

UNITED STATES OF AMERICA

OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

SECRETARY OF LABOR,
United States Department of Labor,

Complainant,

v.

NATIONS ROOF OF NEW ENGLAND, LLC,
and NATIONS ROOF, LLC,

Respondents.

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DOCKET NO. 10-1674

REGION I

INSPECTION NO. 311593180

SETTLEMENT AGREEMENT

Complainant, Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby stipulate and agree that:

(1) On July 23, 2010, Respondent Nations Roof of New England, LLC was cited for alleged violations of the Occupational Safety and Health Act of 1970, 29 USC 651, et seq., hereinafter referred to as the Act, and was issued a Notification of Proposed Penalty in the total amount of Eleven Thousand Eight Hundred Fifty and 00/100 Dollars (\$11,850.00).

(2) Respondent Nations Roof of New England, LLC, an employer within the meaning of Section 3(5) of the Act, duly filed with a representative of the Secretary of Labor a notice of intent to contest the Citation and Notification of Proposed Penalty. This notice was duly transmitted to the Occupational Safety and Health Review Commission (the "Review Commission") and it is agreed that jurisdiction of this proceeding is conferred upon said Review Commission by Section 10(c) of the Act.

(3) (A) The Secretary of Labor filed a Complaint therein stating with particularity the violations alleged, the penalties proposed and the issues in contest before the Review Commission.

(B) In the Complaint, Complainant alleged, inter alia, that Respondent Nations Roof, LLC, an employer within the meaning of Section 3(5) of the Act, was the corporate parent of Respondent Nations Roof of New England, LLC and approximately sixteen other “Nations Roof” companies operating throughout the United States. The Complaint further alleged that Respondent Nations Roof, LLC and its seventeen affiliate companies (including Nations Roof of New England, LLC) together constituted a single employer for the purposes of the Act and the Citation and Notification of Penalty (as amended, the “Citation”). Respondents deny these allegations.

(C) In connection with the allegations described in Section 3(B) above, the Complaint amended the Citation as follows:

- (i) to add Respondent Nations Roof, LLC as a named employer;
- (ii) to reclassify Citation 1, Item 9, an alleged “Serious” violation, to Citation 2, Item 1, an alleged “Repeat” violation; and, to amend the proposed penalty associated with that item from \$2,100 to \$35,000;
- (iii) to reclassify Citation 1, Item 11, an alleged “Serious” violation, to Citation 2, Item 2, an alleged “Repeat” violation; and, to amend the proposed penalty associated with that item from \$2,100 to \$25,000;
- (iv) to amend the proposed penalty associated with Citation 1, Item 1, an alleged “Serious” violation, from \$600 to \$2,000;
- (v) to amend the proposed penalty associated with Citation 1, Item 2, an alleged “Serious” violation, from \$600 to \$2,000;
- (vi) to amend the proposed penalty associated with Citation 1, Item 3, an alleged “Serious” violation, from \$750 to \$2,500;
- (vii) to amend the proposed penalty associated with Citation 1, Item 4, an alleged “Serious” violation, from \$750 to \$2,500;
- (viii) to amend the proposed penalty associated with Citation 1, Item 5, an alleged “Serious” violation, from \$600 to \$2,000;

(ix) to amend the proposed penalty associated with Citation 1, Item 6, an alleged “Serious” violation, from \$750 to \$2,500;

(x) to amend the proposed penalty associated with Citation 1, Item 7, an alleged “Serious” violation, from \$600 to \$2,000;

(xi) to amend the proposed penalty associated with Citation 1, Item 8, an alleged “Serious” violation, from \$1,500 to \$2,500;

(xii) to amend Citation 1, Item 10a, an alleged “Serious” violation, to Citation 1, Item 9a, also an alleged “Serious” violation; and to amend the proposed penalty associated with that item from \$750 to \$2,500;

(xiii) to amend Citation 1, Item 10b, an alleged “Serious” violation, to Citation 1, Item 9b, also an alleged “Serious” violation;

(xiv) to amend Citation 1, Item 12, an alleged “Serious” violation, to Citation 1, Item 10, also an alleged “Serious” violation; and, to amend the proposed penalty associated with that item from \$750 to \$2,500; and

(xv) to make other changes related to the foregoing amendments.

(4) Complainant, Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC have agreed to resolve this matter, without the necessity of further pleadings, as follows:

(A) Definitions. The following definitions are applicable to this Agreement (including, without limitation, this Section 4):

(i) “Act” is defined in Section 1 above.

(ii) “Business Unit Owner/Manager” means an individual who holds an ownership interest in a Nations Roof Affiliate (as defined in Section 4(A)(x) below) and/or is responsible for the day-to-day management of a Nations Roof Affiliate.

(iii) “Citation” is defined in Section 3(B) above.

(iv) “Compliance Date” is defined in Section 4(K)(iv) below.

(v) “Compliance Report” is defined in Section 4(K)(iv) below.

(vi) “Daily Inspection” is defined in Section 4(I)(i) below.

(vii) “Dedicated Workday Training” is defined in Section 4(F)(iv)

below.

(viii) “Disciplinary Program” is defined in Section 4(G) below.

(ix) “Fall Protection Training” is defined in Section 4(F)(iii) below.

(x) “Job Notification” is defined in Section 4(J)(iii) below.

(xi) “Management Development Program” means the training

program provided by Nations Roof, LLC to all Business Unit Owner/Managers to develop and advance the business and management skills of such Business Unit Owner/Managers. For the purpose of further description, the parties hereto acknowledge that the Management Development Program currently provides instruction to Business Unit Owner/Managers on the topics of estimating, project management, office management, financial management and field operations.

(xii) “Nations Roof Affiliate” means an entity (other than Nations Roof, LLC) that is managed, owned, and/or controlled, in whole or in part, by Nations Roof, LLC, Richard M. Nugent, Ron Werowinski, James L. Nugent, and/or their heirs, successors and/or assigns. Without limiting the generality of the foregoing, the parties agree that each of the following entities is a Nations Roof Affiliate: Nations Roof of New England, LLC; Nations Roof of New York, LLC; Nations Roof North, LLC; Nations Roof Central, LLC; Nations Roof South, LLC; Nations Roof West, Inc.; Nations Roof East, LLC; Nations Roof MidAtlantic, LLC; Nations Roof of Carolina, LLC; Nations Roof of Florida, LLC; Nations Roof of Illinois, LLC; Nations Roof of California, Inc.; Nations Roof of Ohio, LLC; and Nations Roof Service, LLC.

(xiii) “Non-Supervisory Employee” means an employee of a Nations Roof Affiliate who is not a Business Unit Owner/Manager, a S&H Director (as defined in Section 4(D) below) or a Supervisory Employee (as defined in Section 4(A)(xx) below).

(xiv) “OSHA” is defined in Section 4(D)(ii) below.

(xv) “OSHA Inspection” means the subject OSHA inspection conducted on or about February 5, 2010 through April 29, 2010, OSHA Inspection No. 311593180.

(xvi) “Parent Inspection” is defined in Section 4(I)(iii) below.

(xvii) “Review Commission” is defined in Section 2 above.

(xviii) “S&H Curriculum” is defined in Section 4(C) below.

(xix) “S&H Director” is defined in Section 4(D) below.

(xx) “S&H Director Responsibilities” is defined in Section 4(D)(i) below.

(xxi) “S&H Performance Factors” is defined in Section 4(E)(i) below.

(xxii) “Site Specific Safety Plan” is defined in Section 4(H)(i) below.

(xxiii) “Supervisory Employee” means an employee of a Nations Roof Affiliate (other than a Business Unit Owner/Manager or a S&H Director) with functional authority to direct the job activities (i.e. the manner and/or means of work) of another employee. Without limiting the foregoing, an employee shall be considered a Supervisory Employee if he or she functions in any of the following capacities: a corporate officer, executive, project manager, site superintendant, foreman, and/or any equivalent position.

(xxiv) “Toolbox Talk” is defined in Section 4(F)(v) below.

(xxv) “Weekly Inspection” is defined in Section 4(I)(ii) below.

(xxvi) “Hudson Jobsite” means the jobsite located at 7 Walmart Blvd., Hudson, New Hampshire 03051, the site subject to the OSHA Inspection.

(xxvii) “Written S&H Instructions” is defined in Section 4(F)(vi) below.

(B) Citation Items and Penalties.

(i) Citation 1, Item 1, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 1 is hereby amended to \$600.

(ii) Citation 1, Item 2, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 2 is hereby amended to \$600.

(iii) Citation 1, Item 3, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 3 is hereby amended to \$750.

(iv) Citation 1, Item 4, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 4 is hereby amended to \$750.

(v) Citation 1, Item 5, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 5 is hereby amended to \$600.

(vi) Citation 1, Item 6, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 6 is hereby amended to \$750.

(vii) Citation 1, Item 7, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 7 is hereby amended to \$600.

(viii) Citation 1, Item 8, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a

“Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 8 is hereby amended to \$1,500.

(ix) Citation 1, Items 9a and 9b, as more particularly described in the amended Citation, are hereby sustained only against Respondent Nations Roof of New England, LLC as “Serious” violations under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 9a is hereby amended to \$750.

(x) Citation 1, Item 10, as more particularly described in the amended Citation, is hereby sustained only against Respondent Nations Roof of New England, LLC as a “Serious” violation under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with Citation 1, Item 10 is hereby amended to \$750.

(xi) Citation 2, Item 1, as more particularly described in the amended Citation, is hereby sustained against both Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC as a “Repeat” violation under Section 17(a) of the Act. The penalty associated with Citation 2, Item 1 is hereby amended to \$25,000.

(xii) Citation 2, Item 2, which is alleged as a “Repeat” violation in the amended Citation, is hereby reclassified as a “Serious” violation and sustained only against Respondent Nations Roof of New England, LLC under Sections 5(a)(2) and 17(b) of the Act. The penalty associated with this item is hereby amended to \$2,100.

(C) Management Development Program. Respondent Nations Roof, LLC shall modify its Management Development Program to include, as an element of the program, a curriculum that is dedicated to occupational safety and health issues (the “S&H Curriculum”). The S&H Curriculum shall, at a minimum, provide training to each Business Unit Owner/Manager on the following topics: (i) the safety and health policies, practices and standards of each Nations Roof Affiliate that is owned and/or managed (in whole or in part) by the Business Unit Owner/Manager; (ii) the safety and health policies, practices and standards imposed by Respondent Nations Roof, LLC for the benefit of the employees of each such Nations Roof Affiliate; (iii) the methods by which Respondent Nations Roof, LLC shall

evaluate each Business Unit Owner/Manager with respect to his or her performance with respect to occupational safety and health; and, (iv) Respondent Nations Roof, LLC's recommended best practices for administering an effective safety and health program. Respondent Nations Roof, LLC shall fully incorporate the S&H Curriculum into the Management Development Program on or before November 1, 2011.

(D) S&H Directors. Every Nations Roof Affiliate shall appoint a management employee (e.g. officer, executive, project manager, site superintendant, etc.) who is also qualified individual, as defined herein below, to serve as that company's safety and health director (each an, "S&H Director").¹ Every Nations Roof Affiliate shall appoint an S&H Director on or before August 1, 2011. The following additional requirements shall also apply to every S&H Director and Nations Roof Affiliate:

(i) The S&H Director of each Nations Roof Affiliate shall have final responsibility for the occupational safety and health of that company's employees. The S&H Director of each Nations Roof Affiliate shall also have final authority and responsibility to develop, implement, monitor and enforce the requirements of that company's safety and health program. The duties and responsibilities of each S&H Director (with respect to his or her company) shall also include, without limitation, the following: (a) to ensure that all employees receive adequate safety and health training; (b) to develop, implement and administer Site Specific Safety Plans for all jobsites; (c) to arrange for management jobsite inspections (including, without limitation, Daily Inspections and Weekly Inspections) at appropriate intervals; (d) to ensure that employees and jobsites are properly supervised and monitored for work rule violations; (e) to ensure that employees receive progressive discipline (as appropriate) for work rule violations; and, (f) to maintain all required safety and health documents and records. The duties and responsibilities described in this Section 4(D)(i) are collectively referred to herein as the "S&H Director Responsibilities."

¹ Nothing in this Agreement shall be construed so as to prevent a Business Unit Owner/Manager from also serving as his or her company's S&H Director.

(ii) Only a qualified individual may be appointed to serve as an S&H Director. An S&H Director shall be considered a qualified individual if he or she has demonstrated, through formal training and on-the-job experience, the following qualities: (a) sufficient knowledge and competence to enable the company to fully comply with the Act and all applicable regulations promulgated by the Occupational Safety and Health Administration (“OSHA”); (b) sufficient knowledge and competence to enable the company to anticipate and prevent occupational injuries and illnesses; and, (c) sufficient knowledge and competence to ably perform the S&H Director Responsibilities.

(iii) The S&H Director of each Nations Roof Affiliate shall devote at least one-third of his or her total work time to performance of the S&H Director Responsibilities.

(iv) The S&H Director of each Nations Roof Affiliate shall complete the following training: (a) OSHA 30 hour training in Occupational Safety and Health Standards for the Construction Industry (i.e. OSHA 30, or its equivalent); and, (b) the OSHA 30 hour trainer course for Occupational Safety and Health Standards for the Construction Industry (i.e. OSHA 30 hour trainer’s course, or its equivalent). Every S&H Director shall complete the aforementioned training on or before November 1, 2011.

(E) Performance Evaluations.

(i) Commencing on November 1, 2011, Respondent Nations Roof, LLC shall, on a regular basis (e.g. annually, semi-annually, etc.), review the performance of each Business Unit Owner/Manager with respect to matters affecting occupational safety and health. In connection with each such review, Respondent Nations Roof, LLC shall, at a minimum, evaluate the performance of the Business Unit Owner/Manager based on the following factors: (a) the number and severity of occupational injuries and illnesses sustained by the company’s employees; (b) the quantity and quality of safety and health training provided to the company’s employees; (c) the quantity and quality of safety and health inspections performed by the company at its jobsites; (d) the quality and consistency of the

company's monitoring and enforcement of work rule violations; and, (e) the company's performance as measured during each Parent Inspection. The factors described in this Section 4(E)(i)(a) through (e) are collectively referred to herein as the "S&H Performance Factors."

(ii) Commencing on November 1, 2011, every Nations Roof Affiliate shall review the job performance of its S&H Director on a regular basis (e.g. annually, semi-annually, etc.). In connection with each such review, the Nations Roof Affiliate shall, at a minimum, evaluate the S&H Director based on the following: (a) the S&H Director's competence in performing the S&H Director Responsibilities; and, (b) the performance of the Nations Roof Affiliate with respect to the S&H Performance Factors.

(iii) Commencing on November 1, 2011, every Nations Roof Affiliate shall also, on a regular basis (e.g. annually, semi-annually, etc.), review the job performance of every Supervisory Employee and every Non-Supervisory Employee with respect to occupational safety and health. In connection with each such review, the Nations Roof Affiliate shall evaluate each individual employee based on his or her own safety and health performance, and the safety and health performance of all employees supervised by the subject individual (if any).

(F) Employee Training and Instruction. The following training requirements shall apply to every Nations Roof Affiliate:

(i) Every Supervisory Employee shall complete OSHA 30 hour training in Occupational Safety and Health Standards for the Construction Industry (i.e. OSHA 30, or its equivalent) on or before December 31, 2011.

(ii) Every Non-Supervisory Employee shall complete OSHA 10 hour training in Occupational Safety and Health Standards for the Construction Industry (i.e. OSHA 10, or its equivalent) on or before December 31, 2011.

(iii) In addition to the requirements provided in Sections 4(F)(i) and (ii) above, every Supervisory Employee and every Non-Supervisory Employee who, in the course of his or her work, may be exposed to a fall of six feet or greater, shall complete a

minimum of eight hours of fall protection training ("Fall Protection Training"). Such Fall Protection Training shall, at a minimum, provide instruction to employees on the following topics: (a) identifying and avoiding fall hazards; and, (b) understanding the proper use and application of all fall protection equipment and systems made available to employees at the company's jobsites (including, without limitation, the set-up, inspection, use and maintenance of such equipment and systems). Such Fall Protection Training shall also include physical demonstrations by the instructor to show employees how to set-up, inspect, use and maintain all applicable fall protection equipment and systems. The Supervisory Employees and Non-Supervisory Employees of every Nations Roof Affiliate shall complete the aforementioned Fall Protection Training on or before September 1, 2011.

(iv) Except as otherwise provided in this Section 4(F)(iv), every Nations Roof Affiliate shall dedicate two full workdays per calendar year to improving employee awareness of safety and health issues (each a, "Dedicated Workday Training"). The Dedicated Workday Training shall, at a minimum, provide refresher training to employees on fall protection and the recognition and avoidance of other safety and health hazards at the company's jobsites. The Dedicated Workday Training shall be mandatory for all employees. The requirements for Dedicated Workday Training, as set forth above, shall take effect on November 1, 2011; provided, however, that every Nations Roof Affiliate shall only be required to provide one Dedicated Workday Training during the period of November 1, 2011 through December 31, 2011, inclusive.

(v) Commencing on September 1, 2011, every Nations Roof Affiliate shall conduct a weekly safety and health meeting (a "Toolbox Talk") at each active jobsite. Each Toolbox Talk shall be conducted in accordance with the following requirements: (a) the instructor of the Toolbox Talk shall instruct employees on how to identify and avoid hazards to which employees are potentially exposed during the course of their work at the jobsite (including, without limitation, fall hazards); (b) each Toolbox Talk shall be at least ten

minutes in duration; and, (c) attendance at each Toolbox Talk shall be mandatory for all employees who perform work at the jobsite.

(vi) Commencing on September 1, 2011, every Nations Roof Affiliate shall ensure that all of its written safety and health rules, instructions, practices and procedures (including, without limitation, its safety and health manual) (collectively, the “Written S&H Instructions”) are made available to all employees in an understandable language. In furtherance of the foregoing, every Nations Roof Affiliate shall provide English and Spanish versions of all Written S&H Instructions to all employees.

(G) Progressive Disciplinary Program. Every Nations Roof Affiliate shall develop and implement a written disciplinary program on or before August 1, 2011. The disciplinary program shall provide for employees to receive progressive (and appropriate) discipline for work rule violations. The S&H Director of each Nations Roof Affiliate shall have final responsibility for the effective implementation of such disciplinary program.

(H) Site Specific Safety Plans. The following requirements shall apply to every Nations Roof Affiliate effective on September 1, 2011:

(i) Every Nations Roof Affiliate shall develop and implement a site specific safety plan (a “Site Specific Safety Plan”) for each particular jobsite where roofing, construction or maintenance work is performed. The Site Specific Safety Plan shall identify all potential safety and health hazards (including, without limitation, fall hazards) at the particular jobsite and mandate practices and procedures to avoid those hazards. The Site Specific Safety Plan shall also include a specific plan for fall protection, which shall, at a minimum, include a description of the following: (a) all potential fall hazards at the jobsite; (b) all fall protection systems to be used in each area of the jobsite and by each employee; and, (c) all fall protection equipment to be used in each area of the jobsite and by each employee. The S&H Director of each Nations Roof Affiliate shall have final responsibility for the effective implementation of the company’s Site Specific Safety Plans.

(ii) The S&H Director of each Nations Roof Affiliate shall review and discuss all elements of the Site Specific Safety Plan with each employee before each such employee commences work at the jobsite.

(iii) A site superintendant, project manager or foreman at each active jobsite (or an individual with equivalent knowledge and supervisory authority) shall meet with all employees every day before work commences to review the requirements of the Site Specific Safety Plan.

(I) Jobsite Inspections. The following requirements shall apply to every Nations Roof Affiliate:

(i) Commencing on September 1, 2011, every Nations Roof Affiliate shall, with respect to each active jobsite, provide for a designated “competent person” (as that term is defined in 29 C.F.R. § 1926.32(f)) to inspect the jobsite every day before work commences (a “Daily Inspection”). The Daily Inspections shall be documented and shall assess the condition of the jobsite (including, without limitation, the materials and equipment at the jobsite) and any potential hazards to employees. The designated “competent person” shall complete the Daily Inspections and address all identified hazards before work commences at the jobsite.

(ii) Commencing on October 1, 2011, every Nations Roof Affiliate shall provide for each of its active jobsite to be inspected by a superintendant or project manager (or an individual with equivalent knowledge and supervisory authority) no less frequently than once per week (a “Weekly Inspection”). The Weekly Inspections shall take place at a time when employees are actively engaged in work at the jobsite. The purpose of the Weekly Inspection shall be to identify, document and remedy any hazardous conditions and/or employee work rule violations at the jobsite. The documentation of Weekly Inspections shall include, without limitation, a description of all remedial actions (including employee discipline) taken to address non-compliant work conditions and/or practices at the jobsite.

(iii) Commencing on November 1, 2011, Respondent Nations Roof, LLC shall perform random, unannounced inspections of the active jobsites of every Nations Roof Affiliate (a "Parent Inspection"). Except as otherwise provided in this Section 4(I)(iii), Respondent Nations Roof, LLC shall conduct four Parent Inspections of each Nations Roof Affiliate every calendar year. The Parent Inspections shall take place at a time when employees are actively engaged in work at the jobsite. The purpose of the Parent Inspections shall be to evaluate the effectiveness of the subject company's safety and health program at the particular jobsite. The Parent Inspections shall also identify, document and remedy any hazardous conditions and/or employee work rule violations at the jobsite. Following each Parent Inspection, Respondent Nations Roof, LLC shall grade the subject Nations Roof Affiliate on its performance during the inspection and recommend measures to remedy any noncompliance. The requirement for Parent Inspections, as set forth above, shall take effect on November 1, 2011; provided, however, that Respondent Nations Roof, LLC shall only be required to perform one Parent Inspection of each Nations Roof Affiliate during the period of November 1, 2011 through December 31, 2011, inclusive.

(J) Accident and Job Reporting Requirements.

(i) Commencing on the date of this Agreement, Respondent Nations Roof, LLC shall notify OSHA in writing of any occupational illness or injury that results in the inpatient hospitalization of one (or more) of the company's employees. Such written notification shall be submitted to the Area Director of the OSHA Area Office with jurisdiction over the incident within twenty-four hours after Respondent Nations Roof, LLC becomes aware of the hospitalization. The requirements of this Section 4(J)(i) are intended to supplement (and not supersede) the requirements of 29 C.F.R. § 1904.39.

(ii) Commencing on the date of this Agreement, each Nations Roof Affiliate shall notify OSHA in writing of any occupational illness or injury that results in the inpatient hospitalization of one (or more) of the company's employees. Such written notification shall be submitted to the Area Director of the OSHA Area Office with jurisdiction

over the incident within twenty-four hours after the particular Nations Roof Affiliate becomes aware of the hospitalization. The requirements of this Section 4(J)(ii) are intended to supplement (and not supersede) the requirements of 29 C.F.R. § 1904.39.

(iii) Respondent Nations Roof of New England, LLC shall notify OSHA of all current or planned roofing jobs that involve work in the states of New Hampshire, Massachusetts, Maine, Rhode Island and/or Connecticut as set forth in this Section 4(J)(iii) (a “Job Notification”). Each such Job Notifications shall be provided in writing via facsimile or standard mail to the Area Director of the OSHA Area Office with jurisdiction over the applicable jobsite. Respondent Nations Roof of New England, LLC shall provide a Job Notification on the first day of every calendar month during the period commencing on November 1, 2011 through and including April 30, 2012. Each Job Notification shall include a list of all current and anticipated roofing jobs of Respondent Nations Roof of New England, LLC, regardless of the actual or anticipated start date. Each Job Notification shall also include the address of each roofing job, the actual or anticipated start date (as applicable), and the anticipated completion date.

(K) Miscellaneous.

(i) All safety and health training and instructions required by this Agreement (including, without limitation, all training and instructions required pursuant to Sections 4(C), (D)(iv)(a) and (b), (F)(i)-(vi), (H)(ii) and (iii) above) shall be taught by an instructor who is competent and knowledgeable in the safety and health matters addressed during such training.

(ii) All safety and health training and instructions required by this Agreement (including, without limitation, all training and instructions required pursuant to Sections 4(C), (D)(iv)(a) and (b), (F)(i)-(vi), (H)(ii) and (iii) above) shall be provided to each employee in an understandable language.

(iii) Respondent Nations Roof, LLC agrees that it shall cause every Nations Roof Affiliate to comply with the terms of this Agreement. Respondent Nations Roof,

LLC further agrees that it shall be held responsible hereunder for its own compliance, and for the compliance of every Nations Roof Affiliate, with respect to the terms of this Agreement. Respondent Nations Roof of New England, LLC agrees that it shall be held responsible hereunder for its own compliance with the terms of this Agreement.

(iv) Respondent Nations Roof, LLC and Respondent Nations Roof of New England, LLC shall each evidence compliance with the terms of this agreement through written reports delivered to the Area Director of the OSHA Concord Area Office, J.C. Cleveland Federal Building, 55 Pleasant Street, Room 3901, Concord, NH 03301 (each a "Compliance Report"). Respondent Nations Roof, LLC and Respondent Nations Roof of New England, LLC shall submit Compliance Reports on September 1, 2011, December 1, 2011, March 1, 2012, and June 1, 2012. Each Compliance Report shall include sufficient information to evidence Respondents' state of compliance with respect to all of the terms of this Agreement.

(L) The Citation is hereby amended to include any abatement measures, including agreements as to actions to be taken by Respondent Nations Roof of New England, LLC, Respondent Nations Roof, LLC and/or any Nations Roof Affiliate, which are described in this Agreement. The abatement measures described in this Agreement (including, without limitation, this Section 4) are hereby incorporated as terms and abatement conditions of this Agreement.

(5) In view of the aforesaid, Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby withdraw their Notice of Contest and the parties hereto agree that the citation and proposed penalties and the abatement measures and dates as amended by this Agreement shall be affirmed and become the final Order of the Review Commission.

(6) Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby certify that the violations alleged in the Citation with respect to the specific

conditions and practices at the Hudson Jobsite at the time of the OSHA Inspection have been abated as of the date of this Agreement.

(7) Payment Schedule.

(A) Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby certify that Two Thousand Eight Hundred Ninety-Five and 83/100 Dollars (\$2,895.83) of the total penalty (as set forth in Section 4(B) above) has been paid to Complainant. Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby agree that payment of the remaining balance of Thirty-One Thousand Eight Hundred Fifty-Four and 17/100 Dollars (\$31,854.17) shall be made according to the installment schedule attached hereto as Exhibit A.

(B) Each installment payment shall be paid by a check made payable to the "Occupational Safety and Health Administration" and transmitted to the Area Director of the OSHA Concord Area Office, at the J.C. Cleveland Federal Building, 55 Pleasant Street, Room 3901, Concord, NH 03301.

(C) In the event that any single installment is paid more than fifteen days late, the amended penalty of Thirty-Four Thousand Seven Hundred Fifty and 00/100 Dollars (\$34,750.00) shall be void and the parties agree that payment of the proposed penalty of Eighty-Three Thousand and 00/100 Dollars (\$83,000.00), minus any amounts previously paid by Respondents in this matter, shall become immediately due.

(8) (A) Respondent Nations Roof of New England, LLC certifies that there is no authorized employee representative at its workplace. It is hereby further certified by Respondent Nations Roof of New England, LLC that this Agreement has been served on employees, by posting this agreement on July 29, 2011, in a place where the Citation is required to be posted, in accordance with Rules 7 and 100 of the Commission's Rules of Procedure.

(B) Respondent Nations Roof, LLC certifies that there is no authorized employee representative at its workplace. It is hereby further certified by Respondent Nations

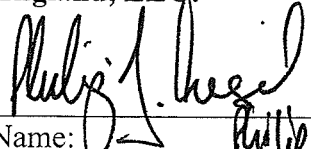
Roof, LLC that this Agreement has been served on employees, by posting this agreement on July 29, 2011, 2011, in a place where the Citation is required to be posted, in accordance with Rules 7 and 100 of the Commission's Rules of Procedure.

(9) Complainant, Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC each agree to bear its own fees and other expenses incurred by such party in connection with any stage of these proceedings.

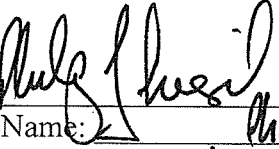
(10) Respondent Nations Roof of New England, LLC and Respondent Nations Roof, LLC hereby agree to comply with the Act in all respects in the future.

(11) None of the foregoing agreements, statements, stipulations, and actions taken by Respondents Nations Roof of New England, LLC and Nations Roof, LLC shall be deemed an admission by Respondents of the allegations contained within the Citation, Notification of Penalty and the Complaint herein. Complainant has alleged that Respondent Nations Roof, LLC and its seventeen affiliate companies (including Nations Roof of New England, LLC) together constituted a single employer for the purposes of the Act and the Citation and Notification of Penalty. Notwithstanding any other term of this Settlement Agreement, Respondents Nations Roof, LLC, and Nations Roof of New England, LLC, both deny Complainant's allegation in this regard. Nothing in this Settlement Agreement constitutes an admission, finding, or adjudication that Respondent Nations Roof, LLC and its seventeen subsidiaries constitute or constituted a single employer, as a matter of fact or law. The agreements, statements, stipulations, findings and actions taken herein are made for the purpose of settling this matter economically and amicably and they shall not be used for any purpose, except for proceedings and matters arising under the Act.

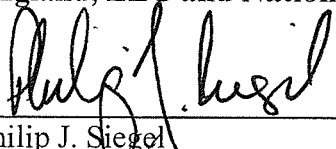
For Respondent Nations Roof of New England, LLC:


Name: Philip J. Siegel
Title: Attorney
Date: 7/25/11

For Respondent Nations Roof, LLC:


Name: Philip J. Siegel
Title: Attorney
Date: 7/25/11

For Respondents Nations Roof of New England, LLC and Nations Roof, LLC



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Exhibit A

PAYMENT SCHEDULE

Installment No.	Due Date	Amount Due
1	October 1, 2011	\$2,895.83
2	January 1, 2012	\$2,895.83
3	April 1, 2012	\$2,895.83
4	July 1, 2012	\$2,895.83
5	October 1, 2012	\$2,895.83
6	January 1, 2013	\$2,895.83
7	April 1, 2013	\$2,895.83
8	July 1, 2013	\$2,895.83
9	October 1, 2013	\$2,895.83
10	January 1, 2014	\$2,895.83
11	April 1, 2014	\$2,895.87