

MEMORANDUM OF AGREEMENT
Between
Cleveland-Cliffs Steel LLC
And
The United Steel, Paper and Forestry, Rubber, Manufacturing and Energy,
Allied Industrial and Service Workers International Union

REGARDING THE IDLING OF
WEIRTON

This Agreement (the "Agreement") is made by Cleveland-Cliffs Steel LLC (hereinafter referred to as the "Company"), and the United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union and its affiliated Local Union 2911, (hereinafter referred to as the "Union" or "USW").

This Agreement governs the idling of the Company's Weirton Plant located in Weirton, West Virginia (the "Plant") and establishes and defines rights and benefits applicable to and binding upon employees who are covered by the Basic Labor Agreement between the Company and the Union currently dated September 1, 2022 (the "BLA") and remains in effect until September 1, 2026.

1. Effective Date

The effective date of the idle shutdown of the Plant shall be April 15, 2024 (the "Effective Date").

2. Terms and Conditions of the Idling:

- A. Should production of the products formerly produced at the Plant be continued or restarted, the Parties will meet.
- B. The Company agrees to extend recall rights for all employees, effected by the idling, to five (5) years from the date of initial layoff.
- C. Employees, hired on or before September 1, 2008 who currently receive a Company non-elective contribution to their 401(k) instead of the Company contribution to the Steelworkers Pension Trust (SPT) will continue to receive the Company 401(k) non-elective contribution consistent with the contributions the Company would otherwise have made had the employee been in the SPT.
- D. **Vacation Pay**
Notwithstanding any provision of the current BLA, vacation which has been earned but not taken as of the Effective Date of the employee's layoff or transfer from the Plant shall be paid within 30 days after layoff.

An employee who accepts a new position at a USW – represented facility will be provided up to two (2) weeks of unpaid leave in 2024, upon written request to the Local HR Department, in lieu of any vacation entitlement at the new site in 2024. Employees who transfer to other sites will be provided unpaid time off in 2024 where permitted under the respective transfer agreements between the Company and the Union.

E. Interplant Job Opportunity Procedure

1. Any employee who is laid off due to the Plant idling shall be given priority over new hires and probationary employees for permanent job vacancies at other USW--represented Cleveland-Cliffs facilities as described below.
2. Offers of employment at other locations will be subject to the transfer agreements between the Company and the Union applicable at those locations.
3. Employees interested in job opportunities at other locations, must submit interest by using a form, provided by the Company, on or before March 13, 2024.
4. Employees who apply shall be given priority in order of their Plant seniority provided the employee has the necessary qualifications to perform the job.
5. An employee who is offered and accepts a job at another facility will have up to four (4) weeks to report for work once released from the Plant consistent with the requirements to report as though they were a laid-off Employee at that facility. If an employee fails to report as scheduled, they will be returned to lay-off at Weirton and void future opportunities under this agreement.
6. An employee who accepts a position will be considered a new employee at that new facility and therefore such employee's plant service shall be determined by the first day the employee accepts and reports to the new facility.
7. An employee shall be deemed to reject such job if the employee does not affirmatively respond when notified by the Company after submitting their plant preference.
8. An employee who accepts employment at another facility under this Section will continue to maintain their corporate seniority as determined under the BLA for vacation and benefits entitlement. Plant service for all other purposes at the new facility shall be applicable consistent with the Local Transfer MOU.

9. An Employee who accepts a job at another facility more than 100 miles from the Plant will receive a relocation allowance when they relocate their permanent residence in the gross amount of \$5,000.
10. Employees will only have one opportunity to receive preferential hiring treatment at non-USW represented sites under this Agreement. If they do not submit interest in a non-USW represented site by March 13, 2024, any future application for employment will be considered the same as an outside applicant.

F. **Optional Voluntary Layoff**

In the event a senior employee volunteers to be laid off, as offered by the Company, from the Plant prior to their scheduled date of separation, such senior employee will be laid off instead of a junior employee without jeopardizing any benefit provided for by this Agreement. This will be considered a permanent layoff. The approval of such layoff will be determined by the Company and application must be submitted to the Company in writing.

3. **Labor Grade**

It is agreed that employees will maintain their current labor grade during the phase one clean up process.

4. **Dispute Resolution**

Any alleged violations of this Agreement will be subject to final and binding arbitration. The Arbitrator shall be selected by mutual agreement. If mutual agreement is not reached, the Arbitrator shall be selected according to the procedures of the BLA.

5. **Severance**

Employees will be awarded the enhanced severance package as outlined in Article 8, Section C.5.b(2). The total may not exceed seventy-five thousand dollars (\$75,000).

Employees may apply for severance prior to the six (6) month waiting period, however, must be on permanent layoff and will not be eligible for any transfer under this agreement.

[Signature Page Follows]

For the Company:

James P. Dykeman

For the Union:

John Saunders 3/13/24

Mark C. Lyttle March 13, 2024

March 13, 2024

Memorandum of Understanding – Severance Payments

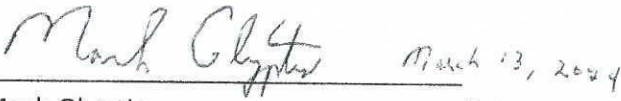
This Agreement is made by Cleveland-Cliffs Steel LLC, (hereinafter referred to as the "Company"), and the United Steel, Paper and Forestry, Rubber, Manufacturing and Energy, Allied Industrial and Service Workers International Union and its affiliated Local Union 2911, (hereinafter referred to as the "Union" or "USW"). The Company and the Union have agreed to the following to address the Mountain State Carbon who transferred to Weirton and do not contractually meet the requirement to receive severance payments under the Basic Labor Agreement (BLA) and Weirton employees who have less than three (3) years of continuous service.

Accordingly, the parties agree as follows:

- 1. Employees with less than three (3) years of plant service, who transferred from the former Mountain State Carbon Plant and do not contractually meet the requirements to receive severance will receive a separation payment equal to one (1) week of pay at the Employee's Vacation Rate of Pay for each year of Continuous Service or portion thereof based on their Company Service Date.
- 2. Weirton Employees with less than three (3) years of plant service and do not contractually meet the requirements to receive severance will receive a separation payment equal to one (1) week of pay at the Employee's Vacation Rate of Pay for each year of Continuous Service or portion thereof based on their Company Service Date
- 3. The total may not exceed seventy-five thousand dollars (\$75,000).
- 4. In order to be eligible for the separation payment, the Employee must be on layoff.
- 5. Upon receipt of the separation payment, the Employee will be terminated and forfeit all recall rights.
- 6. It is agreed that this is agreement is non-precedent setting, non-referable and only applies to the current Mount State Carbon employees and Weirton employees laid off as the result of the idling of the Weirton Facility and not potential future layoffs.



James Dyckman Date
Sr. Director Labor & Human Resources
East Operations
Cleveland-Cliffs Weirton



Mark Glyptis Date
President, Union Local 2911
United Steelworkers