

AGREEMENT

Between

U.S. Steel Tubular Products, Inc.
(Texas Operations Division)

and the

United Steel, Paper and Forestry,
Rubber, Manufacturing, Energy,
Allied Industrial Services Workers
International Union

Production and Maintenance
Employees

September 1, 2008
Pittsburgh, Pennsylvania

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Section 1: Agreement

A. Parties to the Agreement

This Agreement, dated September 1, 2008 (the Basic Labor Agreement, BLA or the Agreement), is between USS Tubular Products, Inc. (the Company) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO-CLC, or its successor (the Union or USW) on behalf of bargaining unit employees of the Company (as defined in Section 2-A (Recognition and Coverage) at the Plants listed in Appendix I (Covered Plants). 1.A.1

B. Term of the Agreement

1. The effective date of the Agreement shall be September 1, 2008, (the Effective Date) except as otherwise expressly provided. 1.B.1
2. Except as otherwise provided below, this Basic Labor Agreement shall terminate at the expiration of sixty (60) days after either Party shall give written notice of termination to the other Party, but in any event shall not terminate earlier than September 1, 2012 (the Termination Date). 1.B.2
3. If either Party gives such notice, it may include therein notice of its desire to negotiate with respect to insurance, pensions, successorship and supplemental unemployment benefits. If the Parties do not reach agreement with respect to such matters by the end of sixty (60) days after giving such notice, either Party may thereafter resort to strike or lockout, as the case may be, in support of its position with respect to such matters, as well as any other matter in dispute. This Paragraph shall apply to all 1.B.3

such matters, including insurance, pensions, and successorship, notwithstanding any contrary provision of existing agreements on those subjects.

4. Any notice to be given under this Agreement shall be given by certified mail and shall be postmarked by the required date. Mailing of notice to the Union should be addressed to the United Steelworkers, Five Gateway Center, Pittsburgh, Pennsylvania 15222; mailing of notice to the Company should be addressed to 600 Grant Street, Pittsburgh, PA 15219. Either Party may, by like written notice, change the address to which certified mail notice shall be given.
- 1.B.4

Section 2: Scope of Agreement

A. Recognition and Coverage

1. The Company recognizes the Union as the exclusive representative of a bargaining unit made up of employees occupying production and maintenance jobs in the Company facilities covered by this Agreement. The term "employees" excludes only managers, confidential employees, supervisors, and guards as defined under the National Labor Relations Act.
- 2.A.1
2. Except as expressly provided herein, the provisions of this BLA 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 BLA or may adjust or settle same.
- 2.A.2

3. When the Company establishes a new or changed job in a Plant with duties that include a material level of production or maintenance work or both, which is (or, in the case of new work, would be) performed on a job within the bargaining unit, the resulting job shall be considered a job within the bargaining unit; provided that where non-bargaining unit duties are added to a job in the bargaining unit, they may be withdrawn. 2.A.3
4. The Parties acknowledge that this Agreement contemplates a substantial restructuring of bargaining unit work that broadens the duties historically performed by the bargaining unit, thereby reducing the need for and level of supervision. Consistent with the foregoing, supervisors at a Plant shall not perform work which, under the restructuring it is contemplated will be performed by the bargaining unit, except: 2.A.4
- a. experimental work; 2.A.5
 - b. demonstration work performed for the purpose of instructing and training employees; 2.A.6
 - c. work required by conditions which, if not performed, might result in interference with operations, bodily injury or loss or damage to material or equipment; 2.A.7
 - d. work that would be unreasonable to assign to an employee or which is negligible in amount; and 2.A.8
 - e. work which is incidental to supervisory duties on a job normally performed by a supervisor. 2.A.9
 - f. If a non-bargaining unit employee performs work in violation of Paragraph 4 above, and the employee who other- 2.A.10

wise would have performed this work can reasonably be identified, the Company shall pay such employee his or her applicable rate of pay for the time involved.

5. An employee assigned as a temporary foreman or supervisor will not issue discipline to employees, provided that this provision will not prevent a temporary foreman or supervisor 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 or supervisor. 2.A.11

B. Union Membership and Dues Checkoff

1. Each employee who, on the Effective Date of this Agreement, is a member of the Union and each employee who becomes a member after that date shall, as a condition of employment, maintain membership in the Union. Each employee who is not a member of the Union on the Effective Date of this Agreement and each employee who is hired thereafter shall, as a condition of employment, beginning on the thirtieth (30th) day following the beginning of such employment or the Effective Date of this Agreement, whichever is later, acquire and maintain membership in the Union. 2.B.1
2. Should the above provision be unenforceable for any reason, then, to the extent permitted by law, each employee 2.B.2

who would be required to acquire or maintain membership in the Union if the provision in Paragraph 1 above 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 thirtieth (30th) day following the beginning of such employment or the Effective Date of this Agreement, whichever is later, to pay to the Union each month a service charge as a contribution towards the Union's collective bargaining representative expenses. The amount of the service charge, including an initiation fee if applicable, shall be as designated by the International Union Secretary-Treasurer.

3. Wherever Paragraph 1 or 2 above is applicable: 2.B.3
 - a. The Company will check off, by pay period, monthly dues or service charges, including, where applicable, initiation fees and assessments, each in amounts as designated by the International Union Secretary-Treasurer, effective upon receipt of individually signed voluntary check-off authorization cards. The Company shall within ten (10) days remit any and all amounts so deducted to the International Union Secretary-Treasurer with a completed summary of USW Form R-115 or its equivalent. 2.B.4
 - b. At the time of employment, the Company will suggest that each new employee voluntarily execute 2.B.5

an authorization for the checkoff of amounts due or to be due under Paragraph 1 or 2 above. A copy of the card will be forwarded at the time of signing to the Financial Secretary of the Local Union.

c. The Union will be notified of the amount transmitted for each employee (including the hours and earnings used in the calculation of such amount) and the reason for non-transmission, such as in the case of interplant transfer, layoff, discharge, resignation, leave of absence, sick leave, retirement, death or insufficient earnings.

2.B.6

d. The International Union Secretary-Treasurer shall notify the Company in writing of any employee who is in violation of any provision of Paragraph 1 or 2 above.

2.B.7

e. The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits and liabilities that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with the foregoing provisions of this Section 2-B, or in reliance on any list, notice, or assignment furnished under such provisions.

2.B.8

C. PAC and SOAR Checkoff

1. The Company will deduct Political Action Committee (PAC) contributions for active employees who have submitted authorization for such deductions from their wages and for retirees who have

2.C.1

submitted authorization for such deductions from their pension. Such deductions shall be on a form reasonably acceptable to the Company and shall be promptly remitted to the Secretary-Treasurer of the USW PAC Fund.

2. For retirees who are or wish to become members of the Steelworkers Organization of Active Retirees (SOAR) and who have submitted authorization for such deductions from their pension, the Company will deduct SOAR dues from their pension. Such deductions shall be on a form reasonably acceptable to the Company and shall be promptly remitted to the International Union Secretary-Treasurer. 2.C.2

3. The Union shall indemnify the Company and hold it harmless again any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken or not taken by the Company for the purpose of complying with the foregoing provisions of this Section 2-C, or in reliance on any list, notice or assignment furnished under such provisions. 2.C.3

D. Successorship

The Company agrees that it will not sell, convey, assign or otherwise transfer, using any form of transaction (any of the foregoing, a Sale), the Plant(s) or significant part thereof which are covered by this Agreement to any other party (Buyer), unless the following conditions have been satisfied prior to the closing date of the Sale: 2.D.1

1. the Buyer shall have entered into an agreement with the Union recognizing 2.D.2

it as the bargaining representative for the USW represented bargaining unit employees working at the Plant(s) to be sold; and

2. 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 of the Sale, or assumed all agreements applicable to the facilities acquired. 2.D.3

E. Printing of Contracts

1. Immediately following the Effective Date of this Agreement, the Parties will create mutually acceptable labor and benefits agreements. These agreements shall, at the expense of the Company, be printed by a union printer in a form (size, paper stock, number of copies, etc.) and a manner of distribution reasonably designated by the Union. 2.E.1
2. The Company shall provide the Union with available electronic versions of all agreements between the Parties. 2.E.2

Section 3: Health and Safety

A. Employee and Union Rights

1. Employees have the right to a safe and healthful workplace, to refuse dangerous work, to adequate personal protective equipment, to safety and health training, and to a proper medical program for workplace injuries and illnesses. 3.A.1
2. The Union has the right to participate in safety matters, to appoint a Safety Coordinator for the Plants covered by this Agree- 3.A.2

ment pursuant to this Section, to join in regular safety audits and accident/incident investigations, to receive full and continuing access to all information related to the work of the Committees (including all OSHA reports), and to participate in programs which address certain special hazards. The Company will provide the Union Health, Safety and Environment Department (Union Safety Department) with prompt notification of the basic facts concerning any fatality at the worksite and a copy of the fatal accident report.

- 3. The Company will develop and implement, with the involvement of the Union, policies and programs for ensuring these rights. 3.A.3

B. The Right to a Safe and Healthful Workplace

- 1. The Company will provide safe and healthful conditions of work for its employees and will, at a minimum, comply with all applicable laws and regulations concerning the health and safety of employees at work and the protection of the environment. The Company will install and maintain any equipment reasonably necessary to protect employees from hazards. 3.B.1
- 2. The Company will make every reasonable effort to ensure that all equipment is maintained in a safe condition. Its inspection and maintenance program will give top priority to equipment critical to employee safety and health. Where faulty equipment creates an abnormal risk to employees, the Company will take all necessary steps to eliminate the risk. 3.B.2
- 3. The Company will provide suitable heating and ventilation systems and keep them in good working order. 3.B.3

C. The Right to Refuse Unsafe Work

1. If an employee, acting in good faith and on the basis of objective evidence, believes that there exists an unsafe or unhealthful condition beyond the normal hazards inherent in the operation ("Unsafe Condition"), they shall notify their immediate supervisor. The employee and the supervisor will make every attempt to resolve the condition in the interest of safety. Thereafter, the employee has the right, subject to reasonable steps for protecting other employees and equipment, to be relieved from duty on that job and to return to that job only when the Unsafe Condition has been remedied. The Company may assign the employee to other available work in the Plant, consistent with this Agreement and without displacing another employee. 3.C.1
2. If the Company disputes the existence of the allegedly Unsafe Condition, the Safety Coordinator and the Plant Manager or their designees will immediately investigate and determine whether it exists. 3.C.2
3. If after the investigation it is determined that the condition existed, the employee will be made whole for any lost time in connection with the condition. If after the investigation the Company does not agree that an Unsafe Condition exists, the Union has the right to present a grievance in writing to the appropriate Company representative and thereafter the employee shall continue to be relieved from duty on that job. The grievance will be presented without delay directly to the Board of Arbitration, which will determine whether the employee acted in good faith in refusing the work and whether the Unsafe Condition was in fact present. 3.C.3

SECTION 3 - D - Right to Adequate Personal Protective Equipment

4. No employee who in good faith exercises their rights under this Section will be disciplined for doing so. 3.C.4
5. If the Board of Arbitration determines that an Unsafe Condition within the meaning of this Section 3-C exists, it shall order that the Condition be corrected and that the correction occur before the employee returns to work on the job in question and the employee shall be made whole for any lost earnings. 3.C.5

D. The Right to Adequate Personal Protective Equipment

1. The Company will provide, without cost to the employee, effective protective equipment in good working order when required by law or regulation or when necessary to protect employees from injury or illness. Such equipment includes, but is not limited to, goggles, hard hats, safety glasses, hearing protectors, face shields, respirators, special-purpose gloves, protective clothing, safety shoes and harnesses. The Company may assess a fair charge to cover loss or willful destruction by the employee. 3.D.1
2. The Company will provide active employees with approved safety shoes or reimburse such employees for the cost of approved safety shoes on a replacement basis provided employees surrender worn safety shoes to the Company. The Company will provide the Safety Coordinator with updated lists of approved safety shoes. 3.D.2

E. The Right to Safety and Health Training

1. All employees will be provided with periodic safety and health training. In addition, before the initial assignment to a particular job, 3.E.1

SECTION 3 - F - Right to a Proper Medical Program for Workplace Injuries and Illnesses

employees will receive training on the nature of the operation or process; the hazards of the job; controls in place; safe working procedures and the reasons for them; the purpose, use and limitations of the required personal protective equipment; and other controls or precautions associated with the job. Such training will also be provided when the job changes in a way that affects the nature or severity of the hazards.

2. All safety and health training programs will be discussed with the Union. The Company will make a reasonable effort to use qualified bargaining unit employees identified by the Local Union President as trainers and will instruct trainers in effective teaching techniques. Upon request, the Union's Health, Safety and Environment Department (Union Safety Department) will be provided with a copy of all safety and health training materials and be afforded the opportunity to review the training. 3.E.2

F. The Right to a Proper Medical Program for Workplace Injuries and Illnesses

1. The Company will provide first aid equipment and trained personnel in close proximity to each of its Plants. The Company will provide employees who are seriously injured on the job with prompt emergency transportation to an appropriate treatment facility and return transportation to the Plant. 3.F.1
2. An employee who, as a result of an occupational injury or illness, is unable to return to their assigned job for the balance of the shift on which they were injured will be paid any earnings lost on that shift. 3.F.2
3. The Company will make medical screening for occupational illnesses available to em- 3.F.3

employees or retirees (who work or retire after the Effective Date) where a government agency requires screening.

4. The Company will not require any employee to submit to any medical test or answer any medical history question that is not related to the employee's ability to perform their job. 3.F.4
5. The Company will maintain the privacy of reports of medical examinations of its employees and will only furnish such reports to a physician designated by the employee with 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 by a governmental agency authorized by law to obtain such reports and in arbitration or litigation of any claim or action involving the Company and the employee. Upon written request by the employee, the Company will provide the employee with a copy of the employee's medical records at no cost to the employee. All medical examinations will be conducted by or under the supervision of a licensed physician. 3.F.5
6. If a Company physician detects a medical condition that requires further medical attention, they will advise the employee of such condition. 3.F.6

G. Appointment of Safety Coordinator

1. The Company agrees to create a full-time Safety Coordinator assignment. The Safety Coordinator shall be an employee covered by this Agreement selected by the Local Union President and subject to the reasonable approval of the Company. It is 3.G.1

understood that the Safety Coordinator will not hold positions with the Union such as President, Vice-President, or grievance representative.

2. The Safety Coordinator shall be paid the Labor Grade 4 rate of pay and will retain seniority rights to their incumbent position. The Safety Coordinator will be reimbursed for reasonable expenses associated with their responsibilities consistent with established Company policies. 3.G.2
3. The Parties agree that the following qualifications and responsibilities shall be applicable to the Safety Coordinator assignment. 3.G.3

Qualifications

The Safety Coordinator must have a minimum of 5 years of plant experience or other equivalent industrial safety experience and/or knowledge. 3.G.4

General Description of Responsibilities

- Interface with the Safety Manager and attend general Safety Department meetings to discuss and share information. 3.G.5
- Work in conjunction with the Safety Manager and Safety Department on those items set forth below: 3.G.6
 - Assist the Safety Department in safety related survey/assessment work activities. 3.G.7
 - Participate in formal safety audits and housekeeping inspections. 3.G.8
 - Participate in work place investigations of incidents. 3.G.9
 - Participate in the formal review of safety programs (e.g., Standard Practice) and provide input to the Safety Manager. 3.G.10

- Participate in safety equipment inspections (e.g., fall protection equipment, eye washes/safety showers, safety glass fitting, etc), based on the needs/requirement of the Plants. 3.G.11
- Interface with the work force to facilitate safety program success. 3.G.12
- Provide input on Hazard Assessment reviews. 3.G.13
- Participate in Safety and Operating Inspection (SOI) reviews. 3.G.14
- Assist the Safety Department to address industrial hygiene and ergonomic issues. 3.G.15
- Assess qualifications to perform job tasks safely and provide recommendations. 3.G.16
- Function as the primary liaison between the Company and Union with respect to implementation of safety programs and safety training at the Plants covered by this Agreement. 3.G.17
- Provide insight on Union safety concerns. 3.G.18
- Participate in resolving matters related to refusal to work pursuant to Section 3-C. 3.G.19

H. Joint Safety and Health Committee

1. The Parties will create a Joint Safety and Health Committee for the Plants covered by this Agreement consisting of the Safety Coordinator and two (2) employees designated by the Local Union President. The Safety Manager and two (2) management employees designated by the Company shall also serve on the Committee. 3.H.1
2. The Committee shall meet as needed, but not less than monthly, to discuss safety concerns and safety programs at the 3.H.2

Plants. The Committee may also perform safety inspections and/or audits as agreed to by the Local Parties.

- 3. The Committee may not file or process a grievance. 3.H.3

I. Carbon Monoxide Control, Toxic Substances and Harmful Physical Agents

- 1. The Company will routinely perform engineering surveys of hazards, periodic in-plant industrial hygiene sampling and testing for harmful physical agents at each location covered by this Agreement. The survey, to be conducted by qualified personnel, will list locations from which significant amounts of carbon monoxide, toxic substances and harmful physical agents could escape, the conditions which might cause such a release, and the steps necessary to minimize or control the hazard. The survey will be updated annually and whenever significant changes are made to the gas-handling system or procedure. 3.1.1

- 2. Based on sampling and surveys, the Company will implement a program for the control of such hazards including engineering and equipment changes necessary to eliminate or reduce the hazards identified in the survey; necessary amendments to safe job procedures; the installation and regular testing of fixed automatic monitors equipped with alarms; the use of portable monitors; regular inspection and maintenance of testing equipment; provision of an adequate number of approved breathing apparatus appropriate for emergency operations and in locations readily accessible to employees; employee training including regular drills; an emergency rescue pro-

gram with appropriate rescue and trained personnel; and the investigation of all incidents which involve the accidental releases of such hazards, cause an alarm to trigger or result in an elevated level of carboxyhemoglobin in any exposed person.

J. General Safety Provisions.

1. The Company will establish a program to identify ergonomic risks in the Plants and recommend controls. 3.J.1
2. The Company has the exclusive legal responsibility for safety and health conditions in the Plants and for environmental matters. Neither the Union nor its representatives, officers, employees or agents will in any way be liable for any work-related injuries or illnesses or for any environmental pollution that may occur. 3.J.2
3. No employee will be disciplined or discriminated against in any way solely for suffering an injury or illness or for reporting an accident in good faith. The Company will not establish any program, policy, practice or work rule that is likely to discourage employees from reporting accidents, injuries or illnesses. 3.J.3
4. If the Company requires an employee to testify at the formal investigation into the causes of an accident or disabling injury, the employee will be advised that he or she may have a Union representative present at the proceedings. The Union will be furnished with a copy of such record as is made of the employee's testimony. 3.J.4

Section 4: Responsibilities of the Parties

A. Non-Discrimination

1. The provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, disability, veterans disability, status as a veteran, sex (except where sex or age is a bona fide occupational qualification), age, citizenship or immigration status, except as permitted by law. Harassment on the basis of any of the categories listed above may be considered discrimination under this Section 4-A. 4.A.1
2. The Company shall not retaliate against an employee who complains of discrimination or who is a witness to discrimination. 4.A.2
3. There shall be no interference with the right of employees to become or continue as members of the Union and there shall be no discrimination, restraint or coercion against any employee because of membership in the Union. 4.A.3
4. The right of the Company to discipline an employee for a violation of this Agreement shall be limited to the failure of such employee to discharge his or her responsibilities as an employee and may not in any way be based upon the failure of such employee to discharge his or her responsibilities as a representative or officer of the Union. The Union has the exclusive right to discipline its officers and representatives. The Company has the exclusive right to discipline its officers, representatives and employees. 4.A.4
5. Nothing herein shall be construed to in any way deprive any employee of any right or forum under public law. 4.A.5

B. Civil Rights Committee

1. A Joint Committee on Civil Rights (Joint Committee) shall be established for the Plants covered by this Agreement. The Local Union President/Unit Chair shall appoint three (3) members to the Committee. The Company shall appoint an equal number of members. The Parties shall provide each other with updated lists of the members of the Joint Committee.
 - 4.B.1
 - 4.B.2
2. The Joint Committee shall meet as necessary and shall review and investigate matters involving Civil Rights and attempt to resolve them.
 - 4.B.3
3. The Joint Committee shall not displace the normal operation of the grievance procedure or any other right or remedy and shall have no jurisdiction over initiating, filing or processing grievances.
 - 4.B.4
4. In the event an employee or Union representative on the Joint Committee brings a complaint to the Joint Committee, the right to bring a grievance on the matter shall be preserved in accordance with the following:
 - a. The complaint must be brought to the attention of the Joint Committee within the same timeframe that a complaint must be filed in the first step of the grievance procedure.
 - 4.B.6
 - b. The employee must provide the Joint Committee with at least sixty (60) days to attempt to resolve the matter.
 - 4.B.7
 - c. At any time thereafter, if the Joint Committee has not yet resolved the matter, the employee may request that the Grievance Chair file it as a grievance in second step of the grievance procedure.
 - 4.B.8

ture, and upon such filing the Joint Committee shall have no further jurisdiction over the matter.

- d. If the Joint Committee proposes a resolution of the matter and the employee is not satisfied with such resolution, the Grievance Committee Chair may file a grievance in the second step of the grievance procedure, provided such filing is made within thirty (30) days of the employee being made aware of the Joint Committee's proposed resolution.

C. Workplace Harassment, Awareness and Prevention

1. The Company will provide ongoing harassment awareness and prevention training to its employees.
2. The Company will provide members of the Joint Civil Rights Committee with training in matters relevant to this provision within six (6) months of the Effective Date of the Agreement.

D. Prohibition on Strikes and Lockouts

1. There shall be no strikes or work stoppages or the interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.
2. The applicable procedures of this Agreement will be followed for the settlement of all complaints or grievances.
3. There shall be no lockouts.
4. There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein.

5. There shall be no Union activity on Company time. Discussion of Union matters by employees during authorized work breaks, which is not disruptive to Company business, shall not be deemed to be prohibited activity. 4.D.5

E. No Discipline for Wage Garnishments

- No employee shall be disciplined for having their wages garnished. 4.E.1

Section 5: Workplace Procedures

A. Local Working Conditions

1. The term Local Working Conditions as used in this Section 5-A means specific practices or customs which reflect detailed applications of matters within the scope of wages, hours of work or other conditions of employment, including local agreements, written or oral, on such matters. It is recognized that it is impracticable to set forth in this Agreement all of these working conditions, which are of a local nature only, or to state specifically in this Agreement which of these matters should be changed or eliminated. The provisions set forth below provide general principles and procedures which explain the status of these matters and furnish necessary guideposts. Any arbitration arising under this Section 5-A shall be handled on a case-by-case basis. 5.A.1
2. In no case shall Local Working Conditions deprive an employee of rights under this Agreement and the conditions shall be changed or eliminated to provide the benefits established by this Agreement. 5.A.2
3. Should there be any Local Working Conditions in effect which provide benefits that are in excess of, or in addition to, but not in 5.A.3

conflict with benefits established by this Agreement, they shall remain in effect for the term of this Agreement, except as they are changed or eliminated by mutual agreement or in accordance with Paragraph 4 below.

4. The Company shall have the right to change or eliminate any Local Working Condition if the basis for the existence of the Local Working Condition is changed or eliminated, thereby making it unnecessary to continue such Local Working Condition. 5.A.4

5. No Local Working Condition shall be established or continued which changes or modifies any provision of this Agreement, except as it is approved in writing by the Chairs of the respective Negotiating Committees. 5.A.5

6. Additional Requirements

a. All future Local Working Conditions must be reduced to writing and signed by the Plant Manager and the Local Union President/Unit Chair. 5.A.6

b. A Local Working Condition established prior to the Effective Date of the 2008 Basic Labor Agreement which would interfere with the attainment of the Workplace Restructuring Objective set forth in Appendix C-1: Workplace Restructuring and Productivity will be eliminated or modified as appropriate. Those Local Working Conditions unaffected by the foregoing will be preserved. 5.A.7

B. Hours of Work

1. Normal Workday and Work Week.

a. The normal workday shall be any regularly scheduled consecutive twenty-four 5.B.1

(24) hour period comprising eight (8) consecutive hours of work and sixteen (16) consecutive hours of rest.

- b. The normal work week shall be five (5) consecutive workdays beginning on the first day of any seven (7)-consecutive-day period. The seven (7)-consecutive-day period is a period of one hundred and sixty-eight (168) consecutive hours and may begin on any day of the calendar week and extend into the next calendar week. On shift changes, the one hundred and sixty-eight (168) consecutive hours may become one hundred and fifty-two (152) consecutive hours depending upon the changes in the shift. 5.B.2

- c. Nothing in this Section 5-B shall be interpreted as eliminating scheduling patterns in use prior to the Effective Date of the 2008 Basic Labor Agreement. 5.B.3

2. Schedules

- a. Schedules showing employees' work days shall be posted or otherwise made known to employees not later than Friday of the week proceeding the calendar week in which the schedule becomes effective. The Company will establish a procedure affording any employee whose last scheduled turn ends prior to the posting of their schedule for the following week an opportunity to obtain information relating to their next scheduled turn. This procedure will also be applicable with respect to employees returning from vacation. 5.B.4

- b. Employees shall be paid for all shifts, which are part of their originally posted 5.B.5

schedule, unless an employee fails to work as scheduled for reasons such as disciplinary time off, absenteeism or report-off time for Union business.

- c. All shifts not included on the originally posted schedule shall be considered overtime shifts, except to the extent that such shifts are worked at the request of or with the consent of the employee. 5.B.6
- d. The terms set forth above shall not apply in the event of a schedule change after Friday of the week proceeding the calendar week in which the schedule becomes effective, if, matters beyond the control of the Company necessitate such change. 5.B.7
- e. Alternative Work Schedule 5.B.8
 - i) The Company may adopt Alternative Work Schedules ("AWS") consisting of ten (10) or twelve (12) hours per day scheduling with the approval of the Local Union President/Unit Chair and the Grievance Chair and sixty percent (60%) of the employees who are impacted by the alternative schedule. 5.B.8
 - ii) Approval of the alternative work schedule may be revoked at any time more than six (6) months after its implementation by a simple majority vote of the employees who are impacted by that schedule. Following such revocation, the Company shall reinstate a normal schedule as promptly as possible. 5.B.9
- f. The Parties recognize that schedules that regularly require a substantial level 5.B.10

of overtime are undesirable and should be avoided where possible.

- g. The Company will consider an employee's request to be excused from overtime work and shall accommodate those requests which are practicable and reasonable under the circumstances. 5.B.11

3. Full Week and Full Day Guarantee

- a. An employee scheduled to work will receive, during a payroll week, an opportunity to earn at least forty (40) hours of pay (including hours paid for but not worked, work opportunities declined by the employee, disciplinary time off, absenteeism and report-off time for Union business, but excluding overtime pay and premium pay). An employee on an approved leave of absence or disability during any payroll week shall be considered as having been provided the opportunity for this guarantee during any such week, it being understood that the pay, if any, that such an employee is entitled to receive while on approved leave of absence or disability is that provided by applicable law or the Agreement, not the earning opportunity set forth in this Paragraph 3. The Company and Union may mutually agree to reduce the Full Week Guarantee to thirty-two (32) hours per week. Such mutual agreement may be revoked by either Party with fourteen (14) days written notice. 5.B.12
- b. An employee who is required to report and reports to work shall be paid for the greater of (a) eight (8) hours or (b) the hours actually worked, except as pro- 5.B.13

vided in other Sections of this Agreement or in cases where the employee works less than eight (8) hours or the actual hours scheduled, as a result of the employee voluntarily leaving work or as a result of disciplinary action.

c. The provisions of this Paragraph 3 shall not apply in the event that:

i) Strikes, work stoppages or acts of God interfere with work being provided; or

ii) An employee is not put to work, either at their request or due to their own fault; or

iii) An employee fails to accept an assignment or reassignment.

4. Absenteeism

a. It is expected that employees shall adhere to their schedule. When an employee has just cause to be late for or absent from work, he or she shall as promptly as possible, contact the designated person and provide the pertinent facts and when the employee expects to return to work.

b. Reasonable rules for the implementation of these provisions shall be developed by the Company and made known to employees. Such rules will not deprive any employee of any rights otherwise provided by this Agreement and shall be reasonably applied.

C. Overtime

Notwithstanding any other provision in the Basic Labor Agreement, this Section 5-C provides the sole basis for the calculation and/or payment of overtime.

1. Definitions

- a. The payroll week shall consist of seven (7) consecutive days beginning at 12:01 a.m., Sunday or at the shift-changing hour nearest to that time. 5.C.2
- b. The workday for the purpose of this Section 5-C is the twenty-four (24) hour period beginning with the time the employee is scheduled to begin work. 5.C.3

2. Conditions under which overtime rates shall be paid

Unless worked pursuant to an agreed upon Alternative Work Schedule overtime at the rate of one and one-half (1 ½) times the Base Rate of Pay shall be paid for: 5.C.4

- a. hours worked in excess of eight (8) hours in a workday; 5.C.5
- b. hours worked in excess of forty (40) hours in a payroll week; 5.C.6
- c. Hours worked on the sixth (6th) or seventh (7th) workday of a seven (7)-consecutive-day period during which the first five (5) days were worked, whether or not all of such days fall within the same payroll week, provided, however, that no overtime will be due under such circumstances unless the employee shall notify their foreman in writing on forms furnished by the Company of a claim for overtime within a period of ten (10) days, excluding Saturdays, Sundays and holidays, after such sixth (6th) or seventh (7th) day is worked; and provided further that on shift changes the seven (7)-consecutive-day period of one hundred and sixty-eight (168) consecutive hours may become one hun-

dred and fifty-two (152) consecutive hours depending upon the change in shift. The Local Parties may continue schedules and schedule patterns in effect prior to the Effective Date of the 2008 BLA which currently does not require the payment of sixth (6th) or seventh (7th) day overtime without the requirement to pay such overtime.

3. Holidays

Recognized holidays, whether or not worked, shall be counted as a day worked in determining overtime; however, worked holidays shall only be paid as specified in Section 10-A (Holidays).

5.C.8

4. No duplication

Overtime shall not be duplicated by using the same hours paid at overtime rates more than once for the purposes of calculating overtime payments.

5.C.9

D. Testing

1. Where tests are used as an aid in making determinations of the qualifications of an employee, such a test must in all events:

5.D.1

a. be job related;

5.D.2

b. comply with Section 4-A (Non-Discrimination);

5.D.3

c. be uniformly applied within each respective Plant; and

5.D.4

d. employ a passing grade that is no higher than that required to establish ability to perform the work.

5.D.5

2. A job related test, whether oral, written or in the form of an actual work demonstration, is one which measures whether an

5.D.6

employee can satisfactorily meet the specific requirements of that job including the ability to absorb any training which may necessarily be provided in connection with that job.

3. Testing procedures shall in all cases include notification to an employee of any deficiencies and an offer to counsel how to overcome the deficiencies. 5.D.7

4. Where, in accordance with this Agreement, a test is used by the Company as an aid in making a determination of the employee's ability to perform the work and where the use of the test is challenged in the grievance procedure, the following shall pertain: 5.D.8

- a. The Company will furnish to a designated representative of the International Union either the test itself or examples of test questions, certified by a testing agency as equivalent in any relevant respects to questions used in the disputed test and sufficient in number to evaluate the test, and all such background and related materials as may be relevant and available. In cases where all or part of the test is non-written, a complete description of the test shall be provided along with all such background and related materials as may be relevant and available. 5.D.9

- b. All such test questions and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such test questions and materials may be disclosed to an expert in the testing field for the purpose of preparing the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to 5.D.10

that step. All test questions and materials will be returned to the Company following resolution of the dispute.

- c. Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in confidence and will not be copied or otherwise published. 5.D.11

E. Manning of New Facilities

- 1. In the event a new facility in an existing Plant must be manned, the Local Parties shall meet and seek agreement on the most efficient manner and process for filling vacancies at the new facility consistent with Section 11 (Seniority): 5.E.1

- 2. Should the Local Parties fail to reach agreement on the manner and process for filling vacancies, such vacancies shall be filled by qualified employees who apply for such jobs using the seniority factors in Section 11 (Seniority) pursuant to the following order: 5.E.2

- a. employees displaced from any facility being replaced in the Plant by new facilities, 5.E.3

- b. employees presently on layoff from like facilities in the Plant, 5.E.4

- c. employees otherwise displaced as a result of the installation of the new facilities, and 5.E.5

- d. any other employees on layoff 5.E.6

F. Management Rights

The Company retains the exclusive rights to manage the business and Plants, to direct the working forces, and to contract out work. The 5.F.1

Company, in the exercise of its rights, shall observe the provisions of this Agreement.

The rights to manage the business and Plants and to direct the working forces include the right to hire, suspend or discharge for proper cause, or transfer, and the right to relieve employees from duty because of lack of work or for other legitimate reasons.

5.F.2

Section 6: Adjustment of Grievances

A. Grievance Procedure

1. Purpose

a. Should any differences arise between the Company and the Union as to the interpretation or application of, or compliance with, the provisions of this or any other agreement between the Company and the Union, prompt and earnest efforts shall be made to settle them under the following provisions.

6.A.1

b. An employee may informally discuss a complaint with their supervisor with or without their Grievance Committee person being present to seek resolution of the complaint.

6.A.2

2. Definitions

a. Grievance shall mean a dispute by an employee or the Union, if applicable, which involves the interpretation or application of, or compliance with, the provisions of this or any other agreement between the Company and the Union.

6.A.3

b. Day as used in this Section shall mean a calendar day, excluding Saturdays, Sundays and holidays.

6.A.4

3. Step 1

- a. An employee wishing to file a Grievance must have the Union Grievance Chair or designated Grievance Committeeperson submit such in writing to Labor Relations, on form(s) provided by the Company, within fifteen (15) days of the date on which the employee first knew or should have known of the facts or events upon which such Grievance is based. At the time of filing, the Labor Relations Department shall date the Grievance form and return a completed copy to the Union. The Grievance must include the following:
- i) a statement of the Grievance, 6.A.5
 - ii) a summary of the facts including dates giving rise to the Grievance, 6.A.6
 - iii) provisions of the Agreement allegedly violated, 6.A.7
 - iv) a statement of the remedy requested, 6.A.8
 - v) the employee's signature and badge number, and 6.A.9
 - vi) the signature of the Union Grievance Chair or designated Grievance Committeeperson. 6.A.10
- b. Such Grievance shall be discussed by the Grievance Committee and Labor Relations at the earliest mutually agreed to Step 1 Grievance Meeting ("Step 1 Meeting"). Either Party may call employees of the Company as witnesses. Both Parties will take reasonable efforts to ensure witnesses with relevant information attend the Step 1 Meeting. 6.A.11

- c. The Company shall provide the Grievance Chair with a written response ("Step 1 Answer") to the Grievance within ten (10) days of the Step 1 Meeting. 6.A.13
4. Step 2
- a. The Grievance Chair shall inform the Company within ten (10) days after receipt of the Step 1 Answer, whether the Union accepts or rejects the Step 1 Answer. Should the Union reject the Step 1 Answer, the Union shall, within five (5) days following notification to the Company of the Union's rejection of the Step 1 Answer, provide the Company and International Representative ("International Representative") its written record ("Union Record") of the Grievance in order to appeal the Grievance to Step 2. The Union Record shall include: 6.A.14
- i) the date and place of the meeting; 6.A.15
 - ii) names and positions of those present; 6.A.16
 - iii) the number and description of the Grievance discussed; 6.A.17
 - iv) a summary of pertinent facts, evidence, and testimony; 6.A.18
 - v) pertinent documents attached to or cited in the Union Record; and 6.A.19
 - vi) a statement of the Local Union's position and arguments. 6.A.20
- b. The Company shall send its responsive written record ("Company Record"), which shall include the equivalent items required in the Union Record, to the Local Union and the designated International Union Representative ("Inter- 6.A.21

- national Representative") within ten (10) days of receipt of the Union Record.
- c. The Company Record and Union Record along with the Grievance and other relevant documents identified by the Local Parties shall serve as the Grievance Record. 6.A.22
- d. Should the International Representative decide to appeal the Company's Step 1 Answer, he or she shall notify the Company in writing of such appeal within ten (10) days of the receipt of the Company Record. 6.A.23
- e. The International Representative, the Grievance Chair and the Company Step 2 Representative shall meet at a mutually acceptable time to discuss the Grievance ("Step 2 Meeting"). 6.A.24
- f. Following the Step 2 Meeting, the Company shall within ten (10) days send the Local Union and the International Representative the Company's Step 2 Answer. 6.A.25
- g. The International Representative may appeal a Grievance not resolved in Step 2 to arbitration by sending a written notice to the Company within ten (10) days of receipt of the Company's Step 2 Answer. 6.A.26
- h. With respect to discipline cases not resolved in Step 2 involving suspensions of ten (10) days or less the International Representative shall appeal the Grievance to Mini-Arbitration pursuant to procedures provided in Section 6-C below. 6.A.27
5. General Provisions
- a. The Parties shall provide each other 6.A.28

with updated written lists of their Step 1 and Step 2 representatives who shall have the authority to settle Grievances at their respective steps and, for the grieving Party, to withdraw or appeal such Grievances.

- b. At each Step of the Grievance procedure the Parties shall provide a full and detailed statement of the facts and provisions of the Agreement relied upon and the grieving Party shall provide the remedy sought. Facts, provisions or remedies not disclosed prior to Arbitration may not be presented in Arbitration. 6.A.29
- c. The settlement or withdrawal of a Grievance prior to Arbitration shall be without precedent or prejudice to either Party's position unless agreed otherwise. 6.A.30
- d. Except as otherwise provided in the BLA, all Grievances shall be initiated in Step 1 and Grievances which are not initiated in the proper step shall be referred to Step 1 for processing. 6.A.31
- e. A single Grievance may be processed with the facts of alleged additional violations presented as well, in order to avoid the necessity of filing multiple Grievances on the same subject or event or concerning the same alleged contract violation which occurred on different occasions. Additional claimants shall sign a special form to be supplied by the Company for this purpose and attached to the Step 1 Grievance when filed. When the original Grievance is resolved, the additional claims shall be reviewed in light of the resolved Grievance. If the additional claims are 6.A.32

not settled, they shall be considered as Grievances and processed accordingly.

- f. Any Grievance filed directly in Step 2 shall be initiated within fifteen (15) days of the date on which the employee or Union first knew or should have known of the facts or events upon which such Grievance is based. 6.A.33
- g. In the case of a Grievance that involves a large group of employees, the Union shall select a reasonable number who may participate in any discussion of the Grievance. 6.A.34
- h. Following the filing of a Grievance, neither Party shall seek to enforce the time limits in Step 1 or Step 2, unless the appropriate representative of the defaulting Party is notified in writing and provided not less than six (6) days, to take the required action. Should the defaulting party not take appropriate action to correct the default within six (6) days, the matter will be considered resolved in the non-defaulting Party's favor. By mutual agreement and for good cause, reasonable extensions of time will be given to either Party. An agreement to such extension of time shall not be unreasonably denied. 6.A.35
- i. No employee shall be required to submit to a lie detector test. The results of lie detector tests will not be used by the Company or the Union. 6.A.36
- j. Notwithstanding anything to the contrary, the Grievance procedure may be utilized by the Union with or without an individual grievant to allege a violation of the obligations of the Company to the 6.A.37

Union. Such Grievances shall be filed in Step 2.

k. In the event an employee dies, the Union may process his or her Grievance on behalf of his or her heirs. 6.A.38

l. The Chair of the Union Negotiating Committee, the District Director and the International Representative shall have access to the Plants, subject to established rules of the Plant, at reasonable times to investigate issues involving Grievances with which they are concerned. 6.A.39

6. Grievance Committee

a. The Union shall provide the Company with an updated written list of individuals who comprise its Grievance Committee, including a chair and a secretary. There shall be one (1) Grievance Committee for the Plants covered by this Agreement and the number of members on the Committee shall be agreed upon by the Manager of Employee Relations and the Local Union President but in no case shall there be less than three (3) nor more than ten (10) members, in addition to the Chair and Secretary, and no more than one member of the Committee shall be from any one department (excluding the Grievance Chair and the secretary). 6.A.40

b. Committee members will be afforded time off upon reasonable notice and approval to: 6.A.41

i) attend scheduled committee meetings; 6.A.42

ii) attend meetings pertaining to suspension or discharge or other mat- 6.A.43

ters which cannot reasonably be delayed; and

- iii) visit departments at reasonable times for the purpose of transacting the legitimate business of the Grievance Committee on non-Company time, after notice to the head of the department to be visited and after reasonably granted permission from his or her own department head if the Grievance Committee member is at work.

6.A.44

- c. Where the Grievance Committee so decides, an Assistant Griever may be designated to aid the Committee. The Union shall provide the Company with an updated written list of such individuals, not to exceed one (1) for every 150 employees. Each Assistant Griever shall:

6.A.45

- i) be limited to the handling of Grievances in Step 1 within the Plant unit represented by him or her; and
- ii) upon reasonable notice to and reasonable approval by his or her immediate supervisor, be afforded time off to investigate the facts essential to the settlement of any Grievances.

6.A.46

6.A.47

B. Discipline Procedure

1. Suspensions and Discharges

- a. The Company shall give written notice of the discipline to the affected employee. A copy of the discipline notice shall be promptly furnished to such employee's Grievance Committee person.

6.B.1

- b. An employee who has received a suspension of not more than four (4) days may grieve the suspension by filing a Grievance in Step 1 of the Grievance Procedure described in Section 6-A within five (5) days of receiving notice of the suspension. 6.B.2

- c. An employee may request a preliminary hearing for discharge or a suspension of greater than five (5) days. The hearing shall be held within five (5) days of such request unless the Local Parties agree otherwise. The employee may choose to have a Grievance Committeeperson present at the hearing. The Parties shall discuss the pertinent facts concerning the discipline at the preliminary hearing. 6.B.3

- d. After the preliminary hearing, or if no such hearing is requested, the Company may affirm, revoke, extend, or modify the discipline or convert a suspension to a discharge. The Company shall provide notice of its decision to the affected employee and the Grievance Chair within five (5) days of the preliminary hearing, or, if no hearing is requested, within five (5) days of the expiration of the time to request such hearing. 6.B.4

- e. The affected employee may grieve such suspension or discharge within five (5) days of receiving notice of the Company's decision. Thereafter, the Grievance will be processed in accordance with the Grievance Procedure described in Section 6-A. 6.B.5

2. Justice and Dignity

- a. In the event the Company imposes a discharge and the employee files a Grievance within five (5) days after receiving notice of the discharge, or, if a preliminary hearing is requested, within five (5) days of receiving the Company's notice of its decision, the affected employee shall remain on the job to which their seniority entitles them until there is a final determination on the merits of the case. 6.B.7
- b. When a discharged employee is retained at work pursuant to this Paragraph 2 and is discharged again for a second offense, the employee will no longer be eligible to be retained at work. 6.B.8
- c. When an employee is retained pursuant to this Paragraph 2 and the employee's discharge is finally held to be for proper cause, the removal of the employee from the active rolls shall be effective for all purposes as of the final resolution of the Grievance. 6.B.9
- d. This Paragraph 2 will not apply to suspensions and cases involving offenses which endanger the safety of employees or the Plants and its equipment, including, but not limited to, use, possession and/or distribution on Company property of drugs, narcotics and/or alcoholic beverages; possession of firearms or weapons on Company property; destruction of Company property; insubordination as endangers the safety of other employees or members of supervision or the Plants and their equipment; threatening bodily harm to, and/or striking another employee; theft; violation of a last 6.B.10

chance agreement; or activities prohibited by Section 4-D (Prohibition on Strikes and Lockouts).

3. General Discipline Provisions

- a. An employee who is summoned to meet with a Company representative for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by a Union Representative. Such meeting may be delayed for the time necessary to secure attendance of a Union Representative. 6.B.11
- b. The Company will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred three (3) or more years prior to the date of the event which is the subject of the suspension or discharge. 6.B.12
- c. Should the Board of Arbitration determine that an employee has been suspended or discharged without proper cause, the Arbitrator shall have the authority to modify the discipline and fashion a remedy warranted by the facts. 6.B.13
- d. Notwithstanding anything to the contrary, any unresolved Grievances protesting written warnings or suspensions for an employee must be resolved through the Grievance Procedure or Mini-Arbitration Procedure before a Grievance protesting a suspension within the jurisdiction of the Board of Arbitration or discharge for the same employee may be arbitrated. 6.B.14

C. Mini-Arbitration Procedure

- 1. Notwithstanding any other provision of this Agreement, the following Mini-Arbitration 6.C.1

procedure is designed to provide prompt and efficient handling of Grievances concerning written reprimands or suspensions of ten (10) days or less, excluding discipline for activities prohibited by Section 4-D.

2. The Mini-Arbitration procedure shall be agreed to by the Local Parties and implemented in light of the circumstances existing at the Plants covered by this Agreement, with due regard to the following:
 - 6.C.2 a. The International Representative of the Union designated pursuant to the Basic Labor Agreement may appeal a Grievance by written notice served simultaneously on the Administrative Secretary of the area panel and the Company's Step 2 Representative within ten (10) calendar days of receipt of the Company Step 2 Answer. If the Grievance is not so appealed to the Mini-Arbitration Procedure, it shall be considered withdrawn.
 - 6.C.3 b. Hearings shall be held as mutually agreed. The Administrative Secretary of the area panel shall schedule the hearing at a date, time and place, mutually agreed to by the Parties. Thereafter the rules of procedure for Mini-Arbitration shall apply.
 - 6.C.4
3. The hearings shall be conducted in accordance with the following:
 - 6.C.5 a. The hearing shall be informal.
 - 6.C.6 b. No briefs shall be filed or transcripts made.
 - 6.C.7 c. There shall be no formal evidence rules.
 - 6.C.8 d. Each Party's case shall be presented by
 - 6.C.9

a previously designated representative.

- e. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him or her by the representatives of the Parties. In all respects, he or she shall assure that the hearing is a fair one. 6.C.10
- f. If the Arbitrator or the Parties conclude at the hearing that the issues involved are of such complexity or significance as to require further consideration by the Parties, the case shall be referred back to the Step 2 and it shall be processed as though appealed on such date. 6.C.11
- 4. The Arbitrator shall issue a decision no later than five (5) days after conclusion of the hearing. The Arbitrator's decision shall be based on the records developed by the Parties before and at the hearing and shall include a brief written explanation of the basis for his or her conclusion. These decisions shall not be cited as a precedent in any discussion or at any step of the Grievance or arbitration procedure. Should it be determined by the Arbitrator that an employee has been suspended for proper cause, the Arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Company. 6.C.12
- 5. Any Grievance appealed to this Mini-Arbitration procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity. If the Union appeals a Grievance to the Board of Arbitration under circumstances where it is clear from the issue embodied in the Grievance that jurisdiction to resolve the Grievance lies solely within the Mini-Arbitration Procedure 6.C.13

and should the Board conclude that it lacks jurisdiction over the Grievance, the Union, after such award, may not thereafter appeal such Grievance to Mini-Arbitration; provided, however, that if it is unclear from the issue embodied in such Grievance whether jurisdiction to resolve the Grievance lies solely within the Mini-Arbitration Procedure, but the Board concludes that it lacks jurisdiction, the Union may appeal such Grievance to Mini-Arbitration within ten (10) days of the date of such award.

D. Board of Arbitration

1. The Parties shall adopt for the term of this Agreement the Board of Arbitration (the "Board"). 6.D.1
2. The Board shall have the authority to hear and decide any Grievance, appealed in accordance with this Section 6 as well as disputes concerning the Insurance Agreement, excluding Grievances subject to the Mini-Arbitration procedure. The Board shall not have jurisdiction or authority to add to, detract from or alter in any way the provisions of this Agreement or the Insurance Agreement. 6.D.2
3. A decision of the Board shall be final and binding upon the Company, the Union and all employees concerned. 6.D.3
4. Where the Parties are in disagreement with respect to the meaning and application of a decision, either Party may apply to the Board for a compliance hearing in accordance with rules that the Board shall prescribe. Such application shall be given priority and be resolved by the Board within thirty (30) days. 6.D.4
5. Expenses connected with the administra- 6.D.5

tion of the Board shall be shared equally by the Company and the Union.

6. If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption or impeding of work at any Plant or subdivision thereof, the Board shall refuse to consider or decide any cases concerning employees at such Plant involved in such violation while such activity is in effect. 6.D.6

E. Arbitration Hearings

1. Thirty (30) days prior to the start of each calendar quarter the Board shall provide the Parties with a calendar listing hearing dates for that quarter and be responsible for scheduling the hearings. 6.E.1
2. The hearings shall be scheduled as required at each location, as close to the Plant site as is reasonable. 6.E.2
3. On each hearing date the Parties shall, subject to the time available, attempt to present all cases scheduled for arbitration. The cases, unless agreed otherwise, shall be scheduled in the order in which they were appealed, provided that all pending discharge cases shall be scheduled first, and provided further that either Party may seek agreement from the other to have a case scheduled out of order for good cause, such request not to be unreasonably denied. 6.E.3
4. Failure to present a case at a scheduled hearing shall constitute withdrawal of the Grievance and failure to respond to a case when presented shall constitute granting of the Grievance and agreement to the remedy sought, provided that a hearing may be postponed once if the Board determines 6.E.4

that circumstances clearly require postponement. However, the Parties may agree to postpone a Grievance scheduled for arbitration.

F. Rules for Hearings

1. The Parties agree that the prompt resolution of cases brought to arbitration is of the highest importance. Therefore, arbitration hearings shall be heard in accordance with the following rules:
 - a. the hearing shall be informal; 6.F.2
 - b. pre-hearing briefs shall be filed in accordance with current practices, and post hearing briefs may be filed by agreement or by order of the Board following a request by either Party; 6.F.3
 - c. there shall be no transcripts made unless the Parties agree otherwise; 6.F.4
 - d. there shall be no formal evidence rules; 6.F.5
 - e. the arbitrator shall have the obligation of assuring that the hearing is, in all respects, fair; 6.F.6
 - f. the Board shall issue a decision no later than thirty (30) days after conclusion of the hearing. The decision shall include a brief written explanation of the basis for the conclusion; and 6.F.7
 - g. the Board shall adopt such other rules as it deems necessary. 6.F.8
2. The Company agrees that it shall not, in an arbitration proceeding, subpoena or call as a witness any bargaining unit employee or retiree. The Union agrees not to subpoena or call as a witness in such proceedings any non-bargaining unit employee or retiree. 6.F.9

3. The proposals made by each 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 arising under the provisions of the Basic Labor Agreement. 6.F.10

Section 7: Workforce Training Programs

A. Training

1. The Parties are committed to: 7.A.1
- a. The Company's workforce being sufficiently trained to perform all bargaining unit work. 7.A.2
 - b. Employees receiving sufficient training to allow for all reasonable opportunities to progress within the workforce and maximize their skills to the greatest extent possible. 7.A.3
2. The Company shall meet with the Union on a regular basis to discuss training needs and programs to develop the most efficient use of resources in meeting the commitment described in paragraph A above and the Restructuring Objective. 7.A.4
3. In recognition of the crucial role training will play in the restructured workplace at Texas Operations, Workforce Training Programs for bargaining unit employees will be funded by a contribution of \$0.15 for each hour worked by employees covered by this Agreement. The Parties will also seek and use funds from federal, state and local governmental agencies. 7.A.5

B. Training Coordinator

1. The Company agrees to create a full-time Training Coordinator assignment. The 7.B.1

Training Coordinator shall be an employee covered by this Agreement selected by the Local Union President and subject to the reasonable approval of the Company. It is understood that the Training Coordinator will not hold any recognized position with the Union such as an officer or grievance representative.

2. The Training Coordinator shall be paid the Labor Grade 4 rate of pay, and will retain seniority rights to his or her incumbent position. The Training Coordinator will be reimbursed for reasonable expenses associated with their responsibilities consistent with established Company policies. 7.B.2
3. The Parties agree the following responsibilities shall be applicable to the Training Coordinator assignment. 7.B.3

Primary Function:

Function as the Union's primary liaison with the Company with respect to the implementation of both standardized and Plant specific training programs and processes at the Plants covered by this Agreement. Reports to and participates as an active member of the Company's Training Department with respect to the coordination of training and development activities, processes and programs for bargaining unit employees. 7.B.4

General Description of Responsibilities

- Participate in the development and implementation of the Company's Maintenance Technician training and Learner programs including assistance with Learner counseling and the facilitation of "field" On-the-job-training ("OJT") 7.B.5

programs to ensure that Learners get quality OJT experiences.

- Assist in the assessment and development of training opportunities necessary to enhance the skill set of current Maintenance Technicians. 7.B.6
- Facilitate the development of training programs and processes necessary to assist those former "limited scope" maintenance employees who have elected to receive additional training pursuant to Appendix C-4. 7.B.7
- Work in conjunction with the Company's Training Department to perform Plant level or department specific needs analysis as necessary. 7.B.8
- Participate in the development and implementation of training matrices, programs and processes for functional cross training within the newly established LOP Job boxes. 7.B.9
- Facilitate recordkeeping requirements to insure that departmental job qualification records ("JQRs") and summaries are maintained and necessary ISO record keeping is maintained. 7.B.10
- Participate in the development and implementation of the Company's safety training programs and processes. 7.B.11
- Assist in identifying qualified bargaining unit employees for consideration as trainers or instructors to be utilized in the Company's training and development programs. 7.B.12
- Participate in Company outreach efforts to attract and identify external candidates for employment opportunities including cooperative programs with local 7.B.13

schools, trade programs and other educational and workforce development opportunities.

C. Maintenance Technician Learner Program

1. The Company agrees to implement its Maintenance Technician Learner Program ("Learner Program") for the Plants covered by this Agreement. 7.C.1

2. The Training Coordinator will be provided an opportunity to review Maintenance Technician Learner Programs at other USS facilities. 7.C.2

D. New Employee Orientation

1. The Company will continue the orientation of new employees hired into the bargaining unit during their probationary period. 7.D.1

2. The Local Union will be allotted a portion of the orientation to address new employees. 7.D.2

3. The Company will compensate new employees for participation in this orientation pursuant to local Plant understandings. 7.D.3

Section 8: Earnings Security

A. Employment Security

1. Objective

The Parties agree that it is in their mutual interest to provide all employees, who have at least three (3) years of Continuous Service, with the opportunity to earn at least forty (40) hours of pay each week. The protections afforded by this Section 8-A shall not apply to any employee affected by the permanent shut-down of a Plant or department, or a substantial portion thereof. 8.A.1

2. Layoff Minimization Plan

The Company agrees that, prior to implement- 8.A.2

ing any layoffs of employees with more than three (3) years of Continuous Service, it shall review and discuss with the Union:

- a. documentation of a clear and compelling business need for the layoffs (Need); 8.A.3
 - b. the impact of the layoffs on the bargaining unit, including the number of employees to be laid off and the duration of the layoffs (Impact); and 8.A.4
 - c. a Layoff Minimization Plan which shall address at least the following elements: 8.A.5
 - i) a reduction in the use of outside entities; 8.A.6
 - ii) the elimination of the purchase or use of steel from outside vendors that can be reasonably produced by the Company; 8.A.7
 - iii) the minimization of the use of overtime; 8.A.8
 - iv) a program of voluntary layoffs; 8.A.9
 - v) the use of productive alternate work assignments to reduce the number of layoffs; 8.A.10
 - vi) a meaningful program of shared sacrifice by management, including senior management; and 8.A.11
 - vii) any plan suggested by the Local Union to create the opportunity for employees to exercise seniority to bump junior employees on jobs within a pool of sufficient Labor Grade 1 positions to provide meaningful protection from long term layoff for senior employees. 8.A.12
3. Employee Protections
- Reference to the elements of a Layoff Minimization Plan in Paragraph 2 above shall 8.A.13

not be construed to impair in any way any protection afforded to employees under other provisions of this Agreement.

4. Union Response

The Union shall be provided with sufficient information to reach its own judgment on whether there is a Need, the appropriate Impact and to develop its own proposed Layoff Minimization Plan.

8.A.14

5. Dispute Resolution

a. In the event the Parties cannot reach agreement on whether there is a Need, the appropriate Impact and the terms of a Layoff Minimization Plan, the Company may implement its plan and the Union may submit their dispute to an expedited final offer arbitration under procedures to be developed by the Parties. If the Company lays off employees in violation of this Section 8-A, such employees shall be made whole.

8.A.15

b. The arbitrator's ruling shall address whether the Company demonstrated a Need and if it did, whose proposed Impact and Layoff Minimization Plan was more reasonable, given all the circumstances and the objectives of the Parties.

8.A.16

B. Supplemental Unemployment Benefits

1. Eligibility

An employee shall be eligible for a weekly Supplemental Unemployment Benefit (Weekly Benefit) for any week beginning on or after the Effective Date, if she or he:

8.B.1

a. has completed three (3) years of Continuous Service at the time of layoff;

8.B.2

b. is and remains an employee within the meaning of this Agreement;

8.B.3

- c. does not receive sickness and accident benefits or salary continuance under an agreement between the Company and the Union; 8.B.4
- d. does not receive vacation pay from the Company; 8.B.5
- e. has not refused suitable employment pursuant to other sections of this Agreement; 8.B.6
- f. is not on FMLA leave; 8.B.7
- g. applies for state unemployment benefits for the week and takes all reasonable steps to receive such benefits; provided, however, that this requirement will not apply if he or she has exhausted state unemployment benefits, *receives other compensation in an amount that disqualifies him/her for state unemployment benefits*, has insufficient employment to be covered by the state system, fails to qualify for state unemployment benefits because of a waiting week, is unable to work by reason of disability, or is participating in a federal training program; and 8.B.8
- h. either
 - i) is on layoff for any week in which, because of lack of work (not including layoff due to any strike, slowdown, work stoppage, picketing or concerted activity), he or she does not work at all for the Company; 8.B.9
 - ii) is on layoff during a Plant shutdown period and she or he is not entitled to vacation during the shutdown; or 8.B.10
 - iii) became disabled while on layoff and is not physically able to return to work. 8.B.11

2. Amount and Duration of Benefits

a. Weekly Benefits are equal to:

- i) forty (40) multiplied by the employee's Base Rate of Pay; and 8.B.12
- ii) the applicable percentage shown in the following table: 8.B.13

| Supplemental Unemployment Benefit Percentage | | | |
|---|--------------------------------------|-----------------|------------------|
| | Duration of Benefits, in Week | | |
| Continuous Service | 1 to 26 | 27 to 52 | 53 to 104 |
| 3 but less than 10 | 60% | 40% | 0% |
| 10 but less than 20 | 70% | 50% | 25% |
| 20 and over | 80% | 60% | 40% |

- b. Notwithstanding the above table, the duration of Weekly Benefits payable to an employee who becomes disabled while on layoff and is not physically able to return to work shall be limited to fifty-two (52) weeks beginning with the week the employee is recalled to work. 8.B.14
- c. The amount of a Weekly Benefit may be offset only by the amount of state unemployment benefits including dependency allowance, Trade Adjustment Allowance and any Excess Other Compensation, but in no event will the total Weekly Benefit be less than \$250.00 per week for the Duration of Benefits. 8.B.15
- d. Excess Other Compensation means any weekly earnings from an employer other than the Company in excess of the amount that would reduce the employee's state unemployment benefit to zero. The amount to be offset shall be \$1 for each \$2 of Excess Other Compensation. 8.B.16

3. Company Payment

The Company shall make reasonable calculations of Weekly Benefits and pay such benefits provided an employee provides ongoing documentation establishing his or her eligibility for such benefits. 8.B.17

4. Disputes

In the event an employee believes that his or her Weekly Benefit or eligibility determination has been made in error, the employee may file a grievance, as outlined in the grievance procedure of this Agreement. 8.B.18

5. Administration of the Plan

Subject to and in accordance with the terms and conditions outlined in this Section, the Company shall administer the Supplemental Unemployment Benefits Plan (Plan) and may prescribe reasonable rules and regulations. The costs of administering the Plan shall be borne by the Company. 8.B.19

6. Finality of Determination

The Company shall have the right to recover overpayments and correct underpayments to employees. However, any benefit determination shall become final six (6) months after the date on which it is made if (a) no dispute is then pending and (b) the Company has not given notice in writing of an error. The foregoing shall not prevent the Company from making a new benefit determination based on facts not previously known or information fraudulently furnished or withheld by an employee. 8.B.20

7. Termination

Notwithstanding the provisions of Section 1-B (Term of the Agreement), this Section 8-B and 8.B.21

the Plan on which it is based shall expire five (5) months after the Termination Date.

8. Documentation

The Parties shall adopt a mutually agreed upon Plan Brochure to provide an explanation of the benefits described in this Section.

8.B.22

C. Severance Allowance

1. Conditions of Allowance

When, in the sole judgment of the Company, it decides to discontinue permanently a department of the Lone Star 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 or she was not entitled to other employment with the Company under the provisions of Section 11 (Seniority) of this Agreement shall be entitled to a severance allowance in accordance with and subject to the following provisions. This Section 8-C, however, shall not apply in the event of permanent closing of the entire Plant.

8.C.1

2. Eligibility

a. Such an employee to be eligible for a Severance Allowance shall be accruing Lone Star Plant Service and have accumulated three (3) or more years of Continuous Service.

8.C.2

b. 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 department of the Company. The employee shall have the option of either accepting such new employment or requesting his or her Severance Allowance.

8.C.3

- c. If an employee accepts such other employment, his or her Plant Service, LOP Seniority and/or Sequence Seniority, if applicable, shall be deemed to have commenced as of the date of the transfer. Such employee's Continuous Service shall be maintained and not be deemed to have been broken by such transfer. 8.C.4

3. Scale of Allowance

An eligible employee shall receive Severance Allowance based upon the following weeks for the corresponding Continuous Service. 8.C.5

| Continuous 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 |

4. Calculation of Allowance

A week's Severance Allowance shall be determined in accordance with the provisions for calculation of vacation allowances as set forth in Section 10-B (Vacations). 8.C.6

5. Payment of Allowance

Payment shall be made in a lump sum at the time of termination. 8.C.7

6. Non-duplication of Allowance

- a. Severance Allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract law or otherwise. 8.C.8
- b. If an individual is, or shall become, entitled to any discharge, liquidation, sev- 8.C.9

erance or dismissal allowance, or payment of similar kind of 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 payments shall be deducted from the Severance Allowance to which the individual may be entitled under this Section 8-C, or any payment made by the Company under this Section 8-C may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this paragraph.

Section 9: Economic Opportunity

A. Wages

1. The Base Rate of Pay for the respective Labor Grades shall be those set forth in Appendix A-1 of this Agreement.
2. In the event an employee is assigned temporarily at the request or direction of the Company from his or her regular job to another job, such employee, in accordance with the provisions of this Section 9-A, shall receive the established Base Rate of Pay for the job performed or the Base Rate of Pay for his or her regular job, whichever is greater. This provision shall not affect the rights of any employee or the Company under another provision of this Agreement

B. Earnings Protection

1. Effective with the date of this Agreement, employees will be slotted into the new job position boxes in the new lines of progression at the appropriate Base Rate of Pay in accor-

dance with the agreements reached by the Parties during the 2008 negotiations.

2. Should an employee's incumbent standard hourly wage rate under the July 18, 2005 Lone Star Steel or Star Tubular Services Labor Agreement (the 2005 Hourly Rate) be higher than the established hourly Base Rate of Pay for the new position box to which his or her former incumbent job was slotted during workplace restructuring, an hourly differential (Red Circle) shall be determined for such employee and added to all hours paid whether or not such hours are worked. 9.B.2
3. Such Red-Circle adjustment shall cease to apply upon the occurrence of any of the following events: 9.B.3
- a. the Base Rate of Pay of the employee's new job meets or exceeds his or her former 2005 Hourly Rate, or 9.B.4
 - b. the employee moves from the job into which he or she was originally slotted as a result of promotion, demotion, or for any other reason. 9.B.5

C. Correction of Errors

Notwithstanding any other provisions of this Agreement, errors in applications of rates of pay shall be corrected. 9.C.1

D. Shift Premium

1. For hours worked on the "C" or afternoon shift, there shall be paid a premium rate of 25 cents per hour. For hours worked on the "A" or night shift, there shall be paid a premium rate of 35 cents per hour. 9.D.1
2. For purposes of applying the aforesaid shift differentials, the "A" shift will be an eight 9.D.2

hour period which may begin any time between 10 p.m. and midnight, the "B" shift will be an eight hour period which may begin any time between 6 a.m. and 8 a.m. and the "C" shift will be an eight hour period which may begin any time between 2 p.m. and 4 p.m. For work performed before or after the established eight hour shift an employee will be paid the applicable shift differential, if any.

3. The premium rate for shift differentials shall not be applied as, or considered a part of, the employee's basic applicable rate. 9.D.3
4. 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. 9.D.4
5. Shift differential shall be included in the calculation of overtime compensation. Shift differential shall not be added to the base hourly rate for the purpose of calculating incentive, gain sharing or profit sharing earnings, but shall be computed by multiplying the hours worked by the applicable differential and the amount so determined added to earnings. 9.D.5

E. Sunday Premium

1. Premium pay shall be paid for all hours worked by an employee on Sunday at a rate of one and one-quarter ($1 \frac{1}{4}$) times the Base Rate of Pay. This premium for each hour worked on Sunday will be paid even though an employee may also be entitled to the overtime rate of pay for the same hours worked on Sunday if the provisions of Section 10-D, Overtime are satisfied. 9.E.1
2. For the purpose of this provision, Sunday shall be deemed to be the twenty-four (24) 9.E.2

hours beginning with the turn-changing hour nearest to 12:01 a.m., Sunday.

3. Sunday Premium pay and the Base Rate of Pay shall be paid for reporting allowance hours. 9.E.3

F. Profit Sharing

Employees shall be Participants in the profit sharing plan set forth in Article Nine, Section G of the 2008 USS-USW Basic Labor Agreement. 9.F.1

G. Inflation Recognition Payment

1. General Description

The below general description is qualified in its entirety by Paragraphs 2 through 6 below. 9.G.1

The purpose of the Inflation Recognition Payment (IRP) is to make quarterly lump-sum payments to employees if cumulative inflation, as measured over the life of the Basic Labor Agreement, exceeds three percent (3%) per year. 9.G.2

At the end of each calendar quarter, the Consumer Price Index (CPI) for the final month of that quarter will be compared to a CPI Threshold (as found in the Table in Paragraph 5 below) which represents what the CPI would be if total inflation since the beginning of the Agreement had averaged three percent (3%) per year. If the actual CPI is higher than the CPI Threshold, a lump sum payment shall be made equal to each full one percent (1.0%) by which the actual CPI is higher than the CPI Threshold, multiplied by the Base Rate of Pay (overtime rates if applicable) for each position worked by an employee for all hours actually worked in full calendar weeks in 9.G.3

the fiscal quarter (hereafter referred to as "Earnings").

Thus, if in a given quarter three percent (3%) annual inflation since the beginning of the Agreement would have produced total inflation of ten percent (10%) and the actual CPI indicates that inflation since the beginning of the contract has been twelve percent (12%) and an employee had Earnings as defined in the paragraph above during the quarter of \$15,000, then that employee would receive a lump-sum payment of two percent (2%) (12% actual inflation minus a 10% CPI Threshold) times \$15,000 or \$300.

2. IRP Payments

- a. Beginning the period ending December 31, 2008, the Company shall, on each Payment Date, make to each employee an IRP payment equal to:
 - i) their total Earnings as defined above for the Covered Period, multiplied by
 - ii) each full percentage (1.0%), by which the CPI for the Measurement Month exceeds the CPI Threshold for the Measurement Month.
- b. No IRP will be made for any Covered Period unless the CPI for the Measurement Month is greater than the CPI Threshold; in the event the CPI is lower than the CPI Threshold there shall be no recoupment of any kind.
- c. The IRP shall be a lump-sum payment and shall not be part of the employee's Base Rate of Pay or used in the calculation of any other pay, allowance or benefit.

3. Definitions

- a. CPI shall mean the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, All Items, Not Seasonally Adjusted (1982-84=100) as published by the Bureau of Labor Statistics. If the Consumer Price Index in its present form and on the same basis as the last Index published prior to June 2008 becomes unavailable, this Section 9-G shall be adjusted to produce as nearly as possible the same result as would have been achieved using the Index in its present form. 9.G.9
- b. Payment Date shall be the forty-fifth (45th) day after the last day of the Measurement Month. 9.G.10
- c. Measurement Month shall be the last month of a Covered Period. 9.G.11
- d. Covered Period(s) shall be as shown in Paragraph 5 below. 9.G.12
- e. CPI Threshold(s) shall be as shown in Paragraph 5 below, based on the formula in Paragraph 6 below. 9.G.13

4. Example: 9.G.14

| | |
|---------------------------------------|---------------------|
| Covered Period | 10-01-11 – 12-31-11 |
| Measurement Month | December 2011 |
| Hypothetical CPI in Measurement Month | 240.0 |
| CPI Threshold for the Covered Period | 235.2 |

The amount, of full percentage point(s), by which the CPI for the Measurement Month exceeds the CPI Threshold for the Covered Period

$$(240.0 - 235.2)/235.2 = 2.0\%$$

Earnings in Covered Period \$15,000

IRP Payment $(\$15000 \times 2.0\%) = \underline{\$300.00}$

5. Covered Periods and CPI Thresholds

9.G.15

| Covered Period | CPI Threshold |
|---------------------|---------------|
| 07-01-08 – 09-30-08 | None |
| 10-01-08 – 12-31-08 | 215.2 |
| 01-01-09 – 03-31-09 | 221.7 |
| 04-01-09 – 06-30-09 | 221.7 |
| 07-01-09 – 09-30-09 | 221.7 |
| 10-01-09 – 12-31-09 | 221.7 |
| 01-01-10 – 03-31-10 | 228.3 |
| 04-01-10 – 06-30-10 | 228.3 |
| 07-01-10 – 09-30-10 | 228.3 |
| 10-01-10 – 12-31-10 | 228.3 |
| 01-01-11 – 03-31-11 | 235.2 |
| 04-01-11 – 06-30-11 | 235.2 |
| 07-01-11 – 09-30-11 | 235.2 |
| 10-01-11 – 12-31-11 | 235.2 |
| 01-01-12 – 03-31-12 | 242.2 |
| 04-01-12 – 06-30-12 | 242.2 |
| 07-01-12 – 09-30-12 | 242.2 |

6. Formula to Calculate CPI Threshold

9.G.16

The CPI Threshold shown in the Table above is the CPI for the month of June, 2008 multiplied by 1.03 per year as expressed in the following formula:

$$\text{CPI-W for 6-08} \times (1.03)^n$$

Where n is the number of Covered Years from the first calendar year of 2008 to the Covered Year in which the calculation is made.

Section 10: Paid Time Off and Leaves of Absence

A. Holidays

1. An employee shall be paid two and one-half (2 ½) times their Base Rate of Pay for all hours worked on any of the holidays specified below. 10.A.1
 - January 1
 - Good Friday
 - Memorial Day
 - July 4
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Day Preceding Christmas Day
 - Christmas Day
2. Effective in 2011 Martin Luther King Day shall be added to the list of holidays specified above and paid on the same basis as provided in this Section 10-A. 10.A.2
3. In the event a holiday falls on Sunday, it shall be observed on Monday. A holiday is the twenty-four (24) hour period beginning at the shift-changing hour nearest to 12:01 a.m. on the day so observed. 10.A.3
4. Pay for a Recognized Holiday Not Worked
 - a. An eligible employee who does not work on a holiday shall be paid eight (8) times their Base Rate of Pay. 10.A.4
 - b. As used in this Section 10-A, an eligible employee is one who (1) has worked thirty (30) calendar days since their last hire; (2) performs work or is on vacation 10.A.5

in the payroll period in which the holiday is observed; or if laid off for such payroll period, performs work or is on vacation in either the payroll period preceding or the payroll period following the payroll period in which the holiday is observed; and (3) works as scheduled or assigned on both their last scheduled workday prior to and their first scheduled workday following the day on which the holiday is observed, unless they have failed to so work because of sickness or other good cause.

- c. When any holiday is observed during an eligible employee's vacation, she or he shall be entitled to pay for the unworked holiday. 10.A.6
- d. If an eligible employee works on a holiday for less than eight (8) hours, they shall be paid for time not worked for the remainder of the eight (8) hours, pursuant to paragraph 4(a) above. 10.A.7
- e. It is understood that no employee shall receive no more than double time and one-half for hours worked on a holiday. 10.A.8

B. Vacations Lone Star Plant

1. Eligibility

Employees will be eligible for vacations on January 1 of each year, if otherwise qualified, provided the employee worked or was on vacation in 50% of the pay periods during the preceding calendar year. 10.B.1

2. Length of Vacation

- a. Vacation benefits for eligible employees are as follows. 10.B.2

| Years of Continuous Service | Length of Vacation |
|------------------------------------|---------------------------|
| 1 years but less than 3 | 1 weeks |
| 3 years but less than 10 | 2 weeks |
| 10 years but less than 17 | 3 weeks |
| 17 years but less than 25 | 4 weeks |
| 25 years or more | 5 weeks |

- b. Holidays falling within a vacation period are to be counted as vacation days, and are not additional to the vacation period. 10.B.3
- c. Vacations may not be postponed from one (1) calendar year to another. An employee may be offered vacation pay in lieu of a vacation. 10.B.4
3. Scheduling of Vacations
- a. Each employee eligible for a vacation shall request his or her vacation period *promptly after December 1*. Vacations will, so far as practicable, be granted at times most desired by employees (employees with longer LOP Seniority being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure orderly operation of the Plant. The Parties may, by Local Working Conditions, otherwise provide for the scheduling of vacations and for preferences in the various Lines of Progression. 10.B.5
- b. The Company may declare a temporary shut down of operations at least thirty (30) days in advance of shutdown before requiring mandatory vacation and all employees having unused vacation time can be required to take vacation during that period of time as provided in 10.B.6

the table below; provided, however, that if unforeseen circumstances make such notification impossible, the Company shall give as much notice as practical under the circumstances.

| <u>Eligible Weeks</u> | <u>Mandatory Vacation Week(s)</u> |
|-----------------------|-----------------------------------|
| 2 | 1 |
| 3 | 1 |
| 4 | 1 |
| 5 | 1 |

4. Guidelines for Partial Week of Vacation

- a. Vacations must have prior approval of the department. 10.B.7
- b. Must give ten (10) days advance notice of vacation date requested unless an emergency or extenuating circumstance exists. 10.B.8
- c. Must select which week of scheduled vacation remaining to be used. 10.B.9
- d. The vacation week selected must be used for all vacation days. 10.B.1
- e. Employees with only one (1) week plus a partial week of vacation time remaining shall be considered to be two (2) weeks in the event of an outage requiring mandatory vacations. In the event mandatory vacations are required, the employee must take the whole week remaining. 10.B.1
- f. Only one (1) additional approved person will be allowed to take vacation day(s) at any one time if the regular vacation schedule is filled. 10.B.1

- g. Vacations granted will be in order of request, not by seniority, provided they do not affect the efficiency of operations. 10.B.13
 - h. No partial week vacations will be allowed beyond the first Saturday in December. 10.B.14
 - i. Vacation days remaining at the time the vacation was originally scheduled must be taken that week. 10.B.15
 - j. No advance pay for partial week vacations. 10.B.16
5. Vacation Pay
- a. Each employee granted a vacation will be paid at his average hourly rate of earnings in the preceding payroll year excluding add-on compensation for wage incentive, gainsharing and/or profit sharing, adjusting such average hourly rate to reflect intervening general wage changes. Hours of vacation pay for each vacation week shall be the *average number of hours worked per week by the employee (but not less than forty (40) nor more than fifty-two (52))*. 10.B.17
 - b. Vacation pay, if requested, will be made available on any day other than Saturday, Sunday and holidays to an employee prior to the beginning of his vacation. 10.B.18
 - c. If an employee shall retire or die on or before December 31 of any year in which he or she has worked or been on vacation at least 50% of the pay periods, the employee or his or her heirs (in the case of a deceased employee) shall receive the above vacation benefits. 10.B.19

C. Vacations Star Tubular Plant

1. Employees will be eligible for vacations during each calendar year beginning on January 1 of each year, if otherwise qualified, provided the employee worked or was on vacation in 50% of the pay periods of the preceding calendar year. 10.C.1
2. Each employee eligible for a vacation shall request his or her vacation period promptly after January 1. Vacations will, so far as practicable, be granted at times most desired by employees (employees with greater Continuous Service being given preference as to choice); but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure orderly operation. 10.C.2
3. When an employee files a vacation request at least ten (10) days prior to the beginning of his vacation and the request is approved by the employee's supervisor and the superintendent, the employee will be scheduled on vacation for the time he or she requested. The employee's vacation begins after his or her off days. If two (2) or more employees request the same vacation period, the employee with greater Continuous Service will be given preference as to choice only in one (1) vacation period. 10.C.3
4. Vacation pay, if requested at least ten (10) days prior to the beginning of the vacation, will be made available on any day except Saturdays, Sundays and holidays, to an employee prior to the beginning of his or her vacation. 10.C.4
5. If an employee shall retire or die on or before December 31 of any year in which he 10.C.5

or she has worked or been on vacation in at least 50% of the pay periods, the employee or his or her heirs (in the case of a deceased employee) shall receive the above vacation benefits.

6. Vacation Benefits for Eligible Employees 10.C.6

| <u>Employee's Continuous Service</u> | <u>Length of Vacation</u> | <u>Pay</u> |
|--------------------------------------|---------------------------|-------------------------------|
| 1 year but less than 3 | 1 week | 40 hours at Base Rate of Pay |
| 3 years but less than 10 | 2 weeks | 80 hours at Base Rate of Pay |
| 10 years but less than 17 | 3 weeks | 120 hours at Base Rate of Pay |
| 17 years but less than 25 | 4 weeks | 160 hours at Base Rate of Pay |
| 25 years or more | 5 weeks | 200 hours at Base Rate of Pay |

7. The Base Rate of Pay shall refer to the Base Rate of Pay of the job in which the employee worked the majority of the time in the preceding payroll year, and will reflect intervening general wage changes. 10.C.7

8. Holidays falling within a scheduled vacation period are to be counted as vacation days, and are not additional to the vacation period; however, in such event the employee shall be paid for the unworked holiday in addition to his vacation pay. 10.C.8

9. Scheduling of Vacations

a. If, because of business or other reasons, the Company decides to shut down the Plant, or any area thereof, employees may be required to take mandatory vacations of unused accrued vacation time during such shut-down period as provided in the table below. Employees with only one (1) 10.C.9

week or no vacation time remaining working in the shutdown area will be allowed to place themselves, in accordance with the provisions of the Basic Labor Agreement. In such event, the Company shall give at least forty-five (45) days advance notice of such shutdown unless, because of immediate or unforeseen circumstances, such forty-five (45) day notice is not possible or practical, in which event the Company shall discuss and give the Union as much notice as is reasonable under the circumstances. The Company shall have the option, when in its opinion there are individual extenuating circumstances, not to require an employee to take such unused vacation.

| <u>Eligible Weeks</u> | <u>Mandatory Vacation Week(s)</u> |
|-----------------------|-----------------------------------|
| 2 | 1 |
| 3 | 1 |
| 4 | 1 |
| 5 | 1 |

4. Guidelines for Partial Week of Vacation

Employees with earned vacation may take up to one (1) week of their total vacation week(s) one day at a time under the following guidelines:

- a. Vacations must have prior approval of department head in area where assigned.
- b. Must give ten (10) days advance notice of vacation date requested unless an emergency or extenuating circumstance exists.
- c. If the regular vacation allotment is filled with scheduled vacations, only one (1)

10.C.10

10.C.11

10.C.12

10.C.13

additional approved person's request will be allowed to take vacation day(s).

- d. Partial week vacation days granted will be in order of request, unless multiple requests are made the same day, then vacation allotment will be by Continuous Service. 10.C.14
- e. Partial week vacations must be selected from a scheduled vacation week remaining. Unused days of vacation for week selected must be taken that week. No partial week vacations will be allowed beyond the first Saturday in December. 10.C.15
- f. No advance pay for partial week vacations. Employees with only one (1) week of scheduled vacation plus partial vacation time remaining shall be considered to be two (2) weeks in the event of an outage requiring mandatory vacations, in which case the employee must take the scheduled vacation week remaining during the outage. 10.C.16
- g. In cases where immediate supervisors agree, and all notification requirements have been met, additional days may be taken one at a time. 10.C.17

D. Bereavement Leave

- 1. In the event of the death of any of the relatives listed below, an employee, upon request, will be excused and paid for scheduled shifts as detailed below, which fall within a consecutive day period, provided however that one such calendar day shall be the day of the funeral and it is established that the employee attended the funeral. 10.D.1

| Relation | Scheduled Shifts Off |
|---|----------------------|
| Legal Spouse, Parent, Sibling, Grandchild, Child, or Step-Child who lived with the employee in an immediate family relationship | 5 |
| Step-Parent and Step-Siblings who have lived with the employee, Mother or Father in-law, Grandparent | 3 |

2. Payment shall be eight (8) times the employee's Base Rate of Pay. An employee will not receive bereavement 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.

10.D.2

E. Service with the Armed Forces

1. Reemployment Rights

An employee who leaves Company employment to enter the service of the Armed Forces of the United States (the Armed Forces) shall be granted all statutory rights to reemployment and other benefits.

10.E.1

2. Training

An employee shall be provided with a reasonable program of training in the event he or she does not qualify to perform the work on a job, which he or she might have attained except for his or her service in the Armed Forces.

10.E.2

3. Educational Leave of Absence

Any employee entitled to reemployment under this Section 10-E who applies for reemployment and who desires to pursue a course of study in accordance with a federal law granting such opportunity shall be

10.E.3

granted a leave of absence for such purpose. Such leave of absence shall not constitute a break in Continuous Service provided the employee reports promptly for reemployment after the completion or termination of such course of study. Any such employee must notify the Company and the Union in writing at least once each year of his or her continued interest to resume active employment with the Company upon completing or terminating such course of study.

4. Disabled Returning Veterans

Any employee entitled to reemployment under this Section 10-E who returns with a service-connected disability which makes returning to his or her prior job onerous or impossible shall be provided a reasonable accommodation on that job, or be assigned to an existing vacancy for which he or she is qualified (with a reasonable accommodation if needed) during the continuance of such disability. 10.E.4

5. Vacation Pay

a. An employee who did not receive but was entitled to paid vacation during the calendar year in which he or she enters the Armed Forces shall be paid an amount equal to the vacation pay to which he or she was entitled. 10.E.5

b. Notwithstanding any other provisions of this Agreement to the contrary, an employee who is reemployed after being honorably discharged shall be entitled to paid vacation for the calendar year in which he or she is reemployed, provided that no employee shall be afforded more than one (1) vacation allowance for any one (1) calendar 10.E.6

year, at a rate of pay based on his or her earnings for the last full year in which he or she worked prior to his or her serving.

6. Pay Differential and Continuation of Benefits

An employee with six (6) months or more Continuous Service who is a member of the National Guard or Reserves and is called to active duty and is in active pay status and working will receive a pay differential and continuation of certain benefits in accordance with Company policies on such matters while on an approved Military Leave of absence from work.

10.E.7

7. Military Encampment Allowance

An employee who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any one (1) calendar year, the difference between the amount paid by the government (not including travel, subsistence and quarters allowance) and his or her Base Rate of Pay for the number of days he or she would have been scheduled to work during such encampment.

10.E.8

F. Jury Pay

An employee called for jury duty shall, for each day of jury service on a scheduled work day, receive his or her Base Rate of Pay for hours lost due to such service, but not to exceed eight (8) hours in addition to the pay received by him or her for jury service. The employee shall verify his or her service on a jury by having the Clerk of the Court execute a Company form obtained by the employee from the Company.

10.F.1

G. Leave of Absence for Employment with the Union

1. Leaves of absence for the purpose of accepting positions with the International Union or Local Unions shall be made available to a reasonable number of employees. Employees who intend to apply for such leaves shall give the Company adequate notice to enable it to fill the jobs vacated. 10.G.1
2. Leaves of absence for the purpose of accepting or continuing in a temporary position with the International Union shall be for periods of six (6) months and shall be extended upon request; provided, however, in no event shall an employee be entitled under this provision to a leave of absence exceeding two (2) years. 10.G.2
3. Leaves of absence for the purpose of accepting permanent positions with the International Union shall be for a period concurrent with the individual's permanent employment with the International Union. When an individual is made a permanent employee of the International Union (by completing his or her probationary period), he or she shall, from that point forward, retain his or her leave of absence status with the Company but shall accrue Continuous Service only for purposes of Section 11 (Seniority) of this Agreement and he or she shall not be entitled to actually receive any contractual benefits during the period of the leave of absence. 10.G.3
4. Leaves of absence for the purpose of accepting positions with the Local Unions shall be for a period not in excess of three (3) years and may be renewed for further periods of three (3) years each. 10.G.4
5. Except as set forth above in Paragraph 3, 10.G.5

Continuous Service shall continue to accrue for all purposes under the Basic Labor Agreement and shall not be broken by a leave of absence under this Section 10-G.

H. Leave of Absence for Family and Medical Leave Act

The Company will comply with the Family and Medical Leave Act.

10.H.1

Section 11: Seniority

A. Service

1. Continuous Service shall be calculated from the date of first employment with the Company or re-employment following a break in Continuous Service with the Company. Continuous Service shall be used for all purposes under the Basic Labor Agreement, unless explicitly provided otherwise; provided however that accumulation in excess of two (2) years during a period of lay-off shall be counted only for purposes of this Section including local agreements thereunder.

11.A.1

2. Plant Service shall be the length of time measured from the date of first employment or reemployment following a break in Continuous Service at a Plant covered by this Agreement.

11.A.2

3. Probationary Employees

a. Employees hired after the Effective Date of this Agreement will serve a probationary period for the first 1,040 hours of actual work and will receive no Continuous Service credit during such period.

11.A.3

b. Probationary employees shall have access to the grievance procedure, but

11.A.4

may be laid off or discharged as exclusively determined by the Company; provided that such layoff or discharge may not violate the non-discrimination provisions of this Agreement.

- c. Employees who continue in the service of the Company beyond their first 1,040 hours of actual work shall receive Continuous Service credit from their date of employment. 11.A.5

4. Termination of Continuous Service and Plant Service

Continuous Service and Plant Service shall be broken if an employee: 11.A.6

- a. quits; 11.A.7
- b. retires; 11.A.8
- c. is discharged for cause; 11.A.9
- d. is absent extending beyond the period of a leave of absence granted by the Company; 11.A.10
- e. is on layoff and fails to report to the employment office within ten (10) days of registered mail notice; 11.A.11
- f. is absent four (4) consecutive work days without notifying the Company and without just cause for such absence; 11.A.12
- g. accepts severance allowance; 11.A.13
- h. is absent for a period in excess of twenty-four (24) consecutive months, however, employees with fifteen (15) or more years of Continuous Service as of the date of layoff, is absent because of layoff for a period in excess of thirty-six (36) consecutive months; 11.A.14

B. Seniority

The Parties recognize that promotional and other in-plant opportunities and job security as provided for in this Section 11 should increase in proportion to length of Plant Service and Seniority and the fullest practical consideration shall be given to these factors as set forth herein. Plant Service and Seniority as used in this Agreement shall be applied in the Lines of Progression from among employees who have completed their probationary period.

11.B.1

1. In all cases of promotions, decreases in workforce, recall after layoffs and transfers, the following factors shall be considered:

11.B.2

a. ability to perform the work,

11.B.3

b. physical fitness; and

11.B.4

c. Where factors a. and b. are relatively equal between employees, Plant Service, Line of Progression Seniority or Sequence Seniority, where applicable, shall be the determining factor.

11.B.5

2. The Company will maintain seniority listings for all employees and furnish updated listings to the Union on a quarterly basis.

11.B.6

3. Line of Progression Seniority

a. Line of Progression Seniority is defined as an employee's total length of continuous service in a Line of Progression beginning with the first day of incumbency to a permanent vacancy in that Line of Progression.

11.B.7

b. No employee shall obtain Line of Progression Seniority except in the case of a promotion or transfer to a permanent vacancy as determined by the Company. No employee may hold Line of

11.B.8

Progression Seniority in more than one line of progression.

4. Sequence Seniority

- a. Sequence Seniority is defined as an employee's total length of continuous service in a sequence within a Line of Progression beginning with the first day of incumbency to a permanent vacancy in that sequence. 11.B.9
- b. No employee shall obtain Sequence Seniority except in the case of a promotion or transfer to a permanent vacancy as determined by the Company. No employee may hold Sequence Seniority in more than one sequence. 11.B.10

C. Promotions

- 1. When the Company determines a permanent vacancy is available on a job in a Line of Progression, it shall seek interested employees in the next lowest job in the Line of Progression to fill such vacancy. The Company shall, if in its judgment there are interested employees qualified for the vacancy, fill such vacancy from among those employees in accordance with Section 11-B-1 utilizing Line of Progression Seniority for factor c. 11.C.1
- 2. When the Company determines a permanent vacancy is available on a job in a sequence in a Line of Progression, it shall seek interested employees in the next lowest job in the sequence to fill such vacancy. The Company shall, if in its judgment there are interested employees qualified for the vacancy, fill such vacancy from among those employees in accordance with Section 11-B-1 utilizing Sequence Seniority for factor c. 11.C.2

3. When the Company determines a permanent vacancy is available on an entry level job in a sequence within a Line of Progression such shall be filled in accordance with Section 11-B-1 by an employee incumbent to a job in the "Department Line" in accordance with Line of Progression Seniority who does not hold Sequence Seniority in another sequence. If such offer is declined, the Company will then proceed in descending Line of Progression Seniority order on the same basis, however, the employee with the least Line of Progression Seniority in the Department Line shall be required to fill the vacancy and shall establish Sequence Seniority accordingly. 11.C.3
4. Permanent vacancies on entry level jobs that remain unfilled as a result of the application of Paragraphs 1-3 above shall be filled pursuant to Section 11-E (Transfers). 11.C.4
5. When the Company determines it is necessary to fill temporary vacancies of thirty (30) days or more duration involving the need to temporarily promote within a Line of Progression or sequence within a Line of Progression, the Company shall to the greatest degree, consistent with the efficiency of operations and the safety of employees, fill such vacancy from among interested employees in the next lowest job on the basis of Line of Progression Seniority or Sequence Seniority as appropriate. 11.C.5
6. When the Company determines it is necessary to fill temporary vacancies of thirty (30) calendar days or less (unless created by a five (5) consecutive week vacation) its objective will be to fill such vacancies consistent with the efficiency of operations and 11.C.6

the safety of employees while minimizing the creation of overtime. Consistent with that objective, the Company will endeavor to fill such vacancies by pushup in the Line of Progression, provided that a qualified employee is available on that shift. If a qualified employee is not available on the shift for pushup and the Company cannot fill the job without overtime from within the Line of Progression, the Company will fill the vacancy by doubling over at the point of vacancy. If the Company cannot fill a vacancy as provided above, it may fill the vacancy as it sees fit.

7. In case of a permanent vacancy on a job, the assignment of a junior employee to a temporary vacancy on such job shall not be used as a presumption of creating greater ability in favor of such junior employee if such temporary vacancy should have been made available to the senior employee. 11.C.7
8. It is understood the Company has the exclusive right to determine the need for all temporary or permanent vacancies. 11.C.8

D. Decrease in Workforce (layoff) and Recall

1. When it is necessary to decrease the workforce in a Line of Progression or a sequence within a Line of Progression, the Company shall start with the highest affected job in the Line of Progression or sequence within a Line of Progression and reduce employees in accordance with Section 11-B-1 utilizing Line of Progression Seniority or Sequence Seniority as appropriate for factor c. Recalls following a workforce decrease shall be made in the reverse order so that the same employees 11.D.1

return to jobs in the same positions relative to one another that existed prior to the decrease in workforce.

2. The Company will promptly notify the affected employees and the Union of all decreases in workforce. 11.D.2
3. When the Labor Relations Department is notified that an employee was improperly laid off or was not recalled in accordance with his or her Seniority rights, the employee shall be made whole, if his or her Seniority Rights were violated, for the period during which he or she is entitled to retroactivity. 11.D.3

E. Transfers

1. Prior to hiring a new employee or involuntarily transferring other employees to fill a permanent vacancy on a entry level job in a Line of Progression, the Company shall transfer an employee who has requested transfer to the Line of Progression in which the vacancy exists in accordance with Section 11-B-1 utilizing Plant Service for purposes of factor c. 11.E.1
2. To be eligible for transfer, an employee must have a minimum of one (1) year of Continuous Service and have not been transferred in the twelve (12) month period prior to filing a request for transfer. An employee must submit a transfer request to a Line of Progression in writing on forms furnished by the Company to the Labor Relations Department at least ten (10) days prior to the permanent vacancy. An employee may have a maximum of two (2) transfer requests at any one time. 11.E.2

3. If the Company determines there are no eligible employees available to fill the vacancy from among those requesting transfer to a Line of Progression, the Company at its discretion may fill such vacancy as it sees fit. 11.E.3
4. If an employee accepts transfer, his or her Seniority in the Line of Progression and/or sequence within a Line of Progression from which he or she transfers will be canceled thirty (30) days after such transfer. However, within thirty (30) days following transfer, the employee may voluntarily return to the Line of Progression and/or sequence from which he or she transferred, or the Company may return him/her to that Line of Progression and/or sequence because he or she cannot fulfill the requirements of the job or because the need to fill the position is deemed to be not necessary within thirty (30) days of the date of transfer. In the event an employee refuses a transfer after applying therefore, or voluntarily returns to the unit from which he or she transferred, he or she may not transfer for one (1) year after such event. 11.E.4
5. Should the Company deem it necessary to retain an employee on his or her former job in order to continue efficient operation, it may do so, for a maximum of sixty (60) days, on the basis of establishing such employee on the new job and temporarily assigning him or her to his or her former job until a suitable replacement can be trained for the job or its performance is no longer required. In such event, after two (2) weeks of being delayed the employee shall be entitled to earnings not less than what he or she would have made had he or she been 11.E.5

working on the new job on which he or she has been established. This provision shall not apply to any employee exercising a return as set forth in Paragraph 4 above.

F. Administration of Seniority

1. It is recognized that conflicting seniority claims among employees may arise when Plant or department facilities are created, expanded, added, merged or discontinued. In the event the Local Parties are unable to resolve such conflicts, the International Union and the Company may reach such agreements as they deem appropriate, irrespective of existing seniority agreements, or submit the matter to arbitration under such conditions, procedures, guides and stipulations as to which they may mutually agree.

11.F.1

2. When a decrease in workforce is effected, the Local Union President/Unit Chair and the members of the Grievance Committee shall, if they would otherwise be laid off, be retained at the lowest rated job in the unit that they represent. The intent of this provision is to retain in active employment individuals who can provide continuity in the administration of the Agreement; provided that an individual shall not be retained in employment unless work which he or she can perform is available.

11.F.2

3. Lines of Progression

The Parties have mutually agreed to new Lines of Progression as part of the 2008 Workplace Restructuring. The Parties do not anticipate that it will be necessary to change these Lines of Progression, however, the procedure set forth below is provided in the event that changes are necessary.

11.F.3

- a. Should the Parties desire to change a Line of Progression, those changes will be prepared by the Company and submitted to the Grievance Chairman. The Parties shall meet to seek agreement on such changes. If agreement is reached, the new Line of Progression shall be executed and implemented in accordance with local agreements. 11.F.4

- b. If the Parties cannot reach agreement on changes to the Line of Progression, the Company may install its proposed change and affected employee(s) may file a grievance protesting such change. Such grievance shall be processed under the grievance and arbitration procedure of this Agreement, and the arbitrator, in considering same, shall consider (1) current operating conditions and the Company's need for flexibility and change, and (2) whether the Company's action was unreasonable, with reference to the need for preservation of job security and opportunity for promotion. 11.F.5

UNITED STATES STEEL CORPORATION

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LOCAL 4134

Randy Dean

Harold E. Collins

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APPENDIX A—LABOR GRADES AND JOB DESCRIPTIONS

APPENDIX A-1: WAGES

Base Rates of Pay

| <u>Labor Grade</u> | <u>Job</u> | <u>Effective Date</u> | <u>9-1-09</u> | <u>9-1-10</u> | <u>9-1-11</u> | AA1.1 |
|--------------------|---|---------------------------|---------------|---------------|---------------|-------|
| 1 | Utility Person | \$16.30 | \$16.95 | \$17.63 | \$18.34 | |
| 2 | Utility Technician | \$18.12 | \$18.84 | \$19.59 | \$20.37 | |
| 3 | Operating Technician I | \$20.58 | \$21.40 | \$22.26 | \$23.15 | |
| 4 | Operating Technician II Maintenance Technician | \$22.27 | \$23.16 | \$24.09 | \$25.05 | |

APPENDIX A-2: JOB DESCRIPTIONS

Position Title: Maintenance Technician AA2.1
(Mechanical or Electrical)

Labor Grade 4

Performs all maintenance functions (mechanical or electrical/electronic) necessary to maintain all operating and service equipment using standard and specialized tools and equipment including mobile equipment as required. Operates equipment in conjunction with repairs and provides assistance in operating functions as necessary to maintain continuity of operations. May work alone, with minimal supervision or with other Maintenance Technicians. May direct other personnel, perform administrative tasks, and coordinates and works in conjunction with operating team members in the performance of maintenance tasks. Includes Hybrid Operating Technician. AA2.2

Position Title: Operating Technician II AA2.3
Labor Grade 4

Operates and is responsible for a significant producing unit (such as Electric Weld Pipe Mill). Directs other operating and support crew members, performs administrative duties, and communi- AA2.4

cates with maintenance, as required to maximize production. Performs and assists in production and maintenance tasks and functions necessary to assure maximum production, quality and inspection. Performs or leads maintenance activities as required with operating crew members and coordinates and works in conjunction with Maintenance Technicians.

Position Title: Operating Technician I
Labor Grade 3

AA2.5

Operates and is responsible for producing and support units other than those described above or operates key sections of a producing unit and assists Operating Technician II as a member of the operating team. Directs support crew members, performs administrative duties, and communicates with maintenance, as required to maximize production. Performs and assists in production and maintenance tasks and functions necessary to assure maximum production, quality, and inspection. Performs or leads maintenance activities as required and coordinates and works in conjunction with Maintenance Technicians.

AA2.6

Position Title: Utility Technician
Labor Grade 2

AA2.7

Operates equipment and performs tasks that support operations of the various producing units and works with materials and equipment to handle, transport and process product and materials. Directs the flow of material to and from producing units and inspects material. Operates equipment associated with producing units such as roll grinders, etc. and operates material handling equipment such as overhead electric cranes and mobile equipment such as tractors, trucks, heavy equipment, dozers, loaders, boom trucks, mobile cranes (various sizes and types), etc. Inspects, coordinates, and performs maintenance on all equipment.

AA2.8

Position Title: Utility Person AA2.9
Labor Grade 1

Operates equipment and performs tasks such as operating labor, general labor and light mobile equipment operation required to support and maintain Plant operations. Supports and assists in maintenance activities. AA2.10

APPENDIX A-3: LEARNER RATE OF PAY

Learners shall be paid the Labor Grade 3 Base Rate of Pay for all hours while assigned to on-the-job training and all other hours in a Learner Program in a classroom setting. AA3.1

APPENDIX A-4: SIGNING BONUS

1. Each Employee who is actively at work on September 1, 2008 shall receive a cash payment of \$5,000 on or before October 1, 2008. This Signing Bonus shall not be used in the calculation of any other pay, allowance or benefit. AA4.1
2. This Signing Bonus shall be subject to all required tax withholdings and Union dues. AA4.2

APPENDIX B—CONTRACTOR UTILIZATION

During the course of the 2008 local issue discussions the Union identified certain contractor utilization in the Plants that it felt warranted review. The Parties discussed these matters and through constructive efforts, agreed to resolve all matters of contractor utilization at the Plants covered by the 2008 Basic Labor Agreement as follows: AB.1

1. The Parties agree to handle issues of future contractor utilization through constructive dialogue in a similar fashion as has historically taken place and the Company will not make any major changes in its past contracting practices without first discussing these matters with the Local Union and considering alternatives that they may suggest. AB.2

2. The Union recognizes the Company's efforts to preserve its maintenance forces and reduce contractor utilization in the Plants during business downturns. These efforts have significantly contributed to the Parties' constructive approach to contractor utilization and should such conditions arise in the future, the Company will not utilize contractors to perform day-to-day maintenance and repair work in the Plants if qualified Maintenance Technicians are laid off from work due to a business downturn. AB.3
3. The Parties discussed the utilization of Delta & Mill Services in the performance of certain day-to-day maintenance and repair work in the Plants as well as certain pipe straightening and cutting to length that is currently being performed off the Plant site. These discussions were constructive and the Company agrees to meet with the Union on a quarterly basis to discuss such matters. Should the Union believe the level of contractor utilization associated with such work is unreasonably increasing; the matter shall be referred to the Chairman of the USS-USW Bargaining Committee and the Company's General Manager – Labor Relations for resolution. AB.4
4. The Company commits to the creation of a comprehensive Maintenance Technician Learner Program (MTLP) for East Texas Operations. Following its startup, the Company will maintain 10-15 employees in the program on an annual basis thereafter during the term of the BLA, subject to the availability of qualified applicants and operational considerations as set forth below. AB.5
5. It is recognized that the Plants covered by the BLA are currently at high levels of operation however, in the event that there is a further sig- AB.6

nificant and sustained increase in the level of operations in the Plants covered by the BLA, the Parties shall meet and discuss the need to increase the number of employees in the MTLP. Similarly in the event that there is a significant and sustained decrease in the level of operations in the Plants covered by the BLA, the Parties shall meet and discuss the need to decrease the number of employees in the MTLP.

- 6. The Company commits to reduce the utilization of contractors performing work on air conditioning systems in the Plants and agrees to incorporate air conditioning repair courses into the Workplace Training Programs offered. AB.7
- 7. This Appendix resolves all matters of contractor utilization for the Plants covered by the BLA including those identified as part of the local issue discussions. AB.8

APPENDIX C—RESTRUCTURING

APPENDIX C-1: WORKPLACE RESTRUCTURING AND PRODUCTIVITY

- The Parties hereby agree to implement Workplace Restructuring at East Texas Operations and Star Tubular Services (collectively referred to as "Texas Operations"). The objective of this Workplace Restructuring is to maximize efficiency by having employees perform a broader range of duties and by eliminating jurisdictional and other barriers which would interfere with maximizing flexibility and productivity. In order to achieve the Workplace Restructuring Objective, the Parties hereby agree to the following to govern its implementation:
- AC1.1
 - 1. A position box in a line of progression ("LOP") represents a position to which an employee may hold incumbency (e.g., Operating Technician I, Labor Grade 3). AC1.2
 - 2. Former job titles listed inside a box in a LOP represent the duties of a position encom- AC1.3

passed by that positions box. Such a former job title is not a job as that term is used in 2005 Lone Star Steel and Star Tubular Service Agreements. These former job titles will serve as an initial guide for slotting of functions into the new positions boxes.

3. Employees may be assigned to perform any function within their new position descriptions that they are capable of safely performing and rotation through the various functions encompassed by the new positions will be necessary and required to provide and maintain knowledge and skills.

AC1.4

4. In periods of stable operations where employees have been fully trained such that maximum work force flexibility and productivity is achieved, employees may select their preferences to repetitive routine assignments within a new position box and shift preferences on the basis of seniority. These preferences will be honored, provided that the exercise of such preferences does not interfere with new or refresher training or the efficient utilization of the workforce. To this end, employees may be temporarily reassigned to duties other than their preferred assignment as required by operations.

AC1.5

5. Existing Local Seniority Agreements and Local Working Conditions (including job waivers) will be eliminated or modified as appropriate to implement the new seniority structures and achieve the Workplace Restructuring Objective. Those seniority agreements and Local Working Conditions unaffected by the foregoing will be preserved.

AC1.6

6. Disputes over the implementation of Workplace Restructuring shall first be discussed by the Local Union President and Grievance

AC1.7

Chair and the Plant Manager or his designated representative. Should agreement not be reached, the Local Union President may notify the Chairs of the Negotiating Committee that a dispute exists. The Chairs (or their designees) shall promptly meet and attempt to resolve the dispute. Should resolution not be achieved, the Union Chair may appeal the dispute to the Board of Arbitration. The matter will promptly be heard by the Chairman, if available, and the decision shall be final and binding only for the specific dispute presented. The Board shall have authority to resolve questions of procedure that may arise in the course of such arbitrations. The sole issue before the Board shall be whether the disputed implementation action violates this Workplace Restructuring.

7. No employee will be laid off solely as a result of the initial Workplace Restructuring. Similarly, no employee will be displaced to a Labor Grade lower than that to which he otherwise would have been slotted solely as the result of the initial Workplace Restructuring.

AC1.8

APPENDIX C-2: PRODUCTIVITY AND PREFERENCES

During the course of the 2008 bargaining discussions, the Parties agreed to Workplace Restructuring and guidelines to govern its implementation. The Parties reaffirm that the objectives of having employees perform a broader range of duties, eliminating jurisdictional barriers, the efficient utilization of the workforce and maximizing productivity remain the principal objectives of the Parties. Additionally, the Parties have agreed that certain preferences within a position box will be made available to incumbent qualified employees on the basis of seniority. To avoid confusion the Parties have also reached the following clarifications with

AC2.1

respect to preference opportunities at the Plants covered by the Basic Labor Agreement.

1. Shift preferences for Production employees beginning January 1, 2010 and Maintenance Technicians beginning January 1, 2009: AC2.2

a. Production employee shifts eligible for preference shall be those available, repetitive routine straight day, straight afternoon, straight midnight or rotating shifts. AC2.3

b. Maintenance Technician shifts eligible for preference shall be those available, repetitive routine straight day, straight afternoon, straight midnight or rotating shifts within a mutually recognized geographic work location (Preference Area). AC2.4

c. Shift preference selection shall be made at the time of the vacation solicitation process at the Plant for the forthcoming year and shall be accomplished each year of the 2008 Basic Labor Agreement. AC2.5

2. Assignment preferences for Production employees beginning January 1, 2010:

a. A position box in a line of progression (LOP) represents a position to which an employee may hold incumbency. Employees may be assigned to perform any function within their position descriptions that they are capable of safely performing. AC2.6

b. Production employee assignments eligible for preference shall be those available, repetitive and routine assignments that are manned on a full shift, full schedule week basis. AC2.7

c. Preference opportunities shall become available when an assignment eligible for a preference is permanently vacated as a AC2.8

result of a quit, death, termination, retirement, promotion, or a permanent transfer out of a position box. Preference opportunities directly resulting from the application of this paragraph shall also be made available consistent with the provisions of this Appendix.

3. With respect to Labor Grade 1 position boxes, incumbent employees must have three (3) years of Plant Continuous Service at the time a preference opportunity becomes available to be eligible to exercise a preference as set forth in this Appendix. AC2.9
4. Assignment preferences for Maintenance Technicians beginning January 1, 2009:
- a. Maintenance Technicians may be assigned to perform any function within their position descriptions that they are capable of safely performing. AC2.10
- b. Maintenance Technician assignments (mtm/mte) eligible for preference shall be those available, repetitive and routine assignments to a mutually recognized geographic work location (Preference Area) that are manned on a full shift, full schedule week basis. The mutually recognized Preference Areas are identified below: AC2.11

| Lone Star Plant Maintenance Preference Areas | Star Tubular Plant Maintenance Preference Areas |
|--|---|
| Specialty Tubing | Hy Po |
| Heat Treat | TPC |
| Finishing | |
| Central Mechanical Maintenance Shop | |
| Central Electrical Maintenance Shop | |
| Pipe Mills | |
| Crane Repair Crew | |
| Downturn Crew | |
| Motor Room | |
| Slitter Line | |

- c. An employee may identify a preference at the time of the vacation solicitation process at the Plant for the forthcoming year, during each year of the 2008 Basic Labor Agreement. Such preference shall be honored consistent with the terms of this Appendix, and provided further that the honoring of such preferences does not result in unreasonable dilution of experience or skills in a Preference Area. The area grievance representative, operating manager and a representative from the Plant Employee Relations Department shall reconcile all preferences to be honored as well as the appropriate placement of any employees who may need to be re-assigned as a result of honoring such preferences. The implementation of those preferences honored pursuant to this paragraph shall begin January 1, 2009. AC2.12
5. With respect to Maintenance Technician boxes, incumbent employees must have 5 years of Plant Continuous Service as of January 1 of each implementation year to be eligible to exercise a preference as set forth in this Appendix. AC2.13
6. Preferences shall not apply to the following: AC2.14
- a. Hybrid Operating Technician positions AC2.15
 - b. Instructor/Trainer assignments AC2.16
 - c. Learners AC2.17
 - d. Crew Leader assignments AC2.18
7. This Appendix shall not be construed so as to permit an employee to refuse work assignments nor shall it be interpreted to interfere in any way with the Company's right to schedule or temporarily reassign the workforce. AC2.19

**APPENDIX C-3: TRAINING FOR NEW
OR RESTRUCTURED JOBS**

1. The Parties agree that the right to adequate training is fundamental to achieving the safe and successful implementation of their agreement to restructure jobs and the workplace. AC3.1
2. Notwithstanding anything in the Agreement to the contrary, employees who were, on the Effective Date, incumbents in a job which has subsequently been combined into a new or restructured job shall, subject to their seniority and the number of available positions, be provided an opportunity to be placed in such new or restructured job. AC3.2
3. The Parties recognize that certain new and/or restructured jobs may require skills, which certain newly incumbent employees do not possess. In light of this situation, the Company agrees to provide employees who do not have the required skills for their new or restructured jobs with reasonable training opportunities to ensure competent job performance. AC3.3
4. In the event that, despite the efforts described in Paragraph 3 above, the employee is not capable of acquiring the new job skills, then the Company shall be relieved of its obligation to provide further training and the employee shall be placed on a vacancy for which the Grievance Chair and the Plant Manager mutually agree he or she is qualified. AC3.4
5. The training programs necessary to carry out the provisions of this letter of understanding will be conducted during the employee's normal working hours. AC3.5
6. No employee will be disciplined for poor job performance that results from a failure of the Company to provide training pursuant to this AC3.6

letter of understanding or for failure to acquire new skills when returning to a new or restructured job.

7. The Parties agreed that in order to maintain competent job performance, continuing familiarization and rotation within various assignments related to new and restructured job descriptions is both required and necessary.

AC3.7

APPENDIX C-4: FORMER LIMITED SCOPE MAINTENANCE JOBS

In order to attain the objective set forth in Appendix C-1: Workplace Restructuring and Productivity, the Parties recognize the need for incumbents of former limited scope craft jobs (listed in Paragraph 1 below) and those former limited scope position-rated maintenance jobs at each Plant location (as agreed upon by the Local Parties) to become qualified Maintenance Technicians. Therefore, the Parties agree to the following:

AC4.1

1. Employees who were incumbents of the Mechanic, Millwright, Welder, Motor Inspector, Armature Winder, and Carpenter jobs or incumbents of the agreed upon former limited scope position-rated maintenance jobs immediately prior to this Agreement will have thirty (30) days from the Effective Date of this Agreement to express in writing their interest in becoming Maintenance Technicians. Forms will be available at the Plant employment offices for this purpose. Upon the closing of the 30-day period those employees expressing interest will be paid at the Labor Grade 4 rate effective with the pay period following the thirty (30) day period.

AC4.2

2. Within one hundred eighty (180) days from the Effective Date of this Agreement, the Local Parties will develop an assessment and training program designed to upgrade the knowledge and skills of

AC4.3

those employees accepting training pursuant to Paragraph 1 in order to allow them an opportunity to become qualified Maintenance Technicians. The Parties will utilize the U.S. Steel Maintenance Technician assessment process for Maintenance Technicians currently utilized at USS Gary Works.

3. Employees must complete assessment and training within the time period specified in the program. If an employee cannot complete the program within the time period specified due to an extended illness or injury, such employee must complete the remaining training within the appropriate period upon return to work. AC4.4
4. Upon completion of the program, an employee must promptly take and achieve a passing score on a test currently utilized to determine ability to perform a standard rate multi-purpose maintenance job as agreed upon by the Parties. If such test does not exist, the appropriate Maintenance Technician Learner test used at USS Gary Works will be used. AC4.5
5. Employees who do not apply for the program, do not complete the program in the time period specified or do not pass the multi-purpose maintenance test will be paid at the Labor Grade 3 rate. AC4.6

APPENDIX C-5: OPERATING TECHNICIAN POSITIONS FILLED BY MAINTENANCE TECHNICIANS

1. Filling Operating positions with Maintenance Technicians (Hybrid Operating Technician) should be limited to situations where the Company can regularly take advantage of their maintenance skills. Operating positions should not be filled with Maintenance Technicians with the intention of having them function mainly as Maintenance Technicians with AC5.1

little or no operating responsibility. A Hybrid Operating Technician may be assigned to perform any job or function within a Line of Progression.

2. Filling Vacancies: When filling Operating positions with Maintenance Technicians (Hybrid Operating Technicians), the Company shall first post such as "Hybrid" Operating Technician vacancy (mechanical and/or electrical requirement) and fill such vacancy from qualified Maintenance Technicians with the required mechanical or electrical skill set necessary to perform the work in accordance with the relevant seniority provisions agreed to by the Parties. Successful bidders shall become incumbent to the line of progression to which they bid. If Hybrid vacancies remain unfilled following the posting process, the Company may exercise its right to transfer the most junior qualified Maintenance Technicians to such vacancies. In such cases, the employees so transferred similarly shall become incumbent to the line of progression to which they are transferred. Such transferred employees shall have a priority right to bid for return to their former Maintenance Technician positions in their former line of progression to fill future posted vacancies therein.

3. Hybrid Operating Technicians will be eligible for earnings protection as provided in Section 9-B of this Agreement.

4. Regression Rights: The Local Parties may agree in writing to provide additional regression rights in the event of a force reduction within their line of progression for Maintenance Technicians who become incumbent to Hybrid Operating Technician positions. Such additional regression rights will be limited to situa-

AC5.2

AC5.3

AC5.4

tions involving force reductions wherein Hybrid Operating Technicians are forced out of their line of progression and may provide that such employees then may exercise seniority rights to the Maintenance Technician line of progression from which they bid. Employees filling Hybrid Operating Technician positions shall not be permitted to voluntarily regress or "waive" off such positions.

- 5. Incumbent Hybrid Operating Technicians shall be eligible to bid on future plant-wide postings for Maintenance Technicians. AC5.5

APPENDIX D—CREW LEADERS

Should the need arise for the performance of additional directional duties within the bargaining unit, the Company may utilize a Crew Leader.

- 1. Crew Leaders shall be paid an additive of \$1.00 above the Base Rate of Pay of the highest-rated job over which direction is exercised. AD.1
- 2. Crew Leaders may participate in the hands-on performance of the crew's work. AD.2
- 3. The Company shall consult with the Grievance Committeeman for the department involved before the selection of any Crew Leader. In the event that either Union or Company representatives have issues concerning the performance of a Crew Leader, the Grievance Committeeman and the Division Manager will meet with the Crew Leader to discuss such issues. The Company shall consult with the department Grievance Committeeman before removing a Crew Leader for performance reasons. The Company shall not deny a request, presented by the Grievance Committeeman, by at least sixty percent (60%) of the crew to remove a Crew Leader for reasons related to leadership or interpersonal skills. AD.3

4. Crew Leaders may not issue discipline, but may relieve employees from work for the balance of the turn for alleged misconduct. AD.4
5. Crew Leaders may not be called by the Company to testify in arbitration concerning matters that occurred while they were working as a Crew Leader. AD.5

APPENDIX E—JOINT ACTIVITIES

During the course of the 2008 contract negotiations, the Parties discussed certain joint activities set forth in the May 19, 2003, USS-USW BLA. To the extent that joint Company-Union Partnership Meetings and Safety Meetings are continued for the term of the 2008 USS-USW BLA, the equivalent Officers, Coordinators, or officials of Local Union 4134 will be permitted to attend such joint Company-Union meetings on the same basis and conditions as set forth in the September 1, 2008 USS-USW agreement. AE.1

APPENDIX F—DRUG AND ALCOHOL SCREENING PROGRAM

The Parties desire a drug and alcohol free workplace and agree to the following:

1. Consistent with the objective of a drug and alcohol free workplace, alcoholism and drug abuse are recognized by the Parties as treatable conditions. The Company and the Union agree to the need for an Employee Assistance Program (EAP), administered and funded by the Company to encourage and facilitate the rehabilitation of employees afflicted with alcoholism or drug abuse. The EAP will utilize professional counselors and employee advocates who will operate under conditions of strict confidentiality. AF.1

- 2. Drug and alcohol tests will utilize scientifically accepted methods for evaluating use and may include all types of tests including hair, urine, blood, breath or other scientifically accepted tests. The testing methods currently in use by United States Steel Corporation are scientifically accepted and appropriate testing methods. When a biological sample is taken, a portion will be retained for retesting should the employee dispute a positive result and request a retest. AF.2
- 3. Probationary employees will be subject to periodic testing at the discretion of the Company. AF.3
- 4. Employees returning from inactive status in excess of ninety (90) days may be tested for drugs and alcohol. AF.4
- 5. Employees may be tested for cause where there is a reasonable basis to believe the employee is affected by drugs or alcohol. Employees involved in an accident/incident will be tested only when an error in their coordination or judgment could have contributed to the accident/incident. AF.5
- 6. The Company may perform random testing of all employees pursuant to the procedures below. AF.6

 - a. Selection of employees for random testing, excluding employees tested pursuant to random testing in the same calendar year, will be done through a random number generation to select badge numbers. AF.7
 - b. Active employees selected for random testing will be tested during a regularly scheduled shift. When notified of selection for testing, the employee will promptly report to the Medical Department or to the test administrator. AF.8

- c. Failure to report for a random drug test in accordance with this Paragraph 6 will constitute refusal to be tested and will result in the employee's discharge. AF.9
- d. Once notified, the employee will be guided through the testing procedures by the Medical Department or the test administrator. AF.10
- 7. The Company will offer an opportunity for rehabilitation to employees, excluding probationary employees, who voluntarily self report drug or alcohol concerns to the EAP and request assistance prior to being notified of selection for a random drug and alcohol test. An employee involved in an accident/incident or conduct which provides a basis to perform a for cause drug and alcohol test shall not be entitled to self report nor receive rehabilitation pursuant to this Paragraph 7. AF.11
- 8. An employee who tests positive for drugs or has a blood or breath alcohol level of .04 or greater will be discharged, however, an employee with greater than ten (10) years of Continuous Service who tests positive for drugs or has a blood or breath alcohol level of .04 or greater will be offered an opportunity for rehabilitation in lieu of discipline pursuant to a Last Chance Agreement. This Appendix shall not affect the right of the Company to discipline for other reasons. AF.12

APPENDIX G—Arbitration Matters

During the course of the 2008 bargaining discussions, the Parties agreed that grievances arising under the 2008 USS Tubular Products—USW BLA would be processed through the Board of Arbitration. To transition from the Lone Star Arbitration panel to the Board of Arbitration, the Parties agree to the following: AG.1

1. Any grievances arising under the terms of the 2005 Lone Star Steel Labor Agreement and other agreements between the USW and Lone Star Steel Company will be heard pursuant to the grievance and arbitration procedure in the 2005 Lone Star Steel Agreement. AG.2
2. The Parties agree that all agreements concerning administrative matters of the Board of Arbitration including the Garraux-Conway Memorandum of Agreement Concerning Arbitration Fees dated July 14, 2005 shall apply to future grievances arising under the USS Tubular Products-USW Basic Labor Agreement. AG.3
3. All rules adopted by the Board of Arbitration shall apply to the Parties. AG.4

APPENDIX H—LAYOFF POOL

1. Prior to hiring new employees, the Company shall recall employees who have been laid off except when (1) the skill, ability or physical fitness for a particular job is not available among employees in layoff status, or (2) in special cases, operating efficiency in the Line of Progression where the vacancies exist would be impaired by the inability of the Company to train employees for permanent job vacancies. AH.1
2. All employees in layoff status except employees with fifteen (15) years or more of Continuous Service at time of layoff shall be listed in the layoff pool. Any employee with fifteen (15) years or more of Continuous Service at time of layoff upon a reduction of force in his or her Line of Progression shall be placed on layoff until such employee shall request in writing to be placed in the layoff pool. Any employee with fifteen (15) or more years of service must advise the Company immediately upon notification of layoff, or, if thereafter, at least five (5) AH.2

days prior to the beginning of the payroll week that he or she desires to be placed in the lay-off pool.

3. The Company agrees to call employees from the layoff pool to fill vacancies in different Lines of Progression according to Plant Service so far as practicable, giving consideration to (a) available and necessary skills and abilities, (b) the length of time available to fill the particular vacancy, and (c) the practicability of notifying and securing the senior employee by the time he or she is needed. AH.3

4. If an employee in the layoff pool refuses to accept recall to a different Line of Progression or fails to report for a job as instructed, the Company shall not be obligated to again offer him recall to any job not within his seniority unit during that period of layoff unless such failure results from his physical disability verified by a doctor's certificate. AH.4

5. If the Company has exhausted the layoff pool and cannot fill existing vacancies without hiring new employees, the Company shall have the right to recall employees who are in a lay-off status in inverse order of seniority on a compulsory basis. Such failure to accept compulsory recall shall result in voluntary termination of employment, unless such failure results from his physical disability verified by a doctor's certificate. The Company will notify the Union when proceeding under this Paragraph 5 of this Appendix. AH.5

6. In order for employees to be selected in accordance with Paragraph 3 above for recall to jobs outside their seniority unit, they must be available as follows: AH.6

a. employees who are receiving state unemployment benefits, or applicants thereof, AH.7

must be available for work within twenty-four (24) hours of actual receipt of notification by the Company, or actual delivery of mailed notification to the address supplied by the employee, and

- b. employees who are not being paid state unemployment benefits must be available for work within four (4) days of actual receipt of notification from the Company, or actual delivery of mailed notification to the address supplied by the employee. AH.8
- 7. The Company may assign any available employee from the layoff pool to a job while waiting for the employee properly recalled to report for work on such job. AH.9
- 8. No employee who is recalled to a different Line of Progression under this Appendix will accrue seniority in such Line of Progression unless he or she is transferred to that Line of Progression. Promotions, demotions, or layoffs among two (2) or more such employees within one (1) Line of Progression will normally be based on their relative Line of Progression Seniority unless management determines that operating efficiency would be materially hampered thereby. The Company shall have no duty to replace an employee who has been properly assigned to a vacancy hereunder with another employee of longer Plant Service who subsequently enters the layoff pool. AH.10
- 9. When an employee is working from the layoff pool in a Line of Progression in which he or she does not have seniority and a vacancy occurs in the Line of Progression in which he or she has seniority, which vacancy is expected to last no longer than two (2) scheduled work weeks, the Company, may as long as he or she is working in such Line of Progression, at AH.11

its option, elect to fill such vacancy without recalling such employee. After the expiration of such two (2) scheduled work weeks the employee may elect to return to his or her own Line of Progression.

10. Notwithstanding any other provision of this Appendix, if an employee is laid off due to the permanent shutdown of his or her department or due to the discontinuance of a job or jobs in his or her Line of Progression, in addition to the employee's right to be placed in the layoff pool, the Company will transfer him or her to a new Line of Progression at such time as a job exists to which recall rights to his or her regular Line of Progression do not exist in some other employee, provided that such laid off employee has the ability and physical fitness for such job and other related jobs in such Line of Progression. In case of such a transfer, the employee's seniority in the new Line of Progression shall commence on the date of the transfer.
- AH.12

APPENDIX I—ALTERNATIVE WORK SCHEDULES

Alternative Work Schedules (AWS), as contemplated by the 2008 Basic Labor Agreement, involve the use of ten (10) and twelve (12) hour per day scheduling without the payment of daily overtime. The process through which such schedules may be adopted is set forth in Section 5-B. In addition, the Parties herewith express their understanding of how certain other contractual matters, impacted through the use of AWS, are to be handled when an AWS is utilized.

AI.1

1. Overtime

An employee on an AWS shall only receive overtime pay for hours worked in excess of their scheduled shift or hours worked in excess of

AI.2

forty (40) hours in a payroll week, subject to the non-duplication provisions.

2. Shift Premium

An employee on an AWS shall be paid \$0.35 per hour for any shift which includes the 12:00 a.m. to 1:00 a.m. hour. AI.3

3. Holidays

An employee on an AWS, and who is eligible to receive pay for a holiday not worked pursuant to Section 10-A, shall receive eight (8) hours pay for each holiday not worked. Should an employee otherwise scheduled to work a holiday subsequently be directed not to report due to a lack of work, they shall receive ten (10) or twelve (12) hours pay (depending on their AWS) for the holiday not worked. AI.4

4. Bereavement Leave

An employee on an AWS who is excused from scheduled work and is eligible for Bereavement Leave pursuant to Section 10-D shall be paid as though they had worked their scheduled shift. AI.5

5. Jury Pay

An employee on an AWS who is excused from scheduled work and is eligible for Jury Pay pursuant to Section 10-F shall be paid the difference between their daily Jury/Witness allowance and what they would have earned had they worked their scheduled shift. AI.6

6. Military Encampment Allowance

An employee on an AWS who is excused from scheduled work and is eligible for Military Encampment Allowance shall be paid the difference between their military encampment allowance and what they would have earned had they worked as scheduled during the encampment period. AI.7

7. Vacations

a. Regular Vacation

An employee on an AWS and eligible for vacation pursuant to relevant Vacation provisions in the Basic Labor Agreement shall receive forty (40) hours of vacation pay for each week of scheduled vacation. Single day vacations shall be paid at eight (8) hours per day. It is understood that if an AWS is implemented during a vacation year it may be necessary to reschedule vacations. AI.8

b. Daily Increment Option

i) An employee group (the group of employees impacted by the AWS and used for purposes of determining the 60% approval) working pursuant to an AWS may elect to receive their annual vacation entitlement entirely in daily increments as follows: AI.9

ii) Each employee's total annual vacation entitlement shall be calculated in hours (40 hours for each week of vacation entitlement) and all vacations shall be taken and paid in daily increments while on an AWS. Each day of vacation taken while on an AWS shall reduce the employee's total annual hourly vacation entitlement by ten (10) or twelve (12) hours depending on the AWS the employee is working. Should an employee's total hourly vacation entitlement while on an AWS not be evenly divisible by ten (10) or twelve (12) hours (depending on their AWS), the employee shall only receive payment for the balance of their remaining hourly vacation entitlement but shall re- AI.10

ceive the remainder of that final vacation day off work as unpaid vacation time.

- iii) The Daily Increment Option must be mutually agreed upon by the Local Parties and elected by more than 50% of the employees in the employee group for each vacation year. Such approval and election must take place by August 31 of the year preceding the vacation year and the entire employee group must schedule their vacations in daily increments in accordance with the relevant vacation provisions in the Basic Labor Agreement. AI.11

- iv) Upon the initial implementation of an AWS and with the mutual agreement of the Local Parties, an employee group may elect to take the balance of their vacation entitlement for the current vacation year pursuant to the Daily Increment Option. Such election must take place prior to the start of the AWS. If such election is made, the remaining vacation entitlement for each employee in the employee group shall be calculated on an hourly basis consistent with the guidelines above, re-scheduled if necessary and taken in daily increments following the start of the AWS. Similarly, an employee that transfers or is permanently assigned to a job covered by an AWS with vacations administered pursuant to the Daily Increment Option shall have their remaining vacation entitlement calculated on an hourly basis, re-scheduled if necessary and shall take vacation in daily increments following their transfer or assignment. AI.12

v) Should an employee group with vacation scheduled pursuant to the Daily Increment Option elect to revoke their approval of an AWS, the Company may reschedule the remainder of each employee's vacation entitlement in weekly increments with the balance of any vacation less than a full week scheduled in daily increments. Similarly, should an employee with vacation scheduled pursuant to the Daily Increment Option transfer or be permanently assigned to a job not covered by an AWS or to a job covered by an AWS with vacations administered pursuant to the Regular Vacation provisions of this Appendix, the Company may reschedule the remainder of the employee's vacation entitlement in weekly increments with the balance of any vacation less than a full week scheduled in daily increments.

AI.13

8. Full Week Guarantee

The Company shall be deemed to have met its Full Week Guarantee provided an employee scheduled to work an AWS has an opportunity to work as scheduled or take vacation and is paid in accordance with these guidelines.

AI.14

9. Profit Sharing

The Local Parties will meet to discuss the treatment of employees scheduled to work an AWS in relation to profit sharing payments.

AI.15

**APPENDIX J—PLANTS COVERED
BY THE BLA**

Lone Star Plant

AJ.1

Star Tubular Plant

2009

JANUARY

| SUN | MON | TUES | WED | THU | FRI | SAT |
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FEBRUARY

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MARCH

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APRIL

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AUGUST

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SEPTEMBER

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OCTOBER

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NOVEMBER

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DECEMBER

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2010

JANUARY

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FEBRUARY

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MARCH

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| 28 | 29 | 30 | 31 | | | |

APRIL

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| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

MAY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

JUNE

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

JULY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

AUGUST

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

SEPTEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

OCTOBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

NOVEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

DECEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

2011

JANUARY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

FEBRUARY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

MARCH

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

APRIL

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

MAY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

JUNE

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

JULY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

AUGUST

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

SEPTEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

OCTOBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

NOVEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

DECEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

2012

JANUARY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

FEBRUARY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | | | |

MARCH

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

APRIL

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | | | | | |

MAY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

JUNE

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |

JULY

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

AUGUST

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

SEPTEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

OCTOBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

NOVEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

DECEMBER

| SUN | MON | TUES | WED | THU | FRI | SAT |
|-----|-----|------|-----|-----|-----|-----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

Notes



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