share the report with the Regions for review before posting it on the DOLI public website.

- I. Alliance Renewal, Promotion, or Conclusion
  - A. Completion of Initial Agreement: Renewal or Conclusion

As an Alliance approaches completion of its initial two-year agreement, VOSH will use the following criteria to determine whether to renew or conclude the Alliance:

- 1. Is the Alliance meeting the *Fundamental Requirements* (Section V.F)?
- 2. Is the Alliance meeting the Alliance agreement's goals?
- 3. Is the Alliance making sufficient progress on the projects in the work plan, if applicable?
- 4. Does the Alliance align with VOSH's strategic priorities?

Alliances that meet these criteria are eligible for renewal, which is for two to five years. Alliance renewals will follow a process similar to that in Section VIII, using the Alliance Renewal Agreement template in Appendix A.

VOSH will conclude Alliances that do not meet these criteria. VOSH may also conclude an Alliance at any time based on its evaluation of these factors, if it gives 30 days' written notice. An Alliance participant may also terminate its participation in an Alliance at any time if it gives 30 days' written notice.

B. Completion of Initial Agreement and One Renewal Period: Conclusion or Promotion to Ambassador Status

Alliances that have completed an initial two -year agreement and one renewal period will generally be concluded or promoted to the status of Alliance Program Ambassador. VOSH will use the following criteria to make this determination:

- 1. Did the Alliance meet the Fundamental Requirements (Section V.F)?
- 2. Did the Alliance meet the Alliance agreement's goals?
- 3. Did the Alliance make sufficient progress on the projects in the work plan, if applicable?

Alliances that meet these criteria will be given the opportunity to enter into an Alliance Program Ambassador relationship with VOSH. VOSH will conclude Alliances that do not meet these criteria. VOSH will also conclude Alliances if the Alliance participant chooses not to enter into an Ambassador relationship.

Alliances that are active as of the effective date of this Directive and meet these criteria will be offered the opportunity to enter into an Alliance Program Ambassador relationship at the end of their current Alliance agreement. Alliance agreements may be extended to complete projects in progress.

#### C. Ambassador Status

Ambassador status reflects VOSH's recognition that participants have built and will continue to maintain a productive cooperative relationship with the agency. Alliance participants that are promoted to Alliance Program Ambassador sign a standard document with VOSH to establish the Ambassador relationship. See Appendix D for the Ambassador document template.

By promoting long-term, successful Alliance participants to Ambassador status, VOSH will have greater flexibility to enter into formal Alliances with more organizations. This will enable VOSH to enter into Alliances with organizations that may address industries or hazards not covered by the program, while continuing relationships with organizations that have demonstrated their commitment to sharing workplace safety and health information with their stakeholders.

VOSH expects that Alliance Program Ambassadors will continue to share current and relevant safety and health information with members and work collaboratively on issues that emerge among its membership. Alliance Program Ambassadors must also comply with the *Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects*. See Appendix B.

NOTE: For purposes of these guidelines, Alliance Program Ambassadors are considered active Alliances. However, VOSH and the Ambassador participants do not have the data reporting and other requirements that come with a formal Alliance.

Ambassador relationships remain in effect for the duration of an ongoing cooperative relationship and a good faith effort by both parties to meet the intent of the arrangement. Either party may terminate the Ambassador relationship at any time with a 30 days' written notice.

#### D. Concluded Alliances

VOSH may continue to maintain a relationship with organizations from concluded Alliances. For example, VOSH will continue to include concluded Alliance participants in its stakeholder lists and send routine communication unless instructed otherwise by the former Alliance participant.

Organizations from concluded Alliances:

- 1. Should not represent on their webpages or other materials that they have an active Alliance or Ambassador status with VOSH.
- 2. Should, if they developed Alliance products, follow the *Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects*, See

Appendix B, as they relate to products from concluded Alliances.

#### VII. Responsibilities

A. Division of Cooperative Programs

DCP is responsible for implementing the overall VOSH Alliance Program, coordinating the development of Alliance policy, implementing Alliances, helping to coordinate and track Alliance activities, and advising the Deputy Commissioner for Regulatory Programs concerning Alliance issues.

The VOSH Alliance Coordinator within DCP manages the Alliance Program:

- 1. Working with prospective Alliance participants to develop draft agreements.
- 2. Developing and obtaining required clearances for draft statewide Alliance agreements.
- 3. Meeting with statewide Alliances at least once a year, and more frequently, if necessary, to coordinate the implementation of each Alliance's activities.
- 4. Planning and conducting forums, roundtables, and other intra-program activities for statewide Alliances.
- 5. Tracking, reporting on, and evaluating the impact of Alliance activities. DCP will also enter Alliance information and activity in the Alliance and Compliance Assistance date collection system.
- 6. Assuring Region-wide Alliances follow the guidelines in this Directive and sending the draft Alliance agreements HLSD for review and concurrence.
- 7. Coordinating with the DOLI Communications Manager on Alliance news releases; and DOLI webpage News and Announcements stories and social media postings.
- 8. Developing annual program-wide reports on the Alliance Program.
- 9. Maintaining this Directive and developing needed policy documents, tools, and resources, in coordination with the Regions and Divisions, to effectively implement the program.

#### B. DOLI and VOSH Divisions

While statewide Alliances are coordinated through DCP, other DOLI and VOSH Divisions may participate in Alliances developed by DCP. Successful coordination depends on communication

with DCP. Likewise, the views and participation of policy, subject matter, and other experts from relevant Divisions and Regional Offices are important to the development and implementation of Alliances initiated by DCP. Thus, agency Divisions are responsible for:

- 1. Promoting and bringing to the attention of DCP as soon as possible potential candidates for an Alliance.
- 2. Informing DCP of any activities or collaboration with Alliance participants.
- 3. Providing comments on draft statewide Alliance agreements.
- 4. Alerting DCP to any issues or problems that are relevant to the implementation of a statewide Alliance.
- Actively participating on Alliance Implementation Teams as subject matter experts. This may include serving as reviewers of products developed by Alliance participants.
- C. Regional Safety and Health Directors

Regional Safety or Health Directors (RDs) or their designees are responsible for:

- 1. Disseminating Alliance information to Region stakeholders.
- 2. Commenting promptly on draft Alliance agreements, and thereafter, if the need arises.

#### D. VOSH Alliance Coordinator

The VOSH Alliance Coordinator is responsible for:

- 1. Working with prospective Alliance participants and other stakeholders on outreach and other activities.
- 2. Developing and clearing Alliance agreements.
- 3. Ensuring effective implementation of the Alliance agreement and the project management plan.
- 4. Convening the implementation team, once a year at a minimum, or more often as needed, by teleconference or in person.
- 5. Sharing relevant information on VOSH policy and resources with assigned Alliance participants.

- 6. Leading or supporting the planning of Alliance forums and roundtables.
- 7. Maintaining adequate documentation, including the original agreement and renewal agreements, annual Alliance evaluations, and other relevant materials.
- 8. Entering Alliance activity and background information into the Alliance data collection system.
- 9. Ensuring that the information on VOSH's Alliance webpage is accurate for the Alliances that they manage and the Regions for which they are liaisons, to include posting of the signed Alliance agreements.
- 10. Keeping VOSH Directors apprised of significant events and issues.
- 11. Coordinating with VOSH Divisions and Regional Offices as necessary for effective functioning, especially with regard to participation of appropriate subject matter experts and/or reviewers.
- 12. Responding to requests for information.
- 13. Identifying, developing, and disseminating lessons learned from Alliance implementation, including successes, setbacks, and obstacles faced and overcome, to promote continual improvement of the Alliance Program.

#### **Appendix A: Templates and Sample Documents**

Virginia Alliance Agreement Template



Agreement establishing an Alliance between the Virginia Occupational Safety and Health program, Virginia Department of Labor and Industry and <a href="mailto:corparization">corpanization name(s)></a>

[The opening paragraph and overall goals may be modified to reflect the specifics of the Alliance but in general should fit this model.]

The Virginia Department of Labor and Industry's Virginia Occupational Safety and Health program (VOSH) and <a href="Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization Name(s">Organization(s")>Org

This agreement provides a framework and objectives for the Alliance's activities. Alliance participants also agree to meet the requirements for program participation laid out in the "Fundamental Requirements for VOSH Alliance Program Participants" and the "Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects."

Through the Alliance, the organizations will use available injury, illness, and hazard exposure data, when appropriate, to help identify areas of emphasis for Alliance awareness, outreach, and communication activities. The Alliance will also explore and implement selected options, including but not limited to member surveys, to evaluate the Alliance and measure the impact on improving workplace safety and health. In developing this Alliance, VOSH and <Organization Name(s)> recognize that VOSH's Consultation Services Program and Voluntary Protection Program partners are an integral part of the

VOSH statewide effort, and that information about the products and activities of the Alliance may be shared with these partners for the advancement of common goals.

[The goals and objectives listed below are broken out by standard goal types (Raising Awareness: Outreach and Communication, and Training and Education). The goals and objectives should be customized to reflect anticipated the projects or to otherwise fit the circumstances. Delete any that do not apply.]

# Raising Awareness: Outreach and Communication

The Participants intend to work together to achieve the following objective <s>:

[Following are sample objectives for this goal. Delete any that do not apply and add additional objectives consistent with anticipated activities. If one or more Alliance participants are employers or employer groups (e.g., trade associations), the worker participation bullet must be included. To the extent possible, make any applicable objectives listed below more specific by, for example, naming specific conferences to attend or the audience(s) to be reached.]

- Share information on VOSH Initiatives (Emphasis Programs, Regulatory Agenda, Outreach), and opportunities to participate in initiatives and the rulemaking process.
- Share information on occupational safety and health laws and standards, including the rights and responsibilities of workers and employers.
- Develop information on the recognition and prevention of workplace hazards, and communicate such information (e.g., print and electronic media, electronic assistance tools, and VOSH and the <Organization(s)> websites) to employers and workers in the industry. Ensure information developed encourages and reflects the diversity of the workforce and is accessible in multiple languages and formats.
- Speak, exhibit, or appear at VOSH and <Organization(s)> conferences, local meetings, or other <specify> events.
- Convene or participate in forums, roundtable discussions, or stakeholder meetings on <specify topic/hazard> to help forge innovative solutions in the workplace or to provide input on safety and health issues.

- Share information among VOSH personnel and industry safety and health professionals regarding <specify Organization(s)> good practices or effective approaches through training programs, workshops, seminars, and lectures (or any other applicable forum).
- Ensure Alliance activities are informed by the perspectives of non-managerial workers employed in the <specify> industry by <specify efforts to be undertaken to ensure meaningful worker participation in the Alliance>. <*Note: This bullet is required if one or more participants are employers or employer groups (e.g., trade associations).*>
- Collaborate with other Alliance participants on specific issues and projects on <specify issue, industry, or audience.>
- Develop and disseminate case studies on <insert topic/hazard> and publicize their results.
- Encourage <Organization(s) chapters/worksites> to build relationships with VOSH's Regional Offices
  to address health and safety issues, including <specify>.

#### Training and Education

The Participants intend to work together to achieve the following objective <s>:

[Following are sample objectives for this goal. Delete any that do not apply and add additional objectives consistent with anticipated activities. To the extent possible, make any applicable objectives listed below more specific by, for example, naming the type of course to be developed or the course content or updating the language to reflect specific projects.]

- Develop effective training and education programs for <specify audience> regarding <specify hazard(s) or issue area(s)> and communicate such information to constituent employers and workers. Ensure training materials/programs are made available in appropriate languages and formats to equitably meet the needs of their target audiences.
- Deliver or arrange for the delivery of <specify> courses.
- Develop effective training and education programs for <specify audience> to promote understanding of workers' rights, including the use of the VOSH complaint process, and the responsibilities of

employers and to communicate such information to workers and employers. Ensure training materials/programs are made available in appropriate languages and formats to equitably meet the needs of their target audiences.

VOSH's Alliances provide organizations an opportunity to participate in a voluntary cooperative relationship with VOSH for purposes such as raising awareness of VOSH's initiatives, outreach, communication, training, and education. By entering into an Alliance with an organization, VOSH is not endorsing or promoting, nor does it intend to endorse or promote, any of that organization's products or services.

An implementation team made up of representatives of each organization will meet one to two times per year to discuss the responsibilities of the participants, to share information on activities, and to track results in achieving the goals of the Alliance. VOSH team members will include representatives of the Division of Cooperative Programs and Division of Policy and Planning [<other VOSH/DOLI Divisions>, (if applicable)] and any other appropriate offices.

This agreement will remain in effect for two years . <specify: Either/Any> signatory may terminate their organization's participation in the agreement for any reason at any time, provided they give 30 days' written notice. This agreement may be modified at any time with the written concurrence of <specify: both/all> signatories.

Signed this <date> day of <month>, <year>.

<Name>

**Assistant Commissioner** 

Regulatory Programs

<Name>

<Title>

<Organization Name>

# Appendix B: Guidelines for VOSH's Alliance Program Participants: Alliance Products and Other Alliance Projects

These guidelines establish expectations and procedures for activities that Alliances may conduct outside of routine outreach and dissemination, such as Alliance products and other projects.

Alliance participants, who are non-VOSH personnel, may develop products, such as fact sheets, case studies, posters, toolbox talks, safety manuals, training tools, videos, and best practice documents.

Alliance participants may also conduct other projects, such as training and concerted outreach events. These guidelines specify procedures that apply to Alliance participants' products and projects.

#### I. Overview of Product Goals, Messaging, and Other Characteristics

#### A. Goals

The principal goal of all Alliance products is to provide employers and workers tools and guidance to help eliminate and/or prevent workplace health and safety hazards. At a minimum, Alliance products will help employers comply with VOSH standards and regulations. Ideally, however, Alliance products should help employers go "beyond compliance" by adopting best practices for the industry(ies) or hazard(s) that are their focus.

Alliance products should add value to existing VOSH or other workplace safety and health materials, fill gaps where such materials do not exist, or address an emerging issue. Alliance products should be more than a simple re-packaging of existing materials, unless the purpose is to convey the information via new and potentially more effective means, such as adapting text to video or multimedia formats.

# B. Audiences, Language Criteria, and Key Messages

The audience for the product must be clearly defined and the products should be drafted with the audience in mind. The audiences are typically workers, employers, and/or occupational health and safety professionals. The products should use language and vocabulary appropriate to the target audiences, including translation for non-English-speaking segments of the workforce when appropriate.

Whatever their principal audience, products should always make clear that the employer has the primary responsibility under the law to provide a safe workplace. Products should not put the burden on employees to correct hazards, as they typically do not have control over the worksite, the equipment, or the rules in the workplace. Products must include information regarding employer responsibilities and worker rights under VOSH laws, standards and regulations.

#### C. Other Characteristics

Alliance products are developed by Alliance participants and are expected to receive wide dissemination, primarily by the Alliance participants (see section III.E). Alliance participants own the products but agree to make them available to the public for free. VOSH facilitates and supports Alliance participants' development of Alliance products and approves final products that are issued with the Alliance logo.

Alliance products should strive to fill gaps in, or improve upon, existing materials focused on the hazards or issues they address. For example, Alliance products may be entirely new products, substantive updates in content or effectiveness to existing materials, or a reworking of existing technical materials for different

audiences or purposes (such as for an industry lacking such materials tailored to its needs, translations of existing products for workers with limited English proficiency, or adaptations to different or complementary media, such as videos). The use of pictures, graphics or video material is strongly encouraged, whenever possible, to broaden the audience for which the products will be helpful.

The following are some examples of the types of products that Alliances have developed:

- Fact Sheets
- Cards
- Case Studies
- Posters
- Best Practice Documents
- Safe Operation Manuals or Procedures (or equivalent)
- Toolbox Talks
- Checklists
- Training Presentations
- Videos

#### II. Product Development Process

#### A. Product Proposals

VOSH must approve a product proposal before VOSH resources will be used to support an Alliance participants' development of a product. Alliance participants develop product proposals and submit them to the VOSH Alliance Coordinator. Proposed products should be aligned with an Alliance's goals and VOSH's priorities.

Alliance participants should use relevant data to help determine what products to develop, such as data that can help identify the most serious, widespread, or emerging hazards in a given industry or trade. Such data may include injury and illness rates, compliance or Consultation Services data, workers' compensation data, and information about the known and suspected exposures to hazards in an industry, as well as best practice controls.

Before proceeding with the development of a product, the Alliance participants must submit a product proposal to the VOSH Alliance Coordinator with the following information:

- Topic.
- Product Type (e.g., fact sheet, toolbox talk, video, etc.).
- Need for Product: Describe how the product would add value to existing resources from VOSH and
  other organizations, how it would fill gaps in this existing information, or how it would address an
  emerging issue. Provide any data to support the development of the product, including any data on
  the hazard to be addressed.
- VOSH emphasis areas supported.
- Timeline: Proposed timeline for developing a draft.
- Dissemination: Describe how the product would be distributed to stakeholders.
- Metrics/Evaluation: Describe how you would track the reach/impact of the product (e.g., web hits, number distributed, survey, etc.).

VOSH reviews the proposal to assess whether developing the product would further the Alliance's goals and VOSH's priorities. The VOSH Alliance Coordinator promptly notifies the Alliance participants of VOSH's decision.

# B. Product Development

After VOSH approves a product proposal, the Alliance Program participants develop a draft product. VOSH's role during the development of the product is solely to respond to technical questions. Development of the final content and format of the draft product is the responsibility of the Alliance Program participants. Once a draft is developed, it will be shared with VOSH to initiate the review process. All Alliance partners must approve the finished work product for it to be considered final and sent to VOSH for review.

#### C. Review Process

The Alliance participants submit the draft product to VOSH's Alliance Coordinator. The VOSH Alliance Coordinator and VOSH subject matter experts review the draft Alliance product to ensure that it is consistent with the approved product proposal, is technically accurate, and is consistent with VOSH's policies and requirements, and resolve any concerns regarding the contents of the product with the Alliance participants. If the product addresses a high-profile or politically sensitive issue, or VOSH has questions about whether the product is consistent with agency priorities and audience/messaging guidelines (see section II B, above), the product may require additional review by the Assistant Commissioner for Regulatory Programs.

#### D. Product Promotion

After VOSH completes its review and approves an Alliance participants' product:

- The Alliance participant posts the product on the participants' web page. To enable VOSH to link to the products, the Alliance participants must post the product in a format that is in compliance with the federal government's web accessibility guidelines. This generally means that the products must be posted in html or PDF text-based formats, not image-based PDF format. Videos must be close-captioned. After the Alliance participants post the product, VOSH will add links to the product on VOSH webpages (Alliance and other relevant pages). VOSH will also consider promoting the product in DOLI News and Announcements and through social media.
- All Alliance participants are strongly encouraged to use other means of promotion, such as: 1) promoting or publishing the products through their newsletters, magazines, social media channels and other avenues; 2) distributing print or electronic copies of the products at events; 3) sending email alerts to their stakeholders; 4) making the products available to other interested stakeholders for distribution by them; and 5) distributing them through other outreach activities, such as conferences and similar events.

#### E. Updating Products

1. Active Alliances: Alliance participants should periodically review completed Alliance products. Active Alliance participants should review products at least every two years (or sooner if warranted, such as in response to the issuance of a new/revised VOSH standard or regulation addressed in the product) and report to VOSH one of the following: 1) no updates to the product are necessary, 2) there is a need to update or re-format the

product, or 3) the product should be discontinued. If the Alliance participants and VOSH agree that updates to a product are necessary, the Alliance participants will update the product and submit it to VOSH for review, which VOSH will conduct following the same review process described above (see sec. III.C.). Updated products will be counted as an activity under the Alliance.

2. Concluded Alliances: After an Alliance concludes, Alliance products are no longer considered Alliance products. The former Alliance participants remove the Alliance logo and revises the disclaimer (see section IV. A.). VOSH may continue to link to the product through the external link disclaimer.

#### F. Product Evaluation

In conjunction with the VOSH Alliance Coordinator, Alliance participants should design and implement ways to evaluate the impact of their Alliance products. This will often be an estimate of how many people received or viewed the product. Other evaluation methods may include surveys and the collection of anecdotal evidence of the product's impact.

#### III. Required Standard Language

#### A. Required Disclaimer

All Alliance products must include the following disclaimer:

Through the Alliance between VOSH and [insert name of Alliance participants], [insert name of Alliance participants] developed this [insert product type] for informational purposes only. It does not necessarily reflect the official views of VOSH or the Virginia Department of Labor and Industry. [insert Month/Year]

Once an Alliance concludes, the disclaimer language must be changed to:

Through the Alliance between VOSH and [insert name of Alliance participants], [insert name of Alliance participants] developed this [insert product type] for informational purposes only. This Alliance concluded in [insert Month/Year] and VOSH is no longer involved in maintaining this product. It does not necessarily reflect the official views of VOSH or the Virginia Department of Labor and Industry. [insert Month/Year]

B. Required Employer Responsibilities and Worker Rights Language

Alliance products must generally also include the following standard language on employer responsibilities and worker rights. This can be included, for example, in a box or section at the end of the product. This standard language is not required for products where space is limited, such as cards.

Under the VOSH laws, standards and regulations, employers are responsible for providing a safe and healthy workplace and workers have rights. VOSH can help answer questions or concerns from employers and workers. VOSH's Consultation Services Program offers free and confidential advice to small and medium-sized businesses, with priority given to high-hazard worksites. For more information, contact consultation@doli.virginia.gov, or visit www.doli.virginia.gov.

NOTE: The Alliance participants can determine whether to include the parentheticals that spell out the URLs in the standard language above. For example, it may be helpful to have the URLs spelled out if the product will be printed.

#### IV. Logos

Alliance products should include the Alliance logo and the logo of the Alliance participants. The Alliance logo is available by contacting the VOSH Alliance Coordinator.

#### V. Translations

In addition to making sure that Alliance products use language and vocabulary consistent with their target audiences, VOSH encourages Alliance participants to translate Alliance products into the primary languages of any important segments of the workforce in their industries. The Alliance implementation team should determine if the language(s) of the target workforce makes a product a good candidate for translation. Many Alliance products have been translated into Spanish because of the large number of Spanish-speaking workers in the U.S. workforce, but other languages may also be appropriate. Alliance participants can use the federal OSHA English-to-Spanish dictionaries to help with translation of certain OSHA terms: OSHA Dictionaries - English-to-Spanish and Spanish-to-English.

VOSH may review translated Alliance products for technical accuracy to the extent that resources permit. Alliance participants should submit draft translations to the VOSH Alliance Coordinator, who will forward the translation to the appropriate VOSH staff for review, resources permitting. If VOSH does not have staff available to review a translation, the Alliance participants may still translate the product. The translated product will not be considered an Alliance product, but the Alliance participants will be credited with a dissemination activity for making the product available to a non-English-speaking audience.

#### VI. Other Alliance Projects

In addition to developing products, Alliance participants may also undertake other projects, such as training and concerted outreach events. These guidelines specify procedures that apply to these projects, including proposals, tracking, and evaluation.

#### A. Proposals

To ensure that projects are aligned with an Alliance's goals and VOSH's priorities, Alliance participants must develop project proposals before initiating an Alliance project.

Alliance participants can submit project proposals by email to the VOSH Alliance Coordinator or more informally through discussions with the VOSH Alliance Coordinator. Project proposals are not required for recurring activities (e.g., stand-downs) that have previously been approved or for activities that directly support an agency initiative or campaign (e.g., stand-down in support of the Fall Prevention National Stand-down, event for Safe + Sound Campaign).

Alliance participants should use relevant data to help determine what projects to pursue, such as data that can help to identify and focus on the most serious, widespread, or emerging hazards in a given industry or trade. Such data may include injury and illness rates, compliance or Consultation Services data, workers' compensation data, and information about the known and suspected exposures to hazards in an industry, as well as best practice controls.

Project proposals should include the following information:

- Project Description
- Need for the Project: Describe how the project would add value to existing resources or activities by VOSH and other organizations. Provide any data to support the project.
- VOSH Emphasis Areas Supported

Timeline: Proposed timeline for completing the project.

VOSH reviews submitted proposals to assess whether the project would further the Alliance's goals and VOSH's priorities. The VOSH Alliance Coordinator promptly notifies the Alliance participants of VOSH's decision.

#### B. Project Management Plans

For selected projects, VOSH may request that the Alliance participants develop a project management plan in consultation with the VOSH Alliance Coordinator. Project management plans are not required for all Alliance projects but may be helpful for complex projects with longer timeframes or for projects that involve multiple participants in project development, promotion, and evaluation.

Project management plans include the information provided in the proposal, plus a listing of project team members, more detailed milestones and timelines for completion, methods for distributing or promoting the project, evaluation metrics, and a commitment of resources.

#### C. Project Evaluation

In conjunction with the VOSH Alliance Coordinator, Alliance participants will design and implement ways to evaluate the impact of their Alliance projects, including estimates of the number of people reached by the project. Other evaluation methods may include surveys and collection of anecdotal evidence of the project's impact.

Appendix C: Guidance for the use of the Alliance Logo



The VOSH Alliance Program logo is the property of the Virginia Department of Labor and Industry (DOLI) and not available for general use. The logo reflects that a product was developed as part of the VOSH Alliance Program for informational purposes only. It does not necessarily reflect the official views of VOSH or DOLI and should not be construed as an endorsement of the entity, its products or services. Use of the Alliance Program logo is reserved for VOSH and active Alliance Program participants.

The logo may not be used for fundraising or lobbying efforts or to imply that VOSH endorses a particular entity or its actions, products or services. The Alliance logo may only be used as it appears above. The Alliance Program logo can be used in the following capacities with the joint agreement of VOSH and Alliance Program participant(s):

#### VOSH-DEVELOPED ALLIANCE RESOURCES

#### Print Resources

VOSH-developed fact sheets for individual Alliances used for exhibiting

Note: The facts sheets must be "factual" and only focus on the Alliance Program and its products and activities.

- Alliance Review newsletter
- Banners and brochures developed by VOSH
- Stationery and letterhead

Note: VOSH can use stationery and letterhead with the Alliance logo. VOSH should control and limit the use of such stationary by other parties.

- "Give aways" such as pins and magnets
- The Annual Report on the Alliance Program

#### Online Resources

 VOSH Alliance Program and other VOSH web pages located at <u>www.doli.virginia.gov</u> that are related to the Alliance Program and indicate that Alliance Program participants helped develop or review the product

#### ALLIANCE PROGRAM PARTICIPANT-DEVELOPED RESOURCES

Note: Alliance Program participant products should be discussed by the Alliance Implementation Team.

#### **Print Resources**

• Products such as manuals, reports, studies, fact sheets and other publications that are developed in consultation with VOSH through the Alliance Program by Alliance Program participants

Note: The following disclaimer must appear on Alliance Program-developed products: Through the VOSH and Alliance, developed this for informational purposes only. It does not necessarily reflect the official views of VOSH or the Virginia Department of Labor and Industry. [Month/Year]

- Banners and brochures developed by Alliance Program participants
- "Give aways" such as pins and magnets

# Online Resources

• Web sites developed by Alliance Program participants

Note: The logo cannot be used to give the appearance that the Alliance Program participant's Web site is part of the VOSH Web site.

• PowerPoint presentations and videos developed in consultation with VOSH through the Alliance Program for information and/or training.

Note: The logo can appear on PowerPoin	it presentations and	videos provided they	are discussed by					
the Alliance Implementation Team. In addition, the following disclaimer must appear on the								
products: Through the VOSH and	_ Alliance,	_ developed this	for informational					
purposes only. It does not necessarily reflect the official views of VOSH or the Virginia								
Department of Labor and Industry. [Month/Year]								

# Appendix D: Alliance Ambassador Document Template



# Agreement establishing an Alliance Program Ambassador relationship between the Virginia Occupational Safety and Health program, Virginia Department of Labor and Industry and <organization name)>

Since entering into an Alliance on <initial date>, with subsequent renewal(s) on <date(s)>, the Virginia Department of Labor and Industry's (DOLI) Virginia Occupational Safety and Health (VOSH) program and <Organization Name(s)> have worked together to improve workplace health and safety by sharing information, guidance, and access to training resources that address occupational hazards, and promoting understanding of the rights of workers and the responsibilities of employers under Virginia laws, standards and regulations.

VOSH and <Organization Name(s) continue to recognize the value of maintaining a collaborative relationship to improve safety and health practices and programs in American workplaces and commit to continue their work together through an Alliance Program Ambassador relationship.

In recognition of this ongoing commitment, VOSH will continue to foster an active relationship with <Organization Name(s)> by:

- Providing routine communications on compliance, regulatory, and outreach initiatives.
- Sharing invitations to and offering opportunities to speak at VOSH Alliance Program and other agency stakeholder meetings or events, such as outreach and training activities.
- Engaging in information sharing and technical discussions, as appropriate, including completing special projects of mutual interest that align with agency priorities and as resources allow.
- Maintaining the organization's *<or* organizations'> status as Alliance Program Ambassador*<*s> on the agency's public webpage.

<Organization Name(s)> will continue to foster an active relationship with VOSH by:

- Sharing information with members and stakeholders on VOSH's initiatives (Compliance, Regulatory, and Outreach), and encouraging their participation in VOSH's outreach initiatives and rulemaking processes.
- Sharing information with members and stakeholders on occupational safety and health laws and standards, including the rights and responsibilities of workers and employers.
- Encouraging <Organization Name(s)> chapters/worksites to build relationships with VOSH Headquarters and Regional Offices to address health and safety issues.
- Sharing information with VOSH personnel and industry safety and health professionals regarding < Organization (Name(s)> good practices or effective approaches through training programs, workshops, seminars, and lectures (or any other applicable forum).
- Offering VOSH opportunities to speak, exhibit, or appear at one another's conferences, local meetings, or other <specify> events.

- Adhering to requirements laid out in the Alliance Program Directive regarding the prohibition on promoting or implying the agency's endorsement of their policies, products, or services, including acknowledging that they will not receive any preferential treatment related to any statutory function of the agency.
- Abiding by all terms and conditions for the use of the Alliance Program logo as specified in VOSH's *Guidelines for Use of the Alliance Logo*. See Appendix C.

VOSH's cooperative programs provide organizations an opportunity to participate in a voluntary, collaborative relationship with VOSH for purposes such as raising awareness of VOSH's initiatives, outreach, communication, training, and education. These programs have proven to be valuable tools for both VOSH and participants. By entering into this Ambassador relationship, VOSH is not endorsing or promoting, nor does it intend to endorse or promote, any of that organization's products or services.

This Ambassador relationship will remain in effect for the duration of an ongoing cooperative association and a good faith effort by <specify both/all> parties to meet the intent of this document and its underlying policies. <specify: Either/Any> signatory may terminate it for any reason at any time, provided they give 30 days' written notice. <*If Ambassador document will have multiple signatories, include this sentence:* Termination by one signatory will not nullify the Ambassador relationship with all signatories, with the exception of VOSH; VOSH may terminate the Ambassador relationship as a whole, or its relationship with one or more individual signatories.>

Signed this <date> day of <month>, <year>.

# Appendix E: Alliance Agreement Template: Mexican Consulates



Agreement establishing an Alliance between the Virginia Department of Labor and Industry's Virginia Occupational Safety and Health program and the Consulate of Mexico in <a href="color: blue;"><a href="colo

The Virginia Department of Labor and Industry's (DOLI) Virginia Occupational Safety and Health (VOSH) program <Specific Office(s)> and the Consulate of Mexico in <Location Name(s)>(the Consulate), hereinafter referred to collectively as "the Participants;"

**RECOGNIZING** the joint commitment to protect workers' rights for Mexican workers in the United States acknowledged in the Letter of Arrangement between the Occupational Safety and Health Administration of the Department of Labor of the United States of America and the Ministry of Foreign Affairs of the United Mexican States, concerning Workplace Safety and Health Protections Applicable to Mexican Workers in the United States, signed Washington, D.C., on September 2, 2021; and

**RECOGNIZING** that Virginia operates a state plan for occupational safety and health under a grant from the U. S. Department of Labor, and that VOSH's Alliance Program provides for the establishment of cooperative relationships for purposes such as training and education, outreach and communication, and promoting a national dialogue on workplace safety and health;

Intend to form an Alliance to achieve the following:

#### **Overall Objective**

The Participants intend to establish a collaborative relationship to provide Mexican Nationals in <insert location or consular circumscription> and others information, guidance, and access to education and training resources to promote workers' rights in protecting their occupational safety and health, and to help them understand U.S. domestic law on the rights of workers and the responsibilities of employers under Virginia laws, standards and regulations.

#### Training and Education

The Participants intend to work together to achieve the following training and education goals:

- To develop training and education programs for Mexican workers and Mexican employers in <specify location or consular circumscription > regarding workplace safety and health.
- To develop training and education programs for Mexican workers and Mexican employers in <specify location or consular circumscription > to promote understanding of workers' rights and responsibilities of employers under Virginia laws, standards and regulations, including the use of the VOSH complaint process.

#### **Outreach and Communication**

The Participants intend to work together to achieve the following outreach and communication goals:

- To develop information on the recognition and prevention of workplace hazards, and to develop ways of communicating such information (e.g., print and electronic media, electronic assistance tools, and links to VOSH's Alliance Program Web site from the Consulate's Web site) to Mexican Nationals working in <specify location or consular circumscription > and their employers.
- To speak, exhibit, or appear at the Participants' conferences, local meetings, or other events.
- To participate in "Mobile Consulate" activities and events.

# Promotion of a National Dialogue

The Participants intend to work together to achieve the following goals related to promoting a joint dialogue on workplace safety and health:

- To raise awareness of and demonstrate commitment to workplace safety and health and workers' rights under the OSH Act whenever leaders from the Participants address groups.
- To convene or participate in forums, roundtable discussions, or stakeholder meetings on issues affecting Mexican Nationals working in <specify location or consular circumscription > to help forge innovative solutions on issues concerning workplace safety and health and understanding of workers' rights and responsibilities of employers under Virginia laws, standards and regulations.

An implementation team made up of representatives of each Participant intends to meet to develop a plan of action, determine working procedures, and identify the roles and responsibilities of the Participants. In addition, the Participants intend to meet at least three times per year to track and share information on activities and results in achieving the goals of the Alliance.

Nothing in this Arrangement commits the Participants to the expenditure of any funds.

This Arrangement may commence upon signature by both Participants. This Arrangement may continue for two years from the date of signing. A Participant should endeavor to provide thirty (30) days advanced written notice of its intent to discontinue the Arrangement. This Arrangement may be modified in writing at any time by mutual consent of the Participants.

Signed at <insert city, state>, in duplicate, this <insert day of month (e.g. 12<sup>th</sup>)> day of <insert month, year>, in the English and Spanish languages.

For The Virginia Department Of Labor And Industry's Virginia Occupational Safety And Health Program:



For The Consulate of Mexico In <specify location>:

<Name> <Title>

# Appendix F: Alliance Agreement Template: Consulates from Countries Other Than Mexico



# Agreement establishing an Alliance between the Virginia Department of Labor and Industry's Virginia Occupational Safety and Health program and <organization name(s) (e.g., consulate general of xxx) >

[The opening paragraphs and overall goals may be modified to reflect the specifics of the Alliance, but in general should fit this model.]

The Virginia Department of Labor and Industry's (DOLI) Virginia Occupational Safety and Health (VOSH) program and <Organization Name(s) (e.g., Consulate General of xxx)>, hereinafter referred to collectively as "the Participants;"

[In the event the Alliance is with one or more Consulates that are party to a Letter of Arrangement with **federal OSHA** (Currently this includes Costa Rica, Dominican Republic, El Salvador, Guatemala, and Nicaragua), please complete and include the paragraph below.]

Recognizing the joint commitment to protect workers' rights for <insert name (e.g. Philippine)> workers acknowledged in the Letter of Arrangement between the federal Occupational Safety and Health Administration of the United States of America and the Ministry of Foreign Affairs of <insert formal country name>, signed at Washington, D.C., on <insert date>; and

Recognizing that Virginia operates a state plan for occupational safety and health under a grant from the U. S. Department of Labor, VOSH's Alliance Program provides for the establishment of cooperative relationships for purposes such as training and education, outreach and communication, and promoting a national dialogue on workplace safety and health;

Intend to form an Alliance to achieve the following:

# Overall Objective

The Participants intend to establish a collaborative relationship to provide <insert constituency (e.g. Dominican Nationals in New York)> and others information, guidance, and access to education and training resources to promote workers' rights in protecting their occupational safety and health, particularly with regards to <insert hazards and/or issues>, and to help them understand the rights of workers and the responsibilities of employers under VOSH laws, standards and regulations.

[The goals and objectives listed below are broken out by standard goal types (training and education, outreach and communication and promoting a national dialogue on workplace safety and health). To the extent possible, they should contain specifics. Delete any bullets that do not apply.]

## Training and Education

The Participants intend to work together to achieve the following training and education goal<s>:

[Following are model objectives for this goal. Delete any that do not apply and to the extent possible, make specific those that do, for example, by naming the type of course to be developed or the course content.]

- To develop training and education programs for <specify audience (e.g., Honduran Nationals in New York> regarding <specify hazard(s) or issue area(s)>.
- To develop training and education programs for <specify audience (e.g., Honduran Nationals in New York> to promote understanding of workers' rights and responsibilities of employers, including the use of the VOSH complaint process.
- To deliver or arrange for the delivery of <specify> courses.
- To develop workplace health and safety curricula on <specify>.

#### **Outreach and Communication**

The Participants intend to work together to achieve the following outreach and communication goal<s>:

[Following are model objectives for this goal. Delete any bullets that do not apply and to the extent possible, make specific those that do, for example, by naming specific conferences to attend or the audience(s) to be reached.]

- To develop information on the recognition and prevention of workplace hazards, and to develop ways of communicating such information (e.g., print and electronic media, electronic assistance tools, and links to VOSH's Alliance Web site from the Consulate's Web site) to <insert constituency (e.g. Ecuadorians in Little Rock)> and their employers.
- To speak, exhibit, or appear at the Participants' conferences, local meetings, or other events.
- To participate in "Mobile Consulate" activities and events.
- To share information among DOLI personnel and safety and health professionals regarding <specify Organization(s)> good practices or effective approaches and publicize results through outreach by <specify Organization(s)> and through materials, training programs, workshops, seminars, and lectures (or any other applicable forum) developed by the participants.

# Promotion of a National Dialogue

The Participants intend to work together to achieve the following goal<s> related to promoting a national dialogue on workplace safety and health:

[Following are model objectives for this goal. Delete any bullets that do not apply and to the extent possible, make specific those that do, for example, by naming specific topics/hazards to be addressed.]

 To raise awareness of and demonstrate commitment to workplace safety and health and workers' rights under VOSH laws, standards and regulations whenever leaders from the Participants address groups.

- To convene or participate in forums, roundtable discussions, or stakeholder meetings on <specify topic/hazard> to help forge innovative solutions on issues concerning workplace safety and health and understanding of workers' rights and responsibilities of employers under VOSH laws, standards and regulations.
- To share information on laws and standards, including those relating to workers' rights and responsibilities of employers <Where appropriate, insert the clause," which apply in (fill in State name)">.

An implementation team made up of representatives of each Participant intends to meet to develop a plan of action, determine working procedures, and identify the roles and responsibilities of the Participants. In addition, the Participants intend to meet at least three times per year to track and share information on activities and results in achieving the goals of the Alliance.

Nothing in this Arrangement commits the Participants to the expenditure of any funds.

This Arrangement may commence upon signature by both Participants. This Arrangement is intended to cease two years from the date of signing. A Participant should endeavor to provide thirty (30) days advance written notice of its intent to discontinue its participation in this Arrangement. This Arrangement may be modified in writing at any time by mutual consent of the Participants.

Signed at <insert city, state>, in duplicate, this <insert day of month (e.g. 12th)> day of <insert month, year> <Where appropriate, insert the clause ", in the English and (fill in the blank) languages">.

For the Virginia Department of Labor and Industry's Virginia Occupational Safety and Health Program, <specify> Office:

<name> <title>&lt;/th&gt;&lt;th&gt;&lt;/th&gt;&lt;th&gt;&lt;/th&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;For the Consulate of &lt;specify&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;tr&gt;&lt;td&gt;&lt;Name&gt; &lt;Title&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;td&gt;&lt;/td&gt;&lt;/tr&gt;&lt;/tbody&gt;&lt;/table&gt;</title></name>
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