

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY & HEALTH REVIEW COMMISSION

JULIE A. SU, Acting Secretary of Labor, :
United States Department of Labor, :

Complainant, : OSHRC DOCKET NOS. 21-0994,
 : 21-0995, 21-0997, 21-1000 &
 : 21-1001

v. :

PRIMETIME CONTRACTORS LLC and :
PRIMETIME CONSTRUCTION, LIMITED :
LIABILITY COMPANY, :

Respondents. :

STIPULATED SETTLEMENT AGREEMENT

Based upon the following recital, the Complainant and the Respondents herein agree to the following as a conclusion of these consolidated matters:

1) The Secretary hereby amends the Citations so that the total proposed penalty is \$215,000 ("Total Amount Due"). In addition, the amounts and classifications of each citation item are amended as follows:

Case	OSHRC No, OSHA No., Date and Address in Paterson, NJ	Original Citation and item	Revised Grouping/Placement of Citation Items	Proposed penalty	Amended Proposed Penalty
1	21-0997, 1519454 March 5, 2021 425 11th Ave	1-1, 1926.451(e) Scaffold access	Withdrawn	\$9,557	None
		1-2, 1926.451(f) Makeshift scaffold	Withdrawn	\$9,557	None
		1-3a, 3b, 3c, 1926.451(f)(7), 1926.454(a)-(b) Scaffold training, no competent person directing scaffolding	Withdrawn	\$9,557	None

		activities			
		1-4, 1926.1052(c)(1)(i) Handrail/stairrail	No change	\$5,461	\$2,745.04
2	21-0994, 1519373 March 11, 2021	1-1, 1926.252(a) Discarding of materials	Withdrawn	\$9,557	None
	185-189 Broadway	2-1, 1926.1052(c)(1)(i) Handrail/stairrail	Case 3, 21-1001, 1522141 Citation 1-2	\$93,619	\$47,058.80
3	21-1001, 1522141 March 25, 2021, 122 Fair St	1-1, 1926.1052(c)(1)(i) Handrail/stairrail	No change	\$93,619	\$47,058.80
4	21-1000, 1529805, May 7, 2021 188- 200 21st Ave	1-1, 1926.1052(c)(1)(i) Handrail/stairrail	No change	\$93,619	\$47,058.80
5	21-0995, 1529802, May 7 & 19, 2021, 73-75 Beech St	1-1, 1926.1052(c)(12) Unprotected sides and edges	No change	\$9,557	\$4,803.94
		2-1a, 1b, 1926.1052(c)(1)(i)- (ii) handrail/stairrail	Case 4, 21-1000, 1529805, Citation 1-2a, 1-2b	\$93,619	\$66,274.62
Total Aggregate Penalty				\$427,722	\$215,000

- 2) Respondents affirmatively states that:
- a) All violations alleged in the citations have been corrected and abated.
 - b) It will comply in the future with the Occupational Safety and Health Act.
- 3) Respondents agree to implement the following enhanced compliance measures for the next three years:
- a) Respondents will
 - i. Provide advanced notice to OSHA of all "Covered Projects," including the job's street address, start date, and anticipated job length and scope. A "Covered Project" is a project involving ground-up work (i.e. where a new foundation is needed) and ten or more units. Notice will be provided by emailing OSHA. The current OSHA email address to provide notice to is Mesuk.paul@osha.com; should this email address change, OSHA will provide notice to Respondents in writing.

- ii. Retain the services of a qualified, professional safety consultant who will conduct periodic unannounced site inspections, and make safety recommendations to Respondents that Respondents will implement. Respondents' consultant(s) will conduct enough unannounced, periodic inspections so that the consultant will be satisfied that the Covered Projects are in compliance with the OSH Act. At a minimum, the consultant will visit every Covered Project at least once a year.
- b) Require subcontractors involved in stairway framing to
 - i. Protect all workers while creating the stairway;
 - ii. Construct handrails and stairrails immediately after completing the flooring;
 - iii. Provide Respondents with photograph(s) of the handrail(s), which will be available for three years to OSHA on request.
 - iv. Require subcontractors, anytime they are going to remove a stairway's handrail(s), to
 - A. Protect any stairways until the handrail is replaced;
 - B. Notify Respondents, and provide a photograph to Respondents of the protected stairway, and of the handrail once it has been replaced. Photos will be retained for three years and provided to OSHA on request.
 - C. If a stairway has two OSHA compliant handrails, Respondents need not require a subcontractor who removes one of the handrails to take photographs (or implement any special protection).
- c) For each jobsite, Respondents will
 - i. Designate a site safety person, who will ensure compliance with the OSHA settlement agreement and OSHA standards at that site.
 - ii. Conduct a hazard assessment. If Respondents identify any hazards not discussed in the general written safety plan, Respondents will establish a separate written safety plan addressing these hazards, and train employees on this.
- d) Respondents will establish a general written safety plan, which includes general safety rules, communication of rules to employees and subcontractors, and progressive discipline. This plan will also address all hazards that Respondents typically anticipates at multi-unit residential property construction projects. In addition, Respondents will train all its personnel who work on Covered Projects on how to deal with such hazards.
- e) Respondents will require all personnel who work on Covered Projects during the next three years to obtain at least OSHA 10 training by December 31, 2024. Managers, foremen, and site safety personnel who work on Covered Projects will obtain OSHA 30 training. Training, which Respondents will pay for, will be provided in a language the participants understand. Respondents will retain documentation for 3 years for each employee who completes the OSHA 10 or OSHA 30 training and will make this documentation available to OSHA upon request.

4) The citations are deemed amended to include the specific abatement measures described in paragraph 3 of this Stipulated Settlement. Furthermore, the measures described in paragraph 3 of this Stipulated Settlement are hereby incorporated as terms and required abatement conditions of this Stipulated Settlement.

5) Respondents will pay the Total Amount Due consistent with the following terms:

- a) Respondents will make a downpayment of \$13,750 by May 1, 2024.
- b) For the next 35 months, Respondents will pay \$5,750.00 each month, by the first of each month, until the Total Amount Due has been paid.
- c) Respondent will make each such payment by forwarding a check made payable to "Occupational Safety and Health" to the U.S. Department of Labor, Occupational Safety and Health Administration, Hasbrouck Heights Area Office, 500 Route 17 South 2nd Floor, Hasbrouck Heights, NJ 07604.
- d) A ten-day grace period shall be allowed for receipt of each payment. If the Area Office does not receive any payment within ten days after it is due, the Area Office will notify Respondent of such fact by regular mail. If the Area Office does not receive payment within ten days of such notification, the entire unpaid balance shall become due immediately. No action or non-action by OSHA shall constitute a waiver of this paragraph.

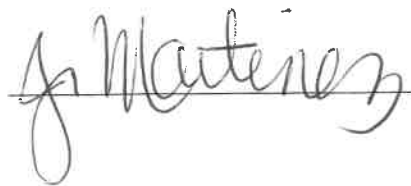
6) Each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

7) Respondent withdraws its notice of contest in this matter, and agrees that the citations, penalties, and abatement measures (as set forth and amended herein by this Stipulated Settlement) shall become a final order of the Commission on the same date that the Order Terminating Proceeding becomes a final order, as set forth in the Notice of Docketing issued by the Executive Secretary of the Commission.

8) This Stipulated Settlement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument

Date: 4/8/24

EXECUTED BY:



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