

[NC OSH Review Commission](#)

1. The Complainant, as Commissioner of Labor of the State of North Carolina, is charged by law with compliance with and enforcement of the provisions of the Occupational Safety and Health Act of North Carolina, Article 16, Chapter 95 of the General Statutes of North Carolina

**HASTINGS FORD, INC. DBA HASTINGS FORD**  
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(hereinafter “the Act”), including making inspections and issuing citations and other pleadings, and brings this action pursuant to N.C.G.S. §§ 95-133 et seq.

2. Pursuant to N.C.G.S. § 95-135, the Review Commission has jurisdiction over the parties and the subject matter to this action.

3. Hastings Ford, Inc. is a North Carolina corporation, authorized to do business in North Carolina on May 20, 1970; it is active in North Carolina, which does business as Hastings Ford in the State of North Carolina and maintains a place of business in Greenville, North Carolina. Respondent is in business as an auto dealership. Respondent is an “employer” within the meaning of N.C.G.S. Section 95-127(11); and Respondent’s employees referred to in this matter are “employees” within the meaning of N.C.G.S. Section 95-127(10).

4. On November 22, 2022, an Occupational Safety and Health Compliance Officer employed by the North Carolina Department of Labor, conducted an inspection of Respondent’s worksite located at 3013 East 10th Street, Greenville, North Carolina (the “Inspection”).

5. As a result of the Inspection, on January 31, 2023, Complainant issued one citation with eighteen items carrying the following proposed abatement dates and penalties in the Citation and Notification of Penalty (hereafter referred to as the “Original Citation”):

**CITATION NUMBER ONE (NonSerious)**

Item	Standard	Abatement Date	Penalty
1	29 CFR 1910.132(d)(2)	Corrected during insp.	\$0.00
2a	29 CFR 1910.303(b)(1)(i)	Corrected during insp.	\$750.00
2b	29 CFR 1910.303(b)(1)(ii)	Corrected during insp.	\$0.00
2c	29 CFR 1910.303(g)(2)(i)	Corrected during insp.	\$0.00
3	29 CFR 1910.304(g)(5)	Corrected during insp.	\$0.00
4a	29 CFR 1910.305(g)(1)(iv)(A)	Corrected during insp.	\$0.00
4b	29 CFR 1910.305(g)(1)(iv)[C]	Corrected during insp.	\$0.00
4c	29 CFR 1910.305(g)(1)(iv)(D)	Corrected during insp.	\$0.00
5	29 CFR 1910.305(j)(2)(iv)	Corrected during insp.	\$0.00
6a	29 CFR 1910.334(a)(2)(i)	Corrected during insp.	\$0.00
6b	29 CFR 1910.334(a)(2)(ii)	Corrected during insp.	\$0.00
7	29 CFR 1910.1200(f)(6)(ii)	Corrected during insp.	\$0.00
8a	29 CFR 1910.1200(g)(8)	Corrected during insp.	\$0.00
8b	29 CFR 1910.1200(g)(11)	Corrected during insp.	\$0.00
9a	29 CFR 1910.1200(h)(1)	Corrected during insp.	\$0.00
9b	29 CFR 1910.1200(h)(2)(i)	Corrected during insp.	\$0.00
9c	29 CFR 1910.1200(h)(2)(iii)	Corrected during insp.	\$0.00
10	29 CFR 1910.1200(h)(3)	Corrected during insp.	\$0.00
		<b>TOTAL:</b>	<b>\$750.00</b>

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6. Respondent submitted a timely notice of contest dated March 22, 2023.
7. The Hearing in this matter was scheduled pursuant to Rules of Procedure of the Safety and Health Review Commission of North Carolina (the "Rules").
8. Complainant and Respondent have no objection, either procedural or otherwise, to this Hearing; waive the making of a transcript; and consent to the conduct of this Hearing by the Undersigned and consent to entry of this Final Order.
9. Respondent confirms that the Original Citation and the Hearing Notice have been posted as required by the Rules.
10. Neither Complainant nor Respondent have received notification from any affected employee that such employee, or its representative, wishes to have a say in, or participate as a party in, this matter, or has any objections in connection with this matter including without limitation objection to the reasonableness of any abatement period.
11. Respondent agrees that the violations alleged in the Original Citation 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.
12. Respondent further agrees to:
  - a. Complete a written personal protective equipment assessment using the form that is available on the NCDOL website and attached in Appendix A of this Order; and
  - b. Develop and (or) continue with the present safety and health program that includes conducting worksite safety and health inspections for the identification of worksite hazards. Hazards observed shall be immediately corrected and employees provided with training and information on those hazards found within their work areas.
13. Respondent agrees to pay the new total penalty as modified by Complainant's Motion below in the amount of **\$487.50 within thirty (30) days of the date of this Final Order**. In the event Respondent does not pay the penalty as agreed upon, Complainant retains the right to institute collection proceedings as allowed by law. Respondent agrees to collection proceedings to collect the debt. Payment is to be by check payable to the North Carolina Department of Labor, OSHA Division (identifying Inspection No. **318255858**) and mailed to North Carolina Department of Labor, Financial Services Division. ATTN: Collections Division, 1101 Mail Service Center, Raleigh, NC 27699-1101.

14. The parties agree to bear their own fees, costs and other expenses, including attorney's fees if any, that have been incurred in connection with any stage of these proceedings up to and including the filing of this Final Order.
15. Complainant and Respondent agree that provided the respective Motions of each party are granted:
  - (a) there are no other matters that remain to be decided, and that other than a ruling with respect to the Motions, no outstanding issues remain to be resolved by additional evidentiary hearing of this matter;
  - (b) this Final Order is a full and final resolution of the claims set out in the underlying Original Citation, as amended pursuant to Complainant's Motion;
  - (c) the modification of any portion of the Original Citation by Complainant shall not be deemed to be an admission by Complainant that any such portion was alleged without merit;
  - (d) none of the foregoing agreements, statements, stipulations and actions taken by Respondent shall be deemed an admission by the Respondent of any of the allegations contained in the Original Citation as amended or waiver of defenses; provided however that in any subsequent proceeding with respect to matters covered by this Final Order brought directly under the Act by Complainant, this Final Order shall have the full force and effect of a final order;
  - (e) the agreements, statements, stipulations and actions herein by Complainant and by Respondent are solely for the purpose of resolving this matter economically and amicably without litigation and shall not be used for any other purposes except for proceedings and matters arising under the Act and Article 21, Chapter 95 of the North Carolina General Statutes; and
  - (f) the parties agree that no re-numbering or re-naming of Items 2a, 4a, 7, 8a, 8b, 9a, 9b, 9c or 10 is required.

### **MOTIONS**

Complainant moved to do the following ("Complainant's Motion"):

- a) Delete Items 1, 2b, 2c, 3, 4b, 4c, 5, 6a, 6b;**
- b) Group Item 2a with Item 4a;**
- c) Group Item 7 with Items 8a, 8b, 9a, 9b, 9c, and Item 10; and**
- d) Reduce the penalty in Item 2a from \$750.00 to \$487.50.**

Except as set forth in this Motion, the Original Citation shall remain unmodified or amended.

Respondent did not object to Complainant's Motion.

Respondent requested that upon the granting of Complainant's Motion, that the Undersigned consider the following motion by the Respondent ("Respondent's Motion"):

**Withdraw Respondent's Notice of Contest to the Original Citation as amended pursuant to Complainant's Motion set forth above.**

Complainant did not object to Respondent's Motion.

### **FINDINGS OF FACT**

Based on the record and the Stipulations at the time of the Hearing as memorialized herein, the Undersigned makes the following Findings of Fact:

1. Complainant, Commissioner of Labor of the State of North Carolina, is an agency of the State of North Carolina charged with the administration and enforcement of the provisions of the Act.
2. Respondent is subject to the provisions of the Act and jurisdiction of the Safety and Health Review Commission of North Carolina.
3. This Court has jurisdiction over the parties and the subject matter of this Hearing.
4. Neither party has any objection, procedural or otherwise, to this Hearing. No affected employee elected party status and no employee raised an objection to the reasonableness of the abatement time.
5. The Stipulations are incorporated by reference as Findings of Fact to the extent necessary to give effect to the provisions of this Order.

### **CONCLUSIONS OF LAW**

The foregoing Findings of Fact are incorporated by reference as Conclusions of Law to the extent necessary to give effect to the provisions of this Order.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

1. That Complainant's Motion is hereby **GRANTED**;
2. That Respondent's Motion is hereby **GRANTED**;

**HASTINGS FORD, INC. DBA HASTINGS FORD**  
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3. That Respondent shall pay the penalty of **\$487.50 within thirty (30) days of this Order**; and
4. That the parties shall comply with the terms and conditions set forth in the Stipulations.

Effective the 23<sup>rd</sup> day of January, 2025.

**Signature:** R. Joyce Garrett  
R. Joyce Garrett (Jan 23, 2025 12:14 EST)

**Email:** rjg.rjg@aol.com

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R. Joyce Garrett  
Hearing Examiner

**CONSENTED TO:**  
**Signature:** Sage A. Boyd  
Sage A. Boyd (Jan 23, 2025 10:39 EST)

**Email:** sboyd@ncdoj.gov

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Sage A. Boyd  
Assistant Attorney General  
North Carolina Department of Justice  
sboyd@ncdoj.gov  
ATTORNEY FOR COMPLAINANT

**Signature:** Michael Lord

**Email:** mlord@williamsmullen.com

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Michael C. Lord  
Partner, Attorney at Law  
Williams Mullen  
mlord@williamsmullen.com  
ATTORNEY FOR RESPONDENT

# **APPENDIX A**

## Personal Protective Equipment—Hazard Assessment

### 29 CFR 1910.132—Personal Protective Equipment

**Scope & Application:** *This standard requires that a hazard assessment be performed to assess the need for protective equipment wherever their need may be required by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.*

*The following standards are referenced in 29 CFR 1910.132—Personal Protective Equipment:*

- 29 CFR 1910.133—Eye and Face Protection
- 29 CFR 1910.135—Head Protection
- 29 CFR 1910.136—Foot Protection
- 29 CFR 1910.138—Hand Protection

**Note:** *The requirement for a hazard assessment and training required by 29 CFR 1910.132—Personal Protective Equipment applies to 29 CFR 1910.133—Eye and Face Protection, 29 CFR 1910.135—Head Protection, 29 CFR 1910.136—Foot Protection and 29 CFR 1910.138—Hand Protection.*

#### **Standard Requirements for 29 CFR 1910.132—Personal Protective Equipment**

- **Procedures/Practices:** Hazard assessment
- **Training:** Initially, refresher
- **Recordkeeping/Documentation:** Hazard assessment (certification), training

**Example Hazard Assessment:** *The following hazard assessment should be modified to be site-specific to your organization. A personal protective equipment policy has been added as a best practice. Please reference 29 CFR 1910.132—Personal Protective Equipment to ensure that all the standard requirements are being met.*

## Personal Protective Equipment—Hazard Assessment

### Hazard Assessment and Equipment Selection

Each workplace will be assessed to determine if hazards are present, or are likely to be present, which necessitate the use of personal protective equipment (PPE). When hazards are present, or likely to be present, we will:

- Select, and have each affected employee use, the types of PPE that will protect the affected employee from the hazards identified in the hazard assessment;
- Communicate selection decisions to each affected employee; and,
- Select PPE that properly fits each affected employee.

The workplace hazard assessment will be verified through a written certification that identifies the workplace evaluated; the person certifying that the evaluation has been performed; the date(s) of the hazard assessment; and, will be identified as a certification of hazard assessment.

### Use of Equipment

Defective or damaged personal protective equipment will not be used.

### Training



All employees that are required to wear PPE will be trained before their use. Each s employee will be trained to know at least the following:

- When PPE is necessary;
- What PPE is necessary;
- How to properly don, doff, adjust, and wear PPE;
- The limitations of the PPE; and,
- The proper care, maintenance, useful life and disposal of the PPE.

Each affected employee will demonstrate an understanding of the training and the ability to use PPE properly, before being allowed to perform work requiring the use of PPE.

If we have reason to believe that any affected employee who has already been trained does not have the understanding and skill required, the employee will be retrained. Circumstances where retraining is required include, but are not limited to, situations where:

- Changes in the workplace render previous training obsolete; or
- Changes in the types of PPE to be used render previous training obsolete; or
- Inadequacies in an affected employee's knowledge or use of assigned PPE indicate that the employee has not retained the requisite understanding or skill.

### **Payment For Protective Equipment**

Protective equipment, including personal protective equipment will be provided at no cost to employees. We are not required to pay for non-specialty safety-toe protective footwear (including steel-toe shoes or steel-toe boots) and non-specialty prescription safety eyewear, when we permit such items to be worn off the job-site.

When we provide metatarsal guards and allow the employee, at his or her request, to use shoes or boots with built-in metatarsal protection, we are not required to reimburse the employee for the shoes or boots.

We are not required to pay for:

- Logging boots
- Everyday clothing, such as long-sleeve shirts, long pants, street shoes, and normal work boots
- Ordinary clothing, skin creams, or other items, used solely for protection from weather, such as winter coats, jackets, gloves, parkas, rubber boots, hats, raincoats, ordinary sunglasses, and sunscreen.

We will pay for replacement PPE, except when the employee has lost or intentionally damaged the PPE. If an employee provides adequate protective equipment owned by them, we may allow the employee to use it but we are required to reimburse the employee for that equipment.

Personal Protective Equipment—Hazard Assessment Certification		
Location:	Department:	Date/Revision Date:
Job or Task	Potential Hazards	PPE Required

Certified By: \_\_\_\_\_

## Free Outreach Resources:

[Safety and Health Programs and Plans](#) (i.e., Example Programs to be Made Site-Specific)

[A - Z Safety and Health Topics](#) (i.e., Learn More About Safety and Health Topics)

[Which Standards Apply?](#) (Identify the Standards Applicable to Your Worksite)

[Safety and Health Presentations](#) (Downloadable Presentations to be Made Site-Specific)

[OSH Training Calendar](#) (i.e., Register for Webinars, In-Person Classroom Training, Virtual Events)

[Streaming Video Services](#) (On-Demand Training)

[Request Outreach Services](#) (i.e., Request Training, Booths, Guest Speaker)

[AskOSH](#) (Interpretations)

**CERTIFICATE OF SERVICE**

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

MICHAEL C. LORD  
WILLIAMS MULLEN  
PO BOX 1000  
RALEIGH, NC 27602

By depositing a copy of the same in the United States Mail, by certified mail, return receipt requested, postage prepaid at Raleigh, North Carolina, and upon:

SAGE BOYD  
NC DEPARTMENT OF JUSTICE  
LABOR SECTION  
PO BOX 629  
RALEIGH NC 27602


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.

THIS THE 27 DAY OF January 2025.

PAUL E. SMITH  
CHAIRMAN

  
\_\_\_\_\_  
Karissa B. Sluss  
Docket Administrator  
NC Occupational Safety &  
Health Review Commission  
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