

**UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION**

THOMAS E. PEREZ, SECRETARY OF LABOR, UNITED STATES DEPARTMENT OF LABOR,	:	
	:	
	:	
Complainant,	:	OSHRC Docket Nos.
	:	15-1453
	:	15-1995
	:	15-1996
	:	15-1997
	:	15-2186
	:	16-0234
	:	
v.	:	Inspection Nos.
	:	1046629
	:	1059938
	:	1062463
	:	1060104
	:	1067639
	:	1083577
	:	
TIMKENSTEEL CORP.,	:	Region V
	:	
Respondent,	:	
	:	
GOLDEN LODGE L.U. 1123 and UNITED STEELWORKERS UNION,	:	
	:	
	:	
Authorized Employee Representatives.	:	

STIPULATION AND SETTLEMENT AGREEMENT

I. DEFINITIONS

A. "Abatement Auditor" means the individual(s) responsible for, among other things, monitoring TimkenSteel's implementation of this Agreement, as described below at Part VIII.10.

B. "Act" or the "OSH Act" means the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 *et seq.*

- C. "Agreement" means this Stipulation and Settlement Agreement.
- D. "Citations" means the Citations and Notifications of Penalty issued as a result of the inspections in the above-captioned matters.
- E. "Covered Facility" means the following:
- Faircrest Steel Plant
4511 Faircrest Street SW
Canton, Ohio 44706
- Gambrinus Steel Plant
2401 Gambrinus Road SW
Canton, Ohio 44706
- Harrison Steel Plant
1927 Harrison Avenue SW
Canton, Ohio 44706
- F. "Effective Date" means August 1, 2016.
- G. "ESC" means the Executive Safety Committee.
- H. "Interim Controls" means temporary measures to minimize exposure, to the extent practicable, to a hazard or practice that is not in compliance with the Act while permanent abatement measures are investigated and/or implemented. Such Interim Controls may include, among others: signage, written operating procedures or work instructions, employee training, taking equipment out of service, and/or prohibiting access to the hazard.
- I. "JSC" means the Joint Union-Management Health and Safety Committee.
- J. "OSHA" means the Occupational Safety and Health Administration.
- K. "OSHRC" means the Occupational Safety and Health Review Commission.
- L. "Parties" means OSHA, TimkenSteel, and the USW, collectively.
- M. "S&H Program" means the Safety and Health Program described at Part

VIII.

N. “Secretary” means Thomas E. Perez, Secretary of Labor, United States Department of Labor, his successor, and/or his authorized agents.

O. “TimkenSteel” means The TimkenSteel Corp, its successors, and assigns.

P. “USW” means Authorized Employee Representatives the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy Allied Industrial and Service Workers International Union (“USW”) and/or Golden Lodge Local Union 1123.

II. SCOPE AND INTENT OF AGREEMENT

A. The Parties agree to a full and complete settlement of the above-referenced inspection numbers under OSH Act.

B. This Agreement applies only to the Covered Facilities.

C. TimkenSteel hereby agrees to withdraw its Notices of Contest in the above-captioned OSHRC matters.

D. The Parties agree to the entry of final orders – consistent with the terms of this Agreement – in each of the above-captioned OSHRC matters.

III. AMENDMENT OF THE CITATIONS

The Citations are amended by this Agreement to include the full terms of this Agreement, including the abatement actions and dates stated herein.

IV. DISPOSITION OF CITATION ITEMS AND PAYMENT OF PENALTIES

A. In full and final settlement of the Citations, TimkenSteel agrees to the following:

1. All Citation items shall be affirmed, vacated, and/or amended as set forth in the attached Exhibit 1.

2. TimkenSteel agrees to pay the sum of \$350,000.00 in penalties as follows:

- a. On or before September 1, 2016: \$87,500.00.
 - b. On or before September 1, 2017: \$87,500.00.
 - c. On or before September 1, 2018: \$87,500.00.
 - d. On or before September 1, 2019: \$87,500.00.
3. Payment shall be made at *www.pay.gov* or by sending a check to the Cleveland OSHA Area Office located at 6393 Oak Tree Boulevard, Suite 203, Independence, Ohio 44131 on or before the due date.
4. A schedule describing all deadlines listed in this Agreement is attached as Exhibit 4. The schedule does not include the abatement deadlines described in Exhibit 1.
5. If any deadline described in this Agreement falls on a Saturday, Sunday, or federal holiday, the deadline shall be extended to the next business day.

V. ABATEMENT AND CERTIFICATION

A. TimkenSteel shall abate each of the alleged violations on or before the abatement date for each Citation item as set forth in Exhibit 1. TimkenSteel shall provide verification and certification of abatement as required by 29 C.F.R. §1903.19.

B. TimkenSteel shall, with reasonable promptness, implement effective Interim Controls for all hazards identified in the affirmed citation items to the extent Interim Controls have not already been implemented or the hazard not already abated as well as all hazards identified by Helpline complaints, the JSC, the Abatement Auditor, and any independent auditor inspecting the Covered Facilities as required by this Agreement.

C. As soon as practicable after receiving written notice or notice via the Helpline (described below), of an alleged hazard, TimkenSteel shall investigate and, to the extent a hazardous condition or practice is found to exist, determine the permanent controls required to abate the hazard, implement such controls, and document such implementation or corrective actions taken. Interim Controls may be implemented while permanent controls are investigated and implemented.

D. TimkenSteel must notify employees and the USW of abatement activities in accordance with 29 C.F.R. §1903.19(g).

VI. SPECIFIC HAZARDS

A. Fall Protection

1. Fall Protection Inventory

a. On or before February 1, 2017, TimkenSteel shall perform an inventory (the “Inventory”) of all areas in the Covered Facilities that regularly require the use of personal fall protection equipment and mark the areas with appropriate signage or other equally effective means to warn employees that fall protection is required in the area. TimkenSteel may retain a third-party to assist with or conduct such audit.

b. To the extent practicable, suitable tie-off point(s) shall be distinctively marked for such areas.

c. If necessary, the Inventory shall be revised and supplemented to reflect the findings and recommendations made during the hazard identification process by the Abatement Auditor or other persons conducting inspections under this Agreement.

d. In no case, including areas that have not been assessed for fall protection, shall an employee be permitted to work using fall protection until a qualified safety professional or other properly trained individual, including a properly trained authorized employee, has identified suitable tie-off points in the area.

2. TimkenSteel shall implement procedures to verify the quality, integrity, existence, installation, and maintenance of all equipment intended to protect employees from falls, including guardrails, tie-off points, horizontal lifelines, and signage.

3. TimkenSteel shall maintain documentation establishing that all fall protection systems in use at the Covered Facilities are designed, installed, used, and maintained in accordance with the applicable OSHA standards and are utilized for their intended purpose.

4. TimkenSteel shall verify that all work orders contain instructions to replace any safety equipment, including guardrails and machine guards, prior to deeming the work order completed. If TimkenSteel receives written or otherwise documented notice of an alleged hazard, such as that any safety equipment has been removed or damaged, TimkenSteel shall promptly investigate and, if the notification is accurate and the circumstances present a hazard, shall make such work orders a high priority.

5. If the repair or replacement of such safety equipment is not complete within five working days of TimkenSteel's confirmation of such noncompliant condition, Interim Controls to reduce employee exposure shall be implemented. Under no circumstances shall an employee be exposed to such a

hazard during the repair or replacement period. If Interim Controls are or will be used for a period longer than four weeks, TimkenSteel shall report the delay and the reasons for the delay at the next scheduled meeting with OSHA.

B. Lockout/Tagout

1. TimkenSteel shall ensure that only authorized, properly trained employees perform service or maintenance where lockout/tagout is required pursuant to 29 C.F.R. §1910.147. Such employees shall have ready access to current lockout/tagout procedures, all required locks and/or tags, and other equipment required to perform the work safely.

2. TimkenSteel shall ensure that it conducts periodic inspections of each energy control procedure at least annually in accordance with 29 C.F.R. §1910.147(c)(6).

3. Following the periodic inspections, the written procedures shall, to the extent necessary, be updated and corrected to ensure that they reflect current conditions and that all sources of hazardous energy are isolated effectively before an employee is allowed to use the procedure. If the procedure is revised or the employees demonstrate that they are unfamiliar with the procedure, employees shall be retrained.

VII. MEETINGS WITH OSHA

A. During the first twelve months after the Effective Date, OSHA and TimkenSteel shall hold quarterly meetings to discuss the status of TimkenSteel's compliance with this Agreement. TimkenSteel shall invite – via e-mail to the USW Local 1123 President and the Union Safety Chairman – the USW and any other authorized representative of affected employees to attend these meetings. All members

of the ESC shall attempt to attend these meetings, but the failure of any ESC member to attend shall not relieve TimkenSteel or OSHA of the requirement to attend. Attendance by the USW or any other authorized employee representative shall not be a requirement to hold the meeting and to be in compliance with this Agreement. TimkenSteel and OSHA shall cooperate in good faith to schedule the meetings.

B. TimkenSteel shall be prepared to discuss its compliance with the terms of this Agreement and its progress in developing and implementing the S&H Program. At these meetings, OSHA shall notify TimkenSteel of any and all concerns arising between quarterly meetings that OSHA has identified regarding TimkenSteel's compliance with this Agreement, as well as any and all health and safety concerns OSHA may have or that the USW or any other authorized employee representative may have raised to OSHA.

C. During the final twelve months of the term of this Agreement, the aforementioned meetings shall be held every six months. TimkenSteel shall invite – via e-mail to the USW Local 1123 President and the Union Safety Chairman – the USW and any other authorized representative of affected employees to attend these meetings. Attendance by the USW or any other authorized employee representative shall not be a requirement to hold the meeting and to be in compliance with this Agreement. All members of the ESC shall attempt to attend these meetings, but the failure of any ESC member to attend shall not relieve TimkenSteel or OSHA of the requirement to attend. TimkenSteel and OSHA shall cooperate in good faith to schedule the meetings.

D. At the time of each meeting required by this Section VII, OSHA shall identify, in writing, each of OSHA's concerns, if any, that TimkenSteel has not complied with the terms of this Agreement. Within seven business days after having received

such writing from OSHA, TimkenSteel shall respond to OSHA, in writing, its response to each such concern. Neither OSHA nor the Secretary shall institute any action or proceeding for enforcement of this Agreement, abatement, or penalties until the expiration of said seven calendar days.

VIII. SAFETY AND HEALTH MANAGEMENT PROGRAM

A. TimkenSteel shall develop, implement, and maintain an S&H Program that will provide for the systematic identification, evaluation, and prevention or control of workplace health and safety hazards. TimkenSteel shall review and evaluate the draft OSHA Safety and Health Management Program Guidelines found at:

https://www.osha.gov/shpmguidelines/SHPM_guidelines.pdf (the “draft Program”).

At the initial meeting between TimkenSteel and OSHA as set forth in Section VII(A) above, TimkenSteel shall be prepared to discuss how its S&H Program reflects the general framework of the draft Program and shall consider improvements suggested by OSHA that are consistent with the draft Program. The S&H Program shall include the following components:

1. On or before September 30, 2016, TimkenSteel’s CEO shall send a letter to each employee and his or her family assuring them of TimkenSteel’s commitment to improved health and safety.
2. On or before September 30, 2016, each employee shall receive a card stating that the employee has the right to refuse to perform work that the employee reasonably and in good faith believes is unsafe or unhealthful without fear of discipline or other form of reprisal.
3. TimkenSteel shall include the use of leading indicators when appraising the performance of its production and maintenance supervisors. Such

leading indicators may include, among others: proactive, preventative, and predictive measures that monitor and provide current information about the effective performance, activities, and processes of TimkenSteel's S&H Program that can drive the identification and elimination or control of health and safety risks at the Covered Facilities.

4. On or before October 30, 2016, TimkenSteel will create and fund the position of a full-time Union Safety Representative at each of the Covered Facilities.

a. Each Union Safety Representative will be selected by the Union, but TimkenSteel may, for good cause, refuse the selection. In the event TimkenSteel refuses a selection, TimkenSteel shall communicate the basis of the refusal to the Union.

b. The Union Safety Representatives will be jointly directed by TimkenSteel's Health and Safety Manager and the Union Safety Chairperson.

c. There shall be no minimum term for each Union Safety Representative. Nothing in this Agreement shall suspend, supersede, supplement, redefine, or otherwise affect any and all rights of TimkenSteel to review the job performance of any employee and/or discipline any employee.

d. All activities and responsibilities of the Union Safety Representative shall be within the scope of environmental, health, and safety.

e. Each Union Safety Representative shall not hold the position of both Union Safety Representative and: (1) union president; (2) union vice president; (3) grievance committee member; and/or (4) any similar position or committee member involved in the administration of any provision of the Basic Labor Agreement. This Subparagraph (e) does not apply to the extent the Union Safety Representative is the union safety chairperson, steward, or plant negotiator.

5. TimkenSteel shall, on or before October 30, 2016, implement a toll-free helpline telephone number – open twenty-four hours a day, seven days a week – to provide a mechanism for employees to report potential health and safety concerns at the Covered Facilities (the “Helpline”). At TimkenSteel’s discretion, the Helpline may be administered by a third-party. On or before October 30, 2016, TimkenSteel shall create and implement Helpline policies and procedures that:

a. Allow the reporting employee (“Caller”) to remain anonymous at his/her discretion.

b. Require the posting of Helpline information in multiple locations easily accessible to employees, such as compliance boards, the SteelNet Intranet Quicklink, training materials, employee handbooks, and/or TimkenSteel’s Code of Conduct.

c. Designate the specific personnel responsible for investigating and addressing the substance of the concerns raised by the Caller.

- d. Generate a written or electronic report containing all information relevant to the concerns raised by the Caller (“Helpline Report”).
- e. Assign an appropriate priority level to each concern raised by the Caller. Such assignment shall be conducted by an individual having at least a working knowledge of workplace health and safety issues.
- f. Assign a unique identifier to each Helpline Report.
- g. Require all Helpline Reports be forwarded to TimkenSteel’s Health and Safety Manager, the relevant Covered Facility’s EH&S Coordinator, and the Union Safety Representative.
- h. In the event a hazard is found to exist, ensure that if the same or similar hazard described by the Caller exists in any of the other Covered Facilities, TimkenSteel will investigate and resolve the hazard at each affected Covered Facility.
- i. Ensure Callers have a mechanism for inquiring about the status of their Helpline Report and the identity of personnel responsible for investigating and addressing the Helpline Report.
- j. Grant TimkenSteel managers and the Union Safety Representative the ability to track the progress of the Helpline Reports.
- k. Unless the Caller has remained anonymous, provide the Caller with TimkenSteel’s findings and ultimate disposition of his/her Helpline Report.
- l. Require TimkenSteel to maintain Helpline Reports for a period of at least one year.

m. Provide the Union Safety Representative with discretion to post the ultimate disposition of the Helpline Report at locations accessible to employees, such as the safety bulletin boards described below at Paragraph VIII.A.14.

6. TimkenSteel shall form the ESC.

a. ESC meetings shall be held as follows:

i. Once every quarter during the first twelve months following the Effective Date; and

ii. Once every six months during the second twelve months following the Effective Date.

b. Attendees of the ESC meetings will be:

i. For TimkenSteel: Vice President of Environmental Health & Safety, Executive Vice President of Manufacturing, Director of Manufacturing for each of the Covered Facilities, Health and Safety Manager, and additional representatives as determined by TimkenSteel.

ii. For the Union: USW Local 1123 President, Union Safety Chairperson, International Staff Representative, International Safety & Health Representative, and additional representatives as determined by the Union.

c. The ESC shall serve in an advisory capacity to TimkenSteel on status and compliance issues associated with any OSHA citation, Article XI Grievances, Helpline Reports, audit findings, team initiatives, and/or other issues the ESC deems appropriate.

d. The ESC shall set annual safety goals for TimkenSteel.

e. If, for any reason, the ESC is unable to reach agreement on any matter that comes before it, TimkenSteel shall retain ultimate authority to make the final determination on the matter.

7. On or before October 30, 2016, TimkenSteel shall identify, assess, and evaluate electronic programs to track and verify the identification and abatement of health and safety hazards and to track and verify the performance and completion of work entered on work orders. On or before May 1, 2017, TimkenSteel shall implement electronic health and safety tracking systems and electronic maintenance work order systems at all Covered Facilities. TimkenSteel will ensure that this electronic system:

a. Appropriately prioritizes the tasks that need to be completed;

b. Assigns a specific maintenance supervisor who is responsible for assigning a work order to a maintainer;

c. Creates deadlines for the completion of the tasks; and

d. Verifies completion of the tasks.

8. The Union Safety Representative shall have access to such system to monitor and assess progress on corrective action.

9. The Joint Union-Management Health and Safety Committee shall continue to operate in accordance with the October 1, 2009 Memorandum of Understanding (attached as Exhibit 2), the January 29, 2012 Supplemental Memorandum of Understanding (attached as Exhibit 3), and to the extent of any further agreement between TimkenSteel and the Union.

10. TimkenSteel will use an independent auditor to: (1) confirm abatement of each citation item set forth in Exhibit 1 if the item is not vacated or is vacated but requires abatement; and (2) review TimkenSteel's safety and health programs for the Covered Facilities to ensure they are self-sustaining and in compliance with the Act.

a. On or before November 1, 2016, TimkenSteel shall furnish the name of a person(s) or firm(s) qualified by education, training, and experience, to audit abatement of health and safety hazards addressed by this Agreement ("Abatement Auditor"). The Abatement Auditor shall be knowledgeable, at least, in the OSHA standards governing machine guarding, the control of hazardous energy (lockout/tagout and machine guarding), fall protection, and personal protective equipment ("PPE"). OSHA has fifteen days to object to the selection, but such objection shall be in good faith and accompanied by OSHA's identification to TimkenSteel, in writing, of the bases for the objection. If OSHA objects, TimkenSteel shall continue the search until it locates a person to whom OSHA does not object. That person and/or his or her firm shall be retained by TimkenSteel promptly following expiration of the fifteen day period without objection. This process shall not extend the abatement or abatement certification deadlines for the citation items set forth in Exhibit 1.

b. The Abatement Auditor shall be responsible for monitoring TimkenSteel's progress in implementing all aspects of abatement required by this Agreement. Such responsibility shall include an analysis of the

adequacy of the abatement implemented by TimkenSteel. In furtherance of such monitoring, the Abatement Auditor shall:

- i. Physically inspect the work areas;
 - ii. To the extent deemed necessary by the Abatement Auditor, observe and speak confidentially with employees and supervisors working in these areas for the length of time that the Abatement Auditor determines to be necessary to form an opinion on the adequacy of the controls and their implementation;
 - iii. Immediately inform management if an employee is observed exposed to a health and safety hazard; and
 - iv. Identify work procedures, programs, or systems that could be developed and implemented or improved to mitigate or avoid the risk of health and safety hazards developing in the work areas, and develop a proposed action plan to implement the recommended changes.
- c. During visits by the Abatement Auditor, TimkenSteel shall not intentionally curtail operations or production for the purpose of hindering or interfering with the inspection.
- d. The Abatement Auditor shall also review TimkenSteel's safety and health programs to ensure that the company is meeting current OSHA standards and will make appropriate recommendations for systematic improvements related to any safety deficiencies at the Covered Facilities.

11. TimkenSteel agrees to fund the cost of attendance, including all fees directly related to such attendance, at the USW Health and Safety Conference for the following individuals: (1) the Union Safety Chairperson; (2) one Union-selected representative for each Covered Facility; and (3) one TimkenSteel salaried representative for each Covered Facility.

12. On or before January 28, 2017, TimkenSteel shall hold a safety stand-down at each of the Covered Facilities. During each safety stand-down, all work shall be suspended and activities to improve health and safety shall be conducted that include, among other things, the following:

a. Discussion by management of the importance of health and safety at TimkenSteel's workplaces, with a focus on hazards associated with falls, control of hazardous energy (lockout/tagout), machine guarding, and nitrogen-rich atmospheres.

b. Other appropriate discussions or activities as determined by TimkenSteel.

13. TimkenSteel shall provide basic orientation training regarding site-specific hazard recognition and facility familiarization (including emergency procedures) to any contractor who enters a production area of the Covered Facilities before permitting such contractor to perform work in such area.

14. On or before August 31, 2016, TimkenSteel shall implement safety bulletin boards at each of the Covered Facilities to facilitate communication with employees regarding safety-related topics.

15. On or before January 28, 2017, TimkenSteel shall:

a. Review USW International programs Looking for Trouble and Triangle of Prevention for potential use and/or implementation; and

b. Hold a meeting with its Health and Safety Manager, the Union Safety Chairperson, and a USW International representative to review said programs' processes, objectives, and structures.

16. In accordance with Section 11(c) of the OSH Act, TimkenSteel shall not retaliate, discharge, or in any manner discriminate against any employee because such employee filed a complaint or instituted or caused to be instituted any proceeding under or related to the OSH Act or because such employee reported health and safety concerns to TimkenSteel.

IX. PROGRESS DEMONSTRATION, MONITORING, AND INSPECTION

A. During the term of this Agreement, TimkenSteel agrees to allow OSHA access to the Covered Facilities without requiring OSHA to obtain a warrant, to the extent that OSHA seeks to access a Covered Facility: based upon an employee complaint to OSHA; pursuant to a Local, Regional, or National Emphasis Program; or to verify abatement for the citation items as set forth in Exhibit 1. To the extent such a warrantless search is conducted, TimkenSteel reserves the right to seek a warrant in the event OSHA requests to expand the scope of the search beyond that covered by the employee complaint to OSHA; the Local, Regional, or National Emphasis Program; or the citation items as set forth in Exhibit 1. OSHA agrees that any access to the Covered Facilities and related inspection activities will be in accordance with Section 8(a) of the OSH Act.

B. Seven business days prior to each of the meetings described in Section VII above, TimkenSteel shall provide a written summary ("Status Report") of, and be

prepared to discuss, its compliance with the terms of this Agreement and its progress in developing and implementing the S&H Program. The Status Reports shall be posted at each Covered Facility and shall be made available to employees and the USW within a reasonable time following requests for the Status Reports.

C. Information about the status of abatement implementation at a specific Covered Facility shall be made available to OSHA, TimkenSteel employees, and the USW upon request.

**X. AUDITS PERFORMED UNDER THIS AGREEMENT ARE “REQUIRED”
AUDITS**

Any review of a Covered Facility mandated by this Agreement, including the audits conducted by the Abatement Auditor, shall not be considered a “voluntary” audit; rather, such audit shall be considered a “required” audit. Such audits shall be retained for the term of this Agreement.

XI. COSTS

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

XII. EFFECTIVE DATE AND TERM OF AGREEMENT

The Effective Date is August 1, 2016, and this Agreement shall terminate on July 31, 2018. The passage of the termination date shall in no way signify, nor shall TimkenSteel assert, that any abatement actions required to abate the citation items set forth in Exhibit 1 need not be fully and timely implemented by TimkenSteel.

XIII. DOCUMENT RETENTION

All documents required to be created or maintained under the terms of this Agreement shall be retained for at least the term of this Agreement or longer, if required by the OSH Act or its regulations or if otherwise specified by this Agreement.

XIV. NOTICE AND COMMUNICATIONS

A. TimkenSteel agrees that it will not refuse to provide to OSHA and the USW any reports or documents explicitly required by this Agreement on the grounds that such production is protected from disclosure by any privilege. Neither OSHA nor the USW shall disclose such information to any third parties except other OSHA or Department of Labor personnel concerned with the enforcement of the OSH Act or, when relevant, in any proceeding under the Act, or otherwise required by law.

B. All notice and communications shall be to the following persons at the following addresses:

For OSHA:

Howard Eberts, Area Director
Cleveland OSHA Area Office
6393 Oak Tree Boulevard, Suite 203
Independence, Ohio 44131

For TimkenSteel:

Michael T. Eberhart, Manager – Health & Safety
1835 Dueber Avenue SW
GNE-24
Canton, Ohio 44706

For USW:

Sean Els, Chairman, HSE Committee
Bob Harper, President
USW
Golden Lodge Local 1123
1234 Harrison Ave SW

Canton, Ohio 44706

XV. ENFORCEMENT UNDER SECTION 11(b) OF THE OSH ACT

TimkenSteel agrees that it shall not oppose the entry of an order adopting this Agreement and the final amended citations by the OSHRC. TimkenSteel agrees that all the terms of this Agreement shall be enforceable under Section 11(b) of the OSH Act, but nothing in this Agreement shall prohibit TimkenSteel from asserting any and all defenses, claims, causes of action, appeals, and other procedures and/or remedies available to it in response to any action or other proceeding brought by the Secretary of Labor and/or OSHA.

XVI. FAILURE TO ABATE

Failure to timely abate and/or certify abatement of the citation items as set forth in Exhibit 1 is grounds for notice of failure to abate under Section 10 of the OSH Act, but nothing in this Agreement shall prohibit TimkenSteel from asserting any and all defenses, claims, causes of action, appeals, and other procedures and/or remedies available to it in response to any action or other proceeding brought by the Secretary of Labor and/or OSHA.

XVII. NO LIMITATION ON RIGHT TO ENFORCE

Nothing in this Agreement shall be interpreted or construed as limiting the Secretary's right to enforce provisions of the OSH Act, 29 U.S.C. §§651, *et seq.* nor any defense, claim, cause of action, appeal, or other procedure and/or remedy of TimkenSteel in response to any such enforcement proceedings.

XVIII. NON-ADMISSION

Except in proceedings or matters brought by or against the United States, neither this Agreement nor TimkenSteel's consent to entry of a final order by the OSHRC

pursuant to this Agreement constitutes an admission by TimkenSteel of violations of the OSH Act, regulations, or standards promulgated thereunder, or the allegations contained in the Citations. The agreements, statements, findings, and actions taken herein are made for the purpose of compromising and settling this matter economically and amicably, and they shall not be used for any other purpose whatsoever, except as herein stated.

XIX. SERVICE AND POSTING

Pursuant to OSHRC Rules 7 and 100, 29 C.F.R. Parts 2200.7 and 2200.100, TimkenSteel served a copy of this Agreement on the following authorized employee representatives by postage prepaid first class mail, by email, or personal delivery: Sean Els.

FOR TIMKENSTEEL:

Thomas Stone
Vice President
Industrial Relations and Environmental,
Health, and Safety
The TimkenSteel Corp.
1835 Dueber Avenue S.W.
Canton, Ohio 44706

Dated: _____
FOR THE USW:

Sean Els
Golden Lodge Local Union 1123
1234 Harrison Avenue S.W.
Canton, Ohio 44706

Dated: _____

FOR THE SECRETARY:

Elizabeth Ashley
Senior Trial Attorney
Hema Steele
Trial Attorney

U.S. Department of Labor
881 Federal Office Building
1240 East Ninth Street
Cleveland, Ohio 44199

OF COUNSEL:

M. Patricia Smith
Solicitor of Labor

Christine Z. Heri
Regional Solicitor

Benjamin T. Chinni
Associate Regional Solicitor

Dated: _____

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Stipulation and Settlement Agreement* was served on Respondent on August 11, 2016, by sending it via e-mail to:

Stephen E. Matasich, Esq.
sematasich@dayketterer.com

Counsel for Respondent

Sean Els
Racerock64@yahoo.com

Authorized Employee Representative

/s/ Hema Steele

Hema Steele
Trial Attorney