



CHERIE BERRY  
COMMISSIONER OF LABOR

ROBBY JONES  
WEST COMPLIANCE BUREAU CHIEF  
OCCUPATIONAL SAFETY AND HEALTH DIVISION

January 22, 2015

Mr. Matt Schweitzer, Safety and Health Director  
City of Greensboro  
300 W. Washington Street  
Greensboro, NC 27402

Re: 317843076  
Executed Settlement Agreement

Dear Mr. Schweitzer,

Enclosed is a copy of the executed settlement agreement between the North Carolina Department of Labor Occupational Safety and Health Division and the City of Greensboro.

If you have already submitted your payment please disregard this paragraph. Upon receipt of this copy, please remit payment of penalties promptly to:

NC Department of Labor  
ATTN: Budget - Collections  
1101 Mail Service Center  
Raleigh, NC 27699-1101

**Pay online at [www.nclabor.com](http://www.nclabor.com). We accept MasterCard, VISA, E-Checks. You may also fax your payment to (919) 715-9094, or mail it to: N.C. Department of Labor, Budget and Management Division, 1101 Mail Service Center, Raleigh, NC 27699-1101.**

Should you have questions regarding the settlement agreement, please feel free to call me at 336-776-4461. Thank you for your cooperation in providing a safe and healthful workplace for your employees.

Sincerely,

Douglas Jones  
District Supervisor



**NORTH CAROLINA DEPARTMENT OF LABOR  
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH**

**OSH INSPECTION NO. 317843076**

**INFORMAL SETTLEMENT AGREEMENT**

This agreement is entered into by and between the Division of Occupational Safety and Health, North Carolina Department of Labor, (hereinafter "OSH Division), and the following employer:

**CITY OF GREENSBORO**  
(hereinafter "the employer")

The OSH Division and the Employer specifically agree to the following items:

1. The Employer maintains a place of business at the following address:  
  
300 W. Washington St.  
Greensboro, NC 27402
2. On **October 20 – December 29, 2014**, an OSH Division compliance officer conducted an inspection at a worksite where one or more of the Employer's employees were performing work.
3. Based on that inspection, the OSH Division issued a Citation and Notification of Penalty to the Employer (hereinafter referred to as a NCOSHA-2), a copy of which is attached on **January 15, 2015**, alleging violations of the Occupational Safety and Health Act of North Carolina and/or the standards and regulations promulgated thereunder.
4. This Agreement modifies the aforementioned NCOSHA-2 as follows:

<b>CITATION #</b>	<b>ITEM #</b>	<b>STANDARD #</b>	<b>ORIGINAL PENALTY</b>	<b>AMENDED PENALTY</b>
<b>ONE</b>	<b>1</b>	<b>1910.1001(e)(2)</b>	<b>3250.00</b>	<b>2100.00</b>
<b>TOTAL</b>			<b>3250.00</b>	<b>2100.00</b>

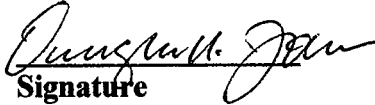
Citations items listed in the original NCOSHA-2 which are not hereby modified shall remain in effect.

5. In consideration of this Agreement, the Employer agrees to:
  - a. Pay the total penalty assessment of **\$2100.00**; and
  - b. Waive its rights under the Occupational Safety and Health Act of North Carolina, N.C.G.S. 95-124 to-155, to contest any citation item(s), penalty(ies), or abatement dates listed on the NCOSHA-2 before the Safety and Health Review Commission of North Carolina or any other tribunal; and
  - c. Continue any present safety program, including conducting periodic meetings with employees. During such meetings, employees should be able to communicate safety suggestions or complaints to their supervisor who will forward the information to the Safety Committee which shall include employee representation and will meet regularly to discuss safety issues and receive safety suggestions and complaints from employees. The Safety Committee shall make recommendations regarding safety to supervisors who will then present such information to employees at periodic meetings. The Employer agrees that members of the Safety Committee or employees who make suggestions or complaints to the committee shall have the same protection provided employees under the Retaliatory Employment Discrimination Act at Article 21, Chapter 95 of the North Carolina General Statutes.
6. The parties agree that this Agreement is a full and final settlement of all the claims set out in the underlying NCOSHA-2, and that it is an unappealable Final Order of the Commissioner that is subject to the provisions of NCGS 95-133(b) and 95-141.
7. The parties agree to bear their own attorneys' fees, costs and other expenses incurred to date in this matter.
8. This Agreement shall be prominently posted at or near such place(s) any violation(s) referred to in the original citation occurred and in close proximity to that original citation.

**WHEREFORE, the undersigned parties enter into and execute this Agreement.**

**This the 22nd day of January, 2015.**

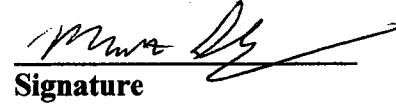
**For the OSH Division  
North Carolina Department of Labor**

  
Signature

**Douglas R. Jones**  
**Compliance Supervisor**

**Printed/Name Title**

**For the Employer**

  
Signature

**Matt Schweitzer**  
**Safety Manager**

**Printed Name/Title**