



**2001
AGREEMENT**

between

ALLEGHENY LUDLUM CORPORATION

covering

**Brackenridge Works
Wallingford Plant
West Leechburg Works**

and

**UNITED STEELWORKERS
OF AMERICA**

Note regarding marginal paragraph numbers:

Those marginal numbers which contain an asterisk (*) indicate that the paragraphs they identify contain new or changed language from the **1998** booklet. The new or changed language shall be in bold-faced type.



In referring to employees, the masculine gender is used for convenience only and shall refer to both males and females.

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Duration 7/1/01 - 7/1/07

10/9/02
20/6/01

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THIS AGREEMENT

0.01*

Dated **July 1, 2001** (hereinafter referred to as either the Agreement, the Basic Agreement, or the **2001 Basic Agreement**), is between ALLEGHENY LUDLUM CORPORATION (hereinafter referred to as the "Company," "Management," or "Corporation") and the UNITED STEELWORKERS OF AMERICA (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this Agreement shall be effective **July 1, 2001**.

0.02

The Company recognizes the Union as the exclusive collective bargaining representative for all of the employees of the Company as defined in Article I—Scope and General Provisions. Accordingly, the Union makes this Agreement in its capacity as the exclusive collective bargaining representative of such employees. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by an employee or the Union of a violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

ARTICLE I—SCOPE AND GENERAL PROVISIONS

Section 1. Scope

- 1.01**
- A. It is understood that this Basic Agreement pertains to the employees within the units of the Company's three plants (Brackenridge, West Leechburg, and Wallingford) for which the Union has been prior to the date of this Agreement either certified by the National Labor Relations Board or otherwise recognized by the Company as the exclusive collective bargaining agent.
- 1.02**
- B. The term "employee" as used in this Basic Agreement applies to all individuals within the units specified in Subsection A above, excluding accordingly employees at the Brackenridge, Pennsylvania, plant covered by contract with the Brotherhood of Locomotive Engineers.
- 1.03**
- C. The terms "foremen," "assistant foremen," and "supervisors," as used in this Basic Agreement, refer to persons whose work consists exclusively of supervising the work of others.
- 1.04**
- D. The Company has heretofore furnished the Union with lists of the positions excluded by Subsection B and C at each of its plants. All changes or supplements to said lists shall be furnished to the Union within 45 days after the date of this Basic Agreement, and shall be kept current by notice in writing to the Local Union within 30 days after the change occurs.
- 1.05**
- E. When Management establishes a new or changed job in a plant so that duties involving a significant amount of production or maintenance work, or both, which is performed on a job within the bargaining unit (or, in the case of new work, would be performed on such a job) are combined with duties not normally performed on a job within the bargaining unit, the resulting job in the plant shall be considered as within the bargaining unit. This provision shall not be construed as enlarging or diminishing whatever rights exist in respect of withdrawal of nonbargaining unit duties from a job in the bargaining unit provided that where nonbargaining unit duties are placed in a job in the bargaining unit under this provision, such

duties may be withdrawn at any time. Management shall, on request, furnish to the Union reasonable information to permit determination of questions of compliance with this provision.

1.06

- F. Any dispute in regard to the positions excluded by this Section or the application of the preceding four Subsections may be subject to adjustment in accordance with provisions of Article V—Adjustment of Grievances, including arbitration, if necessary.

Section 2. General Provisions

1.07

- A. It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees on non-discriminatory principles as embodied and expressed in all applicable Civil Rights and similar legislation.

1.071

A joint Committee on Civil Rights shall be established at each plant. The Union representation on the committee shall be no more than three members of the Union, in addition to the President and Chairperson of the Grievance Committee. The Union members shall be certified to the Labor Relations Manager by the Union and the Company members shall be certified to the Local Union President.

1.072

The Company and Union members of the joint Committee shall meet at mutually agreeable times as required. The joint Committee shall review matters involving Civil Rights and advise with the Company and the Union concerning them, but shall have no jurisdiction over the filing or processing of grievances. This provision shall not affect any existing right to file a grievance nor does it enlarge the time limits for filing and processing grievances.

1.08

- B. The parties have existing rights and contractual understandings with respect to contracting out. In addition, the following provisions shall be applicable to all contracting out issues arising on or after August 1, 1987.

1. Basic Prohibition

1.09

In determining whether work should be contracted out or accomplished by the bargaining unit, the guiding principle is that work capable of being performed by bargaining unit employees shall be performed by such employees. Accordingly, the Company will not contract out any work for performance inside or outside the plant unless it demonstrates that such work meets one of the following exceptions.

2. Exceptions

a. Work in the Plant

- (1) Consistent Practice Established Prior to March 1, 1983

1.10

Production, service, all maintenance and repair work, all installation, replacement and reconstruction of equipment and productive facilities, other than that listed in subparagraph 2-a- (3) below, all within a plant, may be contracted out if the consistent practice, established prior to March 1, 1983, has been to have such work performed by employees of contractors.

- (2) Consistent Practice Established On or After March 1, 1983

1.11

Production, service, all maintenance and repair work, all installation, replacement and reconstruction of equipment and productive facilities, other than that listed in subparagraph 2-a- (3) below, all within a plant, may be contracted out if (i) the consistent practice, established on or after March 1, 1983, has been to have such work performed by employees of contractors and (ii) it is more reasonable (within the meaning of paragraph 3 below) for the Company to contract out such work than to use its own employees.

- (3) Major new construction, including major installation, major replacement and major reconstruction of equipment and productive facilities, at any plant may be contracted out subject to any rights and obligations of the parties which, as of the beginning of the period commencing August 1, 1963, are applicable at that plant in the case of any plant which was in operation on or before August 1, 1958. With respect to any other plant, the period commencing date shall be the date five years after the date on which the plant started operations. A project shall be deemed major so as to fall within the scope of this exception if it is shown by the Company that the project is of a grander or larger scale when compared to other projects bargaining unit forces at the plant have performed since March 1, 1983, or are normally expected to do. Such comparisons should be made in light of all relevant factors. As regards to the term "new construction" above, except for work done on equipment or systems pursuant to a manufacturer's warranty, work that is of peripheral nature to major new construction, including major installation, major replacement and major reconstruction of equipment and productive facilities and which does not concern the main body of work shall be assigned to employees within the bargaining unit unless it is more reasonable to contract out such work taking into consideration the factors set forth in paragraph 3 or it is otherwise mutually agreed. For purposes of this provision, the term "work of a peripheral nature" may in certain instances include, but not be limited to, demolition, site preparation, road building, utility hookups, pipelines and any work which is not integral to the main body.

b. Work Outside the Plant

1.13

- (1) Should the Company contend that maintenance or repair work to be performed outside the plant or work associated with the fabricating of goods, materials or equipment purchased or leased from a vendor or supplier should be excepted from the prohibitions of this Section, the Company must demonstrate that it is more reasonable (within the meaning of paragraph 3 below) for the Company to contract for such work (including the purchase or lease of the item) than to use its own employees to perform the work or to fabricate the items.

1.14

Notwithstanding the above, the Union recognizes that as part of the Company's normal business, it may purchase standard components or parts or supply items produced for sale generally ("shelf items"). No item shall be deemed a standard component or part or supply item if:

1.141*

- (i) its fabrication requires the use of prints, sketches or detailed manufacturing instructions supplied by the Company or at the Company's behest or by another company engaged in producing or finishing steel or it is otherwise made according to detailed Company specifications or those of such other company; or

1.142*

- (ii) it involves a unit exchange; or

1.143*

- (iii) it involves the purchase of electric motors, engines, transmissions, or converters under a core exchange program (whether or not title to the unit passes to the vendor/purchaser as part of the transaction), unless such transaction is undertaken with an original equipment manufacturer, or with one of its authorized dealers, provided that

the items in the core exchange program that are sold to the Company are rebuilt using instructions and parts supplied by the original equipment manufacturer (or, if the part or parts are not stocked by the original equipment manufacturer, approved by such manufacturer).

1.144*

It is further provided that adjustments in the length, size, or shape of a shelf item, so that it can be used for a Company specific application, shall be deemed for the purposes of this Section B.2.b, to be fabrication work performed outside the plant.

1.145*

With respect to shelf items, the Company may purchase goods, materials, and equipment, where the design or manufacturing expertise involved is supplied by the vendor as part of the sale.

1.15

- (2) Production work may be performed outside the plant only where the Company demonstrates that it is unable because of lack of capital to invest in necessary equipment or facilities. In determining whether there is capital to invest in particular equipment or facilities, the Union recognizes the Company's right to make reasonable judgments about the allocation of scarce capital resources among its plants represented by the Union and their supporting facilities.

c. **Mutual Agreement**

1.16

Work contracted out by agreement of the parties pursuant to paragraph 6 below.

3. Reasonableness

1.17

In determining whether it is more reasonable for the Company to contract out work than use its own employees, the following factors shall be considered:

1.18

a. Whether the bargaining unit will be adversely impacted.

1.19

b. The necessity for hiring new employees shall not be deemed a negative factor except for work of a temporary nature.

1.20

c. Desirability of recalling employees on layoff.

1.21

d. Availability of qualified employees (whether active or on layoff) for a duration long enough to complete the work.

1.22

e. Availability of adequate qualified supervision.

1.23

f. Availability of required equipment either on hand or by lease or purchase, provided that either the capital outlay for the purchase of such equipment, or the expense of leasing such equipment, is not an unreasonable expenditure in all the circumstances at the time the proposed decision is made.

1.24

g. The expected duration of work and the time constraints associated with the work.

1.25

h. Whether the decision to contract out the work is made to avoid any obligation under the collective bargaining agreement or benefits agreements associated therewith.

1.26

i. Whether the work is covered by a warranty necessary to protect the Company's investment. For purposes of this subparagraph, warranties are intended to include work performed for the limited time necessary to make effective the following seller guarantees:

1.27

- (1) Manufacturer guarantees that new or rehabilitated equipment or systems are free of errors in quality, workmanship or design.

1.28

- (2) Manufacturer guarantees that new or rehabilitated equipment or systems will perform at stated levels of performance and/or efficiency subsequent to installation.

1.281*

For equipment or systems ordered after the effective date of the Agreement, and for the purposes of this factor only, the warranties referenced in (1) and (2) above may not be relied upon by the Company for more than 18 months following acceptance; provided, however, warranties of a longer duration may be relied upon if the Company (i) demonstrates that at the time of the sale such longer warranties are the manufacturer's published standard warranties actually offered to customers in the normal course of business; and (ii) reviews the documents relating to the warranty and the sales price with the Union members of the contracting-out committee at or near the time of the purchase.

1.29

Warranties are commitments associated with a particular product or service in order to assure that seller representations will be honored at no additional cost to the Company. Long-term service contracts are not warranties for the purposes of this subparagraph.

1.30

- j. In the case of work associated with leased equipment, whether such equipment is available without a commitment to use the employees of outside contractors or lessors for its operation and maintenance.

1.31

- k. Whether, in connection with the subject work or generally, the local Union is willing to waive or has waived restrictive working conditions, practices, or jurisdictional rules (all

within the meaning of "local working conditions" and the authority provided by this Agreement).

4. Contracting Out Committee

1.32

- a. At each plant a regularly constituted committee consisting of not more than four persons (except that the committee may be enlarged to six persons by local agreement), half of whom shall be members of the bargaining unit and designated by the Union in writing to the Plant management and the other half designated in writing to the Union by the Plant management, shall attempt to resolve problems in connection with the operation, application and administration of the foregoing provisions.

1.33

- b. In addition to the requirements of paragraph 5 below, such committee may discuss any other current problems with respect to contracting out brought to the attention of the committee.

1.34

- c. Such committee shall meet at least one time each month.

5. Notice and Information

1.35

Before the Company finally decides to contract out an item of work, the Union committee members will be notified. Except as provided in paragraph 8 below (Shelf Item Procedure), such notice will be given in sufficient time to permit the Union to invoke the Expedited Procedure described in paragraph 7 below, unless emergency situations do not permit it. Such notice shall be in writing and shall be sufficient to advise the Union members of the committee of the location, type, scope, duration and timetable of the work to be performed so that the Union members of the committee can adequately form an opinion as to the reasons for such contracting out. Such notice shall generally contain the information set forth below:

- a. Location of work.
- b. Type of work:

- (1) Service
 - (2) Maintenance
 - (3) Major Rebuilds
 - (4) New Construction
- c. Detailed description of the work.
 - d. Crafts or occupations involved.
 - e. Estimated duration of work.
 - f. Anticipated utilization of bargaining unit forces during the period.
 - g. Effect on operations if work not completed in timely fashion.

1.36

No later than August 1, 1987, Headquarters representatives of the parties shall develop a form notice for the submission of the information described above. Either the Union members of the committee or the Company members of the committee may convene a prompt meeting of the committee. Should the Union committee members believe a meeting to be necessary, they shall so request such meeting of the Company members in writing within five (5) days (excluding Saturdays, Sundays and holidays) after receipt of such notice and such a meeting shall be held within three (3) days (excluding Saturdays, Sundays and holidays) thereafter. The Union members of the committee may include in the meeting the Union representative from the area in which the matter arises. At such meeting, the parties should review in detail the plans for the work to be performed and the reasons for contracting out such work. Upon their request, the Union members of the committee will be provided relevant information in the Company's possessions relating to the reasonableness factors set forth in paragraph 3 above. Included among the information to be made available to the committee shall be an opportunity to review

copies of any relevant proposed contracts with the outside contractor. This information will be held in complete confidence by each involved Union representative. The Management members of the committee shall give full consideration to any comments or suggestions by the Union members of the committee and to any alternate plans proposed by Union members for the performance of the work by bargaining unit personnel. Except in emergency situations, such discussions, if requested, shall take place before any final decision is made as to whether or not such work will be contracted out.

1.37

Should the Company committee members fail to give notice as provided above, then not later than thirty (30) days from the date of the commencement of the work a grievance relating to such matter may be filed under the complaint and grievance procedure, except in the case of production, service or maintenance work contracted for performance outside the plant the thirty (30) day period shall begin running when the Union becomes aware or reasonably should have known that such work has been contracted out. Should it be found in the arbitration of a grievance alleging a failure of the Company to provide the notice or relevant information in the Company's possession required under this paragraph 5 that such notice or information was not provided, that the failure was not due to an emergency requirement, and that such failure deprived the Union of a reasonable opportunity to suggest and discuss practicable alternatives to contracting out, the arbitrator shall have the authority to fashion a remedy, at his/her discretion, that he/she deems appropriate to the circumstances of the particular case. Such remedy, if afforded, may include earnings and benefits to the grievants who would have performed the work, if they can be reasonably identified. Notwithstanding any other provision of this Agreement where, at a particular plant, it is found that the Company (i) committed violations of Paragraph (5) Notice and Information that demonstrate willful conduct in violation of the notice provision or constitutes a pattern of conduct of repeated violations, or (ii) violated a cease and desist order previously issued by the Board of Arbitration in connection with a violation of Paragraph (5)

Notice and Information, the Board of Arbitration may, as circumstances warrant, fashion a suitable remedy or penalty.

6. Mutual Agreement and Disputes

1.38*

The Committee may resolve the matter by mutually agreeing that the work in question either shall or shall not be contracted out. Any such resolution shall be final and binding but only as to the matter under consideration and shall not affect future determinations under this Section. **No agreement entered into after the effective date of this Agreement, whether or not reached pursuant to this Section, which directly or indirectly permits the contracting out of work on an ongoing basis, shall be valid or enforceable unless it is in writing and signed by both the President (or Unit Chair) and the Chairman of the Grievance Committee of the affected local union.**

1.39

If the matter is not resolved, or if no discussion is held, the dispute may be processed further in accordance with either of the following:

1.40

- a. By filing a complaint relating to such matter under the complaint and grievance procedure described in Article V within thirty (30) days from the date of the Company's notice, or

1.41

- b. By filing a grievance relating to such matter within five (5) days (excluding Saturdays, Sundays and holidays) from the date of the Company's notice or the date of the contracting out meeting, whichever is later, and thereafter submitting that grievance to the Expedited Procedure as set forth in paragraph 7 below.

7. Expedited Procedure

1.42

In the event that either the Union or Company members of the committee request an expedited resolution of a grievance arising under this Section, except paragraph 8 (Shelf Item

Procedure), it shall be submitted to the Expedited Procedure in accordance with the following:

1.43

- a. In all cases except those involving day-to-day maintenance and repair work and service, or emergencies, the Expedited Procedure shall be implemented prior to letting a binding contract.

1.44

- b. Unless the parties agree otherwise, within five (5) days (excluding Saturdays, Sundays and holidays) after the filing of a grievance, if either the Union or Company determines that the grievance cannot be resolved, either party (Chairperson of the Grievance Committee in the case of the local Union and the Manager of Labor Relations in the case of the Company or their designees) may advise the other party in writing that it is invoking arbitration under this Expedited Procedure and shall docket the case for arbitration. The party invoking arbitration shall include with its written notice a summary of the facts and arguments relied upon. Within five (5) days (excluding Saturdays, Sundays and holidays) following receipt of such notice, the responding party shall provide the moving party with a written summary of the facts and arguments that it relies upon.

1.45

- c. An expedited arbitration must be scheduled within five (5) days (excluding Saturdays, Sundays and holidays) of such notice to the arbitrator and heard at a hearing commencing within ten (10) days (excluding Saturdays, Sundays, and holidays) thereafter.

1.46

- d. The arbitrator must render a decision within five (5) days (excluding Saturdays, Sundays and holidays) of the conclusion of the hearing, which decision need only succinctly explain the basis for the findings.
- e. Notwithstanding any other provision of this Agreement, any case heard in the Expedited Procedure before the work in dispute was performed may be reopened by the Union in accordance with this paragraph if such work, as

actually performed, varied in any substantial respect from the description presented in arbitration, except where the difference involved a good faith variance as to the magnitude of the project. The request to reopen the case must be submitted within seven (7) days of the date on which the Union knew or should have known of the variance, and shall contain a summary of the ways in which the work as actually performed differed from the description presented in arbitration. As soon as practicable after receipt of a request to reopen, an arbitration hearing date shall be scheduled. In a case reopened pursuant to this paragraph, the Board of Arbitration shall determine whether the work in dispute, as it actually was performed, violated the provisions of Section 2-B and, if so, the remedy. The prior decision regarding the subject work shall be considered in the determination and be controlling in the subsequent dispute, except to the extent that it relied on an erroneous description.

8. Shelf Item Procedure

1.47

- a. No later than September 1, 1987, and annually thereafter, the Company shall provide the Union members of the committee with a list and description of anticipated ongoing purchases of each item which the Company asserts to be a shelf item within the meaning of paragraph 2-b-(1) above. If the Union members of the committee so request, the list shall not include any item included on a previous list where the status of that item, as a shelf item, has been expressly resolved. Within sixty (60) days of the submission of the list, either the Union members or the Company members may convene a prompt meeting of the committee to discuss and review the list of items and, if requested, the facts underlying the Company's assertion that such items are shelf items.

1.48

- b. The committee may resolve the matter by mutually agreeing that the item in question either is or is not a shelf item. With respect to any item as to which the Union members of the committee agree with the Company's assertion that

it is a shelf item, the Company shall be relieved of any obligation to furnish a contracting out notice until the next review following such agreement and thereafter, if the Union has requested that a resolved item be deleted from the shelf item list in accordance with paragraph 8-a.

1.49

- c. If the matter is not resolved, any dispute may be processed further by filing, within thirty (30) days of the date of the last discussion, a grievance in Step 3 of the complaint and grievance procedure described in Article V. Except as provided in paragraph 8-e below, such a grievance shall include all items in dispute.

1.50

- d. An item which the Company asserts to be a shelf item, but which was not included on the list referred to above because no purchase was anticipated, shall be listed and described on a contracting out notice provided to the Union not later than the regularly scheduled meeting of the contracting out committee next following purchase of the item. Thereafter, the parties shall follow the procedures set forth in paragraphs b and c above.

1.501

- e. The Union may file a grievance in accordance with paragraph 5 or 8 of this Section 2-B with respect to any unresolved item of maintenance and repair work performed outside the plant notwithstanding the inclusion of such item on the shelf item list previously furnished to the Union by the Company, provided such grievance is filed within thirty (30) days of the date on which the Union knew or should have known of the performance of the work.

9. Contractors Testifying in Arbitration

1.502

No testimony offered by an outside contractor may be considered in any proceeding alleging a violation of Section 2-B unless the party calling the contractor provides the other party with a copy of each contractor's document to be offered at least forty-eight (48) hours (excluding Saturdays, Sundays and holidays) before commencement of that hearing.

10. Annual Review

1.51

Commencing on or before August 1, 1988 and annually thereafter, the Company committee members shall meet with the Union committee members for the purpose of (i) reviewing all work whether inside or outside the plant which the Company anticipates may be performed by outside contractors or vendors at some time during the following twelve (12) months and for which no mutual agreement under paragraph 6 exists, (ii) determining such work which should be performed by bargaining unit employees and (iii) identifying situations where the elimination of restrictive practices or conditions would promote the performance of any such work by bargaining unit employees. The Union committee members shall be entitled in conducting this study to review any current or proposed contract concerning items of work performed by outside contractors and vendors and shall keep such information in complete confidence.

1.52*

By no later than September 15 of each year the local Union and Company members shall jointly submit a written report to the Union Chairman of the Allegheny Ludlum Negotiating Committee and the Vice President, **Human Resources**, of Allegheny Ludlum or their designees. The report shall list those items on which the parties disagree. The report will state the reason for such disagreements. As to individual items of work in dispute, the reviewing parties may (i) resolve the dispute, (ii) refer their dispute to arbitration under a procedure to be established by the parties, or (iii) refer the matters back to the plant without resolution in which event the specific disputes will be handled under the provisions of this Section at the time they may arise.

11. District Director/Company Labor Relations Representative

1.53

It is the intent of the parties that the members of the joint plant contracting out committee shall engage in discussions of the problem involved in this field in a good-faith effort to arrive at mutual understanding so that disputes and grievances can be

avoided. If either the Company or the Union members of the committee feel that this is not being done, they may appeal to the District Director of the Union who has jurisdiction of the plant in question and the appropriate representative of the Company Headquarters for review of the complaint about the failure of the committee to properly function. Such appeal shall result in a prompt investigation by the District Director or his designated representative and the Company's Labor Relations Representative designated for such review. This provision should in no way affect the rights of the parties in connection with the processing of any grievance relating to the subject of contracting out.

12. Penalty

1.54*

Where at a particular plant, it is found in a case arising subsequent to July 1, 2001, that the Company (i) engaged in conduct which constitutes willful or repeated violations of paragraph B.2.a or B.2.b, the first of which occurred on or after July 1, 2000; or (ii) violated a cease and desist order previously issued by the Arbitrator in connection with a violation of paragraph B.2.a or B.2.b arising on or after July 1, 2001; or (iii) in cases, the earliest of which arose on or after July 1, 2001, engaged in a pattern of conduct of repeated violations of paragraph B.2.a or B.2.b but where no remedy was otherwise appropriate because of practical overtime limits or the unavailability of employees to perform the improperly contracted out work, the Arbitrator shall, as circumstances warrant, fashion a remedy or penalty specifically designed to deter the behavior described in (i), (ii), or (iii), above.

1.55

- C. All local agreements in effect as of the date of this Basic Agreement shall remain in effect unless changed or rescinded by mutual agreement.

1.56

- D. The representatives of the Company and the Union shall continue to provide each other with such advance notice as is reasonable under the circumstances on all matters of importance in the

administration of the terms of the labor agreement, including changes or innovations affecting the relations between the local parties.

1.57

- E. It is mutually agreed that the representatives of the Company and the Union, including the members of the negotiating committees, shall hold semi-annual meetings for the purpose of improving the collective bargaining relationship and resolving any outstanding general questions pertaining thereto. Any agreement reached during the meeting will be reduced to writing and signed by the parties. The procedures for conducting such meetings are settled in a resolution adopted by the joint negotiating committees during the negotiations of the 1965 Basic Agreement, and will continue to be observed until changed by mutual agreement at a subsequent meeting.

1.58

- F. An employee assigned as a temporary foreman will not issue discipline to employees, provided that this provision will not prevent a temporary foreman from relieving an employee from work for the balance of the turn for alleged misconduct. An employee will not be called by either party in the grievance procedure or arbitration to testify as a witness regarding any events involving discipline which occurred while the employee was assigned as a temporary foreman.

ARTICLE II—MANAGEMENT

2.01

Management has the right to manage the plants of the Company except insofar as that right is limited by other provisions of this Basic Agreement.

ARTICLE III— PROHIBITION OF STRIKES AND LOCKOUTS

3.01

There shall be no strikes, lockouts or deliberate slowdowns under any circumstances during the life of this Basic Agreement. Violation of this provision by either party shall afford to the other party, in addition to

any other remedy, the right to suspend the grievance procedure until the violation ceases.

3.02

Any employee who authorizes, aids or engages in a strike or deliberate slowdown may be discharged or otherwise disciplined by the Company; provided, however, that the procedure set forth in Article VI— Suspension and Discharge shall be followed. The right of the Company to discipline an employee for a violation of this Basic Agreement shall be limited to the failure of such employee to discharge his responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his responsibilities as a representative or officer of the Union.

ARTICLE IV— UNION MEMBERSHIP AND CHECKOFF

Section 1. Union Membership

4.01

- A. Each employee who on the effective date of this Basic Agreement is a member of the Union in good standing and each employee who becomes a member after that date shall, as a condition of employment, maintain his membership in the Union.

4.02

- B. Each employee hired on or after the date of this Basic Agreement shall, as a condition of employment, upon completion of his probationary period or thirty days after the date of this Basic Agreement, whichever is the later, acquire and maintain membership in the Union.

4.03

- C. On or before the last day of each month the Union shall submit to the Corporation a notarized list showing separately for each plant the name, department symbol, and check or badge number of each employee who shall have become a member of the Union in good standing other than pursuant to Section 1-B above since the last previous list of such members was furnished to the Corporation. The Corporation shall continue to rely upon the membership lists which have been heretofore certified to it by the Union, subject to revision by the addition of new members certified to it by the Union

between such date and the date of this Agreement and to the deletion of the names of employees who have withdrawn from membership during such period. For the purposes of this Article, an employee shall not be deemed to have lost his membership in the Union in good standing until the International Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing and shall have given the Company a notice in writing of that fact.

4.04

- D. In states in which the foregoing provisions may not lawfully be enforced, the following provisions, to the extent that they are lawful, shall apply:

Each employee who would be required to acquire or maintain membership in the Union if the foregoing Union security provisions could lawfully be enforced, and who fails voluntarily to acquire or maintain membership in the Union, shall be required as a condition of employment, beginning on the 30th day following the beginning of such employment or the date of this Basic Agreement, whichever is later, to pay to the Union each month a service charge as a contribution toward the administration of this Basic Agreement and the representation of such employees. The service charge for the first month shall be in an amount equal to the Union's regular and usual initiation fee and monthly dues and for each month thereafter in an amount equal to the regular and usual monthly dues.

4.05

- E. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state law.

Section 2. Checkoff

4.06

- A. The Corporation will check off monthly dues, assessments and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary checkoff authorization cards on forms agreed to by the Corporation and the Union.

4.07

- B. At the time of his employment the Corporation will suggest that each new employee voluntarily execute an authorization for the checkoff of Union dues on the form agreed upon. A copy of such authorization card for the checkoff of Union dues shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.

4.08

- C. New checkoff authorization cards other than those provided for by Article IV-2-B above will be submitted to the Corporation through the Financial Secretaries of the Local Unions at intervals no more frequent than once each month. On or before the last day of each month the Union shall submit to the Corporation a summary list of cards transmitted in each month.

4.09

- D. Deductions on the basis of authorization cards submitted to the Corporation shall commence with respect to dues for the month in which the Corporation receives such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

4.10

- E. In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month; provided, however, that the accumulation of dues shall be limited to two months. The International Treasurer of the Union shall be provided with a list of those employees for whom double deduction has been made.

4.11

- F. The Union will be notified of the reason for non transmission of dues in case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

4.12

- G. Unless the Corporation is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the employee who has furnished an authorization shall be the monthly Union dues. The Corporation will deduct initiation fees when notified by notation on the lists referred to in Subsection C of

this Article, and assessments as designated by the International Treasurer. With respect to checkoff authorization cards submitted directly to the Corporation, the Corporation will deduct initiation fees unless specifically requested not to do so by the International Treasurer of the Union after such checkoff authorization cards have become effective. The International Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this Subsection.

4.13

- H. The parties shall make such arrangements as may be necessary to adapt the foregoing checkoff provisions to the checkoff of the service charge referred to in Section 1-D of Article IV above pursuant to voluntary authorizations therefor.

4.14

- I. The provisions of this Section 2 shall be effective in accordance and consistent with applicable provisions of federal law.

Section 3. Saving Clauses

4.15

The Union shall indemnify and save the Corporation harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Corporation for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.

Section 4. General Provisions

4.16

The Corporation agrees that, for the purpose of preserving and continuing the present satisfactory relationship existing between the Corporation and its employees and the Union, it would be desirable for those employees who are not now members of the Union to join the Union, and that all members of the Union remain in good standing. The Corporation, with a view to aiding in the accomplishment of that end, hereby gives assurance that it will cooperate with the Union in every way which, by mutual agreement, appears to be practicable.

4.17

The Company will not illegally oppose the organizing of any newly acquired plant.

4.18

On the basis of deduction authorization forms received from the respective credit unions, the Company will make deductions to the credit unions in a whole dollar amount so stated on the form. The individual employees will indemnify and hold the Company harmless from any claims in connection with this credit union deduction. Employees will be permitted to change the amount of their credit union deduction on a quarterly basis.

ARTICLE V—ADJUSTMENT OF GRIEVANCES

Section 1. Purpose and Scope

5.01

It is the purpose of this Article to provide the procedure for the prompt, equitable adjustment of grievances. The procedure is available to either the Company or the Union.

5.02

The procedural steps for the settlement of grievances hereinafter set forth represent a general standard which may be modified at any plant by agreement between Management and the Union if the modifications agreed upon are in harmony with a procedure best suited for the orderly and expeditious settlement of grievances at the plant in question.

5.03

It is agreed by the parties that the procedure provided in this Article is adequate if followed in good faith by both parties for fair and expeditious settlement of differences between the Company and the Union as to the interpretation or application of or compliance with the provisions of this Basic Agreement.

5.04

"Grievance" as used in this Basic Agreement means a matter, to be processed as hereinafter set forth, which involves the interpretation or application of, or compliance with, the provisions of this Basic Agreement.

5.05

Should retroactivity of any settlement be agreed upon or awarded in connection with grievances, the effective date for adjustment of such grievances relating to:

5.06

- (a) Suspension and discharge cases shall be in accordance with the provisions of Article VI—Suspension and Discharge and should the final settlement of such a grievance or hearing result in a modification of the penalty, the employee shall receive full compensation for all time lost from work in accordance with the terms of the modification of the suspension or discharge.

5.07

- (b) Cases involving rates of pay for new or changed jobs shall be the date the employee started to work on the changed or new job unless otherwise mutually agreed upon by the parties.

5.08

- (c) Seniority cases shall be the date of the occurrence or nonoccurrence of the event upon which the grievance is based, but in no event earlier than 30 days prior to the date the employee notified his supervisor that he is entitled to the job under provisions of Article XI—Seniority or the date of filing a written grievance in Step 1 of Article V—Adjustment of Grievances, whichever is earlier, except as otherwise provided in Article XI—Seniority.

5.09

- (d) Rates of pay (other than new or changed jobs or new incentives), overtime, allowed time, vacation, jury pay and Sunday premium, and any other matter which is not of a continuing nature, shall be the date of the occurrence or nonoccurrence of the event upon which the grievance is based.

5.10

- (e) Incentives shall be in accordance with the provisions of Article VII.

5.11

- (f) The effective date for adjustment of grievances involving matters other than those referred to in subparagraphs (a) through (e) above and which are of a continuing nature, shall be no earlier than 30 days prior to the date the grievance was first presented in written form.

Section 2. Grievance Committee

5.12

- A. A Grievance Committee, which shall be named in writing by the Union, shall be established for each plant. The Union shall designate one member of the committee to serve as Grievance Chairperson. Grievance Committee members and the President of the Local Union involved, shall be afforded such time off, without pay, as may be required to attend meetings relative to grievances and to make investigations in connection therewith. Visits to departments other than their own by Grievance Committee members and the Local Union President shall be allowed for the purpose of such investigation after permission has been obtained from the department management of the department in which they work, which permission shall be granted at reasonable times.

5.13

- B. Shop Stewards, who shall be named in writing, may also be appointed by the Union to facilitate the prompt handling of grievances. Department Grievance Representatives or Shop Stewards shall be permitted to represent employees in Step 1 of the grievance procedure only, and shall be afforded such time off, without pay, as may be required in the performance of such duties. Other employees invited by mutual agreement to participate in Steps 1 and 2 of the Grievance procedure shall also be afforded such time off, without pay, as may be required for such participation.

Section 3. General Provisions

5.14

- A. All grievances, except those of general character pertaining to the plant as a whole, shall be presented on three copies in Step 1 of the grievance procedure on forms agreed on by the Labor Relations Representative and Grievance Chairperson, and shall be dated and properly signed by the employee or employees in whose behalf the grievance is filed or an employee's representative in whose behalf the grievance is filed and the Department Grievance Representative or Grievance Chairperson up to or at the Step 2 hearing. Company grievances shall be presented in like manner and form to the Department Grievance Representative and shall be signed by the Department Manager. Grievances relating to matters of general character shall be prepared in the same manner, signed by the

Grievance Chairperson in the case of a Union grievance, and by the Labor Relations Representative in the case of a Company grievance, and shall be presented in Step 2 of grievance procedure.

5.15

- B. In the event an employee dies, the Union may process on behalf of his legal heirs any claim he would have had relating to any monies due under any provision of the Agreement. The Company shall notify the spouse of a deceased employee of all wages and benefits provided pursuant to this Agreement.

5.16

- C. At all steps in the grievance procedure, and particularly at the 2nd Step and above, the grievant and the Union Representative shall disclose to the Company Representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, Company Representatives, including foremen, shall disclose all the pertinent facts relied upon by the Company.

5.17

- D. When a grievance is filed in Step 2, or appealed to Step 2 or to Step 3, it shall be entered on an agenda by the party filing or appealing the grievance. A copy of this agenda shall be forwarded in the case of Step 2 proceedings to the Grievance Chairperson or the Labor Relations Representative, whichever shall be appropriate, and in the case of Step 3 proceedings to the Director of Labor Relations of the Company or the Representative of the International Union, whichever shall be appropriate, at least five days before the meeting. Only matters entered on such agenda shall be considered at such meetings, unless otherwise arranged by agreement.

5.18

- E. Minutes of grievance meetings shall be prepared under the direction of the Labor Relations Representative in Step 2 and the Director of Labor Relations in Step 3 and shall contain the following information as briefly as possible:
- (1) Date and place of meeting;
 - (2) Names and positions of those present;
 - (3) The identification number & description of the grievance discussed together with a brief explanation of the Union's position & the Company's position and the disposition thereof.

5.19

Two copies of such minutes shall be transmitted to the Grievance Chairperson in Step 2 and to the Representative of the International Union in Step 3 within 10 days from the date of the meeting.

5.20

- F. Any decision not appealed to the next step of the grievance procedure within 15 days from the date a written decision is furnished in accordance with the provisions hereinafter set forth, unless an extension is agreed upon, shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual consent. Such settlements in Steps 1 and 2 shall not be considered as binding precedents.

5.21

- G. Unless it is mutually agreed in writing by the parties to delay the processing of a grievance after appeal to Step 2 or to Step 3, the grievance, in the case of Step 2 proceedings, will be placed on the agenda of the next grievance meeting but in no event shall such meeting be held later than 10 days following the date of such appeal, and in the case of Step 3 proceedings such meeting shall be held no later than 30 days following the date of such appeal.

5.211

- H. Step 3 meetings shall not be postponed except in unusual circumstances. Any party requesting a postponement shall do so in writing, giving the reason therefor and stating that the meeting shall take place at a prompt later date.

5.22

- I. Answers to grievances in each succeeding step of the grievance procedure will contain the proper explanation falling within the scope of the step concerned.

5.23

- J. Monthly meetings between the Department Head and the Department Grievance Representative will be held at times mutually agreed upon by the parties in order to discuss problems of mutual interest.

5.24

- K. The District Director or the Representative of the International Union who customarily handles grievances from a plant in Step 3 shall have access to the plant, subject to established rules of the plant, at reasonable times to investigate grievances with which he is concerned.

Section 4. Procedural Steps

5.25

- A. There shall be four steps in the procedure for consideration of grievances as follows:

Step 1—Department Level

Step 2—Plant Level

Step 3—Corporation Level

Step 4—Arbitration

Step 1—Department Level

5.26

An employee who believes that he has a justifiable request or complaint (other than a grievance) may discuss the request or complaint with his foreman, with his Department Grievance Representative being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his Department Grievance Representative and in such event the Department Grievance Representative, if he believes the request or complaint merits discussion, shall take it up with the employee's foreman in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires.

5.27

If the complaint or request concerns only the individual or individuals involved, its adjustment will not be inconsistent with the terms of this Basic Agreement, and its settlement will have no effect upon the rights of other employees, the individual or individuals involved may effectively request that the matter be dropped. Likewise, if followed in good faith by both parties, the foregoing procedure should lead to a fair and speedy solution of most of the complaints arising out of the day-to-day operation of the plant. However, if a complaint or request has not been satisfactorily resolved by oral discussion in Step 1, it can be presented in writing and further processed if the Department Grievance Representative determines that it constitutes a meritorious grievance.

5.28

When a grievance is to be filed, it shall be filed promptly in writing (in triplicate) with the foreman on forms furnished by the Company, shall be dated and signed as set forth in Paragraph A of Section 3 above and should include such information and facts as may be of aid to the

Company and the Union in arriving at a fair, prompt, and informed decision. A Department Grievance Representative shall be present at all discussions of a grievance in Step 1. The foreman will transmit the grievance to the Department Head for answer. The answer to the grievance shall be given within three days from the filing thereof, with an extension of two days if requested by either party, and shall be given in writing on the grievance form as follows:

"The Department Grievance Representative and/or employee and his foreman have fully discussed this grievance and I have determined as follows:(Insert Reasons)"

Such answer shall indicate the date the grievance form was received and shall be signed and delivered to the Department Grievance Representative. If the grievance is settled in Step 1, the terms of the settlement will be set forth on the grievance form, which shall then be signed by both the Department Head and the Department Grievance Representative.

5.281

The foreman and the Department Head shall have the authority to resolve matters in Step 1. The Department Grievance Representative shall have the authority to settle or withdraw matters in Step 1. If the grievance is settled in Step 1, the terms of the settlement will be set forth on the grievance form, which shall then be signed by both the Department Head and the Department Grievance Representative.

Step 2—Plant Level

5.29

If a satisfactory settlement of the grievance has not been made in Step 1, the Grievance Chairperson may then present a Union grievance to the Labor Relations Representative for consideration and the Labor Relations Representative may present a Company grievance to the Grievance Chairperson for consideration, as the case may be. However, if the grievance relates to matters general in character, pertaining to the plant as a whole, it may be originally presented in writing on three copies in proper form to the Labor Relations Representative, where the matter is initiated by the Union, or the Grievance Chairperson where the matter is initiated by the Company. Such grievances shall be presented at the same time as the agenda of the Step 2 meeting.

5.30

Grievances shall be considered in hearings between the Labor Relations Representative and the Plant General Grievance Committee

to be held in accordance with Section 3-G of this Article and shall be answered in writing by the Labor Relations Representative within 15 days of the hearing, unless the time is extended by mutual agreement. Such request for an extension of time will not be unreasonably denied by the Union. If the Step 2 answer is not given within the 15 days or mutually extended period, then the grievance may be appealed to Step 3 upon notice by the Union to the Company.

5.31

The Step 2 participants may by agreement invite to participate in the discussion such additional representatives from the plant as may be available for aid but such additional participants shall not relieve the Step 2 participants from responsibility for solving the problem. To facilitate such discussion, the Step 2 participants may extend the time limits herein.

5.311

The Labor Relations Representative or his designated representative shall have the authority to resolve any grievance in Step 2. The Grievance Chairperson or the appropriate Department Grievance Representative shall have the authority to settle or withdraw any Union grievance in Step 2.

Step 3—Corporation Level

5.32

If a satisfactory settlement of a grievance has not been made in Step 2, the Representative of the International Union may appeal a Union grievance to the Director of Labor Relations of the Company, and the Director of Labor Relations may appeal a Company grievance to the Representative of the International Union for consideration.

5.33

The Director of Labor Relations (or his authorized representative) and the Representative of the International Union shall consider all Step 3 matters at meetings to be held in accordance with Section 3-G of this Article. There may be present at these meetings such additional Union Representatives and Company Representatives for the local plant concerned as the Representative of the International Union or the Director of Labor Relations may designate.

5.34

Grievances considered in Step 3 shall be answered in writing by the Director of Labor Relations or by the Representative of the International

Union, whichever may be appropriate, within 10 days after the dates of such Step 3 meetings unless by mutual agreement an extension of time is arranged.

5.341

The Company representative shall have the authority to resolve any grievance in Step 3. The Representative of the International Union shall have the authority to settle or withdraw any Union grievance in Step 3.

Step 4—Arbitration

5.35

A Permanent Board of Arbitration will be established and will remain for the term of this Agreement. The arbitrator(s) will be assigned cases on a lottery basis. If a grievance is not answered in Step 3 of the grievance procedure, the grievance may be appealed to arbitration within 30 days. Notification of assignment to the arbitrator must be within 15 days of the appeal.*

5.36

Unless otherwise mutually agreed by the parties, the arbitration hearing must be held in the close vicinity of the plant which is arbitrating the grievance and no arbitrator will be used unless he is willing to go to the job to personally look over the situation.

5.37

The arbitrator shall not have the power to add to, subtract from, alter or modify in any manner any of the terms of this Basic Agreement, or any agreement supplemental hereto. The arbitrator shall have exclusive authority to determine whether he has jurisdiction over any matter submitted to him for arbitration. Any case appealed to the arbitrator on which he determines he has no power to rule shall be referred back to the parties without decision or recommendation. The decision of the arbitrator in matters over which he has jurisdiction shall be final and binding upon the parties.

5.38

Awards by the arbitrator may or may not be retroactive as the equities of particular cases may demand, but the limitations pertaining to settlements or awards made in connection with grievances as stated in Section 1—Purpose and Scope of this Article, shall be observed in any case where the arbitrator's award is retroactive. The arbitrator must issue his/her decision within 60 days of the receipt of the transcript of the hearing, if one is utilized, or within 60 days of the hearing if no transcript

is utilized. Failure to adhere to these time limits will result in the non-acceptance of the decision, and non-payment to the arbitrator. The case will then be reassigned to another arbitrator on the panel for a hearing.

5.39

The fees and expenses incident to the arbitrator shall be shared equally by the Company and the Union. In the event of a cancellation or postponement of an arbitration that results in an arbitrator's cancellation fee, the cancelling/postponing party shall be responsible for the cancellation fee.

Section 5. Time Computations

5.40

In the computations of time limitations set forth in this Article V — Adjustment of Grievances, Saturdays, Sundays and holidays shall be excluded.

ARTICLE VI—SUSPENSION AND DISCHARGE

6.01

The company may discipline an employee for just cause in accordance with the following procedure:

6.02

Any employee who is required to engage in a disciplinary meeting with any Management Representative which is either investigatory in nature or is for the purpose of giving a disciplinary suspension is entitled to be accompanied by a Union Representative if he so desires, and such employee will be advised of his right to be accompanied by a Union Representative. Furthermore, at the request of the appropriate Union Representative, Management will discuss the facts of any case in which a written warning has been issued with the objective of avoiding a subsequent occurrence of similar conduct by the employee involved.

6.021*

Any reprimands or suspensions as a result of an employee's actions must be issued **to both the employee and the Union** within ten (10) days (excluding Saturdays, Sundays, and holidays) of the occurrence. Failure to issue a reprimand/suspension within such time period will constitute a waiver of the Company's right to discipline the employee for that alleged action. **Extensions may be requested by either party and such requests will not be unreasonably withheld.**

6.03

An employee shall not be peremptorily discharged or suspended for a period of five days or more but in all cases in which Management shall conclude that an employee's conduct may justify discharge or suspension of five days or more, he shall first be suspended for a period of five calendar days by a written notice from Management, and the appropriate Union Representative shall be notified of the action before the end of the turn. This notice shall state that a hearing will be held on the third day of the five-day suspension unless some other date is mutually agreed upon.

6.04

The hearing shall be held before the Labor Relations Manager or whomever such Manager shall designate with appropriate Company and Union Representatives present. At such hearing, the facts available at the time concerning the employee, his record and other pertinent information shall be made known to both parties. After such hearing, the Labor Relations Manager, or his designated representative, shall within two days, state whether the suspension shall be extended, reduced, sustained, revoked or converted into a discharge, depending upon the information presented. If the suspension is revoked, the employee shall be returned to his employment and receive full compensation at his regular rate of earnings for the time lost. Summary minutes of the Labor Relations Manager's hearing shall be transmitted to the Local Union and the appropriate International Staff Representative. In the event disposition shall be unsatisfactory to the Union, the Union may, within 10 days, exclusive of Saturdays, Sundays, and holidays, after such disposition, appeal the decision to arbitration as provided in Article V—Adjustment of Grievances, and the arbitrator will consider all the facts available at the date of the arbitration hearing, including the employee's record and other pertinent information. The arbitrator shall take into consideration the equal guilt of other employees involved but not disciplined for the same offense.*

6.041

In the event of a suspension (a) of five (5) days or more or (b) converted into a discharge where the disposition is unsatisfactory to the Union, an appeal may be taken, within ten (10) days, to the Third Step Representatives of the parties. The matter may then be processed through the grievance procedure as provided in Article V.

*See West Leechburg Works local agreement.

6.05

When Management, because of an employee's alleged misconduct, suspends the employee for a period of four days or less, the appropriate Union Representative shall be notified of the action before the end of the turn and the employee may file a grievance in accordance with Article V—Adjustment of Grievances, commencing with Step 2.*

6.06

Should a final settlement or decision of an arbitrator result in a modification of the penalty, the employee shall receive full compensation for the time lost from work in accordance with the terms of the modification of the penalty.

6.07

In all matters involving reprimands, suspensions, or discharge, copies of all notices and correspondence between the Company and the employee or employees shall be forwarded to the Local Union Grievance Chairman promptly. These copies will be forwarded for informational purposes only, and will not be used as a procedural defense in the grievance procedure by either party.

6.08

The Company in arbitration proceedings will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred five or more years prior to the date of the event which is the subject of such arbitration and, in any event, reports concerning infractions by an employee will not be held against any such employee who has a clean record for two years following the date of his last infraction, except to refute any claim by him in a subsequent case under this Article that his record was clean during any such prior period.

6.09

The Company agrees that it shall not subpoena or call as a witness in arbitration proceedings any employee or retiree from a production and maintenance or a salaried clerical and technical bargaining unit in the plant from which the grievance arises. The Union agrees that it shall not subpoena or call as a witness in such proceedings any nonbargaining unit employee or retiree.

*With regard to written reprimands or suspensions of four days or less, note the applicability of Section 6-(B) of Appendix D hereof.

ARTICLE VII—RATES OF PAY

Section 1. Standard Hourly Wage Scales

7.01

The standard hourly wage scales of rates for the respective job classes shall be those set forth in Appendix A of this Basic Agreement.

7.011

All employees hired subsequent to the date of this Agreement shall be paid at a rate of 20% less than the applicable rate of the job being performed until completion of 18 months of active work after which the employee will be paid the full rate for the job performed. This Learner Rate shall not be applicable to the trade or craft positions.

Section 2. Application of the Standard Hourly Wage Scales

7.02

A. The standard hourly wage scale rate for each job shall be as set forth in Appendix A. In addition:

7.03

(1) A schedule of trade or craft rates containing:

(a) a standard rate equal to the standard hourly wage scale rate for the respective job class of the job; (b) an intermediate rate at a level two job classes below the standard rate; and (c) a starting rate at a level four job classes below the standard rate, is established for each of the following repair and maintenance trade or craft jobs*:

Bricklayer	Engine Repair-
Carpenter	Person/Pipe-
Carpenter—Painter	Fitter
(Leechburg)	Engine Repair
Carpenter—Painter	Ironworker (Leechburg
Sheeter	Central Craft)
Electrician	Machinist
(Armature	Millwright
Winder)	Millwright-Expanded

*See Article XV of this Basic Agreement.

Electrician (Lineman)	(Leechburg Boiler- house)
Electrician (Shop)	Mobile Equipment Mechanic
Electrician (Wireman)	Motor Inspector
Electronic- Instrument- Technician	Painter
Electromechanical	Pipefitter
Scale Repair Person	Rigger
Air Conditioning	Roll Turner
Repair (Brackenridge)*	Sheet Metal Worker
Electrical Expanded (Vandergrift)*	Welder
	Mechanical Expanded (Vandergrift)*
	Electronic Specialist (Vandergrift)*

* It is hereby agreed that this addition shall have no impact on the classification of the jobs.

- (2) A schedule of apprentice rates for the respective apprentice training periods of 1,040 hours of actual training experience with the Company in the trade or craft in each training period is established at the level of the standard hourly wage scale rates for the respective job classes as follows:

TRAINING PERIODS OF 1040 HOURS

TRADE OR CRAFT

APPRENTICESHIP	1st	2nd	3rd	4th	5th	6th	7th	8th
JOB CLASSES								
Bricklayer	6	7	8	9	10	11	12	—
Carpenter	5	6	7	8	9	10	—	—
Electrician (Armature Winder)	5	6	7	8	9	10	11	—
(Lineman)	6	7	8	9	10	12	—	—
(Wireman)	6	7	8	9	10	11	12	13
(Shop)	5	6	7	8	9	10	11	—
Electronic Repair.....	7	8	9	10	11	12	13	14
Engine Repair.....	5	6	7	8	9	10	11	—
Instrument Repair.....	6	7	8	9	10	11	12	13
Machinist	6	7	8	9	10	11	12	13
Millwright... .. .	5	6	7	8	9	10	11	—
Mobile Equipment Mechanic	5	6	7	8	9	10	11	—
Motor Inspector	5	6	7	8	9	10	11	—
Painter	5	6	7	8	—	—	—	—
Pipefitter... .. .	5	6	7	8	9	10	—	—
Rigger	6	7	8	9	10	11	—	—
Roll Turner	6	7	8	9	10	11	12	—
Sheet Metal Worker.....	6	7	8	9	10	11	12	—
Welder	6	7	8	9	10	11	—	—

7.05

In the event apprenticeship programs are established for crafts not listed above, the wage progression shall be negotiated and established in accordance with the pattern set above.

7.06

- B. Each hourly wage rate established under the foregoing Subsection A of this Section 2 and as set forth in Appendix A is recognized as the rate of a fair day's pay on the job and the established rate of pay for all hours of work on a non-incentive job.

7.07

- C. (1) Each standard hourly wage rate established under the foregoing Subsection A of this Section 2 and as set forth in Appendix A is recognized as the rate of a fair day's pay on the job and is:

7.08

- (a) The established hourly base rate of pay under an incentive that has been applied to the job since May 3, 1947, or that may be applied to the job during the term of this Agreement; and

7.09

- (b) The established minimum rate of pay for the purpose of minimum guarantee set forth in Section 5 of this Article.

7.10

- (2) In addition, for each hour worked on an incentive job the applicable hourly additive in Appendix A shall be added to incentive earnings calculated on the applicable incentive calculation rate in Appendix A.

7.11

- D. The established rate of pay for each production or maintenance job, other than a trade or craft or apprentice job as defined in Subsection A of this Section 2, shall apply to any employee during such time as the employee is required to perform such job.

7.12

- E. The established starting rate, intermediate rate, or standard rate of pay for a trade or craft job as defined in Subsection A-(1) of this Section 2 shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the applicable provisions of the applicable Job Description and Classification Manual as identified in Article VII, Section 3-A.

7.13

- (1) Each employee in the plant regularly performing the described work of a journeyman in a given trade or craft and each employee subsequently hired as a journeyman shall be assigned either to the established starting rate, intermediate rate or standard rate classification of the respective trade or craft, which assignment shall be on the basis of each individual employee's qualifications and ability in relation to the requirements of the job under consideration.

7.14

- (2) Employees thus assigned to starting rates or intermediate rates may thereafter, at regular intervals of 1,040 hours of actual work for the Company in the given trade or craft, request and shall receive a determination of qualifications and ability, and shall be reclassified into the next higher rate classification of the respective trade or craft if such determination discloses that satisfactory qualifications and ability have been developed by the employees during the intervening period of time.

7.15

- (3) Employees trained through apprenticeship course in the future in a given trade or craft shall, upon satisfactory completion of the apprentice course: (a) be assigned to the established starting rate of the respective trade or craft; (b) thereafter accede to the intermediate rate at the end of 1,040 hours of actual work experience with the Company in the trade or craft; and (c) thereafter accede to the standard rate at the end of an additional 1,040 hours of actual work experience with the Company in the trade or craft.

7.16

- F. With the exception of the foregoing trade or craft jobs, for all other jobs (such as helper jobs, service jobs, machine operator jobs, related but limited purpose jobs, etc.) in all repair and maintenance shops, there shall be established a single standard hourly wage rate equal to the plant standard hourly wage scale rate for the respective job class of the job.

7.17

- G. The established apprentice rates of pay shall apply to an employee in accordance with the apprentice training periods as defined respectively in Subsection A-(2) of this Section 2.

7.18

- H. The number of trade or craft employees and the number of other employees on position-rated repair and maintenance jobs shall be determined by Management. The placement or displacement of such employees on or from such jobs shall be in accordance with Article XI—Seniority of this Basic Agreement.

7.19

- I. Article VII, Section 2-1, of the 1965 Basic Labor Agreement provided for an increase by two full job classes of each of the trade and craft jobs listed in Section 2-A-(1) of said Article VII, and similarly other jobs were increased by two full job classes pursuant to the Trade and Craft Memorandum of Understanding attached to the aforesaid Agreement. Said Section 2-1 provided that this addition shall be identified as a trade or craft convention and shall be recorded as a separate item in Factor 7 of the agreed-upon classification. As provided in the 1968 Agreement, such increase in Factor 7 is an adjustment in the Trade and Craft Master Job Classifications. In addition, the specific jobs adjusted by the two full job class additive under Factor 7 shall be deemed to be jobs classified under the Manual identified in Article VII, Section 3-A, hereof. Each such additive shall also apply to apprentices working on incentive, where appropriate.

**Section 3. Job Descriptions and
Classifications, and Incentives****7.20**

It is recognized that (i) changing conditions and circumstances may from time to time require the installation of new wage rates, adjustment of existing wage rates or modification of wage rate plans because of the creation of new jobs, development of new manufacturing processes, changes in equipment, changes in the content of jobs or improvements brought about by the Company in the interest of improved methods and product and that (ii) when changes are made in equipment, method of processing, material processed or quality of production standards which would result in a substantial change in job duties or requirements, adjustments of hourly rates or incentive plans may be required. In such cases the following procedures shall apply under the applicable circumstances:

A. Description and Classification of New or Changed Jobs

7.21

In the interest of the effective administration of the Job Description and Classification procedures as set forth in the 1971 Job Description and Classification Manual, a Plant Union Committee on Job Classification (hereinafter called the Plant Union Committee) consisting of not more than three employees designated by the Union shall be established in each plant.

7.22

The 1971 Job Description and Classification Manual (hereinafter referred to as the "Manual") shall be used to describe and classify all new or changed jobs and is hereby made a part of this Agreement.

7.23

The Job Description and Classification for each job in effect as of the date of this Agreement shall continue in effect unless (1) Management changes the job content (requirements of the job as to the training, skill, responsibility, effort, and working conditions) to the extent of one full job class or more; (2) the job is terminated or not occupied during a period of one year; or (3) the description and classification are changed in accordance with mutual agreement of officially designated representatives of the Company and the Union.

7.24

When and if from time to time the Company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort, and working conditions) of an existing job to the extent of one full job class or more, a new job description and classification for the new or changed job shall be established in accordance with the following procedure:

7.25

1. Management will develop a description and classification of the job in accordance with the provisions of the Manual, or upon written request of the Plant Union Committee in case of a changed job Management will complete, within the earliest possible time, which will not exceed four weeks of the request, a study to determine whether a job description and classification should be changed.

7.26

2. The proposed description and classification will be submitted to the Plant Union Committee for approval, and except as provided in clause 5 below, the standard hourly wage scale rate for the job class to which the job is thus assigned shall apply in accordance with the provisions of Section 2-A of this Article. At the same time copies of the proposed description and classification or changes from the old description and classification (Form G's) shall be sent to a designated representative of the International Union. If the job involves new-type facilities or a new-type job, special designation of this fact shall be made.

7.27

3. The Plant Union Committee and Management shall discuss and determine the accuracy of the proposed job description and classification. For this purpose the Company will permit the Union's representatives to inspect and study the job in the plant, and it will make available to the Union all data and considerations used in arriving at the proposed hourly rate. If agreement is reached, the resulting classification shall be effective as of the date when the new job was established or the change or changes installed.

7.28

4. The Plant Union Committee shall be exclusively responsible for the filing of grievances and may at any time within 30 days from the date of installation file a grievance with the plant management representative designated by the Company alleging that the job is improperly described and/or classified under the provisions of the Manual. Thereupon, the Plant Union Committee and Management shall prepare and mutually sign a stipulation setting forth the factors and factor codings which are in dispute. Thereafter, such grievance shall be referred by the respective parties to their Third Step Representatives for further consideration. In the event the Third Step Representatives are unable to agree on the description and classification within 30 days, they shall prepare and mutually sign a stipulation (by which either party shall have the right to amend the stipulation made by the Plant Union Committee and Management) setting forth the factors and

factor codings which are in dispute, a copy of which shall be sent to a designated representative of Management and the aforementioned Representative of the International Union.

7.29

5. If in the case of the proposed description and classification of a new job, Management and the Plant Union Committee are unable to agree on its factoring under the Manual, the "temporary hourly rate" for starting the job shall be the rate applying to the job class at the midpoint between the Company and the Local Union proposals, disregarding fractions, and the hourly rate for such new job shall be submitted for determination to an arbitrator selected in accordance with the grievance procedure and pursuant to the stipulation by the parties' Third Step Representatives as to the disputed factors and factor codings, and without going through the procedures in clauses 6 and 7 hereof. The arbitrator shall not be governed by any presumption that the temporary hourly rate is the proper hourly rate for such job.

7.30

6. Upon request of either party's Third Step Representative the matter (other than one provided for in clause 5 above) may be referred to the aforementioned designated representative of the International Union and a designated representative of Management, respectively, who may request that the proposed description and classification be submitted to them for their review and resolution. In the event either of said representatives request such review, they shall meet for this purpose and shall, within 60 days, advise the Third Step Representatives of their agreement or failure to reach agreement.

7.31

7. If said representatives fail to reach agreement within the 60-day period, the Union's Third Step Representative may, within 15 days thereafter, request that the issues in dispute be submitted to arbitration. If submitted to arbitration, the issue shall be limited to the factors stipulated at that time by the respective Third Step Representatives as being in dispute and the decision shall be effective as of the date when the new job was established or the change or changes installed.

- 7.32**
8. Any of the time limitations specified in clauses 4, 6, or 7 above may be extended by mutual agreement in writing of the appropriate representative of the Company and the Union involved therewith.

- 7.33**
9. In the event the parties fail to agree as provided, and no request for review or arbitration is made within the time provided, the classification as prepared by the Company shall be deemed to be approved. If a review is requested, the temporary rate, if any, established pursuant to M.R. 7.29 shall be suspended.

- 7.34**
10. In the event Management does not develop a new job description and classification, the Plant Union Committee may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that a job description and classification be developed and installed in accordance with the provisions of the Manual. The resulting classification shall be effective as of the date when the new job was established or the change or changes installed.

B. Incentives

- 7.35**
- (1) By mutual agreement of the parties, incentives may be established to cover: (i) new jobs; (ii) jobs not presently covered by incentive applications; or (iii) jobs covered by an existing incentive plan where, during a current three-month period, the straight-time average hourly earnings of employees under the plan are equal to or less than the average of the standard hourly wage rates for such employees.

- 7.36**
- (2) **New Rates for New Jobs**

- 7.37**
- (a) If agreement has been reached by the Company and the Union Committee upon the use of an incentive plan, Management will develop an appropriate incentive plan within six months from the date of agreement.

7.38

- (b) The incentive plan shall then be the subject of collective bargaining between the Company and the Union Committee. For this purpose, the Company will permit the Union's representatives to inspect and study the job in the plant, and it will make available to the Union all data and considerations used in arriving at the proposed incentive plan.

7.39

- (c) If agreement is reached on an incentive plan, the plan shall be established for a trial period of three months. This trial period may be shortened or lengthened by mutual agreement. At the end of the trial period, the plan shall again be the subject of collective bargaining, as before. If agreement is reached, the agreed-upon plan shall remain in effect until changed in accordance with paragraph 3 hereof.

7.40

- (d) If it has been agreed that an incentive plan is to be used, and no agreement has been reached on the plan to be used prior to the starting of the job, a premium of 15% over the hourly rate shall be paid until an incentive plan is established.

7.41

- (e) Upon the submission of an incentive plan after the job has been started, the parties shall bargain collectively on the plan, and failing to reach agreement, the Company shall install the plan for a trial period as provided under (c) above.

7.42

- (f) In the event that the parties fail to agree upon an incentive plan after the termination of the three months' trial period, the determination of the incentive plan shall be submitted to an arbitrator selected in accordance with the grievance procedure.

7.43

- (g) Retroactive adjustments due any employee under this paragraph shall be effective as of the date the employee started to work on the new job unless otherwise mutually agreed upon in writing by the parties.

7.44

(3) New Rates for Changed Jobs

7.45

The following shall apply to the adjustments or replacements of incentives:

7.46

- (a) The Company shall adjust an incentive to preserve its integrity when it requires modification to reflect new or changed conditions which are not sufficiently extensive to require cancellation and replacement of the incentive and which results from mechanical improvements made by the Company in the interest of improved methods or products, or from changes in equipment, manufacturing processes or methods, materials processed, or quality or manufacturing standards. Such adjustment shall be made effective as of the date of the new or changed conditions requiring it and shall be established in accordance with the following procedures:

7.47

- (i) Management will develop and install the adjustment as soon as practicable.

7.48

- (ii) The adjustment will be submitted to the Union Committee for the purpose of notification, and Management shall furnish such explanation of adjustment as shall reasonably be required to enable the Union representative to understand how such adjustment was developed.

7.49

- (iii) The employees affected may at any time after 30 days, but within 60 days following installation, file a grievance which shall be processed under the grievance and arbitration procedure of this Agreement. If the grievance is submitted to the arbitration procedure, the arbitrator shall decide the issue of compliance with the requirements of this paragraph and the decision of the arbitrator shall be effective as of the date when the adjustment was put into effect.

7.50

- (iv) In the event Management does not adjust an incentive, as provided in this paragraph, the employee or employees affected may, if filed promptly, process a grievance under the grievance and arbitration procedures of this Agreement requesting that an adjustment to the incentive be installed in accordance with the provisions of this paragraph.

7.51

- (b) The Company shall establish a new incentive to replace an existing incentive when such new or changed conditions are of such magnitude that replacement of the incentive is required. In such case, the following procedures shall apply:

7.52

- (i) Management may at any time develop for the changed job an incentive plan if an incentive plan is in effect or if the parties agree on the use of an incentive plan. Or, upon request of the Union Committee, Management will complete, within the earliest possible time, which normally will not exceed three weeks of the request, a study to determine whether an incentive plan should be changed. The proposed change in incentive plan shall then be the subject of collective bargaining between the Company and the Union Committee. The Company will permit the Union's representative to inspect and study the job in the plant, and it will make available to the Union all data and considerations used in arriving at the proposed change in incentive plan.

7.53

- (ii) The new incentive plan shall be installed for a trial period of 90 days unless agreement is reached on a different period. At the end of the trial period, the incentive plan shall then be the subject of collective bargaining between the Company and the Union Committee. In the event that the parties fail to agree upon the plan after the end of the trial period, the determination of the plan shall be submitted to an

arbitrator selected in accordance with the grievance procedure.

7.54

- (iii) Retroactive adjustments due any employee under this paragraph shall be effective as of the date the employee started to work on the changed job unless otherwise mutually agreed upon in writing by the parties.

7.55

- (4) The procedures set forth in Subsection 3-B hereof may be modified on a case by case basis, if desired, by mutual agreement in writing of the Company and the Union Committee at each plant.

Section 4. Adjustment of Personal Out-of-Line Differentials on Nonincentive Jobs

7.56

- A. As of the effective date of any increases made in the job class increments in the standard hourly wage scale under this Basic Agreement, the personal out-of-line differentials of all incumbents of nonincentive jobs shall be adjusted or eliminated by applying that part of the increase in the standard hourly wage scale rate for the job which is attributable to the increase in the increments between job classes to reduce or eliminate such personal out-of-line differentials in accordance with past procedures applicable to nonincentive jobs.

7.57

- B. Any personal out-of-line differential remaining after the adjustment provided for in Subsection A above shall be identified with the employee and the job occupied and shall apply only to such employee while on such job.

7.58

- C. The out-of-line differential multiplied by the hours paid for on the job shall be added to earnings of the employee.

Section 5. Existing Incentive Plans

7.59

- A. Effective April 1, 1983, earnings received by an employee on jobs covered by an existing incentive plan not based on the Incentive

Calculation Rate shall be adjusted in the same manner as the adjustments that were made pursuant to Article VII, Section 5-A of the 1971 Basic Agreement.

7.60

- B. All existing incentive plans in effect on May 3, 1947, including all existing rates incidental to each plan (such as hourly, the addition in Subsection A above, base, piecework, tonnage, premium, bonus, stand-by, etc.), and all incentives installed after May 3, 1947, shall remain in effect until replaced by mutual agreement of the Union Committee and the Plant Management or until replaced or adjusted by the Company in accordance with Section 3 of this Article.

7.61

- C. Each employee while compensated under an existing incentive plan in effect on May 3, 1947*, shall receive for the applicable single or multiple number of eight-hour turns in effect as of April 1, 1947, the highest of the following:

7.62

- (1) the total earnings under such plan plus the applicable hourly additive as specified in Appendix A;

7.63

- (2) the total amount arrived at by multiplying the hours worked by the existing fixed occupational hourly rate, if any; or

7.64

- (3) the total amount arrived at by multiplying the hours worked by the applicable standard hourly wage rate as specified in Appendix A plus the applicable hourly additive.

Section 6. Wage Rate Inequity Grievances

7.65

No basis shall exist for an employee, whether paid on an incentive or nonincentive basis, to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage rate inequity shall be filed or processed during the term of this Basic Agreement. It is agreed, however, that any employee who feels that he, as an employee,

*At the Wallingford plant this shall be deemed to mean an existing incentive plan which is computed on the basis of the so-called "old rates."

has been improperly classified, has the right to file a grievance in accordance with the grievance procedure of this Basic Agreement.

7.66

Representatives of the Corporation will meet with the Union Committee on Classifications for the purpose of determining whether any presently classified jobs shall be re-evaluated. If it is mutually determined that any such job should be re-evaluated, changes in the description and classification thereof shall be made in accordance with the Manual made part of this Basic Agreement by Section 3-A of this Article VII; it being agreed in such connection that any such re-evaluation shall not be made the basis for a claim that any other job is improperly evaluated or that an inequity exists with regard to any other job. The description or classification of all jobs which are not re-evaluated as the result of such mutual determination will remain unchanged for the duration of this Basic Agreement except as changes are permissible or required under Section 3 of this Article VII.

Section 7. Correction of Errors

7.67

Notwithstanding any provisions of this Article, errors in application of rates of pay shall be corrected.

Section 8.

7.68

Past practices with regard to work requirements on nonincentive jobs shall remain in effect for the duration of this Basic Agreement.

Section 9. Shift Differentials

7.69

A. For hours worked on the afternoon shift, there shall be paid a premium rate of .30 cents per hour. For hours worked on the night shift, there shall be paid a premium rate of .45 cents per hour.

7.70

B. For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the workday shall be considered as worked on the shift on which he is regularly scheduled to start work, except:

7.71

(1) An employee regularly scheduled for the day shift who com-

pletes his regular eight hour turn and continues to work into the afternoon shift in excess of four hours shall be paid the afternoon shift differential for all hours worked in excess of four on the afternoon shift.

7.72

- (2) An employee regularly scheduled for the day shift who completes his regular eight hour turn and after leaving the Company's premises is called out for the afternoon or night shift within the same workday shall be paid the applicable shift differential for the hours worked on the afternoon or night shift. For the purpose of interpreting this Subsection B-(2), an employee shall be considered to have left the Company's premises only if his time or clock card indicates a lapse of at least 15 minutes from the time he left the Company's premises until the time he returned to the Company's premises.

7.73

- C. Shifts shall be identified in accordance with the following:

7.74

- (1) Day shift includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.

7.75

- (2) Afternoon shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m., inclusive.

7.76

- (3) Night shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 Midnight, inclusive.

7.77

- D. The shift differential shall be included in the calculation of overtime compensation. The shift differential shall not be added to the base hourly rate for the purpose of calculating incentive earnings but shall be computed by multiplying the hours worked by the applicable differential and the amount so determined shall be added to earnings.

7.78

- E. Any hours worked by an employee on a regularly scheduled shift which commences at a time not specified in Subsection C above shall be paid as follows:

7.79

- (1) For hours worked which would fall in the prevailing day turn of the department no shift differential shall be paid.

- (2) For hours worked which would fall in the prevailing afternoon turn of the department the afternoon shift differential shall be paid. 7.80
- (3) For hours worked which would fall in the prevailing night turn of the department the night shift differential shall be paid. 7.81
- F. The shift differential which applies to the shift on which time is made up shall be paid for makeup time. 7.82
- G. Shift differential shall be paid for allowed time or reporting time when the hours for which payment is made would have called for a shift differential if worked. 7.83

Section 10. Sunday Premium

- A. An employee shall be paid a premium of 50% based on his regular rate of pay as defined in Section 3-B-(3) of Article IX for all hours worked on Sunday which are not paid for on an overtime basis. 7.84
- B. For the purpose of this provision, Sunday shall be deemed to be the 24 hours beginning with the turn-changing hour nearest to 12:01 a.m. Sunday. 7.85
- C. Sunday premium based on the standard hourly wage rate shall be paid for reporting allowance hours. 7.86

Section 11. Allowance for Jury or Witness Service

7.87

An employee who is called for jury service or subpoenaed as a witness shall be excused from work for the days on which he serves. Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he is used. Such employee shall receive, for each day of service on which he otherwise would have worked, the difference between the payment he receives for such service in excess of \$5.00 and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on

the number of days such employee would have worked had he not been performing such service (plus any holiday in such period which he would not have worked) and the pay for each such day shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to such service. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore.

Section 12. Allowance for Funeral Leave

7.88*

When death occurs to an employee's mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, **son-in-law, daughter-in-law**, grandparent or grandchildren (including stepfather, stepmother, stepbrother or stepsister), or spousal grandparent, an employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts which fall within a three (3) consecutive calendar day period or, in the case of the death of an employee's legal spouse, son or daughter (including stepchildren) up to a maximum of five (5) scheduled shifts which fall within a five (5) consecutive calendar day period; provided however that one such calendar day shall be the day of the funeral and it is established the employee attended the funeral, or in the event the funeral is held in an out-of-state or out-of-country location, attends a funeral service. Payment shall be eight times his average straight time hourly earnings (as computed for jury pay). An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Time thus paid will not be counted as hours worked for purposes of determining overtime or premium pay liability.

Section 13. Inflation Recognition Payment

7.89

A. For purposes of this Agreement:

7.90

- (1) "Consumer Price Index" refers to the "Consumer Price Index" for Urban Wage Earners and Clerical Workers-United States-All Items (C.P.I.-W) (1982-1984=100) published by the Bureau of Labor Statistics, United States Department of Labor.

7.91*

(2) The "Consumer Price Index" shall be determined as follows:

7.92*

(a) For the Computation dates **July 1, 2001, October 1, 2001, January 1, 2002, and April 1, 2002**, the "Consumer Price Index Base" shall be the CPI-W for **February 2001**, multiplied by 103%.

7.921*

(b) For the Computation dates **July 1, 2002, October 1, 2002, January 1, 2003, and April 1, 2003**, the "Consumer Price Index Base" shall be the CPI-W for **February 2002**, multiplied by 103%.

7.922*

(c) For the Computation dates **July 1, 2003, October 1, 2003, January 1, 2004, and April 1, 2004**, the "Consumer Price Index Base" shall be the CPI-W for **February 2003**, multiplied by 103%.

7.923*

(d) For the Computation dates **July 1, 2004, October 1, 2004, January 1, 2005, and April 1, 2005**, the "Consumer Price Index Base" shall be the CPI-W for **February 2004**, multiplied by 103%.

7.924*

(e) For the Computation dates **July 1, 2005, October 1, 2005, January 1, 2006, and April 1, 2006**, the "Consumer Price Index Base" shall be the CPI-W for **February 2005**, multiplied by 103%.

7.925*

(f) For the Computation dates **July 1, 2006, October 1, 2006, January 1, 2007, and April 1, 2007**, the "Consumer Price Index Base" shall be the CPI-W for **February 2006**, multiplied by 103%.

7.93*

B. "Inflation Recognition Payment" will be made if the Company's pre-tax income exceeds \$60 million for (i) fiscal year 2001 under paragraph (a) above; (ii) fiscal year 2002 under paragraph (b) above; (iii) fiscal year 2003 under paragraph (c) above; (iv) fiscal year 2004 under paragraph (d) above; (v)

fiscal year 2005 under paragraph (e) above; (vi) fiscal year 2006 under paragraph (f) above; and will be paid as a lump sum on or about May 1 of the appropriate year.

7.94

- C. Computation of Potential Inflation Recognition Payment Amounts will be made as follows:

7.95

(1) On each computation date a Potential Amount of one percent (1%) of the Standard Hourly Wage Rate will be calculated for each employee for each full one percent (1%) increase over the "Consumer Price Index Base".

7.96

(2) The Potential Amount will be determined by multiplying the percent determined above by the Standard Hourly Wage Rate for each position worked by an employee for all hours actually worked, overtime allowance hours and reporting allowance hours prior to the next computation date or contract termination date whichever is earlier.

7.97

(3) Any such Potential Amount shall be accumulated for each employee and paid as described in B above.

7.98

- D. The Inflation Recognition Payment shall be an "Add-on" and shall not be part of the employee's Standard Hourly Wage Rate. Such adjustment shall be payable only for hours actually worked, overtime allowance hours, and for reporting allowance hours, but shall not be part of the employee's pay for any other purposes and shall not be used in the calculation of any other pay allowance or benefit.

7.99

- E. Should the Consumer Price Index in its present form and on the same basis, (including composition of the "Market Basket" and "Consumer Sample") as the 1st Index published prior to June 1, 1989, become unavailable, the parties shall attempt to adjust this Article or, if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate Adjustment Date and thereafter. The purpose of such conversion shall be to produce as nearly as possible the same result as would have been achieved using the Index in its present form.

7.100

- F. The Cost-of-Living Adjustment being paid as of March 15, 1987 will remain in effect for the term of this Agreement, and will be applied in the same manner as heretofore.

Section 14. Earnings Protection Plan**1. Purpose****7.101**

The purpose of the Earnings Protection Plan (EPP) is to protect a level of earnings for hours worked by employees, with particular emphasis on employees displaced in technological change, through provision of a benefit to be known as a Quarterly Income Benefit (QIB) which, when added to an employee's average earnings for hours worked in a quarter, will increase such average earnings to a specified percentage of the employee's average earnings for hours worked during a base period preceding such quarter.

2. Definitions**7.102**

When used in the EPP or in any agreement relating thereto, the following terms are intended to have the meaning set forth below:

7.103

"Average earnings" — Average straight-time hourly rate of earnings, determined by dividing total earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) for all hours worked by the number of hours worked.

7.104

"Base period" — The pay periods paid in the calendar year preceding the benefit quarter; provided, however, that with respect to any employee who has twenty or more years of continuous service at the start of the first benefit quarter in any calendar year, the base period shall be the pay periods paid in the second calendar year next preceding the benefit quarter if his base period rate for such calendar year is higher than his base period rate for the calendar year immediately preceding the benefit quarter.

7.105

"Base period rate" — The average earnings for the base period, plus the amount per straight-time hour worked of any QIB paid for straight-time hours worked in the base period.

7.106

"Benefit quarter" — The pay periods paid in a calendar quarter with respect to which benefit determinations are to be made.

7.107

"Benefit quarter rate" — The average earnings for the benefit quarter.

7.108

"Continuous service" — Continuous service as determined under the Company's non-contributory pension provisions.

7.109

"Eligible employees" — Employees who have two or more years of continuous service as of the end of the benefit quarter and who have worked 160 or more hours during the base period.

7.110

"SUB Plan" — The SUB Plan established pursuant to Article XVII.

3. Quarterly Income Benefits

7.111

(a) Each eligible employee shall receive a QIB, subject to all the provisions of EPP, for any benefit quarter for which his benefit quarter rate does not equal or exceed 85% of his base period rate; provided, however, that any employee who has 20 or more years of continuous service at the start of the first benefit quarter in any calendar year shall receive a QIB, subject to all the provisions of the EPP, for any benefit quarter for which his benefit quarter rate does not equal or exceed 90% of his base period rate.

7.112

(b) Subject to the provisions of "(c)" and "(d)" below, the amount of the QIB for an employee shall be determined with reference to the hours worked by him in the benefit quarter by multiplying (i) the sum of the number of such hours paid for at straight-time plus 1.5 times the number of such hours paid for at overtime rates by (ii) the amount, if any, by which his benefit quarter rate was less than 85% of his base period rate; provided, however,

that with respect to any employee who has twenty or more years of continuous service at the start of the first benefit quarter in any calendar year, the amount of the QIB shall be determined with reference to the hours worked by him in the benefit quarter by multiplying (i) the sum of the number of such hours paid for at straight time plus 1.5 times the number of such hours paid for at overtime rates by (ii) the amount, if any, by which his benefit quarter rate was less than 90% of his base period rate.

7.113

- (c) In determining the amount of a QIB, the base period rate and the benefit quarter rate shall be appropriately adjusted to neutralize the effect of any general wage increase occurring after the start of the base period.

7.114

- (d) Any QIB otherwise payable shall be adjusted to the extent necessary to avoid a payment under this plan which would duplicate a payment under a workmen's compensation or occupational disease law or under any other arrangement which provides an earnings supplement.

4. Disqualification

7.115

- (a) An employee shall not be paid any QIB for any benefit quarter if it is determined that his benefit quarter rate was significantly lower than it otherwise would have been because of any of the following (occurring in or before such benefit quarter):

7.116

- (1) Assignment at his own request or due to his own fault to a job with lower earning opportunities or failure to accept assignment, or to assert assignment rights, to a job with higher earning opportunities; except in the case of assignments related to the manning of a new facility or other situations where it is clear from the surrounding circumstances that such event should not affect eligibility for a QIB.

7.117

- (2) Lower average performance under any applicable incentive than that which was reasonably attainable.

7.118

- (3) Any occurrence which would disqualify the employee from a Weekly Benefit pursuant to paragraph 3.5-c-(1), (2), or (3) of the SUB Plan.

7.119

- (b) If an employee quits or is discharged, no QIB shall be payable for the benefit quarter in which such quit or discharge occurs.

5. General

7.120

- (a) Any QIB payable in accordance with the terms of this plan shall be paid promptly after the end of the benefit quarter for which it is payable, shall be considered wages for the purposes of any applicable law, and shall be included in calculating earnings for the purposes of the Company's non-contributory pension provisions and vacations, but not for the SUB Plan or any other purpose. For the purposes above provided, the QIB shall constitute wages for the calendar quarter in which it is paid.

7.121

- (b) The Union shall be furnished, on forms and at times to be agreed upon, such information as may be reasonably required to enable the Union to be properly informed concerning the operation of the EPP. In addition, with respect to any benefit quarter, the Chairperson of the Grievance Committee, if he so requests, shall be furnished with a list of employees represented by such Committee who received QIB's and the amount of such QIB's and a list of employees represented by such Committee who did not receive QIB's because of one of the disqualifications listed in 4-a-(1), -(2), or -(3).

ARTICLE VIII—HOURS OF WORK

Section 1. Scope

8.01

This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. This Article shall not be considered as any basis for the calculation of overtime.

Section 2. Normal Workday

8.02

The normal workday shall be eight consecutive hours of work and 16 hours of rest in a consecutive 24-hour period, except for rest periods in accordance with practices heretofore prevailing in the plants of the Company.

Section 3. Normal Work Schedule

8.03

The normal work week shall be five consecutive workdays followed by a rest period of 48 consecutive hours within a period of seven consecutive days; provided, however, that on shift changes, the 16-hour rest period within the workday need not be provided in addition to, but may be considered as a part of, the 48 consecutive hour rest period and in the case of six-day schedules as a part of the 24 consecutive hour rest period. As much notice as possible will be given to employees of a change to a six-day schedule.

8.04

Determination of the starting time of the daily and weekly work schedules shall be made by the Company and such schedules may be changed by the Company from time to time to suit varying conditions of the business; provided, however, that indiscriminate changes shall not be made in the starting time of schedules; and provided, further, that changes deemed necessary by the Company shall be made known to the Grievance Committee member or Committee members of the Union as far in advance of such changes as is possible.

8.05

Any work schedule in effect on the date of this Basic Agreement which is not a normal work schedule shall be deemed to be an agreed-upon schedule, but may be made a non-normal schedule, within the meaning of Section 4, by a written request from the Union to the Company.

Section 4. Non-normal Schedules

8.06

Should it be necessary in the interest of efficient operations to establish schedules departing from the normal work week, the Company agrees to give at least 48 hours notice (except in the case of an emergency, where a shorter notice may be given to the Union Repre-

sentative). If an employee is not given at least a 48-hour notice, except in emergencies or other situations as may be agreed to by the local parties, a penalty will be paid by the Company of four (4) hours standard hourly rate to such employee.

8.07

In the event the parties cannot agree that Management has a justifiable reason for establishing a non normal schedule (rather than the normal schedule), such question may be appealed directly to Step 4— Arbitration; provided, however, that work will continue on the basis of the non-normal schedule pending decision by the arbitrator. The arbitrator in any such case shall take into account the former normal schedule, the non-normal schedule, Management reasons and justification therefor and the Union's reasons for disagreement therewith. In any event, the non-normal schedule shall be continued in effect only so long as the conditions necessitating such non-normal schedule continue to exist.

Section 5. Posting of Schedules

8.08

Weekly operating and maintenance schedules (excluding all maintenance and labor assignments) shall be posted or otherwise made known to the employees for each department if possible by Thursday, but not later than Friday noon, prior to the week with which they are concerned. Maintenance and labor assignments shall be posted or otherwise made known in accordance with prior practices at a plant or as heretofore or hereafter agreed upon locally.

8.081

When Management departs from an employee's weekly work schedule (posted or otherwise made known under the preceding paragraph) by notifying him not to report on a day that was originally scheduled as a workday and reschedules him to work in the same work week on a day that was originally scheduled as a day off, such rescheduled day will be paid for at overtime rates as defined in Section 3-B-(3) of Article IX if it would have been an overtime day had the employee worked the original schedule. This provision shall not apply to schedule changes caused by job shift changes required by seniority agreements or to schedule changes resulting from such circumstances as no work being available due to strikes, work stoppages, breakdowns of equipment, failure of utilities or circumstances beyond the control of Management.

If shift changes are made to the schedule after the beginning of the payroll week and the circumstances required to change a shift listed in the previous paragraph are not met (i.e. strikes etc.), all hours worked that are on shifts other than those originally scheduled shall be paid at an overtime rate of time and one half the regular rate. For employees on incentive, the overtime rates shall be paid at time and one half the regular hourly rate and the incentive earnings for that day.

8.082

When Management departs from an employee's weekly work schedule (posted or otherwise made known under Paragraph 8.08) by notifying him not to report on a day that was originally scheduled as a workday and as a result an employee is laid off for a day he will be paid the applicable standard hourly wage rate for four hours, subject to the same exclusions contained in the last sentence of Marginal Paragraph 8.081. In addition, this paragraph is not applicable to employees entitled to payment under Marginal Paragraph 8.081.

Section 6. Absenteeism

8.09

In recognition of the difficulties imposed upon Management through failure of employees to comply with work schedules, an employee reporting late for work or absenting himself from work without just cause may be subject to discipline in accordance with the provisions of this Basic Agreement.

8.10

Employees shall, wherever practicable, give prior notice to the Company whenever they either report late or absent themselves from work. The method of giving such notice (by reporting to the employee's immediate supervisor in person or by telephone or by means of a central reporting system) shall be established at each plant.

8.101

The Company agrees to give reasonable consideration to the request of employees to be absent, and where such absence does not adversely affect production, the scheduling of work, the earnings or duties of other employees, or does not require the payment of overtime rates to replacement employees, or otherwise cause undue inconvenience to Management in the conduct of business, permission will be granted.

8.11

Following absence, an employee shall report on for work in accordance with the local plant agreements currently in effect.

**ARTICLE IX —
OVERTIME AND ALLOWED TIME**

Section 1. Purpose

9.01

This Article is intended to provide the basis for calculation of, and payment for, overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

Section 2. Definition of Terms

9.02

A. Week — Shall consist of any seven consecutive days regularly used by the Company for the determination of the pay of the employees (which may or may not coincide with a week beginning 12:01 a.m. Sunday or at the turn-changing hour nearest to that time).

9.03

B. Overtime Rates — Means the rates for the overtime hours worked as provided in Section 3.

9.04

C. Report Pay Allowance — Means hours paid for but not worked.

9.041

D. The workday for the purposes of this Article IX is the 24-hour period beginning with the time the employee begins work, except that a tardy employee's workday shall begin at the time it would have begun had they not been tardy.

**Section 3. Conditions Under Which Overtime
Rates Shall be Paid**

9.05

A. Except as provided in Subsection B below, overtime rates shall be paid for:

9.06

- (1) Hours worked in excess of eight hours within the 24 hour period commencing with the time the employee begins work, and all hours worked on succeeding shifts within a 24 hour period if more than four hours have been worked on a preceding shift within said period, it being understood that this does not alter existing local agreements; and/or also hours worked on a second reporting in the same workday where the employee has been recalled or required to report to the plant after working less than eight hours on his first shift, provided that his failure to work eight hours on his first reporting was not caused by any of the factors mentioned in Section 4-D of this Article IX for purposes of disqualifying an employee for reporting allowance;

9.07

- (2) Hours worked in excess of 40 hours in a week;

9.08

- (3) Hours worked on days worked in excess of five days in a week;

9.09

- (4) Hours worked on the sixth or seventh day of a seven consecutive day period during which the first five days were worked, whether or not all of such days fall within the same week, except when worked pursuant to schedules mutually agreed to as provided in Article VIII—Hours of Work, except that no overtime will be due under such circumstances unless the employee shall notify his foreman of a claim for overtime within a period of one week after such sixth or seventh day is worked or, if he fails to do so, files a grievance claiming such overtime within 30 days after such day is worked (days of absence of an employee resulting from an injury suffered in an accident occurring in the course of his employment, which shall have been promptly reported to the plant dispensary shall be considered as days worked for the purpose of determining the sixth or seventh day worked in a week; provided, however, that the days of absence due to such injury shall be scheduled work-days which occur within the period during which statutory workmen's compensation is not payable; and, provided further, that the employee returns to work promptly after the plant

doctor or dispensary nurse certifies that his injury is no longer disabling. To qualify for the benefits of this provision, it shall be the duty of the employee to notify his foremen of his claim on the day he returns to work); and provided further that on shift changes the seven-consecutive day period of 168 consecutive hours may become 152 consecutive hours, depending upon the change of shift.

9.10

- (5) For the purpose of computing overtime under paragraphs (2), (3), and (4) of this Basic Agreement, hours lost because of attending to legitimate Union business including meetings of Joint Company-Union committees by Local Union officers and other employees who are Union members of such committees shall be counted as hours worked if: (a) the employee is scheduled to work such lost hours; and (b) such employee is excused from working such hours by Management; and (c) the Local Union pays such employee his lost wages for such hours; and (d) such payment is confirmed in writing to the Company by the Local Union;

9.11

- (6) Hours worked on holidays to the extent provided in Article XVI—Holidays.

9.12

- B. (1) Overtime payments shall not be duplicated for the same hours worked under any of the terms of this Basic Agreement and, to the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same, or any other provision; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holidays shall be counted as hours worked in determining overtime under the provisions of Section 3-A above.

9.13

- (2) By mutual agreement between the Plant Grievance Committee and the local plant Management, employees who, due to personal reasons or operating emergencies, fail to complete the hours worked in the department in which they are employed within their scheduled five days of work within the

regularly scheduled work week may be permitted, if work is available in the department in which they are regularly employed, to make up within the regularly scheduled work week such time lost to a maximum of 40 hours without the payment of overtime rates.

9.14

- (3) Overtime shall be paid for at time and one-half the regular hourly rate (except for holidays, which shall be paid as provided in Article XVI hereof) for the occupation on which the overtime hours are worked. For employees on incentive, overtime shall be paid for at time and one-half the regular hourly rate and the incentive earnings for that day.

9.141

- (4) The parties recognize that schedules that regularly require overtime over extended periods (i.e., 2 consecutive months or more) are undesirable and should not be used solely for the purpose of preventing the recall of laid-off or demoted employees.

9.15

- C. If an employee works over eight hours per day or on any day which is not part of his regular schedule, he shall not be required to lose time or lay off from his regularly scheduled days in the same work week, provided there is a day's work available for which he would be regularly scheduled.

Section 4. Conditions Pertaining to Allowed Time

9.16

- A. Employees who are regularly scheduled or who are notified to report and who do report for work shall be paid, in the event no work for which they were scheduled or notified to report for is available, for four hours' work at the occupational hourly rate in effect for the occupation at which they were scheduled, or for which they were notified to report, or at the rate in effect for the occupations to which they are assigned, whichever is highest. In such cases, the employees will be assigned to other work which they may reasonably be expected to perform. Should employees refuse such assignment, they shall not receive any report pay allowance.

9.17

- B. Employees who are scheduled or who are notified to report and actually begin work at the start of a turn, and work less than four

hours, or are assigned or reassigned by Management to other work shall be paid for a minimum of four hours at the hourly rate in effect for the occupation at which they began work; or, if they are assigned or reassigned to a higher-rated occupation, at the rate for the said higher-rated occupation for the time which they work on same. Should employees refuse such work, they shall be paid only for the actual time worked. Employees may be assigned to additional work beyond the four hour period; and employees so assigned to other work shall be paid for the actual hours worked at the rate of pay for the occupation to which they were assigned.

9.18

- C. Only hours actually worked under the foregoing provisions shall be paid for at overtime rates and only when they properly constitute overtime as defined herein. When the occupation for which the employees have reported for work or on which they have begun work is regularly paid on piecework, tonnage or incentive basis, the pay for allowed time shall be at the rate for the position as finally determined in accordance with the provisions of the minimum daily guarantee (including any applicable additive in Appendix A) and in the absence of such determination at the regular hourly rate arrived at by dividing the total amount earned for the payroll period (exclusive of overtime premiums or allowed time) by the total actual hours worked during such payroll period.

9.19

- D. Report or allowed time shall not be paid in the following instances:

9.20

- (1) In the event no work is available due to strikes, work stoppages, failure of utilities or circumstances beyond the control of Management;

9.21

- (2) In the event an employee at his own request or due to his own fault is not put to work, or is laid off after having been put to work;

9.22

- (3) In the event Management gives such reasonable notice, as determined by Management and the Plant Grievance Committee, of a change in schedule or reporting time and that the employee scheduled or notified to report for work need not report.

ARTICLE X—VACATIONS

Section 1. Eligibility

10.01

- A. To be eligible for a vacation in any calendar year during the term of this Basic Agreement, an employee must:

10.02

- (1) Have one year or more of continuous service on December 31 of the year preceding the vacation year, or complete one year or more of continuous service during such vacation year; and

10.03

- (2) Not have been absent from work for six consecutive months or more in the preceding calendar year; except that in case of an employee who completes one year of continuous service in such calendar year, he shall not have been absent from work for six consecutive months or more during the twelve months following the date of his original employment; provided, that an employee with more than one year of continuous service who in any year shall be ineligible for a vacation by reason of the provisions of this paragraph as a result of an absence on account of layoff or illness shall receive one week's vacation with pay in such year if he shall not have been absent from work for six consecutive months or more in the twelve consecutive calendar months next preceding such vacation. Any period of absence of an employee while on vacation pursuant to this Section or while absent due to a compensable disability in the year in which he incurred such disability shall be deducted in determining the length of a period of absence from work for the purposes of this Subsection A-(2).

10.031

- (3) Employees on compensable disability who are not eligible for vacation pursuant to paragraph A-(2) shall receive payment for the number of weeks of vacation they would have otherwise received, offset by the amount of Workers' Compensation payments made for those weeks.

10.04

- B. Continuous service shall date from:

10.05

- (1) The date of first employment at the plant (in the case of transferred employees from any other plant of the Company,

the date shall be the date of first employment at the plant from which first transferred); or

10.06

- (2) Subsequent date of employment following a break in continuous service, whichever of the above two dates is the later.

10.07

Such continuous service shall be calculated in the same manner as the calculation of continuous service set forth in Article XI—Seniority of this Basic Agreement, but as provided in Section 1-A-(3) of Article XI continuous service credit shall not accumulate during the period that an employee is preventing a break in his continuous service by requesting notices of restoration of forces as therein provided.

Section 2. Length of Vacation

10.08

- A. An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

Years of Service	Weeks of Vacation
1 But Less Than 3	1
3 But Less Than 10	2
10 But Less Than 17	3
17 But Less Than 25	4
25 Or More	5

10.09

- B. Subject to the provisions hereinafter contained in this Article X, a one week's vacation shall consist of seven consecutive days, a two weeks' vacation of fourteen consecutive days, a three weeks' vacation of 21 consecutive days and a four weeks' vacation of 28 consecutive days; provided, however, that in the event the orderly operations of the plant require, the two week's vacation may be scheduled in two periods of seven consecutive days each and the three weeks' vacation may be scheduled in two periods of seven and fourteen consecutive days or, with the consent of the employee, in 3 periods of seven consecutive days each and the 4

weeks' vacation may be scheduled in two periods of 14 consecutive days each or in two periods of 7 and 21 consecutive days or, with the consent of the employee, in three periods of 7, 7 and 14 consecutive days or in four periods of 7 consecutive days.

Section 3. Scheduling of Vacations

A. General

10.10

- (1) On or promptly after October 1 of each year, each employee entitled or expected to become entitled to take vacation time off in the following year will be requested to specify in writing (not later than 30 days after the receipt of such request), on a form provided by the Company, the vacation period he desires.

10.11

- (2) Notice will be given an employee at least 60 days in advance of the date his vacation period is scheduled to start, but in any event not later than January 1 of the year in which the vacation is to be taken.

10.12

- (3) Vacations will, so far as practicable, be granted at times most desired by employees (longer service employees being given preference as to choice); but the final right to allot vacation periods and to change such allotment is exclusively reserved to the Company in order to insure the orderly operation of the plants. Vacations may be scheduled for any time during the year.

10.13

- (4) Any employee absent from work because of layoff, disability or leave of absence at the time employees are requested to specify the vacation periods they desire and who has not previously requested and been allotted a vacation period for the calendar year, may be notified by Management that a period is being allotted as his vacation period but that he has the right within 14 days to request some other vacation period. If any such employee notifies Management in writing, within 14 days after such notice is sent, that he desires some other vacation period, he shall be entitled to have his vacation scheduled in accordance with paragraph (3) above.

- 10.14**
- (5) Where an employee transfers from one seniority unit to another subsequent to January 1 in any given year, he shall take his vacation in accordance with the schedule established in his old seniority unit except as orderly operations of his seniority unit preclude it. He shall not be entitled to have any regular vacation schedule previously established in his new seniority unit changed because of his entry into that unit; should there be a conflict between the transferred employee and an employee in the unit, the employee in the unit shall retain his preference in competition with the transferred employee regardless of continuous service.

B. Regular Vacations

- 10.15**
- (1) Subject to the provisions of Section 3-A of this Article, it is understood and agreed that a period of temporary shutdown in any department for any reason between June 1 and October 1, unless other periods are mutually agreed upon, may be designated as comprising the vacation period for any employees of the department who are eligible for vacations.

- 10.16**
- (2) The Company may, with the consent of the employee, pay him vacation allowance, in lieu of time off for vacation, for any weeks of regular vacation in excess of two weeks in any one calendar year.

- 10.17**
- (3) The calendar week containing New Year's Day may be taken as a week of vacation for either the year preceding New Year's Day or the year in which New Year's Day falls, except when New Year's Day falls on Sunday, provided such vacation week has been scheduled as vacation in accordance with this Article. If the Company in its sole discretion schedules a shutdown of any operation during the calendar week containing Christmas Day, any employee who is not scheduled to work due to the shutdown in such week and who has completed his vacation entitlement for that year may elect to reschedule a week of regular vacation for which the employee has qualified and will be entitled in the following calendar year

into the shutdown week; provided, however, that vacation pay for such vacation week, calculated as though the week were scheduled and taken in the next following year will be paid on the regular payday for the pay period in which the shutdown vacation falls; and provided further that no vacation pay for a vacation rescheduled hereunder will be paid to an employee who quits, retires, dies, or is discharged prior to December 31 of the year preceding the year from which the shutdown vacation was rescheduled. In the application of this paragraph, when the basis for calculation of an employee's vacation pay for the following calendar year is not available, his vacation payment hereunder shall be made on the basis for calculation of his vacation pay in the current calendar year.

C. Vacation Scheduling Grievances

10.18

- (1) It is recognized that the parties locally have the burden of resolving disputes relating to the scheduling of individual vacations pursuant to Section 3 of this Article. Should they be unable to do so, any such dispute must be submitted as a written grievance in Step 2 of the grievance procedure provided in Article V of this Agreement not later than 15 days after notification of the scheduled vacation (or changed scheduled vacation) is given to the employee.

10.19

- (2) If the grievance is not resolved in Step 2, it may be appealed to the Arbitration procedure as set forth in Appendix D (Mini-Arbitration).

Section 4. Vacation Pay

10.20

1. Each employee granted a regular vacation under this Article X shall be paid at his average rate of earnings per hour for the prior calendar year. Average rate of earnings per hour (for the purpose of this Section) shall be computed by:

10.21

- (a) Totaling (1) pay received for all hours worked (total earnings including premium for overtime, holiday, Sunday, and shift differential), (2) vacation pay including pay in lieu of vacation,

and (3) pay for unworked holidays, and (4) 2/3 make-up payment pursuant to Workers Compensation laws for those employees on Workers Compensation Restricted Duty Program, and

10.22

- (b) Dividing such earnings by the total of (1) hours worked, (2) vacation hours paid for, including hours for which pay in lieu of vacation was paid, and (3) unworked holiday hours which were paid for.

10.23

Such average rate of earnings will be adjusted to reflect intervening general wage changes but without compounding in accordance with past practices.

10.24

2. Hours of vacation pay for each vacation week shall be the average hours per week worked by the employee in the prior calendar year. Any weeks not having 32 hours of actual work shall be excluded from the calculation. Average hours per week worked shall be computed by:

10.25

- (a) Totaling the following hours in payroll weeks with 32 or more hours of actual work:
- (1) Hours worked
 - (2) Hours paid for unworked holiday or vacation hours falling in such week
 - (3) Hours paid for funeral leave
 - (4) Hours paid for jury service
 - (5) Hours paid for witness service
 - (6) Hours excused from scheduled work and not paid for because of union business, and

10.26

- (b) Dividing such hours by the number of such weeks in which 32 or more hours were worked.

10.27

The minimum number of hours paid each week of vacation shall be 40 and the maximum number of hours paid for each week of vacation shall be 48.

- 10.28**
3. Any employee who did not work in the prior year shall have his vacation pay computed on the basis of his last calculated vacation rate and hours adjusted in accordance with the last sentence of paragraph 1 above.
- 10.29**
4. The definitions contained herein are designed for and shall be used exclusively for the purpose of calculating vacation pay.
- 10.30**
5. Vacation pay will be paid prior to the start of an employee's scheduled vacation provided he submits a written request two (2) weeks prior to the start of such vacation.

Section 5. Vacation Bonus

10.31

A vacation bonus of \$300 per week will be paid to employees who take a week of vacation during the 12 consecutive week period after the week which includes New Year's day.

Section 6. Part-time Employees

10.32

A. For the purpose of this Section a part-time employee is an employee who regularly, for his own convenience, is not available for full-time employment.

10.33

B. The 40-hour-per-week minimum referred to in Sections 4 and 5 above shall not apply to part-time employees.

Section 7. Termination of Employment

10.34

Notwithstanding any other provision of this Basic Agreement, once an employee has become eligible for a regular vacation in any calendar year during the term of this Basic Agreement (either at December 31 of the year preceding the vacation year or during the vacation year), he shall not subsequently lose his right to the vacation. The Corporation's obligation to give him such vacation shall become a fixed and definite liability of the Corporation at the time he first becomes eligible therefor. An employee whose service with the Corporation is terminated for any reason after he has become eligible for a vacation shall be paid at the

time of such termination for that portion of his vacation due to him, but not yet taken. If the termination is due to his death, such vacation pay shall be paid to his survivors or legal representative as provided by law.

ARTICLE XI—SENIORITY

11.01

Subject to the provisions of this Article, seniority means preference in employment, based on the length of continuous service in the plant, in the department, on the job and the qualification and ability of the employee to perform the work involved.

Section 1. Continuous Service

11.02

Length of continuous service shall be calculated in accordance with the following provisions, and there shall be no deduction for any time lost except as provided in this Article XI—Seniority:

A. Continuous service is broken:

11.03

(1) Voluntarily quitting - an employee is considered to have voluntarily quit when he:

11.04

(a) notifies the Company of such intention by turning in his badge or otherwise;

11.05

(b) fails to report to work after due notification by the Company and has not received permission from Management to continue such absence. Due notice shall consist of the following: first, notification by telephone or other means; second, after a lapse of three days, notification by certified letter to the employee's last known address with a copy to the Union. Upon the expiration of 12 days following the mailing of certified letter, notification shall be considered as complete; or*

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

11.06

- (c) fails to report for work at the expiration of his leave of absence.

11.07

- (2) Discharge - a discharged employee who is re-employed at the plant within six months of the date of his discharge shall regain the seniority standing that was his at the time of his discharge.

11.08

- (3) Absence - absence due either to layoff or disability, or both, which continues for more than two years or in excess of the period during which continuous service can accumulate under the following provisions; provided, however, that an employee shall continue to accumulate continuous service during such absence for two years, and for an additional period equal to (i) three years, or (ii) the excess, if any, of his length of continuous service at commencement of such absence over two years, whichever is less. Any accumulation in excess of two years during such absence shall be counted, however, only for purposes of this Article XI, including local agreements thereunder, and shall not be counted for any other purpose under this or any other agreement between the Company and the International Union. In order to avoid a break in service after an absence of two years, the employee must give the Company annual written notice that he intends to return to employment when called; if the Company at least 30 days prior thereto has mailed him a notice at the most recent address furnished by him to the Company that he must file such notice.

11.09

The provisions of this paragraph (3) shall not apply to an employee during the period he is absent due to being injured while on duty and such employee shall accumulate seniority and continuous service credit until the termination of the period for which statutory workmen's compensation is payable.

11.10

- (4) Termination in accordance with Article XIV—Severance Allowance.

B. Probationary Employees

11.11

New employees and those hired after a break in continuity of service as provided in Section 1- A above, shall be regarded as probationary employees, for the first 45 working days of their employment and, except as provided hereafter, shall receive no continuous service credit during such period. During this period of probationary employment, probationary employees may be laid off or discharged as exclusively determined by Management. Probationary employees continued in the service of the Company subsequent to 45 working days from date of hiring shall receive full continuous credit from the date of hiring; provided, that the 45 working days of probationary service shall have been accumulated within a period of four months from date of hiring.

C. Temporary Employees

11.12

Temporary employees may be hired by agreement at the local plant level between the Local Union and the Company. For the purposes of this Article XI—Seniority, temporary employees shall not receive continuous service credit for the period of their temporary employment but shall receive continuous service credit for the purposes of all other Articles of this Basic Agreement.

D. Seniority Records

11.13

The seniority records on file in the Employment Department shall be considered as final and complete, except that employees have the right to appeal therefrom. In all cases of appeal from the established seniority lists, the burden of proof shall be upon the employee, and changes in seniority dates shall be made only upon evidence that is deemed conclusive by Management and the Local Union.

11.14

All transfers shall be duly recorded on each employee's record and a copy of such mailed to the Local Union office. Each Department Grievance Representative (Chairperson) will be given two copies of the seniority lists of the employees in his department.

11.15

Applicable seniority lists will be posted in the department for inspection, and such lists shall be revised every six months, and two copies of such lists shall be mailed to the Local Union.

E. Advancement to Positions Not Covered By Basic Agreement***11.16**

For the purposes of this Article XI—Seniority only, the following shall apply to employees who advance to positions not covered by this Basic Agreement:

11.17*

- (1) Effective as of the date of this Basic Agreement an employee who advances to a position not covered by this Basic Agreement shall continue to accumulate plant seniority for a period of three years following such advancement, but shall lose all job and department rights 45 days after the date of advancement. At the conclusion of the three year period, the employee will be barred from returning to the bargaining unit except as a new employee.

11.18

- (2) The foregoing shall not apply to an employee hereafter advanced to an excluded position, who, at the time of advancement, has less than three years of continuous service. Such employee shall not retain any seniority rights in the bargaining unit.

11.19

- (3) Any employee who is hired from outside the Company to fill a position not covered by this Basic Agreement shall not establish job rights in the bargaining unit while occupying such position.

11.20

- (4) Other special arrangements concerning this subject have been made and may be made, if desired, by the Company and the Local Union at each plant.

*See Supplement to this Subsection attached to this Basic Agreement.

Section 2. Promotions

11.21

In all cases of promotion, the following factors shall be considered:

- A. Length of service
- B. Ability to perform the work

11.22

In determining Factor B, an employee with longer continuous service shall not be compelled to show that he has the highest rating in this factor; it will be sufficient for him to show that he has average rating. Factor A, length of service, shall be applied as hereinafter set forth in this Section 2 unless otherwise agreed upon in writing between the Company and the Local Union.

11.23

For purposes of promotion, Factor A, length of service, shall be construed to mean continuous service in the plant.

11.24

The Company and the Union shall establish lines of promotion, and shall change the lines of promotion only when it is mutually agreed to do so.

11.25

When an employee enters a line of promotion, he shall be expected to accept any subsequent promotion which may develop in that line. An employee must accept a promotion to the next job in the line of promotion unless he is able to give evidence of inability to perform the duties required. Evidence, to be acceptable to Management, must clearly indicate physical inability or lack of necessary qualifications.*

11.26

All promotions are subject to a trial period of from one to four weeks, unless otherwise agreed upon in writing between the Company and the Union. An employee who, possessing the qualifications and ability to do the next job in the line of promotion, refuses that job shall be demoted to the bottom job of his line of promotion, or the source of his line of

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

promotion in his department, whichever has been in practice or shall be agreed to between the Local Union and Plant Management, from which after a four week waiting period he shall be eligible to bid on vacancies.*

11.27

When a vacancy is not filled by the most eligible employee, the foregoing shall apply to the next qualified employee.

11.28

When an employee fails to qualify during the trial period, he shall be permitted to return to his former position without loss of rights.

11.29

Anyone by-passing a position in the line of promotion shall be given incumbency for the job by-passed. In the event a job or jobs are inserted into the line of promotion, employees in jobs above the job inserted will be given incumbency on the inserted job. In case of demotions occasioned by work curtailment, employees demoting to the inserted job, who have had no previous experience on the job, will be given a one to four week trial period, unless otherwise mutually agreed upon in writing between the Company and the Union.

11.30

When a permanent vacancy occurs in a line of promotion and is not filled by an employee in the line of promotion, notice of such vacancy will be posted for bids on the bulletin boards throughout the plant for a period of seven calendar days. Jobs posted in the plant shall be filled by the most qualified employee, as determined by factors governing promotions. This procedure may be modified by local agreement.*

11.31

Vacancies that occur in jobs not in a line of promotion, exclusive of department labor jobs, shall be handled in accordance with the foregoing procedure.

11.32

An employee failing to qualify under the above procedure may make application to fill vacancies on other jobs and by agreement of the Company and the Union may apply for a like or the same job, if open.

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

11.33

A temporary vacancy of indefinite duration shall be filled by the next employee in the line of promotion on the turn in which the vacancy occurs. When the temporary vacancy has continued for a period of two weeks, it shall be acted on in accordance with the following procedure:

11.34

- (1) The next employee in an established line of promotion will fill the vacancy.

11.35

- (2) Further procedures for filling temporary vacancies are or may be covered by local agreements.

11.36

- (3) If and when a temporary vacancy becomes permanent, it will be posted for bids as a permanent vacancy as provided in this Article.

11.37

- (4) The names, check numbers, and seniority dates of successful bidders on temporary or permanent jobs will be posted on departmental bulletin boards.

11.38

When it is definitely known at the time a temporary vacancy occurs that it will continue for more than two weeks, the procedure as stated above or the local agreement, if any, will apply immediately.

11.39

Vacancies resulting from scheduled vacations shall be filled by the next eligible person in the line of promotion on the shift. Vacancies resulting from scheduled vacations that occur in jobs which are filled by bid shall be filled with the objective of utilizing the most eligible person whenever possible. In such cases, seniority shall not be accumulated.

11.40

At plants where employees do not rotate shifts, shift preference will be negotiated at the local plant between the Local Union and the Company.

Section 3. Layoffs (Decrease of Working Forces)**A. Layoffs for Extended Periods**

11.41

When layoffs for extended periods are to be made, the list of employees to be laid off will be reviewed with Union representatives at least one day in advance and approved. Questions arising from layoffs arranged for in this manner shall be handled through the regular grievance procedure. If employees have been laid off in error and the mistake is mutual, no reimbursement will be made for the time lost.*

11.42

In all cases of decrease of forces, length of continuous service, together with factors listed under Promotions, shall govern.

11.43

For the purpose of layoffs, each department or unit therein shall constitute a separate unit in itself, and the layoff procedure shall apply solely to the department or unit affected, rather than to the plant as a whole. All probationary and temporary employees within the department affected shall be laid off before any employees with seniority status in the department are affected. The size of the working force will be reduced to whatever extent the Company deems advisable, but in no event shall more employees be retained on the payroll than is deemed sufficient to man expected operations.

11.44

Length of plant service shall together with factors listed under Promotions, cited above, govern in determining the sequence of layoffs in any department or unit.

11.45

So long as work within a given department or unit is available in unskilled jobs, employees in semiskilled or skilled jobs shall be demoted to unskilled jobs before being laid off.

11.46

An employee who has completed his probationary period and who is laid off may, within a one week waiting period, replace the employee with the least continuous service in the plant in jobs classified in Job Classes 1, 2, 3 or 4, except an apprentice employed in the trade and governed by Standards of Apprenticeship adopted in accordance with Article XV—Apprenticeship. Such replacements shall be made under the following procedures*:

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

11.47

- (1) The Plant Employment Office will, as promptly as possible after the review and approval of the list of employees to be laid off as provided in the first paragraph of this Subsection A, prepare a list of the employees to be replaced in accordance with the provisions of this paragraph and a list of the employees who are eligible to replace them.

11.48

- (2) Promptly after the preparation of the lists mentioned above, a notice will be posted on the Department Bulletin Board listing these employees to be referred to the Employment Office and notifying them to report to the Employment Office at a specific day and hour for the purpose of selecting the open job classification into which they prefer to "bump".

11.49

- (3) On the day and hour specified in such notification, each employee who presents himself in accordance therewith and who is actually present and available for interview when his name is called shall be afforded the opportunity to "bump" into an open job classification. Such "bumps" shall be exercised in the order of greatest plant seniority. An employee who for any reason, whether with or without good cause, fails to present himself to the Employment Office in accordance with the notification mentioned in paragraph (2) above, will be deemed to waive thereby his "bumping" rights under these procedures until such time as he presents himself, at which time he will resume such rights for such jobs as remain open.

11.50

- (4) In the event that a layoff to which these procedures have been applied shall be followed by subsequent layoffs, each such subsequent layoff shall be treated under these procedures as though there had been no preceding layoff.

11.51

- (5) An employee replaced under these procedures will be notified of such replacement by his Department supervision and such notification will be given at least two days prior to the day in which the turn on which he will be displaced falls.

11.52

Other special arrangements concerning "bumping" may be made, if desired, by Plant Management and the Local Union (through its negotiating committee) at each plant, including but not limited to the consideration of "cut-off" dates based on plant seniority dates. In the event the local parties are unable to resolve problems involved with an abnormal layoff situation, they may refer the same to the appropriate Corporate level and International Union representatives for that plant, who shall meet promptly and attempt to work out agreements as they deem appropriate irrespective of local seniority agreements.

B. Interplant Job Opportunities

11.53

When a plant is hiring for other than temporary vacancies, priority over other applicants (new hires, including employees with 60 days or less seniority) will be given to employees laid off from any other plant subject to the following rules and procedures:

11.54

1. The job vacancies for which employees shall be eligible under these provisions shall be only those that are not filled from the hiring plant in accordance with its regular seniority provisions.

11.55*

2. a. The employee laid off from the other plant **except those on voluntary layoff** shall have two or more years of Company continuous service to be eligible for transfers between **locations within their geographic region**. Each transferee must also have (a) been laid off for 60 days or more from his home plant, (b) filed no earlier than the 30 days after the date of his layoff with the Management of the plant from which he is laid off a written request, in accordance with procedures established by the Company, for such employment, and (c) the necessary qualifications to perform the available job. In case two or more requests are on file by laid-off employees (either from the same or different plants) priority among the requests on file will be given in order of **the greatest length of Company continuous service**. **If seniority has previously been determined (employees from same plant or department) such de-**

termination shall be final. If two or more employees have the same Company continuous service date, the employee with the earliest date of birth will be considered the most senior.

11.551*

- b. Priority in the filling of job vacancies (other than the temporary vacancies) in plants in an area covering more than one region and covered by an agreement between the Company and the International Union shall be afforded employees in such plants in accordance with the following:

11.552*

1. Such priority shall be afforded to employees who have applied for employment in the region from which laid off and Management has failed to provide employment and:

11.553*

- (a) Who have 2 or more years of Company continuous service at the date of shutdown and who (a) have elected not later than the end of thirty (30) days from the date of shutdown to continue on layoff and (b) have no employment and no recall rights to a job in the plant or in a regional plant in which they have been employed as a result of a permanent shutdown of a plant, department, or subdivision thereof and (c) have applied for employment hereunder, or

11.554*

- (b) Who have 2 or more years of Company continuous service at the time of layoff from their plant and (a) in the opinion of the Management are not likely to be returned to active employment in their plant or in a regional plant within one (1) year from the date of layoff and (b) within thirty (30) days after being advised by the Management of such option apply for employment hereunder.

2. The plants within each such agreed interregional area are as follows:

Central Region

1. Brackenridge
2. West Leechburg - P&M and O&T
3. Washington - P & M, O&C, Nurses
includes Washington Plate and
Washington Flat Roll
4. Houston
5. New Castle
6. Lockport
7. Latrobe
8. Exton
9. Massillon

Eastern Region

1. Wallingford
2. Waterbury
3. New Bedford

As additional plants subsequently become USWA represented, the parties will meet to determine the proper region for placement.

11.556*

3. The job vacancies for which employees shall be eligible under these provisions shall be only those that are not filled from the particular plant or the particular region in accordance with this Article XI.

11.557*

4. In filling such job vacancies hereunder, the provisions of subparagraphs 6, 7, 8 and 9 (below) of Subsection B shall be applicable except that the following additional provisions shall be applicable to an employee assigned to another plant under the provisions of this Subsection B-2-b:

11.558*

- (a) He may, at any time during the first six months of his employment at that plant (or during a period of layoff in the first year of such employment), elect to terminate such employment without breaking his continuous service at his home plant, provided he gives two weeks notice to plant management. If he does so elect to return to his home plant, he will not be eligible for a relocation allowance for such return.

11.559*

- (b) When he has completed one year of employment at that plant, his continuous service at his home plant will be cancelled and the plant to which he was assigned will then become his home plant.

11.56

3. An employee laid off from one plant who is offered and accepts a job at another plant under these provisions will have the same obligation to report for work there as though he were a laid-off employee at that plant. His employment at that plant will be subject to all the rules and conditions of employment in effect at that plant.

11.57

4. If an employee rejects a job offered to him under these provisions, his name shall be removed from those eligible for priority under these provisions for a period of 30 calendar days after which he may reapply. An employee who accepts such a transfer and then elects to return to his home plant shall not be eligible for another interplant transfer for a period of one year from the date of his return to his home plant.

11.58*

5. An employee who accepts employment at another plant under these provisions will continue to accrue continuous service for seniority purposes at his home plant in accordance with the applicable seniority rules.

11.59*

6. The accrual of seniority at an employee's home plant contained in paragraph 5 shall determine the length of recall

eligibility at his home plant, and the following shall apply to any such employee:

11.60

- (i) After such a transfer he shall continue to be carried on the recall list at his home plant and be subject to recall there;

11.61

- (ii) When recalled by his home plant he shall be given the option of either accepting such recall or of staying at his new plant;

11.62

- (iii) If he accepts such recall at his home plant, he must report in person to the Employment Office at his home plant promptly and his recall shall then be made effective not earlier than the beginning of the next payroll week thereafter;

11.63

- (iv) If he accepts such recall at his home plant, the provisions of the last sentence of paragraph 4 shall apply to him;

11.64

- (v) If he declines such recall and elects instead to stay at his new plant, the provisions of paragraphs 8 and 9 shall apply to him immediately.

11.65

- (vi) A trade or craft employee who, upon layoff, refuses a job in his home plant under the provisions of the paragraphs of Section 3- A which are identified by marginal numbers 11.46 through 11.52 shall not have the right to an interplant transfer at the other plant in Job Class 1 through 4 jobs. Such an employee will, however, be eligible to accept an interplant transfer to the other plant if it involves a trade or craft job.

11.66

- (vii) A trade or craft employee who, because of lack of enough seniority, has no opportunity for a job under the provisions of said paragraphs 11.46 through 11.52 shall have the right to accept an interplant transfer to the other plant in a job in Job Class 1 through 4. If such an employee accepts such transfer, he may at the Company's discretion be

directed to return to his home plant if his trade or craft job (or a higher Job Class job) opens there.

11.67*

7. If an employee stays at the new plant, all benefits except seniority shall be based on his Company continuous service, but his continuous service at his home plant will be deemed broken for seniority purposes there. For seniority purposes at his new plant, he will establish seniority dates as of the first day worked at the new plant **plus forty-five (45) days.**

11.68*

A transferred employee must work a minimum of 2 years at the new plant in order to become eligible to receive pension and retirement benefits applicable to the new plant. If termination of employment occurs prior to the expiration of the 2 year period, his/her pension and/or retiree benefits will be applied under the provisions of the former plant at the time of their termination.

11.69

8. If an employee becomes a permanent employee at the new plant under this Section 3-B and if he changes his permanent residence as a result thereof, he will receive a relocation allowance on the following terms:

11.70

- (a) He must make written request for such allowance in accordance with the procedure established by the Company.

11.71*

- (b) The amount of the relocation allowance will be determined in accordance with the following:

Miles Between Plant Locations	Allowance for	
	Single Employees	Married Employees
0 - 50	None	None
50 - 99	\$ 240	\$ 720
100 - 299	300	780
300 - 499	380	900
500 - 999	420	1140
1,000 - 1,999	540	1440
2,000 - or more	660	1740

11.72

- (c) The amount of any such relocation allowance will be reduced by the amount of any relocation allowance or its equivalent to which the employee may be entitled under any present or future Federal or state legislation. The amount of such allowance shall be deducted from monies owed by the Company to the employee in the form of pay, vacation benefits, SUB benefits, pensions or other benefits, if during the twelve months following the start of such new job, the employee quits (except if it be agreed locally that the employee had proper cause or is discharged for cause).

11.73

- (d) Only one relocation allowance will be paid to the members of a family living in the same residence.

11.74

9. The operation of these provisions will be subject to periodic review by a joint committee, consisting of equal numbers of representatives of both parties (not more than 3 each), who shall meet periodically to review its operation and to consider and resolve any problems that may arise from their operation including the establishment of necessary procedures for the handling of grievances under this Subsection B. The Company shall supply to such committee pertinent information relating to the operation of this Subsection.

11.75

10. In order to facilitate the operation of the program provided for in Subsection B, it is agreed that (a) back pay shall not be awarded in any grievance based on this Subsection B unless the arbitrator finds that there has been willful and deliberate non-compliance therewith, and (b) the Company and the International Union may, upon recommendation of the committee provided for in paragraph 9 above, amend this Subsection B at any time during the period of this Agreement and that such amendment shall be effective with respect to any pending grievance.

11.76

11. The Company will not be liable for any retroactive pay with respect to any period prior to four days or the beginning of the payroll week, whichever is later, after receipt by the Company of specific written notice (on a form to be provided therefor) of its alleged error.

11.77

12. By agreement between the Company and the International Union, the provisions of this Subsection B may at any time be suspended and employees who are working at other plants under these provisions may be laid off, if it becomes necessary to do so to provide employment for long-service employees who are permanently displaced or for other valid reasons.

Section 4. Recalls from Layoff**11.78**

An employee duly notified by the Company to return to his own job or to any job in his own line of promotion must return to such job. Other special arrangements may be made, if desired by the Company and the Local Union at each plant.*

11.79

Provided that there are no employees in the plant who have established incumbency on the vacant position, employees shall be recalled on the basis of plant seniority after a layoff and will be assigned to their respective departments upon return to work if*:

11.80

- A. Work is available in that department; or*

11.81

- B. Employees on temporary transfer are working in that department. Employees on temporary transfer thus displaced will be referred to the Employment Office for reassignment.*

11.82

An employee duly notified by the Company to report for a job he is qualified to perform in a department other than his own may elect to refuse such job. Upon such refusal, the employee shall not necessarily be called for future vacancies in other than his department, unless the employee notifies the Employment Department that he is available for work in departments other than his own.*

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

Section 5. Demotions

11.83

In all cases of demotion, employees will demote from job to job in the reverse order of their promotion.

A. Voluntary Demotion

11.84

Any employee who wishes to demote himself because of personal or other reasons (other than physical) must go into the unskilled group that supplies the unit. The employee who thus demotes himself to the unskilled group gives up all incumbency established on jobs from which he demotes.*

B. Demotions for Physical Reasons

11.85

Any employee who is demoted from his regular job for physical reasons shall by mutual agreement between the Company and the Union be demoted to the next job in his line of promotion that he is able to perform.*

Section 6. Leaves of Absence

11.86

No employee will be entitled to consideration for a leave of absence for any reason unless he has had at least one year's continuous service in the employ of the Company.

11.87

A leave of absence is an excused absence without pay and without loss of seniority and shall be granted only with the joint approval of the Department Manager of the employee concerned, the Labor Relations Representative of the plant and an authorized representative of the Local Union. When leaves are granted to employees in the bargaining unit, the Company will give notice to the Union of such leave, stating name, reason and duration.

11.88

A two months' leave of absence may, but not necessarily shall, be granted to an employee for personal reasons; such leave of absence may, but not necessarily shall, be renewed but not for a period that shall

*Brackenridge employees are to refer to the October 8, 1959 Local Agreement for modifications applicable to this section.

make the total leave of absence longer than six months. A leave of absence shall not be granted for the purpose of taking another job.

11.89

A leave of absence shall be granted when requested by an employee who, on the basis of medical examination (subject to verification by the Company) is revealed to require such leave for an extended period. Such leave of absence shall be granted for no longer than six months; any extension shall be granted for additional periods (of no longer than six months each) only if supported by supplemental medical reports as of the time the extension is requested. During the period of his leave, such employee may prevent a break in his continuous service as provided in Section 1-A- (3) of this Article XI—Seniority and his continuous service and seniority shall accumulate only to the extent provided therein. Such employee may be gainfully employed while on such leave of absence.

11.90

An employee may return to work prior to the expiration of his leave by notifying the plant Employment Department at least five days in advance of the day on which he desires to return.

11.91

At the request of the Local Union, a leave of absence shall be granted to an authorized local representative of the Union for the term of his elected office (including terms of re-election thereto) to carry on business exclusively for the Local Union.

Section 7. Transfers

A. Transfers at Request of Employee

11.92

When an employee is transferred at his own request from one unit to another, such transfer shall be probationary for a period of 45 calendar days. At any time within the period specified the employee may return of his own volition to his original unit or may be returned by the Company to his original unit. If the employee elects to remain in the new unit, after the expiration of the 45 calendar day period, he becomes a permanent employee in the new unit.

B. Transfers Due to Disability and Age

11.93

Cases of this type shall be determined by agreement between Management and the Union. Such transfers may be used for the purpose of rehabilitation. Plant Management and the Grievance Committee may mutually agree to provide training for employees disabled in the plant and to assign them to vacancies for which they are qualified on the basis of such seniority arrangements as they may determine.

C. Transfers at the Request of the Company and with the Consent of the Employee

11.94

When an employee is transferred by the Company, and with the consent of the employee after consultation with the Local Union, to a job other than his own, in order to promote industrial efficiency, such transfer shall be for a probationary period of 60 calendar days. At any time within the 60 day period the employee may, of his own volition, return to his original unit or may be returned by the Company to his original unit. If the employee elects to continue in the new job after the expiration of the 60 day probationary period, he shall become a permanent employee in that unit as of the first day he worked in the unit.

11.95

This Subsection is not intended to replace or eliminate the normal procedures for filling vacancies under Section 2, Promotions, of this Article or the Local Agreements in effect at the various plants but is to be applied only to new key jobs on new equipment installations when it is recognized that certain qualifications and experience are necessary in the interest of promoting industrial efficiency. Prior to making any transfers under this Subsection the Company will meet with the appropriate Union representatives to attempt to agree on the procedures to be used in determining who is to be transferred to these new key jobs, giving full consideration to the availability of employees on similar operations who have the necessary experience and to employees who will be demoted or displaced as a result of the new equipment installation. If agreement cannot be reached on the procedures to be used, the

Company will effect the transfer and the Union can challenge the justification for making these transfers in the grievance procedure beginning at Step 2.

D. Other Transfers by the Company

11.96

- (1) When an employee is transferred by the Company from one department to another in order to give him work, in accordance with the procedure outlined above under Layoffs, he may be transferred back to his original department. When called back to his original department, he may, with the approval of the Department Managers concerned, elect to remain in the new department.

11.97

- (2) It is recognized that employees may be displaced from a department because of the permanent shutdown of a department of a plant, or a substantial portion thereof, which results in a major layoff situation. It is agreed in such connection that:

11.98

- (a) In addition to the right to transfer from one department to another which exists under this Basic Agreement or applicable local agreements, an employee displaced from such department shall be afforded the right to transfer permanently into another department based on his plant seniority by bumping in jobs classified in Job Classes 1, 2, 3 or 4 excepting apprentices, and he shall establish incumbency in such other department. Bumping under this subparagraph (a) shall be in accordance with the procedure set forth in Section 3-A of this Article (the paragraphs identified by marginal numbers 11.46 through 11.52).

11.99

- (b) The rights afforded under clause (a) above may not be sufficient to resolve all of the parties' mutual problems in such connection. Therefore, in any such event, Plant Management and the Local Union (through its negotiating committee) will meet as far in advance as is possible under the circumstances and attempt to resolve the situation by mutual agreement locally.

11.100

- (c) In the event that the parties are unable to resolve the aforementioned problems at the plant level, they will then be referred to the appropriate Corporate level and International Union Representatives for that plant, who shall meet promptly and attempt to work out such agreements as they deem appropriate irrespective of local seniority agreements.

E. Interplant and Intraplant Transfers

11.101

It is recognized that conflicting claims among employees may arise when plant or department facilities are created, expanded, added, merged or discontinued involving the possible transfer of employees. It is agreed that such claims are matters for which adjustment shall be sought between Plant Management and the Local Union (through its negotiating committee).

11.102

In the event that the parties are unable to resolve the aforementioned problems at the plant level, they will then be referred to the appropriate Corporate level and International Union Representatives for that plant, who shall meet promptly and attempt to work out such agreements as they deem appropriate irrespective of local seniority agreements, or they may submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree.

Section 8. Military Service

11.103

All of the provisions of this Article are subject to, and limited by, the rights of employees returning from service in the Armed Forces of the United States as provided in Article XIII—Military Service of this Basic Agreement.

ARTICLE XI A—WALLINGFORD PLANT

11.104

For the purposes of seniority at the Wallingford plant, Section 11 of a prior agreement at that location (which was known as the Wallingford Agreement) was made part of prior Basic Agreements and, as subse-

quently amended, it is made part of this Basic Agreement as an Appendix. Accordingly, that Appendix and local seniority agreements thereunder at that location shall continue to be the seniority provisions applicable at the Wallingford plant.

ARTICLE XI B—CONSENT DECREE

11.105

The provisions of Consent Decree I entered in the United States of America, et al., v. United States Steel Corporation, et al., (Civil Action No. 74P339 in the United States District Court for the Northern District of Alabama) and any amendment thereto, so long as such Decree remains in effect, are hereby made a part of this Agreement as though expressly incorporated herein and in any case of conflict with the provisions of this Agreement, the provisions of such Decree shall have overriding effect.

ARTICLE XII—HEALTH, SAFETY AND ENVIRONMENT

Section 1. General

12.01

The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards, including the reporting of unsafe actions and unsafe conditions, by employees, to supervision. The Company shall make reasonable provisions for the safety and health of its employees at the plant during the hours of their employment.

12.02

It is understood by the parties that to achieve the above objective, it is necessary that employees use and take reasonable care of protective devices, wearing apparel and other safety equipment provided by the Company. It is intended that the International Union, Local Unions, Union Health, Safety and Environment Committees and their officers, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees.

12.03*

Protective devices, wearing apparel and other equipment necessary to properly protect employees from occupational injury/illness (as defined by the OSHA 200 Log) shall be provided by the Company in accordance with practices now prevailing or as such practices may be improved from time to time. Personal protective devices, wearing apparel, and/or other equipment when necessary and required shall be provided by the Company without cost except that the Company may assess a fair charge to cover the willful destruction thereof by the employee. Proper lighting, heating, ventilation systems and toilet facilities shall be installed and maintained. **The Company will provide prescription safety glasses at no cost to the employee.**

12.04*

At plants where devices which emit ionizing radiation are used, the Company will continue to maintain safety standards with respect to such devices not less rigid than those adopted from time to time by the Nuclear Regulatory Commission or **successor agency** and will maintain procedures designed to safeguard employees and will **conduct annual awareness training for all employees who work in close proximity of such devices.** Where the Company uses toxic, flammable or explosive materials, it shall **train all affected employees annually in the hazards associated with such use and on what precautions should be taken** to insure the safety and health of the employees. Upon the request of the Union Co-Chairperson of the Joint Health, Safety, and Environment Committee, the Company shall provide, in writing, the chemical names, material safety data sheets and all other toxicity or safe handling information in the Company's possession, on hazardous substance to which employees are exposed in the workplace.

12.05

The Company will continue its program of periodic inplant air sampling and noise testing under the direction of qualified personnel. Where the Union Co-Chairperson of the Health, Safety, and Environment Committee alleges a significant on-the-job health hazard due to chemical and physical agents, the Company will also make such additional tests and investigations as are necessary. The Union Co-Chairperson of the Health, Safety, and Environment Committee will be notified of any monitoring work to be conducted, will be provided the opportunity to provide suggestions, and will be provided reasonable access to observe the monitoring upon request. The Company shall provide to the Union

Co-Chairperson of the Joint Health, Safety, and Environment Committee copies of environmental or employee exposure tests or survey reports.

12.051

The Company shall provide adequate first aid for all employees during their working hours.

12.052

An employee who, as a result of an industrial accident, is unable to return to his assigned job for the balance of the scheduled shift on which he was injured will be paid for any wages lost on that shift.

Section 2. Health, Safety, and Environment Committees

A. Plant Committees

12.06

A Health, Safety, and Environment Committee consisting of three representatives each of Management and the Union at each plant of the Company shall meet each calendar month for the purpose of: (1) inspecting plant facilities; (2) advising Management on questions relating to health and safety; and (3) making recommendations regarding effective engineering controls where feasible. The Committee will also serve the purpose of communicating safe work practices to the employees through the joint review, development, and delivery of meaningful training initiatives with approval of plant management.

12.07

When the Company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the Health, Safety, and Environment Committee in advance with the objective of increasing cooperation. Should differences result from such discussions, a grievance may be filed in the Third Step by the Chairperson of the Grievance Committee within 30 days thereafter. In the event that the grievance progresses through the grievance procedure to arbitration, the arbitrator shall determine whether such rule or requirement is appropriate and reasonable to achieve the objective set forth in Section 1 above.

12.08*

A Union member of the Health, Safety, and Environment Committee shall be notified, as promptly as possible, of any reported accident(s), incident(s) or disease(s) that are work-related and require a committee investigation. **The purpose of this investigation is to find the root cause of the accident/incident to develop corrective procedures to prevent it from happening again.** The member shall be a part of all aspects of the investigation. Permission for the Union member of the Health, Safety and Environment Committee to participate in the investigation shall not be either unreasonably requested or withheld.

B. Company Level Committees**12.081**

The International Union and the Company shall each designate three representatives to a joint Company level committee on Health, Safety, and Environment which shall meet at least annually to review the operation of this Article, with a view to achieving maximum understanding as to how the Company and the Union can most effectively cooperate in achieving the objective set forth in this Article.

Section 3. Safety Dispute Resolution Procedure**12.09**

The Health, Safety, and Environment Committee shall also have the authority, by a majority of four votes, to order employees off jobs where abnormal hazards are present. In the event that the Committee should be equally divided, the matter shall be referred immediately to a special Safety and Health Arbitrator for disposition. Selection of an arbitrator and an alternate shall be by mutual agreement.

12.091

When the Union Co-Chairperson (or member of the Health, Safety and Environment Committee) is not at work, he shall be granted prompt access to the plant, subject to the rules of the plant, at reasonable times to perform the duties provided for in Article 12.

12.10*

The Company will not require employees to work under conditions which are unsafe or unhealthy beyond the normal hazard inherent in the operation in question. An employee who believes that **he/she** is being

required to work under such conditions shall refer the concern to **his/her** immediate supervisor for prompt resolution. In the event a satisfactory resolution is not reached, the employee will be assigned to other work which **he/she** may be reasonably expected to perform, until such time as a determination is reached regarding the unsafe/unhealthy condition. The disputed work will not be assigned to another worker until such time as a determination has been made by the Joint Health, Safety, and Environment Committee.

12.101

Should the employee's concern not be resolved between the employee and the supervisor, the supervisor shall promptly notify the Company Safety Representative requesting a review and input. An investigation will be conducted by the Safety Representative in the presence of the employee and the supervisor. If the issue cannot be resolved at this point, either party has the right to refer the issue immediately to the Joint Health, Safety, and Environment Committee for prompt disposition. The Joint Health, Safety, and Environment Committee will convene at the site and after reviewing the issue with the employee and the supervisor shall resolve the dispute if a majority of 4 votes is obtained.

12.102

In the event the issue is not resolved it shall be referred immediately to a special Safety and Health Arbitrator for disposition. Selection of the Arbitrator and an alternate shall be by mutual agreement. Final resolution shall be required of the arbitrator within 60 days of a request for appeal.

12.103

No worker will suffer any penalties as a result of having exercised their right under this section of the Agreement. If the Company concludes an employee abuses this right, appropriate disciplinary action will be taken.

Section 4. Reports

12.11

The Company shall furnish to the Health, Safety, and Environment Committee, and to the Workers' Compensation Committee of the Union copies of all reports of compensable accidents which the Company is required by law to submit to the State Workmen's Compensation Board. The Company shall also furnish copies of monthly lost time accident reports to those Committees.

12.111

Completed minor accident investigation reports will be provided to the Union Co-Chairperson of the Joint Health, Safety, and Environment Committee at the monthly Joint Health, Safety, and Environment Committee Meetings. Where agreed upon local plant practices currently exist, they shall continue in effect unless mutually changed by the Co-Chairpersons. It is the intent of the parties' to avoid duplication of reporting requirements.

12.112*

Once each year, the Company will provide to the International Union Health, Safety, and Environment Department the OSHA Form 200, Summary of Occupational Injuries and Illnesses, or its equivalent, for each plant covered by this Agreement. **Once a year, the Company will provide each location's Union Co-Chairperson of the Joint Health, Safety and Environment Committee the OSHA Form 200, Summary of Occupational Injuries and Illnesses, or equivalent, for each of their respective locations.** The Company will provide the International Union with a copy of the OSHA Form 200, Log of Occupational Injuries and Illnesses, or its equivalent, by plant location, upon receipt of a written request specifying the problem which generated the request.

Section 5. Medical Disputes

12.12

Where there is a dispute between an employee's doctor and the Company doctor concerning the physical or mental condition of an employee, such a dispute may be submitted by the Union for determination by a third doctor (selected by the two doctors involved). The expenses of such examination and medical determination shall be borne equally by the Company and the Union. This Section shall not be construed to extend any rights to the Company to require physical examinations of an employee beyond the extent to which it exists at the present time.

Section 6. Safety Legislation

12.13

The Company, the Union and each employee shall comply with the applicable requirements of the Federal Occupational Safety and Health Act of 1970 and with all applicable standards and regulations issued thereunder. In such connection, the Union and the Health, Safety, and Environment Committee referred to in Section 2 of this Article will cooperate in achieving such compliance.

Section 7. Medical Reports

12.14*

The Company shall maintain the confidentiality of reports of medical examinations of its employees and shall only furnish such reports to the employee or a person designated by the employee upon the written authorization of the employee; provided, that the Company may use or supply such medical examination reports of its employees in response to subpoenas, requests to the Company by any Governmental agency authorized by law to obtain such reports, and in arbitration or litigation of any claim or action involving the Company. **Upon furnishing a signed release, an employee's request for records generated during a dispensary visit will be honored by the end of the shift. Request for more comprehensive portions of medical files will be honored within 48-hours, exclusive of Saturdays, Sundays and holidays. For plants without medical in-house facilities, the Company will reply to the record request as promptly as possible.**

12.15*

Whenever the Company physician detects a medical condition which, in his judgment, requires further medical attention, the Company physician shall promptly notify (within 5 working days) and advise the employee of such condition or to consult with his personal physician.

Section 8. Safety and Health Training

12.16

The Company and Union recognizes the special need to provide appropriate safety and health training for all employees. It is understood by the parties that to achieve the above-stated objective it is necessary that the employee attend such training sessions. It may be necessary to acknowledge attendance by initialing an attendance roster. The purpose of the attendance roster is to verify attendance and will not be used as the basis for disciplinary action.

12.17

Training programs shall recognize that there are different needs for safety and health training for newly hired employees, employees who are transferred or assigned to a new job and employees who require periodic retraining. Such training shall include a review of the Safety and Health provisions of this Basic Agreement, in a manner to be determined by the Joint Health, Safety, and Environment Committee.

A. Training of Newly Hired Employees

12.18

Newly hired employees shall receive training in the general recognition of safety and health hazards, their statutory and basic labor contract rights and obligations and the purpose and function of the Company's Safety, Health and Medical Departments, the Joint Health, Safety, and Environment Committee and the International Union Health, Safety, and Environment Department. In addition, upon initial assignment to a job, they shall receive training on the nature of the operation or process, the safety and health hazards of the job, the safe working procedures, the purpose, use and limitations of personal protective equipment required, and other controls or precautions associated with the job. New employees shall also be instructed as to their personal responsibility for their own safety as well as the safety of co-workers.

B. Training of Existing Employees

12.19

Any existing employee transferred to a new job or department shall receive Safety and Health Training specific to the new job assignment. Such training shall include hazard recognition, safe working procedures, purpose, use and limitations of specific personal protective equipment required, and any other appropriate specialized instruction.

C. Ongoing Safety Training

12.20

As required by the employees' job and assignment area, periodic training including retraining shall be given covering such areas as safe job procedures, hazard recognition, health related exposures, personal protective equipment, and other necessary procedures and precautions. Monthly Safety Meetings will be held and may be used to accomplish this training. The Company shall post minutes of the monthly safety meetings in the applicable department and will make such minutes available to the Joint Health, Safety, and Environment Committee for inspection.

12.21

The Union Co-Chairperson of the Health, Safety, and Environment Committee and the International Union Health, Safety, and

Environment Department, or a designee, shall be afforded the opportunity to review and to provide pertinent recommendations regarding the safety and health training program at the plant level.

Section 9. Notification of Fatality

12.22

The Company will provide the International Union Safety and Health Department with prompt notification of any accident resulting in a fatality to a Union member.

Section 10. Alcoholism and Drug Abuse

12.23

Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at each plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a coordinated program directed to the objective of their rehabilitation. Should an employee request entrance into such a program, such request shall not jeopardize the employee's job security or future promotional opportunities. In addition, such a request, and any records generated by such a request, shall remain confidential.

ARTICLE XIII—MILITARY SERVICE

Section 1. Reemployment

13.01

Each employee, other than a temporary employee, who has heretofore entered or who hereafter enters the Armed Forces of the United States, and who terminates his service therein, shall be restored to employment as hereinafter set forth; provided, however, that if any such employee shall have been dishonorably discharged, he shall not be entitled to any reemployment rights without the approval of the Advisory Committee, created pursuant to Section 3 hereof; and, provided further, that application for reemployment must be made by such employee within 90 days after he has been relieved from such service or from hospitalization continuing after discharge for a period of not more than

two years, or such longer period as may be approved by such Advisory Committee. The Company shall restore such employee to the position he held at the time he left the employment of the Company or to such other position as his seniority, pursuant to Article XI—Seniority hereof, may entitle him, if and when he is qualified to perform the duties of such position, and provided the Company's circumstances have not so changed as to make it impossible or unreasonable to do so. For the purpose of determining the seniority of such employee, his record of continuous service shall not be deemed to have been broken because of his service in the Armed Forces. Should such employee be unable to perform the duties of the job which he held when he entered the Armed Forces or the job to which he is entitled by virtue of his seniority, he shall first be given a reasonable program of training to prepare him for the job to which he is entitled.

Section 2. Disabled Veterans

13.02

Each employee, other than a temporary employee, who has heretofore entered or who hereafter enters the Armed Forces of the United States, and who returns to the employment of the Company after receiving an honorable discharge from such service, and who is suffering impairment due to injury or disease incurred in the course of his military service, shall be assigned to any vacancy in any department which shall be suitable to his impaired condition during the continuance of such disability irrespective of seniority; provided, however, that such impairment is of such a nature as to render the employee's return to his own job or department impracticable in the judgment of the Advisory Committee.

Section 3. Advisory Committee

13.03

A committee consisting of representatives of the Company and the Union shall be established in each plant for the purpose of advising on problems relating to reemployment and readjustment of returning service personnel and performing such other duties as are specified herein.

Section 4. Leave of Absence

13.04

Each employee, other than a temporary employee, who has heretofore entered or who hereafter enters the Armed Forces of the United States, and who desires to pursue a course of study before returning to employment with the Company or within one year after his return to employment with the Company shall be granted a leave of absence, or within two years with the approval of the Advisory Committee may be granted a leave of absence, for such period as may be necessary to complete such course of study but not to exceed 2 years without the approval of the Advisory Committee.

Section 5. Vacations

13.05

Any employee who returns to employment under the conditions set forth in Section 1 of this Article shall be entitled to a vacation with pay, or in lieu thereof, the vacation allowance pay for the calendar year in which he returns to work without regard to the requirement of being consistently employed during that year as defined in Article X—Vacations. His hours of vacation pay or vacation allowance, as the case may be, shall not be less than (a) 40 hours per week, or (b) the scheduled work week of the plant, whichever is larger, nor more than (c) 48 hours per week, or (d) the scheduled work week of the plant, whichever is larger. His vacation pay for such hours or vacation allowance, as the case may be, shall be the higher of (i) the standard hourly wage rate of the job to which he returns, or is eligible to return and (ii) his average rate of earnings per hour during the period since his return to employment.

Section 6. Merchant Marine

13.06

The phrase "Armed Forces" as used in this Article shall include the United States Merchant Marine during a war formally declared by the Congress of the United States.

Section 7. Re-enlistment Limitation

13.07

Any employee who has entered or who hereafter enters the Armed Forces of the United States and who after the date of this Basic Agreement enlists or re-enlists following his entry therein shall be

deemed (unless such period of additional service is imposed pursuant to law) to have no rights under this Article or under Article XI—Seniority hereof, except such rights as may be specifically afforded him by Federal Law.

Section 8. Military Encampment Allowance

13.08

An employee with one or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period up to two weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days such employee would have worked had he not been attending such encampment during such period (plus any holiday in such period which he would not have worked) and the pay for each such day shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to the encampment. If the period of such encampment exceeds two weeks in total in any calendar year, the period on which such pay shall be based shall be the first two weeks he would have worked during such period. Encampment must be of at least one week in duration to qualify for the allowance.

ARTICLE XIV—SEVERANCE ALLOWANCE

Section 1. Condition of Allowance

14.01

When, in the sole judgment of the Company, it decides to close permanently a plant or discontinue permanently a department of a plant or substantial portion thereof and terminate the employment of individuals, an employee whose employment is terminated either directly or indirectly as a result thereof because he was not entitled to other employment with the Company under the provisions of Article XI—Seniority of this Basic Agreement and Subsection B of Section 2 below, shall be entitled to a severance allowance in accordance with and subject to the following provisions.

Section 2. Eligibility

14.02

Such an employee to be eligible for a severance allowance shall have accumulated three or more years of continuous Company service as computed in accordance with Article XI—Seniority of this Basic Agreement.

14.03

A. In lieu of severance allowance, the Company may offer an eligible employee a job, in the same job class for which he is qualified in another plant in the same general locality. The employee shall have the option of either accepting such new employment or requesting his severance allowance. If an employee accepts such other employment, his continuous service record shall be deemed to have commenced as of the date of the transfer, except that for the purposes of severance pay under this Article and for purposes of Article X—Vacations, his previous continuous service record shall be maintained and not be deemed to have been broken by the transfer.

14.04

B. As an exception to Subsection A above, an employee otherwise eligible for severance pay who is entitled under Article XI—Seniority to a job in the same job class in another part of the same plant shall not be entitled to severance pay whether he accepts or rejects the transfer. If such transfer results directly in the permanent displacement of some other employee, the latter shall be eligible for severance pay provided he otherwise qualifies under the terms of this Article.

Section 3. Scale of Allowance

14.05

An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous Company service:

Continuous Company Service	Weeks of Severance Allowance
3 years but less than 5 years	4
5 years but less than 7 years	6
7 years but less than 10 years	7
10 years or more	8

Section 4. Calculation of Allowance

14.06

A week's severance allowance shall be determined in accordance with the provisions for calculation of vacation allowance as set forth in Section 4 of Article X—Vacations.

Section 5. Nonduplication of Allowance

14.07

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance or dismissal allowance or payment of similar kind by reason of any law of the United States of America or any of the states, districts or territories thereof subject to its jurisdiction, the total amount of such payment shall be deducted from the severance allowance to which the individual may be entitled under this Article, or any payment made by the Company under this Article may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the nonduplication provisions of this Section.

Section 6. Election Concerning Layoff Status

14.08

Notwithstanding any other provision of this Agreement, an employee who would otherwise have been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in Section 1 of Article XIV may, at such time, elect to be placed upon layoff status for 30 days or to continue on layoff status for an additional 30 days if he had already been on layoff status. At the end of such 30-day period he may elect to continue on layoff status or to be terminated and receive severance allowance if he is eligible to any such allowance under the provisions of this Article XIV; provided, however, if he elects to continue on layoff status after the 30-day period specified above, and is unable to secure employment with the Company within an additional 60-day period, at the conclusion of such additional 60-day period he may elect to be terminated and receive severance allowance. Any Supplemental Unemployment Benefit payment received by him for any period after the beginning of such 30-day period shall be deducted from any such severance allowance to which he would have been otherwise eligible at the beginning of such 30-day period.

Section 7. Payment of Allowance

14.09

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall terminate employment and continuous service for all purposes under this Agreement.

Section 8. Severance Notification

14.10

Before the Company shall finally decide to close permanently a plant or discontinue permanently a department of a plant, it shall give the Union, when practicable, advance written notification of its intention. Such notification shall be given at least 90 days prior to the proposed closure date, and the Company will thereafter meet with appropriate Union Representatives in order to provide them with an opportunity to discuss the Company's proposed course of action. Upon conclusion of such meetings, which in no event shall be less than 30 days prior to the proposed closure or partial closure date, the Company shall advise the Union of its final decision. The final closure decision shall be the exclusive function of the Company. This notification provision shall not be interpreted to offset the Company's right to lay off or in any other way reduce or increase the working force in accordance with its presently existing rights as set forth in Article II of this Agreement.

ARTICLE XV—APPRENTICESHIP, TRAINING AND TESTING

Section 1. Apprenticeship

15.01

The Company and the Union believing the development of skilled workmen to be their joint concern have heretofore applied Standards of Apprenticeship and implemented the same by mutual agreements applicable at separate plant locations. The parties acknowledge their obligation under the February 1, 1979 Coordinating Committee Steel Companies Apprenticeship Training Program adopted by agreement with the Union.

Section 2. Training

15.02

The Company and the Union recognize that on-the-job training and the educational development of employees will enhance their qualifica-

tions for job opportunities and improve their capacities for advancement to higher jobs in a line of promotion and to other jobs with the Company. The Company and the Union have heretofore reviewed all training programs in the Company and agree to continue their joint endeavor of extending them for the mutual benefit of the Company, the Union and eligible employees.

Section 3. Testing

15.03*

Without affecting the present positions of the parties with respect to such subject, the parties' understandings and their disposition of problems in connection with testing, as applied during the 1968 Agreement, shall continue to apply during this 2001 Agreement.

ARTICLE XVI—HOLIDAYS

Section 1.

16.01

For all hours worked by an employee on any of the holidays specified below, overtime shall be paid at the overtime rate of two and one-half times his regular rate of pay.

16.02*

The holidays specified are January 1, Good Friday, March 25 (William J. Foley's Birthday) **(by local agreement another day may be chosen provided such agreement is reached by October 1 of the preceding year)**, Memorial Day which shall be the last Monday in May (by local agreement another day may be chosen provided such agreement is reached prior to April 1 of each year), July 4, Labor Day, Thanksgiving Day, the Day After Thanksgiving Day, the Day Before Christmas Day, Christmas Day, Washington's birthday which shall be the third Monday in February, unless by local agreement the parties agree to another day. The holiday shall be the 24-hour period beginning at the turn changing hour nearest to 12:01 a.m. of the holiday. If the calendar holiday is on Sunday, for the purposes of this Basic Agreement, the holiday shall be the following Monday.

Section 2.

16.03

An eligible employee who does not work on a holiday listed in Section 1 above shall be paid eight times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the payroll period preceding the one in which the holiday occurs; provided, however, that if an eligible employee who is scheduled to work on any such holiday, fails to report or perform his scheduled or assigned work, he shall become ineligible for pay for the unworked holiday unless he has failed to report or perform such work because of sickness or because of death in the immediate family (mother, father, including in-laws, children, brother, sister, husband, wife and grandparents) or because of similar good cause. When no work was performed in the payroll period preceding the holiday pay period, the holiday pay period shall be used.

16.04

Holiday allowance shall be adjusted by an amount per hour to reflect any general increase in effect at the time of such holiday, but not in effect in the period used for calculating holiday allowance.

Section 3.

16.05

As used in this Article, an eligible employee is one who:

16.06

A. has completed his probationary period;

16.07

B. performs work or is on vacation in the pay period in which the holiday is observed or if he is laid off for such pay period, performs work or is on vacation in both the pay period preceding and the pay period following the pay period in which the holiday is observed; and

16.08

C. works as scheduled or assigned both on his last scheduled workday prior to and his first scheduled workday following the day on which the holiday is observed unless he has failed to so work because of sickness or because of death in the immediate family or because of similar good cause (such as Union Business).

Section 4.

16.09

Where a plant is paying on the basis of weekly pay periods, the pay period for purposes of eligibility under this Article shall include the weekly pay period in which the holiday occurs and the next preceding weekly pay period; and holiday allowance shall be calculated on the basis of the two weekly pay periods next preceding the weekly pay period in which the holiday occurs.

Section 5.

16.10

An eligible employee who would otherwise be entitled to pay for an unworked holiday and who shall be scheduled pursuant to the provisions of Article X—Vacations, to take a vacation during a period when a holiday occurs, shall be paid for the unworked holiday in addition to his vacation pay. The provisions of this Section 5 shall apply to (a) an employee whose vacation has been scheduled prior to his layoff and who thereafter is laid off and takes his vacation as scheduled, or (b) an employee who is not at work at the time his vacation is scheduled, but who thereafter returns to work and then is absent from work during a holiday week because of his scheduled vacation. An employee who is not at work at the time of scheduling his vacation and is not working at the time his vacation commences is not eligible for holiday pay for a holiday occurring during his vacation within the meaning of either Section 3-B above or this Section 5.

Section 6.

16.11

An eligible part-time employee who does not work on a holiday shall receive pay for holidays in accordance with the foregoing provisions of this Article, but the pay that he shall receive for any such holiday shall be an amount equal to his applicable hourly rate times the lesser of eight or the average number of hours worked by him per day in the preceding two pay periods.

Section 7.

16.12

In determining whether an employee has worked on more than five days in any week for the purposes of Section 3-A-(3) and 3-A-(4) of

Article IX—Overtime and Allowed Time of this Basic Agreement, a holiday occurring in such week shall be counted as a day worked by him whether or not he shall have worked on such holiday and regardless of whether it was scheduled as a day of work or a day of rest; provided, however, that if he shall have been scheduled to work on such holiday and shall have failed to perform the work to which he was assigned on such day, such holiday shall not be considered as a day worked by him.

Section 8.

16.13

Time off in the Brackenridge and West Leechburg, Pennsylvania, plants for four holidays, to wit, January 1, July 4, Labor Day and Christmas Day, shall begin eight hours before the holiday and shall end eight hours after the holiday. All hours worked during said two eight-hour periods shall be paid at the rate of one and one-half times the employee's regular hourly rate as defined in Section 3-B-(3) of Article IX— Overtime and Allowed Time.

Section 9.

16.14

On a holiday there shall normally be no regular production work except in cases of continuous operations, or during periods of national emergency.

ARTICLE XVII—SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

A. Description of Plan*

17.01*

The Supplemental Unemployment Benefit Plan effective **July 1, 2001**, is contained in a booklet entitled "2001 Supplemental Unemployment Benefit Plan," a copy of which will be provided each employee. Such booklet constitutes a part of this Article as though incorporated herein.

* Each reference to "Plan" herein means the SUB Plan for employees in the Allegheny Ludlum hourly bargaining units or, as the case may be, the separate SUB Plan for employees in the Wallingford Plant.

B. Coverage

17.02

1. The Plan shall, for the period specified in the termination provisions of this Agreement, be applicable to the employees, together with other employees represented by the Union.

17.03*

2. The Plan, without change, may be applicable to such other groups of employees of the Company who are entitled to overtime compensation on the basis of law, contract or custom as were covered on **June 30, 2001** by the Prior Plan (the Supplemental Unemployment Benefit Plan in effect prior to **July 1, 2001**), and to any other such group, and under such conditions, as the Company and the Union may agree. Any modification of the Plan necessitated by the requirements of federal or state law shall also apply to such other groups to which it is applicable.

17.04

3. There shall be one trust fund under the Plan applicable to all employees covered by the Plan, and any determinations under the Plan will be based on the experience with respect to everyone covered thereby.

C. Reports to the Union

17.05

The Company will provide the Union with information on the forms agreed to by the parties and at the times indicated thereon, and such additional information as will reasonably be required for the purpose of enabling the Union to be properly informed concerning operations of the Plan.

ARTICLE XVIII—SUB AND INSURANCE GRIEVANCES

18.01

The following procedure shall apply only to disputes concerning the Supplemental Unemployment Benefit Plan (SUB) and the Insurance Agreement, including the Program of Insurance Benefits (PIB), but it shall not apply to a claim for life insurance.

18.02

If any difference shall arise between the Company and any employee as to the benefits payable to him

- (a) pursuant to the SUB, or
- (b) pursuant to the Insurance Agreement (including PIB) because his claim was denied in whole or in part,

or between the Company and the Union as to the interpretation or application of or compliance with the provisions of the SUB and such difference is not resolved by discussion with a representative of the Company at the location where it arises, it shall, if presented in writing under the following provisions, become a SUB grievance or an insurance grievance (in either case hereinafter referred to as grievance) and it shall be disposed of in the manner described below:

18.03

1. A grievance must, in order to be considered, be presented in writing within 30 days after the action giving rise to such difference on a form to be furnished by the Company which shall be dated and signed by the employee involved and the representative designated by the Local Union to handle such grievances and presented to a local representative of the Company designated to receive and handle such grievances. The grievance shall be discussed by such representatives within 10 days after it has been presented to the representative of the Company. The representative of the Company shall note in the appropriate place on the form his disposition of the grievance, his reasons therefor and the date thereof and shall return two copies of the form to the local representative of the Union within 10 days after the date on which it was last discussed by them unless he and the local representative of the Union agree otherwise. Minutes of any discussion between the Union and the Company shall be prepared and signed by the local representative of the Company within 10 days after the discussion is held and shall be signed by the representative of the Local Union. If the representative of the Local Union shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement,

shall be regarded as agreed to. Unless the grievance is appealed as set forth below within 10 days after the date of delivery of the minutes to the representative of the Local Union, it shall be deemed to have been settled and no appeal therefrom shall thereafter be taken. Notwithstanding the first sentence of this paragraph, (a) a grievance relating to Short Week Benefits under the SUB must be presented within 30 days after the date of the Short Week Benefit draft if the dispute relates to the amount of the benefit or within 60 days from the end of the week in question if the dispute relates to eligibility for the benefit and (b) a grievance relating to the Insurance Agreement (including PIB) must be presented within 30 days after the earliest date on which the grievant knew or reasonably should have known of the action on which it is based.

18.04

2. In order for a grievance to be considered further, written notice of appeal shall be served, within 10 days after receipt of the minutes described above, by the representative of the District Director of the Union, certified to the Company in writing, upon the representative of the Company, similarly certified to the Union by the Company. Such notice shall state the subject matter of the grievance, the identifying number and objections taken to the previous disposition. A grievance which has been so appealed shall be discussed within 30 days of such notice by such representatives, in an effort to dispose of the grievance. Minutes of the discussion which shall include a statement of the disposition of the grievance by the representative of the Company, his reasons therefor and the date thereof, shall be prepared and signed by him and delivered to the representative of the Union within 10 days after the discussion is held. The representative of the Union shall sign such minutes and shall deliver a copy to the representative of the Company and in the event he shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. If an appeal from the action taken with regard to the grievance in accordance with the foregoing procedure is not made in the

manner set forth below, the grievance shall be deemed to have been settled in accordance with such action and no appeal therefrom shall thereafter be taken.

18.05

3. If the procedure described in paragraphs 1 and 2 above has been followed with respect to a grievance and it has not been settled, it may be appealed by the District Director, or his representative, to arbitration by written notice served simultaneously on the arbitrator (agreed upon by the parties) and the certified representative of the Company described in paragraph 2 above within 20 days after the date of delivery of the minutes to the representative of the Union.

18.06

4. The decision of the arbitrator on any grievance which has properly been referred to him shall be final and binding upon the Company, the Union and all employees involved in the grievance.

18.07

5. Should a difference arise with respect to Article XVII, as to which resolution by processing of a SUB grievance is not appropriate, the applicable portions of the SUB grievance provisions shall govern the procedure to be followed.

ARTICLE XIX—OTHER AGREEMENTS

A. Pensions

19.01

Pension benefits are currently provided for pursuant to a separate agreement between the Corporation and the Union, and the same is to be subsequently amended as set forth in the Settlement Agreement between the Company and the Union.

B. Insurance

19.02

Insurance benefits are currently provided for pursuant to a separate agreement between the Corporation and the Union, and the same is to be subsequently amended as set forth in the Settlement Agreement between the Company and the Union.

C. Prior Agreements

19.03*

The terms and conditions established by this **2001** Basic Agreement, replace those established by the **1998** Basic Agreement, except as otherwise expressly provided herein.

19.04*

Any grievance filed on or after the effective date of this **2001** Basic Agreement which is based on the occurrence or nonoccurrence of an event which arose prior to the effective date of this Agreement must be a proper subject for a grievance under this Agreement and processed in accordance with the grievance and arbitration procedures of this Agreement. Such grievance shall be settled in accordance with the applicable provisions of the prior Basic Agreement for the period prior to the effective date of this **2001** Basic Agreement, and for any period thereafter in accordance with the applicable provisions of this Agreement.

D. **2001** Settlement Agreement

19.05*

The provisions of this **2001** Basic Agreement and the various documents executed simultaneously herewith and attached hereto constitute the parties' complete compliance with the **2001** Settlement Agreement between the Company and the Union.

ARTICLE XX—TERMINATION DATE

20.01*

Except as otherwise provided below, this Agreement shall terminate at the expiration of 60 days after either party shall give written notice of termination to the other party but in any event shall not terminate earlier than 12:01 a.m., **July 1, 2007**.

20.02

If either party gives such notice it may include therein notice of its desire to negotiate with respect to insurance, pensions, and supplemental unemployment benefits (existing provisions or agreements as to insurance, pensions, and supplemental unemployment benefits to the contrary notwithstanding), and the parties shall meet within 30 days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters by the end of 60 days after the

giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position in respect to such matters as well as any other matter in dispute (the existing agreements or provisions with respect to insurance, pensions, and supplemental unemployment benefits to the contrary notwithstanding).

20.03*

Notwithstanding any other provisions of this Agreement, or the termination of any or all other portions hereof, the Supplemental Unemployment Benefit Plan shall remain in effect until expiration of 120 days after written notice of termination served by either party on the other party on or after **August 3, 2007**.

20.04

Any notice to be given under this Agreement shall be given by registered mail; be completed by and at the time of mailing; and, if by the Company, be addressed to the United Steelworkers of America, Five Gateway Center, Pittsburgh, Pennsylvania 15222, and if by the Union, to the Company at 1000 Six PPG Place, Pittsburgh, Pennsylvania 15222-5479. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

UNITED STEELWORKERS OF AMERICA:

- BY Leo W. Gerard
President
- James D. English
- Richard Davis
- Leon Lynch
- Louis J. Thomas
Director, District 4 and Chairman,
Union Negotiating Committee
- Andrew V. Palm
Director, District 10, and Secretary
Union Negotiating Committee
- Tom Antal
- Jack Coates
- Richard Corcoran
- Albert Polk
- Bernard Kleiman
- Patti Seehafer
- J. Roy Murray
- James Centner

LOCAL UNION NEGOTIATING COMMITTEES:

Local Union No. 1196

Randall Haas

William Thompson

John Miller

Daniel Martin

Jeannie Nesbit

Local Union No. 1138

Kurt A. Szymanski

James E. Swartz, Jr.

David P. Shavensky

Timothy P. Polka

Local Union No. 2242

Donald A. Deming

Carl Fitzgibbons

Joe Waszkiewicz

ALLEGHENY LUDLUM:

BY D. A. Kittenbrink

President

J. L. McAfoose

Vice President, Human Resources

J. L. Scarfutti

General Manager, Labor Relations

R. A. Kardibin

Vice President, Operational Excellence

J. R. Dierdorf

Director, Industrial Hygiene and Safety

A. T. Breuer

Manager, OSHA Compliance and Training

S. M. Spencer

Manager, Compensation and Benefits

D. O. Morris

Manager, Hourly Staffing

V. L. McDonough

Director, Employee Benefits (ATI)

BRACKENRIDGE WORKS

G. F. Phillips

Manager, Labor Relations

WEST LEECHBURG WORKS

J. P. Scully

Manager, Labor Relations

WALLINGFORD PLANT

J. W. Riotte

Manager, Labor Relations

Appendix A

WAGE INCREASES

- **Effective 7/1/01, a \$0.50 increase in the Standard Hourly Wage Rate (SHWR) for non-incentive jobs and in the Hourly Additive for incentive based jobs.**
- **Effective 7/1/04, a \$0.50 increase in the Standard Hourly Wage Rate (SHWR) for non-incentive jobs and in the Hourly Additive for incentive based jobs.**
- **Effective 7/1/05, a \$0.50 increase in the Standard Hourly Wage Rate (SHWR) for non-incentive jobs and in the Hourly Additive for incentive based jobs.**
- **Effective 7/1/06, a \$1.00 increase in the Standard Hourly Wage Rate (SHWR) for non-incentive jobs and in the Hourly Additive for incentive based jobs.**

**APPENDIX A
STANDARD HOURLY RATES**

Job Class	Effective 7/1/00	Effective 7/1/01	Effective 7/1/04	Effective 7/1/05	Effective 7/1/06
1-2	15.518	16.018	16.518	17.018	18.018
3	15.671	16.171	16.671	17.171	18.171
4	15.830	16.330	16.830	17.330	18.330
5	15.989	16.489	16.989	17.489	18.489
6	16.148	16.648	17.148	17.648	18.648
7	16.307	16.807	17.307	17.807	18.807
8	16.467	16.967	17.467	17.967	18.967
9	16.626	17.126	17.626	18.126	19.126
10	16.785	17.285	17.785	18.285	19.285
11	16.944	17.444	17.944	18.444	19.444
12	17.103	17.603	18.103	18.603	19.603
13	17.262	17.762	18.262	18.762	19.762
14	17.421	17.921	18.421	18.921	19.921
15	17.580	18.080	18.580	19.080	20.080
16	17.739	18.239	18.739	19.239	20.239
17	17.898	18.398	18.898	19.398	20.398
18	18.057	18.557	19.057	19.557	20.557
19	18.216	18.716	19.216	19.716	20.716
20	18.375	18.875	19.375	19.875	20.875
21	18.534	19.034	19.534	20.034	21.034
22	18.694	19.194	19.694	20.194	21.194
23	18.853	19.353	19.853	20.353	21.353
24	19.012	19.512	20.012	20.512	21.512
25	19.171	19.671	20.171	20.671	21.671
26	19.330	19.830	20.330	20.830	21.830
27	19.489	19.989	20.489	20.989	21.989
28	19.648	20.148	20.648	21.148	22.148
29	19.807	20.307	20.807	21.307	22.307
30	19.966	20.466	20.966	21.466	22.466
31	20.125	20.625	21.125	21.625	22.625
32	20.284	20.784	21.284	21.784	22.784
33	20.443	20.943	21.443	21.943	22.943
34	20.602	21.102	21.602	22.102	23.102

**APPENDIX A-1
INCENTIVE JOBS**

Job Class	Effective 7/1/00		Effective 7/1/01	Effective 7/1/04	Effective 7/1/05	Effective 7/1/06
	ICR	ADDER	ADDER	ADDER	ADDER	ADDER
1-2	5.383	10.135	10.635	11.135	11.635	12.635
3	5.506	10.165	10.665	11.165	11.665	12.665
4	5.635	10.195	10.695	11.195	11.695	12.695
5	5.764	10.225	10.725	11.225	11.725	12.725
6	5.893	10.255	10.755	11.255	11.755	12.755
7	6.022	10.285	10.785	11.285	11.785	12.785
8	6.150	10.317	10.817	11.317	11.817	12.817
9	6.279	10.347	10.847	11.347	11.847	12.847
10	6.408	10.377	10.877	11.377	11.877	12.877
11	6.537	10.407	10.907	11.407	11.907	12.907
12	6.665	10.438	10.938	11.438	11.938	12.938
13	6.794	10.468	10.968	11.468	11.968	12.968
14	6.923	10.498	10.998	11.498	11.998	12.998
15	7.052	10.528	11.028	11.528	12.028	13.028
16	7.180	10.559	11.059	11.559	12.059	13.059
17	7.309	10.589	11.089	11.589	12.089	13.089
18	7.438	10.619	11.119	11.619	12.119	13.119
19	7.567	10.649	11.149	11.649	12.149	13.149
20	7.695	10.680	11.180	11.680	12.180	13.180
21	7.824	10.710	11.210	11.710	12.210	13.210
22	7.954	10.740	11.240	11.740	12.240	13.240
23	8.082	10.771	11.271	11.771	12.271	13.271
24	8.210	10.802	11.302	11.802	12.302	13.302
25	8.340	10.831	11.331	11.831	12.331	13.331
26	8.468	10.862	11.362	11.862	12.362	13.362
27	8.598	10.891	11.391	11.891	12.391	13.391
28	8.725	10.923	11.423	11.923	12.423	13.423
29	8.854	10.953	11.453	11.953	12.453	13.453
30	8.984	10.982	11.482	11.982	12.482	13.482
31	9.112	11.013	11.513	12.013	12.513	13.513
32	9.240	11.044	11.544	12.044	12.544	13.544
33	9.370	11.073	11.573	12.073	12.573	13.573
34	9.498	11.104	11.604	12.104	12.604	13.604

APPENDIX B
MEMORANDUM OF UNDERSTANDING
ON MISCELLANEOUS MATTERS

1. The understandings reflected in the prior Memorandums of Understanding concerning so-called portal-to-portal claims are readopted for the term of this Basic Agreement.
2. The form of "Request for Notices of Restoration of Forces" provided for in the prior Memorandums of Understanding is readopted for the term of this Basic Agreement.
3. Proposals made by either party with respect to changes in the basic labor agreement and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the arbitration of any grievance under this Basic Agreement.
4. The understandings reflected in the prior Memorandums of Understanding concerning adjustment of personal out-of-line differentials on both nonincentive and incentive jobs at the Wallingford plant are readopted for the term of this Basic Agreement.
5. With respect to the 1971 Manual referred to in Article VII, Section 3-A, of the Basic Agreement, the Larry-Abel confirmatory letter dated August 1, 1971, shall be applicable as provided therein. In addition, the parties readopt for the term of their **2001** Basic Agreement their prior understanding "that unless hereinafter otherwise specifically agreed to between the Company and the Union the 'Conventions for Classifications of Designated Jobs' set forth in such Manual shall apply at any location of the Company only if a similar Convention has been heretofore applied at such location in implementation of the parties' pre-existing Manual."
6. In response to the Union's request for more prompt information at the plant level regarding additions to work forces in the various bargaining units, the Company will adopt the following procedure: Monthly lists of new hires and transfers into the bargaining unit will be made available upon request at the plant level to the Financial Secretary of each Local Union. If the number of additions is sufficient to justify reporting on a more frequent basis, an effort will

be made to do so. It should be understood that in the interest of prompt reporting these lists will be preliminary and, accordingly, subject to verification by the regular monthly Union membership and checkoff list which will be transmitted in accordance with existing procedures.

7. Within sixty (60) days of **July 1, 2001**, each employee, other than a probationary employee will be provided a **voucher in the amount of \$115.00** to purchase safety shoes for his/her wear at the plant. On **January 1, 2003**, each employee who on that date has one year of continuous service shall receive a **voucher in the amount of \$115.00** to purchase safety shoes for his/her wear at the plant. **This benefit is to continue every eighteen months for the term of this Agreement.** This benefit is in lieu of and supersedes any local practice or agreement to pay for shoes or metatarsals except where the employees elect to retain the existing practice or agreement, and except where the Company is required by law to pay for such shoes and metatarsals.
8. The Supplement to Article X printed on pages 148-149 of the parties' 1965 Agreement booklet is readopted again for the term of this Basic Agreement, and the following interpretation shall continue to apply as heretofore:

In computing "hours" of vacation pay pursuant to Section 4 of Article X for an employee who lost some regular hours of work because he was absent on Union business during the computation period used under Section 4, do not disregard the lost hours, but instead they are counted as hours worked (for the Section 4 computation) if it is established that they were "Union business" hours in the same way that they would be counted under Marginal Paragraph 9.10.

This may involve some peculiar factual determinations in individual cases. But those unusual cases can be solved on a practical basis by (i) determining what the employee's crew worked during the pay period in which he lost such hours, or (ii) what hours he was or would have been actually scheduled to work during the pay period in question, or (iii) what hours his substitute worked, and (iv) the maximum and minimum limitations in Paragraph 10.27 apply in any event.

9. The Supplement to Article XI, Section 1-E, printed on page 150 of the parties' 1965 Agreement booklet is readopted again for the term of this Basic Agreement.
10. The "division of work" provisions contained in the paragraph identified by Marginal Reference 11.44 in the 1965 Agreement were deleted in the 1968 Agreement. It was the parties' intention to eliminate the "divisions of work" alternative to the extended layoff of one or more seniority employees so that the portion of any then existing local agreements providing for the division of work should no longer be effective, except that 11.44 in the 1965 Agreement did not apply to Wallingford.
11. On the subject of "checkoff" under Article IV, Section 2 of the Basic Agreement the parties have agreed to a uniform formulation as follows:
 - (a) Monthly dues for a member shall be an amount equal to 1.3% of said member's total earnings during the month provided that monthly dues shall not be less than \$5.00 and provided further that monthly dues shall not be more than 2.5 times the member's average hourly earnings. For lump sum payments, dues shall be calculated separately by applying the 1.3% to such payments. The dues and fees will be collected as directed by the International Treasurer of the United Steelworkers of America.
 - (b) Monthly dues deducted pursuant to Paragraph (a) above shall be forwarded to the International Office within three (3) business days of such deduction.
12. No employee shall be required by the Company to submit to a lie detector test. In addition, the Company shall neither make mention of the results of a lie detector test nor the refusal of an employee to take a lie detector test in the grievance and arbitration procedure.
13. The letters exchanged as a portion of the parties' Settlement Agreement dated **July 1, 2001**, are incorporated by reference herein to the extent they are applicable under this Agreement.

THIS MEMORANDUM dated as of **July 1, 2001**.

UNITED STEELWORKERS OF AMERICA
By Louis J. Thomas

ALLEGHENY LUDLUM
By **J. L. McAfoose**

APPENDIX C
THIS MEMORANDUM

Between Allegheny Ludlum and the United Steelworkers of America confirms the parties' understandings for further clarification of the so-called "integrity adjustment" provisions in Article VII, Section 3-B-(3)-(a) of their 1965 Agreement executed today:

1. It is understood that integrity adjustments shall not be used for the purpose of deliberately affecting the earnings under an incentive plan, up or down. The application of the so-called "integrity provisions" should be limited to any adjustment necessary to reflect new or changed conditions.

2. Since one or a combination of the "result from" changes specified in this Section of the contract must occur to apply the integrity adjustment provisions, it is understood that any unmeasured work which existed in measurable amounts at the time the incentive plan was established, but which was not covered by standards under such plan, may not be covered under the integrity adjustment provisions.

Dated October 8, 1965

UNITED STEELWORKERS OF AMERICA

By

(List of signatures not reproduced)

ALLEGHENY LUDLUM

By

(List of signatures not reproduced)

APPENDIX D

THIS SUPPLEMENT TO ARTICLE V OF THE

1971 Agreement between Allegheny Ludlum and the United Steelworkers of America restates the prior memorandums between the parties on the subject of arbitration and reinstates the same, and is in lieu of the Experimental Arbitration Procedure (Appendices J and O) and Supplemental understandings in connection therewith in the 1971 Settlement Agreement, as follows:

1. As expeditiously as possible after the execution of this Supplement, a panel of at least three arbitrators for each plant will be agreed on by the Company's **Director, Labor Relations** and Union's District Director for the plant involved.

The designation of an arbitrator to any one or more of these panels shall not be dependent upon his prior consent to serve thereon.

The name of any arbitrator on a panel may be withdrawn by either party upon notice to the other party, whereupon a new arbitrator is to be agreed on for that panel.

The Co-Chairmen shall be kept advised of the names of the arbitrators on the panels and shall be kept informed generally of the number and types of cases presented to the arbitrators and of their disposition.

2. Expedited arbitration cases shall be assigned to the arbitrators on the applicable panel in rotation in the order in which they are appealed to Step 2, but the parties' Step 2 representatives may agree to an advance assignment of any particular case out of regular order. If an arbitrator cannot serve at the time of any such assignment, then the case (or cases) otherwise to be assigned to him shall be assigned to the next arbitrator on the rotating panel.

3. As soon as a case is assigned to a particular arbitrator, the parties will jointly sign and forward to the arbitrator a Record Stipulation of the case, in customary form as heretofore used, containing copies of the grievance, the answers at the various levels of the grievance procedure, the minutes of each grievance meeting, and of all correspondence and documents exchanged between the parties pertaining to the substantive (as distinguished from the procedural) aspects of the case. In incentive cases, the Record Stipulation should also include a copy and brief description of the incentive application involved and such other pertinent information as (i) date installed, (ii) description of operation and crew covered, (iii) type of incentive, (iv) period of calculation, (v) earnings data in representative periods, and (vi) a precise statement by both the Company and the Union of their respective versions of the issue involved in connection with such incentive application.
4. The arbitrators are to render a "reasoned" decision in writing on each case and, in the absence of special circumstances, will be expected to give such decision as promptly as possible after the hearing is closed in the case. In addition, each arbitrator will observe the information requirements generally applicable to steel industry arbitrations.
5. The parties will continue to observe the existing arrangement that a case which either considers to be precedent-setting of a major nature may be submitted to the Co-Chairmen for their review and possible disposition before arbitration.
- 6 (A). In the interest of putting greater emphasis on expedited arbitration the parties agree that by mutual agreement cases appealed to arbitration which contain issues which are nonprecedent setting and which have limited contractual significance will be assigned to expedited arbitration. The parties agree not to unreasonably withhold such requests for expedited arbitration. The arbitrator shall:
 1. Consider the Record Stipulation forwarded to him as set forth above.

2. Limit the oral presentation at the hearing to a maximum of 30 minutes for each party.
 3. The parties agree the advocates for this oral presentation shall be the Second Step Representatives or their designees, provided that the designees shall not be the parties' Third Step Representatives or above.
 4. Permit no post-hearing briefs except as specifically requested by the arbitrator.
 5. In the event the arbitrator believes that a grievance before him requires further consideration by the parties or is more appropriate for consideration under the regular arbitration procedure, he shall refer the case to the Step 4 representatives for further processing. This should only be done where, at the hearing, it appears to the arbitrator or to the parties that much broader ramifications have arisen than the parties originally foresaw.
 6. Render a "no precedent" decision within 15 days after the hearing in the form of Attachment A hereto.
 7. Establish such other procedural rules as he deems necessary in order that decisions will be rendered on a fair and equitable basis and in keeping with the parties' mutual desire to expedite such decisions.
- 6 (B). It is recognized that it is in the best interest of Management and employees to resolve grievances concerning discipline as promptly as practicable. Toward that end we agree to the following:
1. Where grievances concerning written reprimands or suspensions of four days or less are to be arbitrated, they shall be arbitrated in the Expedited Arbitration Procedure unless appropriate represen-

tatives of the parties agree that such a grievance should be arbitrated in the regular arbitration procedure; provided, however, that where grievances concerning any discipline involving concerted activity, or multiple grievances arising from the same event are to be arbitrated, they shall be arbitrated in the regular grievance procedure.

2. Where grievances concerning suspensions of more than four days or discharge are to be arbitrated, they shall be arbitrated in the regular arbitration procedure; provided, however, that such grievances will be docketed, heard, and decided within 60 days of appeal unless the arbitrator determines that circumstances require otherwise.
 3. Notwithstanding the foregoing, appropriate representatives of the parties may agree that grievances concerning suspensions of five days or more or discharge may be arbitrated in this Expedited Arbitration Procedure.
 4. To assure proper implementation of this understanding, the representatives of the Company and the International Union shall make whatever arrangements are necessary toward this end and shall be empowered to make alternative arrangements as to any location where it is concluded that Expedited Arbitration is not available.
7. If at any time during the term of the Basic Agreement the parties' appropriate Corporate level and International Union representatives for any plant agree that the grievance procedure at the plant is functioning in such manner as to be unsatisfactory in giving prompt attention to grievances and so advise the Co-Chairmen, such Co-Chairmen shall establish a special committee consisting of an agreed-upon number of persons appointed by each party. This special committee shall be authorized only to review the functioning of the grievance

procedure at the plant involved, to make such recommendations as it deems proper for the purpose of improving the functioning of the grievance procedure at that plant, but it shall not deal with specific grievances. If the Co-Chairmen desire, the report and recommendations of such special committee may be included as an agenda item at the next semi-annual meeting.

THIS SUPPLEMENT dated July 1, 2001

UNITED STEELWORKERS OF AMERICA

By Louis J. Thomas

ALLEGHENY LUDLUM

By J. L. McAfoose

**(ARBITRATOR INSERTS APPROPRIATE
CASE CAPTION)**

RULING

The hearing in the case identified in the caption was held on , 200.... in accordance with the procedures agreed to by the parties and pursuant to which I agreed to serve as Arbitrator. Based on the Grievance Record stipulated to me by the parties in this case and after consideration of their respective arguments at the aforementioned hearing, I rule that this Grievance is—

Granted.....

Denied.....

for the reasons set forth on the other side of this page.

This ruling applies only to the captioned case and is not to be considered a precedent in any other case (at any level of the grievance procedure) between the parties.

Date:..... , 200....

.....
Arbitrator

Attachment A

APPENDIX E
MEMORANDUM OF UNDERSTANDING
ON INCENTIVES

1. Memorandum of Understanding Concerning Incentive Arbitration Award.

The Memorandum of Understanding Concerning the Incentive Arbitration Award, dated August 18, 1969, shall be continued in effect for the duration of the **July 1, 2001**, Basic Labor Agreement.

APPENDIX F

LABOR—MANAGEMENT PARTICIPATION TEAMS EXPERIMENTAL AGREEMENT

The strength and effectiveness of an industrial enterprise in a democratic society requires a cooperative effort between labor and management at several levels of interaction. The parties hereto recognize that if steelworkers are to continue among the best compensated employees in the industrial world and if steel companies are to meet international competition, the parties must pursue their joint objectives with renewed dedication, initiative and cooperation.

Collective bargaining has proven to be a successful instrument in achieving common goals and objectives in the employment relationship between steel labor and steel management. However, there are problems of a continuing nature at the level of the work site which significantly impact that relationship. Solutions to these problems are vital if the quality of work for employees is to be enhanced and if the proficiency of the business enterprise is to be improved.

The parties recognize that a cooperative approach between employees and supervision at the work site in a department or similar unit is essential to the solution of problems affecting them. Many problems at this level are not readily subject to resolution under existing contractual programs and practices, but affect the ongoing relationships between labor and management at that level. Joint participation in solving these problems at the departmental level is an essential ingredient in any effort to improve the effectiveness of the Company's performance and to provide employees with a measure of involvement adding dignity and worth to their work life.

In pursuit of these objectives, the parties believe that local union and plant management at a plant can best implement this cooperative approach through the establishment of Participation Teams of employees and supervision in departments or similar units at the plant. Accordingly, it is agreed that the following experimental program will be undertaken with respect to Participation Teams.

- A. The Company and the International Union will select a plant, or plants, on a pilot basis to be covered by this Experimental Agreement and will determine the date, or dates, during the term of this Basic Labor Agreement on which the program shall commence. These determinations shall be made in consultation with local plant management and the local union and subject to their concurrence.
- B. A Participation Committee will be established at the plant level to coordinate the activities of the Participation Teams at department or unit level. A Participation Team will be made up of a management co-chairman, an employees' co-chairman, and employee and supervision members of the department or unit. Employee members and supervision members need not be equal in number, and may be rotated periodically to permit broader employee involvement. The employees of the department or unit will select their Participation Team co-chairman and members.
- C. Each employee member of a Participation Committee or a Participation Team shall be compensated for time spent away from work in Committee or Team activities at his average straight-time hourly rate of earnings as calculated under Article XVI, Section 2.
- D. Participation Team meetings shall be called by the co-chairmen during normal working hours as often as the employee and supervision members agree. A Participation Team shall be free to discuss, consider and decide upon proposed means to improve department or unit performance, employee morale and dignity, and conditions of the work site. Appropriate subjects, among others, which a Team might consider include: use of production facilities; quality of products and quality of the work environment; safety and environmental health; scheduling and reporting arrangements; absenteeism and overtime; incentive coverage and yield; job alignments; contracting out; and energy conservation and transportation pools. The Participation Committee and the Participation Teams shall have no jurisdiction over the initiation of, or the processing of com-

plaints or grievances. The Participation Committee and the Participation Teams shall have no authority to add to, detract from, or change the terms of the Basic Labor Agreement.

- E. A Participation Team shall be free to consider a full range of responses to implemented performance improvement, including, but not limited to, such items as bonus payments or changes in incentive performance pay. A Participation Team may also consider one-time start-up bonuses for employees on new facilities who reach target levels in specified periods.
- F. To facilitate the establishment of these Participation Committees and Participation Teams, and to assist them, a Participation Team Review Commission will be established comprised of a headquarters representative of the International Union and a headquarters representative of the Company.

APPENDIX G

MEMORANDUM OF UNDERSTANDING ON JUSTICE AND DIGNITY ON THE JOB

The following understandings have been reached for an Experimental Procedure for Justice and Dignity on the Job applicable to discharge and suspension cases only.

During the term of the April 1, 1990 Labor Agreement, effective September 15, 1990, the Experimental Procedure set forth below shall be applicable to all plants in which Labor-Management Participation Teams, are presently in effect or are put into effect during the term of the April 1, 1990 Labor Agreement, subject to agreement of the Local Unions at such plants. Not later than September 15, 1992, and thereafter during the term of the April 1, 1990 Labor Agreement, the Experimental Procedure set forth below shall be applicable to at least one-third of the Allegheny Ludlum plants; provided, however, that any plant which elects not to adopt the Experimental Procedure set forth below shall be counted toward the one-third requirement as if the Experimental Procedure had been agreed to by the Local Union. For any plant to which this Experimental Procedure is applied, the Labor Agreement as applied to such plant shall be deemed to be modified insofar as is necessary by this Experimental Procedure. At those plants where an LMPT program is first introduced during the term of this Agreement, either party may elect to delay the introduction of the Experimental Procedure for Justice and Dignity for a reasonable period not to exceed six months.

This Experimental Procedure will not be applicable to, and shall not modify or amend the terms of, the Labor Agreement as applied to any other plants of the Company. Any suspension or suspension which was converted to discharge prior to September 15, 1990 at a plant designated as an experimental plant shall be processed under the terms of the Labor Agreement exclusive of this Experimental Procedure.

1. During the period this Experimental Procedure is in effect at a designated plant, Management, after converting a disciplinary suspension to discharge, or imposing a suspension, shall not

remove the affected employee from active work on the job to which his seniority entitles him upon such conversion or imposition prior to a final determination of the merits of the discharge or suspension in accordance with the applicable provisions of the Labor Agreement should the employee elect to file a complaint or grievance protesting Management's decision. For purposes of the operation of the option not to be removed from the job pursuant to this Experimental Procedure, a complaint or grievance protesting a discharge or suspension must be filed within five (5) calendar days after notice of the conversion to discharge or imposition of the suspension, as the case may be. In the event no complaint or grievance is filed within such time limit, the Company will not suspend or remove the affected employee from active work on the job to which his seniority entitles him prior to the day following the expiration of the time limit set forth in this paragraph. For any purpose other than operation of the option set forth above, the time limits for filing a complaint or grievance protesting a discharge or suspension shall continue to be those set forth in the Labor Agreement.

2. The parties recognize that it is essential that a proper balance be maintained between the right of an employee to be retained under this Experimental Procedure and the right of Management to manage the plant. Accordingly, to insure that balance, this Experimental Procedure will be inapplicable to discharges or suspensions involving any offenses which endanger the safety of other employees or members of supervision or the plant and its equipment. Such offenses shall include, but are not limited to: theft; use and/or distribution on Company property of drugs, narcotics, and/or alcoholic beverages; possession of firearms on Company property; destruction of Company property; threatening bodily harm to, and/or striking, a member of supervision; fighting; and such insubordination as endangers the safety of other employees or members of supervision or the plant and its equipment. In addition, this Experimental Procedure will be inapplicable to a discharge or suspension involving activity prohibited by the provisions of Article III of this Agreement.

3. When an employee is retained pursuant to Paragraph 1, and the employee's discharge or suspension is finally determined in the grievance procedure or in arbitration to be for just cause, the removal of the employee from the active employment rolls shall be effective for all purposes the day following the date of final resolution of the grievance.
4. Nothing in this Experimental Procedure shall restrict or expand Management's right to relieve an employee for the balance of such employee's shift under the terms of the Labor Agreement.
5. The Company and the Union may, by mutual agreement, extend this Experimental Procedure to other plants during the term of this Agreement.

APPENDIX H

MEMORANDUM OF UNDERSTANDING ON TRADE OR CRAFT JOBS

- I. In a determined effort to resolve the contracting out issue, the parties agree that certain maintenance crafts may be combined or expanded to eliminate restrictive practices and thus promote the return of work to the bargaining unit.

The Company may install the following combined and/or expanded trade or craft jobs listed below at the designated locations:

BRACKENRIDGE

Carpenter/Painter-Sheeter	Job Class 18
Electronic/Instrument Repairman (Systems Repairman)	Job Class 22
Engine Repair/Pipefitter	Job Class 19

LEECHBURG

Carpenter/Painter	Job Class 17
Millwright Expanded (Boilerhouse)	Job Class 18
Ironworker (Central Shops)	Job Class 21

It is also hereby agreed that the position of Electronic/Instrument Repairman at Leechburg and Wallingford will be increased to Job Class 22.

Recommendations for the installation of combined and/or expanded jobs other than those listed above may be mutually referred by the local parties to the Co-Chairmen of the Allegheny Ludlum Negotiating Committee for their agreement.

- II. In implementing the new or revised trade and craft jobs listed above, the following shall apply:
1. For purposes of this memorandum, "incumbent" shall refer to an employee who is an incumbent in an existing craft to be replaced by the new or revised crafts.
 2. An incumbent of the revised craft shall be immediately assigned the agreed to rate of the revised craft.
 3. All incumbents of the existing affected crafts will be required to take additional training to enable them to perform the full scope of the new revised craft jobs unless it is predetermined that limitation such as the inability to climb will preclude the performance of the full scope of the new combined or expanded craft. Such restricted incumbents will be retained in their original craft at their present rate.
 4. The Company will provide adequate expedited training through the Company Training Department. Such training will be predominately on-the-job training and shall, to the greatest extent possible, be performed during regular working hours.
 5. If after training, an incumbent demonstrates the ability to perform the full scope of the new or revised craft, the incumbent will be accorded permanent craft status in the new or revised craft. In the event an incumbent fails the training, the incumbent shall be given additional training in those areas in which he/she was deficient prior to being retrained.
 6. The fact that incumbents do not attain the standard rate of the new or revised craft shall not be considered in determining "relative ability" for purposes of layoff or recall, provided that an employee or employees who have attained the standard rate of the new or revised craft may be retained only to the extent that duties of the new or revised craft are necessary to be performed under reduced operating conditions.

7. The local parties will deal with such problems as overtime distribution, job assignments, scheduling, and seniority units not contemplated or resolved during the 1986/1987 basic negotiations.
- III. The Company guarantees that this agreement will not in itself result in the layoff of any incumbent of the affected crafts.
 - IV. When all employees presently laid off or retrogressed out of their craft seniority unit have been recalled to their seniority unit, any individual who had retrogressed or been laid off from apprenticeship training in those crafts affected by this memorandum will be recalled for purposes of completing training and attaining craft status.
 - V. Any disputes arising out of the implementation of this agreement that cannot be resolved at the local level within a reasonable period of time may be referred by either party for resolution to the Co-Chairman of the Allegheny Ludlum Negotiating Committee.

APPENDIX H
Addendum

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

Re: Addendum to Appendix H - 1987 Agreement

This letter shall confirm the parties' understanding that during the term of the **2001** Agreement, we shall retain the intent of the above-referenced Memorandum of Understanding on Trade and Craft Jobs.

Specifically, it allows the local parties to mutually recommend the installation of additional Trade and Craft Jobs to the Co-Chairmen of the Allegheny Ludlum Negotiating Committee for their agreement.

Section II of that Appendix provides that during the implementation of the new or revised jobs, the local parties will deal with such problems as overtime distribution, job assignments, scheduling, and seniority units not contemplated or resolved during the 1986/1987 basic negotiations. We hereby agree that effort should be continued during the term of the **2001** Contract.

Section IV of that Appendix H provided the present (March, 1987) incumbents in the individual crafts would retain their vacation preferences within those crafts.

This provision will be modified for the term of the **2001** Agreement as follows:

The combined crafts will be scheduled for vacation as one unit. The vacation **allotments will first be calculated by individual craft, then summed, then rounded up as necessary.**

Sincerely yours,

/s/J. L. McAfoose

Vice President, **Human Resources**

APPENDIX I

FAMILY AND MEDICAL LEAVE ACT APPENDIX

The Company and the Union affirm their compliance with and implementation of the Family and Medical Leave Act of 1993 (FMLA) and further agree to the following particulars regarding employee eligibility and entitlement. **Nothing in this Appendix shall be construed to provide lesser benefits than required under Federal law.**

1. GENERAL

- A. The FMLA provides for up to 12 weeks of unpaid leave each year for eligible employees to take care of a serious health condition of certain family members or of employees themselves, and for the birth, adoption or foster placement of a child. The law also requires the continuation of certain benefits under certain notice requirements in order to obtain the leave.
- B. A copy of a summary of the law and employee rights thereunder is available at the Employee Relations Office, and will be issued upon request and at the time any FMLA leave is requested. The required posting under the FMLA will be maintained by the Company.
- C. FMLA under this Appendix shall be available to any employee who has one year or more of continuous service as calculated pursuant to Article 11 of this Agreement.
- D. This Appendix shall become effective on July 17, 1994, for all leaves taken after February 5, 1994.

2. ELIGIBILITY AND ENTITLEMENT

- A. There shall be no hours-worked requirement for the twelve (12) months preceding the start of the leave.
- B. The twelve (12) weeks unpaid leave entitlement under the FMLA shall be measured on a calendar year basis.

3. INTERMITTENT OR REDUCED LEAVE SCHEDULING

- A. An employee seeking leave in other than continuous weeks must certify to Management why such schedule is necessary, and must schedule the time off in the manner least disruptive to the Plant's operating needs.
- B. Where leave is sought other than in full-day increments, the employee may agree to assignment by Management to any available position consistent with the collective bargaining agreement and paid at the regular rate for that position, for the portion of the shift actually worked.
- C. Where leave is sought in increments of less than a full work week if Management, consistent with the collective bargaining agreement, is able to accommodate the need for time off by adjusting the employee's work schedule (including, but not limited to altering the shift assignment or the scheduled work days), and the employee agrees to such scheduling, no leave need be provided.
- D. Where leave is requested other than continuous weeks, and the employee agrees, the employee may be assigned to an open comparable position, consistent with the employee's own seniority, for the period of time during which intermittent leave may be required.

4. NOTICE

- A. In the case of unforeseeable leave sought for care of the serious health condition of the employee or a family member, the Department Head and Employee Relations Office shall be notified as soon as possible (within forty-eight hours) of learning of the need for leave, and explain the need, expected duration, and schedule of the leave.
 - 1. In the case of such leave, following the initial notice provided above, a written notice shall be provided as soon as possible, but in no event more than fifteen (15) calendar days from the time the need for the leave arises. This notice shall be accompanied by a certification signed by the attending physician or other health care provider, and shall include:

- (a) the date on which the condition commenced;
 - (b) the probable duration of the condition;
 - (c) appropriate medical information regarding diagnosis, regimen of treatment and need for hospitalization, sufficient to enable the Company to reasonably review the request; and
 - (d) medical information for employee's serious health condition that he is unable to perform work, or for family member, why it is necessary for the employee to provide care to the family member, and an estimate of the amount of the employee's time which is necessary for that care.
2. Where the leave is to be taken in other than a single continuous period of time, the notice shall also include:
- (a) the dates on which the medical treatment is expected to be given;
 - (b) the duration of such treatment;
 - (c) the medical necessity for leave to be granted on an intermittent basis;
 - (d) the expected duration of the need for an intermittent schedule.
3. Certification forms can be obtained from the Employee Relations Office.

5. PAY DURING FMLA LEAVE

- A. Employees seeking FMLA leave under this Appendix may utilize paid vacation during the FMLA leave time. Management reserves the right to approve such a request where it involves a change in the vacation schedule.

- B. Except for the substitution of paid vacation and the utilization of Sickness and Accident, Sick Leave (O&T employees only), or Workers' Compensation benefits, all time off provided shall be unpaid. Time off without pay granted pursuant to the FMLA shall be considered as time not worked through choice of the employee, and may not be utilized in connection with a claim by the employee under any provision of this Agreement for any wages, benefit, or entitlement, eligibility for which is related to hours worked, unless the employee otherwise meets the eligibility requirements for such wage, benefit or entitlement. This exclusion includes, but is not limited to, such matters as reporting pay, overtime, profit-sharing, rate retention, guaranteed hours, holiday pay, service bonus, earnings protection or short week benefit.

6. TERMINATION OF LEAVE

- A. The anticipated duration of the leave sought shall be established at the time the leave is granted. Upon termination of a leave, the employee shall be reinstated to the same or an equivalent position as that held at the time the leave commenced, consistent with his seniority, unless there was an intervening event including but not limited to a reorganization or force reduction. In the latter event, the employee shall be reinstated to the same position or status which would have been held after the intervening event if leave had not been taken.
- B. An employee who wishes to return from leave prior to the scheduled return date must give the Department Head and Employee Relations Office twelve (12) days notice of his desire to return, unless the Employee Relations Office agrees to a shorter period in a particular case.
- C. An employee on a leave under this Appendix is not eligible for Supplemental Unemployment Benefits in the event of a layoff, until following the termination of the leave, but upon reinstatement to work, shall be credited for SUB purposes for the time on leave.

7. CONTINUOUS SERVICE

Leave of absence under this program shall not constitute a break in the employee's length of continuous service, and the period of such leave shall be included in his length of continuous service under the Labor and Benefit Agreements.

8. BENEFIT CONTINUATION

A. All employees will continue in benefit coverage during such leave, provided the employee is otherwise eligible for such coverage under provisions of the FMLA, and the employee continues making any normally-required premium or other payments in a manner acceptable to the Company. In the event the employee fails to make such payments, all benefit coverage shall not be terminated, and the Company shall advance any necessary payments which the employee shall be obligated to repay upon returning to work.

B. In the event an employee fails to return to work or quits after the employee's FMLA leave period has been concluded, the Company will waive its right to seek to recover health insurance premiums for health insurance coverage provided by the Company during such leave, notwithstanding the provision of the FMLA which permits recovery of health insurance premiums under specified circumstances.

9. GOOD FAITH EFFORTS

In the event problems develop in implementing this Appendix, whether as a result of changes in the law or regulations or otherwise, the parties agree to use their best efforts to resolve them in a manner designed to assure minimal disruption to the operation, minimize absenteeism, and provide an employee the time necessary to meet family and personal emergencies and obligations.

APPENDIX J

MEMORANDUM OF UNDERSTANDING CONCERNING STEEL INDUSTRY CONSENT DECREE I MATTERS

1. **HISTORY** - The Company and the Union have long been committed to equal employment opportunities for all persons. In an effort to assure the availability of such opportunities to minorities and females, in 1974 they joined with seven other steel companies and the United States Government, through the Departments of Justice and Labor and the Equal Employment Opportunity Commission, in what came to be known as the Steel Industry Consent Decree (U.S. v. Allegheny Ludlum, et al.) which was filed in the United States District Court for the Northern District of Alabama on April 14, 1974 (the "Decree"). The purposes of the Decree were to protect the rights and interests of employees of the Company and all members of the Union and to achieve prompt and full utilization of minorities, females and longer service employees by increasing the promotional and transfer opportunities of such employees who were working in occupations for which the Union was the collective bargaining agent. The Decree established various practices and procedures to assist in meeting these objectives. Among them were a revised seniority system, expanded bidding and transfer rights and an Audit and Review Committee which was charged with overseeing implementation of the Decree and resolving disputes arising under it. In approving the Decree and a companion decree applicable to the Company, the Court made the following finding, incorporated in the Decree:

"It appears to the Court that entry of this Decree and Consent Decree II entered this date will further the objectives of Title VII and Executive Order 11246, as amended, and this Decree and Consent Decree II are being entered with the intent and purpose to protect the rights and interests of employees of and future applicants for employment with the Companies and of all members of the Union with respect to the matters within the scope of these Decrees."

Certain portions of the Decree are no longer applicable simply by reason of the passage of time. Other portions have been specifi-

cally adopted in the Basic Labor Agreement. In this Appendix, the Company and the Union have agreed to preserve and continue certain fundamental provisions of the Decree which have not lapsed through passage of time and are not otherwise contained in the Basic Labor Agreement, and make such changes as are necessary to reflect the fact that, as of November 1, 1989, the Government agencies which were parties to the Decree will not be parties to this appendix and the undertakings contained herein are no longer in the form of a court order.

2. **GENERAL COMMITMENT AND PURPOSE** - The Company, the Union, and each of them, and their officers, employees and local unions, shall not discriminate in any aspect of employment on the basis of race, color, sex or national origin and are committed to fully implement and participate and cooperate in the implementation of the provisions set forth below. The purpose of this Appendix continues to be the achievement of prompt and full utilization of minorities, females and longer service employees by increasing the promotional and transfer opportunities of such employees covered by the Basic Labor Agreement.
3. **DEFINITIONS** - For purposes of this Appendix, the term "Trade and Craft," refers to those occupations which are so classified under the Agreement and are listed in the August 1, 1971 Job Description and Classification Manual. For purposes of paragraph 11 (b), the term "Minority" shall be defined the same as it was defined in Section 2 of the Decree.
4. **SCOPE** - This Appendix shall apply to all plants and facilities covered by this Agreement.
5. **TRANSFERS** - Where an employee transfers from one seniority unit to another, his plant service shall be used for all purposes provided for by Article XI, Section 1 except he shall not be entitled to have any then existing shift or other schedule in such unit changed unless it embraces more than a four week period following his entry into the unit.
6. **TRAINING OF TRANSFERRED EMPLOYEES** - Transferred employees will be afforded appropriate training opportunities (includ-

ing opportunities to fill temporary vacancies pursuant to the applicable provisions of the Basic Labor Agreement) in order to encourage transfer hereunder and normal progression of employees in their seniority units.

7. **RATE RETENTION** - (a) An employee whose plant continuous service date precedes January 1, 1968, shall be entitled to receive a form of rate retention on the occasion of one transfer. The employee may elect the particular transfer for which his right to rate retention shall apply, provided such election is made at the time of the transfer. If any employee accepts transfer with rate retention under this paragraph 7, his rights in the unit from which he transfers will be cancelled 45 calendar days after such transfer provided, however, that if during such 45 calendar day period such employee voluntarily returns to the unit from which he transferred, or is returned by Management, and if such return is after his first exercise of his right to rate retention under this paragraph 7, he will be given one additional transfer with rate retention rights under the provisions of this paragraph 7.
- (b) An employee who exercises an opportunity under this paragraph 7 to transfer with rate retention will be provided with a personal transfer rate to be paid starting 45 calendar days after his transfer, retroactive to his date of transfer, provided he does not voluntarily or at the direction of Management return to the unit from which he transferred within such period. Except as provided in paragraph 7 (c) below, his personal transfer rate shall be the standard hourly wage rate in the 13 consecutive weekly pay periods or 7 consecutive biweekly pay periods (whichever is applicable) immediately prior to his date of transfer. The incentive calculation rate corresponding to the standard hourly wage rate which constitutes his "personal transfer rate" will be applicable when he works on an incentive job in his new seniority unit or department. In no event, however, shall an employee's personal transfer rate exceed the lower of (1) the standard hourly wage rate in effect for Job Class 11 on the date of his transfer; or (2) the standard hourly wage rate of the highest job in the line of progression to which he is transferring. For the hours in each pay period that are compensated after such transfer (except vacation and SUB

payments), an employee shall be paid the higher of:

- (1) his average hourly earnings using his personal transfer rate as applied to his new job(s); or,
 - (2) his average hourly earnings at the established rate of pay for his new job(s) in that pay period.
- (c) If a female or minority employee transfers under the provisions of this paragraph 7 from an incentive job to a nonincentive job which is in a line of progression where the majority of jobs are incentive-rated, for so long as that employee is working on a nonincentive job in the new unit, the employee's personal transfer rate shall be the employee's average hourly earnings (exclusive of shift, overtime, Sunday and holiday premium, but including incentive earnings) as calculated for the reference period set forth above.
- (d) An employee's personal transfer rate shall be adjusted only for general wage increases and it shall not be adjusted for any increases in Job Class increments.
- (e) An employee's personal transfer rate shall be terminated for all purposes on the occurrence of any one of the following:
- (1) His average hourly earnings in his new line of progression over 26 consecutive weekly pay periods or 13 consecutive bi-weekly pay periods (whichever is applicable) exceed his average earnings as calculated by use of his personal transfer rate.
 - (2) 104 weeks elapse after the date of his first effective transfer with rate retention.
 - (3) He refuses to promote or fails to take an opportunity for a permanent promotion to a higher job in his line of progression or seniority unit unless he has worked less than 30 days since entry into such line or unit or since his last preceding permanent promotion in such line or unit.

- (4) He twice fails to qualify for permanent promotion to the same next higher job in his new line of progression provided that two or more such failures to qualify within a 30 working day period shall count as only one failure.
- (5) He subsequently transfers voluntarily to another line of progression, except where (a) a female or minority employee after having transferred from one department to another department subsequently makes one additional transfer within the new department, or (b) a female or minority employee after having transferred pursuant to this Appendix into a line of promotion or seniority unit has his/her promotional opportunities in that line or unit adversely affected as a result of a restructuring or other change in that line or unit and thereafter subsequently makes one additional transfer to or within any department other than that from which he originally transferred. Female or minority employees will be entitled to make one additional transfer as provided in either (a) or (b) of this subparagraph (5) but not both. Nothing in this subparagraph (5) shall operate to extend or interrupt the time period set forth in paragraph (e) (2) above.

8. AFFIRMATIVE ACTION FOR TRADE AND CRAFT OCCUPATIONS-

- (a) The goals and timetables for qualified minority representation and/or qualified female representation in Trade and Craft jobs and the utilization analysis in connection therewith shall continue to be determined in accordance with the provisions and procedures of Section 10 of the Decree as though that Decree had continued in effect.
- (b) **IMPLEMENTING RATIO:** An implementing ratio of 50% (except as the Audit and Review Committee determines that unusual circumstances compel a different ratio) shall be applied in the aggregate for all groups for whom timetables are established, for each Trade and Craft grouping at each plant, to the extent that qualified applicants from such groups are

available within the plant, until the goals therefor have been achieved. In applying the implementing ratio, all permanent vacancies within a craft job and its apprenticeship, as well as within all other occupations which in fact lead to that craft job, shall be considered as a single consolidated group with regard to the initial entry of employees into such jobs and occupations.

- (c) **SENIORITY FACTORS:** Permanent vacancies in apprenticeships and in entry level jobs in lines of promotions containing occupations which in fact lead to craft jobs shall be filled in accordance with the provisions of Section 10 (e) of Consent Decree I.

In order to meet the implementing ratio, seniority factors shall be applied separately to each group for whom timetables are established and to all other employees. At any plant or facility where there are no qualified applicants or bidders for a vacancy, the Company may obtain new hires to fill such vacancy, provided all good faith efforts shall be made in doing so to comply with the established implementing ratio.

- (d) **REVIEW:** The goals and timetables established pursuant to this Section shall be reviewed periodically, but at least annually, by the Company for such adjustments as may be appropriate or necessary. Any changes made shall be submitted to the Union for review. If the Company and the Union are unable to resolve any disputes as to the appropriateness of any such changes, the disputed items shall be submitted to the ARC.
- (e) The Company and the Union shall both actively participate in defending in any legal proceeding challenging the methodology for the establishment of goals and timetables set forth in paragraph 8 (a) and the Implementing Ratios contained in paragraph 8 (b). It is agreed that if an Administrative Law Judge, upon a complaint brought by the OFCC, determines that any or all of them are not in compliance with applicable law, the Company may take the action necessary to comply with that determination.

- (f) **COMPLIANCE:** The Company's compliance status shall not be judged solely by whether or not it reached its goals and met its timetables and implementing ratio. Rather, in accordance with Revised Order No. 4, the Company's compliance posture at each of its plants and facilities shall be determined by reviewing the extent of the Company's good faith efforts made toward compliance and thus toward the realization of the goals within the timetables established.
- (g) **PRE-APPRENTICESHIP TRAINING:** The Company and Union shall make application to the United States Department of Labor for such funds as might be available for the establishment of pre-apprenticeship training programs where agreed.
9. **EMPLOYEE SELECTION CRITERIA** - (a) The Company shall not use employee selection procedures for promotion, Trade and Craft Selection and other matters covered by Article XI of the Basic Labor Agreement unless those procedures meet the standards set forth in Section 11, Employee Selection Criteria, of Consent Decree I.
- (b) The Company shall make available to a designated representative of the International Union the following information, upon request:
1. Where the selection procedure involves a written test, a copy of the test. Where a selection procedure involves other than a written test (e.g., an oral test, a work demonstration, or an education attainment level, etc.), a written description of that procedure;
 2. The occupations for which the selection procedure is applicable, and the purpose for which it is used;
 3. The date of the initial use of the selection procedure and, if discontinued, the date it was discontinued;
 4. The scores, pass/fail rate, or other measurements obtained from use of the selection procedure set forth separately for males and females in each minority group

and for non-minority males and females as determined from existing records for a period not to exceed three years prior to the date of this Agreement, or for the last 100 employees or applicants in each group; and

5. All studies or other data demonstrating validation and/or job relatedness, or lack thereof. If no studies or other data exists, such fact shall be indicated as well as a timetable for obtaining such studies or data.

6. All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the purpose of monitoring compliance with this Appendix.

(c) The Company shall maintain for at least three years, data pertaining to any test or other selection procedure, including the identity, sex, race or national origin and score or other measurement obtained for each person subject to the test or procedure.

(d) Disputes between the Company and the Union concerning the validity of any selection method, if not resolved to the satisfaction of all members of the Audit and Review Committee, may be processed in accordance with the provisions of Article V of the Basic Labor Agreement, provided, however, any arbitration decision resulting therefrom shall not be subject to Audit and Review Committee.

10. **AUDIT AND REVIEW COMMITTEE** - In place of the Audit and Review Committee provided for in Section 13 of the Decree, the parties shall establish a Company Audit and Review Committee (the "ARC"), consisting of two representatives designated by the Company, two representatives designated by the Union, and one neutral representative agreed to by the parties who shall be a person familiar both with the Steel Industry and the operation of the Decree. The members of ARC shall assume their position on such date as the parties agree.

Except to the extent other matters may be specifically referred to it by agreement of the Company and the International Union, the functions of the ARC shall be limited to the determination of complaints alleging a violation of this Appendix. Where appropriate, however, the ARC may refer complaints to the parties for processing pursuant to the provisions of Article V of the Basic Labor Agreement. The decisions and determinations of the ARC shall be in writing and shall be final and binding upon the parties and all employees concerned.

The ARC shall meet and shall adopt such rules and procedures as it deems appropriate. The fees and expenses of the neutral member or the administrative costs of the ARC shall be shared equally by the Union and the Company.

11. **PRESERVATION OF DIRECTIVES AND AMENDMENTS** - Directives Numbers 5, 6, 7, 8, 11, and 12 issued by the Audit and Review Committee under the Decree and Amendment No. 7, (except for Section 1.1) to the Decree are continued in full force and effect.
12. **PRESERVATION OF AGREEMENTS** - Unless changed by mutual agreement of the Company and the Union or found invalid by the ARC, existing agreements concerning seniority, lines of progression and manning between the parties at the plant or facility level which have been reviewed by the Audit and Review Committee under the Consent Decree shall remain in effect.
13. **PRESERVATION OF DIRECTIVES AND AMENDMENTS** - Directives Numbers 5 (excluding paragraphs 2, 3, 5), 6, 7, 8, 11 and 12 issued by the Audit and Review Committee under the Decree and Amendment No. 7, (except for Section 1.1) to the Decree are continued in full force and effect.

APPENDIX K

CIVIL RIGHTS

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, handicap, disabled veterans and veterans of the Viet Nam Era, sex or age. The representatives of the Union and the Company in all steps of the complaint and grievance procedure and in all dealings between the parties shall comply with this provision. It is also the continuing policy of the Company and the Union that all employees shall be provided a workplace free of sexual harassment. Sexual harassment shall be considered discrimination under this provision. There shall be no retaliation against an employee who complains of such discrimination, or who is a witness to such discrimination.

A joint Committee on Civil Rights shall be established at each plant. The Union representation on the Committee shall be no more than three members of the Union, in addition to the Local Union President and Chairman of the Grievance Committee. The Union members shall be certified in writing to the Industrial Relations Department head by the Union and the Company members shall be certified in writing to the Local Union President.

The joint Committee shall review and investigate complaints involving Civil Rights and attempt to resolve same.

In the event that an Employee Civil Rights complaint involving a claim of discrimination reviewed by the joint Committee is not resolved by the joint Committee, it may be processed as a grievance. Such a grievance may be filed by the Chairman of the Grievance Committee in the third step of the grievance procedure as provided. It is not intended by the parties that this Committee shall displace the normal operation of the grievance procedure. The joint Committee shall have no jurisdiction over the initiation, filing, or processing of grievances. If a Civil Rights complaint is referred to the joint Committee, the time limit for filing a grievance in the third step will commence the day following the date of the initial joint Committee meeting in which the Civil Rights complaint

was discussed, unless the Company and Union members of the joint Committee mutually agree to an extension; provided, however, the Civil Rights complaint was recorded with the joint Committee within 30 calendar days after the date on which the facts or events upon which the Civil Rights complaint is based shall have become known to the employee or employees affected thereby.

APPENDIX L

SUBSTANCE ABUSE POLICY

A. INTENT

1. The intent of this policy is to assist in maintaining a work environment for employees, free from alcohol and drug abuse, at all Allegheny Ludlum operations.

Therefore all employees are:

- Required to report for work free from the influence of alcohol or other drugs; and,
- Not permitted to use, possess, manufacture, sell or otherwise distribute alcohol or drugs on Company premises.

2. While it is recognized that alcohol and drug dependency may contribute to impaired work performance and cost to the Company and employees in many ways, it is also recognized that such dependency is both an illness and treatable condition.

Therefore, this policy is further intended to encourage the identification of affected employees for appropriate treatment on a strictly confidential basis.

Employees needing help shall be made aware of and encouraged to participate in an established Employee Assistance Program (EAP). Such program shall receive full commitment and sincere support from management at each operation. There shall be no retribution nor special privileges as a result of employee EAP participation.

B. PROGRAM PURPOSE

1. It is recognized that the Company's greatest asset is its workforce. It's future prospects depend on its people. It is obvious that continuous improvement can only be

achieved through the efforts of each and every employee. In a very practical sense, we are all partners in the business.

It is also recognized that each employee has a personal potential and capacity to contribute, through his or her job performance, to the overall performance of the Company. However, as in any community, outside factors may adversely affect an individual's ability to make a full contribution.

Therefore, the purpose of this program is to establish an environment in which employees can freely seek assistance and support to minimize those outside factors that diminish their ability to contribute to the Company through acceptable job performance.

2. It is further recognized that people, who are alcoholic or drug dependent, struggling with marital difficulties, suffering from anxiety or depression, or having financial difficulties, cannot be efficient workers. Often the pattern of job performance deterioration may be evident, but little action is taken because there is concern that the affected employee will be terminated, not helped.

In belief that all employees are valued, sincere efforts shall be made to retain substance affected employees, whenever reasonably possible. It is also believed that this investment in employee assistance will significantly improve the job performance and well being of all employees.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

In conjunction with the Alcohol and Drug Testing Program, the Company and Union will establish an Employee Assistance Program (EAP) for employees and their eligible dependents. The EAP will be under the direction of a current EAP Program at the Plant or a mutually agreed provider if none is already in existence. The EAP program shall, as a minimum, include:

- 1. A joint educational and training component for employees which addresses controlled substances;**
- 2. An education and training component for supervisory personnel and Union EAP coordinators, which addresses controlled substances and paid for by the Company. The payment of the Union EAP expenses will be handled by agreement to increase the Co-Op Fund to the \$.05 level with the understanding that \$.01 of the Fund can be used for EAP expenses.**
- 3. An assessment and referral component, including after-care and continuing care for a wide range of problems including controlled substance and/or alcohol abuse.**

A written statement outlining the EAP is available from the Human Resource/Labor Relations Department at the respective plant.

C. TESTING AND PROCEDURES

In commitment to and in pursuit of the objective to provide all employees with a safe workplace, free from the influence of alcohol and other drugs, the following testing procedures for all employees are established.

As used herein a drug is any of the substances defined by the Department of Transportation Regulations. Certain prescribed drugs may affect job performance. Questions pertaining to prescription drugs shall be referred to an appropriate professional medical resource.

- 1. Alcohol testing will be done by an accredited operator using maintained and calibrated Breathalyzer equipment or other DOT approved method including oral swab screen. Results shall be subject to the equivalent standard under plant location State law for driving a motor vehicle "under the influence of alcohol".**

Should any employee believe that his or her given Breathalyzer test result is in error, he or she may request, without cost, that blood-alcohol test be given.

- 2. The initial test for drugs other than alcohol shall be conducted through the oral swab procedure or other DOT approved method which shows impairment. Confirmatory tests may be by oral swab or urinalysis performed by a certified laboratory listed as approved by the Department of Health and Human Services. Any initial test found positive shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test before being reported back as positive.**
- 3. A split sample of each specimen provided shall be retained to provide a follow-up test to any initial test believed in error or otherwise adulterated. Strict chain-of custody and security shall be maintained in the handling of all specimens. The cost of the separate screening shall be the responsibility of the employee.**
- 4. Testing for alcohol or other drug substances shall be conducted under the following conditions:**
 - a. For scheduled annual Hazmat and fire brigade physical examinations with at least two weeks notice.**
 - b. For scheduled annual mobile equipment and crane physical examinations with at least two weeks notice. This would include Overhead Cranes, Straddle Carrier Operators, Mobile Equipment Operators and Material Handlers (including fork trucks, payloaders, ram trucks, and related equipment) as a significant portion of their job description and employees who engage in the movement of fixed rail equipment. The Company reserves the right to add positions to this above list, after discussions with the local Union and a mutual agreement has been reached.**

- c. **Physical examination following drug or alcohol rehabilitation.**
- d. **Prior positive alcohol or drug test in the plant.**
- e. **Probable cause, based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job. Such belief may be based upon the smell of alcohol, slurred speech, staggering gait, and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Whatever the observation, it shall be made by two persons and documented in writing.**
- f. **Involvement in a serious accident/incident on Company premises where as part of an immediate and routine investigation, there is reason to believe as described under probable cause above that drugs or alcohol may have contributed to the cause of the accident or incident. Where hospital treatment is required for an injury, the test, if applicable, will be performed at the hospital.**

D. REFUSALS

Refusals to submit to testing as required under this policy or the submittal of a doctored/tampered with sample shall result in a five-day suspension in accordance with the Contract and will be considered a positive result for application of this policy. A negative test result must be received before any employee who has refused returns to work.

E. POSITIVE TEST

The following action shall be taken:

- 1. Employee who tests positive under this policy for the first time, will be subject to the following:**

- Issuance of a five-day suspension.
 - Not permitted to return to work until a negative test result is received by the Company and the employee is evaluated by a SAP. At the discretion of the employee, but within a thirty-day time period, the employee will arrange to take the retest.
 - The SAP will determine whether additional testing and/or treatment are necessary.
- A. If no treatment is necessary, the employee and Company will abide by the SAP determination on any further necessary testing. If further testing is required and one of the results is positive, the employee will be handled according to the following guidelines of an employee who tested positive more than once. If no testing is necessary or all necessary tests are negative, the employee will be treated as though they never had a positive test under this policy and any subsequent positive test will be treated as the first positive test for such employee.**
- B. If treatment is required and the employee completes the rehabilitation program and subsequently tests:**
- 1. Positive on their return to work physical examination, it shall be treated as an employee who has tested positive more than once.**
 - 2. Negative shall be returned to work. However, the employee will be subject to random testing for a twenty-four month period upon the employee's return to work.**

Employees who again test positive under A or B above will be subject to the following:

- Issuance of a five-day suspension.

- Not permitted to return to work until a negative test result is received by the Company and the employee is evaluated by a SAP.
- Must sign Last Chance Agreement.
- Subject to periodic random testing for a twenty-four month period upon the employee's return to work.

Employees who then test positive a third time while under continuing testing with this policy, will be subject to the following:

- Termination of employment in accordance with the contract.

Each employee testing positive for the first time shall be made aware of the Employee Assistance Program for appropriate support pursuant to the Company's Employee Assistance Program and must be referred to an SAP.

Should previous discipline be a matter of record, standards of progressive discipline will apply and the resulting discipline will be adjusted accordingly.

An employee who has a clean disciplinary record prior to entering this program will have their clean record considered before additional discipline is administered.

F. DRUG TEST LEVELS AND LABORATORY ANALYSIS PROCEDURES

1. **Initial Test.** The initial test shall be by oral swab or other DOT approved methods that show impairment. The following initial cutoff levels shall be used when screening specimens to determine whether they are negative for the following five drugs or classes of drugs:

Initial Test Level (ng/ml)	
Marijuana metabolites	50
Cocaine metabolites	300
Opiate metabolites (*)	300
Phencyclidine	25
Amphetamines	1,000

(*) 25 ng/ml if immunoassay is specific on free morphine.

2. **Confirmatory Test.** All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) technique at the cutoff values listed below for each drug.

Confirmatory Test Level (ng/ml)	
Marijuana metabolites (1)	15
Cocaine metabolites (2)	150
Opiate: Morphine/Codeine	300
Phencyclidine	25
Amphetamines	500

(1) Delta -9-tetrahydrocannabinol -9-carboxylic acid

(2) Benzoyllecgonine

* These levels can be changed if DOT levels are modified.

G. MEMORANDUM OF UNDERSTANDING

Employees receiving a drug or alcohol test for just cause will not be permitted to work until they test negative. As such, any loss of wages and benefits incurred by an employee while waiting for the results of a drug or alcohol test will be reimbursed, making the employee whole, if the results are negative. This paragraph applies only to the initial test, not to the follow-up tests unless the Company unduly delays tests.

Employees confronted with a request to submit to an alcohol or drug test shall be provided, upon request, a Union Representative before any further action is taken.

Disputes as to requirement for drug or alcohol test, test procedures, confidentiality, chain-of-custody, discipline, discharge or believed misapplication of any portion of this policy shall be subject to processing in the grievance procedure.

Repeated testing of an employee whose test results are negative will not be tolerated.

It is recognized that the use, possession, manufacturing, sale or distribution of drugs or alcohol while on Company premises may result in disciplinary action up to and including discharge.

This policy does not apply to any employee who enters treatment on a voluntary basis.

It is understood that this provision neither adds to or detracts from the existing rights of the parties with respect to discipline.

APPENDIX M

ATTACHMENT A

PARTIES TO THE AGREEMENT

The parties to this Agreement shall be the United Steelworkers of America ("Union" or "USWA") and Allegheny Ludlum Corporation and any present or future subsidiary which has employees represented by the Union at a plant covered by this Agreement ("Company").

ATTACHMENT B

SUCCESSORSHIP

The Company agrees that it will not sell, convey, assign or otherwise transfer any plant or significant part thereof covered by this collective bargaining agreement between the Company and the United Steelworkers of America that has not been permanently shut down for at least eight months to any other party (Buyer) who intends to continue to operate the business as the Company had, unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) The Buyer shall have entered into an Agreement with the Union recognizing it as the bargaining representative for the employees within the existing bargaining units.
- (b) The Buyer shall have entered into an Agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date.
- (c) If requested by the Company the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the employees, except as the parties otherwise mutually agree.

This provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates, or its parent company including any of its subsidiaries or affiliates nor is it intended to apply to transactions involving the sale of stock, except if a plant or significant part thereof, which is covered by this Agreement, is sold to a third party pursuant to a transaction involving the sale of stock of a subsidiary.

"Permanently shut down for eight months" shall mean that the notice required under Article XIV, Section 8, has been given and that for eight months following the final closure date, (1) no bargaining unit work has been performed other than tasks associated with the shutdown of the operations, (2) no improvements have been made and (3) the

Company has acknowledged entitlements to and is processing and/or paying, as appropriate, shutdown benefits in accordance with this Agreement and applicable benefit agreements.

For the purposes of Successorship, and for no other purpose, 'Company' shall be defined as Allegheny Technologies Incorporated (ATI). This Attachment B shall not apply to transactions involving the sale of ATI stock.

ATTACHMENT C

OTHER CORPORATE TRANSACTIONS

It is the Company's practice, and its intention for the future, not to conduct any material business or enter into any material transaction or series of material transactions with or for the benefit of any subsidiary or affiliated business entity except in good faith and on terms that are no less favorable to the Company than those that could have been obtained in a comparable transaction on an arms' length basis from a person not a subsidiary or affiliate.

ATTACHMENT D

RIGHT TO BID ON SALE OF COMMON STOCK OR FACILITY

Mr. Louis J. Thomas
Director of USWA District 4 and Chairman
of Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In connection with the recently completed negotiations between the United Steelworkers of America ("USWA") and the Company:

(a) Allegheny Ludlum Corporation ("the Company") will advise the Union whenever the Company or a subsidiary enters into a letter of intent or other written agreement (a "Letter of Intent") for the sale of all or any of its interest in all or a substantial portion of any of Brackenridge Works, West Leechburg Works, Vandergrift Department, Wallingford Plant, Lockport Plant, Waterbury Plant, and New Castle Works at which Union-represented employees are employed (such Plants, Works and Department are referred to, individually and collectively, as a "Facility," and such interest in such Plants, Works, Department or portion thereof subject to the Letter of Intent is referred to as the "Offered Facility"). At the same time, the Company shall inform the Union of the identity of the potential purchaser, the interest in the Facility or portion thereof involved in the transaction and provide copies of any press release or other public disclosure that is made concerning the potential transaction (the "Notice of a Letter of Intent"). Provided the Union and The Company shall have entered into a Confidentiality Agreement, as provided in paragraph (k) of this letter, the Company will, at the same time, provide the Union with a copy of the Letter of Intent and all non-public information given to the potential purchaser and will cooperate with the Union so as to provide expeditiously other information necessary to enable the Union to make an offer to purchase the Offered Facility. During an initial period of twenty (20) days from the delivery of the Notice of a Letter of Intent (hereinafter the "Initial Period"), the Company agrees that it will not

consummate the sale of the Offered Facility so that during the Initial Period the Union may evaluate whether the Union wishes to make an offer for the purchase of the Offered Facility. If requested by the Union, the Company will promptly make available to the Union all non-confidential information it has concerning the potential purchaser. If the Union desires to pursue the possibility of purchasing the Offered Facility, the Union shall within the Initial Period give the Company written notice of its intention to pursue the possibility of purchasing the Offered Facility, together with an initial deposit of Twenty-five Thousand Dollars (\$25,000) (the "Initial Deposit"). If the Union does not give the Company such notice and the Initial Deposit within the Initial Period, the Union shall have no further rights under this letter with respect to the proposed sale and the Company shall be free to sell the Offered Facility at any time or from time to time to the purchaser identified to the Union, or an affiliate of such purchaser. As used in this letter, a "substantial portion" of a Facility shall mean a portion of such Facility in which at least twenty-five percent (25%) of the Union-represented employees at such Facility normally work or worked.

(b) Upon receipt by the Company of the notice contemplated by paragraph (a) above and the Initial Deposit, the Company agrees that for a period not exceeding ninety (90) days after delivery of the Notice of a Letter of Intent (the "Subsequent Period") the Company will not consummate a sale of the Offered Facility; provided, that the Company shall be free to consummate such a sale after the date which is fifty-five (55) days after delivery of the Notice of a Letter of Intent unless the Union shall have, prior to such date, delivered to the Company an additional deposit of Twenty-five Thousand Dollars (\$25,000) (the "Additional Deposit"). During the Subsequent Period, the Union may make, but is not obligated to make, an offer to the Company to purchase the Offered Facility. In the event the Union submits a bona fide, good faith and timely offer, the Company agrees to consider such offer in good faith; provided, however, that the Company shall have no obligation to sell the Offered Facility to the Union, the potential purchaser or any other part, and reserves the absolute right and authority to evaluate, accept, negotiate, renegotiate or reject for whatever reason any offer the Union (or any acquisition entity the Union may cause to be formed) may make for the Offered Facility, provided that in so doing the Company acts in good faith. Once the Company has complied with the requirements of

paragraphs (a) and (b) of this letter with respect to the proposed sale, the Company shall be free to sell the Offered Facility at any time or from time to time to the purchaser identified to the Union, or an affiliate of such purchaser. Until such time as the Company shall be free hereunder to sell the Offered Facility to the purchaser, or an affiliate thereof, it shall remain contractually free to accept any bona fide, good faith offer which the Union may timely make.

(c) The Company agrees to permit application of the Initial Deposit and, if made, the Additional Deposit, to the payment of any reasonable out-of-pocket expenses which the Union may incur to third parties (including the fees of the third parties) in connection with the consideration by the Union of the possibility of purchasing the Offered Facility or the preparation of an offer for the same (collectively, "Qualified Union Expenses"), the Initial Deposit and, if made, the Additional Deposit, to the extent not applied to the payment of Qualified Union Expenses, shall be applied (without interest) to the purchase price. If the Company does not sell the Offered Facility to the Union and the Union has submitted a bona fide, good faith and timely offer to purchase the Offered Facility that would have, if the Company had accepted it, provided to the Company at least the total consideration actually received by the Company from the sale to the potential purchaser, then the Initial Deposit and, if made, the Additional Deposit, to the extent not applied to payment of Qualified Union Expenses, shall be refunded to the Union (without interest). If the Union does not submit such an offer, or if the offer submitted does not satisfy the criteria of the preceding sentence, the Company shall retain the Initial Deposit and, if made, the Additional Deposit, to the extent not applied to payment of Qualified Union Expenses. Except for the forfeiture of such Deposits, the Union shall not have any other obligation to compensate the Company under this letter.

(d) The rights of the Union under this letter shall not be transferable except that its rights may be assigned to and exercised by an acquisition entity established by or for the benefit of appropriate union-represented employees, provided such employees own, through an employee stock ownership (or similar) plan, not less than 30% of the voting equity interest in the acquisition entity. In the event the Union's rights hereunder are exercised by such an acquisition entity, at the time

the Union submits its offer it shall advise the Company of the identity of each equity participant or owner in such entity and such participant's or owner's proposed equity interest, and in the event, at any time prior to the acceptance or rejection by the Company of the Union's offer, the identity or proposed interest of any such participant or owner shall change, the Union shall give the Company immediate written notice thereof.

(e) This letter shall not apply to the sale, directly or indirectly, of all or substantially all of the steel business of the Company, to the sale, directly or indirectly, of any undivided interest in all or substantially all of the steel business of the Company or to the sale of all or any of the stock or other equity interests in any corporation, partnership, joint venture or other form of business enterprise owning all or substantially all of the steel business of the Company or any undivided interest therein. For the purposes of this letter, all or substantially all of the steel business of the Company shall mean one or more facilities which collectively employ at least seventy percent (70%) of the total number of all Union-represented employees then employed by the Company and accruing pension continuous service as of the date the Company enters into a Letter of Intent to sell the Facility.

(f) This letter shall not apply to the sale of any Facility which has been permanently shut down. For purposes of this letter, "permanently shut down" shall have the meaning given to such term in Article XIV of the Basic Labor Agreement.

(g) This letter shall not apply to the transfer of any Facility to a corporation which is directly or indirectly wholly owned by the Company.

(h) This letter shall apply regardless of the structure of a sale as an asset sale, stock sale, partnership, joint venture or other form of business enterprise, or any combination of the foregoing.

(i) The obligations of this letter are in addition to and not in lieu of the successorship provisions of this Agreement.

(j) In the event the Facility to be sold is owned by a Subsidiary, the Company shall cause the subsidiary to comply with the provisions

of this letter. For purposes of this letter, a "Subsidiary" shall mean a corporation, partnership, joint venture or other form of business enterprise in which the Company owns, directly or indirectly, equity interests entitling it to 50 percent or more of the ordinary voting rights; provided, however that this letter shall not apply to a sale or transfer by the Company of an interest in the Subsidiary to another party which on the date of the transfer already owns a 30% equity interest in the Subsidiary.

(k) As soon as practical following execution of this letter agreement, the Union and the Company will negotiate in an effort to agree as soon as practicable upon an agreement which is reasonably acceptable to the Company concerning confidential treatment and use of any confidential or proprietary information which may be provided to the Union by the Company hereunder. Said agreement shall be executed by the Union and the Company as soon as agreed upon and shall be referred to herein as the "Confidentiality Agreement." In the event the parties are unable to reach agreement on, and execute, such a confidentiality agreement, the Company shall not be obligated hereunder to deliver to the Union any confidential or proprietary information.

(l) In the event (i) the Company complies with the requirements of paragraphs (a) and (b) of this letter on one or more times with respect to the purchase of any interest in any Offered facility by the same purchaser, or an affiliate of such purchaser; (ii) the Union fails to submit a bona fide, good faith and timely offer to purchase the Offered Facility on one or more of said occasions; and (iii) the purchaser, or an affiliate of said purchaser, acquires an interest of thirty percent (30%) or greater in the Offered Facility, in one or more transactions with respect to which the Union fails to submit such an offer, the Union shall have no further right hereunder with respect to such purchaser, or an affiliate of such purchaser, with respect to said Offered Facility, and the Company shall be free to sell the facility of which the Offered facility is a part, an undivided interest in such Facility, a portion of such Facility or an undivided interest in a portion of such Facility at any time or from time to time to the purchaser, or an affiliate of such purchaser, in a single transaction or in a series of related or unrelated transactions.

(m) Time is of the essence of this letter.

(n) Notwithstanding any other provision in the Basic Labor Agreement, the provisions of this letter may be enforced in a court of competent jurisdiction without resort to the grievance and arbitration procedure of the Basic Labor Agreement.

Except as expressly allowed by this letter, this letter agreement may not be transferred or assigned by the Union. This letter agreement shall be governed by the federal labor laws of the United States and to the extent no federal labor law is applicable by the laws of the Commonwealth of Pennsylvania.

If the foregoing confirms our mutual understandings and agreements, please sign and return to me the duplicate original copy of this letter agreement at your earliest opportunity.

Very truly yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

APPENDIX N
CONTRACTING OUT

NOTICE & INFORMATION:

The Company and the Union will mutually devise a cost effective, non-bureaucratic fail-safe system for notification of each and every item of work the Company is contemplating contracting out. Both parties agree that the goal of the system is to provide notice as required under M.R. 1.35 of the Basic Agreement.

The study and implementation of the fail-safe system will be completed within six (6) months from the signing of this Agreement. Extensions of time will not be unreasonably withheld. In the event that the fail-safe system is not in place within six (6) months from the signing of this agreement, or extension thereof, any failure to provide notice in conformity with M.R. 1.35, after the six (6) month period or extension thereof, will occur a penalty of \$300 per failure to notify. This penalty is in addition to any remedy an arbitrator may fashion under M.R. 1.37, and will continue to be imposed until the fail-safe system is implemented. Such penalty payments shall be placed into a Company general fund to be disbursed upon written request by the Local Union for purposes such as Scholarships, Retirement or Christmas events or other legitimate activities.

SHELF ITEMS and ANNUAL REVIEW:

The parties agree to meet within sixty (60) days after the signing of this Agreement to review shelf items as outlined in Section 8 of the contracting out provisions of the Basic Agreement. The parties further agree to hold an annual review at each plant where one is required, within sixty (60) days of the signing of this Agreement.

APPENDIX O

(Supplemental Letters)

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

Re: Letter Agreement on Work, i.e., "As Is, Where Is"

This will confirm our understanding that an "As Is, Where Is" sale of assets is a legitimate commercial transaction that is a business decision not designed to deprive bargaining unit employees of work assignments.

If such sale of assets involves the use of a vendor or contractor to perform a service (i.e., scrap preparation), and such assets are returned for the Company's use or sale as part of the transaction, such transaction shall be considered as contracting out and subject to the provisions of Section 2-B, Article 1 of this Agreement.

Sincerely yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In discussions leading to the revised contracting out provision of the **2001** Agreement, the Union stressed that the underlying purpose of this provision is to preserve and enhance employment opportunities for its members and prevent the erosion of the bargaining unit. For its part, the Company stressed that to maximize employment opportunity, it must be able to satisfy customer-originated demands with respect to steel quality, product specifications, delivery and other production-related matters.

This letter reflects an understanding reached by the parties to address these concerns.

It is agreed that beginning August 1, 1987, and for the remaining term of the **July 1, 2001**, Agreement, subparagraph 2-b-(2) of the new contracting out clause will be deemed to include the following additional language: Finishing work may be contracted out for performance outside the plant if the Company can conclusively demonstrate that contracting out of the work in question (1) would, on balance, provide more work and employment opportunities than if the work was not contracted out, and (2) such contracting out is necessary to meet a customer-originated demand relating to quality, product specifications, delivery requirements or other production-related matters.

Very truly yours,
*/s/***J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In discussions leading to the revised contracting out provision of the **2001** Agreement, the parties reached the following understanding with respect to the application of subparagraph 2-a-(2) to certain work as to which the practice of contracting out was established between March 1, 1983 and April 1, 1985.

Accordingly, it is agreed that a special rule will apply to production, service, all maintenance and repair work, all installation, replacement and reconstruction of equipment and subparagraph 2-a(3) of the contracting out clause, as to which the consistent practice, established between March 1, 1983, and April 1, 1985, has been to have such work performed, within a plant, by employees of contractors. In determining whether it is more reasonable to contract out such work, in addition to the eleven (11) factors set forth in paragraph 3, in relevant circumstances, the fact that contracting out would result in lesser plant expenditures or greater economic efficiencies than doing the work with bargaining unit employees may be considered (including consideration of comparative labor rates).

If, however, the consistent practice to have such work performed, within a plant, by employees of contractors, was established after April 1, 1985, then the plant expenditures — economic efficiencies factor referred to in the preceding paragraph shall not apply. Instead, the provisions of paragraph 3 shall apply in the determination of reasonableness.

Very truly yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

The United Steelworkers and Allegheny Ludlum have reached agreement on a new labor contract, reflecting understanding by the parties and concepts for resolution of the serious problems threatening the jobs of Union members and the continued survival of the American Steel Industry.

In discussions leading to this new agreement, the parties reviewed extensively the serious threat posed to Steelworker jobs and the steel industry by foreign imports which many times have been sold in the United States market at dumped prices and in violation of the trade laws of the United States, including the Anti-Dumping Statute and the Countervailing Duty Statute. This unfair importing has increased alarmingly the domestic market share held by foreign steel companies, many of which are the recipients of large governmental subsidies. The import problem is recognized by the parties to constitute a very real peril to Steelworker jobs and the industry.

In addition, the parties have again discussed the matters of environmental regulations and U.S. tax policies as they relate to capital formation and capital recovery in the steel industry. The parties recognize that because of the tax laws capital recovery time is longer in the United States than in most foreign countries having steel facilities importing into the American market.

The parties have concluded from these discussions that many of the critical problems threatening Steelworker jobs and the industry are directly attributable to government action or inaction in these areas.

Consequently, the United Steelworkers and Allegheny Ludlum have agreed to join mutually in the task of petitioning the Federal Government to respond to these legitimate concerns, including imports, in a realistic, responsible, and vigorous manner. The parties recognize that acting together they are able to solve only some of their mutual problems. Responsible government action is also necessary to accomplish the total objective of preserving Steelworker jobs and insuring the continuation of a strong steel industry.

Thus, wherever necessary, the parties will seek appropriate governmental action, be it Executive, Legislative, or Judicial, to address these matters at the appropriate level. As a part of such effort the parties will jointly pursue with the Administration the possibilities for re-establishing the Steel Tripartite Advisory Committee, or some other appropriate arrangement, as an effective forum for consideration of trade and other issues of concern to the parties. Where appropriate, the parties will also seek relief at the state and local level.

Very truly yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

The parties recognize the potential, far-reaching impact of permanent shutdowns of facilities and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of the permanent shutdown of a plant, Company and International Union representatives shall meet to determine whether appropriate Federal, State or Local government funds are available to establish an employee training, counseling, and placement assistance program for that facility. If such funds are available, the Company and the Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities primarily within the Steel Industry; counseling for affected employees on available benefit programs and job opportunities within the Company and the area; and job search counseling.

In implementing such programs the Company will cooperate with the involved local union and state unemployment agency, other appropriate public or private employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the Union will designate specific representatives at the time of any such permanent plant closing to answer questions by employees pertaining to their rights under the Basic Labor Agreement and various benefit programs.

Very truly yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Stand Up For Steel

Dear Mr. Thomas:

Over the years, Allegheny Ludlum ("the Company") and the United Steelworkers of America ("the Union") have often worked together on matters affecting the domestic steel industry and to further their joint objectives on those matters.

Beginning with the Survival of the Steel Industry Letter of Understanding (page 190, 1998 B.L.A.), the parties have expanded their efforts to include international trade but also enhancing economic development, insuring sound national fiscal and monetary policies and environmental policies.

Additionally, the parties recognized the need to understand the long-term trends in the steel industry and develop strategies to deal with them. To that end, the USWA and other companies formed the Steel Industry Strategic Study Committee as an industry-wide labor management cooperation committee within the meaning of the Labor Management Cooperation Act of 1978. The Committee, comprised of senior leadership from the Union and leading steel companies, had as its purpose addressing competitive trends and other challenges to the long-term viability of the steel industry and long-term security for its workforce.

Most recently, the Union and other steel companies conducted a cooperative and focused effort, called Stand Up For Steel, to draw attention to the serious injury being caused to our industry

by unfairly traded steel imports flooding into our market. While we have worked together on many occasions on this issue, no effort has been as well organized and as effective as the recent efforts conducted under the banner of Stand Up For Steel. That campaign, to put it mildly, has been extraordinarily successful.

When we began this effort, many believed that we could do very little to stop the flood of imports. By November of 1998, imports consumed almost 50% of our market, and there seemed no limit to the damage that would be done.

But through the Union's and the Company's leadership, and the active involvement of a number of other steel companies, we have caused our nation's leaders to address the situation. And our efforts are paying off. The Stand Up For Steel campaign has played a dramatic role in helping our nation's leaders, our customers and suppliers and the general public to better understand the severity of the situation. The campaign has also been effective in advancing legislative and other actions to restore fair trade in steel.

The crisis is not over, far from it. While it is true that overall import levels in the first quarter of 2001 were below the record levels reached in the third and fourth quarters of 1998, imports from a number of key steel producing countries are still dramatically above their pre-crisis level and causing very serious injury.

And we must recognize that whatever the outcome of the current campaign, our industry remains extremely vulnerable to a future of unfair trade and governmental leaders with views adverse to our industry.

However, one thing has been proven beyond doubt. America's Steelworkers and steel companies have a sound and effective voice in Washington and state capitols around the nation. And the entire American steel industry is better off because of it.

All segments of our industry - carbon and stainless, flat rolled and long products, as well as iron ore and other raw material suppliers - remain extremely vulnerable to unfairly traded steel

entering the U.S. market. The success of the Stand Up For Steel experience clearly demonstrates the value of joint activity and the parties are committed to continuing to work together and to expend the necessary manpower and funds to achieve their joint goals.

Toward that end, the parties agree to form a new organization, called Stand Up For Steel ("SUFS") to consolidate the efforts that currently are undertaken under the National Policy for Steel Agreement and the Steel Industry Strategic Study.

We agree that SUFS will serve as a focal point of our joint activities in combating unfair trade in steel and related products, and other subjects as agreed to by the parties. The parties will continue to pursue other activities separately as appropriate, and the funding and structure contemplated herein shall not be applicable to litigation to enforce the nation's trade laws.

We further agree to the following:

1. SUFS will be financed by a credit in the amount of \$.075 per ton shipped commencing with the month of July, 2002 parties will develop a report form to track accrued obligations and expenditures on a regular basis.
2. The new organization will have a Governing Board consisting of an equal number of Union and Company representatives. The Board will be co-chaired by the USWA International President and a CEO selected by the participating Companies.
3. The parties will jointly recruit all American steel (carbon and stainless) and iron ore companies and others to join the organization under the terms described herein. The Company agrees to work with the other participating companies so that the company representatives on the Governing Board will represent the interest of all participating companies.

4. All activities conducted under the banner of Stand Up For Steel shall be approved by the Governing Board.

Very truly yours,
/s/J. L. McAfoose
Vice President, Human Resources

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

The Company commits that the silicon steel facilities will continue operating for the life of the new labor agreement provided silicon steel order entry continues at historical levels. The Company will make a good faith effort to pursue profitable silicon steel orders to sustain order entry levels.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963**

Dear Mr. Thomas:

This letter will confirm our agreement that all employees with on-going continuous service as of July 1, 2001 will receive a signing bonus of \$1500. The payment of the signing bonus will be made within 15 days from the effective date of the new Basic Agreement.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This will confirm our agreement to discontinue the Profit Sharing Plan as of July 1, 2001. The \$0.90 per hour Quarterly Bonus Payment will be increased to \$1.20 per hour effective July 1, 2001 with all eligibility and payment language remaining in effect. Further, the Quarterly Bonus will be extended to all plants, except Massillon and others as mutually agreed, that were part of these negotiations.

The Quarterly Bonus Payment shall be for:

1. Actual hours of work during pay periods paid during the payroll year.
2. Hours of holiday and vacation not worked during the calendar year which ends during the payroll year.
3. Hours which the employee is away from work and is paid by the Union for Union business, which involved meetings with the Company for pay periods paid during the payroll year.
4. Overtime premium hours paid for hours worked.
5. Worker's compensation benefits at the rate of eight hours per day for each day such benefits are paid.

The Quarterly Bonus Payment shall be an “add on” for earnings purposes and shall not be part of an employee’s Standard Hourly Wage Scale Rate and shall not be a part of the employee’s pay for any other purposes and shall not be used in the calculation of any other pay, allowance, or benefit.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This will confirm our understanding that the Company will continue the current Personal Retirement Account ("PRA") contribution of \$.50 per hour worked.

Very truly yours,
/s/**J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Inflation Recognition Payments -
2001 Settlement Agreement

Dear Mr. Thomas:

The purpose of this letter is to clarify the computation of Inflation Recognition Payments for any computation dates subsequent to **April 1, 2001** to specifically provide for an Inflation Recognition carryover.

It is understood that the following provisions will be deemed to be part of Appendix G of the Settlement Agreement:

- (a) For the four successive Computation Dates beginning **July 1, 2001**, an additional potential percent equal to the percent applicable to the **April 1, 2001** Computation Date, if any, shall be added to the percent.
- (b) For the four successive Computation Dates beginning **July 1, 2002**, an additional potential percent equal to the percent applicable to the **April 1, 2002** Computation Date, if any, shall be added to the percent.
- (c) For the four successive Computation Dates beginning **July 1, 2003**, an additional potential percent equal to the percent applicable to the **April 1, 2003** Computation Date, if any, shall be added to the percent.
- (d) For the four successive Computation Dates beginning **July 1, 2004**, an additional potential percent equal to the percent applicable to the **April 1, 2004** Computation Date, if any, shall be added to the percent.

- (e) For the four successive Computation Dates beginning July 1, 2005, an additional potential percent equal to the percent applicable to the April 1, 2005 Computation Date, if any, shall be added to the percent.

- (f) For the four successive Computation Dates beginning July 1, 2006, an additional potential percent equal to the percent applicable to the April 1, 2006 Computation Date, if any, shall be added to the percent.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

For our locations in the ENA-'80 negotiations, the Company committed to the following changes with respect to our overtime meal ticket policy, effective August 1, 1980:

- (1) An employee who works overtime beyond two hours will receive a meal ticket allowance of **\$5.50. Effective July 1, 2004, the allowance will be \$6.00.**
- (2) The previous meal ticket allowance for more than four hours of overtime will be discontinued.
- (3) No change in the definition of "overtime" for this meal ticket policy, and each plant will continue to administer the meal ticket policy in accordance with its own pre-existing practices and procedures.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

Any supervisor at a plant shall not perform work on a job normally performed by an employee in the bargaining unit at such plant; provided, however, this provision shall not be construed to prohibit supervisors from performing the following types of work;

- a. experimental work limited to new equipment, new products, new technologies, or new methodologies;
- b. demonstration work performed for the purpose of instructing and training employees;
- c. work required of the supervisors by emergency conditions which if not performed might result in interference with operations, bodily injury, or loss or damage to material or equipment; and
- d. work which, under the circumstances then existing, it would be unreasonable to assign to a bargaining unit employee and which is negligible in amount.

Work which is incidental to supervisory duties on a job normally performed by a supervisor, even though similar to duties found in jobs in the bargaining unit, shall not be affected by this provision.

If a supervisor performs work in violation of this Letter Agreement, and the employee who otherwise would have performed this work can reasonably be identified, the Company shall pay such employee the

applicable standard hourly wage rate for the time involved or for eight (8) hours, whichever is greater.

Very truly yours,
/s/ J. L. McAfoose
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: SCHEDULING APPENDIX

Dear Mr. Thomas:

1. The parties recognize the desirability of meeting customer requirements for a quality product and timely delivery. They also recognize that a disruption of normal living patterns may have resulted from the Company's current scheduling patterns. They believe, moreover, that these issues cannot be resolved and an appropriate balance drawn between competing interests without the input of affected workers in the scheduling process.
2. The plant-level Joint Scheduling Committee, (JSC), made up of three representatives designated by the Local Union, one of whom shall be the grievance committeeman in the affected department, and an equal number of representatives designated by the Company, at least one of whom shall be a supervisor in the affected department, will meet in an effort to resolve the scheduling issues outlined below:
 - a. Shift changes
 - b. Inadequate notice of schedule changes
 - c. Abnormal schedules
 - d. Fluctuating shifts within a schedule
 - e. Scheduling issues related to "cycle time" and "just in time" policies.

3. The parties have agreed to specific penalty payments related to an insufficient notice of a change to an abnormal schedule (four hours), a shift change overtime premium (time and one-half) and a penalty for adding turns to a 32 hour schedule. They have also agreed to a new 40 Hour Short Week Benefit for employees scheduled for 40 or more hours. The parties understand that the long-term solution to these problems will not be achieved as a result of these penalties or provisions alone but may be realized only through the good-faith efforts of the JSC using problem-solving techniques.
4. The JSC will work diligently to resolve the scheduling issues. This effort will be aimed at developing a mutually acceptable balance among the following considerations:
 - Work toward the elimination of violations of the scheduling provisions of the Agreement and unnecessary disruptions in the lives of workers.
 - While doing so, giving due consideration to providing a quality product delivered in accordance with customer requirements, including, where appropriate, "cycle time" or "just-in-time" scheduling policies.
5. The Company retains the same right to schedule employees at a 32-hour level as it had under the previous Basic Labor Agreement. However, if the Company adds one or more turns to the 32-hour posted schedule after the beginning of the payroll week, it will pay a four-hour penalty to each employee who worked an added turn.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: SCHEDULING APPENDIX ADDENDUM - FORTY HOUR
ISSUE

Dear Mr. Thomas:

In an effort to reduce the frequency of scheduled work weeks of less than forty (40) hours, the Company and Union agree to instruct the existing Joint Scheduling Committees to address the above issue and attempt to formulate specific recommendations designed to help alleviate this problem, where it exists, and to do so within a six (6) month time frame from the settlement date of this Agreement. Any such recommendations must be cost neutral while adhering to the corporate goals of on-time delivery and the controlling of work-in-process inventory.

As part of this committee's work, the Union commits to consider work rule and job class flexibility options to help in addressing this issue.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963**

Dear Mr. Thomas:

This will confirm the agreement reached during the 2001 contract negotiations regarding vacations. During those discussions, it was agreed that the vacation provisions at all locations, except New Bedford and as hereafter noted, would be moved to the master agreement level effective January 1, 2002. However, the Extended Vacation Program at the Houston location would be extended through the term of the 2001 Agreement. It was further agreed that effective January 1, 2005 a sixth week of vacation would be added for employees with more than 30 years of service at all locations with the exception of the Houston facility. The Washington Plate facility will retain the current vacation schedule (6th week).

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In recognition of our joint efforts to schedule vacations that allow as many employees as possible to be awarded the time most desired by them while, at the same time, insuring the efficient and orderly operations of the plants, the parties agree to the following effective January 1, 2002:

Vacation divisors at all plants will be set at forty-two (42). It is further agreed that where remainder weeks exist in positions which are not filled from Labor (specifically, Trade and Craft and Development Repair positions at all locations and at Brackenridge, the Crane Division, Car Rebuilders, Track Gang, Bricklayer Helpers, Railroad Occupations, Truck Unit, Mobile Cranes and Stores and Salvage and at Leechburg, Mobile Cranes and Repair Helper Group), the number of employees in those positions who may be scheduled for vacation in any given week will be rounded up to the next whole number.

With the exception of the groups identified above, all other remainder weeks of vacation will be evenly distributed between May 1 and December 31 of each year.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

Effective for the **2002** vacation year and continuing, the following One Day at a Time vacation Option ("Vacation Option") Program will be applied. The Vacation Option Program is designed to meet the needs of employees who, through prearrangement, may have to miss work time for reasons such as, but not limited to, weddings, graduations, confirmations, court duties and other personal matters. Not included, however, is the opportunity to designate as vacation any day missed when the requisite prior notice is not given.

I. Eligibility

An employee who is entitled to two (2) or more weeks of vacation is eligible to elect to take one full week of vacation one day at a time, subject to the following provisions:

II. General Provisions

- A. An election may be made to use only one full week of vacation in the Vacation Option Program, and such election must be made at the time the election is made for all other one full week (five (5) days) in this Program.
- B. An employee electing to participate in the Vacation Option Program may designate up to two (2) vacation days per week. A maximum of two days may be taken consecutively at any approved time per week. However, this provision shall be subject to the limitations set forth in Paragraphs IV-B and C.

- C. Once an employee has made a vacation day designation and is scheduled for time off, the employee shall not be permitted to change that designation, except by agreement with the Superintendent of the Department or Unit in which the employee is then working.
- D. An employee on lay-off may designate lay-off days as vacation days.
- E. Any vacation day off scheduled under this program shall not be considered a day worked for overtime purposes.
- F. For the purpose of holiday pay eligibility, under the provisions of Article XVI, Section 3, employees who elect either the day before or the day after a holiday as vacation under this program shall be eligible under Article XVI, Section 3, for such holiday pay, provided they worked their last scheduled turn immediately before and their first scheduled turn immediately after such holiday and vacation day.

III. Notice

No employee may designate a day off under the Vacation Option Program unless requisite prior notice is given and approved. Notice of intent to designate one or two days as vacation time under this Vacation Option Program must be given to the Superintendent of the Department, or his designated representative, no later than 4:00 PM of the Monday preceding the week in which vacation time off is requested. Management retains the right to schedule such days off to insure the orderly operation of the Plant.

IV. Quotas

- A. Not more than 6% of the total number of plant hourly employees shall be permitted to utilize a vacation day under the Vacation Option Program in any one week. **Increases in the percentage allowed off per day or per week may be made when mutually agreed by the parties at the plant level. On an annual basis the Director, Labor Relations and the**

appropriate Staff Representative will review and address problems or concerns.

- B. In order to determine the quota for the maximum number of employees who may be scheduled for time off on any particular day, 6% of the number of employees shall be divided by seven (7) days. All fractions resulting from this quota shall be carried to the next whole number.
- C. The employee will be informed, by separate posted notice one (1) hour before the employee's last scheduled turn, on the Thursday of the week preceding the one in which vacation time off has been requested, whether the vacation time designated may be taken.
- D. In the event that a particular day is designated by more employees than the quota will allow, continuous service time shall be the determining factor in scheduling days of vacation under the Vacation Option Program.

V. Payment

- A. For each vacation day taken, an employee shall receive payment on the payday he would have received payment had he worked. The payment shall be at the vacation rates set forth in the Agreement, and holiday payment, if any, shall be made in accordance with Article XVI, Section 3. An employee will be compensated one-fifth (1/5) of their weekly vacation amount for each day of vacation.
- B. Any vacation days which have not been used by November 30 must be scheduled by December 1. Any such days not scheduled will be paid to the employee on the last pay closed and calculated in the payroll year.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

The parties have agreed as part of the **2001** negotiations to **continue the Cooperative Effort Fund**. The Cooperative Effort Fund is intended to be used for activities that improve the workplace and provide benefit to both the Union and Company.

This fund will be generated by a payment of **\$.05, effective July 1, 2001**, for every hour worked which will be held by the Company in a general corporate fund. A quarterly report will be issued to each local union President and will indicate accrued dollars, expenditures and balances (which will include any carry over from prior years). The monies will be used to pay for Union officials time spent in preparation for and participation in meetings with the Company, including, but not limited to the following subjects: Safety & Health Programs, Employee Assistance Programs, Workplace Violence Awareness, Workers' Compensation, and Contracting Out where the parties explore or seek mutually beneficial solutions to problems and concerns. **(\$.01 of the fund will be dedicated to EAP activities and costs; up to 32 hours per month may be used for lost time for Pension and Insurance Committee work at each location).**

Each facility will have a separate corporate account established by and under the control of the Company into which **\$.05** per hour worked at the facility will be accrued. Upon written request from the Local Union, the Company shall disburse such funds to the above noted activities. The Union's request must document the hours spent on permissible activities. The rate of pay will be based on the specific

committee person's average hourly earnings, including incentive, if applicable. The maximum disbursement in any year is equal to **\$.05** for every hour worked in that year plus any unused funds from previous year(s).

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Joint Health, Safety and Environment Committee Work

Dear Mr. Thomas:

To support the Company and Union's mutual and continuing objective of eliminating accidents and health hazards, this will confirm our understanding that during the term of this Agreement the Company will pay lost wages (based on the average rate of pay for the prior pay period) for the permanent members of the Health, Safety and Environment Committee. This pay will apply at each location for the performance of mutually agreed activities which will reduce work related injuries and illness in accordance with the criteria outlined below:

The Co-Chairs of the Health, Safety and Environment Committee will meet to establish a monthly agenda to identify the projects to be worked on for the month. A projected weekly work schedule shall be established and provided to the applicable Departments who will be asked to release the designated committee members based on reasonableness. Release for unscheduled activity (e.g. accident investigations) shall be under the provisions of reasonableness and established report off procedures for Union business.

Projects which may be considered for payment under this Plan include:

- 1) Safety Awareness Team Programs.
- 2) Programs to evaluate injury trends and the implementation of effective injury prevention programs.

- 3) Development and/or presentation of Safety and Health Training Programs **including all corporate initiated Safety and Health programs.**
- 4) Participation in lost time accident and serious incident investigations.
- 5) Joint training conferences.
- 6) **All time spent** on the monthly safety tour with the understanding that the tour length remains as it was at the time of this Agreement.

Any unilateral projects for the purpose of fulfilling either the Union or Company's needs shall not be covered under this Program.

Monthly hours eligible for the above shall be established by the following criteria and shall establish a maximum number of hours available to implement the above Program. For every 25 bargaining unit employees actively at work for the previous calendar year (as averaged by the 12 monthly employment reports) the Local Union's Health, Safety and Environment Committee will be provided with **one and one-half hours** of lost time wages per month **with a minimum of 16 hours of lost time wages per month per location covered under this Agreement.** (The hourly rate will be based on the specific committee person's average hourly earnings, including incentive, if applicable). **Available hours may be used at any time during the calendar year.** Time paid shall be only for actual time expended on agreed upon projects.

At the expiration of this contract, these provisions may be considered for renewal only upon mutual consent of both parties. This Program will be implemented **immediately** following ratification of this Agreement.

It is intended by the parties that the provisions of this supplemental letter shall not be applied to any other provisions of this Basic Agreement.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This letter is to confirm our understanding that a safety and health training conference of four days in duration will be held for both Company and Union members of the Joint Health, Safety and Environment Committees of the facilities covered by the Basic Agreement. The Company and the Union will pay the expenses for their respective attendees. Time off with pay will be afforded the Union representatives of the Union Health, Safety and Environment Committee for attendance at the Conference. This Conference will be held every eighteen (18) months at a mutually agreed upon time and location.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Safety Awareness Team Participation

Dear Mr. Thomas:

This will confirm our mutual understanding that the United Steelworkers of America will support through the Joint Health, Safety and Environment Committee, the involvement of the hourly workforce in the Allegheny Ludlum Safety Programs, including the Safety Awareness Team process.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Ergonomics

Dear Mr. Thomas:

This will confirm our understanding that the Joint Health, Safety and Environment Committee at each plant will, among its priorities, discuss safety and health matters related to ergonomics. The committee will assist the Ergonomic Teams in the identification of jobs, tasks and corrective action where employees may face a risk of cumulative trauma disorders and other musculoskeletal injuries.

Ergonomic Teams shall receive training on recognizing hazards and evaluating jobs or tasks associated with ergonomic risk factors for the purpose of recommending intervention measures to reduce injuries.

Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Fixed Rail Equipment

Dear Mr. Thomas:

During the 1994 negotiations, the parties discussed hazards associated with operating in-plant railroads and other fixed rail equipment and the potential for incurring serious injuries involving such fixed rail equipment. In light of the serious accidents that may result from the operation of this equipment, the parties believe it would be beneficial for each joint Health, Safety and Environment Committee to review their present railroad and other fixed rail equipment safety rules and procedures. Particular attention should be given to identifying pinch points and the manner in which personnel may be operating such equipment.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963**

Re: Workplace Violence

Dear Mr. Thomas:

This will confirm our understanding that the Joint Health, Safety and Environment Committee at each plant will receive training on the fundamentals of dealing with workplace violence situations. This awareness training will be developed by the Joint Health, Safety and Environment Committees and communicated to all employees as a component of the existing safety meeting structure.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This letter will confirm our understanding that any employee who on **July 1, 2001, January 1, 2003 and every eighteen (18) months thereafter for the term of this Agreement** is eligible to receive a safety shoe **voucher** pursuant to the **2001 Settlement Agreement**, but is not **awarded** such **voucher** because **he/she** is then in inactive status, will receive a **voucher** when **he/she** returns to active employment. However, an employee shall in no event be entitled to more than one (1) such **voucher** in any calendar year during the term of this Agreement.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

**Mr. Louis J. Thomas
Union Negotiating Committee
USWA District 4
4285 Genesee Street- Suite 110
Cheektowaga, NY 14206-1963**

Dear Mr. Thomas:

This letter is to confirm our understanding that all existing permanent members of the Health, Safety and Environment Committee will be reimbursed for one pair of safety shoes to wear while doing committee work. This reimbursement will be provided one time within sixty (60) days of signing the Agreement under the same conditions agreed to under the safety shoe allowance program.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: MEMORANDUM OF UNDERSTANDING ON THE
REVITAIZATION OF MAINTENANCE AND
CRAFT TRAINING

Dear Mr. Thomas:

The parties are committed to the establishment and preservation of a highly skilled, efficient maintenance workforce in sufficient number to carry out a successful maintenance program at the plants covered by the Basic Labor Agreement. It is also their purpose to accomplish the foregoing as much as possible with bargaining unit employees and without excessive overtime.

The parties recognize that a successful maintenance/trade and craft program should continue to utilize and by mutual agreement where desirable expand upon their combine/expanded maintenance/trade and craft concepts. Such concepts allow for greater flexibility, more self direction and greater compensation for the maintenance/trade and craft employees.

Therefore with respect to the Allegheny Ludlum Plant(s) the following shall apply:

A. Maintenance Plan Committee

Within three (3) months of the signing date of the Basic Labor Agreement, the local parties will establish plant-level Joint Maintenance Plan Committees ("JMPC"), made up of three (3) representatives designated by the Local Union, at least two (2) of whom shall

be experienced plant maintenance employees, and an equal number of representatives designated by the Company, at least two (2) of whom shall be experienced in maintenance supervision or maintenance management. The JMPC will meet regularly and will receive required technical assistance from appropriate Company or Union resources.

B. Study of Maintenance Workforce

The Committee will be responsible for examining the present maintenance workforce, considering such future changes in maintenance requirements that can be identified, and developing the specific information described below:

1. determine the number of maintenance employees in each trade or craft or maintenance job, whether Assigned Maintenance or Central Maintenance;
2. develop an age profile for all maintenance employees;
3. assess the anticipated attrition rates for the maintenance workforce over the next five (5) years;
4. assess the availability of employees in the plant's workforce who are qualified to enter maintenance/craft training programs;
5. identify potential avenues by which employees can receive basic education training to qualify for maintenance/craft training programs;
6. evaluate the appropriateness of existing and new maintenance/craft training programs, giving due consideration to changing technology and future skill needs. Recommend changes to standards, type, and length of training as appropriate;
7. examine current maintenance/craft overtime levels and assess whether certain maintenance/crafts are working excessive overtime;

8. examine methods by which productivity can be improved including, but not limited to additional training of maintenance/craft employees, combined or expanded job duties, new technologies;
9. to the extent practicable and relevant, assess the maintenance practices, maintenance staffing and maintenance training practices at the plant under this review, versus those of other domestic stainless steel producers;
10. assess the level of plant maintenance/trade and craft forces necessary to meet reasonably anticipated long-term future maintenance needs, bearing in mind all the above items.

The Study will commence immediately upon the establishment of the Committee.

C. Maintenance Training Plan

Within six (6) months from the date of its establishment, the JMPC will submit a report to the Chairmen of the Negotiating Committee, setting forth its findings with respect to the matters set forth in Section B. In addition, the JMPC will develop a recommendation for implementation of a Maintenance Training Plan ("MTP") designed to fill anticipated maintenance needs. The recommended MTP will include an implementation date, the minimum number of employees to be trained or retrained in each trade or craft or maintenance job within a defined period, the method of training, provisions for upgrading the skills of incumbent maintenance/trade or craft employees and with mutual agreement the use and development of combined or expanded maintenance jobs. In developing the MTP, the following guidelines/goals shall apply:

1. provide sufficient numbers of trained maintenance/trade and craft employees to cost effectively meet the long-term future maintenance needs, considering reasonable attrition rates, without the use of excessive overtime, and in accordance with the contracting out provisions of the Basic Labor Agreement. Attrition rates that will be considered shall reflect factors that reduce maintenance staffing needs. Such factors shall in-

clude, but not be limited to, technology improvements, capital investments, changes in individual facility operating levels, and improvements in productivity. This commitment will be limited to no more than the numbers listed below above the number of maintenance employees in the respective plants as of the signing of the new Basic Agreement. The commitment will be adjusted to reflect permanent changed conditions, including but not limited to, shutdowns or reduced operation levels of facilities or individual units, implementation of new technologies, and capital investment.

- a. Brackenridge and Leechburg facilities no more than 15 at each plant;
 - b. At Wallingford no more than 8 positions and at Waterbury no more than 2 positions;
 - c. At New Castle and Lockport no more than 5 positions at each plant.
 - d. **At Houston and Washington Plate no more than 8 positions at each plant.**
 - e. **At Washington Flat Roll no more than 4 positions.**
 - f. **At New Bedford no more than 5 positions.**
 - g. **At Latrobe no more than 2 positions.**
 - h. **At Massillon and Exton no more than 1 position at each plant.**
2. make reasonable efforts to draw qualified personnel and qualified trainees for maintenance/trade and craft occupations from the ranks of the current workforce. It is recognized that there will be a range of skills and consequently a range of necessary training within the ranks of qualifiable employees. The Company retains the right to consider skill level and degree of training required to select the employees to be trained. It is anticipated that trade and craft/maintenance positions will be filled approximately 50% from the ranks of the

current workforce, and 50% from the outside if required due to an insufficient number of fully qualified employees. (Note — outside hires must meet the same qualification criteria required of employees.)

3. complete training as quickly as feasible, consistent with the actual requirements of the maintenance/trade or craft job, as determined by the Committee, and giving due consideration to the cost of such training.

The JMPC report will include separate statements by the parties with respect to any finding or recommendation to which they disagree.

D. Action by the Negotiating Committee Chairmen or Their Designees

Within sixty (60) days of receipt of the report submitted by the JMPC, the Chairmen of the Negotiating Committee may: (1) approve an agreed-upon MTP submitted by the parties; (2) modify any MTP as they may mutually agree; or (3) disagree, in whole or in part, with respect to any recommendations contained in a submitted MTP. With respect to any MTP components as to which the Chairmen disagree, the dispute will be promptly referred to Arbitrator....., pursuant to procedures to be agreed upon by the Chairmen of the Negotiating Committee. The dispute will be resolved on the basis of a "final offer" submission by the parties at a hearing. The Arbitrator will determine which of the submissions best meets the guidelines and goals spelled out in Section C of this Memorandum of Understanding. The Arbitrator shall have the power to determine the procedures pursuant to which the hearing is conducted.

E. Preservation of Plan

Except where the training or continued training of additional maintenance/trade and craft employees is no longer justified due to changed conditions such as depressed economic periods and/or facility shutdowns, the MTP shall not be discontinued during the term of the Basic Labor Agreement.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Institute for Career Development

Dear Mr. Thomas:

In recognition of the worldwide competitive challenges that confront the Company and the entire workforce, the Union and the Company have established an innovative and important venture for training and educating workers—the USWA/Allegheny Ludlum Institute for Career Development (the “Institute”)— which, in conjunction with similar programs negotiated by the Union with various other employers will be administered under the rules and procedures of the Institute for Career Development (“ICD”).

The purpose of the Institute is to provide support services for the education, training and personal development of the employees of the Company. This will include upgrading the basic skills and educational levels of active employees in order to enhance their ability to absorb craft and non-craft training, their ability to progress in the workplace, their ability to perform their assigned work tasks to the full extent of their potential, and their knowledge and understanding of the workplace, and of new and innovative work systems. This will also include education, training and counseling which will enable employees to have more stable and rewarding personal and family lives, alternative career opportunities in the event that their Steelworker careers are subject to dislocation, and long, secure and meaningful retirements.

In establishing this Institute, the Union and the Company are implementing a shared vision that workers must play a significant role in the design and development of their jobs, their training and education, and their working environment. In a world economy, many changes are unforeseen and unpredictable. Corporate success, worker security and employee satisfaction all require that the workforce and individual workers be capable of reacting to change, challenge and opportunity. This, in turn, requires ongoing training, education and growth. Experience has shown that worker growth and development are stunted when programs are mandated from above but flourish in an atmosphere of voluntary participation in self-designed and self-directed training and education. These shared beliefs shall be the guiding principles of the USWA/Allegheny Ludlum Institute for Career Development.

Funding and Administration

The Institute is financed by a contribution from the Company in the amount of \$.10 (\$.15 effective July 1, 2002) per actual hour worked credited in a separate account. The Institute will be administered jointly by the Company and the Union in accordance with the procedures, rules, regulations and policies of the ICD. Effective with calendar year 2000, any credits accrued for actual hours worked during a calendar year which remain unspent at the end of such calendar year will commence accruing interest computed at a rate of 4% per annum until spent during the term of this Basic Labor Agreement. The parties will also seek and use funds from federal, state and local governmental agencies.

The Company agrees to continue to participate fully as a member of ICD in accordance with the policies, rules and regulations established by the ICD. The Company's financial contributions to the Institute will continue to be separately tracked. ICD will continue to be under the joint supervision of the Union and participating employers with a Governing Board consisting of an equal number of Union and employer appointees.

Apprenticeship, craft training and training for position-rated jobs are separately provided for in the Labor Agreement. The Company may, however, contract with the Institute, or ICD to provide services and resources in support of such training.

Reporting, Auditing, Accountability and Oversight

The following minimum requirements shall govern reporting, auditing, accountability and oversight of the funds provided for above:

1 . Reporting

For each calendar year quarter, and within 30 days of the close of such quarter, the Company shall account to the ICD, the International President of the Union and the Union Chairman of the Negotiating Committee for all changes in the financial condition of the Institute. Such reporting shall include at least the following information for each such quarter:

- The Company's \$.10 (\$.15 effective July 31, 2002) per hour contribution per quarter with cumulative balance.
- The amount, if any, of imputed interest.
- A detailed breakdown of actual expenditures related to approved program activities during said quarter.
- Reports shall be broken down by plant and include all expenditures for that site.
- Reports shall be made on form(s) developed by ICD and approved by the ICD Governing Board.

The Union Co-Chairs of each of the Local Joint Committees shall receive a report with the same information for their plant or local union, as the case may be.

2. Auditing

The Company or the Union may, for good reason, request an audit of Company reports described above and of the underlying Institute activities made in accordance with the following: The Company and the Union shall jointly select an independent outside auditor. The reasonable fees and expenses of the auditor shall be paid from ICD funds. The scope of audits may be company-wide, plant-specific, or on any other reasonable basis.

3. ICD Approval and Oversight

Each year, the Local Joint Committees shall submit a proposed training/education plan to the Union and Company Negotiating Committee Chairmen. Upon their approval, said plans shall be submitted to the ICD. ICD must approve the annual plan before any expenditure in connection with any activities may be charged against the funds provided for in this Institute. An expenditure shall not be charged against such funds until such expenditure is actually made.

Dispute Resolution Mechanism

Any dispute will be resolved through current steps. If unresolved at corporate level, the Union Chairperson of the Negotiating Committee will have final determination subject to third party audit to insure funds have not been misappropriated.

Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In our discussions concerning the use of Institute for Career Development funds, the question was raised about using a defined surplus from those funds for job related/skill training in addition to the funds that will be provided under the new Overtime Control Training Fund.

The parties agree to review the utilization of ICD funds for the purposes specified in Appendix M to determine how that utilization can best be increased for programs covered by ICD funding, including training for dislocated workers. Where appropriate, the parties will work with the ICD Advisory Board to develop guidelines for the use of ICD funds for such training. This review will take place within the first six months of the Agreement.

Following the completion of the utilization review described above, the parties agree to discuss how to increase such utilization and whether it is appropriate to use defined amounts of ICD funds for job-related training, in addition to that amount provided under the Overtime Control Training Program.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This confirms our understanding regarding ICD.

1. Approvals (subject to providing information pursuant to paragraph 5 below) continue as currently done. Any submissions that Company believes should be denied will be held until next Local Joint Committee (LJC) meeting for joint review. Both LJC co-chairs will sign-off on all denials.
2. Selection of vendors will be discussed and jointly agreed upon at committee meetings. It is further agreed that all vendor pricing information will be kept strictly confidential by the members of the committees and will not be used except as expressly authorized by both LJC co-chairmen.
3. Role of the existing ICD coordinator will be defined and agreed upon by the LJC.
4. Disputes will be resolved through current steps. If unresolved at Corporate level, the Union Chairperson of the negotiating committee will have final determination subject to third party audit to ensure funds have not been misappropriated. This dispute resolution process does not apply to the Overtime Control Fund.

5. The Company agrees that it will cooperate and comply with reasonable requests for information, including O.C.T.F., that do not place an undo administrative burden on the Company.
6. All of the above shall be contained in a letter of agreement as an addendum to the ICD appendix and therefore subject to resolution through the grievance and arbitration procedure.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

**Mr. Louis J. Thomas
Union Negotiating Committee
USWA District 4
4285 Genesee Street- Suite 110
Cheektowaga, NY 14206-1963**

Dear Mr. Thomas:

This letter will confirm our understanding in connection with the I.C.D. Appendix, that if for any reason the USWA/Allegheny Ludlum Institute for Career Development is terminated, or if the scope of the Institute is modified to the extent that all existing and committed funds are not required, the unused contributions and commitments shall be allocated to another employee benefit designated by the United Steelworkers of America, the choice of employee benefit to be subject to review with and approval by the Company, such approval not to be unreasonably withheld.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas
Union Negotiating Committee
USWA District 4
4285 Genesee Street- Suite 110
Cheektowaga, NY 14206-1963

Re: Overtime Control Training Fund

Dear Mr. Thomas:

The OCTF established in earlier agreements is an integral part of the USWA pattern bargaining throughout the steel industry. The Company agrees that within ninety (90) days of the effective date of this Agreement to reconstruct all hours of overtime worked per week per employee and credit the OCTF with all monies owed but not credited from 1998 to date.

The parties have established an Overtime Control Training Fund ("OCTF") at each Plant covered by this Agreement. The OCTF shall be credited in a separate account for each such Plant. The OCTF will be jointly administered at each Plant by the OCTF Committee (the Committee) consisting of four (4) members, two chosen by each of the Company and the Union. The Union members of the Committee shall be appointed by the Union Chairman of the Negotiating Committee. The Company members of the Committee shall be appointed by the Company.

- (a) **Funding:** The Company shall credit \$10.00 per hour to the Plant OCTF for one-half (50%) of the hours worked at the Plant in excess of 56 hours within a payroll week that an employee is paid at overtime rates.
- (b) **Purpose:** The OCTF is to be used to fund job-related training and education, provided that such training is directly related to pre-apprenticeship preparation pro-

grams, apprenticeship programs, craft training, non-craft described and classified job training and other job related training other than training the Company affords pursuant to Article XI. The parties will also seek and use funds from federal, state and local governmental agencies.

- (c) **Approval:** No expenditure may be charged to the OCTF unless such expenditure is specifically approved in writing by both the Union and Company Co-Chairmen of the Committee.
- (d) **Annual OCTF Plan:** The Committee shall jointly develop a plan each year setting forth the projected amount of plant OCTF allocable to specific plant training and education programs. An information copy of such annual plan shall promptly be sent to the International President of the Union and the Company and Union Chairmen of the Negotiating Committee.
- (e) **Reporting:** The Company shall furnish to the International President, the Company and Union Co-Chairmen of the Negotiating Committee, and the Committee a quarterly report (i) itemizing credits and charges to the Plant OCTF, relating each such credit and charge to a specific program contained in the Annual OCTF Plan, (ii) stating the current level of the Plant OCTF and (iii) showing, by each department in the Plant, the hours worked by each employee in such department during each pay period in the quarter for which an Overtime Control credit has been incurred pursuant to this Appendix.
- (f) **Auditing:** Upon request of the Union Chairman of the Negotiating Committee, an audit of Company reports and of the underlying program activities shall be made in accordance with the following: The Company and the Union shall jointly select an independent outside auditor. The reasonable fees and expenses of the auditor shall be paid from the OCTF. The scope of audits may be company-wide, plant-specific, or on any other reasonable basis.

- (g) Dispute Resolution: Any dispute regarding the administration of the OCTF shall be referred to the Company and Union Co-Chairmen of the Negotiating Committee for resolution. If they are unable to resolve the dispute, it shall be subject to expedited resolution Arbitration pursuant to procedures to be developed by the parties leading to resolution of the dispute within two weeks after the dispute resolution procedure is invoked.**

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas
Union Negotiating Committee
USWA District 4
4285 Genesse Street- Suite 110
Cheektowaga, NY 14206-1963

Re: Neutrality Agreement

Dear Mr. Thomas:

This letter will serve to confirm certain understandings reached in our 2001 negotiations.

1. A. INTRODUCTION

Over the years, the Company and the United Steelworkers of America ("USWA" or "the Union") have developed a constructive and harmonious relationship built on trust, integrity and mutual respect. The parties place a high value on the continuation and improvement of that relationship.

B. NEUTRALITY

To underscore the Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company.

Neutrality means that, except as explicitly provided herein, the Company will not in any way, directly or indirectly, involve itself in efforts by the Union to represent the Company's employees, or efforts by its employees to investigate or pursue unionization.

The Company's commitments to remain neutral as outlined above shall cease if the Company demonstrates to the Board of Arbitration under Section G herein that during the course of an Organizing Campaign (as defined in C below), the Union is intentionally or repeatedly (after having the matter called to the Union's attention) materially misrepresenting to the employees the facts surrounding their employment or is conducting a campaign demeaning the integrity or character of the Company or its representatives.

C. ORGANIZING PROCEDURES

Prior to the Union distributing authorization cards to nonrepresented employees at a Covered Workplace (meaning any workplace which is: (i) controlled by the Company, as the Company is defined in Section E herein; and (ii) employs or intends to employ employees who are eligible to be represented by a labor organization in any unit(s) appropriate for bargaining), the Union shall provide the Company with written notification (the "Written Notification") that an organizing campaign (the "Organizing Campaign") will begin. The Written Notification will include a description of the proposed bargaining unit.

The Organizing Campaign shall begin immediately upon provision of Written Notification and continue until the earliest of: (i) the Union gaining recognition under C-5 and C-6 below; (ii) written notification by the Union that it wishes to discontinue the Organizing Campaign; or (iii) 90 days from provision of Written Notification to the Company.

There shall be no more than one Organizing Campaign in any 12-month period.

Upon Written Notification the following shall occur:

1. Notice Posting

The Company shall post a notice on all bulletin boards at all Covered Workplaces where employees eligible to be represented within the proposed bargaining unit work and where notices are customarily posted. This notice shall read as follows:

“NOTICE TO EMPLOYEES

We have been formally advised that the United Steelworkers of America is conducting an organizing campaign among certain of our employees. This is to advise you that:

- 1. The Company does not oppose collective bargaining or the unionization of our employees.**
- 2. The choice of whether or not to be represented by a union is yours alone to make.**
- 3. We will not interfere in any way with your exercise of that choice.**
- 4. The Union will conduct its organizing effort over the next 90 days.**
- 5. In their conduct of the organizing effort, the Union and its representatives are prohibited from misrepresenting the facts surrounding your employment. Nor may they demean the integrity or character of the Company or its representatives.**
- 6. If the Union secures a simple majority of authorization cards, subject to verification, of the employees in [insert description of bargaining unit provided by the Union] the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board.**

7. **The authorization cards must unambiguously state that the signing employees desire to designate the Union as their exclusive representative.**
8. **Employee signatures on the authorization cards will be verified by a third party neutral chosen by the Company and the Union."**

The amended version of this notice as described above will be posted as soon as the Unit Determination procedure in C-3 below is completed.

In addition, following receipt of Written Notification, the Company may issue one written communication to its employees concerning the Campaign. Such communication shall be restricted to the issues covered in the Notice referred to in C-1 above or raised by other terms of this Neutrality Appendix.

The communication shall be fair and factual, shall not demean the Union as an organization nor its representatives as individuals and no reference shall be made to any occurrence, fact or event relating to the Union or its representatives that reflects adversely upon the Union, its representatives or unionization.

The communication shall be provided to the Union at least two business days prior to its intended distribution. If the Union believes that the communication violates the strictures of this provision it shall so notify the Company. Thereupon the parties shall immediately bring the matter to the Board of Arbitration, which shall issue a bench decision resolving any dispute.

2. Employee Lists

Within five days following Written Notification, the Company shall provide the Union with a complete list of all of its employees in the proposed bargaining unit who are eligible for union representation. Such list shall include each employee's full name, home ad-

dress, job title and work location. Upon the completion of the Unit Determination procedure as described in C-3 below, an amended list will be provided if the proposed unit is changed as a result of such Unit Determination procedure. Thereafter during the Organizing Campaign, the Company will provide the Union with updated lists monthly.

3. Determination of Appropriate Unit

As soon as practicable following Written Notification, the parties will meet to attempt to reach an agreement on the unit appropriate for bargaining. In the event that the parties are unable to agree on an appropriate unit, either party may refer the matter to the Dispute Resolution Procedure contained in Section G below. In resolving any dispute over the scope of the unit, the Board of Arbitration shall apply the principles used by the NLRB.

4. Access to Company Facilities

During the Organizing Campaign the Company, upon written request, shall grant reasonable access to its facilities to the Union for the purpose of distributing literature and meeting with unrepresented Company employees. Distribution of Union literature shall not compromise safety or production, disrupt ingress or egress, or disrupt the normal business of the facility. Distribution of Union literature inside Company facilities and meetings with unrepresented Company employees inside Company facilities shall be limited to non-work areas during non-work time.

5. Card Check

If, at any time during an Organizing Campaign which follows the existence at a Covered Workplace of a substantial and representative complement of em-

employees in any unit appropriate for collective bargaining, the Union demands recognition, the parties will request that a mutually acceptable neutral (or the American Arbitration Association if no agreement on a mutually acceptable neutral can be reached) conduct a card check within five days of the making of the request. The neutral shall compare the authorization cards submitted by the Union against original handwriting exemplars of the entire bargaining unit furnished by the Company and shall determine if a simple majority of eligible employees has signed cards. The list of eligible employees shall be jointly prepared by the Union and the Company.

6. Union Recognition

If at any time during an Organizing Campaign, the Union secures a simple majority of authorization cards of the employees in an appropriate bargaining unit, the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board. The authorization cards must unambiguously state that the signing employees desire to designate the Union as their exclusive representative for collective bargaining purposes. Each card must be signed and dated during the Organizing Campaign.

D. HIRING

- 1. The Company shall, at any Covered Workplace which it builds or acquires after [the effective date of this Neutrality Appendix], give preference in hiring to qualified employees of the Company then accruing continuous service in bargaining units covered by a Basic Labor Agreement. In choosing between qualified applicants from such bargaining units, the Company shall apply standards established by the Seniority Section of the Basic Labor Agreement.**

This Section D-1 shall only apply where the employer for the purposes of collective bargaining is or will be the Company, a Parent or an Affiliate (and not a Venture) provided, however, that in a case where a Venture will likely have an adverse impact on employment opportunities for then current bargaining unit employees covered by this Basic Labor Agreement, then this Section D-1 shall apply to such Venture as well.

2. Before implementing this provision the Company and the Union will decide how this preference will be applied.
3. In determining whether to hire any applicant at a Covered Workplace (whether or not such applicant is an employee covered by a Basic Labor Agreement), the Company shall refrain from using any selection procedure, which, directly or indirectly, evaluates applicants based on their attitudes or behavior toward unions or collective bargaining.

E. DEFINITIONS AND SCOPE OF THIS AGREEMENT

1. **Rules with Respect to Affiliates, Parents and Ventures**

For purposes of this Appendix only, the Company includes (in addition to the Company) any entity which is: (i) engaged in the making, finishing, processing, fabrication, transportation, distribution or warehousing of steel; and (ii) either a Parent, Affiliate or a Venture of the Company.

For purposes of this Appendix, a Parent is any entity which directly or indirectly owns or controls more than 50% of the voting power of the Company; an Affiliate is any entity in which the Company directly or indirectly: (a) owns more than 50% of the voting

power or (b) has the power based on contracts or constituent documents to direct the management and policies of the entity; and a Venture is an entity in which the Company owns a material interest.

2. Rules with Respect to Existing Parents, Affiliates and Ventures

The Company agrees to cause all of its existing Parents, Affiliates and/or Ventures that are covered by the provisions of Section E-1 above, to become a party/parties to this Appendix and to achieve compliance with its provisions.

3. Rules with Respect to New Parents, Affiliates and Ventures

The Company agrees that it will not consummate a transaction, the result of which would result in the Company having or creating: (i) a Parent, (ii) an Affiliate or (iii) a Venture; without ensuring that the New Parent, New Affiliate and/or New Venture, if covered by the provisions of Section E-1 above, agrees to and becomes bound by this Appendix.

F. BARGAINING IN NEWLY-ORGANIZED UNITS

Where the Union is recognized pursuant to the above procedures, the first collective bargaining agreement applicable to the new bargaining unit will be determined as follows:

- 1. The employer and the Union shall meet within 14 days following recognition to begin negotiations for a first collective bargaining agreement covering the new unit bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company (if any comparable operations exist), and those of unionized competitors to the facility in which the newly recognized unit is located.**

- 2. If after 90 days following the commencement of negotiations the parties are unable to reach agreement for such a collective bargaining agreement, they shall submit those matters that remain in dispute to the Chairman of the Union Negotiating Committee and the Company's Vice President-Employee Relations who shall use their best efforts to assist the parties in reaching a collective bargaining agreement.**
- 3. If after 90 days following such submission of outstanding matters, the parties remain unable to reach a collective bargaining agreement, the matter may be submitted to final offer interest arbitration in accordance with procedures to be developed by the parties.**
- 4. If interest arbitration is invoked, it shall be a final offer package interest arbitration proceeding. The interest arbitrator shall have no authority to add to, detract from, or modify the final offers submitted by the parties, and the arbitrator shall not be authorized to engage in mediation of the dispute. The arbitrator's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues presented to him in arbitration. The interest arbitrator shall select the final offer package found to be the more reasonable when considering (a) the negotiating guideline described in F-1 above, (b) any other matters agreed to by the parties and therefore not submitted to interest arbitration, and (c) the fact that the collective bargaining agreement will be a first contract between the parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration hearing record.**
- 5. Throughout the proceedings described above concerning the negotiation of a first collective bargaining agreement and any interest arbitration that may be**

engaged in relative thereto, the Union agrees that there shall be no strikes, slowdowns, sympathy strikes, work stoppages or concerted refusals to work in support of any of its bargaining demands. The Company, for its part, likewise agrees, not to resort to the lockout of employees to support its bargaining position.

G. DISPUTE RESOLUTION

Any alleged violation or dispute involving the terms of this Appendix may be brought to a joint committee of one representative of each of the Company and the Union. If the alleged violation or dispute cannot be satisfactorily resolved by the parties, either party may submit such dispute to the Board of Arbitration. A hearing shall be held within ten (10) days following such submission and the Board shall issue a decision within five days thereafter. Such decision shall be in writing but need only succinctly explain the basis for the findings. All decisions by the Board pursuant to this Appendix shall be based on the terms of this Appendix and the applicable provisions of the law. The Board's remedial authority shall include the power to issue an order requiring the Company to recognize the Union where, in all the circumstances, such an order would be appropriate.

The Arbitrator's award shall be final and binding on the parties and all employees covered by this Appendix. Each party expressly waives the right to seek judicial review of said award; however, each party retains the right to seek judicial enforcement of said award.

Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Workplace Harassment Awareness and Prevention

Dear Mr. Thomas:

This will confirm our agreement reached during the negotiation of the labor agreement concerning Workplace Harassment Awareness and Prevention.

The Company and the Union recognize that every employee has a right to a work environment free of harassment or intimidation on the basis of any of the categories listed in the nondiscrimination provision of Article 1, Section 2.A. The parties understand that harassment can have a detrimental impact on individual employees, generate a hostile working environment, and adversely affect the ability of the workforce to function in a cooperative and productive manner. One of the best means of addressing these issues is through awareness and education which can prevent problems before they occur by ensuring that all employees know and understand what constitutes impermissible harassment, and know how to prevent it.

Accordingly, the parties agree to educate all employees at all facilities in the area of harassment awareness and prevention on a periodic basis, as agreed to be appropriate by the local parties.

A representative of the USWA Civil Rights Department and a representative designated by the Company's Employee Relations Department will work together to develop harassment awareness and prevention education with input from the plants and local

Unions. Within six (6) months of the effective date of this Agreement, appropriate personnel at each plant will then be trained as trainers, with input from the Joint Committee on Civil Rights.

Within one (1) year of the completion of local trainers' training, the following training for all plant employees will be implemented:

- 1. To effectively address the issue of harassment and its detrimental impact on individual employees and the workforce, all employees will be scheduled for a one (1) to two (2) hour training session as to what harassment is, why it is unacceptable conduct, its consequences for the harasser, and what steps can be taken to prevent it. This training will be done, to the extent possible, within work groups.**
- 2. The local union president, vice president, grievance committee persons, assistant grievance committee persons, and civil rights committee members will be scheduled for additional training dealing with their obligations in regard to harassment, including such things as early recognition of harassment, how to resolve such issues and how to promote a harassment-free environment. The additional training will be scheduled at a time mutually agreed-to between the Local Union President and Manager, Employee Relations.**

All bargaining unit employees shall be compensated for time spent attending these sessions in accordance with established local practices.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963**

Re: Work and Family Needs

Dear Mr. Thomas:

This will confirm our agreement concerning work and family needs.

The Company and the Union recognize the changing needs of working families, particularly in regard to childcare, elder care and dependent care. They also recognize that the specific needs of each employee are highly individualized, and that employees may need assistance in finding effective responses thereto.

Therefore, the Company and Union will designate representatives to review and assess the work and family concerns of employees at their facility. Such representatives will assess the extent of the needs there and attempt to develop effective responses to those needs.

In furtherance of their commitment to this joint effort, the Company and the Union will each designate a contact to provide guidance and assistance to the local representatives upon request.

Within one year of the effective date of the Successor Labor Agreement, the local representatives will:

- Determine the extent of needs at their plant;**

- **Gather information concerning public agencies, private concerns and other resources within the appropriate community and make such material available to any interested employee, upon request;**
- **Consider alternative responses and implement them, where appropriate; and**
- **Report findings to their respective Union and Company contacts.**

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963**

Re: Employee Orientation

Dear Mr. Thomas:

This letter memorializes our agreement concerning implementation of the United Steelworkers of America ("USW")/Allegheny Ludlum Employee Orientation Program ("Program").

The USW and Allegheny Ludlum confirm their agreement to share equally the cost of implementing and maintaining the Program as outlined below. However, any expense for the Program must have the approval of the USW and Allegheny Ludlum. The United Steelworkers of America and Allegheny Ludlum agree that each will be responsible for the wages and salaries paid to their respective employees under the Program.

The Program, as agreed, shall include the following:

- 1. The development, distribution and utilization of any necessary color training films;**
- 2. The training of USW and Allegheny Ludlum representatives for their role as instructors in the Program to sharpen their teaching and communication skills;**
- 3. The provision for two hours for Allegheny Ludlum and the USW to separately supplement any film presentation, which supplement may include, for example:**

- a. **Introduction of those covered employees hired subsequent to July 1, 2002, to USW Staff Representatives and/or USW Local Union leaders and management representatives from the Plant.**
- b. **Distribution and discussion of the USW/Allegheny Ludlum Basic Labor Agreements and any relevant Local Seniority Agreements;**
- c. **Discussion of the history and achievements of the USW International Union and the particular USW Local Union;**
- d. **Discussion of the history of the plant and a discussion of the products produced and customers serviced;**
- e. **Discussion of the structure of the International and particular USW Local Union and the services that are provided by the various offices and committees;**
- f. **Discussion of the structure of Allegheny Ludlum and the plant and the functions and services that are provided by the various departments;**
- g. **Discussion concerning the USWA/Allegheny Ludlum Basic Labor Agreements grievance procedure and the probationary periods;**
- h. **Discussion of Safety Programs and Safe Job procedures;**
- i. **An opportunity for questions and answers.**

In addition, and separate and apart from the above, within ten (10) days of the completion of their probationary period, or during the new employee 40-hour orientation as part of that 40-hour orientation, the Company shall provide each employee with four

(4) hours of paid time off (at their regular rate of pay) to attend an orientation session conducted by the Union at a location designated by the Union.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

**Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963**

Re: Union Role in Negotiation of Benefits

Dear Mr. Thomas:

This letter will confirm the understanding reached during our 2001 negotiations.

During bargaining, the Union raised a matter concerning the administration of a number of our negotiated wage and benefit programs. Specifically, the Union noted that most such programs lack any established practice by which bargaining unit members are informed, at the time of payment, that such benefits were the result of negotiation between the Company and the Union. In recognition of the Union's role in achieving the goals of the enterprise, the Company agrees to adopt such a practice in the manner detailed in this letter.

This understanding shall apply to payments separately made by the Company of the following: profit sharing payments; gain sharing payments; retroactive payments made pursuant to wage increases; lump sum payments; Inflation Recognition Payments; severance payments; special payments under the pension plan ("Separate Payments") as well as any special communication from the Company to bargaining unit employees which discusses most or all of their wage and benefit package.

In the case of a Separate Payment, upon Union request, the following text shall be included on the payment stub subject to possible computer limitations (two lines at 30 characters each):

“This [identify the particular payment] is being made pursuant to a contract negotiated on your behalf by your Union, the United Steelworkers of America.”

In the case of a special communication by the Company discussing employee wages and benefits as described above, the Company will include the following text upon Union request:

“Your wages and benefits are negotiated on your behalf by your Union, the United Steelworkers of America. Allegheny Technologies, Inc./Allegheny Ludium and the Steelworkers have a constructive relationship built on trust, integrity and mutual respect.”

The understandings set forth in this letter shall become effective July 1, 2001.

**Very truly yours,
/s/ J. L. McAfoose
Vice President, Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesse Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

The parties hereby agree that, at the Local Union's option, 2 officials from the Local Union 1196 (Brackenridge) and 2 officials from Local Union 1138 (West Leechburg), for purposes of layoff only, shall be considered as the two most senior employees in the respective plants during their respective terms of office. These employees will be designated in writing by the Local Union to the Company's Director of Labor Relations. In the event of a layoff or decrease in force, which would normally directly affect them, they will be bumped to bumpable jobs and remain actively employed provided they have the skill and ability to perform the duties of such job.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: Company/Union Letter of Agreement on Leave of Absence Policy for International Union Employees

Dear Mr. Thomas:

The subject of Company leaves of absence for employees who leave their employment with the Company to become employees or elected officials of the International Union was discussed by the parties during the negotiations.

1. As a result of that discussion the parties have reached the following agreement with respect to any person who
 - (a) First becomes an Officer or Director of the International Union after January 1, 1989 or
 - (b) Becomes an employee of the International Union and whose probationary period expires on or after January 1, 1989 or
 - (c) Was an Officer or Director or employee of the International Union prior to January 1, 1989 but was not as of that date accruing service for Company pension purposes (for time spent as an officer, director, or employee of the International Union) pursuant to a valid agreement providing for such accrual.
2. An individual described in paragraph 1 shall be granted a leave of absence from the Company concurrent with the period of his permanent employment with the International Union.

3. Once an individual described in paragraph 1 is made a permanent employee of the International Union (by completing his probationary period) that person shall, from that point forward and while he retains his leave of absence status with the Company, not receive any service credit for Company pension purposes. He shall, however, have his earnings adjusted for purposes of computing his pension only so as to be fairly representative of his normal earnings had he not been on a leave of absence. The minimum pension applicable to him shall be the minimum pension in effect at the time of his retirement.
4. Such person shall accumulate continuous service for purposes of recall to employment and for all other purposes under the collective bargaining agreement except pensions, provided that he shall not be entitled to receive any contractual benefits during the period of his leave of absence.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This letter is to confirm our understanding that hereafter in applying Marginal Paragraph 6.06 of our Agreement no deduction from back pay awards or settlements under this Marginal Paragraph shall be made for governmental assistance (excluding unemployment compensation and any similar payments), welfare, Trade Readjustment Allowance benefits, or private charity received by an affected employee, except that, in calculations made in accordance with seniority violations, Trade Readjustment Allowance benefits will be deducted. This understanding shall also be effective for any grievance or arbitration case now pending, and shall be without prejudice to the respective positions of the parties in disputes concerning any matter not covered in this letter.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This letter will confirm our understanding that Allegheny Ludlum will not apply Article XVI, Section 2 (M.R. 16.03) indiscriminately.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

As part of the 1990 negotiations, **and again during the 2001 negotiations**, the parties hereby agree that where local practices or agreements with respect to the distribution of overtime do not presently exist, the local plant management and the local union grievance committee should conclude promptly an agreement providing for the most equitable overtime distribution consistent with the efficiency of the operation.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This will confirm our agreement whereby Marginal References 11.24, 11.25 and 11.26 of the 1988 Vandergrift Plant Agreement will be retained at the Vandergrift location for the term of the **2001** Basic Labor Agreement. It is further agreed that Marginal Reference 11.23 of the 1988 Vandergrift Agreement will be amended to be consistent with Marginal Reference 11.24 of the 1990 Basic Agreement.

All other Article XI - Seniority provisions at Vandergrift will be consistent with those of the Basic Agreement.

This will further confirm the consistent practice date for the Vandergrift location, MR 1.10 and 1.11, will remain as April 1, 1991, for the term of the **2001** Basic Labor Agreement.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This letter will confirm the following understanding reached during the negotiations of the **2001** Labor Agreement.

Effective in **2001**, the Company will transmit to the International Union, on an annual basis, the following information for all active and laid off USWA-represented hourly employees for whom there is a checkoff authorization:

Name
Address
Date of Birth
Date of Hire
Social Security Number
If applicable, date of layoff

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

In our ENA-'80 negotiations the subject of apprenticeship testing was discussed, and it was agreed as follows:

An apprentice in an approved apprenticeship program will be tested (on related instruction) during a regularly scheduled shift on Company time, but without incurring overtime. Each plant to which this is applicable will make its own scheduling arrangements for giving such tests.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

Appendix O of the April 12, 1974 Settlement Agreement among the Union and the Coordinating Committee Steel Companies has been implemented by contract language as follows:

"At plants covered by the August 1, 1969 Incentive Arbitration Award an employee with 5 or more years of continuous service, as determined for pension purposes, shall be paid a \$.10 per hour bonus for hours worked on a nonincentive job. Such bonus shall be an "add-on", shall be payable only for hours actually worked, and shall be included in the calculation of overtime premium but shall not be part of the employee's pay for any other purpose and shall not be used in the calculation of any other pay, allowance, or benefit. For the purpose of applying this provision, a nonincentive job is a job within the scope of the August 1, 1969 Incentive Arbitration Award that is not covered by an incentive and does not qualify for incentive under the terms of such Award."

For the purpose of applying this provision to all nonincentive jobs in our steel plants (in other words, List B jobs as well as other nonincentive jobs as "new jobs" not on List B), the matter was discussed with the Union and it was agreed (1) that the \$.10 bonus does not apply in the case of a new job put on 15% premium in accordance with Section 3-B-(2)-(d) of Article VII in the Basic Agreement, and (2) that the procedure for covering other than List A jobs with incentives shall continue to be applied under and in accordance with the Basic Agreement.

As arranged with the Union, it was further agreed that the Company would confirm the foregoing to the Union by means of this letter.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

April 9, 1977

Mr. I. W. Abel, President
United Steelworkers of America
Five Gateway Center
Pittsburgh, Pennsylvania 15222

Dear Mr. Abel:

This is to confirm our understanding to establish a Rate Retention Program for Production and Maintenance employees who become disabled so as to be unable to perform the duties of their regular jobs.

1. The Rate Retention Program shall become effective on January 1, 1978.
2. It will be available to any employee who is removed from his job after the effective date of the Program because of a disability which is attributable in whole or in part to his employment with the Company.
3. Company medical personnel shall be responsible for making the determination of whether an employee is entitled to rate retention under this Program. The opinion of a competent objective medical expert such as Dr. Henry Simmons, Director of Hunterdon Medical Center, will be sought by the parties in an effort to develop a responsible mechanism for securing a second medical opinion in cases of dispute as to whether an employee is entitled to rate retention under this Program. The cost of developing and operating such a mechanism shall be paid from the monies contributed by the Coordinating Committee Steel Companies to the Research Projects Committee.
4. The type of rate retention provisions of Consent Decree I will in large measure, be utilized in this Program, including the personal transfer rate maximums and the provision terminating rate retention after two years for a particular employee. The parties recognize,

however, that it may be necessary to make appropriate revisions in Consent Decree provisions of this type.

5. The provision or denial of benefits under this Program will not be utilized in cases involving claims for benefits under other programs or under state or federal laws, such as Workmen's Compensation laws.
6. If the special commission established by the Department of Labor develops guidelines with respect to programs of this type, this Program herein established will not be changed to conform to such guidelines, except to the extent required by law.
7. Benefits under this Program shall be adjusted to the extent necessary to avoid duplicating payments under Workmen's Compensation or occupational disease laws or under other arrangements which provide an earnings supplement.

Very truly yours,

J. Bruce Johnston
For the Coordinating
Committee Steel Companies

Confirmed:

I. W. Abel, President
United Steelworkers of America

July 1, 2001

Mr. Louis J. Thomas, Chairman
Union Negotiating Committee
USWA - District 4
4285 Genesee Street - Suite 110
Cheektowaga, NY 14206-1963

Re: 2001 Contract Negotiations
Application of New Basic Labor Agreement

Dear Mr. Thomas:

This letter will confirm our procedure on the application of the new Basic Labor Agreement toward the New Castle, Lockport and O&T Agreements. Rejection or denial of any issues or changes is permitted by mutual agreement of the local parties only.

Very truly yours,
/s/ **J. L. McAfoose**
Vice President, **Human Resources**

July 1, 2001

Mr. Louis J. Thomas
Union Negotiating Committee
USWA District 4
4285 Genesee Street- Suite 110
Cheektowaga, NY 14206-1963

Dear Mr. Thomas:

This will confirm our understanding reached during the 2001 negotiations with respect to bargaining successor agreements:

1. All of the Agreements reached during April, 2001 will terminate coterminously on June 30, 2007.
2. The negotiations to replace the 2001 Collective Bargaining Agreements (the successor agreements) will be bargained together at the same time and location.
3. The resultant settlement agreement shall be ratified or rejected by a consolidated vote of the entire bargaining unit as listed in paragraph 4 below and any other USWA represented units added as may be mutually agreed by the parties.
4. The contracts involved are: (i) Brackenridge, West Leechburg and Wallingford, (ii) the Brackenridge Works Chemical Laboratory and West Leechburg Alloy Test Laboratory, (iii) New Castle, (iv) Lockport, (v) Waterbury, (vi) WAPL-Massillon, (vii) Washington Plate and O&T, (viii) Washington Flat Roll, (ix) Houston, (x) Rodney Metals-New Bedford, (xi) Rodney Metals-Exton (xii) Allvac-Latrobe, and (xiii) Oremet.

Very truly yours,
/s/ Douglas A. Kittenbrink
President
Allegheny Ludlum

/s/ Jack W. Shilling
President
High Performance Metals Group

2000

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Holidays and Observances: 1 Jan 2004: New Year's Day, 19 Jan 2004: Martin Luther King Day, 14 Feb 2004: Valentine's Day, 16 Feb 2004: President's Day, 9 Apr 2004: Good Friday, 11 Apr 2004: Easter Sunday, 12 Apr 2004: Easter Monday, 31 May 2004: Memorial Day, 4 Jul 2004: Independence Day, 5 Jul 2004: 'Independence Day' observed (offices closed), 6 Sep 2004: Labor Day, 11 Oct 2004: Columbus Day, 31 Oct 2004: Halloween, 11 Nov 2004: Veterans Day, 25 Nov 2004: Thanksgiving Day, 24 Dec 2004: 'Christmas Day' observed (offices closed), 25 Dec 2004: Christmas Day, 31 Dec 2004: New Year's Eve

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2006

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Notes