

BEFORE THE NORTH CAROLINA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION
RALEIGH, NORTH CAROLINA

COMMISSIONER OF LABOR OF THE
STATE OF NORTH CAROLINA,

Complainant,

-vs-

BELFLEX STAFFING NETWORK, LLC,
and its successors,

Respondent.

) DOCKET NO.: OSHANC 2021-6366
) INSPECTION NUMBER:318208550
) CSHO ID: E3182

) CONSENT ORDER

FILED

FEB 13 2023

NC OSH Review Commission

The parties having appeared before the undersigned for a duly-noticed hearing, and having informed the undersigned hearing officer that they have reached a resolution of the citations issued in this matter, and the undersigned having reviewed the citations, the documents filed by the parties, and the representations of counsel, now pursuant to Rule .0507 of the Rules of Procedure adopted by the North Carolina Occupational Safety and Health Review Commissions, the undersigned makes the following:

FINDINGS OF FACT:

1. Respondent, BelFlex Staffing Network, LLC, is an Ohio limited liability company, which was authorized to do business in North Carolina. It is active and current and maintains a place of business in North Carolina.
2. On December 1, 2020, Greg Williams, an Occupational Safety and Health Officer with the North Carolina Department of Labor, conducted an inspection of Respondent's worksite located at 5617 Clyde Rhyne Drive in Sanford, North Carolina.

3. As a result of the inspection, on February 22, 2021, Complainant issued the following Citation:

CITATION NUMBER ONE (Serious)

<u>Item No.</u>	<u>Standard</u>	<u>Abatement Date</u>	<u>Penalty</u>
1	1910.212(a)(1)	Immediate	\$4,000.00

4. The Respondent submitted a timely Notice of Contest dated April 5, 2021.

5. The parties have mutually agreed to resolve the Citation(s) upon the following terms, and seek the undersigned's approval of the same:

- a. Respondent agrees that the violations alleged in the Citation and Notification of Penalty, as amended below, have been abated, and agrees to continue to use its best efforts to comply with the requirements of the Occupational Safety and Health Act of North Carolina (hereinafter referred to as "the Act").
- b. Complainant agrees to make the following amendments to the Citation items:
 - i. Delete Citation 1, Item 1 and its associated penalty.
- c. Without admitting any allegations of the Citation and Notice of Penalty, or waiving any defense to the Citation, Respondent agrees to the following:
 - i. Respondent shall visit the client or host site and perform a documented safety assessment;
 - ii. Respondent shall evaluate and view the work processes being conducted (including equipment and tools that will be used) for each position in which Respondent's employees could be reasonably expected to be placed;

- iii. Respondent shall modify the employee handbook to require placed employees to provide notification if their job duties change (including working with or on different equipment than initially assigned); and
 - iv. Respondent shall verify during regularly scheduled audits of client/host sites that employees have received training from the host employer for process-specific training and/or site-specific training.
- d. Each party agrees to bear its own attorney's fees, costs and other expenses that have been incurred in connection with these proceedings.
- e. The parties agree that this Stipulation and Notice of Settlement is a full and final settlement of the claims set out in the underlying Citation and Notification of Penalty, and none of the foregoing agreements, statements, stipulations and actions taken by the Respondent shall be deemed an admission by the Respondent of any of the allegations contained in the Citation and Notification of Penalty or waiver of defenses; provided, however, that in any subsequent proceeding with respect to matters covered by this Stipulation and Notice of Settlement brought directly under the Act by Complainant, this Agreement shall have the full force and effect of a final order. The agreements, statements, stipulations and actions herein are made solely for the purpose of settling this matter economically and amicably without further litigation and shall not be used for any other purpose except for proceedings and matters arising under the Occupational Safety and Health Act and Article 21, Chapter 95 of the North Carolina General Statutes.
- f. There are no other outstanding matters to be addressed in this proceeding.

- g. Neither party has received any notification from any employee indicating an intent to participate in or attend the hearing in this matter.
- 6. The foregoing terms are reasonable and supported by the underlying facts.
- 7. No outstanding issues remain to be resolved by a hearing of this matter.

Based on the foregoing, the undersigned makes the following

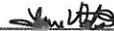
CONCLUSIONS OF LAW

- 1. This Court has jurisdiction over the parties and over the subject matter.
- 2. The parties' proposed resolution of this matter is consistent with the purpose and objectives of the Act.

NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

- 1. The parties' agreement, as set out above, is approved.
- 2. The parties shall comply with the terms and conditions set out above.


This the _____ day of **Feb 13, 2023**, 2023.


Laura Wetsch (Feb 13, 2023 17:35 EST)

Laura Wetsch
Hearing Examiner

CONSENTED TO:

JOSHUA H. STEIN, Attorney General


Rory Agan (Feb 13, 2023 16:50 EST)

Rory Agan
Special Deputy Attorney General
North Carolina Department of Justice
Post Office Box 629/Labor Section
Raleigh, NC 27602-0629

Telephone No. (919) 716-6680

ATTORNEYS FOR COMPLAINANT


Christine Adams (Feb 13, 2023 16:49 EST)

Christine Adams
Director of Risk & Compliance
BelFlex Staffing Network, LLC
832 South Ludlow Street, Suite 100
Dayton, Ohio 45402

Telephone No. (937) 586-5057

FOR RESPONDENT

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have this date served a copy of the foregoing ORDER upon:

CHRISTINE ADAMS
BELLFLEX STAFFING NETWORK, LLC
832 SOUTH LUDLOW ST.
SUITE 100
DAYTON, OH 45402

By depositing same in the United States Mail, Certified Mail, Return Receipt Requested, postage prepaid at Raleigh, North Carolina, and upon:

RORY AGAN
NC DEPARTMENT OF JUSTICE
LABOR SECTION
PO BOX 629
RALEIGH, NC 27602-0629

By depositing a copy of the same in the United States Mail, first class, postage prepaid at Raleigh, North Carolina, and upon:

NC DEPARTMENT OF LABOR
LEGAL AFFAIRS DIVISION
1101 MAIL SERVICE CENTER
RALEIGH, NC 27699-1101

via email to carla.rose@labor.nc.gov.

THIS THE 17 DAY OF February 2023.



Karissa B. Sluss
Docket and Office Administrator
NC Occupational Safety & Health Review Commission
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Raleigh, NC 27699-1101
TEL.: (919) 733-3589
NCOSHRC@labor.nc.gov