

Citation 01 Item 001

29 CFR 1910.134(d)(1)(iii)

The Employer did not identify and evaluate the respiratory hazard(s) in the workplace; including a reasonable estimate of employee exposures to respiratory hazards and identification of the contaminant's chemical state and physical form:

- (a) In the facility, the employer did not conduct an exposure assessment prior to issuing and requiring the use of a North full face respirator model 5400 by an employee who was spray painting utilizing PROLANE (sic) Catalyst which contained Toluene-2,4-diisocyanate which has an established OSHA Permissible Exposure Limit (PEL) of .02 Parts Per Million (PPM) ceiling.

Steps Taken

- POLANE Catalyst removed from operations
- Less hazardous paint identified and purchased for use pending exposure analysis
- Exposure assessment conducted on 22 September 2015 by The EI Group

Citation 01 Item 002

29 CFR 1910.134(d)(1)(i)

Selection of appropriate respirators was not based on the respiratory hazard(s) to which the worker was exposed and user factors that affect respiratory performance and reliability:

- (a) In the facility, the employer did not select a respirator for employee use based on the respiratory hazards.

Steps Taken

- Selection of respiratory protection made on advisement by [REDACTED]
- Employee [REDACTED] trained in the important correlation of facial hair grooming and respirator effectiveness

Citation 01 Item 003

29 CFR 1910.134(e)(1)

The employer did not provide a medical evaluation to determine the employee's ability to use a respirator, before the employee was fit tested or required to use the respirator in the workplace:

- (a) In the facility, the employee conducting painting operations was not provided a medical evaluation to determine the employee's ability to use the North full face respirator model 5400 required by the employer to be worn while conducting painting operations.

Steps Taken

- Employee [REDACTED] provided a medical evaluation on 25 August 2015 prior to fit test

Citation 01 Item 004

29 CFR 1910.134(f)(1)

Employee(s) using tight fitting facepiece respirators were not fit tested prior to initial use of the respirator:

- (a) In the facility, the employer failed to ensure that fit testing was conducted prior to initial use of the North full face respirator model 5400 by the employee conducting painting operations.

Steps Taken

- Employee [REDACTED] provided a fit test on 25 August 2015 prior to any painting operations

Citation 01 Item 005

29 CFR 1910.134(k)(1)

The employer did not ensure that each employee could demonstrate knowledge of at least the elements in paragraphs (k)(1)(i) through (k)(1)(vii):

- (a) In the facility, the employer failed to provide training to employees on fitting instructions including demonstrations and practice in how the respirator should be worn, how to adjust it, and how to determine if it fits properly.

Steps Taken

- Training conducted in accordance with the written respiratory protection program on 17 September 2015

Citation 01 Item 006

29 CFR 1910.134(l)(1)

Evaluations of the workplace were not conducted to ensure the written respiratory protection program was being effectively implemented:

- (a) In the facility, the employer did not conduct evaluations of their established written respiratory program to ensure it was effectively implemented such as but not limited to: Conducting fit testing, Medical evaluation and Exposure Assessments.

Steps Taken

- Written respiratory protection program reviewed on 14 August 2015
- New title established for management of the respiratory protection program
- Areas of improvement noted and corrective actions complete

NORTH CAROLINA DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH DIVISION

OSH INSPECTION NO: 318002581

INFORMAL SETTLEMENT AGREEMENT

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

Aramark Healthcare Technologies, LLC
(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:

10510 Twin Lakes Pkwy
Charlotte, NC 28269

2. On August 10, 2015 – August 27, 2015, 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 "NCOSH-A-2" of September 1, 2015) alleging a violation of the Occupational Safety and Health Act of North Carolina and/or the standards and regulations promulgated thereunder.

This Agreement modifies the aforementioned NCOSH-A-2 as follows:

4. Citation 1 Item 3- Group with Citation 1 Item 1 and delete the penalty
Citation 1 Item 6- Group with Citation 1 Item 1 and delete the penalty

Total Penalty reduced from \$7,200.00 to \$4,800.00

5. Citation items listed in the original NCOSH-A-2 which are not hereby modified shall remain in effect.

6. In consideration of this Agreement, the Employer agrees to:

a. Improve and maintain an effective and comprehensive safety and health program. As part of the safety and health program, the Employer will conduct job hazard analyses of all tasks that might expose workers to hazards. The Employer will revise existing safety and health programs to thoroughly address issues resulting from this inspection;

b. Conduct safety training, as necessary, to ensure that all employees are adequately and effectively trained in the recognition and control or avoidance of hazards associated with their work environment. Provisions will be made for periodic retraining as needed;

c. Ensure that safety and health rules are enforced (by the Employer) through regular, scheduled and unscheduled, worksite inspections and established, documented progressive disciplinary procedures. The Employer will maintain records of all worksite inspections, audit, evaluations and disciplinary actions associated with safety and health issues;

d. Continue any present Safety Program, including conducting periodic safety meetings with employees at regular intervals. The Employer will actively encourage all workers to participate in workplace safety activities and will conduct safety meetings at least on a monthly basis. During such meetings, employees should be able to communicate safety suggestions or complaints to their supervisor;

e. Certify that it has abated the above-referenced Citation Item(s) or will abate the above-reference Citation Item(s) by the abatement date contained in such Citation(s).

Waiver: Its right, under the Occupational Safety and Health Act of North Carolina, Chapter 95A (NCOSH-1) to contest any citation item(s) identified on abatement date, listed on the NCOSH-1, before the Safety and Health Review Board of North Carolina and/or any court having jurisdiction.

f. The parties agree that this Agreement is a full and final settlement of all the claims set out in the underlying NCOSH-1 and non-contest agreement statement of actions taken by the Employer shall be deemed an admission by the Employer of any and all allegations contained in the NCOSH-1. The parties agree that no and 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.

8. Pay the total penalty assessment of **\$4,800.00 within 10 days** of signing this agreement and return confirmation of abatements as necessary.


9. 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 4th day of November, 2016.

For the OSH Division
NORTH CAROLINA DEPARTMENT
OF LABOR

For the Employer


POC FOR Lee Peacock

Lee Peacock NC OSH Compliance Supervisor
Printed Name/Title


Printed Name/Title (Aramark Healthcare Technologies, LLC)