

K# 2534

# AGREEMENT

Between

# WEIRTON

STEEL CORPORATION

and the



471 pages

Hourly

Effective Date October 26, 2001

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## PREAMBLE

The parties to this Agreement recognize and appreciate the unique challenge and opportunity inherent in an ESOP Company. We - all employees - must work together to achieve the ultimate goal of a strong successful Weirton Steel Corporation.

We have defined a strong, successful Weirton Steel Corporation as a fully integrated steel mill which will offer secure, necessary jobs and secure pensions for our employees and which will offer a strong economic base for our communities and valley.

To achieve our ultimate goal we recognize that initially employees must make a financial sacrifice. Through this Agreement - imperfect as it may be - we have attempted to make the sacrifice as equal and equitable as possible among all employees.

The necessity of our sacrifice is clear. It is our sacrifice which will yield the profit to purchase and rebuild the mill.

We believe that the sacrifice will not have to continue for a long period of time. When the Weirton Steel Corporation is successful and profitable our sacrifice will be replaced by reward. As shareholders and employees we will reap the full benefit of working at and owning Weirton Steel Corporation.

Let us start our New Beginning!

## ARTICLE I

### AGREEMENT

A.1

This agreement entered into this **26th day of October, 2001**, is between Weirton Steel Corporation, (hereinafter referred to as the "Company"), and INDEPENDENT STEELWORKERS UNION, existing under and by virtue of the laws of West Virginia (hereinafter referred to as the "Union").

THIS AGREEMENT WITNESSETH:

## ARTICLE I

### RECOGNITION AND PURPOSE

#### Section A. Bargaining Unit

1.1

1. Definition of "Employee." The term "employee" when and as used in this Agreement shall include all production, maintenance and hourly-rated plant clerical employees of the company's Weirton, West Virginia, and Steubenville, Ohio, plants and the Company recognizes the Union as the sole and exclusive bargaining agent for all such employees; excluding, however, office clerical, salaried, professional and technical employees, and also guards and supervisors, as defined

## ARTICLE I

in the National Labor Relations Act. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claim by any employee or the Union of violation by the Company of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

1.2

2. Exclusion of Supervisors. A list of the plant supervisors to be excluded from the bargaining unit as defined in Section A. of this Article together with their present titles shall be prepared by the Company and shall be submitted to the Union within thirty (30) days after the date this Agreement is signed. Any dispute as to the inclusion or exclusion of any employee of or from such list may be considered a grievance and may be disposed of under this grievance procedure, Article IX hereof.

1.3

3. Performance of Work by Supervisors. A supervisory employee shall perform no work of the type customarily performed by employees within the bargaining unit, except when necessary due to emergencies or to other causes beyond the control of the Company, or for the purposes of instructing and training employees.

## ARTICLE I

### Section B. Purpose

1.4

The purpose of this Agreement is to set forth the basic principles which, during the term of this Agreement, shall govern wages, rates of pay, hours of work and conditions of employment of all employees included within the recognized bargaining unit.

### Section C. No Discrimination

1.5

It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, sex, national origin, age or handicap.

### Section D. Scope

1.6

When Management establishes a new or changed job in a plant so that duties involving a significant amount of production or maintenance work, or both, which is performed on a job within the bargaining unit (or, in the case of new work, would be performed on such a job) are combined with duties not normally performed on a job within the bargaining unit, the resulting job in the plant shall be considered as within the bargaining unit.

## ARTICLE I

This provision shall not be construed as enlarging or diminishing whatever rights exist in respect of withdrawal of non-bargaining unit duties from a job in the bargaining unit, provided that where non-bargaining unit duties are placed in a job in the bargaining unit under this provision, such duties may be withdrawn at any time. Management shall, on request, furnish to the Union reasonable information to permit determination of questions of compliance with this provision.

### Section E. Temporary Supervisors

1.7

1. A bargaining unit employee who is assigned as a temporary supervisor as of the effective date of this Agreement or who is thereafter so assigned shall not cease to be an employee, although initial assignments to such position and terms and conditions of employment applicable to the position shall continue to be solely as determined by the Company.

1.8

2. Any temporary supervisor may be so assigned for an initial period of up to six months. Non-consecutive periods shall be accumulated. If such an assignment continues for longer than six months, the Union may require the Company to meet and review the circumstances surrounding that assignment. If the Company

## ARTICLE I

determines that the position must continue to be filled on a temporary basis, the Union may elect whether to (a) have the current temporary supervisor continue to occupy the position, or (b) have the current temporary supervisor returned to the bargaining unit, at which time the Company may assign the position to a different employee. A temporary supervisor who has served in such capacity for six months or longer, upon his or her return to the bargaining unit in accordance with (b) above, shall not work as a temporary supervisor during the six-month period following his return to the unit. Extensions awarded in accordance with (a) above shall continue for as long as six months, unless mutually agreed otherwise.

1.9

3. An employee assigned as a temporary supervisor on a weekly basis will not work in the bargaining unit during the week in which he or she is assigned as a temporary supervisor unless bargaining unit employees are not available to perform the work. An employee will not be assigned as a temporary supervisor merely as a means of retaining him or her in employment or of recalling him or her from layoff at a time when the application of his or her bargaining unit seniority would not otherwise result in his or her retention in employment.

## ARTICLE I

1.10

4. An employee assigned as a temporary supervisor will not issue discipline to employees, provided that this provision will not prevent a temporary supervisor from relieving an employee from work for the balance of the turn for alleged misconduct.

1.11

5. The Company shall notify the Chairman of the concerned Union Divisional Committee of any temporary supervisor assignment as soon as is practicable, but no later than two (2) calendar weeks after that bargaining unit employee's first turn worked as a temporary supervisor.

## ARTICLE II RATES OF PAY

### Section A. Bonuses

2.1

Bonuses shall be paid to eligible employees during the term of the 1996 Agreement as provided below.

Active employees, as separately determined on September 26, 1997 and September 26, 1998, shall receive a bonus in the gross amount of \$500. The

## ARTICLE II

bonuses described herein shall be paid in the first payroll period following the dates established above for determining eligibility.

Payment of the bonuses provided under this Section shall be by separate check to the eligible employee.

### Section B. Standard Hourly Wage Scales

2.2

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

### Section C. Application of the Standard Hourly Wage Scales

2.3

1. The standard hourly wage scale rate for each job shall be as set forth in Appendix I for non-incentive jobs and in Appendix I-A for incentive jobs. In addition, job classes and training periods for Repair and Maintenance jobs have been established as set forth under Article II, Section D. below.

2.4

2. Each standard hourly wage rate established under the

## ARTICLE II

foregoing paragraph 1. of this Section C. and as set forth in Appendix I is recognized as the rate of a fair day's pay on the job and the established rate of pay for all hours of work on non-incentive job.

2.5

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

2.6

a. The established hourly base rate of pay under any incentive that has been applied to the job since April 27, 1953, or that may be applied to the job during the term of this Agreement; and

2.7

b. The established minimum rate of pay for purposes of the minimum guarantee set forth in Article II, 1. below.

2.8

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

## ARTICLE II

2.9

4. The established rate of pay for each production or maintenance job, other than a trade or craft, apprentice, and helper job and a job eligible for Trade or Craft convention as defined in Section D. below, shall apply to any employee during such time as the employee is required to perform such job.

2.10

5. The established starting rate, intermediate rate, or standard rate of pay for jobs defined as Trade or Craft jobs in Section D. below, shall apply to each employee during such time as the employee is assigned to the respective rate classification in accordance with the applicable provisions of the applicable Job Description and Classification Manual as identified in Article II, Section G. below.

2.11

6. The established apprentice rates of pay shall apply to an employee in accordance with the apprentice training periods as defined respectively in Article II, Section D. below.

2.12

7. The established apprentice rates of pay shall apply to an employee in accordance with the progression periods

## ARTICLE II

defined respectively in Article II, Section D. below.

2.13

8. The job classification of each Trade or Craft job listed in Article II, Section D, 1. below, and each Repair and Maintenance job eligible for Trade or Craft convention listed in Article II, Section D 2. below, was increased by two full job classes, effective January 1, 1966. This addition was identified as a Trade or Craft convention and was recorded as a separate item in Factor 7 of the agreed upon classification.

### Section D. Repair and Maintenance Jobs

2.14

#### 1. Trade or Craft Jobs

Due to the nature of services to be performed in construction, rehabilitation of facilities, and in repair and maintenance work, the job content requirements of trade or craft jobs vary from time to time. Also, the varying qualifications and abilities of the individual trade or craft employees involved. Therefore, the job description of a trade or craft job is required to reflect the scope of duties which a fully qualified journeyman may be called upon to perform in the plant, and the job classification is required to reflect the related job con-

## ARTICLE II

tent requirements of the job. For each job classification thus developed for a trade or craft job, as listed below, there shall be established three (3) hourly wage rates, such rates to include:

2.15

A "standard rate" equal to the plant standard hourly wage scale rate for the respective job class of the job.

2.16

An "intermediate rate" at a level two job classes below the standard rate.

2.17

A "starting rate" at a level four job classes below the standard rate.

2.18

a. The trade or craft jobs are as follows:

Bricklayer  
Electrician (Armature Winder)  
Machinist  
Roll Turner  
Welder

## ARTICLE II

2.19

TRADE OR CRAFT APPRENTICESHIP	TRAINING PERIODS							
	1st	2nd	3rd	4th	5th	6th	7th	8th
	JOB CLASSES							
Bricklayer	6	7	8	9	10	11	12	-
Electrician (Armature Winder)	5	6	7	8	9	10	11	-
Machinist	6	7	8	9	10	11	12	13
Roll Turner	6	7	8	9	10	11	12	-
Welder	6	7	8	9	10	11	-	-

## ARTICLE II

2.20

Additional trade or craft jobs may be established by mutual agreement between the Company and the Union.

2.21

b. A schedule of apprentice rates for the respective apprentice training periods of 1,040 hours of actual training experience with the Company in the trade or craft in each training period is established at the level of the standard hourly wage scale rates for the respective job classes.

2.22

c. An employee who satisfactorily completes a Company apprenticeship course in a given trade or craft shall be assigned to the established starting rate of the respective trade or craft and, coincident with this assignment to the starting rate, shall be afforded an opportunity, upon request, to take the craft determination test for the purpose of ascertaining his proficiency for assignment to the intermediate or standard rate. If an employee initially fails to qualify beyond the starting rate of the craft, he shall thereafter, at 1,040-hour intervals of actual work for the Company in the given trade or craft, be given the opportunity to take the craft determi-

## ARTICLE II

nation test for progression to the standard rate. If an employee qualifies for the intermediate rate of the craft, he shall thereafter, at 1,040-hour intervals of actual work for the Company in the given trade or craft, be given the opportunity to take the craft determination test for progression to the standard rate.

### 2.23

When the craft determination test discloses that an employee has satisfactory qualifications and ability for assignment either to the intermediate or the standard rate of the craft, that employee shall be reclassified accordingly.

### 2.24

When the craft determination test discloses that an employee does not have satisfactory qualifications and ability for assignment to the standard rate level of that craft, the Company shall make available to him such training (classroom and on-the-job, or both) for such period of time as may reasonably be required to permit him to qualify for the standard rate of the craft.

### 2.25

d. With the exception of employees described in the preceding paragraph d., each employee in the plant

## ARTICLE II

regularly performing the described work of a journeyman in a given trade or craft who, as of the date of the Basic Labor Agreement in effect, is assigned to the established starting rate or intermediate rate classification of the respective trade or craft shall, subject to the following provisions of this paragraph d., continue under such assignment during such period of time as the employee continues to perform such work. Each employee subsequently hired as a journeyman shall be assigned either to the starting rate, intermediate rate, or standard rate classification of the respective trade or craft, which assignment shall be on the basis of each individual employee's qualifications and ability in relation to requirements of the job under consideration. Employees assigned to starting rates or intermediate rates as of the date of the Basic Labor Agreement in effect, and those subsequently hired as journeymen and thus assigned, may thereafter, at regular intervals of 1,040 hours of actual work for the Company in the given trade or craft, request and shall receive a determination of qualifications and ability, and shall be reclassified into the next higher rate classification of the respective trade or craft if such determination discloses that satisfactory qualifications and ability have been developed by the employees during the intervening period of

## ARTICLE II

time.

2.26

e. The determination of employee qualifications and ability shall be made by the company subject to review in the grievance procedure of the Agreement in effect of any right either party may have under such Agreement.

2.27

f. Employees who possess the requisite qualifications and ability shall be eligible, together with other recruits, for apprentice training in the respective trades or crafts as the need requires.

2.28

g. The number of trade or craft employees shall be determined by the Company. The placement or displacement of such employees on or from such jobs shall be in accordance with the Agreement. Displaced trade or craft employees may be placed on position rated jobs and shall be paid the position rate of the job.

### 2. Repair and Maintenance Jobs Eligible for Trade or Craft Convention

## ARTICLE II

2.29

a. In addition to the provisions of Section 1, D.1. above, a single standard hourly wage rate equal to the standard hourly wage scale rate for the respective job class of the job shall be established for the following listed repair and maintenance type jobs which as such jobs are or are hereafter established are considered as having comparable job requirements as the Trade or Craft jobs set forth in Section D, 1. above:

- Blacksmith
- Boilermaker
- Carpenter
- Electrician (Lineman)
- Electrician (Wireman)
- Electrician (Shop)
- Electronic Repairman
- Instrument Repairman
- Lead Burner
- Millwright
- Mobile Equipment Repairman
- Motor Inspector
- Painter
- Pipefitter
- Rigger

## ARTICLE II

### Sheet Metal Worker Tool Maker

2.30

b. In addition to the jobs listed above, the Trade or Craft convention in Section C, 8. above, will be applied to related other jobs where the line or promotion to such other related jobs has been through any of the above listed jobs.

### 3. Repair and Maintenance Jobs not Eligible for Trade or Craft Convention

2.31

a. Repair and maintenance jobs not eligible for Trade or Craft convention shall be all jobs other than those covered in the foregoing Section D, 1. and 2. of this Article II in which employees are working on operating and service units for the performance of field inspection, repair, replacement, installation, adjusting and greasing or oiling of facilities and equipment and includes jobs such as:

Oiler

Greaser

and other maintenance jobs of specific and special nature.

## ARTICLE II

2.32

### 4. Repair and Maintenance Jobs - General

a. All repair and maintenance jobs are described on the basis of facts as they normally exist, classified in accordance with the Job Description and Classification Manual, and identified by uniform titles which reflect the nature of the job.

2.34

b. Effective January 1, 1972, an "assistant" job shall be established and described for each repair and maintenance job eligible to receive the two job class Trade or Craft convention. The job class for each "assistant" job shall be the rate set forth in the schedule in D. 4. g. below.

2.35

c. For each job classification thus developed, there shall be established a single standard hourly wage rate equal to the plant standard hourly wage scale rate for the respective job class of the job, except apprentices and helpers as provided in this Section D.

2.36

d. Before an employee assigned as a helper on such

## ARTICLE II

a job is permitted to progress beyond the rate assigned for the first period specified in 4.g. and h. below, of this Section D., he must have demonstrated the necessary ability and qualifications to increase his skill and efficiency as a helper. Any dispute between the Company and the employee as to an employee's having demonstrated the necessary ability and qualifications to progress as specified in 4.g. and h. below, of this Section D., shall be a proper matter for disposition under the grievance procedure. After an employee has been permitted to progress beyond the first period, however, increases shall be granted each period as specified in 4.g. and h. below, of this Section D., so long as the employee remains on such helper or "assistant" job. No rate in excess of the highest appropriate helper or "assistant" rate shall be paid until the employee is promoted to fill a vacancy in and thus assumes responsibility of the single rated job to which he has been assigned as a helper or "assistant".

2.37

e. The number of employees to be assigned as apprentices or helpers on any job shall be determined by the Company and even though an apprentice's or helpers rate may be increased under the

## ARTICLE II

above provisions, he is still considered to be and is classified as an apprentice or helper.

2.38

f. Where training opportunities are not provided by the promotional sequence of related jobs or by apprentice training periods, the wage rates of helpers who assist on repair and maintenance jobs shall be increased in proportion to increased skill and efficiency in accordance with the following schedule:

g. Promotional Schedule for Repair and Maintenance Jobs Eligible for Trade or Craft Convention Job Class

Job Class for Single Rate Jobs (Includes T & C Convention)	Training Periods of 1040 Hours of Service as Helper						Job Class for Trade or Craft Assistant* (Includes T & C Convention)
	1	2	3	4	5	6	
18 or Higher	6	7	8	9	10	11	14
17	6	7	8	9	10		13
16	6	7	8	9			12
15	6	7	8				11
14	6	7					10
13	6						9

\*Employee becomes eligible to advance to Assistant Job Class after 1040 hours' experience in the "Top" Helper Classification.

## ARTICLE II

2.40

*h. Promotional Schedule for Repair and Maintenance Jobs Not Eligible for Trade or Craft Convention Job Class*

Job Class for Single Rate Jobs	Training Periods of 1,040 Hours of Service as Helper						
	1	2	3	4	5	6	7
16 or Higher	6	7	8	9	10	11	12
15	6	7	8	9	10	11	
14	6	7	8	9	10		
13	6	7	8	9			
12	6	7	8				
11	6	7					

## ARTICLE II

2.41

i. The normal or standard force of the foregoing jobs referred to in this Section C, 4., shall be determined by the Company. The placement or displacement of such employees on or from such jobs will be in accordance with the Agreement.

### Section E. Incentive and Rate Committee

2.42

In the interest of the effective administration of Sections D. and F. of this Article, a Union Incentive and Rate Committee consisting of three (3) employees designated by the Union is hereby established. The Committee shall be reduced to two (2) employees designated by the Union, effective the first Sunday in August 1997.

2.43

The committee shall consist of three (3) employees (two employees, effective the first Sunday in August 1997) designated by the Union and another member who will be the Chairman of the Division involved in the incentive or description and classification problem. The Vice-Chairman and Secretary of the Division involved may also attend meetings with Management and this Committee. The Chairman of the Incentive and Rate

## ARTICLE II

Committee shall be the Chairman of the Division involved in the problem. The Committee shall be afforded such time off from work without loss of pay as may be necessary in order to meet with representatives of the Company in the performance of their duties as members of this Committee and whose responsibilities shall be to represent the Union in matters involving the description and classification of new or changed jobs and the establishment of new, adjusted or replaced incentives in accordance with the provisions of this Article.

2.44

The committee shall also meet with designated representatives of the Company to review the Job Description and Classification Manual for Production and Maintenance Jobs dated August 1, 1971.

### Section F. New and Adjusted Incentives

2.45

The April 27, 1953 Agreement as amended between the Company and the Union with respect to establishment of incentives shall continue in effect during the term of this Agreement. The procedures set forth herein for the establishment of incentives are:

## ARTICLE II

2.46

1. The Company may establish new incentives to cover:

2.47

a. new jobs;

2.48

b. jobs not presently covered by incentive applications;  
or

2.49

c. jobs covered by an existing incentive plan where, during a current three-month period, the straight-time average hourly earnings of employees under the plan are equal to or less than the average of the standard hourly wage rates for such employees.

2.50

d. jobs covered by an existing incentive plan where it is practicable to supplement the production based incentive standards with quality based incentive standards.

Each incentive plan, thus installed will be subject to provisions as follows:

(1) The plan will be effective for a ninety (90) day trial period during which the Union may reject the plan for

## ARTICLE II

adverse effect on plan equity.

(2) The Quality Standards or Quality Index provisions will be established using a 7 pay period base period that is mutually agreed to be representative; the quality standards will not be applicable to substandard product resulting from equipment failure(s), the duration of which is significantly beyond base period experience.

2.51

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

2.52

a. The Company shall adjust an incentive to preserve its integrity when it requires modifications to reflect new or changed conditions which are not sufficiently extensive to require cancellation and replacement of the incentive and which result from mechanical improvements made by the Company in the interest of improved methods or products, or from changes in equipment, manufacturing processes or methods, materials processed, or quality or manufacturing standards. Such adjustment shall be established in accordance with the procedure set forth in Article II, E. 5.

## ARTICLE II

2.53

b. The Company shall establish a new incentive to replace an existing incentive when such new or changed conditions as defined in paragraph 2. a. above are of such magnitude that replacement of the incentive is required.

2.54

c. In the event that an incentive is to be replaced pursuant to paragraph 2. b. above, and such replacement incentive is not ready for installation, the Company shall establish an interim period, until such incentive is applied, as follows:

2.55

(1) The interim period shall continue until the Company installs the new incentive, which shall be at the earliest practicable date following cancellation of the incentive to be replaced, but not later than six (6) months from such cancellation unless such period is extended by mutual agreement between the Company and the Union. In the event the Company is unable to install the new incentive within a six-month period, the Company will so advise the Union's Incentive and Rate Committee in writing with reasons therefore, not less than fifteen (15) days prior to expiration of such six-month

## ARTICLE II

period.

2.56

(2) Each employee on the respective job during the interim period shall receive, in addition to the applicable standard hourly wage scale rate in appendix I-A and the applicable hourly additive, a special hourly interim allowance equal to the percentage equivalent of the straight-time average hourly earnings (which do not include the applicable hourly additive) above the standard hourly wage rates in Appendix I-A of all regularly assigned incumbents of the job during the three (3) months immediately proceeding cancellation of the incentive, provided the average performance of such three-month period is maintained. If the job involved is a new job, the interim allowance shall be the average interim allowance of the incumbents to whom such allowance applies expressed as an average of the applicable percentages.

2.57

(3) Such special hourly interim allowance shall be identified with the job; apply to any employee while on such job; and continue in effect until the replacement of the cancelled incentive becomes effective.

## ARTICLE II

2.58

(4) In case an employee receiving a special hourly interim allowance voluntarily maintains a performance appreciably below that of the three (3) months immediately preceding cancellation of the incentive, after notification of such employee and his Union Steward, application of the special hourly interim allowance may be suspended during such further portion of the interim period as the lower rate of performance is voluntarily maintained.

2.59

3. New incentives established pursuant to Article II, F. 1. and Article II, F.2.b. above shall be established in accordance with the following procedure:

2.60

a. The Company will develop the proposed incentive;

2.61

b. The proposal will be submitted to the Union's Incentive and Rate Committee for the purpose of explaining the incentive and arriving at agreement as to its installation. The Company shall, at such time, furnish such explanation with regard to the

## ARTICLE II

development and determination of the incentive as shall reasonably be required in order to enable the Union Representatives to understand how such incentive was developed and determined and shall afford to such Union Representatives a reasonable opportunity to be heard with regard to the proposed incentive;

2.62

c. If agreement is not reached, the matter shall be reviewed in complete detail by the Union's Incentive and Rate Committee and the Company for purpose of arriving at mutual agreement as to installation of the incentive;

2.63

d. Should agreement not be reached within five (5) days after the Company proposal is submitted, the proposed new incentive may be installed by the Company and the employee or employees affected may at any time after thirty (30) days, but within sixty (60) days following the installation, file a grievance alleging that the new incentive does not provide equitable incentive compensation. Such grievance shall be processed under the Grievance Procedure of this Agreement. Any such grievance shall be decided upon the basis of whether or not

## ARTICLE II

the new standard time values accurately reflect the work load of the job and therefore do or do not provide equitable incentive compensation. Any such decision shall be effective as of the date when the new incentive was put into effect;

2.64

e. In the event the Company does not develop an incentive, as provided in Article II, F.2.b. above, the employee or employees affected may, if filed promptly, process a grievance under the Grievance Procedure of this Agreement requesting that an incentive be installed in accordance with the provisions of this Section. If any such grievance is granted it shall be effective as of the date when the grievance was filed.

2.65

4. When an incentive is replaced pursuant to Article II, E.2.b. above, the incentive earnings (which do not include the applicable hourly additive) expressed as a percentage above the Appendix I-A standard hourly wage rate on the replacement incentive for a job covered thereunder shall not be less than the percentage of incentive earnings (which do not include the applicable hourly additive) received as an average by all regularly assigned incumbents of that job under the replacement

## ARTICLE II

incentive during the three (3) months preceding its cancellation provided that the average performance during such three-month period is maintained. As to any job which did not exist under the replacement incentive, the average percentage calculated for jobs which did exist under the replacement incentive, the average percentage calculated for jobs which did exist shall apply under the same conditions.

2.66

5. Adjusted incentives, established pursuant to Article II, F.2.a. above, shall be established in accordance with the following procedure:

2.67

a. The Company will develop and install the adjustment as soon as practicable;

2.68

b. The adjustment will be submitted to the Union's Incentive and Rate Committee for the purpose of notification, and the Company shall furnish such explanation of the adjustment as shall reasonably be required to enable the Union's Incentive and Rate Committee to understand how such adjustment was developed;

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2.69

c. The employees affected may at any time after thirty (30) days, but within sixty (60) days following installation, file a grievance which shall be processed under the Grievance Procedure of this Agreement. Any such grievance shall be decided upon the basis of compliance with the requirements of Article II, F.2.a. above, and if any such grievance is granted it shall be effective as of the date when the adjustment was put into effect;

2.70

d. In the event the Company does not adjust an incentive as provided in Article II, F.2.a. above, the employee or employees affected may, if filed promptly, process a grievance under the Grievance Procedure of this Agreement requesting that an adjustment to the incentive be installed in accordance with the provisions of this Section. If any such grievance is granted, it shall be effective as of the date when the grievance was filed.

### Section G. Description and Classification of New or Changed Jobs

2.71

The August 1, 1971 Job Description and Classification

## ARTICLE II

Manual (hereinafter referred to as the "Manual") agreed to by the parties is hereby made a part of the Agreement and shall be used to describe and classify all new or changed jobs in accordance with the following procedure.

2.72

This procedure is not to be construed or interpreted in any way as a license for any review of job descriptions and classifications currently in effect as provided below:

2.73

1. All new jobs, including trade or craft jobs established on or after August 1, 1971 shall be classified by the provisions set forth in the Manual.

2.74

2. All jobs that are changed in job content (requirements of the job as to training, skill, responsibility, effort or working conditions) on or after August 1, 1971, shall be reclassified only in those factors affected by the change, using only Section V. of the Manual - "The Basic Factors and Instructions for Their Application," and Section VI. of the Manual - "Conventions for Classification of Designated Jobs"; where applicable. When and if the net total of the changes in the factors affected equals less than one (1) full job class, a supplementary record shall be established to maintain the job description and classification on a current basis and to

## ARTICLE II

enable a subsequent adjustment of the job description and classification for an accumulation of small job content changes. When and if the net total of the changes in the factors affected, or the accumulation of such changes, equal a net total of one (1) full job class or more, a new job description and classification for the job shall be established in accordance with item 1. above.

### 2.75

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

### 2.76

When and if from time to time, the Company, at its discretion, establishes a new job or changes the job content (requirements of the job as to training, skill, responsibility, effort, and working conditions) of an existing job to the extent of one (1) full job class or more, a new job

## ARTICLE II

description and classification for the new or changed job shall be established in accordance with the following procedure:

2.77

1. The Company will develop a description and classification of the job in accordance with the provisions of the Manual.

2.78

2. The proposed description and classification will be submitted to the Union's Incentive and Rate Committee for approval, and the standard hourly wage scale rate for the job class to which the job is thus assigned shall apply in accordance with the provisions of Article II, C.

2.79

3. The Union's Incentive and Rate Committee and a designated representative of the Company shall discuss and determine the accuracy of the job description.

2.80

4. If the Company and the Union's Incentive and Rate Committee are unable to agree upon the description and classification, the Company shall install the proposed classification, and the standard hourly wage scale rate for the job class to which the job is thus assigned and

## ARTICLE II

shall apply in accordance with the provisions of Article II, C. The Union's Incentive and Rate Committee shall be exclusively responsible for the filing of grievances and may at any time within thirty (30) days from the date of installation, file a grievance, setting forth the factors and factor codings which are in dispute, with the appropriate Plant Manager or his designated representative at Step 2 of the Grievance Procedure alleging that the job is improperly described and/or classified under the provisions of the Manual.

2.81

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

Section H. Personal Out-of-Line Differentials and Applications of General Wage Increase

2.82

As of the effective date of any general wage increase

## ARTICLE II

during the term of this Agreement, the out-of-line differential then in effect for an employee on a given job and identified with such employee and such job shall continue to apply only to such employee while on such job and remain in effect until the expiration of this Agreement unless otherwise reduced or eliminated. Any such out-of-line differential multiplied by hours paid for on such jobs shall be added to earnings of such employees.

### Section I. Existing Incentive Plans

2.83

1. Effective as of the dates specified in Appendix I-A, each employee on a job covered by an existing incentive plan in effect on April 27, 1953, shall receive for each hour worked, in addition to earnings received under the prior Agreement, the applicable hourly additive specified in Appendix I-A.

2.84

2. All existing incentive plans in effect on April 27, 1953, including all existing rates incidental to each plan (such as hourly, the addition in paragraph 1. above, base, piecework, tonnage, premium, bonus, etc.) and all incentives installed after April 27, 1953, shall remain in effect until replaced by mutual agreement of the

## ARTICLE II

Company and the Union or until replaced or adjusted by the Company in accordance with Article II, F.

2.85

3. For purpose of minimum guarantee under incentives, each employee while compensated under the existing incentive plan in effect on April 27, 1953, shall receive for the applicable single or multiple number of eight-hour turns the highest of the following:

2.86

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

2.87

b. the total amount arrived at by multiplying the hours worked by the existing fixed occupational hourly rate, if any; or

2.88

c. the total amount arrived at by multiplying the hours worked by the applicable standard hourly wage rate as specified in Appendix 1-A plus the applicable hourly additive.

### Section J. Wage-Rate Inequity Grievance

## ARTICLE II

2.89

No basis shall exist for an employee, whether paid on an incentive or non-incentive basis, to allege that a wage rate inequity exists and no grievance on behalf of an employee alleging a wage-rate inequity shall be filed or processed during the term of this Agreement.

### Section K. Correction of Errors

2.90

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

### Section L. Miscellaneous

2.91

Where the Company requires an employee to forego work on the job to which the employee is assigned in accordance with the seniority provisions of Article VIII - Seniority, of this Agreement to perform work on a lower paying job, such employee, in accordance with the provisions of this Article, shall receive the established rate of pay for the job performed. In addition, while performing work under such circumstances, such employee shall receive such individually authorized special allowance as may be required to equal the earnings by the employee.

## ARTICLE II

### Section M. Shift Differential

2.92

1. Amount of Shift Differentials. There shall be paid for hours worked (1) on the afternoon shift, a premium rate of thirty cents (30c) per hour, and (2) on the night shift, a premium rate of forty-five cents (45c) per hour.

2.93

2. Identification of Shifts. Shifts shall be identified in accordance with the following:

2.94

a. Day shift includes turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.

2.95

b. Afternoon shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m. inclusive.

2.96

c. Night shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight, inclusive.

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2.97

3. Non-Normal Shifts. The exact starting and ending time of each shift be posed in each department in accordance with the prevailing practice of that department and shift differentials shall be paid as follows:

2.98

a. For hours worked which fall in the prevailing day turn of the department, no shift differential shall be paid.

2.99

b. For hours worked which fall in the prevailing afternoon turn of the department, the afternoon shift differential shall be paid.

2.100

c. For hours worked which fall in the prevailing night turn of the department, the night shift differential shall be paid.

2.101

4. Shift Premium on Call-Outs. An employee who completes his regular eight-hour turn and after leaving the Company's premises is called out, shall be paid the applicable shift differential for the hours credited for

## ARTICLE II

such call-out.

2.102

5. Shift Premium on Overtime. 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 earnings but shall be computed by multiplying the hours worked by applicable differential and the amounts so determined added to earnings.

2.103

6. Shift Premium on Allowed Time. 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 worked.

### Section N. Sunday Premium

2.104

1. An employee shall be paid a premium of fifty percent (50%) based on his regular rate of pay as defined in Article IV, B. 3. for all hours worked on Sunday.

2.105

2. For the purpose of this provision, Sunday shall be deemed to be the twenty-four hours beginning with the

## ARTICLE II

turn-changing hour as set forth in Article III, G.

2.106

3. Sunday premium based on the standard hourly wage rate shall be paid for reporting allowance hours.

### Section O. Profit Sharing in Lieu of Cost-of-Living

2.107

For the purpose of this Agreement, the Company and the Union agree that any Cost-of-Living provision applicable in previous agreements shall be suspended and shall have substituted for it a profit sharing plan as described in the Weirton Steel Corporation Profit Sharing Plan effective January 11, 1984, as modified by the Settlement Agreement pertaining to amendments to the Employee Stock Ownership Plan, Profit Sharing Plan, and Corporate Charter and By Laws ratified on March 6, 1989, and the 1989 P&M Settlement Agreement dated December 29, 1989.

2.108

The Union's share of the bonus monies established above will be determined as follows:

1. The Total Profit Sharing Amount shall be multiplied by a percent, which is based on scheduled

## ARTICLE II

restoration of ESOP reduction related to wages. The Total Profit Sharing Amount shall be multiplied by 50% for the Plan Year 1989, by 60% for the Plan Year 1990, and by 100% for the Plan Year 1991 and thereafter. This amount will then be allocated to each Employee Category by multiplying the amount by a fraction, the numerator of which is the sum of the number of Work Units in the Plan Year of all Employees in the Employee Category who are eligible to participate in the profit sharing distribution under Article III of the Plan and summer hires in the Employee Category over the sum of total Work Units in the Plan Year of all employees eligible to participate in the profit sharing distribution under Article III of the Plan and all summer hires.

2. All remaining monies in the total Profit Sharing Amount shall be distributed to each Employee Category in accordance with the formula set forth in Section 5.2 of the plan.

### Section P. Earnings Protection Plan

2.109

1. Purpose. The Purpose of the Earnings Protection Plan (EPP) is to protect a level of earnings for hours worked by employees, with particular emphasis on

## ARTICLE II

employees displaced in technological change, through provisions of a benefit to be known as a Quarterly Income Benefit (QIB) which, when added to an employee's average earnings for hours worked in a quarter, will increase such average earnings to a specified percentage of the employee's average earnings for hours worked during a base period preceding such quarter.

2.110

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

2.111

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

2.112

"Base period" - The pay periods paid in the calendar year preceding the benefit quarter, provided, however, that effective January 1, 1978, with respect to any employee who has twenty (20) or more years of continuous service at the start of the first benefit quarter in any

## APPENDIX III

ESOP reduction factor set forth in Article II, Section A, but will be included in earnings for purposes of arriving at an employee's gross (W-2) earnings.

### III-1.3

3. Maximum allowance credit units will be reduced under paragraphs 2.0 through 2.4 to provide a maximum of twenty-six (26) credit units for two-to-ten-year service employees, and a maximum of fifty-two (52) credit units for over ten-year service employees, provided however, the provision regarding employees with greater than twenty (20) years' service shall remain as stated in the SUB; Plan.

### III-1.4

4. Benefits under the SUB Plan will be reduced by the "ESOP Reduction Factor" in effect at the time of eligibility for benefit for the duration of the Agreement.

### III-1.5

5. Short workweek benefits will be payable under the rules of the SUB Plan but any such payments made will not count against attaining or maintaining maximum financing for purposes of 1. or 2. above.

### III-1.6

6. No employee shall receive SUB under this

## ARTICLE II

benefit quarter, exclusive of any QIB paid during the benefit quarter.

2.116

“Continuous Service” - Continuous service as determined under the Company’s non-contributory pension provisions.

2.117

“Eligible employees” - Employees who have two (2) or more years of continuous service as of the end of the benefit quarter and who have worked 160 or more hours during the base period.

2.118

“SUB Plan” - The SUB Plan established pursuant to Article VIII - Supplemental Unemployment Benefit Program.

### 3. Quarterly Income Benefits

2.119

a. Each eligible employee shall receive a QIB for any benefit quarter for which his benefit quarter rate does not equal or exceed eight-five percent (85%) of his base period rate provided, however, that effective January 1, 1978, any employee who has twenty (20) or more years of continuous serv-

## ARTICLE II

ice at the start of the first benefit quarter in any calendar year shall receive a QIB, subject to all the provisions of the EPP, for any benefit quarter for which his benefit quarter rate does not equal or exceed ninety percent (90%) of his base period rate.

2.120

b. Subject to the provisions of c. and d. below, the amount of the QIB for an employee shall be determined with reference to the hours worked by him in the benefit quarter by multiplying (i) the sum of the number of such hours paid for at straight-time plus 1.5 times the number of such hours paid for at overtime rates by (ii) the amount, if any, by which his benefit quarter rate was less than eighty-five percent (85%) of his base period rate provided, however, that effective January 1, 1978, with respect to any employee who has twenty (20) or more years of continuous service at the start of the first benefit quarter in any calendar year, the amount of the QIB shall be determined with reference to the hours worked by him in the benefit quarter by multiplying (i) the sum of the number of such hours paid for at straight-time plus 1.5 times the number of such hours paid for at overtime rates by (ii) the amount, if any, by which his benefit quarter rate was less than ninety percent (90%) of his base period rate

## ARTICLE II

2.121

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

2.122

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

### 4. Disqualification

2.123

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

2.124

(1) Assignment at his own request or due to his own fault to a job with lower earning opportunities or fail-

## ARTICLE II

ure to accept assignment rights to a job with higher earning opportunities; except in the case of assignments related to the manning of a new facility or other situations where it is clear from the surrounding circumstances that such event should not affect eligibility for a QIB.

2.125

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

2.126

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

2.127

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

### 5. General

2.128

a. Any QIB payable in accordance with the terms of this plan shall be paid promptly after the end of the benefit quarter for which it is payable, shall be considered wages for the purpose of any applicable law,

## ARTICLE II

and shall be included in calculating earnings for the purposes of the Company's non-contributory pension provisions and extended vacations, but not for the SUB Plan or any other purpose including regular vacations. For the purposes above provided, the QIB shall constitute wages for the calendar quarter in which it is paid.

2.129

b. Disputes arising under the EPP shall be processed under the procedure applicable to disputes arising under the SUB Plan.

2.130

In the event that an employee accepts an offer to SLTE on a job not covered by the Earnings Protection Plan (EPP) (Article II, Section 0 of the Basic Labor Agreement), he shall nevertheless receive, during the quarter in which he starts work on the new job and for the succeeding eight quarters, the same earnings protection as is afforded by the EPP for a job covered by the EPP. If he was not covered by the EPP in his previous employment with the Company, his "average earnings" for the purpose of EPP shall be calculated as though such previous employment had been covered by the EPP.

## ARTICLE III

### HOURS OF WORK

#### Section A. Scope

3.1

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week. This Article shall not be considered as any basis for the calculation or payment of overtime which is covered solely by Article IV - Overtime.

#### Section B. Normal Workday

3.2

The normal workday shall be eight (8) consecutive hours of work in a twenty-four-hour period.

#### Section C. Schedules

3.3

##### 1. Posting and Changes in Weekly Schedules.

a. Schedules showing employees' workdays shall be posted or otherwise made known to employees in accordance with prevailing practices but not later than Thursday of the week preceding the calendar week in which the schedule becomes effective. Weekly working schedules providing split days off shall not be continued unless a weekly working schedule providing consecutive days off regularly

### ARTICLE III

would require the payment of overtime and weekly working schedules requiring six (6) consecutive days or more of work will be continued or established only where agreeable to the majority of employees involved. However, all such weekly working schedules which do not provide consecutive days off each week or which provide six (6) consecutive days or more of work as presently in effect shall be deemed to have been agreed to by the employees involved and the Union subject to the right of the Union to seek revision thereof to conform to the five (5) consecutive days of work and two (2) consecutive days off pattern upon sixty (60) days' notice to the Company. During any such sixty-day period, the existing schedule shall be reviewed, alternate schedules discussed and, if appropriate, employees canvassed as to their desires. It is understood that any transition from present schedules to five (5) and two (2) schedules as contemplated in this paragraph shall be conducted in an orderly manner and where additional time is required to assure an orderly transition, the Company will so notify the Union Steward or Stewards involved.

3.4

b. Schedules may be changed by the Company at any time; provided, however, that any changes made after

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Thursday of the week preceding the calendar week in which the changes are to be effective shall be explained at the earliest practicable time to the Union Steward of the employees affected; and provided further that, with respect to any such schedules, no changes shall be made after Thursday except for breakdowns or other matters beyond the control of the Company. Any claimed violation by the Company of the provisions of this paragraph 1. with respect to weekly work schedules shall be the proper subject of a grievance under the Grievance Procedure. If a schedule is posted after Thursday of the week preceding the calendar week in which the schedule becomes effective in violation of the Company's obligation set forth in Section C, 1. a. above, or is changed after Thursday of the week preceding the calendar week in which the changes are to be effective, the Company will notify those employees affected by the late or revised posting who are not scheduled to be at work between the time the new or revised schedule is actually posted and the time that the employee is next scheduled to report to work, provided, however, that this obligation will not exist in departments or areas thereof in which an established scheduling pattern exists and in which employees are scheduled in accordance with such pattern for the subsequent week, regardless of when

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the schedule is actually posted.

### 3.5

2. Division of Overtime. Opportunities for overtime work shall be equally divided among available incumbents performing the same kind of work in the same group or sequence, consistent with rules and regulations to be adopted by mutual agreement of the Company and the Union. However, the Company may hold over Craft employees to complete assigned jobs, regardless of overtime standing/seniority, for the first four (4) hours of overtime. Further, all overtime agreements will include the common charging language agreed to during the 1996 negotiations. **Effective June 8, 2001, the common charging language may be modified by local agreement.** Records showing the distribution of overtime opportunity, together with records of call-outs and attempted call-outs setting forth; all pertinent facts in connection therewith (including date, time, phone number called, person called, person taking the call, etc.) shall be maintained by the Company for at least three (3) months. Where such records are compiled electronically, such recordings will be maintained for such period unless and until transcribed; and such records, or the transcriptions thereof, shall be made available to the Steward involved during normal business hours. In the event such record becomes the sub

## ARTICLE III

ject of a grievance, it shall be maintained, in original or transcribed form, until such grievance is finally resolved.

### 3.6

4. Overtime. When employees qualified to perform the work could be recalled from layoff because it is reasonably foreseeable that there will be work for such employees for a period of two (2) or more weeks, then Management will notify the Union if it decides to have such work performed on an overtime basis instead of recalling employees. Upon the request of the appropriate Grievance Committeeman, Management will discuss with him the reason for its decision and any suggested alternative. Such discussion will constitute full compliance with the requirements of this provision.

### Section D. Reporting Allowances

### 3.7

1. Amount of Reporting Allowance. An employee who is scheduled or notified to report and who does report for work shall be provided with and assigned to a minimum of six (6) hours of work on the job for which he was scheduled or notified to report or, in the event such work is not available, shall be assigned or reassigned to another job of at least equal job class for which he is qualified. In the event, when he reports for work, no

## ARTICLE III

work is available, he shall be released from duty and credited with a reporting allowance of six (6) times the standard hourly wage rate of the job for which he was scheduled or notified to report. When an employee who starts to work is released from duty before he works a minimum of six (6) hours, he shall be paid for the hours worked in accordance with Article II - Rates of Pay and credited with a reporting allowance equal to the standard hourly wage rate of the job for which he was scheduled or notified to report, multiplied by the unutilized portion of the six-hours minimum.

### 3.8

2. Exclusions from Reporting Allowance. The provision of paragraph 1. of this Section D., shall not apply in the event that:

### 3.9

a. Strikes, work stoppages in connection with labor disputes, failure of power or other utilities or acts of God, including weather conditions, interfere with work being provided; or

### 3.10

b. An employee is not put to work or is laid off after having been put to work, either at his own request or due to his own fault; or

## ARTICLE III

### 3.11

c. An employee refuses to accept an assignment or reassignment within the first six (6) hours as provided in paragraph 1. above; or

### 3.12

d. The Company gives the employee actual notice that he should not report to work before the employee leaves his residence to report to work, or in the absence of actual notice to the employee, notice received at the employee's residence at least two (2) hours prior to the scheduled starting time of the shift:

### 3.13

e. An employee who has been absent from work fails to notify his department supervisor of his intention to return to work in time for the department supervisor to notify his replacement not to report on the absent employee's next regular shift. Times at which such notices of intention to return to work must be made will be determined in each department by the department supervisor and the Union Steward of the employees involved and when determined shall not be effective unless posted in the department.

### 3.14

3. Limited Reporting Allowances Under Abnormal

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Conditions. An employee who reports to work as provided in paragraphs 1. and 2. above, but who is not assigned to any work because work is not available to him because of failure of power or other utilities; or acts of God, including weather conditions, shall be credited with a reporting allowance of two (2) times the standard hourly wage rate of the job for which he was scheduled or notified to report. When such an employee who starts to work is released from duty because work is no longer available to him because of failure of power or other utilities or acts of God, including weather conditions, before he works a minimum of two (2) hours, he shall be paid for the time worked in accordance with Article II - Rates of Pay and credited with a reporting allowance equal to the standard hourly wage rate of the job for which he was scheduled or notified to report multiplied by the unutilized portion of the two-hour minimum.

### Section E. Call-Outs

#### 3.15

If an employee is called out to replace another employee who has failed to report to work or who has been unable to complete his regular turn, the employee who is called out shall not be required to work beyond the end of the turn and, if he completes the turn, shall receive pay for the full eight-hour turn. If an employee

## ARTICLE III

is called out because of a breakdown, flood, or other emergency, he shall not be required to work beyond the end of the emergency and shall receive pay for the full eight-hour turn even though the emergency may end before the completion of such turn. If an employee is called out due to an emergency and the emergency carries over into another turn, the employee shall be paid eight (8) hours for the "call-out" turn, and shall also be paid eight (8) hours for the turn during which the emergency ceased to exist. An employee who is called out shall receive regular rate of the job worked during the call-out, including any overtime to which he may be entitled. An employee who reports for call-outs shall be entitled to work his regular turns.

### Section F. Absenteeism

#### 3.16

Whenever an employee has just cause for reporting late or absenting himself from work, he shall, whenever practicable, give notice as far in advance as possible to his supervisor or other person designated to receive such notice.

#### 3.17

Should an employee not have just cause for failing to give notice, he shall be subject to discipline (regardless of whether or not the employee is otherwise subject to

## ARTICLE III

discipline) for reporting late for or absenting himself from work without just cause.

### Section G. Workweeks

#### **3.18**

The standard work weeks in the various departments and sub-departments of the Company shall begin at the turn-changing time nearest to midnight between Saturday and Sunday, except in those departments and sub-departments where at the present time the standard workweek begins at the turn-changing time at the start of the daylight shift on Sunday.

### Section H. Allowance for Jury or Witness Service

#### **3.19**

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

## ARTICLE III

had he not been performing such service (plus any holiday in such period which he would not have worked) and the pay for each such day shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to such service. The employee will present proof that he did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received thereof. Witness allowance will not be payable to any employee who is subpoenaed or otherwise appears as a witness in any proceeding in which his testimony arises out of or results from his ownership of or employment with any organization other than Weirton Steel Corporation.

## ARTICLE IV OVERTIME

### Section A. Purpose

4.1

This Section provides the basis for the calculation of, and payment for, overtime and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week.

### Section B. Definition of Terms

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### 4.2

1. Definition of "Workday." A "workday" for the purpose of computing daily overtime is the twenty-four-hour period beginning with the time the employee begins work. However, a "day worked" for the purpose of determining eligibility for seventh-day double-time in workweeks in which a holiday does not fall (hereinafter referred to as a "regular workweek"), and for the purpose of determining eligibility for sixth-day time and one-half and seventh-day double-time in workweeks in which a holiday does fall (hereinafter referred to as a "holiday workweek"), shall consist of some time actually worked, whether a few minutes or a full shift or more, within each of five (5) of six (6) other twenty-four-hour periods in the workweek with each such twenty-four-hour period beginning at the exact hour at which the workweek begins for the employee concerned.

### 4.3

2. Definition of "Workweek". A "workweek" for the purposes of this Section shall consist of seven (7) consecutive twenty-four-hour periods starting on Saturday or Sunday, as the case may be, at the hours set forth in Section G. of Article III and ending at the same time, seven (7) consecutive days or 168 hours later.

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4.4

3. Definition of "regular rate of pay". The "Regular Rate of Pay", as the term is used in Section C. below, shall mean the hourly rate which the employee would have received for the work had it been performed during non-overtime hours; for employees on an incentive, tonnage or piecework basis, such regular rate of pay shall be the average straight-time hourly earnings as computed in accordance with existing practices.

### Section C. Conditions Under Which Overtime Shall Be Paid

4.5

1. Overtime at Time and One-half. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid for:

4.6

a. Hours worked in excess of eight (8) hours in a workday or in excess of twenty-four consecutive hours.

4.7

b. Sixth day worked in a holiday workweek in which for this purpose only, the holiday shall count as a day worked even though no work was actually performed by the employee on such holiday.

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4.8

c. Hours worked in excess of forty (40) in a work-week.

4.9

2. Double Time. Overtime at the rate of two (2) times the regular rate of pay shall be paid for:

4.10

a. Hours worked on the seventh day worked in a regular workweek and in a holiday workweek in which, for this purpose only, the holiday shall count as a day worked even though no work was actually performed by the employee on such holiday;

4.11

b. Hours worked in excess of eight (8) hours on the sixth day worked in an employee's regular work week if the first eight (8) hours so worked begin during the sixth twenty-four-hour period in such work week.

4.12

3. Holiday Overtime. For all hours worked by an employee on any of the holidays specified below, over

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time shall be paid at the overtime rate of two and one-half (2 1/2) times the employee's regular rate of pay.

4.13

The holidays specified are January 1, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In addition, the following holidays will be added: in 1991, Memorial Day Observance; in 1992, Christmas Eve; in 1993, Good Friday. The holiday shall be the twenty-four-hour period beginning with the turn-changing hours set forth in Section G. of Article III - Hours of Work. If the calendar holiday is on Sunday, for the purposes of this Agreement, the holiday shall be the following Monday for the employees who work on the Sunday on which the holiday falls.

4.14

4. *Non-duplication.* Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision, provided, however, that a holiday, whether worked or not, shall be counted for purposes of computing overtime liability under the provisions of Section C. 1.b. above and hours worked on a holiday shall be counted for purposes

## ARTICLE IV

of computing overtime liability under the provisions of C.I.a. above.

4.15

5. Reporting Allowance Excluded from Overtime Computation. Reporting allowances under Section D. of Article III - Hours of Work, shall not be used for determining hours of work or earnings for the calculation of or payment for overtime.

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## ARTICLE V

### HOLIDAY ALLOWANCE

#### Section A. Pay for Holidays not Worked

5.1

Employees, except those who are ineligible under the provisions of Section B. of this Article, who do not work on a holiday recognized by the Company, listed in Section C. of Article IV - Overtime, will be paid a holiday allowance equal to eight (8) times their average straight-time earned rate per hour (excluding any shift differential) as determined by such rate per hour earned on the last shift worked prior to the holiday.

5.2

Whenever an employee works on a lower paid job other than his regular job on the last shift immediately preceding such holiday, at the request of Management, he shall receive holiday allowance based on the rate of pay of his regular job if he has worked on such regular job within 168 hours next preceding such holiday. This will not apply to an employee who is regularly scheduled on such lower paying job.

#### Section B. Eligibility Requirements

## ARTICLE V

5.3

Such an employee will be ineligible to receive a holiday allowance under the following conditions:

5.4

1. If he is scheduled to work on the holiday and then fails without an acceptable reason to work the full shift on such holiday.

5.5

2. If he fails without an acceptable reason to work the full shift on his scheduled working day prior to the holiday and the full shift on his first scheduled workday after the holiday.

### Section C. Excuses for Absences Affecting Holiday Allowance

5.6

1. An employee who fails to work on a holiday after having been scheduled to work or who fails to work the full shift on both the scheduled working days prior to and after the holiday, as provided in Section B. of this Article, shall nevertheless be entitled to his holiday allowance if his absence was due to any of the following reasons:

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- a. Scheduled vacation or vacation days; 5.7
- b. Attendance in court as a subpoenaed witness or a member of a jury. 5.8
- c. Required appearance before a Draft Board: 5.9
- d. Attendance at a funeral of a member of the employee's immediate family; i.e., parents, grandparents, grandchildren, parents-in-law, spouse, children, brothers, sisters, spouse's grandparents, spouse's brothers, spouse's sisters, or any other relative residing with the employee; 5.10
- e. Lateness not exceeding one (1) hour or lateness in excess of one (1) hour for a reason acceptable to the Company; or 5.11
- f. Short term layoff; or 5.12
- g. Any other reason if the Company is notified 5.13

## ARTICLE V

before the absence has occurred and permission to be absent is granted by the Company. All such requests shall be made to the employee's Supervisor and permission to be absent, if granted, shall be in writing.

### 5.14

2. An employee who fails to work on a holiday after having been scheduled to work or who fails to work the full shift on both the scheduled working days prior to and after the holiday, as provided in Section B. of this Article and who has worked some time within the 168 hours preceding the beginning or following the end of the holiday, shall nevertheless be entitled to holiday allowance, if his absence was due to any of the following reasons:

### 5.15

a. Layoff by the Company for lack of work;

### 5.16

b. Illness or injury (non-compensable under Workers' Compensation Laws) of the employee and certified by a doctor's certificate.

### 5.17

3. An employee who fails to work on a holiday or who

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fails to work the full shift on both the scheduled working days prior to and after the holiday as provided in Section B. of this Article, and who failed to so work because of disability due to an injury or illness compensable under the applicable Worker's Compensation laws, shall nevertheless be entitled to a holiday allowance if the holiday occurs within 182 days after the date the employee was first absent from work due to disability from such injury or illness or if the employee returns to work within 168 hours following the end of the holiday.

### Section D. Less than Full Shift on Holiday

5.18

If an eligible employee performs work on a holiday, but works less than eight (8) hours, he shall be entitled to the benefits of this Article to the extent that the number of hours worked by him on the holiday is less than eight (8). This section applies in addition to the provisions of Article III, D., where applicable.

## ARTICLE VI VACATIONS

### Section A. Eligibility

6.1

1. Work Requirements for Vacations. To be eligible for

## ARTICLE VI

a vacation in any calendar year during this Agreement, the employee must:

6.2

a. Have one (1) year or more of continuous service; and

6.3

b. Not have been absent from work for six (6) consecutive months or more in the preceding calendar years; except that in case of an employee who completes one (1) year of continuous service in such calendar year, he shall not have been absent from work for six (6) consecutive months or more during the twelve (12) months following the date of his original employment; provided, that an employee with more than one (1) year of continuous service who in any year shall be ineligible for a vacation by reason of the provisions of this paragraph as a result of an absence on account of layoff or illness, shall receive one (1) week's vacation with pay in such year if he shall not have been absent from work for six (6) consecutive months or more in the twelve (12) consecutive calendar months next preceding such vacation. Any period of absence of an employee while on vacation pursuant to this Article shall be deducted in determining the length of a

## ARTICLE VI

period of absence from work for the purposes of this Section A. 1.b. of Article VI.

6.4

c. Any period for which Workers' Compensation or sickness and accident benefits under the Employees Relief and Beneficial Association are paid because of disability and during which the employee would have been working shall be counted as time worked for the purpose of vacation eligibility in the first vacation year following the beginning of any such period of disability during which the employee would not otherwise have been eligible for a full vacation.

6.5

2. Calculation of Continuous Service for Vacations. Continuous service shall date from the date of first employment at the plant, unless there has been a break in continuous service, in which event the subsequent date of employment following a break in continuous service shall control. In any case, "vacation dates" established and/or agreed to prior to the date of this Agreement shall continue to be recognized for vacation purposes. Continuous service, for vacation purposes, shall be accumulated and calculated in the same manner as continuous service for seniority purposes as set forth

## ARTICLE VI

in Article VIII of this Agreement except that there shall be no accumulation of service in excess of the first two (2) years of any continuous period of absence on account of layoff in the calculation of service for vacation eligibility.

6.6  
3. Forfeiture of Vacations. An employee, even though otherwise eligible under this Section A., shall forfeit the right to receive vacation benefits under this Section if he quits, retires or is discharged prior to January 1 of the vacation year. An employee who quits or is discharged effective January 1 of any year is not working on January 1 and not eligible for vacation benefits. Retirees as of January 1 of any year are considered eligible for vacation as per the Non-contributory Pension Agreement between the Company and the Union.

### Section B. Length of Vacation and Vacation Pay

6.7  
Effective January 1, 1990, an eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation and vacation pay corresponding to such years of continuous service as shown in the following table:

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Years of Service	Weeks of Vacation	Weeks of Vacation Pay
1 but less than 3	1	(40 to 48 hours pay)
3 but less than 10	2	(80 to 96 hours pay)
10 but less than 17	3	(120 to 144 hours pay)
17 but less than 25	4	(160 to 192 hours pay)
25 or more	5	(200 to 240 hours pay)

### Section C. Vacation Rate

6.8

1. Each employee granted a vacation under this Article VI will be paid at his average rate of earnings per hour for the prior taxable year. Average rate of earnings per hour (for the purposes of this Article) shall be computed by:

6.9

a. Totaling (1) pay received for all hours worked (total earnings including premium for overtime, holiday, Sunday and shift differential), (2) vacation pay, including pay in lieu of vacation, and (3) pay for unworked holidays, and

6.10

b. Dividing such earnings by the total of (1) hours worked, (2) vacation hours paid for, including

## ARTICLE VI

hours for which pay in lieu of vacation was paid, and (3) unworked holiday hours which were paid for.

6.11

c. Such average rate of earnings will be adjusted to reflect intervening general wage changes, if any; provided, however, that such adjustment shall not reflect the compounding effects of the increases in the incentive calculation rate, if any.

6.12

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

6.13

a. Totaling the following hours in payroll weeks with thirty-two (32) or more hours of actual work:

6.14

(1) Hours worked

## ARTICLE VI

(2) Hours paid for unworked holiday or vacation hours falling in such week 6.15

(3) Hours paid for funeral leave 6.16

(4) Hours paid for jury service 6.17

(5) Hours paid for witness service 6.18

(6) Hours excused from scheduled work and not paid for because of Union business, and 6.19

6.20  
Dividing such hours by the number of such weeks in which thirty-two (32) or more were worked.

6.21  
The minimum number of hours paid for each week of vacation shall be forty (40) and the maximum number of hours paid for each week of vacation shall be forty-eight (48).

## ARTICLE VI

6.22

Any employee who did not work in the prior year shall have his vacation pay computed on the basis of his last calculated vacation rate and hours, adjusted in accordance with paragraph 1. c. above.

6.23

The definitions contained herein are designed for and shall be used exclusively for the purpose of calculating vacation pay.

6.24

3. The amount of vacation pay will be the average hourly rate determined in accordance with paragraph 1. hereof, multiplied by the number of hours to which the employee is entitled as determined in accordance with paragraph 2. hereof.

### Section D. Time and Conditions of Vacation Payments

6.25

1. Time of Payment. On the third Thursday in February of the vacation year vacation payments for that vacation year will be made to all eligible employees for that vacation year for the number of days of vacation pay for which they qualify up to the last day in February of that calendar year unless an eligible employee chooses to

## ARTICLE VI

take vacation pay in weekly increments subsequent to the third Thursday in February at the time the employee's vacation is scheduled or upon request. Such requests must be made at least two (2) weeks in advance. There will be no vacation payments made prior to the third Thursday in February. An employee qualifying for vacation pay in such calendar year after the last day in February and an employee qualifying for additional vacation pay, by reason of acquiring additional continuous service credit, in such calendar year after the last day in February shall be paid such vacation pay or such additional vacation pay, as the case may be within ten (10) days after the appropriate qualifying date.

6.26

2. Terminations prior to the last day in February. If an employee's service with the Company terminates before the last day in February of the vacation year because of resignation with notice, death, retirement, entering the service of the United States, or physical disability, vacation payment will be made for the number of days of vacation pay for which he qualifies at the time of such termination of service. In the event of death, the employee's vacation pay shall be paid to his named beneficiary as shown on the records of the Employee's Relief & Beneficial Association or if there is no such

## ARTICLE VI

named beneficiary to such persons, if any, as the Company and the Union may mutually agree.

6.27

3. Assignments Prohibited. Vacation pay shall not be assignable or subject to attachment, garnishment or other legal process for debts of an employee.

### Section E. Scheduling of Vacations

6.28

1. Employees eligible for a vacation in any vacation year may individually decide whether or not they wish to take vacation time off from work for part or all of the vacation time off to which entitled.

6.29

2. Prior to October 1 of the year preceding the vacation year, the several Divisional Vacation Scheduling Committees will meet with their management counterparts to review and, where either party desires, to attempt agreement on changes in "star jobs" designations and/or vacation allotments for the succeeding year. In the absence of agreement on changes in "star jobs" and/or vacation allotments, disputes thereon will be submitted directly to the Expedited Arbitration procedure, the decision thereon to be rendered prior to November 1. The burden of proof will rest with the

## ARTICLE VI

party seeking to change the vacation allotments or "star jobs" designations in effect for the year 1980 subsequent to the implementation of the Arbitration Award in the "vacation scheduling" grievances. On or promptly after October 1 of each year, each employee entitled or expected to become entitled to take vacation time off in the following year will be requested specify in writing the period or periods of vacation time off desired which shall be filed with the employee's supervisor on or prior to November 1 in the year preceding the vacation year.

Vacation time off will be allotted shortly after receipt of the vacation requests by the appropriate supervisor working together with the Union's Divisional Vacation Scheduling Committee, and once allotted, changes in scheduled vacation time off can be made only for cause and with approval of the supervisor involved and the appropriate Divisional Vacation Scheduling Committee. In addition, the several Divisional Scheduling Committees and their Management counterparts shall meet at least quarterly (on or about February 1, May 1, August 1 and November 1 of each year) to review the then current "star jobs" and vacation allocations in light of the then current economic conditions and production and maintenance levels within the plant and shall make such adjustments as are appropriate to reflect anticipated changes during the succeeding quarter as to which

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they can agree.

6.30

3. Vacation time off shall be scheduled as follows:

Weeks of Vacation	Number of Days Off
1 week	7 calendar days
2 weeks	14 calendar days
3 weeks	21 calendar days
4 weeks	28 calendar days
5 weeks	35 calendar days

6.31

Time off for vacations shall be scheduled for consecutive days except where orderly operation requires scheduling of two (2), three (3), four (4) and five (5) weeks' vacation in two (2), three (3), four (4) or five (5) non-consecutive one-week periods or where scheduling of time off for vacation in non-consecutive periods is agreeable to the employee and to the Company.

6.32

4. An employee absent from work for vacation time off for more than fourteen (14) consecutive calendar days shall not be required to clear through the Employment Office before returning to work provided he returns to work not more than six (6) days after the end of his

## ARTICLE VI

vacation time off period.

6.33

5. Vacation time off will, so far as practicable, be granted at times most desired by employees (with the understanding that longer service employees are given preference as to choice; such preference to be exercised only before the schedule of vacation time off is established) but the final right to allot vacation periods and to change such allotments is exclusively reserved to the Company in order to insure the orderly operation of the plant. Vacation time off cannot be accumulated from year to year except when an employee qualifies for a vacation or for additional vacation and his qualifying date is too late in the month of December to permit him to take such vacation time off in that calendar year.

6.34

6. Employees shall be permitted to utilize one week (five (5) days) of their vacation in single-day increments, subject to the following procedure:

6.35

a. Employees shall schedule their other vacation weeks in accordance with marginal paragraph 6.29 above prior to requesting their single days of vacation.

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6.36

b. Requests for single days of vacation shall be submitted to the employee's supervisor no later than Wednesday of the week prior to that week in which the vacation day is sought. The supervisor shall grant such request so long as the number of employees requesting any given day does not exceed a ten (10) per cent vacation allotment which shall be established over and above the normal ten per cent vacation guideline referred to at Appendix II.-17.4 of this Agreement. This additional allotment shall be applied to either operating units or crews, as may be appropriate, on a "per turn" basis, but shall in all cases be understood to be comprised of a weekly total.

6.37

c. A vacancy created by the absence of an employee who has been granted a single day of vacation will be considered an unknown temporary vacancy, and shall be filled in accordance with the provisions of Article VIII., Section 1., 3.

Section F. Vacation Pay for Former Employees Returning from Service for the United States

## ARTICLE VII

6.38

1. A former employee who left the employ of the Company to enter the services of the United States and who is reemployed under the Reemployment provisions of the Universal Military Training and Service Act or any amendments thereto or any successor Federal legislation shall be eligible in the calendar year in which reemployed (provided he had not already received vacation pay in that calendar year under any other provision of this Article) to vacation pay even though he has been absent from work for the Company for more than six (6) consecutive months of the preceding calendar year as provided in Section A, 1.b. of this Article. Vacation rate for such reemployed veteran shall be determined in the manner provided in Section C.1.c. of this Article.

6.39

2. Each pay period in the calendar year in which a veteran is reemployed, as above provided, prior to the time of his reemployment, shall be counted in determining his eligibility for a vacation in the following calendar year, as a pay period in which earnings were received from the Company.

## ARTICLE VII

### MEALS AND EATING TIME DURING OVERTIME HOURS

#### Section A. Payment for Meals

## ARTICLE VII

### 7.1

Company Restaurant Orders in the amount of \$2.00 each shall be given to each employee who works eleven (11) or more consecutive hours in accordance with the following:

### 7.2

1. One (1) Company Restaurant Order to an employee who works eleven (11) or more consecutive hours but less than sixteen (16);

### 7.3

2. Two (2) Company Restaurant Orders to an employee who works sixteen (16) or more consecutive hours but less than nineteen (19). When an employee works a double turn but cannot actually work sixteen (16) consecutive hours, either because he was recalled from home after he had completed his regular turn or because he was called in from home to fill a job on a turn preceding his regular turn, for the purpose of meal allowances, he shall be considered to have worked sixteen (16) consecutive hours if such call-out to work was made no later than one (1) hour after the scheduled starting time of the extra turn for which he was called if

## ARTICLE VII

upon such call-out the employee promptly reported to work without taking time to eat or to pack a lunch and if upon arrival at the plant the employee did not take time off to eat;

7.4

3. Three (3) Company Restaurant Orders to an employee who works nineteen (19) or more consecutive hours but less than twenty-four (24);

7.5

4. Four (4) Company Restaurant Orders to an employee who works twenty-four (24) consecutive hours and an additional Company Restaurant Order for each additional consecutive four-hour period worked in excess of twenty-four (24).

### Section B. Eating Time

7.6

Time off in which to eat or eating time pay shall be allowed employees who qualify as provided above for Company Restaurant Orders in accordance with the following:

7.7

1.a. When an employee is permitted to leave the plant and he wishes to do so, he shall be given one (1) hour

## ARTICLE VII

off work in which to eat. Such permission may be granted not more than once during each eight-hour period in which an employee qualifies for one (1) or more Company Restaurant Orders. Such time off in which to eat when permitted and when desired by the employee shall be scheduled to begin no later than the beginning of the twelfth consecutive hour worked in the first such eight-hour overtime period and no later than the beginning of the twentieth consecutive hour worked in the second such eight-hour overtime period;

7.8

b. When an employee is not permitted or does not desire to leave the plant to eat and he remains "on the job", arrangements shall be made by his supervisor to have food brought to him or he shall be permitted to obtain food within the plant. Such arrangements or such permission need not be granted more than once during each eight-hour period in which an employee qualifies for one (1) or more Company Restaurant Orders. Such arrangements shall be made or such permission shall be granted during the first such eight-hour overtime period no later than the beginning of the twelfth consecutive hour worked unless at that time it can be determined that such an employee will work no more than twelve (12) consecutive hours, in which event

## ARTICLE VII

no such arrangements need be made and no such permission need be granted.

7.9

2. When an employee leaves the plant and takes one (1) hour off work in which to eat as provided in Section B. 1. a. above, he shall be paid for such time off at the standard hourly wage rate of the job on which he is working at the applicable overtime premium and such hour shall be counted as an hour worked for the purpose of overtime computations.

Section C. Time of Issuance of Company Restaurant Orders

7.10

Company Restaurant Orders shall be given to the employees entitled thereto prior to the time they are to be used, but no employee shall be given a Company Restaurant Order and time off in which to eat or an allowance in lieu of such time off other than as herein provided.

## ARTICLE VIII SENIORITY

Section A. Definition of Seniority

## ARTICLE VIII

8.1

1. For purposes of this Article and all other Articles, unless specifically excluded, seniority accrued with the previous employer will be counted in determining the relative seniority of employees. Seniority is defined as the relative status of employees subject to the qualifications set forth in Section B., with respect to length of continuous service on a job or within the Company.

8.2

2. Where reference is made in this Article to the phrase "as the Company and the Union may mutually agree" or to similar words having substantially the same meaning, it is understood that the Company may rely upon written confirmations of any such agreements by the President and Office Manager of the Union regardless of the requirements arising under the charter, bylaws or otherwise within the Union regarding any such Union agreements.

### Section B. Application of Seniority

8.3

1. Application Defined. Employees within the bargaining unit in accordance with the rules and regulations hereinafter set forth shall be given consideration in respect to promotional opportunity for positions not excluded from the bargaining unit, transfer requests and

## ARTICLE VIII

job security upon a decrease of forces and preference upon reinstatement after layoff in accordance with their seniority status relative to one another provided, with respect to layoff or recalls, the employee with the greater seniority has the ability to perform the available work and provided, with respect to promotions and transfer requests, that the senior employee's experience, training and performance record with the Company indicate that he has sufficient skill and ability to perform efficiently the work required on the vacant job or in a new department.

8.4

2. Notwithstanding any other provision of this Article, the parties recognize their obligations under Section 503 of the Rehabilitation Act of 1973 (No. 93-12) to make reasonable accommodations for the placement of qualified handicapped employees on the jobs which they are capable of performing and to provide such employees with promotional opportunities which are consistent with their handicaps. Such accommodations will be made by agreement, as individual cases dictate.

### Section C. Description of Seniority Units

8.5

1. Company Seniority Unit. An employee's Company Seniority shall be based upon his length of continuous

## ARTICLE VIII

service with the Company within the bargaining unit covered by this Agreement.

### 2. Department Seniority Unit

a. An employee's Department Seniority shall be based upon his length of continuous service with the Company. Departments recognized for seniority purposes are:

8.6

- Dept. No. 1 Coke and Plant and River Docks
- Dept. No. 2 Blast Furnace and Sinter Plant
- Dept. No. 3 Open Hearth and Bessemer
- Dept. No. 4 Blooming Mill and Structural Mill
- Dept. No. 4A Basic Oxygen Process and Continuous Casting
- Dept. No. 5 Central Maintenance and Services
- Dept. No. 6 Sheet Mill
- Dept. No. 7 Steubenville Plant
- Dept. No. 8 Weirton Tin Mill
- Dept. No. 9 Strip Steel
- Dept. No. 10 Fuel and Refrigeration, Boiler House, Power House and River Pump House
- Dept. No. 11 General Labor and Construction
- Dept. No. 11A Mason Department
- Dept. No. 12 General Stores
- Dept. No. 15 Environmental Control

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8.7

The Mason and General Labor and Construction Departments shall include all jobs presently included therein, together with all jobs which may become available because of temporary construction work and such other group or groups of jobs as the Company and Union may agree from time to time.

8.8

b. Sub-departments are presently recognized in departments No. 2, No. 5, No. 10, and No. 11 and may be recognized in additional departments as the Company and the Union may mutually agree. The Seniority status and other seniority conditions applicable to employees employed with sub-departments shall be governed by sub-department agreements or practices as presently in effect or as they may be amended or changed by agreement of the Company and the Union except that employees of recognized sub-departments cannot, by reason of such practices or agreements, acquire seniority rights outside such recognized sub-departments which differ from those enjoyed by other employees.

8.8a

c. In any department in which sub-departments are

## ARTICLE VIII

now recognized or are subsequently agreed to by the Company and the Union, an employee's Sub-department Seniority shall be based upon his length of continuous service with the Company.

8.9

d. Existing departments may be eliminated or combined under such terms and conditions as the Company and the Union may mutually agree.

8.10

e. In the event new jobs are created by the addition of new facilities, the Company and the Union shall confer as to whether such jobs should be included in an existing department or whether such new jobs should comprise a new department, but in the event of disagreement such jobs shall be placed within an appropriate existing or new department as determined by the Company subject to the Grievance Procedure.

### 3. Promotional Sequence Seniority Unit

8.11

a. An employee's Sequential Seniority shall be based upon his length of continuous service with the Company. Promotional sequences as recognized for seniority purposes may consist of either a

## ARTICLE VIII

single job or a group of jobs within a recognized department. Group promotional sequences shall reflect, to the extent practicable, lines of promotion in accordance with logical work relationships, supervisory set-ups and geographical location. Jobs which bear no logical work relationships with other jobs shall be set up separately and shall be known as "single job promotional sequences." Jobs which are grouped in accordance with logical work relationships shall be known as "multiple job promotional sequences." Promotional sequences shall be set up in diagram form and, insofar as possible, shall be established in such manner that each sequence step will provide opportunity for employees to become acquainted with and to prepare themselves to perform the requirements of the job above. The arrangement of jobs within a multiple job promotional sequence shall be in an ascending order of total average hourly earnings on the jobs included therein and any permanent change in such earnings shall be the basis of realignment of jobs within the sequences. Where job earnings are approximately equal, the job generally regarded as most closely related to the next higher job shall be the higher in the sequence arrangement.

## ARTICLE VIII

8.12

b. Where a permanent change in the relationships of jobs in a sequence takes place, where new jobs are installed or where either the Company or the Union desires a change, the sequence involved shall be revised under the principles set forth above and in accordance with the following procedure. Either the company or the Union shall notify the other in writing of any change in a sequence which it may desire and the reasons therefore. If no objection is made by the party receiving the notice within five (5) days after receipt thereof, the proposed change shall become effective on the sixth day after the giving of such notice. If objection is made, the proposed change shall be held in abeyance and the notice, together with a written statement of the objections thereto prepared by the party raising such objections, shall be considered as a grievance filed initially in the final step of the Grievance Procedure prior to arbitration. Such grievance shall be considered as promptly as practicable by the parties, and in the event that it is not resolved, shall be submitted to and resolved in regular arbitration; provided however, that such arbitration shall be scheduled and heard within 90 days after the notice referred to above has been given. The determination of the Arbitrator shall be based upon the guide-

## ARTICLE VIII

lines set forth in Article VIII, Section C. 3.a. (m.p. 8.11), above. Where the order of jobs within a sequence is changed through this procedure, neither the Arbitrator nor the parties may change regular job assignments as a result thereof, nor shall any promotional rights of job incumbents established and in effect immediately prior to the change be affected.

8.13

4. Job Seniority Unit. An employee's Job Seniority shall be based upon his length of continuous service on an established job within a sequence as hereinafter defined. Where job preference assignment exists, it is agreed that job preference means the right of an employee to perform a certain task whenever that task or tasks are being performed.

Section D. Establishment and Continuation of Seniority within the Various Units

1. How Company Seniority Is Established

8.14

a. An employee shall establish Company Seniority upon completion of his probationary period.

8.15

b. New employees or a former employee rehired

## ARTICLE VIII

after a break in continuous service shall be considered probationary employees during their respective probationary periods;

### 8.16

(1) A probationary employee's period of probation shall begin with the first day of actual work after hiring or rehiring as the case may be and shall consist of the first 520 hours of actual work thereafter. A probationary employee, for whom work is no longer available because of a reduction of force, shall be terminated and if rehired shall begin a new probationary period. A probationary employee, who because of excused absences from work (normally due to disability), does not complete his 520 hours of actual work within six (6) consecutive calendar months beginning with the first day of his probationary period, shall, if subsequently rehired, be considered to be rehired after a break in continuous service except that;

### 8.17

(2) A probationary employee who is absent from work for a period not to exceed twenty-four (24) hours due to jury duty, military service, or funeral leave as defined in this labor agreement shall have that period of absence credited toward his hours of

## ARTICLE VIII

probationary service. If a probationary employee receives a compensable lost-time injury as defined by the applicable worker's compensation statutes, and is unable to complete his probationary period as a result, upon his ability to return to work, that employee's hire date will be compared to the hire dates of his peers. If his peers are currently working and have completed their probationary periods, he will be returned to work and credited with the hours he had previously worked in order to complete their probationary periods due to termination, he shall be accorded the same status as those peers. If the employee's peers completed their probationary periods but are not working due to layoff or reduction, the employee shall be recalled in line with his peers and obligated to complete his probationary period.

8.18

(3) The Company Seniority of a new or rehired employee upon completion of his probationary period shall be computed from the date of the beginning of his probationary period;

8.19

(4) A probationary employee acquires no seniority

## ARTICLE VIII

applicable to any of the recognized seniority units during his probationary period. Probationary employees cannot file applications for entrance into a multiple or single job sequence, but if assigned by Management to a job within a sequence, he shall be entitled to the same rights as if he had applied for entrance, subject to reassignment to another job or sequence as determined by Management. However, an arbitrary refusal by Management to reassign a probationary employee working on a job within a recognized sequence in order to make his job available to a non-probationary employee shall be a proper matter for disposition under the Grievance Procedure. A probationary employee may file and process grievances under the procedures provided in this Agreement but his services may be terminated by discharge or layoff as determined by the Company except that the Company shall not discriminate against any probationary employee for filing or processing a grievance; and provided further that this will not be used for purposes of discrimination because of race, color, religious creed, national origin, age, or sex, or because of membership in the Union.

### 2. How Company Seniority May Be Broken

## ARTICLE VIII

8.20

a. There shall be no deduction from continuous service upon which Company Seniority is based for any time lost which does not constitute a break in such continuous service except as provided in c. and d. below.

8.21

b. Continuous service upon which Company Seniority is based shall be broken in the manner set forth in c. below and by:

8.22

(1) Quit or resignation;

8.23

(2) Discharge for proper cause provided that if such person is reinstated within six (6) months, the break in continuous service shall be removed. Automatic discharges without notice to the employee are deemed to be for proper cause under the following circumstances:

8.24

(a) Where the employee is absent from scheduled work for five (5) consecutive turns without reporting off:

## ARTICLE VIII

8.25

(b) Where an employee is absent from work for seven (7) consecutive days after the end of an excused absence (such absences due to illness, injury, leave of absence, vacation, personal business, disciplinary layoff, etc., which absence may have been of such duration as to have resulted in the employee not being listed on posted work schedules); or

8.26

(c) Where an employee on layoff fails to report for work within three (3) days after notice to do so is sent, by certified mail, to his latest address shown on the records of the Company. The period of time within which an employee on layoff is required to report to work after notice to do so as above may be extended by the Company. Automatic discharge of such an employee who fails to report for work or to obtain an extension of time within which to report for work shall become final seven (7) days after the Company reports such failure to the Union, unless within such seven-day period, good and sufficient reason is shown for failure to so report.

8.27

(3) Permanent transfer to a position with the

## ARTICLE VIII

Company excluded from the bargaining unit except as provided in Section F. below.

8.28

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

8.29

(5) Absence in excess of the period during which continuous service can be accumulated under paragraph c. below, or failure to give written notice required by paragraph c.

8.30

c. If an employee shall be absent due to a layoff because of reduced operations, he shall continue to accumulate Company Seniority (continuous service) during such absence for two (2) years and for an additional period equal to (1.) three (3) years, or (2.) the excess, if any of his length of continuous service at commencement of such absence over two (2) years, whichever is less. any accumulation in excess of two (2) years during such absence shall be counted, however, only for purposes of this Article VIII and shall not be counted for any other purpose under this or any other agreement between the Company and the Union. In order to avoid a

## ARTICLE VIII

break in service after an absence of two years, the employee must give the Company annual written notice that he intends to return to employment when called, if the Company, at least thirty (30) days prior thereto, has mailed him a notice, at the most recent address furnished by him to the Company, that he must file such notice.

8.31

d. If an employee shall be absent due to non-compensable disability, he shall continue to accumulate Company seniority (continuous service) during such absence up to a maximum of two (2) years, and he shall retain his accumulated continuous service for an additional three (3) years. Absences due to a non-compensable disability of a duration that exceeds five (5) years shall result in a forfeiture of Company Seniority.

8.32

e. Absence due to compensable disability incurred during the course of employment shall not break Company Seniority (continuous service), provided such individual applies for and is acceptable for reemployment within thirty (30) days after final payment of statutory compensation for such disability or after the end of the period used in calcu-

## ARTICLE VIII

lating a lump sum payment; provided, however, that in the event such individual's Workers' Compensation claim is pending on litigation, such thirty-day period shall not commence until the final adjudication of such claim.

8.33

f. An employee who is transferred or promoted to a position outside of the bargaining unit may return to the bargaining unit with full Company Seniority accumulated at the time of promotion or transfer outside of the bargaining unit restored whenever:

(1) No bargaining unit employees are on Company layoff.

### 3. How Department Seniority is Established.

8.34

a. An employee, other than a probationary employee, shall establish a Department Seniority date equal to his Company Seniority date beginning with the first day of actual work in a recognized department after transfer to that department other than on a temporary basis.

8.35

b. The department in which an employee has estab-

## ARTICLE VIII

lished Department Seniority shall be known as his Home Department, and his seniority status therein shall be referred to as his Home Department Seniority. An employee may carry Home Department Seniority in but one department at a time. An employee laid off from his Home Department due to reduced operations, if transferred to another department in lieu of Company layoff under the provisions hereinafter set forth in Second G. of this Article, may acquire Department Seniority in another department, but such Department Seniority status will be referred to as Temporary Department Seniority. A Temporary Department Seniority date acquired in this fashion shall be equal to the employee's Company Seniority date.

### 4. How Department Seniority May Be Broken

8.36

a. Any conduct or circumstances which constitute a break in or a limitation upon accumulation of Company Seniority as provided in Section D. 2. above shall also constitute a break in or a limitation upon accumulation of Department Seniority and where under the provisions of this Agreement a break in Company Seniority is removed by subsequent reemployment within the recognized bar-

## ARTICLE VIII

gaining unit, a break in Department Seniority is also removed by reemployment in the department provided such reemployment in the department occurs at the same time as the break in Company Seniority is removed.

8.37

b. An employee who requests from his Home Department shall, if and when transferred, forfeit his seniority in his Home Department and shall, as of the first day in which he works in such new department, establish a new home department Seniority date in such new department equal to his Company Seniority date. In the event that such employee possesses Temporary Department Seniority at the time such transfer is effected, such Temporary Department Seniority shall also be forfeited in the same manner.

8.38

c. An employee transferred by the Company for a specified temporary period to a department other than the one in which he is employed shall not acquire Department Seniority in the department to which transferred and shall retain his seniority in the department from which transferred for the period of such temporary transfer.

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8.39

d. An employee laid off from his Home Department due to reduced operations who is transferred by the Company to another department in lieu of Company layoff retains and continues to accumulate Department Seniority in his Home Department until forfeited under the provisions of the Layoff and Recall Procedures set forth in Section G. and H. and this Article, except that such an employee with less than two (2) years of Company Seniority at the time he is so laid off shall, upon such layoff, forfeit any Department Seniority he may have established.

### 5. How Sequential Seniority Is Established

8.40

a. An employee, other than a probationary employee, shall establish a Sequential Seniority date equal to his Company Seniority date beginning with his first day worked on a job within a recognized promotional sequence other than on a fill-in turn basis.

8.41

b. Unless otherwise agreed in writing with respect to a particular situation by the Company and the Union, the term "fill-in turn" as used in this paragraph 5. and elsewhere in this Article, refers to a

## ARTICLE VIII

turn worked by reason of assignment or schedule where such assignment or schedule is for less turns per week than such job is usually scheduled as well as to turns worked as a replacement for an absent employee.

8.42

c. The sequence in which an employee has established Sequential Seniority shall be known as his Home sequence and his seniority status therein shall be referred to as his Home Sequential Seniority. An employee may carry Home Sequential Seniority in but one (1) sequence at a time.

### 6. How Sequential Seniority May Be Broken

8.43

a. Any conduct or circumstances which constitute a break in or a limitation upon accumulation of Department Seniority as provided in Section D. 4. a. above, shall also constitute a break in or a limitation upon accumulation of Sequential Seniority.

8.44

b. An employee who requests a transfer out of a sequence in which he is employed shall, if and when transferred, forfeit his Sequential Seniority in

## ARTICLE VIII

the sequence from which transferred.

8.45

c. An employee transferred by the Company for a specified temporary period to a sequence other than the one in which he is employed shall retain his seniority in the sequence from which transferred for the period of such temporary transfer.

8.46

d. An employee demoted due to reduced operations from his Home Sequence who is assigned to another sequence in lieu of department layoff and an employee with Home Sequential Seniority laid off from his Home Department due to reduced operations who is transferred to another department in lieu of Company layoff, retains and continues to accumulate Sequential Seniority in his Home Sequence until forfeited under the provisions of the Layoff and Recall Procedures set forth in Sections G. and H. of this Article except that such an employee with less than two (2) years of Company Seniority who is laid off from his Home Department shall, at the time he is so laid off, forfeit any Sequential Seniority he may have established in a sequence within his Home Department.

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### 7. How Job Seniority Is Established

8.47

a. An employee, other than a probationary employee, shall establish Job Seniority on a job within a single job promotional sequence or on the lowest available job within a multiple job promotional sequence at the same time that he establishes Sequential Seniority in such sequence (as provided in Paragraph 8.42); provided, however, that such employee's Job Seniority date on this job, and each job above it in the promotional sequence shall be the first day on which such employee was assigned or promoted to such job other than on a fill-in basis.

8.48

b. An employee may carry Job Seniority in but one (1) job at a time, except that if he is promoted to a higher job or to higher jobs within an established multiple job promotional sequence, he shall retain and continue to accumulate Job Seniority on the lower job or jobs within the sequence from which promoted, applicable when demoted by the Company because of reduced forces or inability to perform the job.

### 8. How Job Seniority May Be Broken

## ARTICLE VIII

8.49

a. Any conduct or circumstances which constitute a break in or a limitation upon accumulation of Sequential Seniority as provided in Section D.6.a. above, shall also constitute a break in or a limitation upon accumulation of Job Seniority and where under the provisions of this Agreement a break in Sequential Seniority is removed by subsequent reemployment, a break in Job Seniority is also removed by reemployment on the particular job provided such reemployment on the particular job occurs at the same time as the break in Sequential Seniority is removed.

8.50

b. An employee who requests in writing a permanent demotion to a lower job within a sequence shall be entitled to demote if a vacancy exists or if a vacancy can be created by mutual agreement between the employee seeking to demote and the employee occupying the job to which the demoting employee seeks to demote; provided, however, that the Company may defer the implementation of the demoting employee's request for a reasonable time in order to avoid adversely affecting the operation in question. When the demotion is effected, the demoted employee shall forfeit his or her Job

## ARTICLE VIII

Seniority on the job from which demoted and on any intervening jobs in the sequence between the job from which demoted and the job to which demoted. In the event the demoted employee is later promoted from the job to which he or she demotes, he or she will not be permitted to challenge the higher standing on the jobs above of those employees who may have stepped ahead of him or her.

8.51

c. Employees temporarily demoted for cause, temporarily demoted to a lower job at their own request for good cause or inactive because of bonafide disability or disciplined with time off shall, upon return, assume their status in the sequence as if continuously employed on their former jobs during such an absence, provided that such an employee, upon return, is physically capable of performing his former job and provided further than such an employee returns to his former job within three (3) months after he so left such job or within any agreed upon extension thereof. The Company and the Union may, with respect to any individual, extend such three-month period by entering into a written agreement to that effect. If an employee so temporarily demoted is permitted by the Company

## ARTICLE VIII

to return to his former job after the end of such three-month period or any mutually agreed extension thereof, he shall not be permitted to challenge the permanent status on higher jobs within the sequence of other employees who may have moved ahead of him. Copies of all request for temporary demotion for cause shall be given to the Union and if complaint by the Union is made within fifteen (15) days after receipt of such a copy, the granting or refusal thereof may be the subject of a grievance.

8.52

d. An employee permanently demoted within a sequence for cause may later correct the cause for such action, in which event the employee shall again be considered eligible for promotion, but he shall not be permitted to challenge the higher standing of those who had stepped ahead of him

8.53

e. An employee transferred by the Company for a specified temporary period to a job other than the one on which he has established Job Seniority shall retain his Job Seniority on the job from which transferred for the period of such temporary transfer. Such temporary transfers shall be only for a period sufficient for the permanent bid system

## ARTICLE VIII

(including break-in where necessary) to fill the vacancy of until another employee who elects to fill the vacancy has had an opportunity to break in unless there is Union agreement for a longer period.

### 8.54

**f. An employee demoted due to reduced operations from a job on which he has established Job Seniority who is assigned to a job in another sequence in the same or another department in lieu of department or Company layoff, retains and continues to accumulate Job Seniority on such former job in his Home Sequence until forfeited under the provisions of the Layoff and Recall Procedures set forth in Sections G. and H. of this Article.**

### Section E. Seniority Records and Sequence Diagrams

#### 8.55

1. Seniority Record. Current seniority records shall be maintained by the Company, which shall be available at all reasonable times for inspection by an employee or by a Union Steward affected thereby, and which shall set forth each employee's work record with the Company and his Company, Department, Sequential and Job Seniority. Additionally, the Company will provide the

## ARTICLE VIII

Office Manager of the Union with a list of bargaining unit employees in order of Company Seniority no less often than once every six (6) months. The seniority rights of individual employees shall in no way be prejudiced by errors, inaccuracies, or omissions in such lists. Any complain concerning an employee's seniority status which is not resolved by mutual agreement between the Company, the Union and the employee shall be submitted to the Expedited Arbitration Procedure for resolution. The decision reached by the Arbitrator in the Expedited Arbitration Procedure, shall be final and binding upon the Company, the Union and the employee.

8.56

2. Sequence Diagrams. Promotional sequence diagrams shall be prepared by the Company and copies shall be given to the Union Steward or Stewards representing the employees involved and the Office Manager of the Union. The Union may approve any such promotional sequence diagram and if approved, copies which indicate such union approval shall be posted in the areas where the affected employees work. If the Union does not approve any such proposed promotional sequence diagram, representatives of the Company and the Union shall confer regarding any changes therein deemed necessary or desirable and if Union approval is not granted,

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copies of any such diagram which indicate it has not been approved by the Union may nevertheless be posted in the areas where the employees involved work. Any; approved promotional sequence diagram shall be final and effective when posted, and any promotional sequence diagram which is not approved when posted shall be effective when posted subject to being revised by a joint committee of six (6) persons, three (3) to be selected by the Union and three (3) to be selected by the Company. A joint committee may be established in each recognized division of the Company and any decision reached by a majority of any such joint committee shall be final and binding upon the Company, the Union and any employees involved. Upon failure of a joint committee to reach a majority decision, the proposed revision may be submitted to arbitration as provided in Article IX, D. of this Agreement.

8.57

a. On or before November 30, 1982, the Company shall prepare and post revised seniority lists of employees at those locations throughout the plant which are presently utilized for the posting of job vacancy notices for employees working in those areas. Copies of such lists will also be provided to the Office Manager of the Union and to the Divisional Grievance Committee of each of the

## ARTICLE VIII

respective Divisions. Additionally, each employee covered by the bargaining unit will be mailed notice of his individual Company date, his current Home Department (if any) and his Job date (if any).

8.58

b. When employees are hired by the Company after June 1, 1982, they shall establish a Company Seniority date as of the Sunday of the calendar week in which they begin to work for the Company. Ties shall be broken by agreement of the Company and Union in a nondiscriminatory manner.

8.59

c. An employee who wishes to challenge the accuracy of his or her seniority status on such list may do so within thirty (30) calendar days of such posting by making such challenge with his Steward.

8.60

d. Such challenge will be heard by a Joint Committee composed of an equal number of representatives of the Union and the Company. A decision by a majority of the members of the Committee shall be final and binding on the Company, Union and employee(s) involved. If a

## ARTICLE VIII

majority of the Committee cannot agree, the matter shall be submitted to an impartial Arbitrator under the Expedited Arbitration procedure of this Labor Agreement. The decision of the Arbitrator in such proceedings shall be final and binding on the Company, Union and employee(s) involved.

8.61

e. Within ten (10) days after all challenges have been finally decided pursuant to subparagraph (d) above, the Company shall post revised seniority lists reflecting the resolution of such challenges at those locations throughout the plant which are presently utilized for the posting of job vacancies for employees working in those areas. Copies of the revised lists will also be provided to the Office Manager of the Union and to the Divisional Grievance Committee of each of the respective Divisions. An employee whose relative seniority status has been adversely affected by the revisions to the list and who wishes to challenge the accuracy of those revisions may do so within thirty (30) calendar days of the posting of the revised list by making such challenge with his Steward. Challenges will be processed pursuant to the procedure in d. above.

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8.62

f. Pending a determination of such challenge, the Company may unilaterally implement the seniority status of the employee(s) involved. In the event such challenge results in a revision of the seniority status of the employee(s) involved, the Company will not be liable for back pay to the employee so long as the revisions are made effective by the beginning of the second calendar week following the week in which such revision is made.

8.63

Any change in an established promotional sequence brought about under the procedures set forth in Section C.3. of this Article shall be noted on the posted copies of promotional sequence diagrams as promptly as possible.

### Section F. Transfer Requests

8.64

I. An employee who has achieved permanent seniority with the Company, and who desires to permanently transfer from one department or sub-department to another, may make application for permanent transfer by signing a permanent transfer bid sheet. Such requests shall be given consideration in order of seniority as provided in Section B., above, and before new

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employees are hired in such other departments or sub-departments.

8.65

2. Permanent transfer bid sheets will be posted throughout the Company for entry level jobs in the various departments. The jobs to be posted will be openings in the department labor pool. However, where a given department does not have a labor pool, or where an entry level opening exists in a sequence which cannot be filled through intra-departmental bid, the entry level job in the sequence shall be posted plantwide.

8.66

3. An employee may elect only two (2) permanent transfers under the provisions of Section F. within any nine-month period. An employee who refuses a permanent transfer upon award of a bid shall be permitted to sign other Company-wide bids should he so desire, and shall not have such refusals counted among the two transfers he may in fact elect during the aforementioned nine-month period. The nine month period shall begin from when the employee accepts a permanent transfer (not from when he/she actually moves). The successful bidder whose transfer is awarded must be available for work in the new department within a reasonable period of time unless otherwise mutually agreed by the

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Company and the Union.

8.67

4. In the case of an employee who is displaced from his or her Home Department by reason of reduction in forces, or an employee who has not established home department seniority, the following temporary transfer procedure will apply:

8.68

a. For purposes of this subsection f.4., a "temporary transfer" is defined as a transfer made under the provisions of Section G. below, which does not result in a break in Department Seniority of the employee being transferred.

8.69

b. An employee who is being reduced from his or her Home Department and who contacts the Seniority Office in person or by telephone before noon on Friday of the final week of assignment to the Home Department will be permitted, in Company Seniority order, to exercise preferences for assignments among the departments in which there is work available during the week immediately following the week in which the employee is reduced. The affected employee shall exercise this right by indicating the department(s) desired, in

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order of preference, on a form to be supplied by the Company. In the event the employee does not receive notice before noon on Friday that he or she is to be reduced, that employee may exercise such preferences prior to noon on Friday of the next succeeding week.

8.70

c. At the time of reduction or at any time subsequent thereto, any such employee may file one (1) request for temporary transfer (i.e., from one temporary department to another temporary department) on forms available at the Seniority Office.

8.71

d. An employee who is temporarily transferred under this procedure will not thereafter be eligible to request another temporary transfer until the occurrence of one of the following:

8.72

(1) Reduction out of the temporary department or

8.73

(2) The expiration of three (3) months from the effective date of temporary transfer.

8.74

In the event the employee is laid off from the temporary

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department, he or she will again be eligible to file a request for temporary transfer under the provisions of subsection c. above.

8.75

e. An employee who refuses a temporary transfer offered under the provisions of subsection c. above will not thereafter be eligible to file another request for temporary transfer until the expiration of six (6) months from the date of such refusal.

8.76

f. A request for temporary transfer filed under the provisions of subsection c. above will be voided upon the recall of the employee to his or her Home Department.

8.77

5. An employee who has achieved permanent seniority in a department may file one (1) request for temporary transfer (i.e., from the employee's permanent department to a temporary department) on forms available at the Seniority Office. Such a request may be withdrawn in writing at any time prior to it being honored by the Company. **An employee whose request for temporary transfer has been honored may refuse the temporary transfer. However, when transferred, the**

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**employee shall forfeit his seniority in his Home Department.** It is further understood that an employee transferred under this procedure shall not establish a new home department seniority date in such new department. An employee who is transferred under this procedure will not thereafter be eligible to request another temporary transfer until the occurrence of one of the events set forth in paragraph 4.d. above.

**8.78**

6. Requests for transfer under subsection F.4 and 5 above, shall be given consideration in company seniority order before new employees or temporarily displaced employees who have not requested temporary transfer to the department in which the vacancy occurs.

### Section G. Reduced Operations Procedures

**8.79**

1. Exclusions from Procedures. Variations in operations which may occur from day to day under normal operating conditions are not covered by the provisions of this Section and the rules and procedures hereinafter set forth shall not apply to divisions of work and/or reductions of force resulting from such day-to-day variations in the volume of work.

**8.80**

2. Determination of Division of Work or Reduction of

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Force. In the event reduced operations require a reduction of the working force or a reduction of scheduled working hours among any group of employees, the Company shall decide whether to reduce the force or to divide the work; but if a division of the work results for a continuous period of three (3) consecutive pay periods in a reduction of hours worked by the employees affected to an average of thirty-two (32) hours of work per week, per employee or less, the Company and the Executive Committee of the Union will confer with respect to whether the force should be reduced and the extent of such reduction or whether the available work should be divided and the extent of such division and any agreement reached by the Company and the Union with respect to such matters shall be binding upon the employees who may be affected thereby. Even though reduced operations may not result in a reduction of hours worked by the employees affected to an average of thirty-two (32) hours of work per week or less for a continuous period of three (3) consecutive pay periods, if reduced operations result in such a reduction of hours worked for a majority of the weeks in a continuous period of six (6) continuous pay periods or more, a Company-Union conference will be held as provided above. In the event no agreement is reached, the decision of the Company shall control except that the Company may not thereafter divide the work among the

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employees affected on a basis of less than an average of thirty-two (32) hours of work per week, per employee, unless the nature of operations is such that a schedule of less than thirty-two (32) hours per week is required.

### 3. Sequence and Department Demotions

**8.81**

a. When reduced operations require retrogression of employees from one job level to a lower job level within a recognized sequence, such demotions shall be based upon Job Seniority. However, when an employee with greater Sequential Seniority than other employees entitled by Job Seniority to remain at work in a sequence is subject to reduction out of the sequence, the employee with the least Sequential Seniority then at work in the sequence will be considered for reduction out of the sequence and will be so reduced if the vacancy which would thus be created can be filled by an available more senior employee (based upon Sequential Seniority) with the ability to perform that job.

**8.82**

b. When reduced operations require demotions involving jobs not included in a recognized sequence and Group B jobs within sequences when

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a Department layoff Pool is operative, such demotions shall be in accordance with Department Seniority.

### 4. Departmental Layoffs

#### 8.83

a. Before any employee is laid off from a department, all of the jobs within the department shall be divided into two (2) groups, which for the purpose of identification, shall be known as Group A and Group B and which shall be determined as follows:

#### 8.84

GROUP A - In this group shall be included all jobs in the department which, because of the skill, training and experience required, can be performed efficiently only by an employee with substantial work experience on that job or on a closely related job requiring practically identical skill, training and experience.

#### 8.85

GROUP B - In this group shall be included all other jobs in the department.

#### 8.86

b. When it is necessary to reduce the work force in

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any department, the following procedure shall govern:

### 8.87

(1) Employees of the department not assigned to Group A jobs within the department shall be considered within the Department Layoff Pool whether assigned to Group B jobs or unassigned, and in addition, certain Group A jobs may be included within the Layoff Pool with respect to any particular layoff when the Company and the Union mutually agree that an employee who is scheduled to be laid off from the department with greater Company Seniority than the occupant of such Group A job is qualified to perform efficiently such Group A job. When an employee is scheduled to be laid off from a department and other employees with less Department Seniority are entitled to remain at work in that department solely because of being incumbents of Group A jobs which the employee scheduled to be laid off is not qualified to perform efficiently, such incumbent of a Group A job with the least Department Seniority in the department will be laid off from the department if the vacancy thus created can be filled by a more senior employee of the department who is not scheduled to be laid off, who is not an incumbent of a Group A job,

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who the Company and the Union mutually agree is available and qualified to perform efficiently such Group A job, and whose job the more senior employee scheduled to be laid off is qualified to perform efficiently.

### 8.88

(2) Layoffs from the Departmental Layoff Pool shall be made in the Department Seniority order.

### 8.89

(3) An employee laid off from a department with less than two (2) years of Company Seniority, at the time of layoff, shall forfeit his Department, Sequential and Job Seniority, if any.

### 8.90

c. In applying the provisions of this paragraph 4., it is understood and agreed that, in order to maintain efficiency, the Company need not assign employees to jobs under the above procedures in any operating or service unit where such assignment would result in undue dilution of experienced employees in such unit.

## 5. Company Layoffs

### 8.91

a. An employee laid off in any department who has

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less than one (1) year of Company Seniority, but more than 520 actual hours worked at the time of layoff, shall be entitled to replace another employee in another department who is in the most junior group of employees based on calendar month of hire.

### 8.92

b. Probationary employees being reduced to the street shall be entitled to replace other probationary employees working in the same or other departments if such other probationary employees are junior to them. Seniority rankings among probationary employees shall be made on the basis of their hire dates.

### 8.93

c. With respect to an employee in a. above, or with one (1) or more years of Company Seniority who is laid off from a department or who is scheduled to be laid off from a department, an effort shall be made to assign or transfer him to available work which he has the ability to perform and which work is then being performed by an employee with less Company Seniority. In making assignments or transfers of such more senior employees it is understood and agreed that the Company is not required

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to meet any specific time limits, but that such assignments or transfers are to be made with reasonable promptness under such circumstances as may exist at the time. Special circumstances may require special agreements with respect to any such assignments or interdepartment transfer in lieu of Company layoff and any such special agreements between the Company and the Union shall be binding upon any employees affected thereby, but the general rules to be applied in such situations are as follows:

### **8.94**

(1) The department or departments from which employees are to be laid off in order to create vacancies on jobs to be filled by employees with more than one (1) year of Company Seniority (determined at date of department layoff) who are laid off or scheduled to be laid off shall be selected by the Company and transfers to such numbers and at such times so as not to interfere unduly with efficiency of operations. The department or departments selected by the Company and the jobs to be affected by any such layoff shall include those then being performed by the group of employees with the least Company Seniority, determined from time to time by designating an

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appropriate date of employment to define such group.

### 8.95

(2) The Company's selection of "an appropriate date of employment" for the purpose of defining the group of employees with the least Company Seniority who may be subject to layoff under the provisions of (1) above shall be subject to the following limitations: First, with respect to any such group of employees having less than five (5) years of Company Seniority, the "appropriate date of employment" shall not encompass a period of excess of one (1) year between such "appropriate date of employment" and the date of employment of the least senior employee (based upon "Company Seniority") in such group; and second, with respect to any such group of employees having more than five (5) years of Company Seniority, the "appropriate date of employment" shall not encompass a period in excess of six (6) months between such "appropriate date of employment" and the date of employment of the least senior employee (based upon "Company Seniority") in such group unless otherwise mutually agreed by the Company and the Union. Not to be considered in making a deter-

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mination of the employment dates limiting the composition of any such group are employees with lesser Company Seniority who have theretofore been retained at work irrespective of Company Seniority status because of special skills or because of requirements of efficiency in operations.

### 8.96

(3) Within the department or departments selected by the Company in which vacancies are to be created as provided in (1) above, layoffs to create such vacancies shall be made as provided in paragraph 4. above.

### 8.97

(4) Within the department or departments selected by the Company in which vacancies are to be created as provided in (1) above, the Company may create vacancies in addition to vacancies in Group B jobs as permitted by the provisions of (3) above, where the Company and the Union mutually agree that an employee who is laid off or scheduled to be laid off with greater Company Seniority than the occupant of such Group A job is fully qualified to perform efficiently such Group A job.

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### 8.98

d. An employee laid off due to reduced operations from a department and transferred to another department in lieu of Company layoff or subsequently assigned to another department from the Work Reserve List may, under the provisions of Section D. 3.c. above, establish Temporary Department Seniority. Such Temporary Department Seniority will be established in the same manner as Home Department Seniority and when established it will have the same force and effect and be subject to the same rules with respect to termination as Home Department Seniority except that when recalled to his Home Department, upon layoff from the new department due to reduced operations, or transfer to a department other than the employee's Home Department, Temporary Department Seniority is cancelled and is of no further force and effect.

### 8.99

Notwithstanding the foregoing provisions, a qualified employee reduced from his Home Department may challenge any employee who, because of his Company Seniority date, would have been otherwise laid off, but because of particular qualifications remains at work.

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### 8.100

6. The Company and the Union agree that it is in the best interest of labor relations to limit or eliminate out-of-line layoffs.

### 8.101

a. To avoid or minimize the effect of layoffs which do not reflect seniority, the Company agrees to:

### 8.102

(1) Meet with appropriate Union officials to review proposed out-of-line layoffs with the Union, Management who proposes the layoff, and the Director of Industrial Relations.

### 8.103

(2) If the Union and Company cannot agree to the necessity for the retention of a junior employee, the dispute shall be heard at arbitration within ten (10) days of meeting at which the parties were unable to agree. The Arbitrator shall be required to render his decision within forty-eight (48) hours.

### 8.104

(3) If the company lays off out of line, they shall be required to review the status of such junior

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employees each month with the Union. After the passage of three (3) months, the Union shall have the right to resubmit the issue to arbitration.

### **8.105**

(4) No local agreements between supervision and the Union regarding out-of-line layoffs shall be entered into without being committed to writing and reviewed by the Executive Committee of the Union.

### **8.106**

(5) For each employee who is retained in the plant while a more senior Company dated employee is laid off, the Company shall extend coverage of the current Program of Insurance Benefits to the senior employee on layoff whose coverage has terminated.

### **8.107**

7. Work Reserve List. For such period of time as an employee who has been laid off from the company due to reduced operations retains unbroken company Seniority or recall rights under the provisions of Section D. 2. above, his name shall be carried on the Work Reserve List.

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### Section H. Recall Procedures

#### 1. Work Reserve List Recalls

##### **8.108**

a. A laid off employee on the Work Reserve List will be recalled to work in accordance with his Company Seniority provided he is capable of performing the available work, he is able to pass the company's standard physical examination and he is ready to go to work on three (3) days' notice unless the company agrees with respect to any specific recall, to extend such period.

##### **8.109**

b. The continuous service of a laid off employee who fails to return to work from the Work Reserve List on three (3) days' notice may be broken only as provided in Section D. 2.b. (2), above, but the Company shall not be liable if a less senior employee is recalled and assigned to work prior to a more senior employee who delays reporting beyond the period of such three-day notice.

##### **8.110**

c. A laid off employee who is assigned to work from the Work Reserve List to a department other than his home Department shall acquire such

## ARTICLE VIII

Department, Sequence and Job Seniority status as if he had been transferred to another department in lieu of Company layoff.

### 2. Department Recalls

#### 8.111

a. As the working force is increased in any department or as vacancies in that department are otherwise created, employees with Home Department Seniority in that department who are laid off from that department will be recalled to that department in accordance with their Home Department Seniority.

#### 8.112

b. An employee who is working outside his Home Department by reason of reduction of force in his Home Department, who is recalled to his Home Department may, at that time, elect to waive such recall rights with the result that his Department, Sequence and/or Job Seniority within his Home Department shall therewith terminate. Upon such waiver, an employee will continue to accrue Temporary Department Seniority, but only will begin to accrue Home Department Seniority when he is the successful bidder on a permanent transfer bid sheet (Section D. above).

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### 8.113

c. An employee who is working in his Home Department but outside his Sequence by reason of a reduction in force in his Sequence who is recalled to his Sequence may, at that time, elect to waive such recall rights with the result that his Sequence and Job Seniority within his Home Sequence shall terminate.

### 8.114

d. An employee who is working in his Home Sequence but, by reason of a reduction in force, is working on a job below the highest level job in that sequence on which he had established Job Seniority shall not be permitted to waive promotion to his former job or to any intervening job, notwithstanding the provisions of Section I. 4. of this Article.

### 8.115

e. An employee, who, when recalled, accepts recall to his Home Department shall be entitled to such job in his Home Department as his Home Department, Home Sequence and/or Home Job Seniority entitles him.

## Section I. Filling Vacancies and Promotions

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### 8.116

1. Filling Vacancies in Labor Pool Jobs. Where it is necessary to fill vacancies in labor pool jobs (jobs not included within a recognized sequence) Management will fill such vacancies by assignment subject, however, to disposition under the Grievance Procedure of claims of unfair and unjustified discrimination in the making of such assignments. Special agreements with respect to such assignments in particular areas shall take precedence over the provisions of this paragraph.

### 8.117

2. Determination of Types of Vacancies in Sequence Jobs. Where it is necessary to fill vacancies on jobs within sequences, a determination of the type of vacancies shall first be made in accordance with the following definitions:

### 8.118

a. Permanent vacancies occur where the previous occupant's seniority is broken because of the application of other Sections of this Article, where the previous occupant was promoted on a permanent basis, where a new or additional job is created, or where the previous occupant enters the Armed Forces. Notwithstanding the foregoing definition, a vacancy on a job within a sequence (multiple or single job) from which an

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employee with Home Sequential Seniority has been laid off due to reduced operations may be considered a permanent vacancy when the number of available jobs in that sequence exceeds the number of employees with Home Sequential Seniority who are laid off from that sequence. Jobs of a seasonal nature, when available, are considered permanent jobs unless the Company and the Union otherwise specifically so agree with respect to any particular seasonal job. The creation of a "new or additional job" for a temporary period shall not result in a permanent vacancy if designated by Management as "temporary" and provided that such a job may be so designated for a period not in excess of three (3) months. At the end of three (3) months, if such job continues to exist, it may continue to be considered "temporary" only by mutual agreement of the Company and the Union.

### 8.119

b. All vacancies other than permanent vacancies as defined in a. immediately above shall be considered temporary vacancies, and for the purposes of this Section 1. temporary vacancies shall be divided into two (2) categories which are generally defined as follows:

### 8.120

(1) Unknown temporary vacancies are those which

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are unknown to Management in time to schedule a replacement under the provisions of Article III, C.1.

### 8.121

(2) Known temporary vacancies are those which are known to Management in time to schedule a replacement under the provisions of Article III, C. 1. By mutual agreement of the appropriate Plant Manager, or his designated representative, and the appropriate Divisional Committee, temporary vacancies within a recognized department which could be considered "known" vacancies under the foregoing definition shall nevertheless be considered in that department as "unknown" vacancies and be filled as provided below with respect to unknown temporary vacancies. Departmental agreements providing variations of the foregoing definitions shall be reduced to writing and be signed by the respective parties.

### 8.122

3. Filling Vacancies on Sequence Jobs. Where it is necessary to fill vacancies on jobs within sequences they shall be filled as follows:

a. Unknown Temporary Vacancies:

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### 8.123

(1) When an unknown temporary vacancy occurs on a job within a multiple job sequence an effort shall first be made to fill it by promotion in accordance with Job Seniority of a qualified employee working on the turn and on the job immediately subordinate to the job on which the vacancy occurs (except where it is necessary to bypass the immediately subordinate job because a waiver of promotion is recognized) and provided: (a) that each successive move-up in the sequence can be completed job by job in the same manner (except for bypasses because of waivers of promotion) and (b) that the final vacancy thus created can be filled in accordance with Department Seniority by an employee from the department labor pool or from a single job sequence within the department who is available on the turn and is sufficiently qualified to perform the work of the job to which thus assigned. In filling the final vacancy an employee with superior Department Seniority shall be given the option of filling that vacancy, another existing vacancy, or remaining in the labor pool unless the employee's refusal of the highest paying job for which he is qualified would result in a "call-out" or "double-over".

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This right of assignment shall not be used by the Company so as to deny an employee reduced into a labor pool the right to accept a vacancy on a job on which he retains recall rights regardless of whether his acceptance would result in a "call-out" or "double-over". The right of the Company to assign the qualified, available laborer to the highest paying vacancy in order to avoid overtime shall not be construed as an expansion or contraction of existing rights pertaining to the assignment of laborers. The parties agree that the above new contract language shall not be used by either party in the support of a position on grievances pending or filed in the future involving the issue of incumbents not receiving five (5) days scheduled work when non-incumbents are filling known temporary vacancies. Although the promotion procedure outlined above refers to a single unknown temporary vacancy, it is intended to apply to two (2) or more such vacancies within a multiple job sequence so long as the number of sufficiently qualified employees to fill all vacancies are available on the turn. If the unknown temporary vacancy occurs on a job within a single job sequence an effort shall first be made to fill it by promotion of an employee from the department labor pool or from another single job

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sequence within the department in accordance with the Department Seniority who is available on the turn and sufficiently qualified to perform the work of the job to which thus assigned. The foregoing procedure shall not apply on maintenance jobs where helper jobs vacated by promotions to fill top jobs are usually not filled.

### 8.124

If an unknown temporary vacancy cannot be filled by promotion as outlined in (1) above (i.e., the chain of promotions cannot be completed without the necessity of "calling-out" or "doubling-over"), the vacancy or vacancies at the highest level or levels in the sequence shall be filled by "call-out" or "doubling-over" a regular incumbent or incumbents of such job or jobs where the vacancies occurred. A "regular incumbent" of a job is an employee who is accruing Job Seniority on the job in question who has not been demoted to laid off from the job due to lack of work or other reason. If a "regular incumbent" of the job at such highest level is not available to be "called out" or "doubled-over" such vacancy shall then be filled by promotion from the immediately subordinate level even though the chain of promotions cannot be completed under the proce-

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procedure set forth in (1) above and the vacancy thus created at the next lower level shall then be filled by "calling-out" or "doubling-over" a "regular incumbent" of that job if available and if not available the same procedure shall be followed by promotion at the next lower level until the vacancy is filled unless a different procedure is required under an existing department agreement. Where circumstances would require the replacement by call-out or double-over of employees on labor pool or single job sequence jobs if they would be promoted to fill unknown temporary vacancies as provided in (1) above, promotions shall not be made and the vacancy or vacancies at higher level in the sequence shall be filled by "call-out" or "double-over".

### 8.125

(3) Unknown temporary vacancies shall not be filled by promotion or assignment as above provided in any workweek in which forty (40) hours of work is not available to all regular incumbents of the vacant job within the sequence. An attempt shall first be made to assign regular incumbents of the vacant job at straight-time rates; secondly, an attempt shall be made to assign regular incumbents to the vacancy to whom less than forty (40)

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hours work is available regardless of overtime.

### 8.126

(4) Where an unknown temporary vacancy is to be filled by "calling-out" and /or "doubling-over", consideration shall be given to the provisions of Article III, C.2. of this Agreement governing the distribution of overtime.

### 8.127

(5) The Company and the Union may agree with respect to particular situations that the phrase "within a multiple job sequence" as used in this sub-paragraph a. refers to a smaller group of jobs than those which are included within the recognized or established multiple job sequence.

### 8.128

(6) An unknown temporary vacancy which occurs after the recognized starting time of the job involved which, if it had occurred at the beginning of the turn, would have been filled in accordance with the procedures hereinabove set forth, shall be filled in accordance with said procedures except that the Company need not "call out" a replacement to fill such a vacancy if a replacement cannot be obtained in time to report for

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work on the vacant job at least three (3) hours before the end of the turn; and provided, further, that the Company shall attempt, within one (1) hour from the time that the employee reports to the Company's Medical Department, to determine whether or not the employee will be available to return to work before the end of the turn.

### 8.129

(7) Whenever an employee is called in to fill an unknown temporary vacancy or ordered out of an extra turn as the result of an increase in operating or service activities, such employee will be assigned to work in his incumbent occupation only. In such instances and for the purposes of this arrangement only, the provisions of Article IV, C.1. notwithstanding, the called-in or extra turn will be considered as the "premium" turn and such employee will not be barred from filling any temporary vacancy which may develop on any of his regularly scheduled workdays during that workweek for which he may be otherwise eligible by reason of seniority and qualifications.

#### b. Known Temporary Vacancies:

### 8.130

(1) When a known temporary vacancy occurs on

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a job within a multiple job sequence an effort shall first be made to fill it by promotion and scheduling in accordance with Job Seniority of a qualified employee working within the sequence and on the job immediately subordinate to the job on which the vacancy occurs (except where it is necessary to bypass the immediately subordinate job because a waiver of promotion is recognized) and provided: (a) that each successive move-up in the sequence can be completed job-by-job in the same manner (except for bypasses because of waivers of promotion) and (b) that the final vacancy thus created can be filled in accordance with Department Seniority by an employee from the department labor pool or from a single job sequence within the department, who is sufficiently qualified to perform the work of the job to which thus assigned. In filling the final vacancy an employee with superior Department Seniority shall be given the option of filling that vacancy, another existing vacancy, or remaining in the labor pool unless the employee's refusal of the highest paying job for which he is qualified would result in a "call-out" or "double-over". The right of assignment shall not be used by the Company so as to deny an employee reduced into a labor pool the right to accept a vacancy on a job

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on which he retains recall rights regardless of whether his acceptance would result in a "call-out" or "double-over". The right of the Company to assign the qualified, available laborer to the highest paying vacancy in order to avoid overtime shall not be construed as an expansion or contraction of existing rights pertaining to the assignment of laborers. The parties agree that the above new contract language shall not be used by either party in the support of a position on grievances pending or filed in the future involving the issue of incumbents not receiving five (5) days scheduled work when non-incumbents are filling known temporary vacancies. Although the promotion procedure outlined above refers to a single known temporary vacancy, it is intended to apply to two or more such vacancies within a multiple job sequence so long as the number of sufficiently qualified employees to fill all vacancies is available within the department. If the known temporary vacancy occurs on a job within a single job sequence, an effort shall be made to fill it by promotion of an employee from the department labor pool or from another single job sequence within the department in accordance with Department Seniority who is sufficiently qualified to perform the work of the job to which

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thus assigned. The foregoing procedure shall not apply on maintenance jobs where helper jobs vacated by promotions to fill top jobs are usually not filled.

### 8.131

(2) If a known temporary vacancy cannot be filled by promotion as outlined in (1) above, (i.e. the chain of promotions cannot be completed without the necessity of "call-out" or "doubling-over") the vacancy or vacancies at the highest level or levels in the sequence shall be filled by "call-out" or "doubling-over" a regular incumbent or incumbents for such job or jobs where the vacancies occurred. A "regular incumbent" of a job is an employee who is accruing Job Seniority on the job in question who has not been demoted or laid off from the job due to lack of work or other reason. If a "regular incumbent" of the job at such highest level is not available to be "called out" or "doubled-over" such vacancy shall then be filled by promotion from the immediately subordinate level even though the chain of promotions cannot be completed under the procedure set forth in (1) above, and the vacancy thus created at the next lower level shall then be filled by "calling out" or "doubling-over" a "regular

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incumbent" of that job if available and if not available the same procedure shall be followed by promotion at the next lower level until the vacancy is filled. Where circumstances would require the replacement by "call-out" or "doubling-over" of employees on labor pool or single job sequence jobs if they would be promoted to fill known temporary vacancies as provided in (1) above, promotions shall not be made and the vacancy or vacancies at the higher levels in the sequence shall be filled by "call-out" or "doubling-over".

### 8.132

(3) Where a known temporary vacancy is to be filled by "call-out" or "double-over", consideration shall be given to the provisions of Article III, C.2. of this Agreement governing the distribution of overtime.

### 8.133

(4) The Company and the Union may agree with respect to particular situations that the phrase "within a multiple job sequence" as used in subparagraph b. refers to a small group of jobs than those which are included within the recognized or established multiple job sequence.

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### c. Permanent Vacancies:

**8.134**

(1) Permanent vacancies in jobs more than one (1) step above the labor pool shall be filled by the available and qualified employee working on the job within the sequence immediately subordinate to the vacant job who is entitled to fill such vacancy in accordance with Job Seniority on such immediately subordinate job and if such an employee is neither available nor qualified, the vacancy shall be filled by an available and qualified employee on the succeeding subordinate job or jobs in accordance with Job Seniority on such succeeding subordinate job or jobs. If, however, an employee has not had an opportunity to "break in" on the next higher job in a sequence and consequently such an employee cannot qualify for promotion to the next higher job in the sequence when such a vacancy occurs, the vacancy may be filled temporarily by the Company while the available employee with the greater Job Seniority who is otherwise qualified is given the opportunity to "break in" on such higher job.

**8.135**

(2) Permanent vacancies in jobs at the lowest step

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within a multiple job promotional sequence (even though a job may be higher in a sequence than the lowest step, it may be considered the lowest step for the purposes of this paragraph if it cannot be filled from within the sequence because of waivers of promotion) shall be filled under the following Job Posting procedures:

### **8.136**

(a) A notice of such permanent job vacancy shall be posted within the department where such vacancy occurs at one location which shall be agreed to by the Company and the Union (where sub-departments are recognized, posting locations shall be agreed upon at which permanent vacancies within such sub-departments shall be posted). Such notices shall be posted no later than 12:01 p.m. on the Monday following the date it was determined that such a vacancy existed, shall remain posted through the following Sunday and shall contain the following information: (1) Name or description of sequence in which such a vacancy exists, and (2) job title and standard hourly wage rate of the vacant job. Any employee of the department (or sub-department where appropriate) wishing

## ARTICLE VIII

to be considered to fill such vacancy shall sign the posted notice where indicated and record thereon his badge number and Department Seniority date (or sub-department Seniority date where appropriate). Any employee of the department who is not at the time laid off from the department due to reduced operations, but who is absent from work during the posting period may notify the Superintendent in charge of the operation where the vacancy exists of his desire to apply for such vacancy by a letter to that effect which shall be attached to the posted notice of such vacancy except that a Department No. 5 employee laid off from Department No. 5 who remains at work on the basis of his Company Seniority on a job outside of Department No. 5, may apply to fill such a posted permanent job vacancy and his application shall be considered as if he was not at the time laid off from his Home Department upon the basis of his Department No. 5 Seniority. If the successful applicant, such a Department No. 5 employee shall forfeit his Home Sub-department Seniority upon beginning work on such new job.

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### 8.137

(b) Upon completion of the posting period, Management shall consider the applications and from among those qualified under the provisions of Section B. of this Article, shall determine the successful applicant in accordance with Department Seniority or Sub-department Seniority where appropriate except that Management need not consider the application of an absent employee who will not be available for assignment to such vacancy within thirty (30) days after the end of the posting period. If no qualified employee applies for such vacancy, Management may fill the vacancy as it sees fit.

### 8.138

(c) Upon determination of the successful applicant, he shall be scheduled to work on such job, if it is available, no later than the second work-week following the week in which the posting period was completed, unless otherwise mutually agreed by Management and the employee involved.

### 8.139

(d) During any period beginning with the deter-

## ARTICLE VIII

mination that such a vacancy exists and continuing until an employee is scheduled as a permanent incumbent to fill such vacancy, such vacancy shall be considered as a temporary vacancy and may be filled by Management under the provisions for filling temporary vacancies as hereinabove set forth.

### 8.140

(3) At the time an employee begins work on a job as the result of being the successful applicant for a permanent vacancy under the provisions of paragraph (2) immediately above, any Job Seniority which he then holds on a job in another sequence, any Sequential Seniority which he then holds in another sequence and any Department Seniority (Home or Temporary) which he then holds in another department shall be cancelled and be of no further force and effect. By mutual agreement of the appropriate Plant Manager, or his designated representative, and the appropriate Divisional Committee, variations of the foregoing rule with respect to cancellation of Job and/or Sequential Seniority within another sequence or other sequences within that department may be established where special circumstances warrant. Departmental agreements providing such variations shall be reduced to writing and be signed by the respective parties.

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### 8.141

(4) An employee may waive promotion by signifying such intention to his supervisor in writing or shall be considered as waiving if he refuses to step up to fill a known or unknown temporary vacancy. A refusal to step up to fill an unknown vacancy shall not be considered as a waiver if, with respect to any particular sequence, the Company and the Union agree that such a refusal shall not be considered to be a waiver. Such waivers shall be noted in the personnel records and confirmed by the Company in writing. An employee may withdraw his waiver by notice in writing to that effect which shall be effective on the date submitted to his Supervisor, following which he shall again become eligible for promotion, but an employee who has so waived promotion either to a temporary or permanent vacancy and later withdraws it as herein provided shall not be permitted to challenge the future higher Job Seniority standing of those who have stepped ahead of him while such waiver was in effect or those who may be entitled to fill the next permanent vacancy by reason of accepting promotions to known or unknown temporary vacancies while such waiver was in effect. Employees may not enter or withdraw waivers indiscriminately and without good and valid reasons, and where Management believes that a waiver has been

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entered or withdrawn indiscriminately and without good and valid reasons, Management may refuse to accept such waiver or withdrawal, subject to the Grievance Procedure if an employee affected believes Management's action to have been unjustified. In addition, where an appreciable number of temporary vacancies cannot be filled by promotion because of an excessive number of waivers to a job within a particular sequence and as a consequence the Company must, on occasions, incur overtime penalties in order to fill temporary vacancies on the job or suffer serious impairment to efficiency of operations, the Superintendent in charge of the sequence and the Divisional Committee with the Steward involved shall confer in an attempt to reach a mutually satisfactory solution of the problem.

### Section J. Leaves of Absence

**8.142**

1. Regular Leave of Absence. An employee may request a leave of absence for good and valid reasons and shall make application in writing to the Manager - Industrial Relations, Operations or his Department Manager. The Department Manager and Union representative will review an employee's request for leave of absence. Final authority as to whether the leave will be granted will vest with the Manager - Industrial Relations, Operations. Except as provided in paragraph

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2. below, no leave of absence shall be granted for more than ninety (90) days; however, if an unusual emergency arises which might prevent the employee on leave from returning at the end of the leave or other good cause for an extension exists, he may apply to the Employment Office for an extension which, if granted, shall guarantee his seniority and continuous service status until expiration of such extension. It is understood that leaves will not be granted to take up employment with another company. The Company desires to be reasonable in its policy in regard to allowing leaves and expects the members of the Union to be reasonable in their requests also. Business activity and the availability of properly trained personnel to handle the occupation will, of necessity, have a bearing on the willingness to grant leaves.

### 8.143

2. Leave of Absence for Union Business. The Company will continue to allow employees leave to take up full-time employment with the Union, during which time they shall retain their Job (if any), Sequential (if any), Department, and Company Seniority.

### 8.144

3. Seniority Status Upon Return from Leave of Absence. Employees on leave of absence shall, upon

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return, assume their status in the Job and Sequence (if any) and Department and Company as if continuously employed during such an absence, and provided such an employee upon return is physically capable of performing this former job.

### 8.145

#### 4. Special Leave of Absence During Reduced Operations

### 8.146

a. An employee who, under the provisions of Section D. supra, is entitled to remain at work but not on his regular job, may elect a special leave of absence and, notwithstanding the provisions of Section H. above, be entitled to such recall rights as are herein provided:

### 8.147

(1) An employee who elects a special leave of absence in lieu of assignment to a lower job in his Home Sequence shall be entitled to be recalled only to the job from which he was scheduled to be demoted in accordance with his Job Seniority on the job;

### 8.148

(2) An employee who elects a special leave of

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Home Department but outside his Home Sequence shall be entitled to be recalled only to his Home Sequence in accordance with his established Sequential Seniority;

### **8.149**

(3) An employee who elects a special leave of absence in lieu of assignment to a job outside his Home Department shall be entitled to be recalled only to his Home Department in accordance with his established Department Seniority;

### **8.150**

(4) An employee who has elected a special leave of absence either before or after demotion or transfer as provided above may withdraw such election by notice in writing to that effect to the Company Employment Office. Such a notice may withdraw an election of a special leave of absence in lieu of demotion or transfer under any or all of the circumstances described in (1), (2), or (3) above, and shall reinstate the employee's right to consideration for assignment from the Work Reserve List or to recall to his Home Department or Home Sequence only with respect to future vacancies in the appropriate seniority unit made

## ARTICLE VIII

available to him by such withdrawal.

### 8.151

(5) Notwithstanding provisions one (1) through four (4) above, an employee on a special leave of absence shall be recalled to employment in accordance with his or her seniority in the event that the Company is hiring new employee(s) or rehiring former employee(s).

### 8.152

b. An employee demoted or transferred from his regular job in lieu of layoff may subsequently elect a special leave of absence in which event his recall rights shall be the same as if he had elected a special leave of absence before accepting such demotion or transfer.

### 8.153

c. An employee who elects a special leave of absence in lieu of demotion or transfer because of reduced operations may suffer a break in continuous service the same as an employee laid off because of reduced operations if not recalled within the time limit provided in Section D. of this Article.

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### 8.154

d. All waivers permitted in this paragraph shall be confirmed in writing and be noted in the employee's service record.

### 8.155

e. An employee who elects to be laid off in lieu of assignment either before or after demotion or transfer as provided above will be considered to be on a special leave of absence.

## Section K. Union Officers

### 8.156

A Union Steward involved in a layoff should be retained in his department so long as employees whom he was elected to represent are working in the area and on the jobs which he represents. A Union Steward involved in a layoff should also be retained in his Home Sequence so long as employees whom he was elected to represent are working in that sequence.

## Section L. Consent Decree

### 8.157

The provisions of the Consent Decree entered in the United States District Court for the Northern District of West Virginia in Charles Williams v. Weirton Steel Division of National Steel Corporation and the

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Independent Steelworkers Union (Civil Action No. 69-30-W), Mack Allen, et al. and the Equal Employment Opportunity Commission v. Weirton Steel Division of National Steel Corporation, et al., (Civil Action No. 72-5-W), and Willie J. McKenzie v. Weirton Steel Division of National Steel Corporation (Civil Action No. 80-75-W) and any applicable amendment thereto, are hereby made a part of this Agreement as though expressly incorporated herein and in any case of conflict with the provisions of this Agreement, the provisions of such Decree shall have overriding effect so long as such Decree remains in effect.

## ARTICLE IX ADJUSTMENT OF GRIEVANCES

### Section A. Purpose

9.1

The purpose of this Article is: (a) to provide opportunity for discussion of any request or complaint, (b) to establish procedures for the processing and settlement of grievances as defined in Section C., and (c) to define the rights and responsibilities of Union representatives.

### Section B. Discussion of Request or Complaint

9.2

Any employee who believes that he has a justifiable

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request or complaint shall discuss the request or complaint with departmental supervision, with or without the Steward being present, as the employee may elect, in an attempt to settle same. However, any such employee may instead, if he so desires, report the matter directly to his Steward, and in such event the Steward, if he believes the request or complaint merits discussion, shall take it up with the employee's departmental supervisor in a sincere effort to resolve the problem. The employee involved may be present in such discussion, if he so desires.

Discussions under the provisions of this paragraph shall be held promptly after the date of the event out of which the request or complaint arises.

### 9.3

References in this Section B. to a "departmental supervisor" refer to a representative or representatives of Management, designated by the Company in each Union Steward's plant unit, who shall be responsible for receiving and disposing of employee requests or complaints and who may carry the title of "Supervisor", "General Supervisor" or "Superintendent".

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9.4

If the appropriate Departmental Supervisor and the Steward, after full discussion, are unable to resolve the request or complaint and feel the need for aid in arriving at a solution, they may invite such additional Company or Union representatives as may be necessary and available to participate in further discussions and investigations. Additional time in which to conduct such further discussions and investigations (not exceeding thirty (30) days) may be utilized before the grievance, if unsettled, is to be reduced to writing for written answer by the Departmental Supervisor.

9.5

The foregoing procedure, if followed in good faith by both parties, should lead to a fair and speedy solution of most of the complaints arising out of the day-to-day operations of the plant. If the complaint or request concerns only the individual or individuals involved, and its settlement will have no effect upon the rights of other employees, the individual or individuals involved may effectively request that the matter be dropped.

### Section C. Definition of Grievance

9.6

“Grievance” as used in this Agreement is limited to a complaint or request of an employee which involved the

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interpretation or application of, or compliance with, the provisions of this Agreement.

### Section D. Grievance Procedure

#### 1. Filing of Grievances

9.7

a. A grievance which has not been settled within five (5) days as a result of the discussion required by Section B., to be considered further, must be filed promptly in writing. A grievance hereunder must be filed within thirty (30) days after the date of which the fact or events upon which such alleged grievance is based shall have existed or occurred or within thirty (30) days from the date of the last discussion as described in Section B., whichever occurs later.

9.8

b. Grievances filed in the Grievance Procedure shall be in writing on grievance forms furnished by the Company and shall include the following information:

- ( 1) Name and badge number of employee(s) involved, if known at the time of filing;
- ( 2) Date of alleged violation, if known at the time of filing;

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- ( 3) Date on which grievance was discussed with Supervisor;
- ( 4) Name of Supervisor with whom grievance was discussed;
- ( 5) Facts of the case;
- ( 6) Factor and factor codings in dispute (job classification grievances);
- ( 7) Remedy sought;
- ( 8) Specific Article and/or Section of the Agreement or Memorandum alleged to be violated;
- ( 9) Date of presentation of written grievance;
- (10) Signature of Union representative.

A grievance which does not satisfy these requirements may be returned to the Union representative who shall be entitled to refile the grievance after conferring with the Industrial Relations Representative upon bringing it into conformity with the foregoing provisions by adding the missing information to the grievance.

9.9

c. All grievances shall be filed initially at Step 1 of the Grievance Procedure except:

9.10

(1) Any grievance involving incentives, job

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descriptions or job classification shall be sent directly to the Industrial Engineering Department which shall provide the Union with a written response thereto within thirty (30) days together with a copy of their investigation, excluding any cost data contained therein. If the written response does not provide a satisfactory resolution, the grievance shall within thirty (30) days be presented at Step 2 of the Grievance Procedure. If the grievance is not so presented at Step 2, it shall be considered as settled;

9.11

(2) Any grievance involving seniority, safety, or discipline shall be presented initially at Step 2 of the Grievance Procedure.

9.12

d. Grievances which are not filed initially in the proper step of the Grievance Procedure shall be referred to the proper step for discussion and answer by the Company and Union representatives designated to handle grievances in such step.

### 2. Processing of Grievances

#### Step 1

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### 9.13

a. The employee, or Steward if dissatisfied with the disposition of his/her complaint as presented to his/her Supervisor may have his/her grievance presented to the Industrial Relations Representative assigned to his/her department by his/her Steward, with or without the employee being present. Three (3) copies of the grievance form, properly filled out and signed shall be presented to the industrial Relations Representative.

### 9.14

b. A grievance filed in this step shall be discussed in an attempt of settlement at a mutually convenient time between the Steward and the industrial Relations Representative of the department of their representatives, and answered within ten (10) days from date of filing. The decision and the date thereof shall be recorded on each copy of the grievance form and a copy shall be returned to the Steward. A copy of this form will also be forwarded to the Divisional Grievance Committee, c/o the I.S.U. Office, by the Industrial Relations Department.

### 9.15

c. If the Step 1 decision is not appealed to Step 2,

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the grievance shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal.

### Step 2

9.16

a. In order for a grievance to be considered further, it shall be appealed in writing within ten (10) days from the date upon which the Step 1 decision is returned to the Steward for consideration at the next regular meeting of the Divisional Grievance Committee with the General Supervisor of Industrial Relations of that area. An appealed grievance of a grievance properly filed initially in this step shall be listed on an agenda form by the Divisional Grievance Committee and sent to Industrial Relations not less than five (5) days before such meeting. Grievances not listed on the agenda, including those not filed or appealed prior to such five (5) day period, shall not be discussed except as mutually agreed upon. Grievances properly on the agenda, or matters not discussed in prior steps, may, by mutual agreement, be referred back for further consideration or discussion to Step 1. Either party may call witnesses whose attendance shall be limited to time required for their testimony.

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9.17

b. Grievances discussed and not settled in such meeting shall be answered in writing by the General Supervisor of industrial Relations within ten (10) days after the date of such meeting unless by mutual agreement a different date for disposition is agreed upon. Such written decision may be set forth in minutes of Step 2 meetings, hereinafter provided for, or attached thereto.

9.18

c. If the decision in this Step is not appealed to the next Step, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

9.19

d. Minutes of all Step 2 meetings shall be prepared by the General Supervisor of Industrial Relations, jointly signed by him/her and the Chairman of the Divisional Grievance Committee. If the Chairman of the Grievance Committee shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. Two (2) copies of such minutes shall be provided to the

## ARTICLE IX

Divisional Grievance Committee not later than ten (10) days after the date on which the meeting was held. Minutes shall conform to the following general outline:

- (1) Date and place of meeting;
- (2) Names and positions of those present;
- (3) Identifying number and description of each grievance discussed;
- (4) Brief statement of Union position;
- (5) Brief statement of Company position;
- (6) Summary of Discussion;
- (7) Decision reached;
- (8) Statement of Union concurrence in or exceptions to discussion;
- (9) Statement as to whether decision was accepted or rejected.

9.20

e. Whenever either party concludes that further Step 2 meetings cannot contribute to the settlement of a grievance, the parties may jointly agree to submit the grievance to Expedited Arbitration, as provided in Section H. below, or the Union may, by written notice served on the Company within thirty (30) days from receipt of the minutes of the last Step 2 meeting, appeal the grievance to Regular

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Arbitration as provided in Section G. below.

9.21

f. If the decision in this Step is not appealed to arbitration as above provided, the grievance shall be considered settled on the basis of such decision and shall not be eligible for further appeal.

### Section E. Suspension and Discharge Cases

9.22

1. Purpose. The purpose of this Section is to provide for the disposition of complaints involving suspension or discharge and to establish a special procedure for the prompt review of cases involving discharge or suspension. This procedure shall in no way revoke or interfere with hearings provided in the Company commitment issued on or about October 1, 1965, with respect to discipline for poor workmanship and hearings with respect to time-off penalties under the Company's Policy on Absenteeism. Complaints concerning suspensions and discharges shall be handled in accordance with the procedure set forth below, including Section D. - Grievance Procedure, Section H. - Regular Arbitration, and/or Section I. - Expedited Arbitration.

9.23

2. Procedure. An employee shall not be peremptorily

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discharged. In all cases in which Management may conclude that an employee's conduct may justify suspension or discharge, he shall be suspended initially for such time as may be deemed appropriate but for not more than three (3) working days, and given written notice of such action. In all cases of intended discharge, or of suspension for any period of time, a copy of the discharge or suspension notice shall be promptly furnished to such employee's Steward.

### 9.24

If such initial suspension is for one (1) or more working days and if the employee affected believes he has been unjustly dealt with, he may request through his I.S.U. Steward and shall be granted, during the period of his suspension or as promptly thereafter as possible, a hearing and a statement of the offense before a representative (status of department head or higher) designated by the Area Manager with or without his Steward present - as the employee may choose. At such hearing, the facts concerning the case shall be made available to both parties. After such hearing, or if no such hearing is requested Management may conclude whether the suspension shall be affirmed, modified, extended, revoked, or converted into a discharge. In the event the suspension is affirmed, modified, extended or converted into a discharge, the employee may, within fourteen (14) cal-

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endar days (excluding Saturdays, Sundays, and recognized holidays) after notice of such action, file a grievance in the Second Step of the Grievance Procedure. A final decision shall be made by the Company in Step 2 within ten (10) calendar days (excluding Saturdays, Sundays, and recognized holidays) from the date of the filing thereof. Such grievance shall thereupon be handled in accordance with the procedures of Section D. - Grievance Procedure, Section H. - Regular Arbitration, and/or Section I. - Expedited Arbitration. Grievances involving discharge which are appealed to arbitration shall be arbitrated, if required, on a semi-annual basis.

### 9.25

An employee who is summoned to meet in an office with a Supervisor for the purpose of discussing possible disciplinary action shall be entitled to be accompanied by his Steward or a member of the Divisional Grievance Committee if he requests such representation, provided such employee is summoned at least four (4) hours prior to the end of the shift and such representation is then available and provided further that, such representative is not then available, the employee's required attendance at such meeting shall be deferred only for such time during their shift as is necessary to provide opportunity for him to secure the attendance of such representative.

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9.26

3. Revocation of Suspensions or Discharges. Should any initial suspension, or affirmation, modification, or extension thereof, or discharge, be revoked by the Company, the Company shall reinstate and compensate the employee affected on the basis of an equitable lump sum payment mutually agreed to by the parties or, in the absence of agreement, make him whole in the manner set forth in Section E., 4. below.

9.27

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

1. Management, after converting a disciplinary suspension to discharge, or imposing a suspension, shall not remove the affected employee from active work on the job to which his seniority entitles him upon such conversion or imposition prior to a final determination of the merits of the discharge or suspension in accordance with the applicable provisions of the Basic Labor Agreement should the employee or Union elect to file a complaint or grievance protesting Management's decision. For purposes of the operation of the option not to be removed from the job pursuant to this procedure, a

## ARTICLE IX

complaint or grievance protesting a discharge or suspension must be filed within five (5) calendar days after notice of the conversion to discharge or imposition of the suspension, as the case may be. In the event no complaint or grievance is filed within such time limit, the Company will not suspend or remove the affected employee from active work on the job to which his seniority entitles him prior to the day following the expiration of the time limit set forth in this paragraph. For any purpose other than operation of the option set forth above, the time limits for filing a complaint or grievance protesting a discharge or suspension shall continue to be those set forth in the Basic Labor Agreement and those set forth in items No. 5 and 6 below.

2. The parties recognize that it is essential that a proper balance be maintained between the right of an employee to be retained under this Procedure and the right to Management to manage the plant. Accordingly, to insure the balance, this Procedure will not be applicable to discharges or suspensions involving any offenses which endanger the safety of other employee or members of supervision, or the plant and its equipment. Such offenses shall include, but are not limited to: theft, use and/or distribution on Company property of drugs, narcotics, and/or alcoholic beverages; reporting or attempting to report for work under the influence of

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alcohol, narcotics, or controlled substances; possession of firearms on Company property; destruction of Company property; threatening bodily harm to, and/or striking a member of supervision; fighting; violation of last chance letter or conditional letters of employment, and such insubordination as endangers the safety of other employees or members of supervision, or the plant and its equipment.

3. When an employee is retained pursuant to Paragraph 1 and the employee's discharge or suspension is finally determined in the grievance procedure or in arbitration to be for just cause, the removal of the employee from the active employment rolls shall be effective for all purposes the day following the date of final resolution of the grievance.

4. Nothing in this procedure shall restrict or expand Management's right to relieve an employee for the balance of such employee's shift under the terms of the Basic Labor Agreement.

5. Any grievance contesting a suspension or discharge filed pursuant to Paragraph 1 above, shall be filed and heard within fifteen (15) calendar days from the date the grievance was written at Step 2 of the grievance procedure. The Union, within the fifteen (15) day time limit,

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may request in writing and be granted, an extension of not more than ten (10) calendar days. A grievance not scheduled and heard at Step 2 within the aforementioned time limit or any extension thereof, will be withdrawn by the Union.

6. Any grievance contesting a suspension or discharge pursuant to Paragraph I above, appealed to arbitration shall be scheduled to be heard in arbitration within thirty (30) calendar days of receipt by the Company of the Union's written notice of appeal to arbitration. Unless mutually agreed otherwise, a grievance appealed to arbitration and not scheduled to be heard within the aforementioned thirty (30) days time limit shall be considered settled on the basis of the Step 2 decision.

7. The parties agree that grievances concerning suspension and discharge shall, whenever possible, be handled in the Expedited Arbitration Procedure as set forth in Article IX, Section I of the Agreement, however, either party may elect to submit a particular grievance to Regular Arbitration for resolution.

9.28

8. Jurisdiction of Arbitrator. Should it be determined by an Arbitrator that an employee has been suspended or discharged without cause, the Company shall reinstate

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the employee and make him whole for the period of his suspension or discharge, which shall include providing him such earnings and other benefits as he would have received except for such suspension or discharge, and, offsetting such earnings or other amounts as he would not have received except for such suspension or discharge.

9.29

Should it be determined by the Arbitrator that an employee has been suspended or discharged for cause, the Arbitrator shall have jurisdiction to modify the degree of discipline imposed by the Company.

9.30

The provisions of this paragraph apply to all suspensions regardless of the number of days involved.

### Section F. General Provisions Applying to Appeals

9.31

The Manager of Industrial Relations shall meet at least once each month with each Divisional Committee and Grievanceman to review the status of grievances and to facilitate the timely processing thereof.

9.32

1. If any grievance is not disposed of in accordance with

## ARTICLE IX

the provisions of this Article, which includes discussion of the issue within the prescribed time in any Step, unless an extension of time has been mutually agreed upon, the Union may appeal to the next Step by so notifying the appropriate Company representative to that effect. Either party, within the time limits specified above, may request in writing an extension of such time limits. Such request shall be considered as granted unless it is refused, in writing, by the other party; in which case it shall be considered as granted until one (1) day after the day on which such written refusal is delivered to the party making the request.

9.33

2. At all Steps in the Grievance Procedure, the Union representative should disclose to the Company representatives a full and detailed statement of the facts relied upon, the remedy sought, and the provisions of the Agreement relied upon. In the same manner, Company representatives should disclose all pertinent facts relied upon by the Company.

9.34

3. In order to avoid the necessity of filing numerous grievances on the same subject or event, or concerning the same alleged contract violation occurring on different occasions, a single grievance may be processed and

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the facts of alleged additional violations (including the dates thereof where possible) may be presented in writing in the appropriate Step on a form supplied by the Company. Such additional claims shall be filed promptly and identify each additional grievant where possible. When the original grievance is resolved in the Grievance or Arbitration Procedure, the parties resolving such grievance shall review such pending claims in the light of the decision in an effort to dispose of them. If any such claim is not settled it shall be considered as a grievance and processed in accordance with the applicable procedure and the applicable time limitations.

9.35

4. For any grievance settlement involving retroactive payments, the appropriate Union and Company representatives shall expeditiously determine the identity of the payees and the specific amount owed each payee. Payment shall be made promptly, but, in any event, within thirty (30) days after such determination.

9.36

5. In cases involving large numbers of employees or extended periods of retroactivity, in order to expedite payment the parties shall, whenever possible, agree upon the identity of the payees and the specific procedures for determining the amounts owed or equitable

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approximations of such amounts. Management will make payment at the earliest date in light of the procedures agreed upon and will, within two (2) weeks following such agreement, notify the Steward of the date when such payment will be made. A copy of such notice will be forwarded to the Office Manager of the Union.

### Section G. Miscellaneous Provisions Applying to Grievance Procedure

#### 9.37

1. The Grievance Procedure may be utilized by the Union in processing grievances which allege a violation of the obligations of the Company to the Union as such. In processing such grievances, the Union shall observe the specified time limits in appealing and the Company shall observe the specified time limits in answering. In the event an employee dies, the Union may process on behalf of his or her legal heirs any claim he or she would have had relating to any monies due under any provision of this Agreement.

#### 9.38

2. Notwithstanding the procedure provided, any grievance may be submitted to arbitration at any time by agreement of the parties to this Agreement.

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### 9.39

3. The settlement of any grievance in any step of the Grievance Procedure except arbitration shall not be relied on as to the meaning or proper application of any provision of this Agreement in the arbitration of any other grievance under this Agreement.

### 9.40

4. The Company in arbitration proceeding will not make use of any personnel records of previous disciplinary action against the employee involved where the disciplinary action occurred five (5) or more years prior to the date of the event which is the subject of such arbitration.

### 9.41

5. Any disciplinary notations made on an employee's work record after the effective date of this Agreement without notification to the employee shall not be considered part of his record.

### 9.42

6. Notwithstanding the requirements contained at Sections D. and E. of this Article, the Union may defer the filing of a grievance contesting discipline imposed pursuant to Step 1 or Step 2 of the Company's

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Absenteeism Policy until such time as Step 3 of the foregoing policy has been invoked. Grievances of Step 1 or Step 2 discipline must be filed no later than imposition of Step 3, or the penalties previously imposed shall be considered by the parties to have been proper and for just cause. Any such grievances shall state the reason(s) for the Union's challenge of said discipline.

### Section H. Regular Arbitration

#### 9.43

1. Grievances appealed to arbitration as provided in Article IX shall be submitted to an impartial Arbitrator to be selected by mutual agreement of the parties. If such representatives cannot agree within fifteen (15) days of notice of appeal on the designation of an Arbitrator, they shall each prepare a list of three (3) Arbitrators who shall be current members of the National Academy of Arbitrators. The parties shall then rank the Arbitrator in order of preference, from one (1) through six (6). The two (2) rankings shall be added, and the Arbitrator receiving the lowest combined ranking score shall be selected.

#### 9.44

2. The Arbitrator shall have jurisdiction and authority only to interpret, apply, or determine compliance with

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the provisions of this Agreement and such local working conditions as may hereafter be in effect insofar as shall be necessary to the determination of the grievance appealed to him. The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement.

### 9.45

The Arbitrator shall also have jurisdiction and authority only to interpret, apply, or determine compliance with respect to the Pension and Insurance Agreement between the parties [including the Program of Insurance Benefits (PIB)]. The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of the Pension and Insurance Agreements (including PIB).

### 9.46

3. The decision of the Arbitrator on any issue properly before him in accordance with the provisions of this Agreement shall be final and binding upon the Company, the Union, and all employees concerned.

### 9.47

4. Awards of the Arbitrator may or may not be retroactive as the equities of a particular case may demand, but the following limitations shall be observed in any case

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where the Arbitrator's award is retroactive:

### 9.48

a. The effective date for adjustment of grievances relating to:

### 9.49

(1) Suspension and discharge cases or cases involving rates of pay for new or changed jobs or incentives shall be determined in accordance with the provisions of this Article IX, Section E. - Suspension and Discharge Cases, and Article II - Rates of Pay, respectively, of this Agreement.

### 9.50

(2) Seniority cases shall be the date of the occurrence or nonoccurrence of the event upon which the grievance is based, but in no event earlier than thirty (30) days prior to the date on which grievance was filed.

### 9.51

(3) Rates of pay (other than new or changed jobs), shift differentials, overtime, holidays, jury pay, Sunday premium, allowed time, vacations, and any other matter which is not a continuing nature, shall be the date of the occurrence or nonoccurrence of

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the event upon which the grievance is based, provided such grievance was filed promptly as hereinbefore defined.

### 9.52

b. The effective date for adjustment of grievances involving matters other than those referred to in Section G. 4. a. above, and which are of a continuing nature, shall be no earlier than thirty (30) days prior to the date the grievance was first presented in written form.

### 9.53

5. The compensation of the Arbitrator for his services hereunder and the expenses in connection therewith shall be shared equally by the Company and the Union.

### 9.54

6. If this Agreement is violated by the occurrence of a strike, work stoppage, or interruption of impeding of work, any Arbitrator appointed hereunder shall refuse to consider or decide any cases concerning employees of the plant while such strike, work stoppage, or interruption or impeding of work is in effect.

Section I. - Expedited Arbitration Procedure

### 9.55

Notwithstanding any other provisions of this

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Agreement, the following Expedited Arbitration Procedure is designated to provide prompt and efficient handling of routine grievances.

### 9.56

1. The Expedited Arbitration Procedure shall be implemented with due regard to the following:

### 9.57

a. The representative of the parties at Step 2 of the Grievance Procedure shall appeal the grievance to an Arbitrator under this Expedited Arbitration Procedure by mutual agreement of the parties.

### 9.58

b. The appeal shall be made within fifteen (15) days after the Step 2 meeting.

### 9.59

c. As soon as it is determined that a grievance is to be processed under this procedure, the parties shall notify the Administrative Secretary. The appeal shall include the date, time and place for the hearing. Thereafter, the Rules of Procedure for Expedited Arbitration shall apply.

### 9.60

2. The hearing shall be conducted in accordance with

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the following:

- a. The hearings shall be informal; **9.61**
- b. No briefs shall be filed or transcripts made; **9.62**
- c. There shall be no formal evidence rules. **9.63**
- d. The Union's case shall be presented by a Steward and the Company's case shall be presented by a member of the Industrial Relations Department; but in no event shall any individual who participates for either party be a graduate attorney. Parties may present witnesses in support of their positions. **9.64**
- e. The Arbitrator shall have the obligation of assuring that all necessary facts and considerations are brought before him by the representatives of the parties. In all respects, he shall assure that the hearing is a fair one. **9.65**

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### 9.66

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 parties and it shall be processed thereafter in accordance with the provisions of Section G. - Arbitration, above.

### 9.67

3. The Arbitrator shall issue a decision no later than forty-eight (48) hours after the conclusion of the hearing (excluding Saturdays, Sundays and holidays). His 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 conclusion. These decisions shall not be cited as a precedent in any discussion at any step of the Arbitration Procedure. The authority of the Arbitrator shall be the same as that provided in Section G. of this Article IX.

### 9.68

4. Any grievance appealed to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.

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### Section J. Union Grievance Representation

**9.69**

1. Union Stewards shall be selected by the Union to represent designated plant units. Except as provided below, the total number of Stewards shall not exceed sixty-eight (68).

**9.70**

2. On or before January 1 of 1997, and of each succeeding year thereafter in which an election of Union officers is scheduled to take place, the parties will meet to determine the appropriate number of Stewards to represent employees during the Steward's succeeding term of office. In making this determination, the parties shall use as a guideline a ratio of one (1) Steward for each 145 bargaining unit members. The number of bargaining unit members to be used in this application will be the average number of bargaining unit members during the three (3) calendar years immediately preceding the Union election year. However, for the **2003** Union election the number of Stewards will be **twenty-four (24)**.

**9.71**

3. Insofar as is practicable, Stewards shall be selected by the Union to represent designated plant units and no more than one (1) Steward shall be designated to represent any one (1) plant unit.

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### 9.72

The plant units designated for this purpose will be solely determined by the Union, so long as the ratio referred to in subsection 2. above, is maintained.

### 9.73

4. Commencing in 1982, and thereafter, an Executive Committee shall be selected by the Union membership from among the Stewards in accordance with the bylaws of the Union; provided, however, that so long as bargaining unit work continues to be performed in the geographical areas encompassed in each of the six (6) Union divisions as they are presently constituted (i.e. SW-1, SW-2, SS, SM, WTM, Steubenville Plant), there shall be at least one (1) member of such Executive Committee selected from each such division.

### 9.74

5. In no event will the Executive Committee which takes office subsequent to the Union election in 1997 be comprised of more than nine (9) members in addition to the President of the Union.

## Section K. Activities of Union Representatives

### 9.75

1. Union Stewards may at all times enter the premises of

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their own departments for the adjustment of grievances or other proper Union business. The Stewards from any division may enter each other's premises for such proper Union purposes, provided the visiting Steward is properly identified and is accompanied by a Steward from the division being visited.

### 9.76

2. The Division Officers may at all times enter the premises of their division for proper Union business.

### 9.77

3. Union Stewards in entering the premises of the various divisions must have proper identification, such as Steward's identification card.

### 9.78

4. The President and Office Manager of the Union and the members of the Union's Executive Committee may at all times enter any premises of the Employer for proper Union business.

### 9.79

5. a. Stewards will be afforded time off from scheduled work without loss of time or pay to process grievances under Step 1 of the Grievance Procedure, and to confer with representatives of the Company during working

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hours under Step 2 of the Grievance Procedure, and on other matters of mutual concern, provided that they comply with the provisions of this Section. The Company will attempt to schedule such meetings in a manner so as to minimize the necessity for Stewards to be absent from scheduled work provided, however, that grievance meetings will not be unilaterally scheduled by the Company outside of the normal hours of the day-light turn of the area which the Steward represents. The Company will authorize payment for Steward's lost time only for the duration of the meeting with Management, plus a reasonable time [not to exceed thirty (30) minutes before and after the meeting] for the Steward to get to and from the job. In those instances in which a meeting with Management is concluded less than four (4) hours before the end of the Steward's scheduled turn, the Management representative who conducts the meeting for which the Company Steward has been excused may agree to authorize Company paid lost time for the balance of the Steward's scheduled turn; provided, however, that the Steward returns to the plant area which he represents for the balance of the turn and conducts Union-Company related business consistent with his representative capacity as a Steward.

**9.80**

b. (1) A Union Steward (who is not a member of the

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Executive or Incentive & Rate Committee) shall, if he so request, be paid for one day [a maximum of eight (8) hours per week] in addition to the number of hours per week to which he would otherwise be entitled to work by reason of his seniority, for any week during which he performs any work for the Company. The purpose of this payment is to compensate the Steward for the performance of all business related to Union-Company relations and need not involve meetings with Management as described above. This compensation shall be identified as compensation for a "Steward's Day", and the Steward shall spend such time [up to a maximum of eight (8) hours per week] in such activities as investigation of grievances, maintenance of grievance records, consultation with employees or Union officials, etc., either in the plant, at the Union Hall, or in other locations in which Company-Union business is being transacted; provided, however, that a Steward who elects a Saturday or Sunday as a Steward's Day will be required to spend such hours in the plant.

### 9.81

b. (2) A Steward will be compensated for hours worked on his Steward's Day at an hourly rate equal to his average straight-time hourly earnings on the job for which he is scheduled for the majority of his scheduled hours during the week in question. He will not be expected to

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perform any work on an established job during such period, but will be required to follow established payroll procedures when entering or leaving the plant premises.

### 9.82

b. (3) A Steward must advise the appropriate Management representative of the day selected for his Steward's Day no later than noon Thursday of the week preceding the week in question. In no event may a holiday be designated as a Steward's Day.

### 9.83

b. (4) In the event that the job for which a Steward is scheduled is "cancelled" on any turn on which a Steward is scheduled to work, and there are other employees working on that turn on jobs which the Steward represents, the Steward will be permitted to work on that scheduled turn on any job to which his is entitled by reason of his seniority, provided that his assignment to such job does not deprive another scheduled employee of work. If no such job exists, but there are laborer or other non-standard crew type jobs among the group of jobs represented by the Steward, he will be permitted to work as an "extra" employee on those turns and will receive for all hours worked thereon his average straight-time hourly earnings as calculated for payment of a Steward's Day. In the alternative, and

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notwithstanding the requirement set forth above regarding the election of a Steward's Day, a Steward may change his election under these circumstances to designate a cancelled turn as a Steward's Day. Except as they fall within one (1) of the provisions for payment of lost time for Union business, scheduled hours not worked by a Steward on account of a cancelled turn will not be paid for by the Company.

### 9.84

b. (5) With the exceptions set forth above, hours worked on a Steward's Day will be considered as hours worked for all purposes under the provisions of the several agreements between the parties.

### 9.85

6. a. Union Stewards who are members of the Executive or Incentive and Rate Committees as of January 1, 1979,

will be available during regular business hours for the transaction of Company-Union business for six (6) days per week during weeks in which they are not on vacation or certified as disabled and unable to work; provided, however, that recognized holidays, whether worked or not, will be considered as days worked for purposes of this paragraph. The practices by which pay for lost

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time for such individual committee members is determined as of January 1, 1979, will remain in effect with respect to such individual committee members for so long as they continue to be members of the Executive or Incentive and Rate Committees.

### 9.86

b. With respect to Stewards who become members of the Executive or Incentive and Rate Committees subsequent to January 1, 1979, they will be available during regular business hours for the transaction of Company-Union business for six (6) days per week during weeks in which they are not on vacation or certified as disabled and unable to work. For each full week of availability, they shall be compensated at an hourly rate equal to the average straight-time hourly earnings of the job to which they would have been assigned during that week were it not for their membership on such committee. For any week in which a committeeman is available on some but less than six (6) days, his weekly compensation shall be reduced proportionately at a rate of one and one-half (1 1/2) times his average straight-time hourly rate for the first eight (8) hour of such unavailability and one times his average straight-time hourly rate for unavailable hours in excess of eight (8).

### 9.87

7. Any Steward (including a Steward who is a member

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of the Executive or Incentive and Rate Committees) who enters or leaves the plant premises while on Company paid lost time will be required to "punch" in or out in accordance with established payroll procedures. In addition, the Company and the Union will cooperate in the development and implementation of appropriate control procedures to properly account for Company paid lost time spent by Stewards outside of the plant premises in accordance with the provisions of this Agreement. The Company reserves the right to establish reasonable procedures for auditing compliance of Stewards with the provisions of this Agreement (with which procedures the Union will cooperate) and to discontinue or restrict lost time payments to Stewards who fail to comply therewith.

### Section L. Prohibition Against Strikes and Lockouts

#### **9.88**

1. There shall be no strikes, work stoppages, or interruptions, 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. There shall be no lockouts.

## ARTICLE X

### SAFETY AND HEALTH

#### Section A. Object and Obligations of the Parties

10.1

The Company and the Union will cooperate in the objective of eliminating accidents and health hazards. The Company shall make reasonable provisions for the safety and health of its employees in the plant during the hours of their employment. The Company, the Union, and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters.

10.2

Where devices which emit ionizing radiation are used, the Company will continue to maintain safety standards with respect to such devices not less rigid than those adopted from time to time by the Nuclear Regulatory Commission and will maintain procedures designed to safeguard employees and will instruct them as to safe working procedures involving such devices.

10.3

Where the Company uses toxic materials, it shall inform the affected employees what hazards, if any, are involved and what precautions shall be taken to insure the safety and health of the employees. Upon the

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request of the Union Safety and Health Committee, the Company shall provide, in writing, requested information from material safety data sheets of their equivalent on toxic substances to which employees are exposed in the work place; provided that when the information is considered proprietary, the Company shall so advise the Union, and provide sufficient information for the Union to make further inquiry.

### 10.4

The Company will continue its program of periodic in-plant air sampling and noise-testing under the direction of qualified personnel. Where the Union member of the Divisional Safety and Health Committee [there shall be one (1) such committee for each of the six (6) divisions] alleges a significant on-the-job health hazard due to in-plant air pollution or noise, the Company will make such additional tests and investigations as are necessary and shall notify the appropriate Union member of the Divisional Safety and Health Committee when such a test is to take place. A report based on such additional tests and investigations shall be reviewed and discussed with the Divisional Safety and Health Committee within one (1) month after such tests and investigations are completed. For such surveys conducted at the request of a Union member of the Divisional Safety and Health Committee, a written summary of the sampling and test-

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ing results and the conclusions of the investigation shall be provided to the Safety and Health Committee.

10.5

The Company shall provide adequate First Aid for all employees during their working hours.

10.6

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

Section B. Protective Devices, Wearing Apparel, and Equipment

10.7

Protective devices, wearing apparel, and other equipment necessary to properly protect employees from injury shall be provided by the Company in accordance with practices now prevailing or as such practices may be improved from time to time by the Company. Goggles; gas masks; face shields; respirators; special purpose gloves; fireproof, waterproof, or acid proof protective clothing when necessary and required shall be provided by the Company without cost; except that the Company may assess a fair charge to cover loss or willful destruction thereof by the employee. Where any

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such equipment or clothing is now provided, the present practice concerning charge for loss or willful destruction by the employee shall continue. Proper heating and ventilating systems shall be installed where needed and maintained in good working condition.

### Section C. Disputes

10.8

An employee or group of employees who believe that they are being required to work under conditions which are unsafe or unhealthful beyond the normal hazard inherent in the operation in question shall have the right to: (1) file a grievance in Step 2 of Article IX - Adjustment of Grievances, for preferred handling in such procedure, including arbitration, and/or (2) relief from the job or jobs, without loss to their right to return to such job or jobs, and at Management's discretion, assignment to such other employment as may be available in the plant; provided, however, no employee, other than communicating the facts relating to the safety of the job, shall take any steps to prevent another employee from working on the job. Should either Management or the Arbitrator conclude that an unsafe condition within the meaning of this Article existed and should the employee not have been assigned to other available equal or higher-rated work, he shall be paid for the earnings he otherwise would have received.

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### Section D. Joint Safety and Health Committees

10.9

1. A Divisional Safety and Health Committee consisting of one (1) employee designated by the Union who shall be a Steward in the Division, and one (1) Management member shall be established in each of the six (6) Divisions of the plant. The Union member may designate an alternate to act in his absence who shall also be a Steward in that Division and the Company member may also designate an alternate to act in his absence. The Union and the Company shall certify to each other in writing such members and alternate members of the Joint Divisional Safety and Health Committee. The Committee shall hold monthly meetings. Each member shall submit a proposed agenda to the other member at least five (5) days prior to the monthly meeting. The Company member shall provide the Union member with minutes of the monthly meeting. Prior to such monthly meeting, the members shall engage in an inspection of mutually selected areas of the Division. At the conclusion of the inspection, a written report shall be prepared by the Company, setting forth their findings. One (1) copy of the report shall be furnished to the Union member. Corrections of existing conditions noted in such reports shall be entitled to priority consideration by the Company and the failure of the

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Company to promptly correct any such conditions may be submitted as a dispute under Section C. above.

### 10.10

Time consumed on Committee work by the Committee member designated by the Union or his alternate, shall be considered hours worked to be compensated by the Company. The function of the Committee shall be to advise with Management concerning safety and health, to discuss legitimate safety and health matters, but not to handle complaints or grievances. In the discharge of its function, the Committee shall: consider existing practices and rules relating to safety and health, formulate suggested changes in existing practices and rules, recommend adoption of new practices and rules, review proposed new safety and health programs developed by Management, and review accident statistics including OSHA Form 200, and trends and disabling injuries which have occurred in the Division, and make appropriate recommendations.

### 10.11

2. The Union member or his alternate will be afforded time off with pay as may be required to visit departments within his Division at all reasonable times for the purpose of transacting the legitimate business of the Committee, after notice to the head of the department to

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be visited or his designated representative and, if the Union member is then at work, permission (which shall not be unreasonably withheld) from his own department head or his designated representative. If the Union member or his alternate is not at work, he shall be granted access to the plant at all reasonable times for the purpose of conducting the legitimate business of the Committee after notice to the head of the department to be visited or his designated representative.

10.12

3. When the Company introduces new personal protective apparel or extends the use of protective apparel to new areas or issues new rules relating to the use of protective apparel, the matter will be discussed with the members of the appropriate Divisional Safety and Health Committee in advance, with the objective of increasing cooperation. Should differences result from such discussions, a grievance may be filed in Step 2 by the Chairman of the Divisional Grievance Committee within thirty (30) days thereafter. In the event that the grievance progresses through the procedure to arbitration, the Arbitrator shall determine whether such rule or equipment is appropriate to achieve the objective set forth in Section A.

10.13

4. Advice of the Safety and Health Committee, together

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with supporting suggestions, recommendations, and reasons, shall be submitted to the Company Area Manager, or his designated representative, for his consideration and for such action as he may consider consistent with the Company's responsibility to provide for the safety and health of its employees during the hours of their employment and the mutual objective set forth in Section A.

10.14

5. In the event the Company requires an employee to testify at the formal investigation into the causes of a disabling injury, the employee may arrange to have his Union member of the Divisional Safety and Health Committee or his alternate, designated to act in his absence, present as an observer at the proceedings for the period of time required to take the employee's testimony. The Union member will be furnished with a copy of such record as is made of the employee's testimony. In addition, in the case of accidents which resulted in disabling injury, or death, or accidents which could have resulted in disabling injury or death and require a fact-finding investigation, the Company will, as soon as is practicable after such accident, notify the Union member of the Divisional Safety and health Committee, or the alternate for the Union member of such Committee designated by the Union Co-Chairman

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to act in his absence who shall have the right to visit the scene of the accident promptly upon such notification, if he so desires, accompanied by the Company member or his designated representative. After making its investigation, the Company will supply to the Union member a statement of the nature of the injury, the circumstances of the accident, and any recommendations available at that time, and will consider any recommendations he may wish to make regarding the report. In such cases, when requested by the Union member, the Company member of the Divisional Safety and Health Committee or his designated representative, will review the statement with the Union member. Also, in such cases the Company member of the Divisional Safety and Health Committee or his designated representative, when requested by the Union member, will visit the scene of the accident with the Union member or, in his absence, his designated substitute.

10.15

6. The Company will promptly advise the Office Manager of the Union of any accident resulting in a fatality to a Union member. This notification may be either oral or written and shall include the date of the fatality, department of the Union member, and if known, the cause of the fatality. When it becomes available, the company will provide to the Union Office Manager a

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copy of the accident report that is given to the Union Divisional Safety Committeeman.

10.16

7. Each year, the Company will provide to the Office Manager of the Union a copy of the OSHA Form 200 Summary of Occupational Injuries and Illnesses.

10.17

8. The Union and the Company shall each designate three (3) representatives to a Joint Plant-Wide Committee on Safety and Health [the three (3) Union members shall be members of the Union Executive Committee] which shall meet at least annually to review the operation of this Article with a view to achieving maximum understanding as to how the Company and the Union can most effectively cooperate in achieving the objective set forth in Section A.

10.18

9. It is intended that, consistent with the foregoing functions of the Safety and Health Committees, the Union and its officers, employees, and agents shall not be liable for any work-connected injuries, disabilities, or diseases which may be incurred by employees.

Section E. Disciplinary Records

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10.19

Written records of disciplinary action against the employee involved for the violation of a safety rule, but not involving a penalty of time off will not be used by the Company in any arbitration proceeding where such action occurred one or more years prior to the date of the event which is the subject of such arbitration.

10.20

When an employee has completed thirty-six (36) consecutive months of work without discipline involving a penalty of time off for violation of a safety rule, prior disciplinary penalties for such offenses not exceeding four (4) days' suspension shall not be used for further disciplinary action.

10.21

When a written safety observation report is made involving a violation of a safety procedure or rule by an employee which does not involve discipline, a copy of that report will be given to the employee.

### Section F. Alcoholism and Drug Abuse

10.22

Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recog-

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nized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism and drug abuse to undergo a coordinated program directed to the objective of their rehabilitation.

### Section G. Safety and Health Training

10.23

The Company recognizes the special need to provide appropriate safety and health training to all employees.

10.24

Training programs shall recognize that there are different needs for safety and health training for newly hired employees, employees who are transferred or assigned to a new job, and employees who require periodic retraining.

#### I. Training of Newly Hired Employees

10.25

Newly hired employees shall receive training in the general recognition of safety and health hazards, their statutory and basic labor contract rights and obligations, and the purpose and function of the Company's Safety and Medical Departments and the Joint Safety and Health Committee. In addition, upon initial assignment

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to a job, they shall receive training on the nature of the operation or process, the safety and health hazards of the job, the safe working procedures, the purpose, use and limitations of personal protective equipment required, and other controls or precautions associated with the job.

10.26

The Union Safety and Health Committee shall, upon request, be afforded the opportunity to review the training program for newly hired employees.

### 2. Training of Other Employees

10.27

The training of employees other than those newly hired by the Company shall be directed to the hazards of the job or jobs on which they are required to work. Such training shall include hazard recognition, safe working procedures, purpose, use and limitations of special personal protective equipment required and any other appropriate specialized instruction.

### 3. Retraining

10.28

As required by the employee's job and assignment area, periodic retraining shall be given on safe working procedures, hazard recognition, and other necessary proce-

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dures and precautions.

### Section H. Medical Records

10.29

The Company shall maintain the confidentiality of reports of medical examinations of its employees and shall only furnish such reports to a physician designated by the employee upon the written authorization of the employee; provided that the Company may use or supply medical examination reports of its employees in response to subpoenas, requests to the Company by any governmental agency authorized by law to obtain such reports, and in arbitration and litigation of any claim or action involving the Company. Whenever the Company physician detects a medical condition which, in his judgment, requires further medical attention, the Company physician shall advise the employee of such condition or to consult with his personal physician.

## ARTICLE XI

### UNION SECURITY AND CHECK-OFF

#### Section A. Agency Shop

11.1

Each employee covered by this Agreement who fails voluntarily, to acquire or maintain membership in the Union shall be required as a condition of employment,

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beginning on the thirtieth day following the beginning of such employment, to pay to the Union a service charge as a contribution toward the administration of this Agreement and the representation of such employees. The service charge shall be in the same amount and payable at the same time as the Union's regular dues, exclusive of initiation fees. The provisions of Article XI shall be applicable to this service charge.

### Section B. Check-Off

11.2

The Company agrees to deduct from wages of employees membership dues in the Union or service charges required under Section A. of this Article provided the Company receives from each employee on whose account such deductions are to be made an individually signed check-off authorization card. Such check-off authorization cards may be irrevocable during the balance of the term of this Agreement or for one year after the date on the card, whichever occurs sooner, and shall be irrevocable for successive periods of one year or successive terms of collective agreement between the Company and the Union, provided they are not revoked within the specified periods set forth in the authorization card. The Company and the Union have agreed upon a form of check-off authorization card which is attached hereto as Exhibit A., and which, by reference,

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is made a part of this Agreement. Such deductions shall be made from wages payable on the first two (2) pays each month following the date such membership dues and/or service charges become payable and the Company shall promptly remit the same to the Office Manager of the Union. In cases of earnings insufficient to cover deductions as above, the monies shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month, provided, however, that the accumulation of monies shall be limited to two (2) months. The Office Manager of the Union shall be provided with a list of those employees for whom a double deduction has been made.

### 11.3

The Company, at the beginning of each week, shall furnish the Union with a list of the names and addresses of new employees hired during the preceding week, together with their badge numbers and departments.

## ARTICLE XII MANAGEMENT RIGHTS

### 12.1

The Union agrees not to interfere with the Company in the exercise of its right to manage, direct its working forces, hire, promote, demote, transfer and to suspend or discharge employees for proper cause, provided that the exer-

## ARTICLE XIII

cise of such rights shall not be in violation of the Agreement.

### FUNERAL LEAVE

13.1

When death occurs in an employee's immediate family (i.e., legal spouse and children, including adopted and step children) an employee, upon request, will be excused for up to five (5) consecutive days starting with the day of death (or for such fewer days as the employee may be absent).

When death occurs in an employee's extended family (i.e., parents\*, brothers\*, sisters\*, grandparents, grandchildren, parents-in-law, sons- and daughters-in-law, brothers and sisters-in-law, spouse's grandparents, and any other relative who resides in the same house as the employee) an employee, upon request, will be excused for up to three (3) scheduled days which may include the day of death and the day following the funeral/cremation (or for such fewer days as the employee may be absent).

When the "day following the funeral/cremation" falls on a Sunday or a holiday, the next day following such Sunday or holiday may be included in the period of excused absence for which reimbursement for lost wages is herein provided, except that the maximum amount of such reimbursement (three (3) and/or five (5)

## ARTICLE XIII

days' wages) shall not thereby be increased and the employee may work such Sunday or holiday, if scheduled. The employee shall receive pay for any such excused scheduled shift provided it is established that he attended the funeral/cremation. Where attendance at the funeral/cremation is impossible or practically impossible due to distance and/or expense, an employee upon request made within seven (7) days of the date of death may be excused from no more than one (1) scheduled shift as a day of mourning and shall be reimbursed for wages thereby lost; provided, however, that where circumstances warrant the seven-day time limit in which to apply for the day-of-mourning benefit shall be waived.

\*need not be a blood relationship

Payment for each such excused absence from a scheduled shift shall be eight (8) times his average straight-time hourly rate of earnings (including applicable incentive earnings, but excluding shift differentials and Sunday and overtime premiums) during the last payroll period worked prior to such excused absence. An employee will not receive funeral or day of mourning pay when it duplicates pay received for time not worked for any other reason. Time thus paid for as funeral pay or day mourning pay will not be counted as hours

## ARTICLE XIII

worked for purposes of determining overtime or premium pay liability. An employee may request an early pay (i.e. "Drag") against funeral pay and such pay will not be charged as an early pay.

## ARTICLE XIV

### SEVERANCE PAY

#### Section A. Conditions of Allowance

14.1

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

#### Section B. Eligibility

14.2

Such an employee to be eligible for a severance allowance shall have accumulated three (3) or more

## ARTICLE XIV

years of continuous Company Seniority as computed in accordance with Article VIII - Seniority, of this Agreement.

### 14.3

1. In lieu of severance allowance, the Company may offer an eligible employee a job, for which he is qualified, in another department. The employee shall have the option of either accepting such a new employment or requesting his severance allowance. If an employee accepts such other employment in another department, he shall forfeit his rights to severance pay except that if his employment in such other department is terminated (for any reason except discharge for proper cause) before he has earned the full amount of his severance pay, he shall be entitled, upon such termination, to receive the excess of his severance pay over the earnings which he has received in the department to which he was transferred. Furthermore, if an employee accepts such other employment, the status of his Department Seniority shall be the same as if he were transferred to such new department in lieu of layoff.

### 14.4

2. An employee otherwise eligible for severance allowance who is entitled under Article VIII - Seniority, to a job in at least the same job class in his same depart-

## ARTICLE XIV

ment shall not be entitled to severance allowance whether he accepts or rejects the job. An employee otherwise eligible for severance allowance who is entitled under Article VIII - Seniority, to a job in at least the same job class in the same department, but rejects such job class for any reason and requests a job of lower job class shall be granted such request. However, the granting of such request shall not at any later date establish eligibility for severance pay unless the Company, in its sole judgement, further decides to close permanently the remainder of the department or a substantial portion thereof. If such job assignment within the department results directly in the permanent displacement of some other employee, the latter shall be eligible for severance allowance provided he otherwise qualifies under the terms of this Article.

### Section C. Scale of Allowance

14.5

An eligible individual shall receive severance allowance based upon the following weeks for the corresponding continuous Company Seniority as of the date of termination:

## ARTICLE XIV

	Weeks of Severance Allowance
Continuous Company Service	
3 years but less than 4 years	3
4 years but less than 5 years	4
5 years but less than 6 years	5
6 years but less than 7 years	6
7 years but less than 8 years	7
8 years but less than 9 years	8
9 years but less than 10 year	9
10 years or more	10

### Section D. Calculation of Allowance

14.6

Each week of severance allowance shall be determined on the basis of a forty-hour week. The hourly rate to be used in calculating total severance pay shall be the average earnings per hour paid for during the first two (2) of the four (4) full pay periods immediately preceding the Company's permanent closing of a department or substantial portion thereof.

### Section E. Payment of Allowance

14.7

Payment shall be made in a lump sum at the time of termination. Acceptance of severance allowance shall ter-

## ARTICLE XIV

minate employment and continuous service for all purposes under this Agreement.

### Section F. Non-duplication of Allowance

14.8

Severance allowance shall not be duplicated for the same severance, whether the other obligation arises by reason of contract, law or otherwise. If an individual is or shall become entitled to any discharge, liquidation, severance, or dismissal allowance, or payment of similar kind by reason of any law of the United States of America or of 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 Article, or any payment made by the Company under this Article, may be offset against such payments. Statutory unemployment compensation payments shall be excluded from the non-duplication provisions of this Article.

### Section G. Election Concerning Layoff Status

14.9

Notwithstanding any other provision of this Agreement, an employee who would have otherwise been terminated in accordance with the applicable provisions of this Agreement and under the circumstances specified in

## ARTICLE XIV

Section A. of this Article, thereupon may, at such time, elect to be placed upon layoff status for thirty (30) days or to continue on layoff status for an additional thirty (30) days if he had already been on layoff status. At the end of such thirty-day period, he may elect to continue on layoff status or to be terminated and receive severance allowance if he is eligible to any such allowance under the provisions of this Article XIII, provided, however, that any Supplemental Unemployment Benefit payment received by him for any period after the beginning of such thirty-day period shall be deducted from any such severance allowance to which he would have been otherwise eligible at the beginning of such thirty-day period.

## ARTICLE XV

### POSTING OF UNION NOTICES

15.1  
The Company will provide the board space and suitable places mutually agreed upon to be used solely by the Union for posting notices which are not offensive or unlawful.

## ARTICLE XVI

### SUPPLEMENTAL UNEMPLOYMENT BENEFITS PROGRAM

#### Section A. Description of Plan

16.1

The Supplemental Unemployment Benefit Plan effective for benefit weeks ending on or after January 11, 1984, (the Plan) is contained in a booklet entitled "Supplemental Unemployment Benefit Plan", a copy of which will be provided each employee. Such booklet constitutes a part of this Article as though incorporated herein.

#### Section B. Coverage

16.2

1. The Plan shall, for the period specified in the termination provisions of this Agreement, be applicable to the employees.

16.3

2. There shall be one (1) trust fund under the Plan applicable to all employees covered by the Plan, and any determinations under the Plan will be based on the experience with respect to everyone covered thereby.

#### Section C. Reports to the Union

16.4

The Company will provide the Union with information

## ARTICLE XVI

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

## ARTICLE XVII

### SUPPLEMENTAL UNEMPLOYMENT BENEFITS AND INSURANCE GRIEVANCES

17.1

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

#### Section A. Grievance Procedure

17.2

If any difference shall arise between the Company and any employee as to the benefits payable to him pursuant to the SUB, or the Program of Insurance Benefits because his claim was denied in whole or in part; or between the Company and the Union as to the interpretation or application of, or compliance with the provisions of the SUB, and such difference is not resolved by

## ARTICLE XVII

discussion with a representative of the Company, it shall, if presented in writing under the following provisions, become a SUB grievance or an Insurance grievance (in either case hereinafter referred to as grievance) and it shall be disposed of in the manner described below:

### 17.3

1. A grievance must, in order to be considered, be presented in writing within thirty (30) days after the action giving rise to such difference on a form to be furnished by the Company which shall be dated and signed by the employee involved and the representative designated by the Union to handle such grievances and presented to a representative of the Company designated to receive and handle such grievances. The grievance shall be discussed by such representatives within ten (10) days after it has been presented to the representative of the Company. The representative of the Company shall note in the appropriate place on the form his disposition of the grievance, his reasons therefor and the date thereof and shall return two (2) copies of the form to the representative of the union with ten (10) days after the date on which it was last discussed by them unless he and the representative of the Union agree otherwise. Minutes of any discussion between the Union and the Company shall be prepared and signed by the representative of the

## ARTICLE XVII

Company within ten (10) days after the discussion is held and shall be signed by the representative of the Union. If the representative of the Union shall disagree with the accuracy of the minutes as prepared by the Company, he shall set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. Unless the grievance is appealed as set forth below within ten (10) days after the date of delivery of the minutes to the representative of the Union, it shall be deemed to have been settled and no appeal therefrom shall thereafter be taken. Notwithstanding the first sentence of this paragraph, (1) a grievance relating to Short Week Benefits under the SUB must be presented within thirty (30) days after the date of the Short Week Benefit draft if the dispute relates to the amount of the benefit or within sixty (60) days from the end of the week in question if the dispute relates to eligibility for the benefit, and (2) a grievance relating to the Program of Insurance Benefits must be presented within thirty (30) days after the earliest date on which the grievant knew or reasonably should have known of the action on which it is based.

17.4

2. If the procedures described in Paragraph 1. above has been followed with respect to a grievance and it has not been settled, it may be appealed by the Secretary of the

## ARTICLE XVII

respective Divisions of the Union to arbitration by written notice served simultaneously on the Arbitrator and the representative of the Company described in Paragraph 1. above, within twenty (20) days after the date of delivery of the minutes to the representative of the Union.

### 17.5

3. The decision of the Arbitrator on any grievance which has properly been referred to him shall be final and binding upon the Company, the Union, and all employees involved in the grievance to the extent it is consistent with applicable laws.

### 17.6

4. The SUB grievance provisions above refer to differences between the Company and the Union. Should such a difference arise, as to which resolution by processing of a SUB grievance is not appropriate, the applicable portions of such grievance provisions shall govern the procedure to be followed.

## ARTICLE XVIII

18.1

The Company is responsible for processing any grievance filed after April 30, 1983, which is based on the occurrence or nonoccurrence of an event which arose under the 1980 Collective Bargaining Agreement between Weirton Steel Division of National Steel Corporation and the Independent Steelworkers Union; if such occurrence was subsequent to April 30, 1983.

## ARTICLE XIX

### CONTRACTING OUT

19.1

A. It is the Company's intention to use its employees when reasonable and practicable for work on the properties involved at the plants covered by this Agreement. The parties have existing rights and obligations with respect to various types of contracting out. In addition, the following supplements protection for bargaining unit employees or affirms existing Management rights, whichever the case may be, as to those types of contracting out specified below:

## ARTICLE XIX

19.2

1.a. Production, service, and day-to-day maintenance and repair work within a plant as to which the practice has been to have such work performed by employees in the bargaining unit shall not be contracted out for performance within the plant, unless otherwise mutually agreed pursuant to Paragraph 4.a. below.

19.3

b. If production, service, and day-to-day maintenance and repair work have, in the past, been performed within a plant under some circumstances by employees within a bargaining unit and under some circumstances by employees of contractors, or both, such contracting out shall be permissible under circumstances similar to those under which contracting out has been a practice, unless otherwise mutually agreed pursuant to Paragraph 4.a. below.

19.4

c. Production, service and day-to-day maintenance and repair work within a plant as to which the practice has been to have such work performed by employees of contractors may continue to be contracted out, unless otherwise mutually agreed pursuant to Paragraph 4.a. below. However, in the event reduced operations are anticipated in the seniority unit to which the work

## ARTICLE XIX

would most appropriately be assigned, Management shall, prior to contracting out the work, give consideration to the assignment of such work to the employees within said unit providing such work will not involve substantial overtime for such employees or alter schedules for the completion of other jobs.

19.5

2. Maintenance and repair work performed within the plant, other than that described in Paragraph 1. above, and installation, replacement and reconstruction of equipment and production facilities, other than that described in Paragraph 3. below, may not be contracted out for performance within the plant unless contracting out under the circumstances existing as of the time the decision to contract out was made can be demonstrated by the Company to have been the more reasonable course than doing the work with bargaining unit employees, taking into consideration the significant factors which are relevant. Whether the decision was made at the particular time to avoid the obligations of this paragraph may be a relevant factor for consideration.

19.6

3. New construction including major installation, major replacement, and major reconstruction of equipment and production facilities at any plant may be contracted

## ARTICLE XIX

out, subject to any rights and obligations of the parties which are applicable.

19.7

4.a. A regularly constituted committee consisting of not more than four (4) persons [(except that the committee may be enlarged to six (6) persons by local agreement)], half of whom shall be members of the bargaining unit and designated by the Union in writing to Management and the other half designated in writing to the Union by Management, shall attempt to resolve problems in connection with the operation, application, and administration of the foregoing provisions.

19.8

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

19.9

c. Such committee shall meet at least one (1) time each month.

19.10

5. Before the Company finally decides to contract out significant items of work which come within the scope

## ARTICLE XIX

of the clause and which is work to be performed within the plant, the Union committee members will be notified. Such notice will be given in advance of the final decision to contract out the work except where emergency requirements prevent such timely notice. Such notice shall be in writing and shall be sufficient to advise the Union members of the committee of the location, type, scope, duration, and timetable of the work to be performed so that the Union members of the committee can adequately form an opinion as to the reasons for such contracting out. Such notices shall generally contain the information specified in the check list set forth in Appendix II-2. Either the Union members of the committee or the Company members of the committee may convene a prompt meeting of the committee. Should the Union committee members believe discussion to be necessary, they shall so request the Company members in writing within five (5) days (excluding Saturdays, Sundays and holidays) after receipt of such notice and such a meeting shall be held within three (3) days (excluding Saturdays, Sundays, and holidays) thereafter. The Union members of the committee may include in the meeting the Union representative from the area in which the problem arises. At such meeting, the parties should review in detail the plans for the work to be performed and the reasons for contracting out such work. The Management members

## ARTICLE XIX

of the committee shall give full consideration to any comments or suggestions by the Union members of the committee and to any alternate plans proposed by Union members for the performance of the work by bargaining unit personnel. Should the committee resolve the matter, such resolution shall be final and binding, but only as to that matter under consideration and shall not affect future determination under Article XX-A. Except in emergency situations such discussions, if requested, shall take place before any final decision is made as to whether or not such work will be contracted out. Should a discussion be held and the matter not resolved or in the event a discussion is not held, then within thirty (30) days from the date of the Company's notice a complaint relating to such matter may be filed under the Complaint and Grievance Procedure. Should the Company committee members fail to give notice as provided above, then not later than thirty (30) days from the date of the commencement of the work a complaint relating to such matter may be filed under the Complaint and Grievance Procedure.

19.11

6. It is the intent of the parties that the members of the Joint Contracting Out Committee shall engage in discussions of the problem involved in the field in a good-faith effort to arrive at a mutual understanding so that

## ARTICLE XIX

disputes and grievances can be avoided. If either the Company or Union members of the committee feel that this is not being done, they may appeal to the President of the Union and the appropriate representative of the Company for review of the complaint about the failure of the committee to properly function. Such appeal shall result in a prompt investigation by the Union President and the Company representative designated for such review. This provision should in no way affect the rights of the parties in connection with the processing of any grievance relating to the subject of contracting out.

19.12

7. Without affecting existing rights and obligations of the parties with respect to contracting out as set forth in the foregoing paragraphs, the Company will notify the Union committee members of significant items of maintenance or repair work to be performed outside the plant on equipment owned by the Company at that plant; provided, however, that there shall be no requirement to notify of the purchase of goods, materials, and equipment.

19.13

8. Without affecting existing rights and obligations of the parties with respect to contracting out as set forth in

## ARTICLE XIX

the paragraphs immediately above, the Company will allow bargaining unit employees, through their Union representatives, to bid on work within a plant as to which the practice has been to have such work performed by employees of contractors. Such bidding procedure shall be conducted and evaluated in accordance with "Guidelines for Evaluating Special Projects/Crews" set forth in Appendix II-2.

## ARTICLE XX AMENDMENTS AND MODIFICATIONS

20.1

This agreement may be amended or modified by mutual agreement of both parties but such amendment or modification shall be effective only when reduced to writing and signed by both parties.

## ARTICLE XXI LOCAL WORKING CONDITIONS

21.1

The term "local working condition" as used herein shall mean any practice, custom, or understanding between the parties which is in existence on the effective date of this contract which would have been contractually binding under the terms and conditions of the labor agree-

## ARTICLE XXI

ment between Weirton Steel Division of National Steel Corporation and the Independent Steelworkers Union in effect prior to August 1, 1977.

### 21.2

The term "local working condition" shall also mean specific agreements reduced to writing after the effective date of the Agreement as hereinafter provided which reflect the detailed application of the subject matter of this Agreement within the scope of wages, hours of work, and other conditions of employment.

### 21.3

The following set forth general principles with respect to local working conditions for the guidance of the parties hereto and the Arbitrator:

### 21.4

1. It is recognized that an employee does not have the right to have a local working condition established or to have an existing local working condition changed or eliminated except as hereinafter provided.

### 21.5

2. No local working condition adopted subsequent to the effective date of this Agreement shall become effective until it is reduced to writing and signed by three (3)

## ARTICLE XXI

Divisional Officers and the Steward involved for the Union and the Director of Industrial Relations for the Company.

21.6

3. A local working condition may be changed or terminated at any time by mutual agreement reduced to writing and signed by the parties specified in Paragraph 2. above. Those Memorandum of Understanding entered into prior to August 1, 1977, which were subject to unilateral termination by either party shall, on the effective date of this Agreement, only be terminated in accordance with the provisions of this Article.

21.7

4. Should there be any local working conditions in effect which provide benefits that are in excess of or in addition to the benefits established by this Agreement, they shall remain in effect for the term of this Agreement, except as they are changed or eliminated under the term of this Article.

21.8

5. The Company shall have the right to change or eliminate any local working conditions if, as the result of action taken by Management under Article XII - Management Rights, the basis for the existence of the

## ARTICLE XXI

local working condition is changed or eliminated, thereby making it unnecessary to continue such local working condition; provided, however, that when such a change or elimination is made by the Company, the Union shall have recourse to the Grievance Procedure and arbitration, if necessary, to have the Company justify its action.

## ARTICLE XXII

### OBLIGATION TO REOPEN THE AGREEMENT TO DISCUSS THE CORPORATE FINANCIAL POSITION

#### 22.1

If the President of Weirton Steel Corporation, with the approval of the Board of Directors, concludes during the term of this Agreement that the economic viability of the Company is threatened, including the ability of the Company to make the necessary capital expenditures, whether due to market conditions or the Company's failure to meet its financial targets, or because employees represented by the USWA agree to extend the existing concessions or agree to grant concessions other than those contained in the master Agreement, dated February 28, 1983, then the parties are obligated to meet and to bargain.

## ARTICLE XXII

### 22.2

The purpose and the intent of the negotiations shall be to resolve any threat to the Company's continued viability, preferably by cost-saving measures other than wage reductions, but if necessary, further wage reductions. If the basis of the obligation to meet and to bargain is poor financial performance, then the goal of the bargaining will be to cut costs sufficiently for the Company to survive and to be sufficiently profitable to make the necessary capital expenditures. If the basis is a USWA concession, then the goal shall be to take equivalent concessions, if proven necessary.

### 22.3

The parties will attempt to reach agreement within sixty (60) days.

### 22.4

This Article does not create a basis for arbitration or to impose on the ISU any concessions to which it does not agree in accordance with its constitution and by-laws governing contract ratification. The parties are obligated, however, to bargain speedily and in good faith to achieve the objectives set forth in this Article. The Company shall not have the right to institute its position unilaterally. Failure to agree shall not be construed as a

## ARTICLE XXII

breach of the safety net conditions with National Steel Corporation as recited in the Weirton Retirement Program 056.

### 22.5

If the President of the Company with the approval of the Board exercises its rights to reopen under this Article, the Company shall have the obligation to demonstrate to the Union the actions taken outside this Agreement to correct such financial difficulties. The Union's bargaining representatives shall have reasonable access to examine the books and records of the corporation in analyzing the Company's position in the negotiations including the retention of an independent accounting firm to assist the bargaining representatives.

### 22.6

Further, if the Agreement is reopened during the term in accordance with this Article, the Union shall have the right to raise non-economic issues in the bargaining, but shall not have the right to strike or compel the Company to arbitrate unresolved issues.

### 22.7

**The parties agree, effective June 8, 2001, that the economic viability and financial condition of the Company has been threatened by the import crisis to**

## APPENDIX I

**the extent that the parties obligations herein to meet and bargain to resolve any threat to the Company's continued viability are activated. Consequently, the parties will immediately commence to bargain speedily and in good faith to achieve the objectives set forth in this Article. Should the parties reach an agreement that requires modifications of the basic Agreement and other supplemental Agreements, the Union will seek timely membership ratification of the same notwithstanding the term of the 2001 basic Agreement.**

### ARTICLE XXIII

#### 70/80 EARLY RETIREMENT OPPORTUNITIES THROUGH ATTRITION

23.1

An important goal of the Weirton Steel Corporation is the maintenance and creation of necessary jobs for its employees. Tied with the employment goal is the ultimate goal of creating and maintaining a competitive, successful ESOP company for this generation of workers and generations of workers to come in the future. In order to achieve these goals, the parties understand that they must be ever-vigilant in seeking greater efficiencies as a means of controlling and reducing costs and

## ARTICLE XXIII

generating viable profit levels.

23.2

The parties agree that one means of generating cost savings and realizing greater efficiencies is through the elimination of jobs. When in fact a job elimination does generate cost savings and the Union agrees to that job elimination, the Company will share these savings with bargaining unit employees in the form of special 70/80 retirements.

23.3

In an effort to implement the above goals and to meet the needs and desires of our long-service employees, the parties agree that when a job is eliminated, special consideration, as follows at paragraphs 23.4 through 23.7, will be offered. For purposes of this Article, a job elimination is the permanent elimination of a recognized job in a sequence or the permanent reduction of the number of employees regularly scheduled and currently working on a recognized job in a sequence when in either case a permanent incumbent or an employee regularly scheduled and currently working the job would be displaced.

23.4

The Company, in writing, will propose a permanent job

## ARTICLE XXIII

elimination to the Union. Included in the proposal will be all information on which the Company relies.

23.5

The Union will have thirty (30) days to agree to the proposed permanent job elimination.

23.6

If the Union agrees to the permanent job elimination, the Company will offer 70/80 retirements in accordance with 2.6(d) of the Pension Agreement. The number of offered 70/80 retirements will equal the number of incumbents currently working or employees regularly scheduled and currently working the affected job who would be permanently displaced as a result of the job elimination.

23.7

There is no obligation of the Company to offer a "70/80" retirement where a job vacancy is caused by retirement, quit, permanent bid or permanent transfer and the Company chooses not to fill the vacancy or chooses to permanently eliminate the job.

23.8

There is no obligation of the Company to offer a second "70/80" where the initial "70/80" required to be offered

## ARTICLE XXIII

under Article XXIII is accepted by an employee who is not an incumbent in the sequence (or subdepartment where no sequence is recognized) in which the original job elimination occurred and the Company chooses not to fill the resulting vacancy or chooses to permanently eliminate the job.

### 23.9

Any and all contentions as to outstanding but unsatisfied obligations of the Company existing prior to the 1996 amendments to Article XXIII are agreed to be resolved and fully satisfied by providing the opportunity to elect to retire under the early retirement window provisions agreed to during the 1996 labor negotiations.

### 23.10

Retirements under the 1996 early retirement window provision will not cause, require or obligate the Company to offer "70/80" retirements under Article XXIII.

### 23.11

Appropriate candidates for the above 70/80 retirements will be chosen by agreement of the Company and Union in accordance with the particular circumstances of that permanent job elimination, but in all cases Company Seniority will control. If there are eligible candidates

## ARTICLE XXIII

on the job or within the sequence, the initial offer of 70/80 retirements will be made to them. They must accept the offer of 70/80 retirement not later than fourteen (14) days after they receive all relevant information from the Pension Department. If an employee accepts the offer within the above-stated period, said 70/80 retirement shall be effective at the end of the month in which the offer is accepted; provided, however, that retirements shall be scheduled so as to facilitate the break-in training necessary to effect an orderly transition in the efficiency of operations. Where the presence of an incumbent or a regularly scheduled employee of the job is integral to the requisite break-in training, Management shall retain the right to hold said employee on the job for a reasonable period of time. If there are no currently eligible candidates on the job or within the sequence, the 70/80 retirements shall be held in reserve for six months for those employees who will achieve eligibility within that period of time. Upon achieving eligibility, such an employee will be offered the 70/80 retirement and must accept the offer of 70/80 retirement within fourteen (14) days of the offers being extended to him. Further, such employee will agree to effectuate said retirement within thirty (30) days of acceptance of the offer, except in cases where an employee is held for break-in training purposes as provided above. If there are no eligible candidates under

## ARTICLE XXIII

the above criteria, the 70/80 retirements shall then be offered to eligible candidates within the department ("department" being defined in marginal paragraph 8.6 of the Agreement), division, or company, as the parties mutually agree, pursuant to the procedures outlined above.

23.12

If the Company and Union cannot reach agreement within the thirty-day period set forth above, the parties will revert to their rights under this Agreement (e.g., Article VIII, Article IX, Article XII, and Article XXII).

## ARTICLE XXIV

### JOINT LABOR MANAGEMENT COUNCIL

24.1

The parties agree that the knowledge learned by each other during the process of studying the feasibility of an ESOP company has proven invaluable.

24.2

The elected leaders of the Union learned much about elements of running a business, such as, capital planning, product development, employment costs, marketing, and finance.

## ARTICLE XXIV

24.3

Executive Management learned much about the concerns and needs of Union-represented employees.

24.4

It is clear to the parties that there must be a continuation of the above exchange of ideas and information. In fact, the parties understand and are committed to establishing like communications systems for all employees (see Article XXV).

24.5

As a step toward establishing and maintaining this needed communication system, the Joint Labor Management Council is established under the following guidelines:

24.6

1. Co-Chairmen of the Joint Labor Management council will be the President of the I.S.U. and the Chief Executive Officer of Weirton Steel Corporation.

24.7

2. Management representatives on the Council will be the Chief Executive Officer, the Director of Industrial Relations, and the Vice President of Operations.

## ARTICLE XXIV

24.8

3. Union representatives on the Council will be the President of the I.S.U., the Chairmen of the Divisional Committees, and the President of the I.G.U.

24.9

4. Other members of Labor or Management will be invited to participate by agreement of the Co-Chairmen.

24.10

5. Meetings of the Council will be held once per month or more frequently as requested by the Chief Executive Officer or the President of either Union.

24.11

6. Meetings of the Council will be scheduled in a manner that assures the ability of the Chief Executive Officer and the Presidents of the Union to attend.

## ARTICLE XXV

### SYSTEM TO CREATE EMPLOYEE MEETINGS

25.1

It is clear to the parties that to have a successful ESOP company, a spirit of cooperation and desire to solve problems must exist in all employees. The parties

## ARTICLE XXV

believe that one way to facilitate the creation of this necessary attitude is to establish a system of meetings to allow interested employees to exchange information and ideas. Therefore, the following system to create such meetings is agreed to.

### 25.2

The various committees of the I.S.U. will meet with appropriate Management to establish local groupings of employees.

### 25.3

Once the groupings of employees are agreed to, all employees within each group will vote to establish a weekly meeting time which is most convenient to the majority.

### 25.4

Participation in the weekly meetings will be voluntary and without pay for any participants.

### 25.5

Subjects to be discussed in the meetings are any topics which participants want to discuss and which are related to the work place. Subjects to be discussed in the initial meetings are group leaders, organization of the group, goals of the group, and rules of the group.

## ARTICLE XXV

However, these meetings shall not serve as a substitute for the contractual Grievance Procedures.

25.6

On at least a monthly basis appropriate members of Management will be available to discuss matters which the group determines are of particular interest. For example, if the group wants an update of the sales situation, an appropriate member of the Sales Department will attend give such information.

25.7

The parties understand that the establishment of the above Participation Groups is only a small step toward our goal of all employees working together to create and maintain a strong, successful ESOP company. Progress of the Participation Groups will be closely monitored by the Union and Company and appropriate changes and improvements (based on information from participants) will be made through the Joint Labor Management Council (Article XXIV).

## ARTICLE XXVI

### SUCCESSORSHIP

The Company agrees that it will not sell, convey, assign or otherwise transfer the plant or significant part thereof covered by this Agreement between the Company and the Union to any other party (Buyer) who intends to continue to operate the business as the Company had, unless the following conditions have been satisfied prior to the closing date of the sale:

- (a) The Company has declared the plant or significant part thereof to be sold permanently shutdown more than three months prior to the sale; or
- (b) The Buyer shall have recognized the Union as the bargaining representative for employees and shall have entered into an Agreement with the Union establishing the terms and conditions of employment to be effective as of the closing date; or
- (c) The Buyer shall have notified the Union that it has assumed all collective bargaining agreements between the Company and Union, including the basic labor agreement, the Pension Agreement, and the Insurance Agreement, applicable to ISU - represented employees at the plant to be sold.

## ARTICLE XXVI

This provision is not intended to apply to any transactions solely between the Company and any of its subsidiaries or affiliates; nor is it intended to apply to transactions involving the sale of stock. If requested by the Company, the Union will enter into negotiations with the Company on the subject of releasing and discharging the Company from any obligations, responsibilities and liabilities to the Union and the employees, except as the parties otherwise mutually agree.

“Permanently shutdown more than three months” shall mean that the Company declared a permanent shutdown three months prior to the date of sale and has acknowledged entitlements to and is processing and/or paying, as appropriate, shutdown benefits in accordance with the Labor Agreement and applicable benefit agreements.

## ARTICLE XXVII

### TERMINATION

#### Section A. Date of Termination

#### 27.1

Except as otherwise provided below, this Agreement

## ARTICLE XXVII

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 **March 31, 2004**.

### Section B. Negotiations

27.2

If either party gives such notice, it may include therein notice of its desire to negotiate with respect to insurance, pensions and Supplemental Unemployment Benefits (existing provisions or agreements as to Insurance, Pensions, and Supplemental Unemployment Benefits to the contrary notwithstanding), and the parties shall meet within thirty (30) days thereafter to negotiate with respect to such matters. If the parties shall not agree with respect to such matters, by the end of sixty (60) days after the giving of such notice, either party may thereafter resort to strike or lockout as the case may be in support of its position with respect to such matters as well as any other matter in dispute (the existing agreements or provisions with respect to Insurance, Pensions, and Supplemental Unemployment Benefits to the contrary notwithstanding).

### Section C. SUB Determination

## ARTICLE XXVII

### 27.3

Notwithstanding any other provisions of this Agreement, or the termination of any or all other portions thereof, the Supplemental Unemployment Benefit Plan shall remain in effect until expiration of 120 days after written notice of termination served by either party on the other party on or after **March 31, 2004**.

### Section D. Notification By Registered Mail

### 27.4

Any notice to be given under this Agreement shall be given by registered mail; by completed by and at the time of mailing; and, if by the Company, be addressed to the Independent Steelworkers Union, Weirton, West Virginia. Either party may, by like written notice, change the address to which registered mail notice to it shall be given.

### Section E. Strikes and Lockouts

### 27.5

For the term of this Agreement, the Union, on behalf of the employees, agrees not to engage in strikes, work stoppages or concerted refusals to work, and the Company agrees not to engage in lockouts of employees.

## ARTICLE XXVII

### Section F. Re-Opener

27.6

Notwithstanding any other provisions of this Agreement, supplementary Agreements, or this Termination Article, if during the term of this Agreement a Significant Corporate Transaction as defined in this section occurs or the Company notifies the Union that the Company intends to enter into a letter of intent or similar agreement or commitment to enter into a Significant Corporate Transaction, either party by notice to the other party may request that the parties negotiate with respect to all or some of the terms of the Basic Labor Agreement and other supplementary Agreements as designated in the notice. If the parties shall not agree with respect to the amendment, modification or elimination of such terms by the end of 45 days after the giving of the first notice, either party may thereafter resort to strike or lockout as the case may be in support of its position in respect to such terms as well as any other matter in dispute. The parties may, by written agreement, increase the 45-day period provided herein. For purposes of this section, "Significant Corporate Transaction" means: (a) a transaction or series of transactions in which the Company acquires for operation steel making, processing or finishing facilities for aggregate consider-

## ARTICLE XXVII

ation in excess of \$10 million, including assumption of liabilities, or (b) a transaction or series of transactions in which the Company or a substantial portion of its steelmaking, processing or finishing assets is acquired by an unrelated entity. "Acquires" or "Acquired" for purposes of this section means a transaction accomplished by sale, assignment, merger, lease or otherwise.

### WEIRTON STEEL CORPORATION

D. L. Robertson  
Robert Korbel  
Max Fijewski  
Peter R. Rich

### INDEPENDENT STEELWORKERS UNION

Mark Glyptis  
H. Bud Camilletti  
C. Butch Delaney  
Ronald Dodd  
E. A. Eisnaugle  
Robert Hoover  
Keith Misselwitz  
Mark Roach  
Alan Scheetz  
Mike Vitello

## APPENDIX I

### Standard Hourly Wage Rate For Non-Incentive Jobs, Incentive Calculation Rates and Hourly Additives

Effective September 26, 1999

I-1.1

<u>Job Class</u>	<u>The Hourly Wage Scale for Non-Incentive Jobs</u>	<u>The Hourly Wage Scale of Rates for Incentive Jobs</u>	<u>The Hourly Additive For Incentive Jobs</u>
2	12.645	4.650	7.995
3	12.792	4.769	8.023
4	12.939	4.888	8.051
5	13.086	5.007	8.079
6	13.233	5.126	8.107
7	13.380	5.245	8.135
8	13.527	5.364	8.163
9	13.674	5.483	8.191
10	13.821	5.602	8.219
11	13.968	5.721	8.247
12	14.115	5.840	8.275
13	14.262	5.959	8.303
14	14.409	6.078	8.331
15	14.556	6.197	8.359
16	14.703	6.316	8.387
17	14.850	6.435	8.415
18	14.997	6.554	8.443
19	15.144	6.673	8.471
20	15.291	6.792	8.499
21	15.438	6.911	8.527
22	15.585	7.030	8.555
23	15.732	7.149	8.583
24	15.879	7.268	8.611
25	16.026	7.387	8.639
26	16.173	7.506	8.667
27	16.320	7.625	8.695
28	16.467	7.744	8.723

## APPENDIX I

29	16.614	7.863	8.751
30	16.761	7.982	8.779
31	16.908	8.101	8.807
32	17.055	8.220	8.835
33	17.202	8.339	8.863
34	17.349	8.458	8.891

Shift Differential

Afternoon:	0.30
Night:	0.45

### Standard Hourly Wage Rate For Non-Incentive Jobs, Incentive Calculation Rates and Hourly Additives

Effective April 1, 2003

I-1.2

<u>Job Class</u>	<u>The Hourly Wage Scale for Non-Incentive Jobs</u>	<u>The Hourly Wage Scale of Rates for Incentive Jobs</u>	<u>The Hourly Additive For Incentive Jobs</u>
2	13.645	4.650	8.995
3	13.792	4.769	9.023
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## APPENDIX I

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33	18.202	8.339	9.863
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### Shift Differential

Afternoon:	0.30
Night:	0.45

## APPENDIX II

### MEMORANDUM OF UNDERSTANDING ON MISCELLANEOUS MATTERS

#### I. UNDERSTANDING CONCERNING TESTING AND TRAINING

##### II-1.1

From time to time, the Company may make available to employees Company-sponsored training courses designed to improve the employee's skills in the performance of his or her regular job or to develop new skills. Attendance at such training courses is voluntary and time spent in attendance at or in preparation for such courses is not considered as time worked for any purpose. In order to compensate the employee for expenses incurred in attendance at such training courses, the Company will reimburse the employee in the amount of \$5.00 for each such training session attended. This reimbursement will not be applicable to attendance at training courses which is considered as time worked for any purpose.

##### II-1.2

A similar \$5.00 expense reimbursement will be made for each occurrence upon which an employee is administered a test by or on behalf of the Company for the

## APPENDIX II

purpose of determining the ability and/or qualifications of such employee for promotion or transfer on those occasions in which the time spent in taking such test is not treated as hours worked; provided, however, that such reimbursement shall not be made to employees being tested for entrance into or advancement within an approved apprentice program or for entrance into or advancement within a trade or craft position for which there is an approved apprentice program. This reimbursement will not be applicable when otherwise eligible testing is conducted during hours which are paid for as hours worked.

### 2. UNDERSTANDING CONCERNING CONTRACTING OUT

#### II-2.1

- a. The notification checklist referred to in Article XX, A.5, if the Basic Labor Agreement is set out below.

#### NOTIFICATION CHECKLIST

#### II-2.2

To assist the parties, the following checklist shall serve as a guide for the providing of notice as required by Article XX, A.5.

## APPENDIX II

- |   |        |
|---|--------|
|   | II-2.3 |
| 1. Location of Work   |        |
|   | II-2.4 |
| 2. Type of Work:  |        |
| a. Service  |        |
| b. Maintenance  |        |
| c. Major Rebuilds   |        |
| d. New Construction   |        |
|   | II-2.5 |
| 3. Description of Work:   |        |
| a. Crafts Involved  |        |
| b. Special Equipment  |        |
| c. Special Skills   |        |
| d. Warranty Work  |        |
|   | II-2.6 |
| 4. Estimated duration of work   |        |
|   | II-2.7 |
| 5. Anticipated utilization of bargaining unit forces during the period. |        |
|   | II-2.8 |
| 6. Effect on operations if work not completed in timely fashion.        |        |

## APPENDIX II

### II-2.9

b. Contracting out has been the subject of bargaining between the parties throughout the 1980 negotiations. The parties are also aware that this subject is addressed in the November 7, 1979 Report of the Joint Steel Industry - Union Contracting Out Review Commission, and the observations and recommendations of said commission's report are preserved by reference herein.

### II-2.10

One area among others examined by the commission concerned regular day-to-day maintenance and repair work which has in the past been performed within the plant. The Joint Contracting Out Committee established under the provision of Article XX, A.4. of the August 1, 1977 Labor Agreement will undertake a review of present practices for the performances of regular day-to-day maintenance repair work for the purpose of determining whether any such work which is presently contracted out should be retrieved for performance by employees within the bargaining unit.

### II-2.11

In conducting its activity, the committee shall also examine and consider any restrictive practices or sen-

## APPENDIX II

iority constraints which limit fully effective utilization of bargaining unit employees.

### II-2.12

Another area of the Contracting Out Commission's investigation concerned the existence of twenty-six (26) sepa-rate trade and craft jobs *doing maintenance and repair work in the plant. Locally, there are even more such jobs which, although not contractually identified as trade and craft, are treated as such for pay purposes. It shall be another related function of the committee to determine the feasibility of installing the revised trade and craft jobs attached hereto and by reference made a part hereof as a part of its determination of the question of reassignment of work to bargaining unit employees.*

### II-2.13

*In order to accomplish this review, the committee shall meet regularly as the members thereof may agree, but no less frequently than once each month. The results of said review and recommendations of the committee shall be reduced to writing and presented to the representatives of the parties for disposition no later than August 1, 1981.*

### II-2.14

c. The Company and the Union agree to develop a mas-

## APPENDIX II

ter list of items that may be contracted out without the necessity for specific notice upon each occurrence. The master list will be reviewed annually by both parties.

II-2.15

d. The guidelines for evaluating special project/crews referred to in Article XX, A.8. of the Basic Labor Agreement are set out below.

### GUIDELINES FOR EVALUATING SPECIAL PROJECTS/CREWS

II-2.16

To assist the parties, the following procedure is designed as a guide for consistent, realistic evaluation of special projects and related costs. This method is adopted in concurrence with decisions involving special crews and/or comparison to outside contracts.

II-2.17

- I. Establish specification for work to be performed.
  - a. Location of work
  - b. Nature of work
  - c. Amount of work
  - d. Tools, equipment and materials needed
  - e. Limitations
    - (1) Time

## APPENDIX II

- (2) Weather
- (3) Space
- (4) Adverse environmental condition
- (5) Safety hazards

II-2.18

II. Determine Hourly and Salaried work force required to complete task.

- a. Crew size
- b. Crew make-up (crafts involved)
- c. Conditions of crew
  - (1) Bidding procedures
  - (2) Amount of flexibility
  - (3) Layoff procedure

II-2.19

III. Re-evaluate force levels of each maintenance shop drawn from to develop - "Special Crew".

- a. Recommend force level with respect to current and projected operating conditions.

NOTE: Employees needed to form "Special Crew" should be drawn from existing maintenance shop employee in accordance with contractual procedures.

II.-2.20

IV. Identify turns and hours to be worked by the crew.

## APPENDIX II

a. Locker room facilities and tool storage areas should be provided within close proximity of the project to afford maximum utilization of available work time.

II-2.21

V. Overtime, Shift and Sunday Premium should be distributed exclusively among members of the "Special Crew."

II-2.22

VI. "Cost Out" the project (estimate).

- \*a. Tools
- \*b. Equipment
- \*c. Materials
- \*d. Labor

(1) Use standard labor rates (adjusted for proper shift differential, Sunday premium, O.L.D. and incentive monies) for in-house crafts.

(2) Determine the need for overhead, if any. To insure

comparable evaluations (in-house vs. contracting out) estimated Weirton Steel labor costs should reflect actual "out-of-pocket" monies - not fully burdened shop hour rates which inflate in-house labor estimates.

## APPENDIX II

(3) Consider calling back employees recognizing benefits incurred on layoff.

(4) Consider employees working with recall rights to shop.

(5) Dollarize salary replacement cost, if applicable.

\*Consider lease, purchase, in-house availability, etc.

Contact Purchasing, Engineering, Operating and S&M Shop supervision to obtain realistic estimates of the tools, equipment, material and labor required to efficiently complete the project. These estimates should exclude escalation, contingency and other "safety factors" normally included in cost estimates to prevent "overruns."

II-2.23

VII. Review total estimate with Union.

II-2.24

VIII. Follow-up with an actual or "make good" cost.

a. Allocate "break-in" time before dollarization

b. Separate from cost unavoidable delays

(1) Inclement weather

(2) Material shortage

(3) Equipment unavailability, etc.

c. Develop actual "out-of-pocket" cost to be used for future comparison to similar work.

(1) Determine the actual cost of tools, equipment

## APPENDIX II

and materials used.

(2) Determine the actual payroll cost of qualified employees "move-ups" to the "Special Crew;"

Contact the Seniority Department for determining the jobs that "Special Crew" persons were drawn from and dollarize the difference.

(3) Determine the additional cost of bringing back employees from layoff status to fill vacancies created by the "Special Crew:"

(a) Obtain from the Seniority Department the number of employees called back from layoff status.

(b) Determine the amount of compensation (if any) laid off employees were receiving and dollarize the difference between this "SUB" and regular pay.

(c) Determine the additional cost (if any) of employee benefit coverage for the formerly laid off employees.

(4) If applicable, cost out the hiring of new employees:

(a) Obtain from the Seniority Department the number of new employees hired to fill vacancies created by these "Special Crews."

(b) Determine the cost of subject new employees including the employee benefits.

(5) Determine the cost of "Special Crew" super-

## APPENDIX II

vision.

d. Review above actual "out-of-pocket" costs with Accounting Department.

II-2.25

IX. It is understood that the parties will continue to meet as needed to fully discuss any or all provisions of these guidelines in an effort to satisfactorily resolve any differences.

### 3. UNDERSTANDING CONCERNING INCENTIVE ARBITRATION AWARD

II-3.1

The October 8, 1969 Memorandum of Understanding concerning Incentive Study Under Provisions of Appendix II-5 of the December 10, 1968 Basic Agreement adopting the Steel Industry Incentive Arbitration decision shall be continued in effect for the duration of the 1977 Basic Agreement.

### 4. UNDERSTANDING CONCERNING INCENTIVES

II-4.1

The Weirton Steel Corporation and the Independent Steelworkers Union hereby agree to the following understanding with respect to incentives covered by the

## APPENDIX II

August 1, 1969 Incentive Arbitration Award.

II-4.2

In the interest of improved performance and employee equity, the parties to the Basic Labor Agreement will, upon request by the Union, undertake an examination of any ineffective incentive for possible adjustment or other remedial action consistent with the provisions of the August 1, 1969 Incentive Arbitration Award.

Very truly yours,

W.I. Doepken

Confirmed:

Walter F. Bish, President  
Independent Steelworkers Union

### 5. UNDERSTANDING CONCERNING NON-INCENTIVE BONUS

II-5.1

The following provisions are effective August 1, 1974, with respect to Production and Maintenance Employees working on non-incentive jobs as defined in the August 1, 1969 Incentive Arbitration Award:

## APPENDIX II

II-5.2

1. Pay a ten-cent (10c) per-hour bonus as an "add-on" for all hours worked on a non-incentive job by an employee with five (5) or more years of continuous service;

II-5.3

2. If the Company elects to provide incentive coverage for a non-incentive job, payment of the foregoing bonus for hours worked on such job will be discontinued at that time.

### 6. UNDERSTANDING CONCERNING EXTENDED EARNINGS PROTECTION PLAN

II-6.1

For the term of this Agreement, the Company and the Union agree as follows:

II-6.2

a. Any employee with ten (10) or more years of continuous service (as determined under Article VIII of the current Basic Agreement) who is an incumbent of a job upon which periodic physical examinations are required, who as the result of a Company physical examination is disqualified from such a job for the same reason or reasons

## APPENDIX II

which would disqualify him as a result of any such required periodic physical examination, and who as the result of such disqualification suffers a reduction in "average earnings" as defined in the current Earnings Protection Plan (EPP) shall be entitled to a Quarterly Income Benefit (QIB) for any benefit quarter starting on or after October 1, 1977, for which his benefit quarter rate does not equal or exceed ninety percent (90%) of his base period rate. All other terms and conditions of the current EPP shall be fully applicable to any such employee so entitled to an EPP benefit.

### II-6.3

b. Any additional QIB to which an employee would be eligible under this memorandum shall terminate at the end of the benefit quarter in which the employee becomes eligible for an unreduced regular pension under the Company's noncontributory pension plan.

### II-6.4

c. Upon termination of this Memorandum, any benefit being paid to an employee under the provisions of this Memorandum in excess as to amount or number of benefit quarters will continue until terminated under the applicable provisions of the then

## APPENDIX II

current EPP but no additional employees will acquire eligibility under the provisions of this Memorandum.

### 7. UNDERSTANDING CONCERNING SAFETY AND HEALTH

#### a. Carbon Monoxide:

##### II-7.1

The Company recognizes that the steel producing and finishing processes require equipment that can produce carbon monoxide gas in dangerous concentrations under certain circumstances of accidental release. In order to minimize the potential for accidental release of blast furnace gas and other gases containing carbon monoxide, the Company shall complete a comprehensive survey at each of its plants at the earliest possible time. The survey, to be conducted by Engineering, Safety and other personnel as necessary, shall list locations from which, on the basis of experience or other information, significant amounts of carbon monoxide are likely to escape, the conditions which might cause such a release and the steps necessary to minimize or control the hazard.

##### II-7.2

The Company shall implement in a timely manner con-

## APPENDIX II

sistent with the hazards a reasonable program for the control of carbon monoxide which shall include, but not be limited to the following:

### II-7.3

(1) A reasonable time schedule for the implementation of the steps necessary to eliminate or control the hazard as identified in the survey.

### II-7.4

(2) Evaluation and, where necessary, amendment of safe job procedures for gas system maintenance programs with respect to equipment whose failure might result in exposure to dangerous concentrations of carbon monoxide. Copies of these procedures shall be included in the control program.

### II-7.5

(3) Installation of adequate automatic carbon monoxide sensing devices equipped with alarms and use of portable carbon monoxide monitors where necessary to protect employees whose work assignments so require. Monitors, alarms and other parts of the detection and warning system shall be tested on a periodic basis sufficiently frequent to insure reliable operation. The control program shall include a general description of the location of

## APPENDIX II

the sensing devices and the general circumstances under which portable detectors shall be used and the frequency for period testing of the monitoring system.

### II-7.6

(4) Assignment of responsibility for the maintenance, inspection, and use of gas testing equipment and investigation of sources of gas when the automatic alarms are actuated.

### II-7.7

(5) Provision of an adequate number of approved breathing apparatus appropriate for emergency operations and escape in locations readily accessible to employees. The program shall include a description of the types of breathing apparatus and their locations as well as the identification of responsibility for checking and maintaining the devices.

### II-7.8

(6) Training of employees in recognition of the hazards and symptoms of carbon monoxide poisoning. Such training shall be within the framework of existing safety training programs after review of such programs and supplementation as required.

## APPENDIX II

As part of this training, employees shall be instructed in escape and emergency rescue procedures. A detailed outline of the training procedures shall be included in the program.

### II-7.9

(7) Posting of emergency escape procedures in areas of potential hazard.

### II-7.10

(8) An emergency rescue program which shall include provisions for treatment of carbon monoxide exposures, emergency rescue techniques for various parts of the plant, and appropriate rescue and recovery equipment including resuscitators. The program shall include identification of the employees trained in emergency rescue techniques.

### II-7.11

A copy of the carbon monoxide central program or any portions thereof and any revisions shall be provided upon request to the Union Safety and Health Committee.

#### b. Safety Meetings

### II-7.12

(1) Attendance at such meetings will be considered

## APPENDIX II

as hours worked for all purposes (other than over-time distribution).

II-7.13

(2) Meetings will be scheduled insofar as is practicable so as to avoid requiring employees to wait an excessive amount of time between the end of such meeting and the time they begin work or between the time they finish work and the start of the meeting.

II-7.14

(3) Where meetings are not scheduled in the manner set forth in (2) above, employees who elect not to attend the meeting will not be subject to disciplinary action.

### c. Discipline

II-7.15

The exercise by any employee of his or her right to request relief from a job under the provision of Article X, Section C. of the Labor Agreement will not be relied upon by the Company as the basis for the issuance of disciplinary action against such employee.

II-7.16

The Union and the employees are hereby put on notice

## APPENDIX II

that the right to request relief from a job under the provisions cited above will not be a license for any employee to violate any other rules of plant conduct while asserting such right.

### 8. RATE RETENTION PROGRAM

II-8.1

#### 1. Eligibility:

II-8.2

a. The Rate Retention Program shall become effective on August 1, 1980, and will be applicable only to Production and Maintenance employees with two (2) or more years of continuous service whose disability is attributable in whole or in part to employment with the Company and who are removed from their regular jobs as a result of such disability on or after August 1, 1980.

II-8.3

b. The Program will be applicable to only those employees whose work-related disability permits them to continue active employment with the Company, working on a job other than their regular job. Employees whose work-related disability precludes active employment with the Company are not covered by this Program. Employees whose work-

## APPENDIX II

related disability precludes active employment with the Company during a recuperative period are not covered by this Program during that period. Requests for qualification under this Program may be initiated by either the Company or an employee or Union.

### II-8.4

c. Company medical personnel shall be responsible for making the determination as to whether a disability is work-related and whether, then, an employee is entitled to the rate retention under this Program. Should there be a disagreement with the determination of the Company medical personnel, a second medical opinion may be secured under a mechanism to be established by representatives of the Company and the Union. The cost of developing and operating such a mechanism shall be paid by the Company. The opinion of the agreed-upon medical doctor as to whether an employee's disability is work-related and then, entitled to rate retention under this Program, shall be final and binding upon the parties for purposes of this Rate Retention Program.

### II-8.5

## 2. Rate Retention Payments:

## APPENDIX II

II-8.6

a. A personal disability rate shall be computed for an employee whose disability is determined to entitle him to rate retention under this Program.

II-8.7

b. The personal disability rate shall be the standard hourly wage rate which is nearest to the employee's average standard hourly wage rate in the thirteen (13) consecutive weekly pay periods or seven (7) consecutive bi-weekly pay periods (whichever is applicable) immediately prior to his entitlement to rate retention as provided in a. above. The incentive calculation rate corresponding to the standard hourly wage rate which constitutes an employee's personal disability rate will be applicable when the employee works on an incentive job.

II-8.8

c. An employee's personal disability rate shall not, in any event, exceed the standard hourly wage rate in effect for Job Class 11 on the date he is removed from his regular job under this Program.

II-8.9

d. For the hours in each pay period that are compensated (except vacation and SUB payments) after a

## APPENDIX II

reassignment under this Program, an employee shall be paid the higher of:

II-8.10

(1) His average hourly earnings using his personal disability rate as applied to his new job(s); or

II-8.11

(2) His average hourly earnings at the established rate of pay for his new job(s) in that pay period.

II-8.12

e. An employee's personal disability rate shall be adjusted only for general wage increases and it shall not be adjusted for any increases in Job Class increments.

II-8.13

f. An employee's personal disability rate shall be terminated for all purposes on the occurrence of any one of the following:

II-8.14

(1) Company medical personnel, after an examination of the employee, determine that the employee's disability no longer exists or that the employee has recuperated from the disability to the extent that he

## APPENDIX II

may be assigned to his regular job. Any disagreement between the parties as to whether the employee's disability no longer exists, or whether the employee has recuperated from the disability to the extent that he may be assigned to his regular job, shall be determined by a second medical opinion secured under the mechanism established in paragraph 1. c., above. That opinion shall be binding until such time as the Company medical personnel re-examines the employee for the purpose of determining whether that employee may be assigned to his regular job.

II-8.15

(2) His average hourly earnings on his new job(s) over twenty-six (26) consecutive weekly pay periods or thirteen (13) consecutive biweekly pay periods (whichever is applicable) exceed his average earnings as calculated by use of his personal disability rate.

II-8.16

(3) One hundred four (104) consecutive weeks elapse after the date of the commencement of his assignment to a job under this Program.

II-8.17

(4) He, except by reason of his disability, refuses to

## APPENDIX II

promote or fails to take an opportunity for a permanent promotion to a higher job (for which he is qualified) in his line of progression or seniority unit unless he has worked less than thirty (30) days since entry into such line or unit or since his last preceding permanent promotion in such line or unit.

II-8.18

(5) He twice fails to qualify, except by reason of his disability, for permanent promotion to the same next higher job in the line of progression provided that two (2) or more such failures to qualify within a thirty-working-day period shall count as only one (1) failure.

II-8.19

3. The provision or denial of benefits under this Program will not be utilized in cases involving claims for benefits under other programs or under state or federal laws, such as Worker's Compensation Laws.

II-8.20

4. If the special commission established by the Department of Labor develops guidelines with respect to programs of this type, this Program herein established will not be changed to conform to such

## APPENDIX II

guidelines, except to the extent required by law.

II-8.21

5. Benefits under this Program shall be adjusted to the extent necessary to avoid duplicating payments under Workers' Compensation or occupational disease laws or under other arrangements which provide an earnings supplement.

II-8.22

6. Any employee determined under this Program to be disqualified so as to be unable to perform the duties of his regular job shall be reassigned to a job consistent with the applicable seniority provisions of existing agreements. However, nothing in this Program is intended to guarantee any employee whose disability is work-related active employment.

### 9. UNDERSTANDING CONCERNING OVERTIME OPPORTUNITIES

II-9.1

With regard to overtime opportunities, the parties agree that once Supervision determines the need for an overtime turn, attempts will be continued until the overtime turn is filled unless, however, conditions change which invalidate the need for the overtime turn to be worked.

## APPENDIX II

An example of "changed conditions" is where there would be a breakdown of equipment.

### 10. UNDERSTANDING CONCERNING CALL-OUTS

II-10.1

When the Company is attempting to call out an employee and four (4) hours or less remain before the recognized starting time of a shift, only one (1) recorded phone call is required before attempting to call out the next appropriate employee. Any local agreements or memoranda of understanding reduced to writing and executed by the appropriate parties, whether prior or subsequent to the date of this Agreement, may supersede the general rule specified above with reference to the four hours.

### 11. UNDERSTANDING CONCERNING INSPECTOR LEARNER HELPER PROGRESSION PROGRAM.

II-11.1

The Inspector Learner Helper Progression Program time period is changed from one (1) year to six (6) months.

### 12. UNDERSTANDING CONCERNING PERIODIC MEDICAL RE-EVALUATION

## APPENDIX II

### II-12.1

The Company agrees that it will establish a system of period medical re-examination for employee removed from their incumbencies because of medical reasons - in particular, those employees falling under Appendix R of this Settlement Agreement.

## 13. UNDERSTANDING CONCERNING REGULAR VACATION WITHHOLDING

### II-13.1

Tax withholding from vacation checks will be in accordance with applicable law.

## 14. UNDERSTANDING ON PERIODIC PHYSICAL EXAMINATIONS

### II-14.1

The Company and the Union recognize that various federal and state statutes and/or regulations require the Company to conduct and/or provide for periodic physical examinations of employees working on specified jobs or within specified areas of the plant, and that these statutes and regulations are revised from time to time to include additional jobs and/or areas and to require additional or different types of examinations. The Union agrees that it will continue to cooperate with the Company in its efforts to comply with these several statutes and/or regulations. The Company agrees that

## APPENDIX II

any employee who does not receive at least seventy-two (72) hours' prior notice to report for this type of periodic physical examination may, upon request, be excused from such examination without being subjected to disciplinary action by the Company.

### 15. UNDERSTANDING ON NEW EMPLOYEE ORIENTATION

#### II-15.1

The Company will agree to consider any material which the Union wishes to provide for new employee orientation and, if it is or can be made of suitable length and content, to permit such material to be presented to new bargaining unit employees as a part of the first day's new employee orientation program. The Company will not agree: (1) to incur any additional cost to the Company for the presentation of this material; or, (2) to guarantee that the present form of new employee orientation will be retained throughout the term of the new Agreement. If the orientation material which the Union wishes to present is suitable, the Company will provide access to the Company's communications department for purposes of preparing the Union's material for presentation in videotape format.

### 16. UNDERSTANDING ON VACATION

## APPENDIX II

### SCHEDULING

II-16.1

1. The parties agree to carry forward the letter agreement between R.E. Fair, Vice President, Industrial Relations and Sam Bakich, President, I.S.U., dated July 21, 1977, and reproduced below for the scheduling of vacation in 1981, 1982, and 1983.

II-16.2

2. Except as the parties have subsequently agreed through modification of the provisions of Article VI, Section E. 1.b. (M.P. 6.15), the parties agree to be bound by the arbitrator's award in the grievance cases SW1-K2252, et seq. interpreting the subject letter and by the subsequent agreements entered into pursuant to that award.

II-16.3

3. Nothing in this understanding shall prevent appropriate representatives of the parties at the divisional, departmental, or sub-departmental levels from mutually agreeing to alter existing vacation allotments or quotas.

4. Letter Agreement on Vacation Time Off Allotments

II-16.4

July 21, 1977

Mr. Sam Bakich, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Bakich:

This will confirm our understanding relative to vacation time off allotments. Insofar as orderly and efficient operations of the plant is concerned, vacation time off will be scheduled so as to fall within the general guidelines of at least ten percent (10%) of the work force in a sequence on vacation during any given week at times when desired by the employees. It is to be understood that ten percent (10%) is only a guideline and certain situations may develop or exist whereby this percentage cannot be obtained.

Very truly yours,

R.E. Fair  
Vice President  
Industrial Relations

## 17. UNDERSTANDING ON CALL-OUTS

## APPENDIX II

### II-17.1

By January 1, 1981, the Company will establish a procedure whereby call-outs made pursuant to M.P. 3.6 (or the equivalent language in the revised Division of Overtime provisions of the successor Agreement) will be directed through and recorded in a central location. In the interim, the Company will not replace with a manual recording system any electronic system for recording such calls which is presently in place.

## 18. UNDERSTANDING ON THE ESTABLISHMENT OF JOINT COMPANY-UNION ADVISORY COMMITTEE ON ALCOHOL AND DRUG ABUSE

### II-18.1

1. A joint Company-Union Committee on alcohol and drug abuse, comprised of four (4) representatives of the Union (who shall be members of the Union's Executive Committee) and four (4) representatives of the Company, is hereby created. Each party shall designate one of its members to serve as co-chairman. The President of the Union and the Director of Industrial Relations of the Company shall be members ex-officio.

### II-18.2

2. This committee shall recognize that the preferred

## APPENDIX II

rehabilitation technique for employees or their dependents who are alcohol and/or drug abusers is referral to the Company's Employee Assistance Program and, where necessary, through the Employee Assistance Program to other medical and/or rehabilitative facilities.

II-18.3

3. This committee shall meet at least quarterly upon the call of either co-chairman and the mutual convenience of both and its activities shall include, but not be limited to, the following:

II-18.4

a. Sponsorship of educational activities for employees and their dependents concerning the hazards of alcohol and/or drug abuse.

II-18.5

b. Publication of the services available through the Company's Employee Assistance Program and of the parties support for that Program.

II-18.6

c. Referral, and encouragement of referral by others, of employees and dependents with alcohol and/or drug abuse problems to the Employee Assistance Program.

## APPENDIX II

II-18.7

d. Investigation and, where appropriate, recommendation for corrective action in the administration of the Employee Assistance Program.

II-18.8

4. It shall not be a function of this committee to resolve disputes or process or decide grievances concerning discipline imposed for plant rule violations involving drug or alcohol abuse.

### 19. MEMORANDUM OF UNDERSTANDING REGARDING DISPOSITION OF GRIEVANCES PENDING ARBITRATION

II-19.1

For the term of this Agreement, the Company and the Union agree as follows:

II-19.2

1. The procedures set forth in this Memorandum will apply to all grievances which have passed through Step 2 of the Grievance Procedure without resolution, provided, however, that either party reserves the right to remove any specific grievance(s) from this procedure for processing through either regular or Expedited Arbitration in accordance with the procedures set forth

## APPENDIX II

in Section H and I respectively of Article IX of this agreement.

### II-19.3

2. Within thirty days after the effective date of this Agreement, the General Counsel of the Union (with the concurrence of the Executive Committee) and the Director of Industrial Relations of the Company shall meet to select an impartial arbitrator, who shall be a present or past member of the National Academy of Arbitrators, to serve as the chair of an Arbitration Panel, hereinafter described.

### II-19.4

3. As promptly thereafter as is practicable, said Arbitration Panel will convene, and will continue to meet on a regular basis as necessary until all the grievances in 1. above, which the parties elect to submit to it, have been resolved.

### II-19.5

4. In addition to the impartial chair selected as described in 2. above, the Arbitration Panel will include one representative selected by the Union, who shall be or has been a member or employee thereof, and one representative selected by the Company, who shall be or has been an employee thereof.

## APPENDIX II

II-19.6

5. The Arbitration Panel shall establish such rules and procedures as are necessary for the performance of its function, including, but not limited to, the following:

II-19.7

a. the appointment of a secretary (who shall be an employee of the Company's Industrial Relations Department) who shall be responsible for scheduling sessions of the panel, compiling the agenda for each session, keeping the official record of the panel, advising the parties of the disposition of cases, and other such duties as the panel may assign.

II-19.8

b. sessions of the panel, depending on the availability of the chair, shall be scheduled no less frequently than once per month and for no longer than five consecutive days per session, unless the panel determines otherwise.

II-19.9

c. the form of the grievance record to be presented to the panel, which record shall include at least the information and stipulations required of Step 2

## APPENDIX II

grievance minutes under the provisions of Article IX., Section D.

### II-19.10

d. the conduct of the hearing, wherein the representatives of the parties shall be restricted to those individuals identified as representatives under the Expedited Arbitration Procedure, Article IX., Section I., of this Agreement. Where the Union's advocate is a steward who is not a member of the Union's Executive Committee, the rules governing the payment of lost time for meetings with management will apply to the time spent by the steward representing the Union before the panel.

### II-19.11

6. Immediately upon the conclusion of the presentation of all grievances scheduled and heard on any hearing day, the Arbitration Panel will go into executive session to dispose of these matters. If the Company and the Union representatives can agree as to the disposition of a grievance, the Arbitration Panel will decide the matter on the basis of such agreement. If the Company and Union representatives cannot agree, the impartial chair will render a determination on the merits of the matter, and the grievance will be disposed of in that manner. The disposition of all matters brought before the panel

## APPENDIX II

at each session will be communicated to the parties by the Chair. All decisions will be issued in the name of the panel, without disclosure of the positions taken by the individual members thereof with respect thereto. Decisions of the Arbitration Panel shall not be relied upon by either party in the disposition of any other grievance under the grievance and arbitration procedures of the Labor Agreement.

### II-19.12

7. The parties shall meet periodically to evaluate their experience with this form of dispute resolution, and may at any time agree to modifications of the panel and its processes. The Company and Union members of the Arbitration Panel may agree at any time to relieve the chair thereof from that position for proper cause, and in such case, shall direct the General Counsel of the Union and the Director of Industrial Relations for the Company to select a replacement.

### II-19.13

8. The administrative expenses of the Arbitration Panel, including the fees and expenses of the chair, will be jointly shared by the parties. Each party will be solely responsible for the compensation of its appointee to the panel.

## APPENDIX II

### 20. UNDERSTANDING ON CREATION OF JOINT COMPANY-UNION COMMITTEE ON PARKING

II-20.1

The parties agree to form a Joint Company-Union Committee on parking and related problems comprised of four (4) members of the Union's Executive Committee and four (4) Company representatives. The function of this committee will be to study parking, bus- ing and parking lot security problems, present and prospective, and to recommend solutions thereto to Management.

### 21. UNDERSTANDING ON VOLUNTEER EMER- GENCY, FIRE AND RESCUE PERSONNEL

II-21.1

The Company will agree that absences from work by members of established volunteer Fire Departments, Police or Sheriff Reserves or Rescue Squads to respond to emergencies or to participate in scheduled training will not be considered as unexcused absences for purposes of the Company's Absenteeism Policy. This policy does not extend to social and/or political activities (i.e., conventions) associated with such groups. Except when responding to an emergency, failure to follow established report off/report on procedures will subject

## APPENDIX II

the employee to discipline notwithstanding the validity of the activity in which he or she is participating; and in all cases, including response to an emergency, the Company reserves the right to require reasonable verification of the reason for the absence.

### II-21.2

In no event will time spent in such activities be considered as hours worked for any purpose.

## 22. UNDERSTANDING CONCERNING UNION BLOOD BANK

### II-22.1

Effective September 26, 1993 the Company will increase to \$28,000 its maximum reimbursement to the Union as a partial offset of the expenses of administering the Union Blood Bank Program.

## 23. UNDERSTANDING CONCERNING SHORT- TERM SHUT-DOWNS

### II-23.1

In the event the Company elects to shut down a department or subdivision thereof for a known period of short duration - not to exceed four (4) weeks, the parties may discuss and, if they agree, may implement arrangements whereby the employees affected by such shut-down

## APPENDIX II

waive the exercise of their inter-and intra-department displacement rights and are laid off without loss of eligibility for Supplemental Unemployment Benefits.

## APPENDIX III MISCELLANEOUS AGREEMENTS CONCERNING BENEFITS AND ALLOWANCES

### 1. AGREEMENT ON MODIFICATIONS TO THE SUB-PLAN

All changes shall be effective as of August 1, 1983, except as otherwise noted:

#### III-1.1

1. Twelve and one-half cents (12 1/2c) per hour will be the multiplier used in paragraph 6.5a. of the SUB Plan with respect to contributory hours by employees.

#### III-1.2

2. When the SUB Fund attains maximum financing and for whatever period the SUB Fund maintains maximum financing, employees will receive additional compensation equal to twelve and one-half cents (12 1/2c) per hour. Such additional twelve and one-half cents (12 1/2c) per hour compensation shall not be subject to the

## APPENDIX III

ESOP reduction factor set forth in Article II, Section A, but will be included in earnings for purposes of arriving at an employee's gross (W-2) earnings.

### III-1.3

3. Maximum allowance credit units will be reduced under paragraphs 2.0 through 2.4 to provide a maximum of twenty-six (26) credit units for two-to-ten-year service employees, and a maximum of fifty-two (52) credit units for over ten-year service employees, provided however, the provision regarding employees with greater than twenty (20) years' service shall remain as stated in the SUB; Plan.

### III-1.4

4. Benefits under the SUB Plan will be reduced by the "ESOP Reduction Factor" in effect at the time of eligibility for benefit for the duration of the Agreement.

### III-1.5

5. Short workweek benefits will be payable under the rules of the SUB Plan but any such payments made will not count against attaining or maintaining maximum financing for purposes of 1. or 2. above.

### III-1.6

6. No employee shall receive SUB under this

## APPENDIX III

Agreement unless that employee is hired by the Company or recalled and subsequently laid off by the Company.

III-1.7

7. The provisions of paragraph 3. above shall be retroactively applied as if an employee of the Company had continuous service with the Company even though the employee's prior continuous service was with Weirton Steel Division of National Steel Corporation.

## APPENDIX IV LETTERS OF UNDERSTANDING ON MISCELLANEOUS MATTERS

### 1. GRIEVANCE GRANTS

IV-1.1

July 5, 1983  
Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement to pay grievance grants in chronological order whenever pos-

## APPENDIX IV

sible to do so.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President

Independent Steelworkers Union

### 2. SERVICE AND MAINTENANCE PLAN (GN-SM-55)

IV-2.1

July 5, 1983

Mr. Walter Bish, President

Independent Steelworkers Union

Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement not to create or implement an active incentive plan for Service and Maintenance General Unassigned Mechanical and Electrical Maintenance Plan (GN-SM-55) during the term of this Basic Labor Agreement.

Very truly yours,

## APPENDIX IV

W.L. Doepken  
CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 3. BROWN'S ISLAND BRIDGE

IV-3.1

September 26, 1989

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Thompson:

This letter will confirm our agreement that the Company will provide a time card reader on the east side of the Browns Island bridge if it does not allow employees to use the existing time card reader on Browns Island. Further, the Company will provide adequate locker room facilities for those employees currently using the locker room on Browns Island if it is not available for their use before they must vacate.

Very truly yours,

## APPENDIX IV

W.C. Brenneisen

Vice Pres.-Human Resources

CONFIRMED:

Virgil G. Thompson - President  
Independent Steelworkers Union

### 4. LABORERS

IV-4.1

July 5, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement about laborers, as follows:

“When a laborer is upgraded to fill a known temporary vacancy on a job within an operating sequence and has one or more scheduled turns cancelled during the workweek as a result of the shutdown of that operation, such laborer shall report to the Department Labor Pool on such cancelled operating turn for reassignment.”

Very truly yours,  
W.L. Doepken

## APPENDIX IV

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 5. FIREWATCH

IV-5.1

July 5, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement that fire watch work is work appropriately within the Production and Maintenance unit subject to Article I, Section A, 3., except to the extent fire watch work is currently performed by members of the Salary unit of the Union.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 6. AISI REPORTS

## APPENDIX IV

IV-6.1

July 5, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement to provide to the Union, on a quarterly basis, AISI reports which display numbers of employees (in all categories) and employee costs.

Very truly yours,

W.L. Doepken

CONFIRMED:  
Walter Bish, President  
Independent Steelworkers Union

7. PARKING

IV-7.1

July 5, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

## APPENDIX IV

Dear Mr. Bish:

This letter is confirmation of our agreement that reserved parking on Company property will be established on the basis of need (e.g., use of vehicle during working hours and/or physical limitations of a particular employee), not on the basis of position.

To implement this agreement the Company will review all current reserved parking and solicit from all employees requests for reserved parking using the above-stated criteria.

The results of the review and solicitation will be discussed with the appropriate Union officials and implemented within forty-five (45) days of the effective date of the Agreement.

Except as established above, all parking shall be on a first-come basis.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President

Independent Steelworkers Union

## APPENDIX IV

### 8. S&A 21-DAY RULE

IV-8.1

July 19, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

The following is submitted regarding application of the 21-day rule set forth in Paragraphs 1 and 9 of the Program of Sickness and Accident Benefits. In order to clarify questions raised regarding application of the rule, the Company makes the following statement concerning the intent of the rule and the procedures statement concerning the intent of the rule and the procedures that it will follow in applying the rule:

1. It is the intent of the 21-day provision to encourage prompt notice of claims for sickness and accident benefits so that evaluation of a claim, including any necessary investigation of the medical and other factual aspects of the claim, can be made in an expeditious manner.

2. It is not the intent of this provision that any claim be denied for failure to comply with the notice requirement if such failure did not interfere with the ability of the Company and/or insurance carrier to establish the

## APPENDIX IV

medical and other factual aspects of the claim.

3. No claim will be denied under the 21-day rule unless the Company and/or its carrier has made a reasonable effort to investigate the medical and other factual aspects of the claim. Such investigation will involve contacting the claimant's physician or physicians or other medical source concerning the nature of the disability, number of treatments and nature of treatments or contacting the claimant concerning the same matters.

4. The fact that a claim has been filed after the 21-day deadline will not be the basis for the denial of any claim for benefits with respect to a period of absence subsequent to the date on which such claim was filed.

5. In the event a claim is filed by mail, it will be considered timely if it is postmarked on or before the twenty-first day of disability.

6. If the Company's insurance office is closed on the twenty-first day of disability, a claim will be considered timely if it is presented on the first day thereafter on which the Company's insurance office is open.

7. If a claim is denied pursuant to the 21-day rule, the Company and/or the carrier will inform the employee in writing that his claim has been denied because the untimely filing interfered with the Company's and/or the carrier's ability to establish the medical and factual aspects of the claim. Such letter will inform the

## APPENDIX IV

employee of his right to have the denial reviewed upon his submission of additional evidence in support of his claim and of his right to file a grievance through his Union representative protesting the denial of his claim.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 9. VACUUM TRUCK OPERATIONS

IV-9.1

September 13, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is in confirmation of the agreement reached during negotiations concerning the use of vacuum truck operations at Weirton Steel.

It is agreed that the practice of employing outside contractors to perform this work shall be eliminated. The

## APPENDIX IV

parties agree that effective September 19, 1983, the Company shall provide one (1) truck, manned by a bargaining unit truck driver and laborer. Subject to equipment availability, every two (2) weeks thereafter another truck shall be provided for manning by bargaining unit employees until such time as the use of outside contractors is eliminated.

It is further agreed that the truck driver shall be paid the appropriate truck driver classification plus an additional two (2) job classes. In addition he shall be paid a flat incentive of 124 1/2%.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 10. CONFLICT OF INTEREST

IV-10.1

September 27, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

## APPENDIX IV

This will confirm our understanding concerning conflict of interest of bargaining unit employees. The current practice of letting contract to firms which are owned in whole or in part by bargaining unit employees will be discontinued where the bargaining unit employee performs the same or substantially similar work on his job with the Company as is performed by the contracted firm.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 11. PAYROLL PRACTICE CONCERNING CERTAIN UNION OFFICIALS

IV-11.1

October 14, 1983

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This will confirm our understanding that during the term of this Agreement, the Company will add the

## APPENDIX IV

names of the Union President and Office Manager to its payroll and will pay the regular salary compensation of those individuals as such become due subject to reimbursement by the Union of same (including all appropriate wage related costs such as but not limited to FICA, unemployment compensation, and Workers' Compensation payments) within ten (10) days of notification by the Company to the Union of payment.

The purpose of instituting this procedure is to permit these designated officeholders to have their compensation added to the total compensation paid all Weirton Steel Corporation employees, thereby allowing them to participate in the Profit Sharing in Lieu of Cost-of-Living and Employee Stock Ownership Plan under the terms of this Agreement.

Should at any time reimbursement by the Union to the Company not be made with the time limits as above provided, the Company may, at its sole option, discontinue this understanding.

Very truly yours,

W.L. Doepken

CONFIRMED:

Walter Bish, President

Independent Steelworkers Union

## APPENDIX V

### MEMORANDUM OF UNDERSTANDING REGARDING MISCELLANEOUS MATTERS

#### 1. NOTIFICATION OF STATUS ON BIDS

V-1.1

August 21, 1986

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter confirms our understanding that the Seniority Office will advise employees of their relative status on various bids they may have signed at the time that an employee is required to make a decision with respect to acceptance of a bid.

Very truly yours,

W.C. Brenneisen

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

#### 2. ADDITIONAL SITES FOR SIGNING THE

## APPENDIX V

### BID SHEETS

V-2.1

July 22, 1986

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement to allow employees to sign company-wide bid sheets, during normal business hours at the Manpower Schedulers' Office at the Steel Works Office (Gate No. 1) and the Strip Steel Office (Gate No. 5), as well as the Personnel Service Center for the term of this Agreement.

Very truly yours,

W.C. Brenneisen

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

### 3. REVIEW OF "LAST CHANCE" OR CONDITIONAL LETTERS OF EMPLOYMENT

V-3.1

July 22, 1986

## APPENDIX V

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement to provide a vehicle for the review of conditional letters of employment (i.e., last chance letters). It is hereby agreed that the Union may, at any time after the first anniversary of the letter, request a meeting to evaluate the employee's work history since signing of the letter and to discuss whether the letter should continue in full force and effect. The parties may solicit the participation of those persons able to provide relevant information, such as supervisors, EAP counselors, etc. The Manager - Industrial Relations retains the final authority as to the status of any conditional letter.

Upon the second anniversary of a conditional letter of employment, the appropriate Industrial Relations and Union representatives shall review the letter and the employee's conduct with reference thereto. If the employee has not received any form of discipline letter shall be rescinded. The Company retains the right in arbitration proceedings to introduce into evidence the fact that an employee has been a party to a conditional letter of employment within the five-year period contemplated at marginal paragraph 9.39 of the Agreement,

## APPENDIX V

but will not use such letter as the sole basis for an assertion of proper cause in the subsequent imposition of any form of discipline.

Very truly yours,

W.C. Brenneisen

CONFIRMED:

Walter Bish, President

Independent Steelworkers Union

#### 4. CORPORATE DISABILITY PLACEMENT COMMITTEE

V-4.1

Mr. Mark Glyptis, President

Independent Steelworkers Union

Weirton, WV 26062

Dear Mr. Glyptis:

This letter confirms our agreement that the Corporate Disability Placement Committee be empowered to investigate the feasibility of setting aside certain jobs in the bargaining unit for disabled employees. This action will enable the Company and the Union to more effectively meet their responsibilities under Section 503 of the Rehabilitation Act of 1973 and the American with Disabilities Act requiring the reasonable accommoda-

## APPENDIX V

tion of qualified disabled employees. The designation of such jobs shall be in addition to, and not in lieu of, the Committee's ongoing attempts to identify and provide reasonable accommodations.

Very truly yours,

W.C. Brenneisen

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

### 5. SUPERVISORS TO CHECK REPORT-OFFS

V-5.1

July 14, 1986

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, Wv 26062

Dear Mr. Bish:

This letter is confirmation of our concern that all supervisors check report-offs at least two hours prior to the recognized starting time of the subsequent turn. Accordingly, all such supervisors will be instructed to make those checks.

## APPENDIX V

Very truly yours,

W.C. Brenneisen

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

6. SALVAGE CREW

V-6.1

July 22, 1986

Mr. Walter Bish, President  
Independent Steelworkers Union  
Weirton, WV 26062

Dear Mr. Bish:

This letter is confirmation of our agreement to continue the guidelines concerning operation of the Salvage Crew established in your letter of October 3, 1985, to Mr. Ronald Riggelman, Manager - Repair and Maintenance, during the term of this Agreement. Accordingly, that letter is hereby incorporated by reference into this Agreement.

Very truly yours,

W.C. Brenneisen

## APPENDIX V

CONFIRMED:

Walter Bish, President  
Independent Steelworkers Union

V-6.2

October 3, 1985

Mr. Ronald Riggleman, Manager  
Repair and Maintenance  
Weirton Steel Corporation  
Weirton, WV 26062

Dear Mr. Riggleman:

This letter will memorialize the decision of the Executive Committee of October 2, 1985, permitting the Company to establish a Salvage Crew to enter various areas of the Mill in order to conduct salvage operations.

However, I would note some Union concerns in this regard. First, the ISU would request that no certain time limit or trial period be established; rather, the Union's position is that Company representatives must constantly be available to meet with representatives of the Union should problems arise in this area. Second, it must be clearly established that this program will not result in infringement in the job areas. Third, the salvage program is not to result in a contracting-out situation for areas of the Mill. I would note further that in imple-

## APPENDIX V

menting the above concerns, the Union desires that one of its members be placed on the Salvage Committee.

If you have further concerns or questions regarding the position of the ISU on this matter, please contact me.

Sincerely,

Walter Bish, President

## APPENDIX VI

### MEMORANDUM OF UNDERSTANDING REGARDING MISCELLANEOUS MATTERS

#### I. MANPOWER REDUCTIONS/CAPITAL PLAN

VI-1.1

September 26, 1989

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Thompson:

## APPENDIX VI

This letter will confirm the parties entire understanding concerning reductions in manpower which occur during the term of the Labor Agreement due to efficiencies resulting from a capital plan expenditure.

The Company and the Union agree that it is their best interest to utilize layoffs as a last resort in dealing with efficiencies resulting from the capital plan. If it appears reasonable to the Company that manpower reductions can be obtained through attrition within a reasonable period of time, the Company will avoid utilizing layoffs to obtain said manpower reductions. To this end the Company will utilize all measures necessary to expedite processing of 70/80 Retirement opportunities for eligible employees so that manpower reductions may be reasonably obtained by attrition.

Nothing in this agreement shall be construed to prevent the Company from achieving the efficiencies resulting from the capital plan or to apply to reductions not caused by efficiencies resulting from the capital plan.

Very truly yours,

W.C. Brenneisen  
Vice President  
Human Resources

## APPENDIX VI

CONFIRMED:

Virgil G. Thompson, President  
Independent Steelworkers Union

### 2. CONTRACTING OUT PROVISIONS OF THE 1989 AGREEMENT

VI-2.1

It is the intention of the Company to continue to use bargaining unit employees, where it believes it to be appropriate, to perform inspection work on jobs that have been contracted out.

### 3. ESOP PLAN AMENDMENTS

VI-3.1

September 29, 1989

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: 1984 ESOP Plan Amendments

Dear Mr. Thompson:

According to our agreements, the Company maintains the Weirton Steel Corporation 1984 Employee

## APPENDIX VI

Stock Ownership Plan (the "1984 ESOP") for the benefit of its employees, including members of the Independent Steelworkers Union. Except for changes required by law, the 1984 ESOP can only be amended by a majority of participants voting on a one-person, one-vote basis. This letter confirms our understanding concerning any future amendment or amendments to the 1984 ESOP for the purpose of affecting the methods of distributions of shares from participants accounts.

As we discussed, any such amendment which permits or facilitates shares being sold directly from the 1984 ESOP trust, whether publicly or privately, for the benefit of participants' accounts (instead of being distributed directly to participants, which is now the single method required by the 1984 ESOP) and/or permits diversification of participants' accounts by allowing the proceeds obtained from selling such shares to be reinvested in the alternative funds for the 1984 ESOP trust, and which amendment, after being adopted by the Company's Board of Directors, is submitted to a vote of 1984 ESOP participants in accordance with the provisions of the plan, shall be considered to have been adopted properly under our agreements and shall not require any further or separate vote of the union membership.

This letter shall not modify any obligations the Company may have to negotiate changes to the 1984 ESOP with the Union or any other issues such as

## APPENDIX VI

changes to the number of timing of the quarterly distributions.

Very truly yours,

W.C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Virgil G. Thompson, President  
Independent Steelworkers Union

### 4. PERMANENT INCAPACITY RETIREMENTS

VI-4.1

September 26, 1989

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: Permanent Incapacity Retirements

Dear Mr. Thompson:

This letter will confirm our understanding in negotiations concerning Part 1, Section 1 - 15 of the Weirton

## APPENDIX VI

Steel Corporation Retirement Plan. The parties agree that for purpose of determining a five consecutive month period of total disability, an employee's period of disability shall be tolled and shall not restart if the employee returns to work for a period of 30 days or less but is unable due to the disability to remain at work.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Virgil G. Thompson, President  
Independent Steelworkers Union

### 5. MAINTENANCE REORGANIZATION AGREEMENT

VI-5.1

It is the intention of the Company and the Union to reorganize the plant maintenance forces in order to promote the efficiency of operations through the enhancement of employee maintenance skills and earnings opportunities and the elimination of restrictive work practices. In furtherance of this goal, the parties agree as follows:

## APPENDIX VI

### VI-5.2

1. The job definitions and pay rates (which include the Trade and Craft additive) for the below listed jobs are agreed to. Upon qualification of an employee by the Company to any of these jobs, the qualified employee may perform all duties within the scope of that job as defined herein, without regard to any restrictions based on work jurisdiction, past practice or barriers and may perform all duties of the Trade or Craft job of which the employee was formerly an incumbent. The jobs agreed to, and the additional training for those jobs, are set forth on the following exhibits.

Exhibit A	Maintenance Mechanic Expanded I	JC 18
Exhibit B	Maintenance Mechanic Expanded II	JC 20
Exhibit C	Maintenance Technician	JC 22
Exhibit D	Maintenance Electrician Expanded I	JC 20
Exhibit E	Maintenance Electrician Expanded II	JC 24
Exhibit F	Pipefitter Expanded I	JC 18
Exhibit G	Pipefitter - Welder	JC 22
Exhibit H	Rigger - Expanded I	JC 19
Exhibit I	Rigger - Welder	JC 23
Exhibit J	Crane Repairman Expanded I	JC 20
Exhibit K	Crane Technician	JC 24
Exhibit L	Bricklayer Expanded I	JC 19
Exhibit M	Electronic Tech. - Central Instr. Group	JC 24*
Exhibit N	Carpenter Expanded I	JC 18
Exhibit O	Mob. Equip. Rpmn. Exp. I (TM, SM, SS, Gar.)	JC 19
Exhibit P	Mob. Equip. Rpmn. Exp. I (Diesel Loco)	JC 21

## APPENDIX VI

Exhibit Q	Refrigeration Repairman Expanded I	JC 18
Exhibit R	Certified Welder Expanded I	JC 24
Exhibit S	Wireman Expanded I	JC 20
Exhibit T	Wireman - Welder	JC 24
Exhibit U	Relay & Inst. Repair Expanded I	JC 20
Exhibit V	Wireman (Breaker Gang) Expanded I	JC 20
	*Present Incumbents	JC 26

### VI-5.3

2. The new jobs listed above will be initially manned by the current incumbents of the existing maintenance jobs as shown below. Future vacancies posted by the Company will be on expanded level jobs, for example, in the assigned maintenance areas, the jobs of Maintenance Mechanic and Maintenance Electrician will be posted.

### VI-5.4

Employees who are 55 years of age or more or who have 33 years of service with the Company as of the date of this Agreement, shall not be required to upgrade to an Expanded I level job and no current incumbent of the below listed jobs shall be required to upgrade beyond an Expanded I level job unless otherwise agreed to on a departmental basis. All future incumbents must progress to the Expanded II level job, and to the extent and number determined by the Company, progress to

## APPENDIX VI

the multicraft level job. Current incumbents will have the option to progress to the Expanded II level, but the Company shall determine, on an ongoing basis, the number of employees needed on the multicrafted jobs.

### VI-5.5

Employees will be offered the opportunity to progress to the multicraft level based on seniority as determined by the applicable measure of seniority for promotion in the involved sequence or sequences. Personal out-of-line differentials in effect as of the date of this Agreement shall not be reduced by the increased pay rates applicable to expanded and multicrafted jobs.

## APPENDIX VI

### VI-5.6

#### Strip Steel Division

<u>New/Expanded Job</u>	<u>Filled From</u>	<u>Current Job</u>
Maintenance Mechanic I & Maintenance Mechanic II & Maintenance Technician		Millwright (Incl. SS Riggers) Pipeftrs (Optional) Welders (Optional)
Maintenance Electrician I & Maintenance Electrician II		Motor Inspector
Pipefitter Expanded I Pipefitter-Welder		Pipefitter Welder (Optional)
Mobile Equipment Repairman I		Mob. Equip. Repairman
Crane Repairman Expanded I & Crane Technician		Motor Inspector- (Crane Repairman)
Electronic Technician		Electronic Repairman

### VI-5.7

#### Tin Mill Division:

<u>New/Expanded Job</u>	<u>Filled From</u>	<u>Current Job</u>
Maintenance Mechanic I & Maintenance Mechanic II & Maintenance Technician		Millwright Pipefitter Welder

## APPENDIX VI

Maintenance Electrician I &  
Maintenance Electrician II

Motor Inspector
Motor Inspector (Crane Repairman)

Mobile Equipment Repairman I

Mobile Equip. Repairman

Electronic Technician

Electronic Repairman

VI-5.8

### Sheet Mill Division:

<u>New/Current Job</u>	<u>Filled From</u>	<u>Current Job</u>					
Maintenance Mechanic I & Maintenance Mechanic II & Maintenance Technician	<table border="1" style="border-collapse: collapse;"> <tr> <td>Millwright</td> </tr> <tr> <td>Pipefitter</td> </tr> <tr> <td>Welder</td> </tr> </table>	Millwright	Pipefitter	Welder	<table border="1" style="border-collapse: collapse;"> <tr> <td>Motor Inspector</td> </tr> <tr> <td>Motor Inspector- (Crane Repairman)</td> </tr> </table>	Motor Inspector	Motor Inspector- (Crane Repairman)
Millwright							
Pipefitter							
Welder							
Motor Inspector							
Motor Inspector- (Crane Repairman)							
Maintenance Electrician I & Maintenance Electrician II							
Mobile Equipment Repairman I		Mobile Equip. Repairman					

VI-5.9

### Steel Works No. 1 Division:

<u>New/Expanded Job</u>	<u>Filled From</u>	<u>Current Job</u>		
Maintenance Mechanic I & Maintenance Mechanic II & Maintenance Technician	<table border="1" style="border-collapse: collapse;"> <tr> <td>Millwright</td> </tr> <tr> <td>Pipefitter</td> </tr> </table>	Millwright	Pipefitter	
Millwright				
Pipefitter				

## APPENDIX VI

Maintenance Electrician I &  
Maintenance Electrician II

Motor Inspector

Bricklayer I

Bricklayer

VI-5.10

### Steel Works No. 2 Division:

<u>New/Expanded Job</u>	<u>Filled From</u>	<u>Current Job</u>
Pipefitter I		Pipefitter
Pipefitter - Welder		Pipefitter Welder (Optional)
Rigger I		Rigger
Rigger - Welder		Rigger Welder (Optional)
Crane Repairman I		Crane Rpmn. (Bullgang)
Crane Technician		Crane Repairman Welder (Optional)
Electronic Technician		Electronic Rpmn. Instrument Rpmn.

## APPENDIX VI

Carpenter I	Carpenter
Mob. Eqpmt. Rpmn I. (Garage)	M.E.R. (Garage)
Mob. Eqpmt. Rpmn I (Diesel Loco)	M.E.R. (Diesel Loco)
Refrigeration Rpmn I	Refrig. Rpmn.
Certified Welder I	Cert. Welder
Wireman Expanded I & Wireman - Welder	Wireman (Wire Gang) Welder (Optional)
Relay & Instrument Rpmn. Expanded I	Relay & Instrument Repairman
Maintenance Mechanic Expanded I Maintenance Mechanic Expanded II Maintenance Technician	Millwrights (Inc.) Erec. Mechanics, Car Repair, Boiler Repair, Equip. Repair & Pump & Turbo
Maintenance Electrician Expanded I Maintenance Electrician Expanded II	Motor Insp: Ctrl. Shop
Wireman (Breaker Gang) Expanded I	Wireman (Brkr Gang) - PH

## APPENDIX VI

### VI-5.11

3. Incumbents of the current maintenance jobs will be scheduled for training, to the extent practicable, in the order of their job service on their current job. Training of current craft incumbents for Expanded I level jobs, and training of current craft incumbents for Expanded II level jobs if on a departmental basis the Union agrees that progression to the Expanded II level is mandatory, will be given during an employee's scheduled hours of work and will be paid at the employee's regular rate of pay, however, the Company shall not be required to replace the employee who is receiving training. Current and future apprentices in the Apprenticeship Program will receive the same compensation as they have in the past, however, training for the Expanded I and II level jobs will be provided on the basis as set forth above for current incumbents.

Employees who believe that they are able to meet any of the qualifications of an expanded or multicrafted job for which they are eligible, may request to be tested by the Company prior to being trained. Tests will be developed, administered, and scored in a manner consistent with the procedures of the Apprenticeship Program, provided that, for employees who previously have qualified on a job, the Apprenticeship Committee may simply verify, as appropriate, the employee's qualifications

## APPENDIX VI

and credentials without formal test. An employee will receive a \$250.00 bonus, at each level, if he successfully completed all of the requirements for an Expanded I, II, or multicrafted level job. An employee will receive a \$500.00 bonus if he successfully completes all of the requirements for a multicrafted job where an Expanded II job does not exist.

VI-5.12

4. The parties, at the departmental level, will attempt to resolve all seniority issues which arise out of this reorganization. If a joint resolution is not reached, the Company, subject to the Union's right to file a grievance, may take the necessary action so long as it is consistent with the intent of this reorganization. In situations where it is identified in paragraph 2 as "optional" for employees on an existing job to progress to an expanded or multicraft job, if such employee elects to progress he will receive a new job date when he qualifies for the expanded or multicrafted job. In the event of layoffs due to business conditions or other reasons, such layoffs will be made under the terms of the Labor Agreement, provided that an employee at a higher level of an expanded or multicraft job shall not be presumed to be more qualified than an employee at a lower level of expanded or multicraft job, and provided that employees who are 55 years of age or older, or who

## APPENDIX VI

have 33 years of service as of the date of this Agreement, shall be laid off or retained solely on the basis of seniority.

### VI-5.13

5. No maintenance employee whose job is being expanded or multicrafted will be placed in layoff due to the efficiencies which result from this reorganization, provided that the parties recognize that layoffs may occur due to business conditions or other reasons not caused by the efficiencies created by this reorganization. Maintenance employees who the company determines are not needed to perform work in their regular sequence or department due to the efficiencies which result from this reorganization, may be assigned to fill known weekly temporary vacancies within the scope of the applicable Trade or Craft job anywhere within their respective Division.

### VI-5.14

6. As employees qualify on the expanded or multicrafted jobs, the Company may determine that the number of maintenance positions may be permanently decreased. If that occurs, the Company will declare the number of position reductions to be implemented and will offer the same number of 70/80 Retirements to employees in the affected sequence or sequences in the department. For

## APPENDIX VI

example, if 70/80 Retirements are offered as a result of efficiencies gained through the Maintenance Mechanic and Maintenance Technician jobs in a department, the 70/80 Retirement opportunities shall not be reduced until all employees, who are eligible for a 70/80 Retirement at the time they were offered by the Company, have been offered a 70/80 Retirement. A 70/80 Retirement will not be offered in the event an employee leaves the sequence through attrition (e.g., death, retirement, job bid) and is not replaced.

### VI-5.15

7. After one or more groups of permanent reductions have occurred in an assigned maintenance sequence pursuant to paragraph 6 above, the Company agrees to meet with the Union on a local basis to discuss the adoption of a full crew agreement applicable to that sequence. The purpose of any such agreement shall not be to limit the efficiencies which can be achieved through expanded and multicrafted jobs and all such agreements, to be effective, must be signed by the Manager - Industrial Relations.

### VI-5.16

8. This Agreement, which sets forth the entire understanding of the parties, is agreed to effective September 25, 1989.

## APPENDIX VI

VI-6.1

### 6. SUMMER HIRING PROGRAM

#### (Production and Maintenance)

This memorandum, made this 18th day of May, 1987, memorializes the agreement made by the Independent Steelworkers Union and Weirton Steel Corporation concerning the summer hiring program. It is agreed that:

1. All persons hired between May 17, 1987, and October 3, 1987, will be considered summer hires. Such persons will not accumulate permanent seniority status during the aforementioned time period.
2. All persons hired for the summer program must be either sons or daughters of active, deceased or retired employees of Weirton Steel.
3. Hires into the summer program will be selected via a lottery system. Applications will be numbered as they are received, and then drawn and ranked. Seventy-five (75%) percent of the summer hires will be selected from the applications of the sons and daughters of I.S.U. hourly employees, whether active, deceased or retired. Ten percent (10%) of the summer hires will be selected

## APPENDIX VI

from the applications of sons and daughters of the I.S.U. salary non-exempt employees, and fifteen percent (15%) from the applications of exempt and excluded salary employees, whether active, deceased or retired.

4. The rate of pay for summer hires will equal seventy percent (70%) or the amount a regular employee would have earned, e.g., a summer hire working a Job Class 1 or 2 will earn \$6.491 per hour.
5. Summer hires will be eligible for all contractually recognized pay additives (e.g., overtime, shift differential, etc.). These additives will also be paid at a rate equal to seventy percent (70%) of that to which a regular employee would be entitled.
6. Summer hires will be covered by the applicable workers' compensation statutes, but will not be eligible for coverage under any of the Weirton Steel Corporation's employee benefit plan, (e.g., hospitalization, major medical, life insurance, sickness and accident, pension, profit sharing, employee stock ownership plan, etc.); provided, however, the total amount of wages earned by summer hires performing production and maintenance unit work will be included in determining the portion of the Total Profit Sharing Amount to be allocated to the I.S.U. Hourly Pool.

## APPENDIX VI

7. If a continuing need for increased employment level exists at the end of the summer hire period, i.e., October 3, 1987, the regular hiring process will be utilized to fill that need. Summer hires will be given initial consideration in the regular hiring process. Employees hired after October 3, 1987, shall begin their probationary periods on the first day worked after October 3, 1987.

8. This Agreement will cover summer hiring for an initial term beginning May 17, 1987, and ending October 3, 1987. The Company and Union's Executive Committee may renew this Agreement from year to year by executing an extension agreement. Any extension agreement shall address the period of summer hiring program for that particular year and any other provision necessary for the implementation of the same.

### INDEPENDENT STEELWORKERS UNION

BY:

WALTER BISH, President

WEIRTON STEEL CORPORATION

BY:

WILLIAM C. BRENNEISEN

Director, Industrial Relations

## APPENDIX VI

### 7. SOCIAL SECURITY OFFSET PENSION UNDERSTANDING

VI-7.1

December 6, 1990

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Thompson:

This letter confirms our understanding concerning the calculation of pension benefits pursuant to the terms of the 1989 Collective Bargaining Agreement and the Weirton Steel Corporation Retirement Plan (the "Plan"). It was the understanding of the Company and the Union, during the 1989 labor negotiations, that the proposed regulations then in effect under the Tax Reform Act of 1986 precluded the continuation of the Social Security Offset Pension provided at Section III - 3(b) (2) of the Plan beyond December 31, 1989. Based on that understanding and not with any desire or intent to otherwise reduce benefits, the parties negotiated a transitional benefit pension formula and an increased percent pension formula. These formulas were designed to provide, to the maximum extent possible, that no participant retiring during the life of the agree-

## APPENDIX VI

ment would experience a decrease to the amount of pension determined under the Plan solely as a result of the elimination of the Social Security Offset Pension formula. Thereafter, additional regulations were proposed which permit a Social Security Offset Pension negotiated under a Collective Bargaining Agreement. As a result of the change in the regulations proposed with respect to collectively bargained plan, the Company and Union agree as follows:

Pursuant to the terms of the 1989 Collective Bargaining Agreement and the Plan, an increased percent pension and a transition pension as set forth in Attachment 31 to the Settlement Agreement, will be computed for any participant who is retiring or otherwise terminating his or her employment during the life of the Agreement. In addition, an increased minimum pension as set forth in Attachment 31 to the Settlement Agreement and a social security offset pension determined under the formula in effect on December 31, 1989, will be computed for any participant who is retiring or otherwise terminating his or her employment on or after January 1, 1990. The participant's monthly benefit shall be the highest of the four calculations.

Very truly yours,

## APPENDIX VI

W.C. Brenneisen

Vice President  
Human Resources

CONFIRMED:

Virgil G. Thompson, President  
Independent Steelworkers Union

VI-8.1

### 8. MISCELLANEOUS MATTERS

January 30, 1990

Mr. Virgil G. Thompson, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Thompson:

This letter confirms our understanding that the Company and the Union reached agreement on various matters which are reflected below:

A. The Company agrees to implement procedures to allow employees to prepare SUB application forms a convenient to their work site as practical.

## APPENDIX VI

B. The parties agree that a joint committee will study procedures that will enable the Apprenticeship Program to be improved and streamlined.

Very truly yours,

W.C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Virgil G. Thompson, President  
Independent Steelworkers Union

## APPENDIX VII

### MEMORANDUM OF UNDERSTANDING REGARDING MISCELLANEOUS MATTERS - 1993

#### I. JOB SECURITY AGREEMENT

##### VII-1.1

The parties to this Agreement reaffirm their commitment to achieve the ultimate goal of a strong, successful Weirton Steel Corporation which will offer secure, necessary jobs and secure pensions for our employees. As part of that commitment, the parties recognize that continued efforts to improve efficiency and productivity are necessary to assure the future of the Weirton Steel

## APPENDIX VII

Corporation.

In recognition of employee efforts to achieve the parties mutual goal of a strong successful Weirton Steel Corporation, it is agreed as follows:

- I. Upon ratification of the September 14, 2001 Labor Agreement (hereinafter the effective date) the Company agrees that hourly employees shall not be subject to layoff from the Company except as provided below. The number of hourly employees who shall not be subject to layoff from the Company for the remainder of the 2001 Agreement is the number of employees who would have been entitled to the protection of the Job Security Agreement as of May 31, 2001 minus 372 (or a higher number if the minimum number of reductions is exceeded). It is understood that the number of employees entitled to these protections shall remain as set forth above for the life of the Agreement but that the identity of those protected will change as attrition occurs.**
  
- II. The no-layoff protection described in Part I above shall not be applicable under the following circumstances:**

## APPENDIX VII

- A. Prime monthly shipments to customer are less than 175,000 tons for two consecutive months, or
  - B. The Company is not profitable, as determined on a quarterly basis, for one (1) quarter. The protections will be reinstated after one (1) profitable quarter, or
  - C. Financial or natural disaster, or
  - D. Labor disputes by other unions that significantly affect Company operations. The protections will be reinstated upon resumption of the disrupted activity or supply (reasonable time), or
  - E. Breakdowns or outages to major operating units that are expected to exceed two (2) weeks, or
  - F. Bankruptcy.
- III. Company recall rights will not be broken for the term of the 2001 basic Agreement. However, no employee on layoff will accrue seniority or pension service except as currently provided in the basic Agreement and Retirement Plan.

## APPENDIX VII

- IV. Nothing herein shall limit the parties right to agree to short-term layoffs pursuant to Appendix II - 23.1.
- V. The Company may, in its sole discretion, offer short term layoffs for up to ninety (90) days in those instances where the Job Security Agreement would not otherwise permit layoffs. The Company will reimburse the SUB fund on a dollar-for-dollar basis for any benefits paid from the SUB Fund to employees who accept short term layoff under this circumstance.
- VI. Any employee hired after January 1, 1997 will not be covered by the Job Security Agreement until the employee has completed 10,000 hours of active work.
- VII. When the no-layoff protections of the Job Security Agreement are in effect, the Company agrees to hire additional employees (within a thirty (30) day time period) if the number of active employees falls below the job security number described in I. above.**

### 2. KNOWN TEMPORARY CRAFT VACANCIES

## APPENDIX VII

### VII-2.1

Where it is necessary to fill individual known temporary craft vacancies of five (5) days or more from outside the sequence, such vacancies shall be filled in the following order:

- (1) Reduced incumbents of the same craft;
- (2) Reduced incumbents of a like craft. For purposes of this Agreement, "like craft" means:
  - a. Riggers, Welders, Pipefitters, Maintenance Mechanics, and Mobile Equipment Repairmen.
  - b. Wiremen, Maintenance Electricians, Electronic Technicians, and Motor Inspectors (Crane Repairmen).

Journeymen promoted to fill known temporary craft vacancies shall be paid at the standard rate (plus any applicable expanded rate) for the vacant job. An apprentice promoted to fill known temporary craft vacancies shall be paid at the job class attained in his/her incumbent craft plus the incentive rate applicable to the vacant job.

Incumbents of a same or like craft who are reduced from their incumbent sequence shall be required to fill known temporary craft vacancies in the same or like craft when the Company determines it is necessary to

## APPENDIX VII

fill such vacancies, regardless of any practices regarding the assignment of laborers to the contrary, until such time as it is demonstrated that known temporary craft and production vacancies are being proportionately filled.

A journeyman who accepts a permanent bid in a like craft, shall be paid the standard rate (plus any applicable expanded rate) subject to the terms and provisions of the Apprenticeship Standards. An apprentice who accepts a permanent bid in a like craft, shall be paid at the job class attained in his/her former craft plus the incentive rate applicable to the bid job subject to the terms and provisions of the Apprenticeship Standards.

**A former incumbent journeyman (limited to those who were journeymen after the effective date of the 1989 Agreement) who accepts a permanent bid in a like craft shall be paid the standard rate (plus any applicable expanded rate) subject to the terms and provisions of the Apprenticeship Standards.**

Incumbents of the like crafts identified in (2) above shall be considered qualified and entitled to replace junior employees in the like craft(s) in the event of a departmental reduction or company layoff as provided in Article VIII.

## APPENDIX VII

### 3. EARNINGS PROTECTION FOR JOB ELIMINATIONS

#### MEMORANDUM OF UNDERSTANDING EARNINGS PROTECTION PLAN FOR PERMANENT JOB ELIMINATIONS

##### VII-3.1

The Company and Union agree that where permanent job eliminations result in an incumbent being reduced from his/her home sequence, such incumbent shall be eligible to receive a quarterly income benefit (QIB) for all hours worked. The base rate shall be the employee's incumbent job classification plus an average rate of incentive determined by the calendar year immediately preceding the sequential reduction. If the employee worked as a crew chief for a majority of the time during the base rate period (one calendar year) his/her incumbent job shall be considered to be crew chief.

**Any QIB payable in accordance with the terms of this understanding will be included in calculating earnings for the purpose of regular vacations.**

Eligibility for these benefits shall be subject to the disqualifying provisions set forth in marginal paragraphs

## APPENDIX VII

2.123 to 2.127. In addition, eligibility shall cease upon the employee's recall to his/her home sequence on other than a temporary basis.

The provisions of the Earnings Protection Plan found at Article II - Section P. of the basic Agreement, as amended during the 1993 negotiations, shall remain applicable to all other qualifying situations.

#### 4. AGREEMENT/STATUS OF PROFIT SHARING PLAN

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: PROFIT SHARING PLAN  
VII-4.1

Dear Mr. Glyptis:

This letter is to confirm the parties agreement concerning the status of the Profit Sharing Plan. The Company and the Union agree that the Profit Sharing Plan, as amended by the parties in 1989, shall remain in force and effect through the expiration of the 1993 Basic Labor Agreement.

## APPENDIX VII

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

### 5. RECORDING CALLS/SENIORITY

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: BIDDING RECORDS  
VII-5.1

Dear Mr. Glyptis:

This is to confirm our agreement regarding the recording of calls made when filling bids. It is agreed that seniority clerks will record the date and times when such calls are made or received in connection with filling bids.

Very truly yours,

## APPENDIX VII

William C. Brenneisen

Vice President  
Human Resources

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

### 6. ABSENTEEISM POLICY

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: ABSENTEEISM POLICY  
VII-6.1

Dear Mr. Glyptis:

This is to confirm our agreement during the 1993 negotiations that employees subject to a disciplinary suspension under Step III of the Absenteeism Policy may elect to seek appropriate counseling/treatment through the Weirton Steel Corporation Employee Assistance Program in lieu of serving the disciplinary suspension. Such an election shall not affect the employee's status within the Absenteeism Policy nor shall it bar the

## APPENDIX VII

employee's right to contest the basis for application of the Absenteeism Policy through the parties grievance procedure including arbitration.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:  
Mark Glyptis, President  
Independent Steelworkers Union

### 7. INSPECTION COMMITTEE

VII-7.1

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mark:

This is to confirm our agreement that a Joint Committee be established to receive and review reports of inspection, recommendation, and repair on cranes, girders, columns, pipe bridges and electrical towers. The Committee shall be co-chaired by the Manager of

## APPENDIX VII

Safety and Union Safety Coordinator.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

WCB:sf

CONFIRMED:

Mark Glyptis, President

Independent Steelworkers Union

### 8. MULTICRAFT QUALIFICATIONS/SENIORITY

Mark Glyptis, President

Independent Steelworkers Union

2971 West Street

Weirton, WV 26062

RE: MULTICRAFT QUALIFICATIONS/SENIORITY

VII-8.1

Dear Mr. Glyptis:

It is agreed, for purposes of existing agreements on job preference, turn preference, and reduction, that an employee at a higher level of an expanded or multicraft

## APPENDIX VII

job shall not be presumed to be more qualified than an employee at a lower level of the expanded or multi-crafted job. To the extent that seniority is presently the sole criteria for assignment and reduction, it shall remain so.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:  
Mark Glyptis, President  
Independent Steelworkers Union

### 9. PROVISIONAL PAYMENT OF S&A BENEFITS

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: PROVISIONAL PAYMENT OF S&A BENEFITS

VII-9.1

Dear Mr. Glyptis:

## APPENDIX VII

This is to confirm the parties agreement regarding the provisional continuation of Sickness and Accident Benefits to an individual who has applied for Total and Permanent Disability Benefits under the Program of Insurance Benefits, Section I. - Employee Life Insurance.

Effective upon the ratification of the 1993 Agreement, it is agreed that Sickness and Accident Benefits shall not be automatically terminated upon the filing of an application for Total and Permanent Disability Benefits by an otherwise qualified individual. Sickness and Accident Benefits will be provisionally continued until such time as a determination is rendered on the individual's initial application provided all conditions for the payment of such have been satisfied under the Program of Sickness and Accident Benefits (other than physician certification that the employee will be able to return to work) and, in addition, provided such individual makes satisfactory arrangements with the Company to assure that any overpayment of weekly benefits which may result will be repaid. In the event the individual's application for Total and Permanent Disability Benefits is granted, the provisional Sickness and Accident Benefits paid pursuant to this agreement shall be considered an overpayment and will be repaid by the individual to the Company.

## APPENDIX VII

Nothing herein shall be interpreted to change the rules for eligibility, filing, duration, or amount of benefits paid under the Program of Sickness and Accident Benefits.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

WCB:sf

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

### 10. PHYSICAL THERAPY HOURS

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: PHYSICAL THERAPY DEPARTMENT

VII-10.1

Dear Mr. Glyptis:

## APPENDIX VII

The Company has currently expanded the hours of the Physical Therapy Facility from 7:30 a.m. to 3:30 p.m. to 7:00 a.m. to 5:00 p.m. Employee usage of the Facility during this trial period will be monitored and recommendation will be made at the end of February 1994 as to the most efficient hours. The analysis and recommendation will be given to the Union and, upon the request of either party, the Company and Union shall promptly meet and discuss the same.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

### 11. FAMILY AND MEDICAL LEAVE ACT

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

## APPENDIX VII

### RE: FAMILY AND MEDICAL LEAVE ACT VII-11.1

Dear Mr. Glyptis:

This is to confirm the parties understanding reached during the 1993 negotiations concerning the implementation of the Family and Medical Leave Act of 1993 (FMLA). The Company and Union recognize the obligation to comply with FMLA and agree that the 1993 Agreement will be applied in a manner which is consistent with the requirements of FMLA.

The Company will implement its FMLA policy. It is understood that this implementation shall be without prejudice to the rights and obligations of the parties under the 1993 Agreement and related benefit plans.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:

Mark Glyptis, President  
Independent Steelworkers Union

## 12. TRANSITIONAL WORK

## APPENDIX VII

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: TRANSITIONAL WORK  
VII-12.1

Dear Mr. Glyptis:

This is to confirm the parties agreement that the Health Care Advisory Committee shall recommend by January 1, 1995, a Transition Work Program to facilitate the early return of employees with a disability to gainful employment. It is agreed that the recommendation will limit placement of an employee in the transitional program to 180 days and that eligibility for jobs identified within the program shall be without regard to seniority or bargaining unit jurisdiction. It is further agreed that such placement shall be limited to new jobs or existing jobs not currently being performed.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:  
Mark Glyptis, President

## APPENDIX VII

Independent Steelworkers Union

### 13. POS PLAN MAXIMUM BENEFIT

December 16, 1993

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: POS PLAN MAXIMUM BENEFIT  
VII-13.1

Dear Mr. Glyptis:

This letter will confirm our understanding that the Company will ensure that no active employee will incur personal liability during the life of the 1993 Agreement due to the receipt of in-network, covered medical services which exceed the plan maximum benefit. In addition, effective January 1, 1995, the Company will ensure that no retiree covered by the POS Plan will incur personal liability during the life of the 1993 Agreement due to the receipt of covered medical services which exceed the plan maximum benefit for retirees.

Very truly yours,

William C. Brenneisen

## APPENDIX VII

Vice President

Human Resources

WCB:sf

CONFIRMED:

Mark Glyptis, President

Independent Steelworkers Union

### 14. MISCELLANEOUS MATTERS

VII-14.1

Mark Glyptis, President

Independent Steelworkers Union

2971 West Street

Weirton, WV 26062

Dear Mr. Glyptis:

This letter confirms our understanding that the Company and Union reached agreement on various matters which are reflected below:

- A. The parties agree that the Company will continue all wages, benefits, and other working conditions previously agreed to by the parties and incorporated into prior agreements except as eliminated, modified, or amended in the 1993 Agreement.

## APPENDIX VII

- B. The parties have agreed that the Company will advise all affected ESOP participants, in writing, of their legal right to a partial direct rollover to an individual retirement account. A News and Views presentation will be prepared to explain the participant's right to the rollover. In addition, the Company will provide a form suitable to accomplish such a rollover with pertinent instructions. This resolution is subject to the approval of the ESOP Administration Committee.
  
- C. The Company agrees not to expand the number of jobs on a bid sheet after posting provided, however, the Company retains the right to reduce the number of jobs on a bid sheet.
  
- E. The parties agreed that effective September 1994, all craft instructors will be active hourly employees. However, this agreement does not apply where training is being provided to non-Company employees.
  
- H. The parties agree that quarterly sign-ups will be available under the 401K Plan.
  
- K. The Company agrees to establish a long term disability plan by May 30, 1998, if it can be under-

## APPENDIX VII

written. All expenses associated with the proposed plan shall be born solely by the plan participants.

- R. The parties agree that Worker's Compensation benefits will be advanced at Sickness and Accident rates within four (4) weeks of the employee's application for Workers' Compensation benefits.
- S. The parties agree, that the Company's liability for retiree health care to employees retiring after the date of ratification of the 1993 Agreement will be capped at three (3) times the Company's 1993 cash costs for retiree health care.
- T. The parties agree that the Social Security Offset Pension Understanding reached during the 1989 negotiations shall be extended for the life of the 1993 Agreement.

Very truly yours,

William C. Brenneisen  
Vice President  
Human Resources

CONFIRMED:  
Mark Glyptis, President

## APPENDIX VII

Independent Steelworkers Union

## APPENDIX VIII

### MEMORANDUM OF UNDERSTANDING REGARDING MISCELLANEOUS MATTERS - 1996

#### 1. CONTRACTING OUT

The Company will commit, during the life of the 1996 collective bargaining agreement, to use its current employees to perform trade and craft construction and maintenance work which has a cost of under one million dollars (labor and materials for the entire project) within the plant, provided its employees and the Company have the necessary expertise and equipment to perform such work in a timely and efficient manner, and further provided that agreements can be reached on all subjects:

- A. Dollar Threshold - The cut off point for "contracting in" is projects of less than one million dollars, adjusted to \$1,250,000 effective September 26, 1999. The performance of projects of this size should provide for the increased utilization of maintenance employees in an effective manner.

## APPENDIX VIII

- B. The term "contracting in" shall mean the assignment of projects to Weirton Steel maintenance employees for performance within the plant which might otherwise be contracted out to other companies or suppliers.
- C. Examples of the types of work to be contracted in:
1. Structural work.
  2. Pipe installations and repairs.
  3. Form work, cement work and general carpentry.
  4. Wiring and conduit work.
  5. Field welding requirements work.
  6. Sheet/Roofing.
  7. Sluiceway Repairs.
  8. Spray Wiring Trays.
  9. Portable Power Washing.
  10. Rubber Installations (Tomahawk) Pickler Tanks.
  11. ShotKrete - Castables Installations (BF) Casthouse T. Bottles.
  12. Stress relief of field welds.
  13. Slurry trucks (subject to a 30-day evaluation following the date of ratification).
  14. Runner covers (2 trial runner covers will be fabricated and in place within six (6) months

## APPENDIX VIII

following the date of ratification to be followed by an evaluation of in-house fabrication and repair versus purchased disposable cover).

15. Ice and Snow Removal (to the extent reasonable with existing equipment).
16. The Company will study its full time intramill trucking within twelve (12) months of ratification. The work will be assigned to bargaining unit employees if the study demonstrates a cost reduction to the Company after consideration of the seven (7) factors set forth in the Memorandum of Understanding Concerning Joint Review of Outsourcing. This offer is conditioned upon the Union agreeing to exclude refuse collection (BFI) from the Contracting In obligation.

D. In addition, the Company and the Union agree that certain jobs which are unknown or unanticipated and were not discussed and reviewed during these negotiations may as well be determined to be inappropriate for "contracting in". The basis on which the contracting in would not occur is that if the Company does not have at the time the need arises the necessary expertise and/or equipment to perform the work in a timely and efficient manner.

## APPENDIX VIII

Where the unanticipated need for a service occurs on a repetitive basis and would provide business justification for the appropriate training and/or obtaining the equipment, then the Company shall consider developing the expertise and available equipment to include that specific task in the "contracting in" commitment. It is further agreed that any exception advanced on the part of the Company under this analysis of unanticipated construction or maintenance tasks under this provision would only be approved for contracting out upon the authorized signature of the Executive Vice President of Operations.

- E. The parties further agree that where Weirton Steel craft employees are fully deployed (no employees on reduction from crafts or on layoff from the Company) and the work required to be done, if not done, would likely result in loss of productivity or place any corporate assets at risk, the Company shall have the right to have the work performed on a timely basis from whatever source available, without regard to any commitments herein. In emergency situations, the Company shall arrange to have the work performed in whatever manner necessary. The fact that Weirton Steel craft employees are working a minimum of 40 hours per

## APPENDIX VIII

week shall not be dispositive with respect to the application of this provision.

- F. Projects which exceed the applicable threshold (labor and materials) shall be considered major work under the current contracting out provision and the Union shall have an opportunity to be heard and participate in an analysis of the specifications in order to competitively bid on the project. However, the fact that no employees in the primary or like craft are on layoff shall be considered but shall not be dispositive with respect to the application of this provision.
- G. The Union recognizes that in order to meet the commitment of completing all of the work which is identified for contracting in this agreement that various operations and planning changes will be required (moving of down days, etc.).
- H. The terms of this agreement shall supersede the terms of Article XIX to the extent such terms conflict or are inconsistent. The terms of Article XIX shall remain applicable in all other situations.
- I. Exceptions to the above general descriptions of contracting in shall be work which has not been per-

## APPENDIX VIII

formed by bargaining unit maintenance employees on more than two occasions since January 1, 1993 and the work listed on Exhibit A.

- J. As a result of this agreement the parties agree that the Weirton First Memorandum (including the special craft jobs security provisions) will be replaced with Memorandum of Understanding Concerning Joint Review of Outsourcing.
  
- K. The Union agrees to the terms of the Implementation of Universal Maintenance flexibility and "Contracting In" Settlement Proposal attached hereto as Exhibit B.

### EXHIBIT A TO CONTRACTING OUT SETTLEMENT

#### COMPANY'S "CONTRACTING IN" PROPOSAL EXAMPLES OF EXCEPTIONS TO COMMITMENT

1. Vulcanizing
2. Fiberglass
3. Drying of BOP Ladles
4. Asbestos Removal (Subject to current asbestos investigative teams work practices and decisions)
5. Service Technicians

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6. Engineering Services
7. Stitch Welding (Mechanical Attachment)
8. M.Q.S./X-Ray Welds on Boilers
9. Air Compressors (Where maintenance contracts exist, warranty work, major repairs/rebuilds)
10. River Work Involving Derrick
11. Rubberizing/Group - a material for picklers
12. Painting and Sandblasting (Except work currently performed by bargaining unit employees)
13. Field Machining (Where expertise and equipment does not presently exist)
14. Hazardous Waste Transportation and Removal
15. Coke Unloading and Coke Sampling
16. Haulcher Rerailing Service
17. Weed Control
18. Dynamite Blasting
19. Warranty Work
20. Pressure Grouting
21. Paving (Exclusive of patching not requiring a paving machine)
22. Cleaning Walking Beam Furnace (Exclusive of when the furnace is cold)
23. Core Drilling
24. Equipment Repairs - (Continue to do Mobile Equipment Repairs being performed today. Mobile Equipment Repairman to work with vendor or technical representative when contracting is

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necessary)

25. Fosbel Spray BOP (Proprietary)
26. Refuse Collection (Currently performed by BFI)
27. Pipe Flushing (When fitting is being performed by Weirton Steel employees)
28. Rail Certification of Scales
29. Grant-O-Matic Service
30. I.M.S. Service
31. Pressure Washer Truck Service
32. Remcor (The Company agrees to three employees plus one Crew Chief per turn in the Lab after the successful implementation of the automated Lab).
33. Porta-John Services
34. Robinson Pipe
35. Strauss. (The Company agrees to retain the current two (2) incumbents (Maintenance Mechanics) of the salvage crew so long as Strauss performs demolition on the plant premises).
36. Calgon Services
37. Slag Pot Carrier
38. Anthony Crane Service
39. Refractory Standing Contracts

### EXHIBIT B TO CONTRACTING OUT SETTLEMENT IMPLEMENTATION OF UNIVERSAL

## APPENDIX VIII

### MAINTENANCE FLEXIBILITY AND "CONTRACTING IN" SETTLEMENT

In order to capitalize on the efficiencies and productivity contemplated by the Company's Universal Demands while at the same time creating the flexible workforce necessary to meet the Company's obligations contemplated under its Contracting In proposal, it is first necessary to redeploy the Company's maintenance forces.

1. Operation Services establishes Area Shops (Tin, Strip Steel, etc.)
  - Relatively stable level of manning. Everyone else in Operation Services will be assigned in accordance with Universal II (1).
  - Those people who work in the reduced assigned areas will be flexible in accordance with Universal I and II (2) for the specific occasions listed and in accordance with Universal II (3).
2. Redeployment/Reassignment to Operation Services.
  - Incumbents displaced by reassignment will be assigned to the Operation Service Shop which corresponds to their craft or like craft and will be

## APPENDIX VIII

considered as incumbents for purposes of scheduling, assignment and overtime. However, such displaced incumbents shall retain all bidding rights which they presently enjoy in their home department.

- Reassignment to Operation Services will initially occur on a volunteer basis. Any reassignment shortfalls from a particular area will be made by reducing the junior incumbent to Operation Services. All incumbents under this provision shall be considered to be reduced from their home department.
- Permanent vacancies which arise in the assigned areas will be filled by recall of otherwise eligible incumbents displaced from the assigned area.
- Where work is available for a full week in an assigned area, an attempt will be made to schedule those displaced area incumbents who are qualified to perform such work to the area.
- Incumbents displaced under this reassignment procedure will continue to be paid their current rate.
- Laborers may be assigned to perform maintenance support in accordance with the flexibility contem-

## APPENDIX VIII

plated by Universal Demand II to the full extent of their capabilities.

- Official starting and quitting times for all employees may be established and changed by management.
- Inasmuch as this proposal contemplates the reassignment of personnel to Operation Services, 70/80 Early Retirement Opportunities shall not be made available for the difference between any "cap" numbers previously established and the number of permanent bids which currently exist. The parties agree that redeployment of assigned maintenance personnel to Operation Services shall be considered to have satisfied any obligation to post bids.

### 2. JOINT REVIEW OF OUTSOURCING

To the extent contemplated by this Memorandum, the Company is committed during the term of the 1996 Labor Agreement to the goal of insourcing work which has been previously performed by Bargaining Unit employees, provided that the justification (economic savings for the Company) is verified after full and complete financial analysis. Accordingly, the parties agree to evaluate whether bargaining unit employees can perform, on a competitive basis, items of work which the

## APPENDIX VIII

Company has traditionally contracted out for performance outside the plant ("outsourcing"). The Committee's initial work will be to evaluate 21 items of work listed on the Union's Insourcing Proposal, dated January 7, 1997, within 24 months after the ratification of the 1996 Basic Labor Agreement. To that end, the Committee shall prioritize the work to be evaluated based upon its potential value to the parties and establish timetables for the completion of each evaluation.

In order to accomplish this goal, there shall immediately be established the "Insourcing Committee." The committee shall consist of three (3) representatives of the Union and three (3) representatives of the Company. The Company representatives shall be three (3) senior members of management including the Vice President - Human Resources and Corporate Law, the Union representatives shall be the Union President, and (2) members of the Executive Committee to be designated by the Union President. Upon agreement of the Committee's co-chairmen, the Union representative from an affected area being examined by the Committee may attend the Committee's meeting. However, the representative will not be considered to be a member of the Committee nor shall the representative be entitled to disclosure of confidential information of the Company which is relevant to the Committee's work.

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The Committee's primary task will be to review the items of work being outsourced for the purpose of determining whether such work can be timely, efficiently, and competitively performed by bargaining unit employees. The Committee shall establish the procedures and time frame for conducting this review. The Committee shall be provided with all information necessary to perform its tasks in a timely fashion. It is understood that where this information includes information considered confidential or proprietary by the Company, such information shall not be disclosed to any person, party or organization outside the Committee except with the written authorization of the Vice President - Human Resources and Corporate Law.

In performing this review, the Committee shall consider the following factors:

1. The impact on the bargaining unit.
2. Whether bargaining unit employees who are qualified to perform the work are on layoff.
3. All proposals made by the bargaining unit to allow the work to be performed as efficiently by employees.
4. The comparative costs of all alternatives known to the Committee.

## APPENDIX VIII

5. The time frame in which the work should be completed.
6. The availability of required capital or equipment.
7. Whether the work is covered by a warranty that is necessary to protect the investment.

In the event that the Committee's analysis determines that work currently being outsourced cannot be competitively performed by bargaining unit employees, the Committee shall examine any restrictive practices, work rules, seniority constraints, or established pay practices, which preclude the competitive utilization of bargaining unit employees and fully consider any Union proposals to relax the same. An additional analysis of work which the Committee determines cannot be competitively performed by bargaining unit employees may occur in the event of a material change in the underlying basis for the initial analysis.

All disputes over whether outsourced work should be insourced, with or without the relaxation of restrictive practices, work rules, seniority constraints, or pay practices, shall be subject to resolution in accordance with Article XIX, Article IX, Section D. - Grievance procedure and Section H. - Regular Arbitration in an expedited manner.

## APPENDIX VIII

It is understood that the activities of the Insourcing Committee shall not replace or eliminate the parties' current rights and obligations under Article XIX - Contracting Out. Further, it is also understood that the Company intends to continue to use bargaining unit employees, where it believes to be appropriate, to perform inspection work on jobs that have been contracted out.

### 3. WELD SHOP

#### MEMORANDUM OF AGREEMENT WELD SHOP

This Agreement, effective the 30th day of May, 1997, is between the Weirton Steel Corporation (hereinafter the "Company") and the Independent Steelworkers Union (hereinafter the "Union").

WHEREAS, the Company and the Union desire to maximize the efficiency and productivity of the Weld Shop and the Company's fabrication facilities;

WHEREAS, the Company and the Union desire to minimize the impact of the transition on Weld Shop employees;

NOW THEREFORE, the Company and the Union

## APPENDIX VIII

agree as follows:

FIRST. In order to allow for the full implementation of the parties' intention, the Company and Union agree that all current Weld shop Memorandums of Understanding, verbal agreements, past practices, perceived past practices, customs, work assignments, scheduling overtime practices, preference assignments and/or overtime distribution procedures shall be considered null and void upon the effective date of this Agreement except as to any such memorandums, agreements, practices, customs, or procedures which the Company, in its sole discretion, specifically declares will remain in effect, as represented by Exhibit A.

There shall be no restrictions in assignment, restrictive work rules or practices upon the effective date of this agreement unless and until such are thereafter agreed to by the Parties, reduced to writing, and signed by the Area Manager - Operation Services, the Director of Industrial Relations, the Executive Vice President of Human Resources and Corporate Law, the Union's Steel Works 2 Division Officers, and the Weld Shop Union Steward. However, turn preferences shall be maintained. The Company will attempt to respect existing job preferences except where management determines that such will detract from the performance of

## APPENDIX VIII

Weld Shop work in an efficient and competitive manner.

SECOND. All current Operation Services welders (7) will have an opportunity to multicraft as either a rigger-welder, pipefitter-welder or, where applicable, as a Certified Maintenance Technician. A welder who successfully completes multicraft training will receive a six (6) job class pay increase. Certified Welders must multicraft as a Certified Maintenance Technician to receive the six (6) job class pay increase (four (4) class increase for Certified Expanded I Welders).

THIRD. The Company agrees to retain a minimum of eight (8) welders, which shall reduce to a minimum of seven (7) when the current incumbents identified in Exhibit B are reduced to seven (7) employees by attrition, to perform fabrication work and all other Weld Shop duties (unless they are performing a "field" installation). All other welders associated with the fabrication shop may be assigned to work in the "field" or in the fabrication shop, as determined solely by management.

FOURTH. The names of all current incumbents of the Weld Shop are set forth on Exhibit C attached to this Agreement. The Company agrees that these employees, with the exception of ten (10) job eliminations associat-

## APPENDIX VIII

ed with the 1996 Universal negotiations, shall be permanently reduced from the Weld Shop by attrition (retirement, quit, discharge, death, permanent transfer out of the department, loss of recall rights, etc.) to the number of employees determined by the Company to be necessary to perform Weld Shop work in an efficient and competitive manner. In this regard, the parties agree that repair and fabrication work which is being outsourced will be closely examined by the Insourcing Committee for the purpose of determining whether such work can be timely, efficiently, and competitively performed by Weld Shop employees. This agreement shall not be construed to prohibit a reduction in force at the Weld Shop due to business conditions or other reasons not caused by the efficiencies set forth in Paragraph FIRST of this Agreement. In addition, this Agreement shall not be construed as a full crew agreement.

FIFTH. In consideration of the promises and benefits provided in SECOND, THIRD, AND FOURTH above, the Union agrees that it shall not file, cause to be filed, aid, encourage, support, or condone any grievance which contests the outsourcing of repair and fabrication work under any provision of the basic labor agreement except as such may be allowable under the terms of the parties' 1996 agreement on the Insourcing Committee or the terms and conditions contained in this

## APPENDIX VIII

Memorandum.

**SIXTH.** This Agreement constitutes the final written expression of the parties' agreement, and any statement, oral or written, that differ from the terms of this Agreement shall have no effect.

### EXHIBIT "A" TO WELD SHOP AGREEMENT

As a result of our discussions on January 19, 1997, the Company has provided below a listing of memos or provisions of memos which remain valid. All other memo, etc., in conjunction with paragraph FIRST in the Weld Shop Agreement are voided.

- Memorandum 2-10-700-5, dated August 10, 1980, is intact except for provision 6.
- Memorandum 2-06-100-4.1, dated September 2, 1990, will remain intact in its entirety.

1/19/97

## APPENDIX VIII

### EXHIBIT "B" TO WELD SHOP AGREEMENT

		<u>Badge #</u>
Sheet Metal/Utilityman	E. Delancey	20517
Burning Machine	J. Ellek	20954
Layerout	H. Pauchnik	20555
	L. Tomshack	24208
	S. Oliver	20896
	J. Bilderback	20552
	L. Alkire	25283
	K. Jones	26656
	J. Edgell	24223
	H. Lasure	23149
	N. Marinacci	25937

### EXHIBIT "C" TO WELD SHOP AGREEMENT CURRENT WELD SHOP INCUMBENTS

<u>Badge</u>	<u>Name</u>	<u>Badge</u>	<u>Name</u>
25283	Alkire, Larry D.	20392	Bloomer, D.T.
29611	Allen, Charles J.	23068	Bodo, Fred R.
26543	Amos, William A.	26434	Boyce, Terry
20527	Barnett, J.D.	23304	Brownless, DR
29532	Bigler, Michael R.	23367	Cline, T.L.

## APPENDIX VIII

<u>Badge</u>	<u>Name</u>	<u>Badge</u>	<u>Name</u>
20552	Bilderback, J.B.	27527	Cline, T.E.
29567	Clouston, B.L.	26541	Kuntz, S. P.
28820	Cowser, Charles D.	29631	Kuntz, W.D.
29522	Davis, Robert L.	20503	Lancaster, A.
20517	Delancey, E.M.	20514	Lastoria, G.C.
24223	Edgell, James H.	23149	Lasure, H.L.
20954	Ellek, John M.	25937	Marinacci, N.
29518	Everhart, R.L.	29520	Maximovich, J.
60307	Fetty, R.L.	20859	Mentzer, D.T.
23267	Fisher, Archie R.	26413	Metheny, H.W.
20400	Frank, Dennis P.	20507	Miller, M.E.
25286	Fuller, M.	20597	Murray, L.J.
27564	Gaumer, Jay T.	20680	Myers, J. P.
18142	Gilliam, Larry D.	20340	Neeley, P. R.
26438	Gilmore, Daniel P.	20356	Nemeth, J. R.
20424	Hall, Donald R.	20746	Oblockovich, S.
29513	Harris, Lewis E.	20339	Ogle, K.C.
82528	Hooker, Ronald L.	20896	Oliver, S.J.
82541	Huber, Fred A.	20555	Pauchnik, J.G.
20759	Hughes, Ricky L.	26675	Pavel, John J.
29514	Ivill, David L.	20696	Peter, W.N., III
25686	Jeter, Beverly J.	25627	Petry, Larry
26651	Jones, Gary W.	22209	Porco, F. M.
26656	Jones, Kenneth	80434	Robson, R.W.
29755	Jones, Larry A.	20536	Sherasky, J.M.
20895	Kopa, David	62171	Smith, Jay W

## APPENDIX VIII

<u>Badge</u>	<u>Name</u>	<u>Badge</u>	<u>Name</u>
23178	Sudvary, Charles J.	20438	Todd, P.L., Jr.
20803	Svokas, Nicholas G.	24208	Tomshack, L.

### 4. CRAFT JOB SECURITY

In the event that WSC craft employees are on layoff from the Company while craft employees of outside contractors are in the plant performing the same craft functions and duties which would otherwise be performed by the employees for whom this protection is provided, on trade and craft construction and maintenance jobs which are less than \$3,000,000 unless the work is on the exclusion list attached to the 1996 Contracting In Agree, the Company will recall WSC primary craft employees **to their craft** from layoff who would otherwise have been assigned to work. The number of employees protected by this guarantee shall not exceed the lesser of the number of outside contractor craft employees of similar skill and job content, or alternately, exceed the number of primary craft employees who are on layoff. The determination of the primary craft recipients of this protection shall be determined by the Company and Union on a case by case basis.

## APPENDIX VIII

### 5. VIBRATION ANALYSIS

Four (4) Weirton Steel Employees (2 of which will be from Turbo Repair) will be afforded the opportunity to replace Level I C.S.I. employees to perform vibration analysis for a 2-year trial period to ensure that the program is effective. The replacement program will be evaluated by Management at the end of the trial to determine whether it will be continued.

- Employees assigned to vibration analysis will be expected to perform any necessary functions and may be assigned to any area of the mill as determined by Management.
- Employees will be required to successfully complete a basic knowledge test.
- Employees will be required to remain on the job for three (3) years for Level I and three (3) years for Level II.
- Employees will be periodically evaluated for skill level and productivity.

### 6. MISCELLANEOUS MATTERS

## APPENDIX VIII

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, West Virginia 26062

Dear Mr. Glyptis:

This letter confirms our understanding that the Company and Union reached agreement on various matters during the 1996 negotiations which are reflected below:

- A. The Company agrees to enter into negotiations with Blue Cross/Blue Shield with the goal of establishing standards for the following: (a) claims accuracy percentage, (b) member satisfaction, (c) incurred claim costs, (d) medical management, and (e) member education.
  
- B. The current POS in-network deductible only (\$150 individual/\$300 family) will be reduced to \$0, effective January 1, 1998.
  
- C. Cardiac rehabilitation provided in a hospital setting will be covered under the POS plan subject to any applicable deductible, effective upon the later of the date of ratification or June 1, 1997.

## APPENDIX VIII

- D. Psychiatric Care will be revised to pay 100% for up to 40 annual outpatient visits (in-network) and \$25 per outpatient visit up to 20 annual visits (out-of-network) after payment of the applicable deductibles, effective upon the later of the date of ratification or June 1, 1997. The Company will apply these coverage limits to any referrals from the EAP.
  
- E. A POS plan participant can go to the OB/GYN without a PCP referral for OB/GYN services only, effective upon the later of the date of ratification or June 1, 1997. The \$15 co-payment for an annual OB/GYN physical is unchanged. With respect to treatment by a network OB/GYN for OB/GYN services without a PCP referral, a \$10 co-payment will be payable for each initial diagnostic evaluation. Until January 1, 1998, this co-payment will be in addition to the applicable deductible. Follow-up visits for the same diagnosis will not require an additional co-payment. DRG codes will be used to make co-payment determinations. Referrals to specialists must still be made by the PCP.
  
- F. The December 16, 1993 letter on POS Plan Maximum Benefit will be continued for the life of

## APPENDIX VIII

the 1996 Agreement.

- G. The chiropractic co-pay will be increased from \$12 to \$20, effective upon the later of the date of ratification or June 1, 1997.
- H. The co-pay for prescriptions written by non-network PCP's will be increased to 40% in addition to the standard co-pay, effective upon the later of the date of ratification or June 1, 1997.
- I. The total and permanent disability payout provision under the active employee life insurance program will be eliminated for applications made on or subsequent to the date of ratification.
- J. Loan provisions will be added to the 401K Plan, subject to approval by the Company's Board of Directors. All costs associated with a loan will be the responsibility of the employee-applicant. The 401K Administrative Committee is authorized to determine the Plan's loan features.
- K. The 401K Plan will be amended to provide for optional monthly distributions at retirement, subject to approval by the Company's Board of Directors and subject to working out the details

## APPENDIX VIII

with the vendor.

- L. Participants in the 401K Plan will be permitted to request up to twelve (12) transfers per Plan year.
- M. When an Over 65 Risk contract (Medicare HMO) product becomes available, the Company and Union agree to refer the issue to the Joint Health Care Committee for review and a recommendation on implementation. Nothing herein prohibits the Company from offering the product to retirees on an optional basis.
- N. Employee benefit plans which provide ;for subrogation will be revised to reflect the parties agreement concerning "incurred fees and expenses" and "less than full recovery" as set forth in the 1996 Settlement Agreement.
- O. An in-house, full service optical program will be implemented allowing employees an option to choose the current level of vision care plan benefits versus 100% coverage for exams, frames and lenses from the in-house service. Employees choosing the in-house service will have no out-of-pocket expense. However, restrictions on frequency of service will follow current guidelines. The

## APPENDIX VIII

Company will provide an opportunity for local vendors to respond to the RFP.

P. All advances of pay and early pays to employees will be discontinued, effective January 1, 1998,

Very truly yours,

David L. Robertson

CONFIRMED:

Mark Glyptis, President

Independent Steelworkers Union

### 7. UNION BENEFITS COORDINATOR AND EDUCATOR

The parties have agreed to establish a job description for the Union Benefits Coordinator and Educator. The primary duties for this position would be as follows:

- (1) To assist in the corporate effort to design and administer health care benefit programs in a manner that is both cost-efficient and responsive to changing conditions in the health care industry.
- (2) Participation in joint efforts to educate employees

## APPENDIX VIII

and participants on issues of benefit coverages and procedures;

(3) Member of the Joint Health Care Committee;

(4) Member of the Pharmacy and Therapeutic Committee;

(5) Work with Director of Benefits in development of benefit education programs and documents for employees;

(6) Provide benefit information and advice to Union leadership.

(7) Serve as a resource for union members seeking assistance in understanding and utilizing their benefits. In this regard, the Union Benefits Coordinator and Educator shall exercise best efforts to avoid becoming an intermediary or advocate on behalf of individual members with respect to coverage or benefit disputes with the Company's third party administrator and carriers. In all such matters, the Benefits Coordinator and Educator shall routinely exercise judgement as to whether the employee should be directed to the appropriate Human Resource Analyst, authorized

## APPENDIX VIII

agents of the Third Party administrator or carrier, or the member's union representative. The Union Benefits Coordinator and Educator shall attempt to avoid engaging in conduct which duplicates the functions of Human Resource Analyst. Further, in dealing with any third party, the Union Benefits Coordinator and Educator shall not hold himself out as an agent of the Company.

A formal job description will be prepared to reflect these duties. The Benefits Coordinator and Educator shall not be authorized to interact with the Company's provider vendors except with consent of the Company's Director of Benefits and the President of the Independent Steelworkers Union.

### 8. MEMORANDUM OF UNDERSTANDING ON JOINT HEALTH CARE COMMITTEE

This Memorandum of Understanding is intended to provide for the formal establishment of a Joint Health Care Committee composed of designated representatives of the Weirton Steel Corporation and the Independent Steelworkers Union.

WHEREAS, the parties have a long history of mutual review and cooperation in resolving issues of health

## APPENDIX VIII

care and the administration of the various employee benefit plans pertaining to such:

WHEREAS, the parties recognize that the health care system is in a state of continuous change with potentially profound effect on the recipients of health care:

NOW THEREFORE, the parties agree to the following:

1. There shall be established a Joint Health Care Committee to be composed of six representatives designated by the Independent Steelworkers Union (three of whom shall be the Union's President, Benefits Coordinator and Educator, and Legal Counsel) and six representatives designated by the Weirton Steel Corporation. The Committee shall be chaired by Company's Director of Employee Benefits.
2. The Committee shall meet quarterly, or more frequently where the parties mutually desire.
3. The Committee shall study and make recommendations concerning health care administration.
4. The Committee shall consider, on a case by case

## APPENDIX VIII

basis, any concerns relative to operation of the Employee Assistance Program, provided that the employee involved desires the committee to undertake a review of his or her circumstances. The Committee shall also be empowered to consider questions of a general nature relating to the role and function of the Employee Assistance Program.

5. The parties agree to continue the commitment previously made that EAP counselors will not be used as witnesses in arbitration cases, except to explain the general operation of the EAP.

### 9. JOB ELIMINATIONS

The Company shall have the right to eliminate 165 jobs requiring mutual agreement, inclusive of those job eliminations contemplated by the Universal demands. Job eliminations which occur in the Weld Shop and Machine Shop as a result of attrition will not be credited towards the 165 mutual job eliminations. No credit will be given towards the 165 mutual job eliminations in the event that the Short Line RR is successfully created. In the event that a Short Line is not created, the Union agrees to the elimination of 28 railroad related jobs and such number will be credited towards the 165 mutual job eliminations. In the event that a job requir-

## APPENDIX VIII

ing mutual agreement for elimination becomes vacant due to attrition, and 165 mutual job eliminations have already occurred, unless the Union agrees to eliminate the job, the Company will post the vacancy for bid. If the bid is not filled, the Company may, in its discretion, declare the job permanently eliminated.

**The 165 mutual job eliminations contemplated in this Appendix VIII-9 of the parties' 1996 Agreement are deemed to have occurred. Any and all contentions as to outstanding but unsatisfied obligations of the Company or the Union related to the mutual job elimination provision of the 1996 Agreement are hereby agreed to be withdrawn and resolved. In the future, when a job becomes vacant due to attrition, including death, retirement, quit, bid to another job, etc., the Company may determine whether to fill the job or eliminate the job subject to the terms of the Job Security Agreement.**

### 10. EARLY RETIREMENT WINDOW

#### A. P&M "70/80" Early Retirement Window

1. The Retirement Plan will be amended to provide an early retirement window benefit for P&M employees. The amendment will not be applicable to SNE employees. The proposed retirement win-

## APPENDIX VIII

dow, as described herein, is subject to satisfying ERISA requirements as to a retirement window, including both the IRC and labor regulations applicable to retirement windows. In the event the retirement window, as contemplated by this agreement, would not conform to ERISA requirements, the parties agree to renegotiate understandings as to both a retirement window and the \$7,500 retirement bonus.

2. Age and service criteria for eligibility for the retirement window will be the same as the "70/80" retirement. The amount of the retirement window monthly benefit will be calculated the same as the "70/80" retirement benefit.

3. The availability to elect the early retirement window benefit will be limited to sixty (60) calendar days from the date of ratification of the CBA. P&M employees electing to retire under the early window retirement benefit provision must file a window application for such retirement by the end of the window period. Retirements under the early retirement window provision will occur separately in groups of employees each from the Operating and Maintenance areas, the priority of employees to be included in such group being determined by

## APPENDIX VIII

the longest in Company service first. Retirements by groups shall commence thirty (30) days following the end of the 60 day application period and shall continue by such groups in periods of thirty days thereafter until all eligible early retirements have occurred.

4. The number of window retirements shall not exceed 350, with a minimum of 150 window retirements allocated to Operations and a minimum of 150 allocated to Maintenance. The remaining 50 window retirements may come from either Operations or Maintenance. In the event the number of applications for the window retirements exceed such limits, the applications will be granted on the basis of the longer Company service up to the 150 limit.
  
5. Retirement offers made pursuant to Article XXIII which are accepted during the 60 day window period will count towards and reduce the maximum number of available window retirements.

### B. Retirement Bonus

1. A \$7,500 lump sum retirement bonus will be paid to P&M retirees who:

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- a. retire pursuant to the early retirement window;  
or
  - b. Retired during the period on or after February 27, 1997 and up to the date sixty (60) calendar days following the ratification date of this agreement with an immediate pension other than a permanent disability retirement, or a rule-of-65 retirement.
2. In the event the number of retirees otherwise qualifying under paragraph one (1) above for a retirement bonus does not exceed 350, additional retirement bonuses in a number equal to the difference between 350 and the number of bonuses paid to retirees qualifying under paragraph one (1) above, will be available for distribution to employees who retired between September 26, 1996 and February 26, 1997 with an immediate pension other than a permanent disability or rule-of-65 retirement in order of the longest Company service up to the limit described herein.
3. The retirement bonus will be paid to eligible retirees within thirty (30) days of the date their eligibility can be determined, but in no event earlier

## APPENDIX VIII

than the date their retirement commences. The retirement bonus is not part of or funded by the Retirement Plan and shall be paid from the Company treasury. The retirement bonus shall not be included in the calculation of any retirement benefit or considered as earnings or compensation for purposes of any other Company plan. The retirement bonus shall be subject to, and the check in the payment net of, applicable withholding and payroll taxes.

### 11. SHORT LINE RAILROAD

February 27, 1997

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, West Virginia 26062

RE: Short Line Railroad

Dear Mr. Glyptis:

This is to confirm the parties' agreement to continue their joint exploration of the establishment of a Short Line Railroad which would maintain responsive and high quality service, preserving the jobs, wages, benefits and seniority rights of its transportation division employees and, eliminate the need for further transportation-related capital expenditures by Weirton Steel. This agreement is necessitated by the parties recogni-

## APPENDIX VIII

tion that the Short Line Railroad project will not be completed prior to the close of the parties' negotiations for a successor agreement to the 1993 basic labor agreement.

The Company agrees that it will delay any job eliminations or combinations proposed for Weirton Steel railroad related jobs for such time as it necessary to complete the exploration of the Short Line Railroad concept. In the event that the Short Line Railroad is successfully established, the Union agrees that no credit shall be given towards the mutual job elimination number agreed to during the negotiations for a successor basic labor agreement. The Union further agrees that in the event the Short Line Railroad is not established, it agrees to the elimination of 28 railroad related jobs. Such eliminations shall be credited towards the mutual job elimination number.

Very truly yours,

David L. Robertson  
Vice President  
H. R. and Corporate Law

CONFIRMED:  
Mark Glyptis, President, ISU

## APPENDIX VIII

### 12. MEMORANDUM OF AGREEMENT CENTRAL MACHINE SHOP

This Agreement, effective the 30th day of May, 1997, is between the Weirton Steel Corporation (hereinafter the "Company") and the Independent Steelworkers Union (hereafter the "Union").

WHEREAS, the Company and the Union desire to maximize the efficiency and productivity of the Central Machine Shop (hereinafter the "CMS") by allowing the CMS to be managed as if it were a "green field site";

WHEREAS, the Company and the Union desire to minimize the impact of the transition to a "green field site" on CMS employees by providing for a gradual reduction of personnel assigned to the CMS by attrition;

NOW THEREFORE, the Company and the Union agree as follows:

FIRST. In order to allow for the full implementation of the parties' intention, the Company and Union agree that all current CMS Memorandum of Understanding, verbal agreements, past practices, perceived past practices, customs, work assignments, scheduling overtime practices, preference assignments and/or overtime dis-

## APPENDIX VIII

tribution procedures shall be considered null and void upon the effective date of this Agreement except as to any such memorandums, agreements, practices, customs, or procedures which the Company, in its sole discretion, specifically declares will remain in effect.

There shall be no restrictions in assignment, restrictive work rules or practices upon the effective date of this agreement unless and until such are thereafter agreed to by the Parties, reduced to writing, and signed by the Area Manager - Operation Services, the Director of Industrial Relations, the Executive Vice President of Human Resources and Corporate Law, the Union's Steel Works 2 Division Officers, and the CMS Union Steward. However, turn preferences shall be maintained. The Company will attempt to respect existing job preferences except where management determines that such will detract from the performance of CMS work in an efficient and competitive manner.

SECOND. The Parties agree that the hourly occupation of "Router" (Master Inspector Planner-Rate Control No. 10-150-124) will be eliminated. The Parties further agree that the elimination of the Router occupation will not incur any liability for a 70/80 Early Retirement Opportunity in accordance with Article XXIII of the 1993 Labor Agreement or any successor agreement

## APPENDIX VIII

thereto.

THIRD. The Parties agree that any job functions previously performed by the Router shall, as solely determined by management, be performed by management and/or hourly maintenance planners.

FOURTH. The Parties agree that all hourly bargaining unit jobs and sequences in CMS will be combined for purposes of assignment.

FIFTH. The names of all current incumbents of the CMS are set forth on Exhibit A attached to this Agreement. The Company agrees that these employees shall be permanently reduced from CMS by attrition (retirement, quit, discharge, death, permanent transfer out of the department, loss of recall rights, etc.) to the number of employees determined by the Company to be necessary to perform CMS work in an efficient and competitive manner. In this regard, the parties agree that machining which is being outsourced will be closely examined by the Insourcing Committee for the purpose of determining whether such work can be timely, efficiently, and competitively performed by CMS. This agreement shall not be construed to prohibit a reduction in force at the CMS due to business conditions or other

## APPENDIX VIII

reasons not caused by the efficiencies set forth in Paragraph FIRST of this Agreement. In addition, this Agreement shall not be construed as a full crew agreement.

Incumbents of the CMS may be assigned to work outside of the CMS in accordance with the flexibility and efficiencies contemplated by Universal Demands I and II of the parties 1996 basic labor negotiations. CMS employees who are reduced due to business conditions or other reasons not caused by the efficiencies set forth in Paragraph FIRST of this Agreement may be assigned, as determined by management, to work as craft support personnel.

**SIXTH.** In consideration of the promises and benefits provided in FIFTH above, the Union agrees that it shall not file, cause to be filed, aid, encourage, support, or condone any grievance which contests the outsourcing of machining work under any provision of the basic labor agreement except as such may be allowable under the terms of the parties' 1996 Memorandum of Understanding Concerning Joint Review of Outsourcing or the terms and conditions contained in this Memorandum.

**SEVENTH.** This Agreement constitutes the final writ-

## APPENDIX VIII

ten expression of the parties' agreement, and any statements, oral or written, that differ from the terms of this Agreement shall have no effect.

### EXHIBIT A INCUMBENTS CENTRAL MACHINE SHOP

<u>Badge</u>	<u>Name</u>	<u>Badge</u>	<u>Name</u>
20125	K. Gilmer	25660	R. Jennings
20228	K. McAlpine	26390	A. Chivers
24775	L. Kirkpatrick	25134	C. Mendrick
20004	V. Trivoli	20159	L. Dobbins
20026	J. Shaver	20021	T. Tate
20106	W. Stephens	29036	B. Weaver
20048	T. McCartney	20005	D. Trivoli
20322	V. Brooks	20009	S. Tate
20007	D. Miller	20061	J. Stromsky
20044	R. Mascolino	20137	W. Carnahan
20182	J. Hendrickson	20051	V. D'Alesio
20115	D. Cork	14049	G. Welch
20068	G. Isler	20205	R. Stimpak
20150	G. Owings	20191	J. Atkinson
20338	B. Paar	22691	R. Brokaw

## APPENDIX VIII

<u>Badge</u>	<u>Name</u>	<u>Badge</u>	<u>Name</u>
20078	M. Harms	18000	M. Gregory
20082	R. Beagle	18257	D. Blair
20594	J. O'Brien	60396	A. Galownia
20065	R. Howell	20003	S. Freshour
20073	R. Budney	20090	J. Pierce
20110	R. VanKirk	60002	R. Hall
20075	P. Chilenski	60001	D. Ryan
24763	P. Cunningham	25520	M. Irvin
20142	S. Augustynowicz	25230	D. Hope
24768	H. Graham	60151	G. Jones
24770	H. Vasich	20166	P. Shaffer
80533	H. Pratt	20008	J. DiNofrio
20113	G. Bailey	27541	J. Snyder
20135	R. Kaine	28839	J. Wilson
20029	J. Kakascik	20123	G. Cholders
20114	D. Wukelic	20359	C. Skidmore
20037	A. Babiak	62489	R. Asti
26923	D. Ridgeway	62588	L. Veltri
26844	V. Conforti	63453	J. Yadrick
28801	H. Tate	80016	R. Beatty
18067	L. Oliver	80046	M. Joyce
26920	A. Pulice	18185	D. Beynon
25707	J. Duke	62611	D. Reed
25730	T. Nutter	26919	J. Hamilton
60016	R. Benesh	60063	D. Kuchinski
20112	J. Yost	20111	D. Boyd
26752	R. West	20012	E. Reed

## APPENDIX VIII

### 13. RAILROAD RADIO BATTERIES

The parties agree that railroad crews will be responsible for changing and charging the railroad radio batteries. The parties further agree that three (3) Electronic Technician jobs will be eliminated and credited towards the 1996 mutual job elimination number.

### 14. ESTABLISHMENT OF ENVIRONMENTAL CONTROL DEPARTMENT

This agreement, dated the 30th day of May, 1997, is between the Weirton Steel Corporation (hereinafter the "Company") and the Independent Steelworkers Union (hereinafter the "Union").

WHEREAS, the Company has proposed to reorganize the hourly personnel employed in the performance of duties relating to compliance with environmental law and regulation;

WHEREAS, the Union has indicated its willingness to agree to the establishment of a new seniority department for such purpose and has requested that the Company agree to certain terms and conditions of employment for those hourly bargaining unit personnel affected by the reorganization.

## APPENDIX VIII

NOW THEREFORE, the Company and the Union agree as follows:

FIRST. The parties hereby establish and recognize a new department for hourly bargaining unit seniority purposes, said department to be identified as Department No. 15, Environmental Control.

SECOND. All current incumbents of the positions listed below shall, upon the effective date, be transferred to the Department No. 15, Environmental Control: (See Exhibit A)

A. Operator	Rate Control No. 84-310-100
Asst. Operator	Rate Control No. 84-310-120
B. Recoveryman	Rate Control No. 84-310-140
Wet Scrubber Tender	Rate Control No. 15-350-130
Wastewater Trtmt. Op.	Rate Control No. 14-350-150
Heavy Metals Plant Assistant Op.	Rate Control No. 60-100-610
C. Lagoon Attendant	Rate Control No. 11-300-630
Wastewater Trt. Hlp.	Rate Control No. 15-350-160
Sludge Tank Tender	Rate Control No. 86-960-240
Residual Sludge Opr.	Rate Control No. 86-960-300

## APPENDIX VIII

Oxideman	Rate Control No. 84-310-130
Laborer Sweeper	Rate Control No. 84-310-030
Furnace Operator	Rate Control No. 86-960-120

THIRD. The current incumbents of the positions listed in SECOND, B., above, shall become candidates for the new position of Environmental Control Technician and the current incumbents of the positions listed in SECOND, C., above, shall become candidates for Environmental Control Utilityman, respectively, in the promotional sequence diagram attached hereto as Exhibit A. The Company agrees that there will be ten (10) Environmental Control Utilitymen, provided ten (10) of the current incumbents of the positions listed in second C above choose to become candidates, for up to 18 months from ratification of the 1996 labor agreement. All employees so assigned to the Environmental Control Technician sequence shall have their current incumbent rate of pay protected, including any out of line differentials, until such time as the rate of pay achieved in the Environmental Control Department equals or exceeds their current rate of pay.

FOURTH. Assignment as an Environmental Control Technician or Utilityman is dependent upon company seniority date and the employee (current incumbents, new employees and transfers) being physically capable

## APPENDIX VIII

of performing the essential functions of the job, as well as being respirator fit tested, if necessary.

FIFTH. As outlined below, current incumbents assigned to the Environmental Control Technician sequence as of the date of this agreement shall be compensated and promoted based upon the incumbent completing an Environmental Control Technician Orientation Program, receiving Level III Hazwoper training, obtaining operating and light maintenance experience at all ECD wastewater treatment facilities and the successful passing of a written or oral test. Incumbents over age 55 (as of the date of this agreement) will be exempted from the testing requirements, however, such incumbents will still be required to participate in the training programs.

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Current Incumbent		Job Class Promotional Sequence (1)		
Position	Job Class	Upon execution of agreement begin operator & light mtce. training at all EDC Wastewater Treatment Facilities	Minimum 6 mos. after execution of agreement and upon passing an O&M test for all EDC Wastewater Treatment Facilities*	Min. 12 mos. after execution of agreement & completion of Hazwoper Level III training & testing*
Heavy Metals Plt. Opr.	16	17	18	18**
Heavy Metals Plt. Asst. Opr.	12	14	16	18
Recovery Man	10	14	16	18
Waste-water Treatment Plt. Opr.	10	14	16	18
Wet Scrubber Tender	10	14	16	18

\*The incumbent will automatically be promoted to the next job class if the corporation fails to provide a training and testing program within 6 months after placement into their sequence position. However, once the corporation provides such a training and testing program, the incumbent will be demoted to their previous job class in the event he or she is unable to successfully pass the test. The incumbent will be returned to the higher job class once they pass the test.

\*\*The red-circled rate of pay for current incumbent, the Heavy Metals Plant Operator Job, shall be equal to a Job Class 18 plus a two job class P.O.L.D plus incentive.

## APPENDIX VIII

SIXTH. New employees, transfers, and move-ups shall progress through the Environmental Control Technician promotional sequence set forth on Exhibit A in accordance with the individual's successful completion of the training and service requirements established by this Agreement. The training and service requirements for new employees, transfer and move-ups are set forth in the attached Exhibit B. In addition, all new employees and transfers must meet the following requirements to be considered as a permanent candidate for the Environmental Control Technician position:

- A degree from a two (2) year college or technical institute in the areas of mechanical, civil, electrical or electronic engineering or other related occupational areas; OR”
- A certificate of degree from a post high school vocational or industrial program in the areas of mechanical, civil, electrical or electronic engineering or other related occupational areas; Or
- Graduate of high school with a minimum of two (2) years of full-time work experience in the area of mechanical, civil, electrical or electronic services or duties; AND

## APPENDIX VIII

- Within two (2) years of appointment, must obtain a West Virginia Wastewater Operator Class I Permit.

SEVENTH. The Company shall provide any training required by Management to perform the Environmental Control Technician job. This training shall be on Company time.

EIGHTH. Current incumbents transferred to Department 15, Environmental Control, in accordance with SECOND, above, shall forfeit any job, sequence, and department seniority in their former home seniority departments for all purposes except as specifically reserved herein. Job seniority shall be initially established in the new department based upon the affected employee's job date on the job which he or she held immediately prior to the transfer. Such employees shall retain the one time right to apply for permanent job vacancies posted for bid in their former home departments. These rights shall expire upon an individual's acceptance of a permanent transfer to a department other than Environmental Control.

NINTH. Environmental Control Technicians and Utilitymen may be assigned to work anywhere within the Environmental Control Department as necessary to maintain and/or obtain compliance at, but not limited to,

## APPENDIX VIII

the Detinning Plant, Hydrochloric Acid Regeneration Plant, "A" Outfall Basins, Tin Mill Heavy Metals Treatment Plant, "B", Outfall, BOF Scrubber, Hot Mill Wastewater Treatment Plant, and "C&E" Lagoons. Under normal operations, ECD Technicians and Utilitymen will be assigned to one of five "home base" wastewater treatment facilities and will "float" to other areas to maintain and/or obtain compliance. During such assignments, the Environmental Control Technician and/or Utilitymen shall perform whatever work is necessary to maintain or obtain compliance, regardless of whether such work falls within the general description of the job which is attached hereto as Exhibit C and D and incorporated by reference herein. This right of assignment shall not extend to the use of Environmental Control Technicians to fill known or unknown temporary vacancies which arise on other positions in the Environmental Control Department.

TENTH. The Environmental Control Technician and Utilityman shall also be required to perform minor maintenance work such as that described on the attached Exhibit E.

ELEVENTH. Environmental Control Technicians will work on a 12-hour turn basis.

## APPENDIX VIII

TWELFTH. Promotions to fill future vacancies in the Environmental Control Technician sequence (after the execution of this agreement) will be in accordance with the provisions set forth in the Basic Labor Agreement.

THIRTEENTH. The incentive rate for Environmental Control Technician and Environmental Control Utilityman shall be 25.1%.

FOURTEENTH. All represented employees assigned to the Company's operations in Department No. 15, Environmental Control, shall be expected to perform any and all tasks associated with the Company's environmental control programs as such are generally set forth in the applicable job descriptions without regard to existing or alleged restrictions as to assignment imposed by local working condition, job description, work rule, practice or custom.

FIFTEENTH. This Agreement constitutes the final written expression of the parties' agreement, and any statements, oral or written, that differ from the terms of this Agreement shall have no effect.

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### EXHIBIT A ENVIRONMENTAL CONTROL DEPARTMENT

Seq.	Name	Badge	Group	Job Title
1	Hildreth, Wilbert-Ret.	81236	1	HCI Operator
2	Robinson, Gerald	81934	1	HCI Operator
3	James, Gerry	81468	1	HCI Operator
4	Ford, James	81921	1	HCI Operator
5	Cybulski, Paul	81233	1	HCI Ast. Opr.
6	Turner, Donnie	25681	1	HCI Ast. Opr.
7	Wiegman, Richard	26971	1	HCI Ast. Opr.
8	Rocchio, Joseph	25790	1	HCI Ast. Opr.
1	Simmons, William	61756	2	Heavy Mtls. Opr.
2	Davis, William	61918	2	Heavy Mtls. Opr.
3	Kendrick, Nick	62556	2	Heavy Mtls. Opr.
4	Ficca, Daniel	23303	2	Heavy Mtls. Opr.
5	Pepper, Franklin	28859	2	Hvy. Mtls. Ast. Op.
6	Riley, Charlene	61392	2	Hvy. Mtls. Ast. Op.
7	Pierro, Mark	20727	2	HMWWTP Op.
8	Dahlem, William	20768	2	HMWWTP Op.
9	Majoris, Gregory	20645	2	HMWWTP Op.
10	Shields, Paul	20064	2	HMWWTP Op.
11	Smith, George	23272	2	Recoveryman
12	Crawford, Hiram	23107	2	Recoveryman
13	Collins, John	23324	2	Recoveryman
14	Hukill, Joseph-Demoted	20690	2	Wet Scrub.-Tend.
15	Brown, Robert	20928	2	Wet Scrub-Tend.
16	Williams, Kevin	26718	2	Wet Scrub-Tend.
17	Swartzmiller, Randy	25886	2	Wet Scrub-Tend.

## APPENDIX VIII

Seq.	Name	Badge	Group	Job Title
1	Rowe, David	23323	3	Lagoon Attend.
2	Manypenny, Stephanie	23271	3	Lagoon Attend.
3	Schoolcraft, Roger - Out	25572	3	HMWWTP Help.
4	Magala, Mamon	20734	3	HMWWTP Help.
5	Knight, Terry	63258	3	Sludge Tender
6	Adams, Joseph	63252	3	Res. Sludge Op.
7	Knotts, Joseph	81257	3	Furnace Operator
8	Harris, Bruce	25514	3	Furnace Operator
9	Proakis, Nick	26578	3	HCl Oxideman
10	Swearingen, David	26515	3	HCl Oxideman
11	Wudarsky, Ted	26840	3	HCl Oxideman
12	Gorby, Daniel	26882	3	HCl Oxideman
13	Doboski, Paul	26559	3	HCl Oxideman
14	Everhart, Jack	25900	3	HCl Labor

### 15. WEIRTEC COOPERATION AGREEMENT

This memorandum is between the Weirton Steel Corporation (the "Company") and the Independent Steelworkers Union (the "Union") acting in its exclusive role as the collective bargaining representative for the hourly production and maintenance bargaining unit and the salaried clerical and technical bargaining unit.

It is the belief of the parties that the continued existence of a strong, innovative research and development

## APPENDIX VIII

capacity is an important element in the realization of a successful Weirton Steel Corporation. In order to facilitate the research and development mission of WEIRTEC, the parties agree that barriers arising from restrictive work practices and procedures, competing bargaining unit jurisdictions, and adversarial employee-management relationships create unacceptable impediments to scientific research and must be eliminated. To that end, the parties agree that a joint committee shall be established to develop a cooperative relationship agreement.

The WEIRTEC Cooperation Committee shall consist of six (6) members, three (3) from management and three (3) from the Union which shall include the Union President. The Committee shall, within six (6) months following ratification of the 1996 Basic Labor Agreement, utilize their best efforts to reach a cooperative relationship agreement which addresses the following elements:

- (a) Elimination of restrictive work practices, procedures and jurisdictions;
- (b) Elimination of any barriers to integrated work teams;

## APPENDIX VIII

- (c) Establishment of a timely, effective joint dispute resolution process which is accessible to both the Company and Union to replace the adversarial grievance/arbitration procedure found in the Basic Labor Agreement. The dispute resolution process must ensure that the objective of WEIRTEC, as an institution of independent scientific research, are not compromised;
- (d) Isolation of WEIRTEC from disputes between the Company and the Union which do not pertain to the research and development activities of WEIRTEC;
- (e) Establishment of annual employee performance reviews;

Any agreement(s) reached by the Committee shall require the signature of the Executive Vice President - Human Resources and Corporate Law and the President of the Independent Steelworkers Union.

### 16. SHEET MILL EXPERIMENT

January 8, 1997

Mark Glyptis

## APPENDIX VIII

President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

Dear Mr. Glyptis:

This letter is confirmation of our agreement to conduct a 909 day study in the galvanizing department of the Sheet Mill.

The parties contemplate that the study will commence on the first business day following the ratification of the 1996 collective bargaining agreement, and would be conducted by 6 individuals, 3 of whom will be designated by Management and 3 of whom will be designated by the Chairman of the Sheet Mill Division of the ISU.

The purpose of this study will be to find innovative ways to operate the Company's galvanizing lines so that operating costs may be reduced, while quality and through put are increased. Work assignments, crew sizes, and variable compensation for crew members are specific areas that will be studied. It is anticipated that the study team will visit other galvanizing line facilities to obtain ideas and learn of practices which may be use-

## APPENDIX VIII

ful at the Company.

The parties further agree to attempt to employ those ideas developed during the study period during a pilot program to assess their feasibility at WSC.

Very truly yours,

David L. Robertson  
Executive Vice President  
Human Resources  
and Corporate Law

CONFIRMED:

Mark Glyptis, President, ISU

## APPENDIX IX UNIVERSAL DEMANDS - 1996

### 1. UNIVERSAL DEMAND 1 - CRAFT FLEXIBILITY

All crafts may be assigned at management's discretion to assist primary crafts to the fullest, safe extent of their skill, training, experience, and capability under the director of qualified representative(s) of the primary craft. The parties' current contract, including binding past practices or local working conditions, will deter-

## APPENDIX IX

mine the identification of the primary craft.

Current journeyman-apprentice assignment practices will remain unchanged.

Company "lock-out-tag-out" policies and procedures for all energized systems will be enforced.

Company safety and qualification policies and procedures will be enforced for all tasks assigned to trade and craft employees. For example, an employee assigned to assist on a task which requires respirator protection will be required to comply with applicable OSHA and Company policies.

Employees assigned to assist will be compensated at their incumbent pay rate.

Overtime call-outs, with the except of instances where the company determines to hold over, will be limited to the primary craft.

[COMPANY DEMANDS - OS-14, LO-5, LO-35, C51-5, C52-2B, C52-4B, C52-7]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

## APPENDIX IX

### 2. UNIVERSAL DEMAND II - BARRIERS ON WORKING IN OTHER DEPARTMENTS OR DIVISIONS (MAINTENANCE AND LABORERS)

(1) Any restriction on the use of Operation Services personnel in other Departments or Divisions will be eliminated. This includes but is not limited to the Strip Steel and Blast Furnace penalty overtime practices.

(2) Maintenance personnel may be assigned to work outside of their respective Department, Subdepartment or Division where required on planned outages (including repair turns), breakdowns, work orders, appropriation and "contracting in" work. Assignments under this provision will be made in reverse order of seniority. [The Company is willing to discuss voluntary lists based upon qualifications]. The Strip Steel will maintain the Tin Mill Roll Grinder when determined necessary by the Company to the extent currently practiced.

(3) Maintenance employees in the following departments will be considered to be combined solely for purposes of assignment:

Hot Mill - Cold Mill - Bearing Gang - Detinning  
(mechanical) Plant

## APPENDIX IX

Strip Steel - Sheet Mill  
Coke Plant - Blast Furnace

BOP - OH - BM

Car Repair - Diesel Repair - Blacksmith Shop

(4) Laborers may be assigned to work outside of their respective Department, Subdepartment, or Division where required. Laborers may be assigned to assist crafts and where so assigned will be paid at the non-incentive rate of Job Class 6. Reduced journeymen and apprentices, where assigned to assist crafts under this provision, will be paid their incumbent rates.

(5) In any instance where employees are assigned to work outside of their home department, the Company may assign such employees to work with and/or assist employees of the outside department(s).

[COMPANY DEMANDS - SS-3, SS-23, SS-31, SS-32, SS-73, SS-76, SS-87, PO-3, PO-4, PO-5, PO-8, PO-9, PO-12, PO-21, PO-22, PO-27, LO-4, C46-4, C47-5, C47-6, SM-14, SM-26, SM-42, C48-1, C48-2, C48-3, C48-16, C51-15]

## APPENDIX IX

References demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 3. UNIVERSAL DEMANDS III - ELIMINATE WORK ORDER APPROPRIATION BARRIER

All work order-appropriation preference memorandums in Operation Services will be canceled.

[COMPANY DEMAND - OS-1, C51-2]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 4. UNIVERSAL DEMAND IV - NO OWED TURNS

In exchange for the 1996 Contracting Out Agreement the Union agrees to eliminate Appendix VI, No. 2 "Contracting Out Provisions of the 1989 Agreement" (except Appendix VI-2.8 on page 312) and agrees that liability for owned turns will only continue to accrue up to February 27, 1997. The parties agree that the Company will work off the surviving accrued liability within one (1) year of the ratification of the successor CBA under the following rules:

## APPENDIX IX

- Owed turns liability will be offered to the primary craft to the same level as accrued for the craft.
- Owed turns may be exhausted by offering for:
  - (1) Repair turns (in the SS/HM and BOP/Caster areas after incumbents in these areas are exhausted).
  - (2) Craft assist situation - adhering to first bullet above (historically offered to primary craft only).
  - (3) More than one occasion per week up to the number of the people in each craft per day.
  - (4) Traditional situations as have been established historically.

[COMPANY DEMANDS - OS-12, C51-3, C36]

References demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 5. UNIVERSAL DEMAND V - NO ASSIGNMENT

## APPENDIX IX

### RESTRICTIONS BASED ON BARRIERS, PRACTICES, JURISDICTIONS OR PREFERENCES

All existing preference memorandums or binding practices pertaining to job assignments, turns or schedules shall continue except in the following circumstances:

- a. Strip Steel - One MM-2 required per turn;
- b. Sheet Mill - One MM-2 required per turn;
- c. BOP - One MM-2 required per turn;
- d. Blast Furnace - One MM-2 required per turn. The Union's proposal of January 25, 1997 is acceptable provided the Union agrees this exception will not be used by any Committeemen, Steward or member to undermine any provision of this demand or any other provision of this agreement alleging disparity of treatment or for any other reason.
- e. Tin Mill - Employees working on mechanical preferences may be moved from area to area;
- f. All areas - Right to backfill on vacated job preferences for up to four hours.

All full crew agreements shall be eliminated including but not limited to TM (Mechanical), BOP-Caster (Mechanical/Electrical Maintenance), and Sheet Mill

## APPENDIX IX

(Mechanical). The Company will adjust maintenance (Trade and Craft) incentives which are currently below 130%, to 130% effective upon the date of ratification and all maintenance (Trade and Craft) incentives which are below 135% to 135% effective September 26, 1997. Any incentives currently in excess of 135% will be protected by P.O.L.D.'s.

The 5% shared savings will be discontinued for maintenance job eliminations (both prospectively and pertaining to cap numbers).

All mobile equipment repairmen will have relativity (like craft) with maintenance mechanics.

[COMPANY DEMANDS - OS-25, OS-33, OS-34, OS-36, TM-2, TM-3, TM-18, TM-19, TM-25, TM-30, TM-31, C50-3, C50-4, SS-10, SS-26, SS-27, SS-41, SS-81, PO-2, PO-3, PO-10, LO-15, SM-12, SM-13, SM-24, LO-14, LO-16, LO-25, LO-26]

References demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 6. UNIVERSAL DEMAND VI - OPERATOR MAINTENANCE (BASIC AND ASSIST)

## APPENDIX IX

All non-craft employees may be required to assist craft employees in the performance of maintenance functions. All such duties are set forth in lists agreed to by the parties.

All non-craft employees may be required to perform certain basic maintenance functions as determined by Management. All such duties are set forth in lists agreed to by the parties.

The Company will provide all necessary training. All training will be done on Company time.

The Company will provide any necessary tools.

Performance of the maintenance duties set forth on the agreed-to lists by operators shall not be considered to be a change in job content requiring reclassification under Article II, Section G, of the Basic Labor Agreement nor shall it be a basis for claims of increased incentive. However, all operators affected by the agreed-to-lists will receive an additional job class, payable as a job-out-of-line-differential a (JOLD), on the date of ratification.

[COMPANY DEMANDS - OS-9, TM-11, TM-22, TM-

## APPENDIX IX

29, SS-6, SS-55, SS-66, SS-74, SS-85, SS-89, C48-6, C48-7, C48-13, C48-16, PO-11, PO-19, PO-25, C46-2, C47-3, SM-44, SM-49, C49-1, LO-10]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific *Universal Demand*.

### 7. UNIVERSAL DEMAND VII - MAINTENANCE PERFORMANCE OF OPERATING TASKS

In addition to the Company's specific demands, all craft employees may be required to assist/perform operating functions in conjunction with the performance of their assigned maintenance responsibilities. All such duties are set forth in lists agreed to by the parties.

The Company will provide all necessary training. All training will be provided on Company time.

Craft employees assigned to perform non-craft duties will be compensated at their incumbent pay rate.

[COMPANY DEMANDS - TM-21, SS-51, C48-12, PO-23, SM-21, SM-22, SM-50, C-47-7]

References demands are only resolved to the extent

## APPENDIX IX

consistent with the parties' agreement in regard to each specific Universal Demand.

### 8. UNIVERSAL DEMAND VIII - ELIMINATE 125 PSI PIPE SYSTEMS RESTRICTION

The Company may require Expanded I Maintenance Mechanics to perform repairs to existing pipe systems having 125 psi or higher.

The Company will provide any training necessary for the safe and efficient performance of this work. All training will be done on Company time.

[COMPANY DEMAND - SM-52]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 9. UNIVERSAL DEMAND IX - COMMON OVERTIME MEMO - HOLD OVER 4 HOURS

The Company may hold over Craft employees to complete assigned jobs, regardless of overtime standing/seniority, for the first 4 hours of overtime.

## APPENDIX IX

All overtime memorandums will include the common charging language agreed to during the 1996 negotiations.

**Effective June 8, 2001, the common charging language may be modified by local agreement.**

[COMPANY DEMANDS - OS-3, OS-7, OS-8, OS024, OS-30, TM-10, TM-17, TM-23, TM-33, SS-4, SS-5, SS-9, SS-14, SS-15, SS-18, SS-19, SS-20, SS-22, SS-29, SS-30, SS-36, SS-40, SS-42, SS-43, SS-44, SS-45, SS-48, SS-49, SS-52, SS-53, SS-56, SS-59, SS-63, SS-64, SS-67, SS-69, SS-71, PO-1, SM-2, SM-3, SM-4, SM-8, SM-9, SM-10, SM-27, SM-28, SM-29, SM-30, SM-31, SM-33, SM-34, SM-39, SM-40, SM-41, SM-48, LO-9, LO-36]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### 10. UNIVERSAL DEMAND IX - MANDATORY EXPANDED II

The parties agreement concerning Mandatory Expanded II training is set forth in the attached Exhibit A. It is understood that a pre 1990 journeyman who

## APPENDIX IX

fails mandatory Expanded II training will continue to receive his/her previous rate of pay and will not be reduced from his/her sequence.

[COMPANY DEMANDS - SS-72, SS-75, SM-15, SM-25]

Referenced demands are only resolved to the extent consistent with the parties' agreement in regard to each specific Universal Demand.

### EXHIBIT A EXPANDED II FOR CRANE REPAIR MAINTENANCE MECHANIC, PIPEFITTER, RIGGER AND WIREMAN

1. Mandatory for 50% incumbents, except those who were 55 years of age or had 33 years of service in 1989.
2. Curriculum for pre-January 20, 1990 Maintenance Mechanic incumbents would be split between Pipe Fabrication 1 & 2 and Plate Welding.
3. Pre-1990 Maintenance Mechanic incumbents upon successful completion of Pipe Fabrication 1 & 2 class would receive an equivalent of 1 job class plus a \$125 bonus. Upon successful completion of Plate Welding

## APPENDIX IX

class would receive an equivalent of 1 job class plus a \$125 bonus.

4. Employees will be afforded a one time opportunity to test out of expanded II course(s) on their own time prior to the commencement of formal course training. Pre-1990 Maintenance Mechanic incumbents who successfully test out of Pipe Fabrication 1 & 2 will receive a \$1000 bonus. Post 1990 Maintenance Mechanic incumbents who successfully test out of Pipe Fabrication 2 will receive a \$500 bonus. Employees who successfully test out of Plate Welding will receive a \$2000 bonus.

5. Employees who successfully complete the expanded II course(s) on their own time will receive the same bonus as stated in number 4 above.

6. Post 1990 incumbents; Riggers, Pipefitter, Crane Repair and Wireman must progress to the Expanded II level but the Company shall determine, on an ongoing basis, the number of employees needed to progress to the Expanded III level. Fifty (50%) of the Pipefitter incumbents must progress to the Expanded III level.

7. The seventy-one (71) identified Expanded II candidates will be trained within fifteen (15) months after ratification. The Company reserves the right to schedule

## APPENDIX IX

the identified 71 candidates for training at its sole discretion.

### 11. UNIVERSAL DEMAND XI - COMBINE FUEL AND ELECTRONICS

- (1) The assignment barrier between fuel and electronics is eliminated.
- (2) A portion of the SW2 Fuelmen will be combined with the SS Electronics Department for purposes of assignment. (19 Fuelman from SW2 to combine with 26 SS Electronics employees)
- (3) A portion of the SW2 Fuelmen will be combined with the Tin Mill Electronics Department for purposes of assignment. (15 Fuelmen from SW2 to combine with 25 TM Electronics employees)
- (4) Remaining SW2 Fuelmen will be combined with the SW2 Electronics Department for purposes of assignment. (25 Electronics employees and 33 Fuelmen)

[COMPANY DEMANDS - TM-6, C50-8, SS-86]

References demands are only resolved to the extent consistent with the parties' agreement in regard to each

## APPENDIX IX

specific Universal Demand.

### 13. APPRENTICE TRAINING

The Apprentice Training Program will be revised as set forth in Exhibit A attached hereto. The General Control Committee's decision to allow apprentices to attend their last two courses on Company time will be honored. In addition, all apprentice class sessions will be shortened from four (4) hours to three (3) hours.

#### EXHIBIT A APPRENTICE TRAINING PROPOSAL

<u>Craft</u>	<u>Current Length of Time to Complete Training</u>	<u>Proposed Length of Time to Complete Training</u>
Bricklayer 1	4 Years	2 Years
Carpenter 1	4 Years	2 Years
Crane Repairman 1	4 Years	2 Years
Electronic Technician	6 Years	3 Years
Machinist	5 Years	2 $\frac{1}{2}$ Years
Maintenance Electrician 1	5 Years	2 $\frac{1}{2}$ Years
Maintenance Mechanic 1	4 Years	2 Years
Mobile Equip. Repairman 1	5 Years	2 $\frac{1}{2}$ Years
Pipefitter 1	4 Years	2 Years
Refrigeration	4 Years	2 Years

## APPENDIX IX

<u>Craft</u>	<u>Current Length of Time to Complete Training</u>	<u>Proposed Length of Time to Complete Training</u>
Relay Repair/Breaker Gang I	5 Years	2 $\frac{1}{2}$ Years
Rigger I	4 $\frac{1}{2}$ Years	2 Years
Wireman I	5 Years	2 $\frac{1}{2}$ years

## APPENDIX X

### 1. EFFECTIVE DATE OF LABOR SETTLEMENT

X-1.1

September 14, 2001

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE:     **Effective Date of Labor Settlement**

Dear Mr. Glyptis:

**This is to confirm the parties discussions and agreement concerning the proposed effective date of the parties tentative labor settlement.**

**As we have discussed, there are a number of compo-**

## APPENDIX X

ments that must fall in line in order to accomplish the Company's restructuring objective. One of the required components is the initial closing of a new senior secured revolving credit facility as described in the attached summary of the September 2001 Fleet - Foothill Senior Secured Revolving Credit Facility. The initial closing is specifically conditioned, in part, upon the existence of satisfactory labor and vendor agreements. Accordingly, it is understood and agreed that the tentative labor settlement will not be effective until the initial closing on the new credit facility described above.

Very truly yours,

John H. Walker

Attachment  
CONFIRMATION  
Mark Glyptis, President

### 2. UNDERSTANDING ON WAGE EARNER SAVINGS X-1.2

The Union agrees to provide represented wage earner savings of \$25.7 million. The savings will be achieved in the following manner:

## APPENDIX X

**1. The parties have identified internal cost savings unrelated to employment costs in the estimated amount of \$10 million. These savings will be used to reduce the wage earner savings objective described above and must be realized within six (6) months of the closing of the Company's new credit facility.**

**2. The Union agrees to obtain the balance of the necessary savings through:**

**a. A reduction in employment of a minimum of 372 by attrition and targeted early retirement opportunities by March 31, 2002. The Union will receive credit for the number of employees who are reduced through attrition or 70/80 Early Retirement Opportunities during the period beginning May 31, 2001 through March 31, 2002. However, the number of 70/80 early retirement opportunities that will be available as a result of the job reductions agreed to in this restructuring agreement will be limited in number as follows: the number of 70/80 early retirement opportunities will be the lesser of 372 (or a higher number if the minimum number of reductions is exceeded) or a number that does not reduce the hourly**

## APPENDIX X

workforce below the "new job security number." The "new job security number" is the number of employees who would have been entitled to the protections of the Job Security Agreement as of May 31, 2001 minus 372 (or a higher number if the minimum number of reductions is exceeded).

b. The parties recognize and agree that the wage earner savings objective will not be achieved if the Company is required to replace employees who leave by attrition and early retirement. Consequently, the Union agrees to work rule changes in areas targeted for reduction that permit the ongoing operation of the Company at full levels of operations without necessitating the hiring of additional employees or any increase in outsourcing of bargaining unit work. The work rule changes, to be implemented in whole or in part as determined necessary to effectuate the reductions, are as follow:

**Operator maintainer.** Any individual or group of individuals associated with their operating unit may do repair and maintenance work necessary for the continued operation of the unit to the fullest, safe extent of their skill, training, experience, and capability.

## APPENDIX X

- This includes elimination of barriers on the use of former maintenance personnel to permit performance of repair and maintenance work to fullest, safe extent of skill, training, experience, and capability.
- The parties agree to expand the current exclusive assist and Basic maintenance list.

### Craft employees performing non-craft work.

- The parties agree to expand the current maintenance assist operations list.
- Turn maintenance personnel may assist/work with any individual(s) associated with any operating unit as required. This may include filling unknown temporary vacancies that occur after the start of a turn, provided that the same does not result in backfilling of maintenance vacancies.

### Self Directed Work Teams

- The Team Leader will be compensated at 15% above the highest classification which the Team Leader directs. In the the event that more than one employee is affected, this compensation shall be allocated accordingly.

**This list shall not preclude the parties from**

## APPENDIX X

agreeing to additional work rule changes necessary to effectuate the reductions. The Union may make such agreements without returning to the membership for additional ratification(s).

c. The parties will meet and attempt to reach agreement on necessary work rule changes with the objective of identifying 300 of the 372 job reductions described in 3.b.i. above by November 20, 2001 and the remaining 72 job reductions by December 20, 2001. In the event that the parties do not reach agreement in whole or in part to the necessary work rule changes and reductions, the Company shall have the right to unilaterally implement work rule changes necessary for the required job reductions that are not necessarily the same but that are consistent with the nature of the changes implemented or to be implemented in the other areas. Any unilateral implementation(s) will occur in the least restrictive manner necessary and in equitable proportions from affected departments recognizing those that have already occurred.

3. The parties recognize that reasonable compensation adjustments will be in order for employees who

## APPENDIX X

assume additional job responsibilities as a result of the restructuring contemplated by the reduction in employment with necessary, associated work rule changes. The total compensation that will be available for such adjustments, exclusive of the creep factor (hereinafter "the compensation pool") will be equal to 15% of the job elimination savings (using \$50,000 as the base), or the actual cost savings realized from the elimination of the affected job, whichever is greater. The compensation pool will be distributed as determined by the Union.

4. The parties agree to continue the present contractual 70/80 Early Retirement process but will meet and attempt to streamline the administration of such to expedite the job reductions contemplated by this restructuring.

5. The parties agree to continue to identify internal cost savings. To the extent that additional savings are identified, such may be used to offset any shortfall that is not realized in the \$10 million identified and referred to above.

6. The parties agree to evaluate the feasibility of implementing a supplemental workforce concept at Weirton Steel Corporation. Any employees hired as

## APPENDIX X

a result of the implementation of a supplemental workforce concept will not be considered to be replacements for the job reductions that occur in this restructuring agreement.

### 3. UNDERSTANDING ON PENSION MULTIPLIER

#### X-1.3

The following is a summary description of amendments to the Weirton Steel Corporation Retirement Plan. The amendment language that has been approved by the Weirton Steel Corporation Board of Directors is controlling.

The parties agree that the 5% multiplier in the "Percent Pension" and "Social Security Offset Pension" formulas will be increased to 15% as described below.

The increased pension multiplier described above will be applicable to retirements which occur on or after March 31, 2001. The increased pension multiplier will expire March 31, 2004. The 5% multiplier will be applicable to the "Percent Pension" and "Social Security Offset Pension" for retirements occurring after March 31, 2004. If this provision violates applicable qualification rules, it will be

## APPENDIX X

amended in a manner necessary to preserve the benefit provided herein and the qualification of the Plan.

### 4. UNDERSTANDING ON 50% SURVIVOR ANNUITY OPTION AND PRSA

X-1.4

The following is a summary description of amendments to the Weirton Steel Corporation Retirement Plan. The amendment language that has been approved by the Weirton Steel Corporation Board of Directors is controlling.

The Company agrees that in cases where a spouse dies prior to a retiree, the retiree's pension will be recalculated to equal the amount the retiree would have received had the retiree not elected the 50% Survivor Annuity Option and/or PRSA coverage, where applicable. Any such pop-up in the retiree's pension will be effective beginning in the month following the spouse's death. This agreement will only be effective for retirements occurring on or after March 31, 2001.

### 5. UNDERSTANDING ON MULTICRAFT TRAINING

X-1.5

The Company agrees that any journeyman who has

## APPENDIX X

not been afforded the opportunity to attend multicraft school or obtain sufficient training to progress to the multicraft level which they are required to attain will receive such training within a one year period commencing on March 31, 2002. If such training is not provided within the one year period specified above, the affected individual will then be paid the multicraft rate he would have achieved effective April 1, 2003. Apprentices who achieve top rate status after March 31, 2002 will receive such "training or pay" within a one year period commencing on the date they achieve top rate status.

### 6. UNDERSTANDING ON MISCELLANEOUS MATTERS

X-1.6

1. The parties agree to establish a committee to examine alternative training systems to the current apprenticeship system.
2. The Company agrees to amend the current Joint Apprenticeship Program so that apprentices who progress every 520 hours will receive the extra job class without first being required to finish their classroom instruction.

## APPENDIX X

3. The parties agree to work cooperatively in an effort to reduce contracting out.

### 7. UNDERSTANDING ON CONTRACTOR DUES REPLACEMENT

X-1.7

Subject to the conditions set forth below, the Company will agree to require outside contractors who have craft employees performing the same craft functions and duties in the plant that WSC craft employees are qualified to perform to pay \$16 per month to the Union for each contractor employee who works in the plant in that month. The total amount of dues replacement is subject to a limit of no more than \$100,000 per year. The Company's agreement is conditioned on all of the following:

a. That the Union provide the Company with copies of similar dues replacement protections found in current collective bargaining agreements elsewhere, and

b. That the Union provide the Company with controlling legal precedent holding that such provisions are lawful and enforceable in a manufacturing workplace such as that as

## APPENDIX X

exists at Weirton Steel or, in the absence of such controlling precedent, that the parties obtain an opinion letter(s) from all relevant government enforcement agencies that indicates such an arrangement would be specifically lawful at Weirton Steel.

### 8. UNDERSTANDING ON WAGE EARNER SAVINGS OBJECTIVE

X-1.8

September 14, 2001

Mark Glyptis, President  
Independent Steelworkers Union  
2971 West Street  
Weirton, WV 26062

RE: Wage Earner Savings Objective

Dear Mr. Glyptis:

This is to confirm the parties discussions and agreement concerning necessary measures to ensure that the job elimination cost savings of \$15.7 million promised from the hourly represented workforce under the terms of the proposed successor labor agreement will be realized.

## APPENDIX X

The parties recognize that the previous method of calculating savings associated with job eliminations for the purpose of adjusting the compensation of employees who assume additional job responsibilities (hereinafter the "old savings formula") will reduce the job elimination cost savings below the \$15.7 million hourly wage earner objective when the "old savings formula" is applied to the 15% adjustment provided for job eliminations identified in the proposed successor labor agreement. Accordingly, the Union agrees that additional savings necessary to achieve the \$15.7 million objective as a result of the use of the "old savings formula" will be achieved by job eliminations beyond the minimum number identified in the proposed successor labor agreement and/or by other mutually agreed to cost savings measures provided such exceed the \$10 million in savings unrelated to employment costs that were identified in the proposed successor agreement.

Very truly yours,

John H. Walker

**CONFIRMATION**

Mark Glyptis, President

Independent Steelworkers Union

# 1999

January

S	M	T	W	T	F	S
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February

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March

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April

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August

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December

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# 2000

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February

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March

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April

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May

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August

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November

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# 2001

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April

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June

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July

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August

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September

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# 2002

## January

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## February

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24	25	26	27	28		

## April

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## August

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## October

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# 2003

## January

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## February

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## August

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# 2004

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February

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April

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May

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July

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August

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November

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