

ARTICLE THREE—HEALTH, SAFETY AND THE ENVIRONMENT

Section A. Employee and Union Rights

1. Employees have the right to a safe and health- 3.A.1
ful workplace, to refuse dangerous work, to
adequate personal protective equipment, to
safety and health training, to a proper medical
program for workplace injuries and illnesses,
and to a reasonable alcoholism and drug
abuse policy.
2. The Union has the right to participate in active 3.A.2
and informed Joint Safety and Health and
Environmental Committees, to appoint Union
Health and Safety representatives, to join in
regular safety audits and accident/incident
investigations, to receive full and continuing
access to all information related to the work
of the Committees (including all OSHA re-
ports), and to participate in programs which
address certain special hazards. The Com-

pany will provide the Union Health, Safety and Environment Department (Union Safety Department) with prompt telephonic notification of the basic facts concerning any fatality at the worksite, followed by a written communication, and a copy of the fatal accident report.

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

Section B. The Right to a Safe and Healthful Workplace

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

Section C. The Right to Refuse Unsafe Work

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

on that job. The grievance will be presented without delay directly to the Board of Arbitration, which will determine whether the Employee acted in good faith in refusing the work and whether the Unsafe Condition was in fact present.

4. No Employee who in good faith exercises his/her rights under this Section will be disciplined for doing so. Should the Company contend that an Employee did not exercise his/her rights under this Section in good faith and discipline is issued, the protections of Article 5, Section 1(9)(c) (Justice and Dignity) shall apply. 3.C.4
5. If the Board of Arbitration determines that an Unsafe Condition within the meaning of this Section exists, it shall order that the Condition be corrected and that the correction occur before the Employee returns to work on the job in question and the Employee shall be made whole for any lost earnings. 3.C.5

Section D. The Right to Adequate Personal Protective Equipment

The Company will provide, without cost to the Employee, effective protective equipment in good working order, **appropriate to environmental conditions**, when required by law or regulation or when necessary to protect Employees from injury or illness. Consideration will be given for environmental conditions. Such equipment includes, but is not limited to, goggles, hard hats, safety glasses, hearing protectors, face shields, 3.D.1

respirators, special-purpose gloves, protective clothing and harnesses. The Company may assess a fair charge to cover negligent loss or willful destruction by the Employee.

Section E. The Right to Safety and Health Training

1. All Employees will be provided with periodic safety and health training. This training shall be no less than eight (8) hours annually. In addition, before the initial assignment to a particular job, Employees will receive training on the nature of the operation or process; the hazards of the job; controls in place; safe working procedures and the reasons for them; the purpose, use and limitations of the required personal protective equipment; and other controls or precautions associated with the job. Such training will also be provided when the job changes in a way that affects the nature or severity of the hazards. 3.E.1
2. All Plant-specific safety and health training programs will be fully discussed and reviewed by the Joint Safety and Health Committee prior to implementation. The Company will make a reasonable effort to use qualified Employees chosen by the Union Chair of the Joint Safety Committee as trainers and will ensure that trainers are instructed in effective teaching techniques. Upon request, the USW Corporate-Level Safety and Health Coordinator will be provided with a copy of all safety and health training materials and be afforded the opportunity to review the training. 3.E.2

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

1. The Company will provide first aid equipment and trained personnel in close proximity to each of its facilities. The Company will provide Employees who are seriously injured on the job with prompt emergency transportation to an appropriate treatment facility and return transportation to the Plant. Where such Employees are unable to safely transport themselves home and alternatives are not available, the Company will make arrangements for such Employees to be transported home. 3.F.1
2. An Employee who, as a result of an occupational injury or illness, is unable to return to his/her assigned job for the balance of the shift, will be paid any earnings lost on that shift. 3.F.2
3. The Company will make medical screening for occupational illnesses available to Employees or retirees of the Company where a government agency requires such screening. 3.F.3
4. The Company will not require any Employee to submit to any medical test or answer any medical history question that is not related to the Employee's ability to perform his/her job. 3.F.4
5. The Company will maintain the privacy of reports of medical examinations of its Employees and will only furnish such reports to a physician designated by the Employee with the written authorization of the Employee; provided that the Company may use or supply 3.F.5

such medical examination reports of its Employees in response to subpoenas, requests by a governmental agency authorized by law to obtain such reports and in arbitration or litigation of any claim or action involving the Company and the Employee. Upon written request by the Employee, the Company will provide the Employee with a copy of the Employee's medical records at no cost to the Employee. All medical examinations will be conducted by or under the supervision of a licensed physician.

6. If a Company physician detects a medical condition that requires further medical attention, s/he will advise the Employee of such condition. 3.F.6

Section G. The Right to a Reasonable Policy on Alcoholism and Drug Abuse

1. The Parties desire a drug and alcohol free workplace. Consistent with this objective, alcoholism and drug abuse are recognized by the Parties as treatable conditions. The Company and the Union agree to the need for an Employee Assistance Program (EAP), administered and funded by the Company to encourage and facilitate the rehabilitation of Employees afflicted with alcoholism or drug abuse. The EAP will utilize professional counselors and Employee advocates who will operate under conditions of strict confidentiality. 3.G.1
2. The Company may require an Employee to submit to for cause drug and alcohol test- 3.G.2

ing where there is a reasonable basis to believe the Employee is affected by drugs or alcohol (as established by the completion of the DA-1 form). Employees involved in an incident/accident will be tested only when **based on the written assessment of the incident (Form DA-1)** an error in their coordination or judgment could have contributed to the incident/accident. The Company may require Employees in their probationary period to submit to periodic drug and alcohol testing and may also require drug and alcohol testing as part of the physical examination of an Employee returning to work after an absence due to lay-off in excess of ninety (90) days

3. Drug and alcohol tests will utilize scientifically 3.6.3 accepted methods for evaluating use. Testing methods currently in use at U.S. Steel will be deemed to have met this standard. D.O.T cut-off levels will be used for purposes of determining whether a urine test is positive for drugs. When a biological sample is taken, a portion will be retained for retesting should the Employee dispute a positive result and request a retest. Hair testing will not be used for "for cause" testing as set forth in Paragraph 2 above.

4. Employees (other than probationary Employees) 3.6.4 who test positive for drugs or have a blood or breath alcohol level of .04 or greater will be offered an opportunity for rehabilitation in lieu of discipline pursuant to a Last Chance Agreement. However, this provision shall not

affect the right of the Company to discipline Employees for other reasons.

5. Employees will not be required to submit to 3.6.5 drug or alcohol testing for any other reason, unless such testing is conducted pursuant to a Last Chance Agreement or is required by law.

Section H. The Union's Right to Participate in a Joint Safety and Health Committee

1. A Joint Safety and Health Committee (Joint 3.H.1 Safety Committee) will be established at each facility to be composed of the Local Union President/Unit Chair and the Plant Manager, and one (1) additional member for each department (but no less than three (3) additional members) as designated by each Chair, respectively. The Parties recognize the value of having highly qualified employees serve on the Joint Safety Committee. The Parties will designate their respective Chairs and provide each other with updated lists of the members of the Joint Safety Committee. Notwithstanding the foregoing, the Parties agree to maintain the local practices and agreements in effect as of September 1, 2008, with respect to the number of Employee members of the Joint Safety Committee at each Plant.

2. The Joint Safety Committee will have the 3.H.2 following Plant (Works) functions: participating in the design of safety and health programs including strategic planning; assisting in the establishment of safe job procedures; participating in safety and health audits; review-

ing safety rules; participating in the investigation of workplace incidents/accidents; reviewing accident, injury, illness and other statistics related to safety and health; participating in the design of safety and health training programs; reviewing proposed changes in technology or operations for their impact on Employee safety and health; participating in Safety & Operating Inspections (SOIs); participating in the selection of personal protective equipment; participating in divisional safety activities; participating in hazard assessments; discussing the Company's response to proposed regulations and legislation affecting safety and health; participating in and reviewing the results of safety and health inspections or industrial hygiene monitoring by OSHA, MSHA, and NIOSH; collecting and responding to safety and health concerns raised by individual members of the Joint Safety Committee or Employees; and working together to promote an awareness of safety and health hazards and safe work procedures. The Union Chair will meet with the Safety Manager on at least a weekly basis to discuss past and future Joint Safety Committee activities as well as other safety and health issues.

3. The Joint Safety Committee will hold periodic meetings at times determined by the Chairs, but no less often than monthly. Either Chair may request a special meeting of the Joint Safety Committee, which request shall not unreasonably be denied. The Union members will be afforded time to meet privately as need-

ed to prepare for meetings of the Joint Safety Committee.

4. The Company and the Union will each keep minutes of meetings. Prior to every regular meeting, the Company will prepare a written response to concerns or action items noted at the previous meeting, as well as any open items from previous meetings. The two (2) sets of minutes, or a jointly agreed reconciled version, along with the Company's written response to concerns and action items, will be included in the official record of the meeting.
5. The Company will not implement any substantive changes to the Plant's safety and health programs, policies or rules; introduce new protective equipment or eliminate existing protective equipment; or modify safety and health training, unless the Joint Safety Committee has been notified and the Union has been provided the opportunity to fully discuss the change and make recommendations which the Company will in good faith consider. Where substantive changes are made to Corporate standard safety practices, the USW Corporate-Level Safety and Health Coordinator will be notified and provided the same opportunities set forth above. Such notifications will be made at the earliest practicable time.
6. The Joint Safety Committee will not handle grievances, although it may discuss safety and health issues that have led to a grievance.

7. The Company, in cooperation with the Union Safety Department, will provide annual training for full-time Company paid members of the Joint Safety Committee. The Company will pay the reasonable cost of training materials and facilities, as well as necessary expenses and lost time in accordance with local Plant understandings. The training shall be held in conjunction with the annual meeting described below and will include four (4), eight (8) hour training sessions. The Union may, at its discretion, use one (1) of those sessions to deliver training to Union members only. 3.H.7
8. Members of the Joint Safety Committee will be afforded access, consistent with their own safety and the safety of the operation, to all operational areas of the Plant for the purpose of conducting the legitimate business of the Committee, upon notification to the appropriate Company representative. The Director of the Union Safety Department or his/her designee will be allowed access to the Plant upon notification to the Company. 3.H.8
9. The Company will provide an office in a convenient location in the Plant for the exclusive use of Union members of the Joint Safety Committee. The office will be equipped with a telephone and a computer. 3.H.9
10. The Union members of the Joint Safety Committee will be compensated for lost time for all hours spent on Committee work as described in H-2 and H-3 above, in accordance with 3.H.10

existing local Plant understandings and Appendix Q-6.

11. The Parties will sponsor an annual safety and health meeting, attended by full-time Company paid Union members of the Joint Safety Committee from each Plant covered by this Agreement, Union Safety and Health Coordinators, appropriate Company counterparts and members of the Union Safety Department. The Company will pay reasonable travel expenses, other expenses and lost time for Employees determined in accordance with local Plant understandings. 3.H.11

Section I. The Union's Right to Participate in Environmental Issues

1. A Joint Environmental Sub-Committee of the Joint Safety and Health Committee will be established at each location, composed of an equal number of employees designated by the Union and the Company. The Joint Safety and Health Sub-Committee will meet regularly to discuss environmental issues affecting the Company and to make appropriate recommendations. 3.I.1
2. The Company will make available for review to the Sub-Committee all non-confidential environmental reports, monitoring results, analyses, materials received from the EPA and other agencies, and any other relevant, non-confidential documents related to the Company's environmental program and obligations. 3.I.2