

C. RAY DAVENPORT
Commissioner of Labor and Industry

THE GOODYEAR TIRE AND RUBBER COMPANY
Inspection Numbers 1089281, 1136814, 1139753, 1143317, 1145281, 1168732, 1172502
and 1178903

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 February 25, 2016, the Commissioner issued citations (inspection number 1089281) to Goodyear alleging three serious violations of the Virginia Occupational Safety and Health (VOSH) Standards for General Industry and assessing \$16,975.00 in proposed penalties;

WHEREAS, on or about September 28, 2016, the Commissioner issued citations (inspection number 1136814) to Goodyear alleging one serious violation of §40.1-51.1.A and assessing \$7,000.00 in proposed penalties;

WHEREAS, on or about October 7, 2016, the Commissioner issued citations (inspection number 1139753) to Goodyear alleging two serious and two willful violations of the VOSH Standards for General Industry and assessing \$152,600.00 in proposed penalties;

WHEREAS, on or about October 7, 2016, the Commissioner issued citations (inspection number 1143317) to Goodyear alleging two serious violations of §40.1-51.1.A, and eighty-seven serious and four willful violations of the VOSH Standards for General Industry, and assessing \$847,200.00 in proposed penalties;

WHEREAS, on or about October 7, 2016, the Commissioner issued citations (inspection number 1145281) to Goodyear alleging twenty-six serious and three other-than-serious violations of the VOSH Standards for General Industry and assessing \$165,200.00 in proposed penalties;

WHEREAS, on or about October 7, 2016, the Commissioner issued citations (inspection number 1168732) to Goodyear alleging one serious violation of §40.1-51.1.A and assessing \$7,000.00 in proposed penalties;

WHEREAS, on or about February 9, 2017, the parties entered into a pre-citation settlement agreement (inspection number 1172502), an executed copy of which is attached as ATTACHMENT A affirming fifteen serious and two grouped willful violations of the VOSH Standards for General Industry and \$986,600.00 in penalties;

WHEREAS, on or about February 9, 2017, the parties entered into a pre-citation settlement agreement (inspection number 1178903) (ATTACHMENT A) affirming two serious violations of the VOSH Standards for General Industry and \$9,600.00 in penalties;

WHEREAS, Goodyear has filed a timely notice of contest of all violations, penalties and abatement dates for inspection numbers 1089281, 1136814, 1139753, 1143317, 1145281, and 1168732; and for the abatement dates contained in inspection numbers 1172502 and 1178903, as provided by § 40.1-49.4 of the Code of Virginia; and

WHEREAS, the parties want to reach a 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 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. Upon full execution of the agreement the Commissioner will modify the penalties and citations as follows:
 - a. Inspection Number 1089281, proposed violations and penalties affirmed as referenced in ATTACHMENT B. The total penalty is affirmed at \$16,975.00.
 - b. Inspection Number 1136814, proposed violation and penalty vacated as referenced in ATTACHMENT B.
 - c. Inspection Number 1139753, proposed violations and penalties amended as referenced in ATTACHMENT B. The total penalty is affirmed at \$89,600.00.
 - d. Inspection Number 1143317, proposed violations and penalties amended as referenced in ATTACHMENT B. The total penalty is affirmed at \$545,025.00.
 - e. Inspection Number 1145281, proposed violations and penalties amended as referenced in ATTACHMENT B. The total penalty is affirmed at \$95,200.00.
 - f. Inspection Number 1168732, proposed violation and penalty affirmed as referenced in ATTACHMENT B. The total penalty is affirmed at \$7,000.00.

g. Inspection number 1172502, the parties agree that the contested abatement of serious violations 1 through 15 and grouped willful items 1 and 2 will be resolved using the procedures referenced in paragraph 5 below.

h. Inspection number 1178903, the parties agree that the contested abatement of serious violations 1 and 2 will be resolved using the procedures referenced in paragraph 5 below.

3. The total affirmed penalties in the pre-citation settlement agreement (ATTACHMENT A - \$996,200.00) and in this settlement agreement (\$753,800.00) amount to \$1,750,000.00. Goodyear shall pay the sum of \$1,000,000.00 to the Commonwealth within thirty days of the execution of this agreement. The check or money order will be made payable to the "Treasurer of Virginia," with the VOSH inspection numbers 1089281, 1139753, 1143317, 1145281, 1168732, 1172502 and 1178903 noted on the payment. The remaining affirmed penalty amount of \$750,000.00 may be retained by Goodyear for the uses specified in paragraphs 4 through 14 below (the "Retained Penalties"). Any unspent monies of the Retained Penalties will be paid to the Commonwealth within five years and thirty days from the effective date of this agreement, unless otherwise agreed to by the parties in writing.

4. The parties agree that \$375,000 of Retained Penalties will be retained by Goodyear for dedicated use for assuring, verifying and certifying abatement of affirmed violations for inspection numbers 1089281, 1136814, 1139753, 1143317, 1145281, 1168732, 1172502 and 1178903.

5. The Parties agree that the following procedures will be followed for abatement of all affirmed violations:

a. The requirements contained in the Virginia Occupational Safety and Health (VOSH) Abatement Verification regulation at 16VAC25-60-307 shall apply to verification and certification of abatement.

b. Unless an affirmed violation was previously acknowledged by the Commissioner in one of the issued citations covered by this agreement as abated at the time of inspection, Goodyear shall assure abatement of all affirmed violations by the abatement period specified in the respective citation; or in accordance with the procedure established in paragraph 5.f. below; or Goodyear shall submit a petition for Extension of Abatement Time in accordance with 16VAC25-60-320.

c. The Parties agree that should Goodyear choose to submit a petition for Extension of Abatement Time on any violation affirmed in this agreement, it shall do so in accordance with the procedures contained in 16VAC25-60-320, or as modified by agreement of the parties in paragraph 5.f. below.

- d. For a period of 6 months after the effective date of this agreement or, as provided in 16VAC25-60-320.A, while an extension of abatement is in effect, the Commissioner will not seek to cite Goodyear for failure to abate the violation in question.
- e. As provided in 16VAC25-60-320.G-I, Goodyear and the United Steelworkers are afforded the opportunity to appeal abatement decisions of the Commissioner in accordance with Va. Code §2.2-4019 and 2.2-4012 of the Virginia Administrative Process Act (APA).
- f. The parties agree that the following procedures may be used by Goodyear to address abatement of violations affirmed under this agreement:
- i. Goodyear and the United Steelworkers have prioritized each violation (including instances of violations) issued to date using occupational risk assessment principles and assigned such violations/instances to either Category 1 (requiring abatement within 30 calendar days); Category 2 (requiring abatement within 90 calendar days); or Category 3 (requiring abatement within 180 calendar days).
 - ii. For those violations/instances not yet abated under the prioritization schedule referenced in section 5.f.i. , Goodyear and the United Steelworkers will identify and implement interim protections to prevent employee exposure to the hazard(s) that was the subject of the cited violation/instance within the respective abatement time period (30 days, 90 days, 180 days).
 - iii. For those violations/instances affirmed by the pre-citation settlement agreement for inspection numbers 1172502 and 1178903, and for the lockout/tagout hazard that Goodyear has agreed to abate for inspection number 1188576, Goodyear and the United Steelworkers agree to, within ten (10) days of the effective date of this agreement, review each such violation/instance in accordance with the criteria in section 5.f.i. and assign it to the appropriate Category for abatement.
 - iv. Goodyear agrees that for any Category 1, 2 or 3 violation/instance that is not abated by the end of the respective abatement time period (30 days, 90 days, 180 days), it will submit an Extension of Abatement request to the Commissioner in accordance with the requirements of 16VAC25-60-320.

v. The parties agree that Goodyear will provide in regular intervals from the effective date of this agreement progress reports on abatement verification and certification meeting the requirements of 16VAC25-60-307 for each such violation/instance abated since the prior progress report. The documentation shall be provided to:

For Safety Inspections:

Lee Willis
VOSH Southwest Regional Safety Director
Virginia Department of Labor and Industry
Brammer Village
3013 Peters Creek Road
Roanoke, VA 24019

For Health Inspections:

Paul Saunier
VOSH Southwest Regional Safety Director
Virginia Department of Labor and Industry
Brammer Village
3013 Peters Creek Road
Roanoke, VA 24019

iv. The Commissioner reserves the right to review the prioritization list with Goodyear and the United Steelworkers to address any concerns about either the proper assignment of a violation/instance to a particular Category, or the appropriateness of the interim protections provided to employees.

v. Nothing in this agreement shall be construed to limit the Commissioner's enforcement authority under Title 40.1 of the Code of Virginia to address potential imminent danger situations that may arise at the Goodyear Danville site during or after the pendency of this agreement.

g. The Parties agree that confirmation of abatement of violations covered by this agreement can be achieved either by:

i. Option 1: Goodyear using a third-party independent auditor agreed to by the Parties; or

ii. Option 2: Using Goodyear Safety Committee Resources comprised of management and hourly Goodyear associates from locations outside

Danville. Such resources shall include an equal number of union representatives selected by the United Steelworkers.

6. Control of Hazardous Energy (Lockout/Tagout):

a. In addition to the requirements listed in paragraph 5 above, the Parties agree that within three months of the effective date of this agreement, Goodyear and United Steelworkers Local 831 (Local 831) will develop and jointly agree to a plan and schedule to meet the annual Periodic Inspection requirements of 1910.147(c)(6) for all machinery and equipment covered by the site's Control of Hazardous Energy (Lockout/Tagout) Program. Local 831 is free to provide the finalized plan to the Commissioner at its discretion.

b. In addition to complying with the specific requirements set forth in 1910.147(c)(6), the Parties agree that each piece of machinery and equipment covered by section 6. shall be tested in accordance with the schedule developed in section 6. against applicable written energy control procedures as required by 1910.147(c)(4). The test shall include shutdown, isolation, verification of isolation and proper application of locks/tags out in accordance with 1910.147(d). The test shall be observed by a management representative and a Local 831 Safety Committee representative.

c. In the event that the test is unsuccessful, Goodyear agrees to remove the piece of machinery or equipment from service until corrections are made and a successful test is completed.

7. The Commissioner reserves the right to make final decisions concerning the adequacy of abatement documentation provided in accordance with 16VAC25-60-307.

8. Goodyear agrees to consent for VOSH to conduct one or more monitoring inspections within the first 6 months of the agreement to assure completion of abatement of all affirmed violations.

9. Goodyear agrees that its Danville facility will complete the application for the Virginia Voluntary Protection Program (Virginia VPP) with a goal of three years and six months but no later than five years after the effective date of this agreement and thereafter to take all necessary steps to obtain approval from the Commissioner of Labor and Industry (hereinafter "Commissioner") to achieve Merit or Star status.

10. The parties recognize that due to unforeseen circumstances, and despite substantial compliance by both parties with the terms of this agreement, that completion of the Virginia VPP application might exceed the five-year time period specified for completion. In that event, and with the written agreement of both parties,

the time period for completion can be extended for a single period of an additional six months.

11. The parties agree that Goodyear will have fulfilled its obligations under this agreement with the good faith actions listed in paragraphs 9 and 10 above, even if the Commissioner ultimately chooses not to award VPP status to Goodyear's Danville site, or if Goodyear's Danville site is otherwise ineligible for VPP status for whatever good faith reason.

12. Goodyear agrees that within three months of the effective date of this agreement it will:

- a. Hire or designate a Virginia VPP Coordinator, whose primary duties will be directed at leading Goodyear's Danville site through the Virginia VPP application process.
- b. Establish a VPP Team consisting of members from management and the bargaining unit, with such representatives from each workshift. Bargaining unit representatives will be selected by the United Steelworkers Local 831 (Local 831).

13. The parties agree that \$375,000 in Retained Penalties will be retained by Goodyear for dedicated use for Virginia VPP-related expenses, to:

- a. Conduct an initial Employee Safety and Health Perception Survey of the Goodyear Danville site using the established United Steelworkers perception survey program within two months of the effective date of this agreement, and follow-up surveys annually to gauge progress on the development and implementation of Virginia VPP concepts and improvements in the site's safety and health management system. The results of the surveys will be provided to the Commissioner and the United Steelworkers within two weeks of completion.
- b. Conduct a comprehensive safety and health management system assessment of the Goodyear Danville site in conjunction with the United Steelworkers using Virginia VPP procedures and forms within three months of the effective date of this agreement, and annually thereafter as part of the VPP Annual Report process.
- c. Submit to the Commissioner, Local 831, and the United Steelworkers International Health, Safety and Environment Director an Annual Report by February 15 of each calendar year for the pendency of the agreement that conforms to the requirements of the Virginia VPP process.

- d. Host in the Danville, Virginia metropolitan area during calendar year 2017 a Virginia VPP Best Practices training day with a primary focus of machine guarding. The event will be made open to Virginia VPP sites and prospective applicants, selected local area businesses, and selected state and local government agencies.
- e. Host in the Danville, Virginia metropolitan area during calendar year 2018 a Virginia VPP Best Practices training day with a primary focus of lockout/tagout. The event will be made open to Virginia VPP sites and prospective applicants, selected local area businesses, and selected state and local government agencies.
- f. Host in the Danville, Virginia metropolitan area during calendar year 2019 a Virginia VPP Best Practices training day with a primary focus of electrical hazards and confined spaces. The event will be made open to Virginia VPP sites and prospective applicants, selected local area businesses, and selected state and local government agencies.
- g. Send management and bargaining unit representatives from the Goodyear Danville site to at least one scheduled VPP Best Practices day hosted by Virginia VPP sites other than Goodyear Danville during calendar years 2017 through 2019. Bargaining unit representatives will be selected by Local 831.
- h. Send management and bargaining unit representatives from the Goodyear Danville site to the Annual Virginia Occupational Safety and Health Conference during calendar years 2017 through 2019. Bargaining unit representatives will be selected by Local 831.
- i. Send management and bargaining unit representatives from the Goodyear Danville site to the Annual Occupational Safety and Health Administration (OSHA) Region III VPP Participant's Association (VPPPA) during calendar years 2017 through 2019. Bargaining unit representatives will be selected by Local 831.
- j. Send management and bargaining unit representatives from the Goodyear Danville site to the National VPPPA Annual meeting during calendar years 2017 through 2019. Bargaining unit representatives will be selected by Local 831.
- k. Send one management and one bargaining unit representative from the Goodyear Danville site to a certified VPP Special Government Employee (SGE) training session, and, if successful application is made by the attendees, to a swearing-in ceremony each year during the calendar years

2019 through 2021. Bargaining unit representatives will be selected by Local 831.

- l. Provide VOSH VPP with the Goodyear Danville sites' OSHA 300 logs during the period of this agreement. The first submission shall be within one month of the effective date of this agreement and proceed thereafter in no more than six (6) month intervals.
- m. Goodyear and the United Steelworkers agree to meet with Virginia VPP staff at a mutually agreeable location during the period of this agreement. The first meeting shall be within one month of the effective date of this agreement and proceed thereafter in no more than six (6) month intervals.
- n. The Parties agree that other acceptable Virginia VPP expenditures include joint Goodyear and United Steelworker mentoring visits to other VPP sites, employee training on VPP concepts, employee training on VPP safety and health management system (SHMS) elements, joint Goodyear and United Steelworker VPP self-evaluation of the Danville sites' SHMS, and other expenditures as agreed to in writing by the parties.

14. Goodyear agrees to submit to the Commissioner, Local 831 and the United Steelworkers International Health, Safety and Environment Director a yearly report detailing Virginia VPP-related expenses and an outstanding balance for the retained penalties.

15. As consideration for the modification of the terms of the original violations, penalties and abatement dates for the inspections covered by this agreement, Goodyear agrees to withdraw its original notices of contest filed with respect to the above styled cases and waives its right to contest the remaining terms contained in this agreement.

16. 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.

17. 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.

18. 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.

19. 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 Conway
Thomas M Conway
International Vice President (Administration)

February 28, 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

2/28/2017
Date

ATTACHMENT A

**Pre-Citation Settlement Agreement Commonwealth of Virginia,
Commissioner of Labor and Industry, The Goodyear Tire and Rubber
Company and the United Steelworkers Executed February 9, 2017.**

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

ATTACHMENT B

Goodyear Tire and Rubber Company

Inspection Number 1089281

Serious Citation 1, Item 1, is affirmed with a penalty of \$2,975.00.

Serious Citation 1, Item 2, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 3, is affirmed with a penalty of \$7,000.00.

Total for inspection number 1089281: \$16,975.00

Inspection Number 1136814

Serious Citation 1, Item 1, and the proposed penalty of \$7,000.00 are vacated.

Total for inspection number 1136814: \$0.00

Inspection Number 1139753

Serious Citation 1, Item 1, and the proposed penalty of \$6,300.00 are affirmed.

Serious Citation 1, Item 2, and the proposed penalty of \$6,300.00 are affirmed.

Willful Citation 2, Item 1, is reduced to serious with a penalty of \$7,000.00.

Willful Citation 2, Item 2, is affirmed with a penalty of \$70,000.00 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.

Total for inspection number 1139753: \$89,600.00

Inspection Number 1168732

Serious Citation 1, Item 1, is affirmed with a penalty of \$7,000.00.

Total for inspection number 1168732: \$7,000.00

Inspection Number 1145281

Serious Citation 1, Item 1, is reduced to other-than-serious with a penalty of \$3,150.00.

Serious Citation 1, Items 2 and 3 are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 2.

Serious Citation 1, Item 4, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 5, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 6, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 7, is reduced to other-than-serious and affirmed with a penalty of \$3,500.00.

Serious Citation 1, Item 8, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 9, and the proposed penalty of \$6,300.00 are vacated in exchange for Goodyear Danville's abatement of the item as provided in this agreement.

Serious Citation 1, Item 10, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 11, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 12, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 13, and the proposed penalty of \$6,300.00 are vacated in exchange for Goodyear Danville's abatement of the item as provided in this agreement, to include an alternative process involving use of a pump to prevent exposure to the confined space that was the subject of the violation.

Serious Citation 1, Item 14, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 15, 16, 17, 18 and 19 are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000 shall attach to Serious Citation 1, Item 15.

Serious Citation 1, Items 20 and 21, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 20.

Serious Citation 1, Items 22 and 23, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 22.

Serious Citation 1, Item 24, is reduced to other-than-serious and affirmed with a penalty of \$3,150.00 in exchange for Goodyear Danville's abatement of the item as provided in this agreement, to include addition of formaldehyde awareness training to its hazard communication program as required by §1910.1048(m)(1)(i).

Serious Citation 1, Items 25 and 26, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 25.

Other-Than-Serious Citation 2, Items 1, 2 and 3, are affirmed with no penalty.

Total for inspection number 1145281 : \$95,200.00

Inspection Number 1143317

Serious Citation 1, Item 1, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 2, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 3, is affirmed with a penalty of \$4,800.00.

Serious Citation 1, Item 4, is affirmed with a penalty of \$4,800.00.

Serious Citation 1, Item 5, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 6, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 7, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 8, is reduced to other-than-serious and affirmed with a penalty of \$1,650.00.

Serious Citation 1, Items 9 and 10, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 9.

Serious Citation 1, Item 11, is amended to an other-than-serious violation of § 1910.23(e)(3)(iv) and affirmed with a penalty of \$1,000.00, in exchange for Goodyear Danville's abatement of the item as provided in this agreement.

Serious Citation 1, Item 12, is reduced to other-than-serious and affirmed with a penalty of \$2,400.00.

Serious Citation 1, Items 13, 14 and 15, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 14.

Serious Citation 1, Item 16, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 17 and 19, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 17.

Serious Citation 1, Item 18, and the proposed penalty of \$6,300.00 are vacated.

Serious Citation 1, Item 20, is amended to an other-than-serious violation of § 1910.106(d)(4)(i) and affirmed with a penalty of \$1,000.00, in exchange for Goodyear Danville's abatement of the item as provided in this agreement.

Serious Citation 1, Items 21 and 23, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 21.

Serious Citation 1, Item 22, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 24, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 25, Instance a. is amended to a violation of 1910.132(a) and grouped with Serious Citation 1, Item 89 into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 89. Serious Citation 1, Item 25, Instances b. and c. are vacated.

Serious Citation 1, Item 26, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 27, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 28, 29 and 30, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 28.

Serious Citation 1, Item 31, is affirmed with a penalty of \$7,000.00.

Serious Citation 1, Item 32, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 33, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 34, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 35, and the proposed penalty of \$6,300.00 are vacated.

Serious Citation 1, Item 36, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 37, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 38, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 39, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 40, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 41, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 42, 43, 44 and 45, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 42.

Serious Citation 1, Item 46, is affirmed with a penalty of \$7,000.00, with the following exceptions:

Instances b, c and r will be jointly reviewed by the parties within fifteen days of the effective date of this agreement to determine feasibility of abatement at the point of operation during production activities. If abatement is determined to be feasible, the parties will jointly agree on the risk classification for the instance as elsewhere provided in this agreement; its abatement period; and alternative measures to protect employees from the hazard during the agreed to abatement period. If abatement is determined to be infeasible, the instance will be vacated.

Serious Citation 1, Item 47, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 48, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 49, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 50, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 51, 52 and 53, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 51.

Serious Citation 1, Items 54 and 55, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 55.

Serious Citation 1, Items 56 and 57, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 56.

Serious Citation 1, Items 58, 59 and 60, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 60.

Serious Citation 1, Item 61, is affirmed with a penalty of \$4,175.00.

Serious Citation 1, Item 62, is reduced to other-than-serious with a penalty of \$1,000.00.

Serious Citation 1, Item 63, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Item 64, is affirmed with a penalty of \$6,300.00.

Serious Citation 1, Items 65, 66, 67, 68, 69, 72 and 73, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 66.

Serious Citation 1, Items 70 and 71, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 71.

Serious Citation 1, Items 74 and 75, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 74.

Serious Citation 1, Items 76 and 77, are grouped into a single violation and affirmed with a penalty of \$6,300.00. The penalty of \$6,300.00 shall attach to Serious Citation 1, Item 76.

Serious Citation 1, Items 78, 79 and 80, are grouped into a single violation and affirmed with a penalty of \$7,000.00. The penalty of \$7,000.00 shall attach to Serious Citation 1, Item 80.

Serious Citation 1, Item 81, is reduced to other-than-serious and affirmed with a penalty of \$1,000.00.

Serious Citation 1, Items 82, 83 and 87, are grouped into a single violation and affirmed with a penalty of \$6,300.00. The penalty of \$6,300.00 shall attach to Serious Citation 1, Item 82.

Serious Citation 1, Item 84, is reduced to other-than-serious and affirmed with a penalty of \$1,000.00.

