

**MEMORANDUM OF AGREEMENT
PROJECT ICON – MON VALLEY WORKS**

United States Steel Corporation, in the advancement of its strategic priorities, anticipates completion of “Project Icon” in the third quarter of 2022. Project Icon includes the following:

- Edgar Thomson Plant: An Endless Strip Production Line (“ESP”), a Water Treatment Plant (“WTP”) and a new Roll Shop facility.
- Irvin Plant: a new Slitting Line and associated equipment, upgrades to the Pickle Line(s) and upgrades to the Raw Coil storage facility.
- Clairton Plant: a new Cogeneration facility.

United States Steel Corporation (“The Company”) and The United Steelworkers (“The Union”) through their undersigned representatives in furtherance of their mutual objective to enhance the efficient operation of MVW and to better compete in the challenging North American Flat Roll market, hereby agree as follows:

1. Construction of the ESP

Construction of the ESP is anticipated to begin in Q2 2020 with estimated commissioning and “first steel” occurring in Q3 2022. The Parties acknowledge that the operations associated with the Hot Strip Mill located at Irvin Works as well as the current Caster Operation located at Edgar Thomson (E.T.) will be discontinued following a commissioning period of the ESP (currently anticipated for May 2023). The ESP will be part of the Edgar Thomson Plant and employees will be represented by USW Local 1219.

2. Seniority, Lines of Progression, and Preferencing

- (a) Production jobs in and associated with the ESP will be a single seniority unit. The Line of Progression (LOP) is identified in Attachment “A”.
- (b) The Parties agree to meet six (6) months following the first steel on the ESP (on or about February 2023) to assess whether any changes are necessary to the existing Line of Progression.
- (c) In the event there are new positions at Edgar Thomson as a result of Project Icon that have not been identified in Appendix A, the Company will include them in the appropriate LOP(s).
- (d) The new positions associated with the Slitting Line at the Irvin Plant, as well as the slab yard craneman positions that were associated with the Hot Strip Mill will be incorporated into the Utility Technician job in the Pickle Line LOP.
- (e) Irvin Employees, both operating and maintenance, transferring to the ESP pursuant to the bidding process outlined in Paragraph 3 below shall retain their Corporate and Plant Service dates for all purposes with the exclusion of preferencing. The date to be used for preferencing will be (1) the date of transfer to ET and (2) the Plant Service Date as a tiebreaker and (3) earliest birth date as a second tie breaker if necessary. Employees transferred pursuant to this Agreement are identified in Appendix C, which

will be incorporated into this Agreement once the successful bidders have been identified.

- (f) Notwithstanding anything to the contrary, Employees who accept the bid for positions in the ESP, may not transfer out of the ESP for a period of twenty-four (24) months from the date of commissioning. Additionally, there will be no preferencing for production Employees or "event-based" preferencing for Maintenance Technicians assigned to the ESP for twenty-four (24) months from the date of commissioning.

3. Initial Staffing

- A. The Parties agree to the importance of staffing the ESP with qualified Employees. As such, Employees accruing Continuous Service at either the E.T. Plant or Irvin Plant will be considered eligible bidders for vacancies in the ESP subject to the below:

- 1. Bids for ESP vacancies, both operating and maintenance, are expected to be posted in Q2 2021. To be considered an eligible bidder, the Employee must be available to train in Cremona, Italy for a period of four months, which is anticipated to begin in early 2022.

Eligible bidders for production vacancies at the ESP must be incumbent to the Irvin Hot Strip Mill or E.T. Caster Operations or have relevant recent Hot Strip Mill or Caster experience. With respect to the maintenance vacancies, eligible bidders are those Employees currently assigned to Hot Mill / Caster maintenance or have relevant recent Hot Strip Mill or Caster maintenance experience.

In addition, it is anticipated that of the complement of Maintenance Technicians required, a minimum of twelve Maintenance Technician(s) – Electrical who have passed the systems repair test and are currently performing systems repair / instrumentation work will be required to support the ESP. If the Company does not fulfill this requirement as part of this Initial Staffing, the Company will provide additional Systems Repair training to those Maintenance Technicians – Electrical who are assigned to either the Hot Strip Mill or Caster and who volunteer for such training. It is agreed that such Employees must successfully pass both the written and hands on test to be considered an eligible bidder. To the extent the Company does not fulfill this requirement after the foregoing, the Company may fulfill this requirement through other means.

Informational sessions will be held prior to the posting of bids at mutually agreeable times and locations.

Notwithstanding the above, those Employees who gained incumbency in the Irvin Plant Hot Strip Mill LOP, after April 1, 2020, will not be considered eligible bidders pursuant to this Agreement.

- 2. The Company will conduct an interview process to select successful bidders from the eligible pool. The selection process is anticipated to occur in Q3 2021. All interview questions that are part of the process will be reviewed by the Parties and USW representatives will be included in the interview panel. The Company retains the ultimate right of selection of candidates following discussion amongst the

panel. Employees who accept transfer pursuant to this process will not have any return rights to their former unit.

From the group of successful bidders, the Company will select a group of Employees who will receive specialized training in Cremona, Italy and in turn will be required to train other employees. The Company will have the right to recoup any training expenses incurred on behalf of such Employee(s) who fail to successfully complete the training or fail to subsequently train other employees unless, in the Company's determination, extenuating circumstances justify such. The estimated number of Employees required to train in Italy are currently as follows:

1. Caster – 6
 2. Rolling – 4
 3. Maintenance – 9
3. Hybrid Op Tech II Employees currently incumbent to the E.T. Caster or Irvin Hot Strip Mill will be eligible bidders to operating positions on the ESP. Any Hybrid Op Tech II Employees that remain following the award of all bids to the ESP and the Roll Shop, will be placed back into the maintenance seniority unit at their home plant.

Notwithstanding the foregoing, such will not apply to any Hybrid Operating Tech II assigned to perform tundish repair work.

- B. Bids for the new Roll Shop vacancies are expected to be posted in Q3 2021. To be considered an eligible bidder, the Employee must be a current incumbent of the Hot Strip Mill Roll Shop or have had relevant recent Roll Shop experience. Successful bidders will be selected in accordance with the provisions of Article 5-E. If the required number of Employees are not obtained during this initial posting process, the Company will post for these vacancies on a plant-wide basis at both E.T. and Irvin and will be awarded in accordance with Article 5-E in the following order:
- displaced employees from the Irvin Plant Hot Strip Mill,
 - displaced employees from E.T. Caster Operations,
 - Plant wide basis for E.T. employees.
- C. Bids for the new Slitting Line are expected to be posted in Q1 2022. These bids will be posted on a plant-wide basis at the Irvin Plant and employees who were displaced from the Hot Strip Mill will be given preference over other employees.
- D. Vacancies for the new WTP are anticipated to be posted in Q1 2022 and will be posted on a plant-wide basis at E.T. and employees who were displaced from the Caster Operations will be given preference over other employees.
- E. The Parties recognize that the staffing requirements associated with Project Icon are complicated and subject to several factors (e.g. construction timelines and equipment delivery). In order to maintain orderly operations, the Parties agree that Employees awarded bids pursuant to this Agreement may have to be retained on their current positions until the appropriate time and likewise resultant vacancies, while awarded may not be implemented. It is agreed that Article 5, Section E-10-f of the Basic Labor

Agreement will not apply to any postings and resultant vacancies associated with the implementation of this Agreement. This provision will expire six months after commissioning of the new Slitting Line at the Irvin Plant.

4. Roll Shop Facilities

- (a) The Company will exercise its right to contract for the management of Roll Shop operations at E.T with Chrome Deposit Corporation (CDC), or other such vendor as the Company may choose. It is anticipated that initial Roll Shop operations will temporarily occur at an off-site location that will move to an onsite location at or near the ESP.
- (b) The work of grinding rolls at both the temporary and permanent roll shop(s) will be considered bargaining unit production work. Notwithstanding anything to the contrary employees who bid into the Roll Shop may not transfer out of the Roll Shop for twenty-four (24) months beginning with start of work in the temporary off-site roll shop.
- (c) Any maintenance and repair work associated with the Roll Shop is not work in the scope of the bargaining unit and may be contracted out without limitation or notice.
- (d) Appendix T of the BLA will not apply to any Employees assigned to the Roll Shop.

5. B-2 Shops

- (a) The Base Manning Levels (BML) for purposes of Appendix B-2 shall be established in the identified shops as set forth below as of the date of this Agreement.

Irvin Plant			
Shop	Prior BML	Change (+/-)	New BML
Wire Gang	18	0	18
Tractor Shop	8	0	8
Machine Shop	21	-15	6
Structural Shop	17	0	17
Pipe Shop	8	+1	9
Irvin Total	72	-14	58

ET Plant			
Shop	Prior BML	Change (+/-)	New BML
Utilities Maint.	14	-2	12
Mob. Eqpt Shop	8	-2	6
Wire Gang	9	0	9
Boiler Shop	23	-3	20
ET Total	54	-7	47

- (b) Reductions in the identified shops will occur through attrition.
- (c) The Parties agree the shops hours requirement for determining compliance pursuant to the Appendix B-2 minimum hours obligation at Irvin will be based on forty-four (44)

hours per employee per week and at E.T. forty-eight (48) hours per employee per week, based upon the new Base Manning Level.

6. Incentives

- (a) The Parties agree to the development of a new simplified plantwide incentive for the Edgar Thomson Plant. The Parties agree that the design of the new incentive plan will be based primarily, if not exclusively, on prime tons produced by the new ESP. This incentive plan will also include payout reductions for downstream product rejections attributable to quality deficiencies in the steel produced at the new ESP.

Additionally, it is agreed that:

- All the direct incentive plans (Calc Groups 747, 757, 777 to include 770) will be combined into a single plan which preserves the integrity at an average pay performance (Incentive Pay Performance - IPP) of 152.
 - All the Indirect Plans (Calc Groups 748, 754, 759 and 771) will be combined into a single plan which preserves the integrity at an average pay performance (Incentive Pay Performance - IPP) of 143. The Roll Shop will be incorporated into this plan.
 - All the Secondary Indirect Plans (Calc Groups 760, 766, 773, 774, 783, 844, 845 and 846) will be combined into a single plan which preserves the integrity at an average pay performance (Incentive Pay Performance - IPP) of 127. In addition, the WTP will be incorporated into this plan.
- (b) The Company at its discretion may install a start-up incentive plan during the period the new ESP is being brought up to full & stable production levels.
- (c) Following the implementation of the new plantwide incentive plan, the Parties agree to meet and review the plan design and performance approximately six (6) months from installation of the final Plant-wide incentive to determine if any changes to the plan are required.
- (d) The Parties further agree to evaluate the current incentive plans at Irvin Works, in the absence of the Hot Mill, for alignment with performance targets at the appropriate time.

7. Contracting Out

- (a) Project Icon, including all aspects of construction and commissioning, is a New Construction Project as defined in Article Two, Section F(2)(a) of the BLA which the Company may utilize contractors to perform. The Company is in compliance with the BLA, including contracting out notice provisions in relation to Project Icon.
- (b) Notwithstanding anything to the contrary, the Company may utilize contractors to perform maintenance, repair or service work on Project Icon and associated equipment without restriction during the start-up, commissioning, and subsequent one-year timeframe following commissioning.
- (c) Primetals Technologies provides an extended warranty. To that end any work performed pursuant to this warranty may be contracted out without limitation or Notice.

(d) Article Two, Section F-3, and Appendix B-5 of the BLA shall not apply to any work contracted out pursuant to this agreement.

8. Edgar Thomson – In Plant Rail

All ESP related rail movement is not work in the scope of the bargaining unit.

9. Miscellaneous

- a. The ESP and Roll Shops are new facilities and shall not be subject to any prior Local Working Conditions or any other Local Agreement, excepting this agreement. Moreover, the ESP and Roll Shops will not be subject to other requirements that would create staffing or other barriers inconsistent with the principles and compensation structures detailed in this agreement.
- b. The Parties have endeavored to capture what they believe to be the issues associated with the significant changes that will take place at the E.T. and Irvin Plants. It is likely that the Parties, despite acting in good faith, have not captured everything. To that end, it is agreed that as issues arise that have not been addressed in this Agreement, the Parties will meet to reach agreement to resolve such matters based on the objective of maximizing efficiency and productivity at these two Plants.

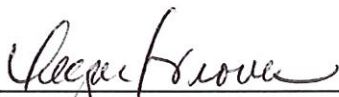
For the Company:



Rebecca Bloom
Director – Human Resources



Jodi McCallister
Dept. Manager – Employee Services



Tegan Groves
Labor Relations Representative



Charles J. Shuster
Director – Labor Relations

For the Union:



Ross McClellan
USW – Staff Representative



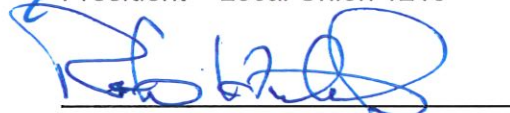
Bernie Hall
USW – Staff Representative



James Johnston
Joint Efforts Coordinator - MVW



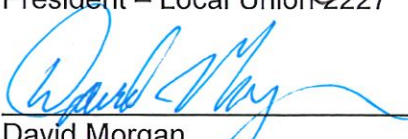
John Gornall
President – Local Union 1219



Robert Hutchison
Grievance Chair – Local 1219



Ryan Kieffer
President – Local Union 2227



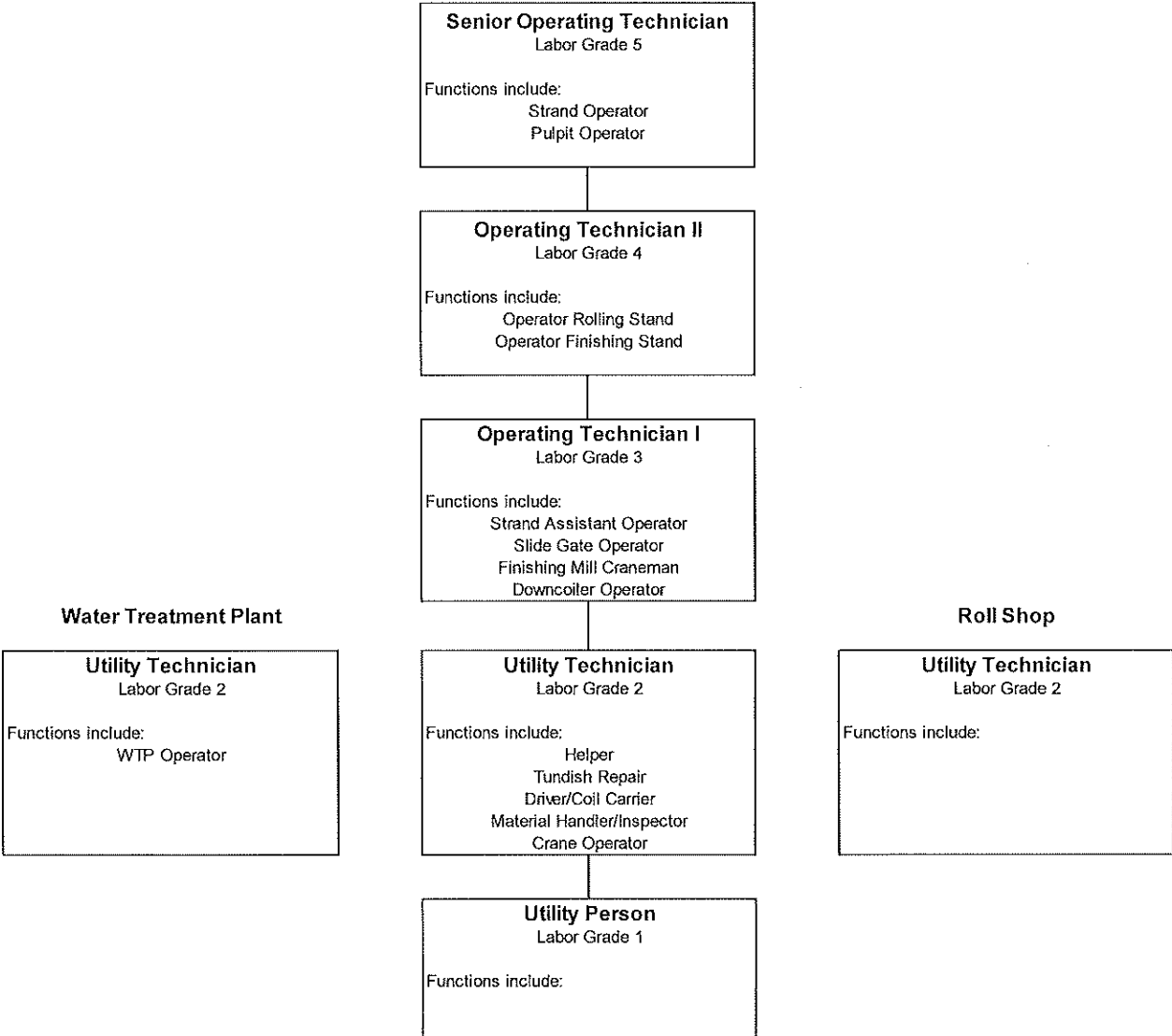
David Morgan
Grievance Chair – Local Union 2227

6-10-2020
Date

Attachment A

Mon Valley Works - ESP Seniority Unit

ESP Operations



Attachment B
Mon Valley Work – Irvin Plant
Production & Maintenance Business Planning

USSID	First Name	Last Name	Plant Date
32190	Colleen	Suhoza	09/03/96
32910	Carmen	Thomas	11/15/93
32967	Kathleen	Sauers	03/01/01
33227	Anthony	Angotti	04/13/98
33522	James	Lloyd	07/05/94
34319	Sheri	Bivins	05/20/96
34554	Bobbe	Krznic	10/19/77
34582	Christopher	Chapman	01/03/94
33190	Paul	Neff	01/14/74
33221	Eugene	Cooper	07/02/93