

**U.S. DEPARTMENT OF LABOR
OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION**

In the Matter of: Bancroft Bags, Inc.

OSHA No: **1056608**

INFORMAL SETTLEMENT AGREEMENT

The undersigned Employer and the Occupational Safety and Health Administration (OSHA), in settlement of the above citation(s) and penalties which were issued on 10/07/2015, hereby agree as follows:

1. The Employer agrees to correct the hazards identified in the citations, or as amended below.

2. The Employer agrees to comply with all applicable abatement verification provisions of 29 C.F.R. § 1903.19, including but not limited to, all certification, documentation, and posting requirements. Abatement certification shall be accomplished within 10 calendar days after the abatement date by mailing a letter to Occupational Safety and Health Administration, 9100 Bluebonnet Centre Blvd., Suite 201, Baton Rouge, LA. 70809, stating that abatement has been completed, the date and method of abatement, and that affected employees and their representatives have been informed of the abatement. Any required abatement documentation shall be submitted along with the abatement certification.

3. The Employer agrees to pay the penalty in 12 monthly installments of \$ 3,500.00. The first payment will be due November 23, 2015. If the Employer fails to comply with any provisions of this settlement agreement (including the payment of penalties), any reduction in penalty, reclassification and/or withdrawal shall be null and void and all original penalties shall become payable along with appropriate fees, and interest.

4. The Employer and OSHA agree to amend the citations and penalties, if any, as follows:

<u>Citation/Item</u>	<u>Amendment</u>
1 / 1	Reduce penalty to \$4970.00
1 / 2	Item Withdrawn
1 / 3	Reduce penalty to \$2848.00
1 / 4	Reduce penalty to \$2848.00
1 / 5	Reduce penalty to \$2130.00
1 / 6	Reduce penalty to \$4970.00
1 / 7	Reduce penalty to \$4970.00
1 / 8	Reduce penalty to \$4970.00
1 / 9	Reclassify to other than serious; reduce penalty to \$0.00

1 / 10a	Reduce penalty to 5064.00
1 / 10b	Modify abatement date to December 18, 2015
1 / 11	Reduce penalty to \$2130.00
1 / 12	Reduce penalty to \$2130.00
1 / 13	Group with citation 1 items 14 and 15; reduce penalty to 4970.00
1 / 14	Group with citation 1 items 13 and 15
1 / 15	Group with citation 1 item 13 and 14

NEW PENALTY TOTAL: \$42,000.00

The withdrawal of Item 2 of Citation No.1 is not intended to affect the Secretary's interpretation of this standard nor its application to this employer.

5. The Employer promises to permit OSHA access to the workplace at issue herein subsequent to the date fixed for abatement for the specific and limited purpose of determining if the conditions described in the citations have been corrected.

6. The employer agrees to continue to comply with the applicable provisions of the Occupational Safety and Health Act of 1970 and the applicable safety and health standards promulgated pursuant to the Act.

7. Neither this settlement agreement nor the Employer's waiver of its right to contest pursuant to this agreement constitutes any admission by Employer of a violation of the Occupational Safety and Health Act or regulations or standards promulgated there under. This settlement agreement shall not be offered, used or admitted in evidence in any proceeding or litigation, whether civil or criminal other than proceedings brought by the United States Government. Employer is entering into said agreement without any prejudice to its rights to raise any defense or argument in any future or pending cases before the Occupational Safety and Health Review Commission. Employer retains the right to assert in any subsequent action or proceeding that any future existing conditions identical or similar to those alleged in the original citation or the citation as amended do not violate the Occupational Safety and Health Act or any standard promulgated there under. By entering into this agreement Employer does not admit the truth of any alleged facts, any of the characterizations of the Employer's alleged conduct or any of the conclusions set forth in the citation or amended citations issued in this matter.

8. The Employer, by signing this settlement agreement, hereby waives its rights to contest the above citation(s) and penalties, as amended in paragraph 4 of the Agreement.

9. The Employer agrees to immediately post a copy of this settlement agreement in a prominent place at or near the location of the violation(s) referred to in paragraphs 3 and 4 above. This Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.

10. Each party agrees to bear its own attorney's fees, costs and other expenses incurred by such party in connection with any stage of the above-referenced proceeding

including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.

11. The Employer agrees to implement the following measures:
 - a. Within 90 days of the last signature of this agreement, the Employer and the United Steelworkers will cooperate in the conduct of monthly safety and health inspections of the facility with the mutually agreed upon continuing objective of eliminating / controlling safety and health hazards to promote the prevention of occupational injuries and illnesses. Special attention will be paid to hazards that have been cited by OSHA. The inspections will be conducted by a group of people to be agreed upon by the Union and the Employer. The results of the monthly safety and health inspections will be posted on the Employer's bulletin boards along with an action plan to eliminate or control the hazards identified. The inspection will normally be scheduled and conducted during times when the Employer is running normal production and employees are at their normal assignments. Reports generated from these inspection are due once per quarter for a period of one (1) year from the date of the last signature of this agreement and will be sent to OSHA's Baton Rouge Area Office, the USW Local Union president and the USW International Union safety and health specialist.
 - b. Within 90 days of the last signature of this agreement, an OSHA 30-Hour Course in General Industry Standards will be provided for safety representatives, Local Union officers/stewards, plant leadership, and/or a limited number (no more than 12) of other personnel (both hourly and salary) as determined by the Employer and the United Steelworkers.
 - c. The Union and the Employer may voluntarily enter into a separate agreement to satisfy any of the requirements in subparagraphs 11a and 11b above.
 - d. Within 90 days of the last signature of this agreement, the Employer will take reasonable steps to employ and retain a full-time safety / health professional who has, at a minimum, expertise in the fields of machine guarding, and lockout/tagout procedures. If the Employer determines to satisfy this requirement with an existing employee who does not possess the requisite training and expertise, it will undertake the necessary training and education efforts to achieve the necessary expertise. In the event the Employer fails to employ a safety / health professional as described in this paragraph for any period of four (4) or more consecutive weeks during the one year following the last signature of this agreement, the Employer agrees to retain a safety consultant until the position is again filled.
 - e. Within 90 days of the last signature of this agreement the Employer will begin the process of relocating electrical disconnects.

- f. Within 90 days of the last signature of this agreement the Employer will begin the process of improving machine guarding by installing interlock systems as appropriate and feasible.

12. The parties agree that the Citation is hereby amended to include this settlement agreement and that the abatement measures set forth in Paragraphs 11a through 11e (including subparagraphs) of this settlement agreement shall be considered required abatement of the cited conditions. The parties further agree that the failure to perform any measures required in the Agreement may be cited as a failure to abate under Section 10(b) of the Act, 29 U.S.C. § 659(b), to the same extent as if these abatement measures had been set forth from the outset in the Citation issued in this matter.


13. The Employer agrees that this settlement agreement and the terms thereof shall be enforceable under Section 11(b) of the Occupational Safety and Health Act, 29 U.S.C. § 660(b). The Employer further agrees that the abatement measures set forth in Paragraphs 11a through 11e (including subparagraphs) of this settlement agreement shall be subject to a possible enforcement action brought by the Secretary pursuant to Section 11(b) of the Act, 29 U.S.C. § 660(b), to the same extent as if these abatement measures had been set forth from the outset in the Citations issued in this matter. The Employer agrees that it will not oppose the entry of such an order of enforcement by the United States Court of Appeals to which the Secretary presents this Agreement and supporting documents.

14. The Employer agrees to immediately post a copy of this settlement agreement in a prominent place at or near the location of the violation(s) referred to in paragraph 4 above. This Agreement must remain posted until the violations cited have been corrected, or for 3 working days (excluding weekends and Federal Holidays), whichever is longer.

15. Each party agrees to bear its own attorney's fees, costs and other expenses incurred by such party in connection with any stage of the above-referenced proceeding including, but not limited to, attorney's fees which may be available under the Equal Access to Justice Act, as amended.


For the Employer:

11/19/15
DATE


For the Union:

11-19-2015
DATE

Dorinda Folse

DORINDA FOLSE
For Occupational Safety
and Health Administration

11/20/15

DATE

NOTICE TO EMPLOYEES

The law gives you or your representative the opportunity to object to any abatement date set for a violation if you believe the date to be unreasonable. Any contest to the abatement dates of the citations amended in paragraph 3 of this Settlement Agreement must be mailed to the following address within 5 working days (excluding weekends and Federal Holidays) from receipt by the Employer of this Settlement Agreement.

U.S. Department of Labor
Occupational Safety & Health Administration
9100 Bluebonnet Centre Blvd., Suite 201
Baton Rouge, Louisiana 70809-2985

You or your representative also have the right to object to any of the abatement dates set for violations, which were not amended, provided that the objection is mailed to the office shown above within the 15-working-day period established by the original citation.