Rec'd 4/23/02 K2521
x 8/1/04 1100 workers

AGREEMENT

Between

GREAT LAKES DIVISION
NATIONAL STEEL CORPORATION

and the

UNITED STEELWORKERS
OF AMERICA

Production and Maintenance
Employees

August 1, **1999**
Ecorse, Michigan

Safety is
Everybody's Business

Over the years National Steel Corporation and the United Steelworkers of America ("the USWA or the Union") have developed a constructive and harmonious relationship built on trust, integrity and mutual respect. The parties place high value on the continuation and improvement of that relationship.

B. NEUTRALITY

To underscore the Company's commitment in this matter, it agrees to adopt a position of neutrality in the event that the Union seeks to represent any non-represented employees of the Company.

Neutrality means that, except as explicitly provided herein, the Company will not in any way, directly or indirectly, involve itself in efforts by the Union to represent the Company's employees, or efforts by its employees to investigate or pursue unionization.

The Company's commitments to remain neutral as outlined above shall cease if the Company demonstrates to the arbitrator under Section G herein that during the course of an Organizing Campaign (as defined in C below), the Union is intentionally or repeatedly (after having the matter called to the Union's attention) materially misrepresenting to the employees the facts surrounding their employment or is conducting a campaign demeaning the integrity or character of the Company or its representatives.

C. ORGANIZING PROCEDURES

Prior to the Union distributing authorization cards to non-represented employees at a Covered Workplace (meaning any workplace which is: (i) controlled by the Company, as the Company is defined in Section E herein; and (ii) employs or intends to employ employees who are eligible to be represented by a labor organization in any unit(s) appropriate

include a description of the proposed bargaining unit.

The Organizing Campaign shall begin immediately upon provision of Written Notification and continue until the earliest of (i) the Union gaining recognition under C-5 and C-6 below; (ii) written notificiation by the Union that it wishes to discontinue the Organizing Campaign; or (iii) 90 days from provision of Written Notification to the Company.

There shall be no more than one Organizing Campaign in any 12-month period.

Upon Written Notification the following shall occur:

1. Notice Posting

The Company shall post a notice on all bulletin boards at all Covered Workplaces where employees eligible to be represented within the proposed bargaining unit work and where notices are customarily posted. This notice shall read as follows:

NOTICE TO EMPLOYEES

We have been formally advised that the United Steelworkers of America is conducting an organizing campaign among certain of our employees. This is to advise you that:

1. The Company does not oppose collective bargaining or the unionization of our employees.

2. The choice of whether or not to be represented by a union is yours alone to make.

3. We will not interfere in any way with your exercise of that choice.

4. The Union will conduct its organizing effort over the next 90-days.

5. In their conduct of the organizing effort, the

6. If the Union secures a simple majority of authorization cards, subject to verification, of the employees in [insert description of bargaining unit provided by the Union] the Company shall recognize the Union as the exclusive representative of such employees, without a secret ballot election conducted by the National Labor Relations Board.

7. The authorization cards must unabiguously state that the signing employees desire to designate the Union as their exclusive representative.

8. Employee signatures on the authorization cards will be verified by a third party neutral chosen by the Company and the Union."

The amended version of this notice as described above will be posted as soon as the Unit Determination procedure in C-3 below is completed.

In addition, following receipt of Written Notification, the Company may issue one written communication to its employees concerning the Campaign. Such communication shall be restricted to the issues covered in the Notice referred to in C-1 above or raised by other terms of this Neutrality Appendix.

The communication shall be fair and factual, shall not demean the Union as an organization nor its representatives as individuals and no reference shall be made to any occurrence, fact or event relating to the Union or its representatives that reflects adversely upon the Union, its representatives or unionization.

The communication shall be provided to the Union at least two business days prior to its intended distribution. If the Union believes that the communication violates the strictures of this provision it shall so notify the Company. Thereupon the parties shall

Within five days following Written Notification, the Company shall provide the Union with a compete list of all its employees in the proposed bargaining unit who are eligible for union representation. Such list shall include each employee's full name, home address, job title and work location. Upon the completion of the Unit Determination procedure as described in C-3 below, an amended list will be provided if the proposed unit is changed as a result of such Unit Determination procedure. Thereafter during the Organizing Campaign, the Company will provide the Union with updated lists monthly.

3. Determination of Appropriate Unit

As soon as practicable following Written Notification, the parties will meet to attempt to reach an agreement on the unit appropriate for bargaining. In the event that the parties are unable to agree on an appropriate unit, either party may refer the matter to the Dispute Resolution Procedure contained in Section G below. In resolving any dispute over the scope of the unit, the arbitrator shall apply the principles used by the NLRB.

4. Access to Company Facilities

During the Organizing Campaign the Company, upon written request, shall grant reasonable access to its facilities to the Union for the purpose of distributing literature and meeting with unrepresented Company employees. Distribution of Union literature shall not compromise safety or production, disrupt ingress or egress, or disrupt the normal business of the facility. Distribution of Union literature inside Company facilities and meetings with unrepresented Company employees inside Company facilities shall be limited to non-work areas during non-work time.

complement of employees in any unit appropriate for collective bargaining, the Union demands recognition, the parties will request that a mutually acceptable neutral (or the American Arbitration Association if no agreement on a mutually acceptable neutral can be reached) conduct a card check within five days of the making of the request. The neutral shall compare the authorization cards submitted by the Union against original handwriting exemplars of the entire bargaining unit furnished by the Company and shall determine if a simple majority of eligible employees has signed cards. The list of eligible employees shall be jointly prepared by the Union and the Company.

6. Union Recognition

If at any time during and Organizing Campaign, the Union secures a simple majority of authorization cards of the employees in an appropriate bargaining unit, the Company shall recognize the Union as the exclusive representative of such employees without a secret ballot election conducted by the National Labor Relations Board. The authorization cards must unambiguously state that the signing employees desire to designate the Union as their exclusive representative for collective bargaining purposes. Each card must be signed and dated during the Organizing Campaign.

D. HIRING

1. The Company shall, at any Covered Workplace which it builds or acquires after [the effective date of this Neutrality Appendix], give preference in hiring to qualified employees of the Company then accruing continuous service in bargaining units covered by a Basic Labor Agreement. In choosing between qualified applicants from such bargaining units, the

gaining is or will be the Company, a Parent or an Affiliate (and not a Venture) provided, however, that in a case where a Venture will likely have an adverse impact on employment opportunities for then current bargaining unit employees covered by this Basic Labor Agreement, then this Section D-1 shall apply to such Venture as well.

2. Before implementing this provision the Company and the Union will decide how this preference will be applied.

3. In determining whether to hire any applicant at a Covered Workplace (whether or not such applicant is an employee covered by a Basic Labor Agreement), the Company shall refrain from using any selection procedure, which, directly or indirectly, evaluates applicants based on their attitudes or behavior toward unions or collective bargaining.

E. DEFINITIONS AND SCOPE OF THIS AGREEMENT

Rules with Respect to Affiliates, Parents and Ventures.

For purposes of this appendix only, the Company includes (in addition to the Company) any entity which is:

(i) engaged in (a) the mining, refining, production, processing transportation, distribution or warehousing of raw materials used in the making of steel; or (b) the making, finishing, processing, fabricating, transportation, distribution or warehousing of steel; and

(ii) either a Parent, Affiliate or a Venture of the Company.

For purposes of this appendix, a Parent is any

power based on contracts or constituent documents to direct the management and policies of the entity; and a Venture is an entity in which the company owns a material interest.

2. Rules with Respect to Existing Parents, Affiliates and Ventures

   The Company agrees to cause all of its existing Parents, Affiliates and/or Ventures that are covered by the provisions of Section E-1 above, to become a party/parties to this appendix and to achieve compliance with its provisions

3. Rules with Respect to New Parents, Affiliates and Ventures

   The Company agrees that it will not consummate a transaction, the result of which would result in the Company having or creating: (i) a Parent (ii) an Affiliate or (iii) a Venture, without ensuring that the New Parent, New Affiliate and/or New Venture, if covered by the provisions of Section E-1 above, agrees to and becomes bound by this appendix.

F. BARGAINING IN NEWLY-ORGANIZED UNITS

Where the Union is recognized pursuant to the above procedures, the first collective bargaining agreement applicable to the new bargaining unit will be determined as follows:

The employer and the Union shall meet within 14 days following recognition to begin negotiations for a first collective bargaining agreement covering the new unit bearing in mind the wages, benefits, and working conditions in the most comparable operations of the Company (if any comparable operations exist), and those of unionized competitors to the facility in which the newly recognized unit is located.

Union Negotiating Committee and the Company's Vice President–Human Resources who shall use their best efforts to assist the parties in reaching a collective bargaining agreement.

3. If after 90 days following such submission of outstanding matters, the parties remain unable to reach a collective bargaining agreement, the matter may be submitted to final offer interest arbitration in accordance with procedures to be developed by the parties.

4. If interest arbitration is invoked, it shall be a final offer package interest arbitration proceeding. The interest arbitrator shall have no authority to add to, detract from, or modify the final offers submitted by the parties, and the arbitrator shall not be authorized to engage in mediation of the dispute. The arbitrator's decision shall select one or the other of the final offer packages submitted by the parties on the unresolved issues presented to him in arbitration. The interest arbitrator shall select the final offer package found to be the more reasonable when considering (a) the negotiating guideline described in F-1 above, (b) any other matters agreed to by the parties and therefore not submitted to interest arbitration, and (c) the fact that the collective bargaining agreement will be a first contract between the parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration hearing record.

5. Throughout the proceedings described above concerning the negotiation of a first collective bargaining agreement and any interest arbitration that may be engaged in relative thereto, the Union agrees that there shall be no strikes, slowdowns, sympathy strikes work stoppages or concerted refusals to work in support of any

G. DISPUTE RESOLUTION

Any alleged violation or dispute involving the terms of this appendix may be brought to a joint committee of one representative of each of the Company and the Union. If the alleged violation or dispute cannot be satisfactorily resolved by the parties, either party may submit such dispute to arbitration. A hearing shall be held within ten (10) days following such submission and the arbitrator shall issue a decision within five days thereafter. Such decision shall be in writing but need only succinctly explain the basis for the findings. All decisions by the arbitrator pursuant to this appendix shall be based on the terms of this appendix and the applicable provisions of the law. The arbitrator's remedial authority shall include the power to issue an order requiring the Company to recognize the Union where, in all the circumstances, such an order would be appropriate.

The arbitrator's award shall be final and binding on the parties and all employees covered by this appendix. Each party expressly waives the right to seek judicial review of said award; however, each party retains the right to seek judicial enforcement of said award.

Mr. Harry Lester, Chairman
Director, District 2
UNITED STEELWORKERS OF AMERICA

Dear Mr. Lester,

This letter will confirm our understanding with respect to a new Neutrality Appendix to be incorporated into the Successor Agreement to our August 1, 1993 bargaining agreement.

Notwithstanding any contrary provision of that Appendix, the parties agree as follows:

2. The Neutrality Appendix will not apply, solely by operation of said Appendix, to an Affiliate or Venture of the Company which employes workers represented by a labor organization

3. During our discussions, the parties carefully reviewed the activities conducted at DNN, a limited partnership located in Windsor, Ontario, Canada, in which the Company currently holds a ten percent (10%) ownership interest. Our discussions established that DNN does not engage in the making of steel or the mining of iron ore. With that importantly in mind, the parties have agreed that the Neutrality Appendix will not apply to DNN; provided, however, the if the Company acquires the right to direct the management and policies of DNN such that it becomes an Affiliate, as that term is defined in the Neutrality Appendix, then the Neutrality Appendix will be immediately fully applicable at DNN. Further, if DNN in the future establishes any facilities or operations in the US., the Neutrality Appendix will be immediately applicable at such facilities or operations.

Sincerely,
Leon L. Judd
Vice President
Human Resources
National Steel Corporation

Confirmed: Harry E. Lester

permanent shutdowns of facilities and the need to cooperate in attempting to lessen this impact. Accordingly, in the event of the permanent shutdown of a plant, Company and International Union representatives shall meet to determine whether appropriate Federal, State, or local government funds are available to establish an employee training, counseling, and placement assistance program for that facility. If such funds are available, the Company and Union shall work jointly to secure such funds to establish a program to provide: alternative job training for affected employees for job opportunities primarily within the Steel Industry; counseling for affected employees on available benefit programs and job opportunities within the Company and the area; and job search counseling.

In implementing such program, the Company will cooperate with the involved local union and state unemployment agency, other appropriate public or private employment agencies, and area employers in an effort to seek job opportunities for displaced employees. To further assist affected employees, both the Company and the Union will designate specific representatives at the time of any such permanent plant closing to answer questions by employees pertaining to their rights under the Basic Labor Agreement and various benefits programs.

When the Company decides to permanently close a plant or a substantial portion of a plant, it shall cooperate with government agencies and the Union and any consultants they may engage by providing relevant historical data for feasibility studies which are undertaken to determine if viable businesses can be formed using the closed facilities. Such requests for information shall be reasonable in dimension and required for concerned analysis. The Company shall not be required to provide information for products it continues to produce, customer lists, economic models, market analyses, cost or profit information by product or stage of manufacture, or other proprietary information nor shall it be required to provide information involving trade secrets. All information shall be provided on a confidential basis and its use shall be solely for the purpose of conducting the feasibility study.