

**C. RAY DAVENPORT**  
Commissioner of Labor and Industry

**THE GOODYEAR TIRE AND RUBBER COMPANY**  
Inspection Numbers 1172502, 1178903, 1188576 and 1188569

### **PRE-CITATION SETTLEMENT AGREEMENT**

THIS AGREEMENT is entered into by the Commonwealth of Virginia, Commissioner of Labor and Industry (Commissioner), The Goodyear Tire and Rubber Company (Goodyear) and the United Steelworkers (United Steelworkers).

WHEREAS, on or about August 12, 2016, the Commissioner opened an inspection of the Goodyear's worksite in Danville, Virginia for inspection number 1172502;

WHEREAS, on or about September 20, 2016, the Commissioner opened an inspection of the Goodyear's worksite in Danville, Virginia for inspection number 1178903;

WHEREAS, on or about November 2, 2016, the Commissioner opened an inspection of the Goodyear's worksite in Danville, Virginia for inspection number 1188576;

WHEREAS, on or about November 2, 2016, the Commissioner opened an inspection of the Goodyear's worksite in Danville, Virginia for inspection number 1188569;

WHEREAS, Goodyear has filed a notice of contest of all abatement dates contained in inspection numbers 1172502 and 1178903 for the violations and penalties affirmed in this agreement (see Attachments A and B respectively), as provided by § 40.1-49.4 of the Code of Virginia; and

WHEREAS, the parties want to reach a pre-citation settlement on these cases in a way that will further, protect and promote the safety and health of the employees of Goodyear and avoid the time and expense of litigation;

NOW, THEREFORE, the parties agree to the following:

### **TERMS AND CONDITIONS OF PRE-CITATION SETTLEMENT AGREEMENT**

1. The parties agree that the provisions of this agreement are intended solely for the safety, health and welfare of Goodyear Danville's employees and the benefits thereof shall not run to any other person not a party to this agreement, nor shall any third party have any right of action for breach of any provision of this agreement, unless otherwise specifically provided for herein.

2. The violations and penalties for inspection numbers 1172502 and 1178903 as listed in Attachments A and B respectively are affirmed. The total penalties for inspection number 1172502 are \$986,600.00. The total penalties for inspection number 1178903 are \$9,600.00. Total for inspection numbers 1172502 and 1178903 is \$996,200.00. The method and manner of payment to the Commonwealth of Virginia will be addressed in the parties' Settlement Agreement which will be executed at or near the time of this agreement. Goodyear has contested all abatement dates for inspection numbers 1172502 and 1178903.

3. Inspection number 1188569 is closed with no citations issued.

4. Inspection number 1188576 is closed with no citations issued in exchange for Goodyear's revision and testing/verification of energy control procedures for Machine 4, Roll 1 in Department 1411 with respect to the types of energy isolating device(s) to be used with assigned individual lock(s); steps to dissipate steam or other residual energy; methods to verify the isolation of the equipment by operating the push button or other normal operating control(s) or by testing the to make certain the equipment will not operate; methods to return operating control(s) to neutral or "off" position after verifying the isolation of the equipment; and methods to be taken to return the machine to service after to the lockout/tagout process is complete.

5. The violations and penalties as affirmed in this agreement, and any new obligations contained in this agreement, are a final order of the Commissioner of Labor and Industry. Goodyear has contested all abatement dates for inspection numbers 1172502 and 1178903.

6. As further consideration for the modification of the terms of the original citation, Goodyear waives its right to contest for all cases covered by this agreement, as well as the remaining terms contained in this agreement.

7. Pursuant to *Virginia Administrative Code* § 16VAC 25-60-40(1), Goodyear shall post a copy of this agreement for ten (10) consecutive days in a conspicuous location where notices to employees generally are posted.

8. Goodyear represents that it is entering into this agreement of settlement in the spirit of conciliation and cooperation in an effort to avoid litigation. This agreement shall not be construed as an admission by Goodyear of civil or criminal liability for any violation or penalty alleged by the Commissioner. By entering into this agreement, Goodyear does not admit the truth of any alleged facts, any of the characterization of Goodyear's alleged conduct or any conclusions set forth in the citation(s) issued in this matter. Neither this agreement nor Goodyear's consent to entry of a final order of the Commissioner pursuant to this agreement shall constitute an admission by Goodyear of

violation of the Virginia Occupational Safety and Health (VOSH) laws, regulations or standards promulgated thereunder. Goodyear is entering into this agreement without any prejudice to its right to assert in any subsequent action or proceeding that any future existing conditions identical or similar to those alleged in the original citation do not violate the VOSH laws, regulations or standards promulgated thereunder.

9. Pursuant to Va. Code §40.1-51.3:2, the fact of an issuance of a citation, the voluntary payment of a civil penalty by a party or the judicial assessment of a civil penalty under Chapter 3 of Title 40.1 of the Code of Virginia shall not be admissible in evidence in the trial of any action to recover for personal injury or property damage sustained by any party, in which it is alleged that an employer acted in violation of or failed to act in accordance with any provision of Chapter 3 of Title 40.1, or any state or federal occupational safety and health law, standard or regulation. This agreement may be used for future enforcement proceedings and enforcement actions pursuant to Title 40.1 of the Code of Virginia.

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**THE GOODYEAR TIRE & RUBBER COMPANY**

By: Daniel T. Young  
Name: Daniel T. Young  
Title: Assistant Secretary

2/9/17  
Date

**UNITED STEELWORKERS**

By: \_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

**C. RAY DAVENPORT  
COMMISSIONER OF LABOR AND INDUSTRY**

By: \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**THE GOODYEAR TIRE AND RUBBER COMPANY**

By: \_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

**UNITED STEELWORKERS**

By: Thomas M. Conway  
Agent

February 9, 2017  
Date

**C. RAY DAVENPORT  
COMMISSIONER OF LABOR AND INDUSTRY**

By: \_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Date

**THE GOODYEAR TIRE AND RUBBER COMPANY**

By: \_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

**UNITED STEELWORKERS**

By: \_\_\_\_\_  
Agent

\_\_\_\_\_  
Date

**C. RAY DAVENPORT  
COMMISSIONER OF LABOR AND INDUSTRY**

By: C. Ray Davenport  
Commissioner

2/9/17  
Date

## ATTACHMENT 1

Inspection Number 1172502

### **Serious Citation 1, Item 1:**

1910.23(a)(8): A floor hole into which persons could accidentally walk was not guarded by either a standard guardrail system with a toeboard or a floor hole cover:

(a) Employees were exposed to falling through a floor hole in the drum room mezzanine. The floor hole was located near a fixed ladder to the mezzanine and the opening was approximately 32-36 inches wide. Employees were exposed to a fall of approximately seven (7) feet from the mezzanine to the drum room roof.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$6,300.00

### **Serious Citation 1, Item 2:**

1910.23(a)(8)(i): A complete guardrail system was not installed at all sides of a floor opening into which employees could have walked in:

(a) Alpha Shear #12 was being removed from service and the floor pit did not have full guardrails on all exposed sides.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$6,300.00

### **Serious Citation 1, Item 3:**

1910.23(c)(1): Open-sided floors four feet or more above adjacent floor or ground level were not guarded with standard railings (or equivalent) and toeboards:

(a) Guardrails were not installed for fall protection along the perimeter of the drum room roof on the side where the fixed ladder to the roof was installed. Employees were exposed to a fall of approximately fifteen (15) feet from the edge of the drum room roof.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$6,300.00

### **Serious Citation 1, Item 4:**

1910.23(c)(2): Runways four feet or more above floor or ground level were not guarded by standard railings (or the equivalent) and toeboards:

(a) Guardrails were not provided for fall protection along the sides of a runway located at the drum room mezzanine. Employees were exposed to a fall of approximately seven (7) feet to the drum room roof.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$6,300.00

**Serious Citation 1, Item 5:**

1910.147(c)(5)(ii)(D): Lockout tags did not indicate the identity of the employee applying the device:

(a) When lockout/tagout procedures were utilized, tags that were applied with locks did not identify the person who had locked out the machine or equipment. Instead of listing the authorized employee's name, the machine numbers were listed on the tags.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$6,300.00

**Serious Citation 1, Item 6:**

1910.147(c)(6)(i): An annual or more frequent inspection of the energy control procedure was not conducted to ensure that the procedure and requirements of this standard were followed:

a) Thirteen (13) alpha shears, each with multiple electrical disconnects and airline shut off valves, did not receive periodic inspections of the lockout/tagout procedures, at least on an annual basis to ensure that persons authorized to perform lockout/tagout understood the procedures and demonstrated their ability to perform the procedures accurately.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$7,000.00

**Serious Citation 1, Item 7:**

1910.147(c)(7)(i): Adequate training was not provided to ensure that the purpose and function of the energy control program was understood by employees:

(a) Training on machine specific lockout tagout procedures had not been provided to all employees authorized to perform lockout/tagout on the alpha shears and other similar equipment.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$7,000.00



**Serious Citation 1, Item 8:**

1910.147(d)(3): Energy isolating devices that were needed to control the energy to the machine or equipment were not physically located and operated in such a manner as to isolate the machine or equipment from the energy source:

(a) The following electrical disconnect boxes used for de-energizing alpha shears were installed approximately 17 feet above the floor surface and not readily accessible. A lift or ladder had to be used to access the disconnect boxes located at the following areas: Alpha Shear #4, Alpha Shear #5, Alpha Shear #6, Alpha Shear #7, Alpha Shear #9, Alpha Shear #11 and Alpha Shear #13.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$7,000.00

**Serious Citation 1, Item 9:**

1910.212(a)(5): The employer did not ensure that openings in fan blade guards, where the periphery of the blades was less than seven feet above the floor or working level, did not exceed one half inch:

(a) A large "UtilitTech" brand personnel cooling fan had six screws missing on the right hand side of the fan blade guard. The missing screws caused the blade guard to be loose and created an opening greater than a half inch.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 10:**

1910.219(c)(4)(i): Projecting shaft ends that were more than one half (1/2) the diameter of the exposed shaft were not guarded:

(a) Employees were exposed to an unguarded rotating shaft at alpha shear #4. The unguarded portion of the shaft was three and one half (3-1/2) inches long and the diameter of the shaft was one and one half (1-1/2) inches.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 11:**

1910.303(f)(2): Each service, feeder, and branch circuit, at its disconnecting means or overcurrent device, was not marked with correct identifying information:

- (a) At alpha shear #5, an electrical disconnect that labeled as E-1 should have been labeled E-2.
- (b) At alpha shear #7 an electrical disconnect that was labeled as E-2 should have been labeled E-3.
- (c) At alpha shear #9 an electrical disconnect that was labeled as P-3 should have been labeled AV-3.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 12:**

1910.303(f)(4): Electrical disconnects did not function properly and were not capable of accepting a lock (disconnecting means required by this subpart shall be capable of being locked in the open position):

- (a) An electrical disconnect at alpha shear #7 was broken and could not be locked out.
- (b) An electrical disconnect at alpha shear #8 was broken and could not be locked out.
- (c) An electrical disconnect at alpha shear #11 was broken and could not be locked out.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 13:**

1910.304(g)(5): The path to ground from circuits, equipment, and enclosures was not permanent, continuous, and effective:

- (a) The ground pin was missing from an Ultitech fan available for use at alpha shear #14.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 14:**

1910.305(b)(1)(ii): Unused openings in boxes, cabinets, or fittings were not effectively closed:

- (a) Alpha shear #1 had an electrical junction box with a missing knockout plug. The junction box was located on columns KE 41.
- (b) An electrical box at alpha shear #5 had two knockouts plugs missing.
- (c) At alpha shear #7 at the operator's panel, opening was not effectively closed.
- (d) Alpha shear #8 had seven knockouts missing.
- (e) At alpha shear #9 a junction box at the wind up area had a knockout plug missing.

- (f) Alpha shear #11 had one knockout plug that was missing.
- (g) At alpha shear #7 RTN62 one knockout plug was missing.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Serious Citation 1, Item 15:**

1910.305(b)(2)(i): Faceplates were not provided for all outlet boxes in completed installations and bushings were not provided where electrical cords passed through openings in electrical boxes:

(a) An opening in a metal electrical panel, located at alpha shear #4, did not have a bushing to protect the electrical wiring from abrasion where wires passed through an opening in the electrical panel.

(b) At alpha shear #1 an LB cover was missing from a LB conduit body, exposing the electrical wiring inside.

Date by Which Violation Must be Abated:        March 2, 2017  
Final Penalty:                \$6,300.00

**Willful Citation 2, Items 1 and 2, are grouped for purposes of citation issuance and settlement:**

**Willful Citation 2, Item 1 (grouped with Willful Citation 2, Item 2):**

1910.147(c)(4)(i): Procedures were not developed, documented and utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section.

a) On August 12, 2016, an electrician entered inside Alpha Shear #16 to adjust a proximity switch without being locked out and was fatally injured.

b) On August 30, 2016, an operator entered inside the interlocked safety cage of Alpha Shear #16 without the shear being locked out.

c) On September 13, 2016, a pipefitter entered inside the interlocked safety cage of Alpha Shear #16 without the shear being locked out.

d) On September 15, 2016, a maintenance person was working inside Alpha Shear #5 on the cutter head area without the Alpha Shear being locked out.

e) On September 13, 2016, an operator entered inside the interlocked safety cage of Alpha Shear #14 without the shear being locked out.

f) On September 15, 2016, Alpha Shear #1 was not deenergized after the Goodyear machine specific lockout procedure was complete.

Date by Which Violation Must be Abated: March 2, 2017  
Final Penalty: \$140,000.00

Willful Citation 2, Items 1 and 2 are grouped into a single violation and affirmed with a penalty of \$140,000.00 and will be reduced to serious upon Goodyear Danville's good faith application to Virginia VPP within the period of three years and six months to five years from the effective date of this agreement. The penalty of \$140,000.00 shall attach to Willful Citation 2, Item 1.

**Willful Citation 2, Item 2 (grouped with Willful Citation 2, Item 1):**

1910.147(c)(4)(ii): Procedures did not clearly and specifically outline the scope, purpose, authorization, rules, and techniques to be utilized for the control of hazardous energy, and the means to enforce compliance as provided in 1910.147(s)(4)(ii)(A) through (D):

a) Written lockout procedures did not accomplish a complete de-energization of the Alpha Shears 1, 5, 6, 7, 9, 11, 12, 13, 14, 15, and 16.

b) Written procedures did not fully describe how Alpha Shears 1, 5, 6, 7, 9, 11, 12, 13, 14, 15, and 16. should be tested to verify that the alpha shears were de-energized before any service or maintenance work was performed.

Date by Which Violation Must be Abated: March 2, 2017

Willful Citation 2, Items 1 and 2 are grouped into a single violation and affirmed with a penalty of \$140,000.00 and will be reduced to serious upon Goodyear Danville's good faith application to Virginia VPP within the period of three years and six months to five years from the effective date of this agreement. The penalty of \$140,000.00 shall attach to Willful Citation 2, Item 1.

**Willful Citation 2, Items 3 and 4, are grouped for purposes of citation issuance and settlement:**

**Willful Citation 2, Item 3 (grouped with Willful Citation 2, Item 4):**

1910.147(d)(2): Equipment or machinery was not turned off or shut down using the procedures established for the machine or equipment:

a) On August 12, 2016, an electrician was fatally injured while adjusting the proximity switch located near the cutter wheel "home" position of the Steelastic brand Alpha Shear #16. As the victim leaned into the alpha shear #16 to make the proximity switch adjustment, the cutter wheel activated and returned to the home position, striking the victim.

b) Alpha Shears 1, 5, and 14

Date by Which Violation Must be Abated: March 2, 2017

Willful Citation 2, Items 3 and 4 are grouped into a single violation and affirmed with a penalty of \$750,000.00 and will be reduced to serious upon Goodyear Danville's good faith application to Virginia VPP within the period of three years and six months to five years from the effective date of this agreement. The penalty of \$750,000.00 shall attach to Willful Citation 2, Item 4.

**Willful Citation 2, Item 4 (grouped with Willful Citation 2, Item 3):**

1910.147(d)(6): The employer did not ensure prior to starting work on machines or equipment that had been locked out or tagged out, the authorized employee verified that isolation and deenergization of the machine or equipment had been accomplished. Alpha Shears 1, 5, 6, 7, 9, 11, 12, 13, 14, 15, and 16.

Date by Which Violation Must be Abated: March 2, 2017

Final Penalty: \$750,000.00

Willful Citation 2, Items 3 and 4 are grouped into a single violation and affirmed with a penalty of \$750,000.00 and will be reduced to serious upon Goodyear Danville's good faith application to Virginia VPP within the period of three years and six months to five years from the effective date of this agreement. The penalty of \$750,000.00 shall attach to Willful Citation 2, Item 4.

## ATTACHMENT 2

Inspection Number 1178903

### **Serious Citation 1, Item 1:**

1910.23(c)(1): An open-sided platform that was more than four feet above a concrete floor was not guarded with standard railings (or equivalent) and toeboards:

(a) Guardrails or other effective means of fall protection were not provided at an opening in the work platform near a sensor on the Wig Wag #8 that had to be cleaned periodically.

When cleaning the sensor or performing any other task that required the sliding gates to be opened, employees were exposed to falling through the platform opening to the concrete floor below the Wig Wag. The fall distance was approximately ten (10) feet.

Date by Which Violation Must be Abated:      March 2, 2017  
Final Penalty:                      \$6,300.00

### **Serious Citation 1, Item 2**

1910.157(c)(1): A portable fire extinguisher was not readily accessible without subjecting employees to injuries:

(a) A portable fire extinguisher mounted on a column labeled 1815 was blocked on all sides with materials that had been stored around it, and was not readily accessible without subjecting employees to injuries.

Date by Which Violation Must be Abated:      March 2, 2017  
Final Penalty:                      \$3,300.00

**Total for all cases:                      \$996,200.00**