



Received by EHS

AUG 28 2017

CHERIE BERRY  
COMMISSIONER OF LABOR

OCCUPATIONAL SAFETY AND HEALTH DIVISION  
RALEIGH FIELD OFFICE

August 16, 2017

Mary Koza, EHS Director  
UNC AT CHAPEL HILL  
1120 Estes Drive Extension, Campus Box 1  
Chapel Hill, NC 27599

Re: 318107984  
Executed Settlement Agreement

Dear Mary Koza:

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

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.**

If the settlement agreement includes a payment plan, the first payment is due on the first day of the month following the signing of the agreement. In the event that the employer does not pay each monthly installment as agreed upon, all remaining payments shall become immediately due and payable, and the Commissioner retains the right to institute collection proceedings as allowed by law.

Should you have questions regarding the settlement agreement, please feel free to call me at 919-779-8570. Thank you for your cooperation in providing a safe and healthful workplace for your employees.

Sincerely,

Bruce Miles  
District Supervisor

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

OSH INSPECTION NO. 318107984

**INFORMAL SETTLEMENT AGREEMENT**

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

UNC AT CHAPEL HILL  
(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:  
103 South Building, Campus Box 9100, Chapel Hill, NC 27599
2. On 5/25/2017, 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 upon that inspection, the OSH Division issued a Citation and Notification of Penalty to the Employer (hereinafter referred to as a NCOSHA-2), on 7/17/2017. A copy of the referenced NCOSHA-2 is attached.
4. This Agreement modifies the aforementioned NCOSHA-2 as follows:

| <u>CITATION</u> | <u>ITEM</u> | <u>OLD PENALTY</u> | <u>NEW PENALTY</u> | <u>COMMENTS</u>       |
|-----------------|-------------|--------------------|--------------------|-----------------------|
| One             | 1           | \$2,250.00         | \$1,687.50         | 25% Penalty Reduction |
| One             | 2           | \$1,125.00         | \$843.750          | 25% Penalty Reduction |
| Two             | 1           | \$750.0000         | \$562.500          | 25% Penalty Reduction |
| Two             | 2           | \$00000.00         | \$000.000          | No Change             |

Citation 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. Certify that it has abated the above-referenced Citation Item(s) or will abate the above-referenced Citation Item(s) by the abatement date contained in such Citation(s);
  - b. Pay the total penalty assessment of \$3,093.75 pursuant to Paragraph 7 of this Agreement; and
  - c. 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 date(s) listed on the NCOSHA-2 before the Safety and Health Review Commission of North Carolina and/or any other tribunal.

- d. 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 the periodic meetings. The Employer agrees that all 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.

The Employer agrees: (a) The already established Energy Services Departmental Safety Committee will meet monthly or at a minimum of 10 times per year. Highlighting safe work practices and identifying opportunities for improvements; and (b) The Energy Service's Director will send out a quarterly email, highlighting the commitment to safety, with a workplace safety tip.

The University has already taken appropriate steps to abate the unsafe conditions noted in Citation 1, items 1 and 2. With respect to Citation 2, item 1, the University already posts the OSHA 300A equivalent report electronically on the website for its Environment, Health & Safety ("EHS") Department-and leaves the report posted year-round, not just from February 1-April 30, as required- but the University will agree, in addition, to post a hard copy of the OSHA 300A report from February 1-April 30 of each year in a reasonable number of locations on its Chapel Hill campus. With respect to Citation Two, item 2, the University has submitted a periodic inspection form, which is deemed satisfactory by NCDOL.

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 none of the foregoing agreements, statements or actions taken by the Employer shall be deemed an admission by the Employer of any of the allegations contained in the NCOSHA-2. The parties agree that in any subsequent proceeding brought by the North Carolina Department of Labor regarding matters covered by the Occupational Safety and Health Act of North Carolina or any matter involving the Retaliatory Employment Discrimination Act (Chapter 95, Article 21 of the North Carolina General Statutes), this Agreement shall have the full force and effect of a Final Order. The agreements, statements and actions taken herein are made solely for the purpose of settling this matter economically and amicably without litigation and shall not be used for any other purpose except for proceedings and matters arising under the Occupational Safety and Health Act of North Carolina or Article 21, Chapter 95 of the North Carolina General Statutes. This Agreement has been entered into prior to any notification by the Employer of the intent to contest a citation or the filing by the Employer of any notice relating to the time period established for abatement.
7. The parties agree to bear their own attorneys' fees, costs and other expenses incurred to date in this matter with the payment on the first day of the month immediately following the signing of this Agreement by the parties. In the event that the Employer does not pay as agreed upon, the Commissioner retains the right to institute collection proceedings as allowed by law. The Employer agrees to pay attorney's fees to the North Carolina Department of Labor in the event that collection proceedings must be instituted to collect the debt.
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 15<sup>th</sup> day of June, 2017

For the OSH Division:  
North Carolina Department of Labor



Signature

Bruce Miles/Compliance Supervisor  
Printed Name/Title

For the Employer.



Signature

Matthew M. Fajack/  
Vice Chancellor for Finance & Administration  
Printed Name/Title