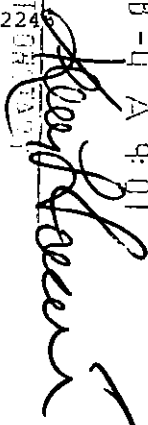


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IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, PENNSYLVANIA OF THE UNITED
STATES OF AMERICA

JOE MYERS,) Case No.: No. 19-10516
)
) CIVIL DIVISION
 Plaintiff - APPELLANT,)
)
 vs.)
) Type of Pleading:
 TIMOTHY F. McCUNE, JOSEPH H. CHIVERS, JACK)
) Concise Statement of Matters Complained of
 W. MURTAGH JR., GRAYDON BREWER, CARL V.) on Appeal
)
 NANNI, JACK LEWIS, JIM GALLAGHER, HANK)
)
 LEYLAND, GREG LOVERICK, EDWARD TASSEY, AK)
) FILED BY:
 STEEL et al, UAW (formerly Butler Armco)
) Joe Myers, pro se
 Independent Union) et al, ANGELO PAPA,) 12137 Emerald Green Court
) Jacksonville, FL 32246
 WILLIAM CUNNINGHAM, MICHAEL LETTRICH,)
)
 MARIA MILIE JONES, DENNIS ROMAN, NICHOLAS)
)
 KOCH, ADAM HOBAUGH)
)
 Defendants - APPELLEES)

PROthonotary's
OFFICE-BUTLER CO.
ENTERED & FILED
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Concise Statement

All the evidence provided in this court filing can be downloaded at www.1776ToTyranny.com on the "Timeline of CORRUPTION" page. Plaintiff Myers has stated the website in every court filing to all Defendants. Plaintiff stated this as Senator Rubio and Congressman Rutherford have started a congressional inquiry with the U.S. Department of Justice and the FBI do to the corruption Plaintiff has endured at the local, state and federal level.

1) In April of 1984 Defendant AK Steel (formerly Armco Steel) entered a **CIVIL contract** with Plaintiff Joe Myers whereby if Plaintiff followed AK Steel written directives and the LAW that AK Steel would pay wages, benefits, pension, etc. to Plaintiff. **This was NOT a labor law contract** because Plaintiff was not allowed to be part of the Defendant UAW Union (formerly Butler Armco Independent Union) for approximately 3 months. **Additionally, Defendant AK Steel pays the salaries of ALL Defendant UAW officers which makes it a company owned union which is illegal and IS and HAS been a Conflict of Interest.**

- *National Labor Relations Act (NLRB) Section 8 (a) (2) makes it an unfair labor practice for an employer "to dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it." (emphasis added)*

This is and ALWAYS has been a CIVIL legal matter but Plaintiff provided the aforementioned NLRB Section to further prove the CRIMINAL activity between Defendant AK Steel et al and Defendant UAW et al.

- 2) Plaintiff worked in various parts of the Defendant AK Steel plant during Plaintiff's almost 17 year career. In 1997 Plaintiff became part of truck and heavy equipment section until Plaintiff was illegally fired for Whistle Blowing in March of 2001. Plaintiff was required to attain a Commercial Drivers License (CDL) for this department for use **"BOTH INSIDE AND OUTSIDE THE PLANT"**.
- 3) Plaintiff had a distrust for Defendant UAW since Plaintiff found out early in Plaintiff's career that **Defendant AK Steel pays the salaries of the officers of Defendant UAW** and Defendant UAW et al validated Plaintiff's mistrust when UAW withdrew a valid Grievance filed by Plaintiff in 1998 (**Exhibit 2**) without Plaintiff's knowledge or approval. **This was more reason to not TRUST Defendant UAW.**

4) In 1999 and 2000 Plaintiff had numerous conversations with various people regarding concerns about the general fund of Defendant UAW so Plaintiff called the agency in Pittsburgh that performs audits on Union's and Plaintiff was informed the agency was very interested in coming back to do an audit of the Defendant UAW books because they had concerns. Plaintiff had numerous conversations with Defendant Leyland regarding this issue. Plaintiff then went to then Defendant UAW President Paul Kelly and requested a copy of the Union general fund documents and Kelly told Plaintiff "if you want them you will have to get an attorney to get them (records)". The next day Plaintiff went to Kelly again and requested the general fund records and Kelly gave Plaintiff the same response to have an attorney get the records. Then Paul Kelly resigns and Defendant Nanni becomes the Union president and Defendant Leyland is brought in as a Union officer **WITHOUT AN ELECTION**. After Kelly resigned Plaintiff was asked by a Defendant AK Steel dispatcher to call Defendant Lewis at the ON AK STEEL PROPERTY Union hall. When Plaintiff called Lewis Plaintiff was informed by Lewis that the Union officers wanted to meet with Plaintiff **"before the attorneys got involved" were Lewis's words**. Plaintiff went to the meeting in which Defendant Nanni started swearing at Plaintiff and accusing Plaintiff of telling people the Union officers were embezzling money. Plaintiff NEVER made that statement and told Nanni that FACT. Plaintiff did say to Nanni the Union officers made themselves look bad when they knew Plaintiff asked Kelly for the Union records and Plaintiff was told he would have to get an attorney to request the records. **This incident proved to Plaintiff the Defendant UAW et al would NEVER protect Plaintiff and the evidence throughout this and every court filing by Plaintiff will prove the point Plaintiff was targeted by Defendant AK Steel and Defendants UAW et al and ALL other Defendants.**

- 5) During the year of 2000 Plaintiff had numerous conversations with OSHA official Jim Connell about operating defective heavy equipment and overloading the tractor-trailers on roads the public uses on Defendant AK Steel property. Defendant AK Steel allows the Heckett Slag company to conduct business on AK Steel property and allowed anyone from the public to drive onto AK Steel property to purchase slag. Anyone that drove into the plant came to an intersection that was at the bottom of the extremely steep hill with an approximately 90 degree bend half way down the hill that went to the Hilltop facility of Defendant AK Steel. Plaintiff and co-workers were then and NOW still required to haul unsecured grossly overloaded trailers pulled by a truck/tractor that was not rated to haul that weight (**Exhibits 5 and 26**) from the Hilltop facility down the extremely steep hill with the approximately 90 degree bend to the intersection the public enters and down the road to the main plant on the same roads the vendors (**non-AK Steel employees**) use.
- 6) Prior to Plaintiff being illegally fired for Whistle Blowing Plaintiff was disciplined (**Exhibit 3**) when a Stake Truck Plaintiff was operating rolled onto its side **after Plaintiff was verbally instructed to NOT chain down the pinion gear (CRIME)** which was against the law and Defendant AK Steel written policy which is PUBLIC POLICY LAW. **The pinion gear rolled to the side boards of the truck rolling over the truck with Plaintiff inside that had the potential to seriously injure or KILL Plaintiff or someone else.** A similar incident previously happen to co-worker, **Dan Redick**, yet Defendant AK Steel **NEVER told Plaintiff about it (A CRIME)** which would have prevented the incident that happened to Plaintiff. After Plaintiff's incident Plaintiff was shown pictures of the Dan Redick incident that were in Defendant AK Steel files all along. Defendant AK Steel knew this was an unsafe practice but did NOTHING until after the truck rolled over on Plaintiff - **CRIME!**

After the truck rolled over with Plaintiff inside the truck it was only THEN Defendant AK Steel started requiring the **pinion gear** to be hauled by a low-boy tractor trailer PROVING AGAIN Defendant AK Steel KNEW it was dangerous to haul it by a Stake Truck. After the incident Plaintiff was required by Defendant AK Steel to take a breathalyzer test as well as a urine test as required by Pennsylvania Motor Code, which Plaintiff passed both tests. **AGAIN Defendant AK Steel followed Pennsylvania Motor Code LAW. The very act of Defendant AK Steel having pictures of the truck incident with co-worker Dan Redick and NOT informing Plaintiff was a CRIME yet Defendant McCune REFUSED to investigate the CRIME!**

- 7) After Plaintiff received discipline for the incident of the truck rolling over on Plaintiff when he was verbally directed **NOT** to chain down the pinion gear, because the machine shop did not want undo stress on the bearings, Plaintiff became concerned of criminal and civil liability so Plaintiff called the PA Attorney General's office and spoke with Mr. David Devries. After Plaintiff explained to Devries that Defendant AK Steel was verbally instructing Plaintiff and co-workers to operate defective heavy equipment and grossly overload tractor-trailers on roads that the public and vendors use that violated Defendant AK Steel written policy as well as ALL LAWS and the LAW of PUBLIC POLICY Plaintiff asked Devries if Plaintiff would be legally liable. Devries stated that not only would Plaintiff be held civilly liable but if someone was hurt or killed Plaintiff could be held criminally liable and could quite possibly serve a prison term. Plaintiff informed Defendant Tasse of the conversation Plaintiff had with Devries yet Defendant Tasse illegally fired Plaintiff in the future for WHISTLE BLOWING. **THIS CALL WITH DEVRIES AS WELL AS FUTURE EVIDENCE in this court filing PROVES this case has NOTHING to do with LABOR LAW but IN FACT this case is ALL about CRIMINAL and CIVIL LAW.**

Labor law could never protect Plaintiff civilly or criminally and **ALL DEFENDANTS knew THEN and know that FACT NOW!**

- 8) **Exhibit 6** is a letter of suspension Plaintiff received for the violation of General Safety Order (GSO) #3. Plaintiff assumed proper procedure was followed when AK Steel supervisor Dean Widdenhoffer as well as other co-workers were on the railroad tracks before Plaintiff. Plaintiff unknowingly violated the GSO when Plaintiff observed Widdenhoffer and co-workers on the railroad tracks so Plaintiff was not the first person to violate the GSO YET Plaintiff was the only one disciplined. Plaintiff confronted Defendant Tassej to inquire as to WHY Plaintiff was the only person disciplined and Defendant Tassej stated he had asked that question to his boss, Tom Ayers, and Defendant Tassej stated that **Ayres told Tassej to "mind his own business"**. Plaintiff instructed the Defendant UAW to file a Grievance for "discrimination" but Defendant UAW only filed the Grievance for the discipline. An investigation meeting was held on the Grievance which Defendants Lewis and Loverick attended with Plaintiff along with Defendant AK Steel representative Robert Newcombe. At the meeting Plaintiff questioned why Plaintiff was singled out and discriminated against and was told they (Defendant AK Steel and Defendant UAW) could not rule on that issue only the discipline itself. **Defendants KNEW they could not rule on discrimination because they KNEW it was another CIVIL LEGAL MATTER that they HAD NO JURISDICTION to rule on!!! More evidence of Whistle Blower retaliation!**
- 9) Another disciplinary meeting on 12-15-00 (**Exhibit 7 hand written notes by Defendant Loverick**) was held because Plaintiff hauled within the legal load limit and completed the required job assignment YET in the meeting on the issue Defendant Tassej stated he wanted Plaintiff to haul overloaded.

Plaintiff asked Defendant Tassej if Plaintiff did not haul overloaded would Plaintiff be terminated to which Defendant Tassej replied "NO" YET Defendant Tassej did terminate Plaintiff. Plaintiff wanted to follow Defendant AK Steel written directives (Exhibits 1, 4, 5, 8 and 12) and ALL LAW and the LAW of PUBLIC POLICY which AK Steel had already disciplined (Exhibit 3) Plaintiff for following verbal orders that violated AK Steel written directives yet Defendant Tassej was giving Plaintiff verbal orders again to violate written AK Steel directives. In this meeting Plaintiff stated to Defendant Tassej on page 1 "I still feel it is unsafe and I want to be disqualified and sent back to zone 6. I can't do the job safely the way you want me to. I can't afford to go to jail." Other Defendant AK Steel employees have been disqualified YET Defendant Tassej refused to disqualify Plaintiff so Tassej could illegally FIRE PLAINTIFF. On page 3 (Exhibit 7) Plaintiff requested everything from his employment file stating "I need everything for my attorney" so Defendant Tassej, Defendant UAW and Defendant Loverick knew this was about CRIMINAL and CIVIL LAW and NEVER labor law.

- 10) **Exhibit 8** is a letter dated 1-31-01 Plaintiff received from Defendant AK Steel V.P. of Human Resources Brenda Harmon regarding AK Steel's corporate policies covering equal employment opportunity, harassment and workplace violence. Page 3 under **POLICY** the document states "The Company further prohibits threats, threatening behavior, or acts of violence against employees or other individuals by anyone on AK Steel property or off AK Steel property if the prohibited conduct relates to an individual's employment with the Company. Such misconduct, regardless of who originates it or participates in it, and regardless of whether it is oral, written, or physical conduct, must be promptly reported and will be investigated. If found to have occurred, appropriate corrective action will be taken up to and including termination of the offending individual's employment."

Criminal activity may also be referred to the appropriate authorities which may result in arrest and prosecution." (emphasis added) Plaintiff had repeatedly reported the harassment as well as criminal and civil activity with his comments in investigation meetings as well as Exhibits 7, 9 and 11 not to mention Defendant AK Steel written policies Exhibits 1, 4, 5, 8 and 12 that validate Defendant AK Steel knew this was a CRIMINAL and CIVIL matter and had NOTHING to do with labor law.

11) Exhibit 4 is the Armco's Safety and Security Handbook that was given to Plaintiff and co-workers in 1999 and inforce while Plaintiff was CIVILLY contracted and employed by Defendant AK Steel. The following points validate Plaintiff's claims of FRAUD and criminal activity by ALL Defendants. This document was presented at the illegal arbitration that exonerated Plaintiff and was ignored by corrupt Arbitrator Dean. See underlined portions:

a) Page 1 states that safety is paramount and a Supervisor will

"TEACH" you how to do your job safely.

b) Page 2 again speaks of safety.

c) Page 5 again expounding on safety.

d) Page 6 instructs an employee to report safety concerns

"IMMEDIATELY" to your supervisor WHICH PLAINTIFF DID REPEATEDLY.

Additionally stating that "The rules and instructions contained in this book are supplementary to applicable Federal, State, and local laws and regulations. In the event of differences, the higher standard of safety shall apply." (emphasis added) This last sentence vindicates Plaintiff of EVERY issue Defendant AK Steel illegally fired Plaintiff over and proves Defendant AK Steel LIED and committed FRAUD and every Defendant knew as well and are still conspiring against Plaintiff by trying to claim NLRB overrules CRIMINAL and CIVIL LAW and ALL Defendants KNOW IT DOES NOT!!!!

- e) Page 7 expounds again on the importance of safety.
- f) Page 68 details the requirement to follow the State Motor Code for ALL employees on company property.
- g) Page 71 states that ALL deficiencies on mobile cranes MUST be corrected prior to use **yet Plaintiff and co-workers were required to operate defective mobile cranes. One such incident was operating the Linkbelt crane with a bent boom extension that was removed after repairman for being bent YET Defendant AK Steel instructed the repairman to put it back on the crane and instructed Plaintiff and co-workers to operate the defective crane for almost a year before the boom extension was repaired.**
- h) Page 78 makes it clear not to be insubordinate **yet Defendant Tassej gave Plaintiff a verbal order that violated the law and Defendant AK Steel written policy WHICH IS PUBLIC POLICY LAW and then Tassej fired Plaintiff for WHISTLE BLOWING.**
- i) Page 79 makes it clear to follow Defendant AK Steel safety protocol and not to violate OSHA standards **yet that is what Defendant AK Steel did was fire Plaintiff for FORCING Plaintiff to violate their own written directives and OSHA LAW.**
- j) Pages 80 and 81 details that Plaintiff was required to properly operate vehicles and not violate criminal laws. **Defendant AK Steel IN FACT committed a crime by EXTORTING from Plaintiff and Plaintiff's family Plaintiff's wages, benefits, pension, etc. by verbally ordering Plaintiff to violate the law and AK Steel's own written directives that AK Steel had disciplined Plaintiff for before (Exhibit 3) and when Plaintiff followed the LAW and AK Steel written directives Defendant AK Steel fired Plaintiff.**

12) **Exhibit 9** is a letter dated 3-1-01 sent from Plaintiff's then legal counsel Dennis Moskal to Defendant AK Steel challenging the criminal and civil liability being imposed on Plaintiff and Plaintiff's co-workers and the question as to whether Defendant AK Steel company liability insurance would cover Plaintiff or co-workers in the event of an accident or fatality occurred. Moskal also raised the issues that Defendant AK Steel receives state funding for the plant railroad crossings. This letter was sent to then **Defendant AK Steel CEO, Richard Wardrop, Jr. and Defendant Tassey** and they were well aware of the CIVIL and CRIMINAL issues Plaintiff has exposed in this court filing. **Once again this is evidence that ALL Defendants knew THEN and know NOW that Plaintiff's case has nothing to do with labor law but only CRIMINAL and CIVIL LAW.**

13) About a week before Plaintiff was escorted out of the Defendant AK Steel plant Plaintiff met with Defendant Nanni who was the Union president at the time. Plaintiff asked Nanni what the Union was going to do on behalf of Plaintiff as Plaintiff was scheduled to operate the overloaded truck on 3-23-01 even though there were people of less seniority that could have been scheduled on the truck and **one person was Defendant Loverick.** Nanni told Plaintiff that Nanni was afraid Defendant AK Steel was going to fire a Union officer to put the fear of God in the Union membership because contract negotiations were starting soon. Plaintiff stated to Nanni - so what you are saying is Plaintiff's job is expendable - and of course Nanni started swearing at Plaintiff again.

14) **Exhibit 11** is the letter dated 3-21-01 **sent from Plaintiff to Defendant AK Steel CEO Wardrop, Defendant Tassey, Rick Winters and Defendant AK Steel et al** detailing the selective discipline and railroading of Plaintiff as well as the **CRIMINAL and CIVIL** liability being imposed on Plaintiff and co-workers.

This validated that ALL Defendants Conspired Against Plaintiff's Rights U.S.C. 18 Section 241.

- 15) **Exhibit 12** was a **Daily Safety Contact** with Plaintiff's name on it. The document stated **"Contact #1 Do not overload trucks, haul within legal load limits. Contact #2 Secure all loads on all vehicles."** This document was provided to the all drivers the day before Plaintiff was illegally fired when Defendant Tassej verbally ordered Plaintiff to violate not just this safety contact from the day before but also **Exhibits 1, 4, 5 and 8.**
- 16) **Exhibit 1** is a **Monthly Safety Packet July 2001** that provides a **Safety and Health Standard Procedure** document (**references Exhibit 4**) that was originally issued on **7-19-71** prior to Plaintiff being hired by Defendant AK Steel (see page 9 of 10). This document was given to Plaintiff's co-workers after Plaintiff was illegally FIRED FOR WHISTLE BLOWING. The following points continue to validate Plaintiff's claims of FRAUD and CRIMINAL activity by ALL Defendants. **See underlined portions:**
- a) This document was presented by Defendant UAW at the illegal arbitration that Plaintiff was defrauded into attending by Defendant Murtagh and Defendant Chivers.
- b) Page 1 of 10 states requirements for mobile equipment operators. Plaintiff was repeatedly ordered to operate defective heavy equipment and mobile cranes.
- c) Page 4 and 5 of 10 **Defendant AK Steel made it very clear to operate vehicles in STRICT CONFORMANCE WITH ALL PROVISIONS of the State Motor Code BOTH INSIDE AND OUTSIDE THE PLANT. PARTICULAR ATTENTION to OVERLOADING and CONDITION OF VEHICLE.**

- d) Page 6 of 10 states "The operator of any motor vehicle involved in an accident resulting in death or personal injuries in any degree shall...forward a report to the appropriate State Agencies." This proves Defendant AK Steel knew their property was not under labor law but in fact CRIMINAL and CIVIL LAW.
- e) Page 7 of 10 continues to expound on restrictions do to loading, vehicle capacity, operation limits and specifically "ANY OTHER OPERATING INSTRUCTIONS, WARNINGS OR PRECAUTIONS LISTED IN THE OPERATOR'S MANUAL FOR THE TYPE OF VEHICLE WHICH THE EMPLOYEE IS BEING TRAINED TO OPERATE." Advisory notice by Defendant AK Steel detailing the combination weights employees were to abide by (Exhibit 5). The Operator's manual for truck/tractor that Plaintiff was verbally instructed to use to tow the grossly overloaded trailers was very clear about NOT exceeding ratings of the tractor or serious injury or death could occur (Exhibit 26).
- f) Page 8 of 10 references Defendant AK Steel Safety and Security Handbook (Exhibit 4) which substantiates the written regulations in this Exhibit that Plaintiff and co-workers were instructed to verbally violate and STILL ARE with excessive unsecured overloading at the Butler AK Steel Plant.
- 17) Exhibit 13 is the letter Plaintiff received from Defendant AK Letter dated 4-5-01. The letter was signed by Defendant Tasseyy intending to suspend Myers with intent to discharge Plaintiff on 4-11-01. Tasseyy admitted in writing his illegal directive for Plaintiff to break the law hauling the grossly overloaded trailers with a tractor not rated to haul the load. Exhibits 1, 4, 5, 8, 12 and 27 provide further evidence of Tasseyy's CRIMINAL directive to Plaintiff.

- 18) On 4-9-01 Plaintiff contacted **Brenda Harmon** - V.P. of Human Resources, for Defendant AK Steel - who wrote the letter (**Exhibit 8**) dated 1-31-01. Plaintiff contacted Harmon to file a complaint. Harmon called Plaintiff back and informed Plaintiff to contact **Rick Winters in Human Resources Manager at the Defendant AK Steel plant in Butler.**
- 19) **Exhibit 14** is the letter Plaintiff received from Defendant AK Steel dated 4-5-01 from Mike Seyler stating he was going to uphold Plaintiff's suspension with intent to discharge Plaintiff. Seyler as Defendant Tassej only used the parts of the **Armco Safety and Security Handbook (Exhibit 4)** to railroad Plaintiff and committed FRAUD because Defendant AK Steel et al knew that the SAME Safety and Security Handbook exonerated Plaintiff. In the same letter Seyler stated Plaintiff's claim of harassment had been reported to the aforementioned Rick Winter in Human Resources.
- 20) On 4-12-01 Plaintiff contacted Rick Winter to file a complaint with Human Resources. On 4-19-01 Winter returned a call to Plaintiff to inform Plaintiff that Winters would not pursue Plaintiff's complaint against Defendant AK Steel. The corruption continues because Defendant AK Steel pays the salary, benefits, etc. of Winter just like Defendant AK Steel UAW officers.
- 21) In April 2001 Plaintiff retained Defendant Chivers after Plaintiff explained the illegal firing of Plaintiff by Defendant AK Steel. Chivers informed Plaintiff that Defendant AK Steel's actions against Plaintiff were illegal and it was against the law of PUBLIC POLICY. Prior to retaining Chivers Plaintiff reluctantly signed a Grievance Form but Plaintiff informed Chivers that Plaintiff did not trust Defendant UAW or Defendant Murtagh and Plaintiff did not want agree to arbitration because this was not a labor law issue and Chivers agreed with Plaintiff it was IN FACT a CIVIL and CRIMIAL matter and NOT labor law.

Chivers promised to file a Complaint in court if Chivers could not resolve Plaintiff's illegal termination through negotiations. In the next month or so Chivers contacted Plaintiff and stated he had spoken to Defendant Murtagh and Murtagh told Chivers that Plaintiff could not go to CIVIL court until Plaintiff went through arbitration WHICH Plaintiff now knows was **FRAUD**. ALL Defendants THEN and NOW know that if Plaintiff would have hurt or killed anyone while being verbally directed to violate Defendant AK Steel written policy and the LAW that Defendants UAW et al, Murtagh or Chivers would not be able to protect Plaintiff criminally or civilly with labor law. **With ALL the Defendants SO-CALLED LOGIC Defendant AK Steel could order any employee to kill another employee and labor law would protect the employee that killed the other person - ABSOLUTELY INSANE!**

22) **Exhibit 15** is the Grievance Form dated 4-12-01 filed by the Defendant UAW et al that lied to Plaintiff along with Defendants Murtagh and Chivers to enter an arbitration that ALL Defendants KNEW THEN and KNOW NOW had NOTHING to do with labor law but was IN FACT under CRIMINAL and CIVIL LAW.

23) **Exhibit 16** is a letter dated 5-19-01 that Plaintiff sent Defendant UAW requesting a videographer at the illegal arbitration because Plaintiff stated LIES that were made in previous corrupt meetings regarding Plaintiff's illegal firing. **More proof that Plaintiff did not trust the fraudulent process.**

24) **Exhibit 17** is a Defendant AK Steel document dated 5-22-01 requiring AK Steel supervisor's to have a quota for writing an unsafe act and one unsafe condition on employees. Plaintiff believes the goal of Defendant AK Steel was to have each employee have a file so if they stood up against corruption they would be terminated **JUST LIKE PLAINTIFF WAS!**

- 25) **Exhibit 21** is a letter of discipline to former co-worker of Plaintiff dated 6-21-01 AFTER PLAINTIFF WAS ILLEGALLY FIRED. This letter was sent to Dave Masartis when he was operating the same truck/tractor and overloaded trailer that Plaintiff was verbally ordered to illegally operate on 3-23-01 by Defendant Tasse. Plaintiff had consistently stated the unsafe manner of hauling unsecured coils on that truck and Dave Masartis was disciplined because a coil rolled out of the trough of the trailer which Tasse stated in the letter was "UNSAFE PERFORMANCE" which validated Plaintiff's concerns all along. This was not the first time a coil rolled out of the trough of the trailer. **More evidence of FRAUD.**
- 26) **Exhibit 27** is a document of Defendant AK Steel stating the Gross Vehicle Combination Weight Rating (GVCWR) is UNKNOWN! **This again was FRAUD by Defendant Tasse illegally verbally instructing Plaintiff to operate a vehicle that even Defendants ADMIT IN WRITING they do not even know the GVCWR rating and VERBALLY directing Plaintiff and co-workers to illegally operate the grossly overloaded trailer with a tractor not rated to haul the trailer (Exhibit 26) down an EXTREMELY steep hill with an almost 90 degree bend half way down the hill to an intersection Defendant AK Steel allows the PUBLIC AT LARGE to drive on their property.**
- 27) **Exhibit 23** is the Verbatim Record dated and held on 8-20-01 of the kangaroo court arbitration. Plaintiff has provided Plaintiff's rebuttals before the Verbatim Record. The points below validate the criminal corruption of ALL Defendants at the time and the conspiracy of ALL Defendants NOW. The references below are by **PAGE** and **LINE** of the Verbatim Record:
- a) **Page 7 lines 23-25 and Page 8 lines 1-9** Defendant Murtagh states that Defendant AK Steel (**fraudulently**) state that Plaintiff refused a direct order. Murtagh then states that Plaintiff raised concerns of exposure of criminal and civil liabilities.

This RECORD proves ALL Defendants new Plaintiff's case was always about criminal and civil liability and NEVER a labor law issue. At that point the Arbitrator and ALL Defendants had a LEGAL DUTY to stop the kangaroo court arbitration and transfer the legal matter to CRIMINAL and CIVIL court.

- b) Page 22 line 9 Defendant AK Steel Industrial Relations Manager - Bill Gonce testifies he reports directly to Middletown legal department. Page 28 lines 4-25 and Page 29 lines 1-20 Defendant Murtagh asked Gonce if he received a letter from then Plaintiff's legal counsel Moskal (Exhibit 9) and a letter from Plaintiff (Exhibit 11) and Gonce testified he did but Defendant AK Steel legal department stated there was no need to respond. Both of the aforementioned letters were sent to then Defendant AK Steel CEO Wardrop, Defendant Tassey and Human Resources Manager Rick Winter as well. More evidence of FRAUD that ALL Defendants have participated in against Plaintiff to deny Plaintiff ALL Constitutional RIGHTS GUARANTEED to Plaintiff and EVERY CITIZEN.
- c) Page 61 lines 17-21 Defendant Tassey testified I was not insubordinate so Plaintiff's termination letter (Exhibit 13) was FRAUD.
- d) Page 87 lines 7-25 and pages 88 and 89 and page 90 lines 1-3 Defendant Tassey testifies to the truck rolling over with Plaintiff inside the truck and Tassey also testified Defendant AK Steel entered (Exhibit 3) as evidence at the arbitration.
- e) Page 93 lines 7-25 Defendant Tassey testified that Defendant AK Steel document required Plaintiff to follow the PA Motor Code **both inside and outside the plant paying particular attention to overloading** with is a violation of the LAW of PUBLIC POLICY. Once again the termination letter (Exhibit 13) was FRAUD.

- f) **Page 96 lines 20-25 and Page 97 lines 1-8** Defendant testifies that he DID NOT contact OSHA, Pennsylvania State Police, Pennsylvania Attorney General's office, United States Department of Transportation or any legal counsel in regard to Plaintiff's civil and criminal claims.
- g) **Page 97 lines 23-25 and Page 98 lines 1-12** Defendant Tasse testified that Tasse had a phone conversation with then Plaintiff's legal counsel Moskal. Moskal sent a letter (**Exhibit 9**) to Defendant AK Steel CEO and Defendant Tasse questioning the criminal and civil liability being perpetrated against Plaintiff and Plaintiff's co-workers.
- 28) On **9-18-01** Plaintiff called and spoke with Defendant AK Steel Board of Director, **Bonnie Hill**, to inform Hill of the corruption. Hill stated to Plaintiff it is my understanding you were fired for other reasons and refused to become involved.
- 29) **Exhibit A** is the retainer agreement between Plaintiff and Defendant Chivers. Chivers agreed to an intervention with Defendant AK Steel on behalf of Plaintiff and if a mutual agreement could not be reached Chivers would file a Complaint in court on behalf of Plaintiff which Chivers **NEVER DID which is FRAUD!**
- 30) **Exhibit B** was a letter dated 10-4-01 from Plaintiff to Defendant Chivers after a phone call in which Chivers requested that Plaintiff provide a list of Plaintiff's demands. Plaintiff's demands listed in the letter were:
- **Plaintiff's receives future lost wages, pension, benefits, etc.**
 - **Safety will be for safety and not for retaliation or intimidation.**
 - **The resignation of Defendant AK Steel CEO Wardrop because he was behind all of the issues of Defendant AK Steel and the Defendant AK Steel Boardd of Directors were well aware of as Exhibit 1A proves.**

- 31) **Exhibit C** is a letter dated 10-19-01 sent from Defendant Chivers to Defendant AK Steel in which Chivers committed legal malpractice by sending a demand letter not even close to Plaintiff's demands. Chivers illegally informed AK Steel that Plaintiff would settle for \$40,000 and reinstatement or \$150,000 and permanent resignation. Plaintiff's future losses would have totaled in the millions which **validates Chivers legal malpractice in his own writing negating the need for a Certificate of Merit!** The only statement Chiver made in this letter that honored the contract Chivers had with Plaintiff was that "If the matter cannot be resolved amicably at this time, it is my intent to proceed quickly to court and take any other actions necessary to bring attention to AK Steel's practices." **but Chivers NEVER did honor his contract with Plaintiff or file a complaint in court!**
- 32) **Exhibit D** is a letter dated 10-23-01 sent from Defendant Chivers to Defendant AK Steel after Plaintiff called Chivers to inform Chivers of his **legal malpractice**. Chivers stated in the letter that "After additional consultation with my client, he wishes to convey additional demands..." which again **WAS A LIE** because he knew very well Plaintiff's ONLY demands in Plaintiff's letter to Chivers (**Exhibit B**).
- 33) **Exhibit E** was a letter dated 10-25-01 from Defendant AK Steel rejecting Plaintiff's demands.
- 34) **Exhibit 28** was a letter dated 11-29-01 sent by Plaintiff to then Butler District Attorney Defendant McCune. Plaintiff stated the corruption Plaintiff was dealing with and stated **U.S.C. Title 18 Section 241 Conspiracy Against Rights, Section 245 Federally protected activities and Section 3559 which defines extortion.**

- Section 3559 2(C) "the term "extortion" means an offense that has at its elements the extraction of anything of value from another person by threatening or placing that person in fear of injury to any person or kidnapping of any person." (emphasis added)

Defendant McCune could have ascertained ALL of the evidence Plaintiff has but he chose to violate his sworn duty to uphold the Constitution of the United States of America and protect Plaintiff.

35) **Exhibit 29** is the OPINION AND AWARD by corrupt Arbitrator Dean dated 11-30-01. While there are glaring points of corruption throughout the document Plaintiff will focus on a couple key points. Dean states on page 11 at the bottom of the page that "employees are generally prohibited from engaging in self-help" so by Plaintiff trying to protect his own safety and life as well as co-workers and anyone else, which is CIVIL LAW, Dean is calling it "**self-help**" which is FRAUD and UNLAWFUL for Dean to even state. Dean validates his FRAUD when Dean states on page 16 at the bottom of the second paragraph "...he generally does not render fully authoritative rulings on questions of statutory law." which proves Dean knew this was never a NLRB issue but IN FACT a CIVIL and CRIMINAL matter. ALL Defendants part of the corrupt arbitration knew that **Exhibit 4** exonerated Plaintiff but chose to not protect Plaintiff **which is FRAUD at the highest level!**

36) **Exhibit F** is a letter dated 12-3-01 from Plaintiff to Defendant Chivers detailing Chivers points of **legal malpractice** and requesting Chivers to write a letter to Defendant AK Steel denouncing his **legal malpractice** in the prior letters and send a copy to every board of director of Defendant AK Steel **adding U.S.C. Title 18 Section 241 Conspiracy Against Rights which Chivers flatly refused before.** Chivers NEVER did honor Plaintiff's request!

37) **Exhibit 30** is the letter dated 12-12-01 that Plaintiff received from Defendant UAW written by Defendant Murtagh after Plaintiff requested an appeal. On page 2 of the Murtagh letter in paragraph 3 Murtagh admits in writing that Plaintiff's claim is IN FACT a CRIMINAL and CIVIL matter when he states "**...not to mention the question of legality raised by Mr. Myers.**" The aforementioned Verbatim Record (**Exhibit 23**) validates Murtagh and ALL Defendants were well aware this was a CRIMINAL and CIVIL case and **COMMITTED FRAUD** with a corrupt kangaroo court arbitration hearing. Defendants UAW et al and Murtagh have continued to put the union members in legal peril by refusing to do anything **WHICH IS FRAUD!** Murtagh KNEW all along he defrauded Plaintiff into going to a corrupt arbitration that harmed Plaintiff and Plaintiff's family of their property of future wages, pension, benefits, etc.

38) **Exhibit 31** is a letter dated 12-19-01 from **Defendant McCune** where he acknowledges having a copy of the letter (**Exhibit 11**) Plaintiff sent to Defendant AK Steel CEO Wardrop et al which details the corruption Plaintiff endured and **McCune REFUSED** to obey his sworn duty to uphold the Constitution of the United States of America and protect Plaintiff. The **FACT** that McCune refused to investigate the crime committed against Plaintiff when the truck rolled over on Plaintiff (**Exhibit 3**) **is a criminal act by McCune and McCune should be prosecuted!**

39) **Exhibit G** is the FAX dated 1-8-02 Plaintiff sent to Defendant Chivers that provided the Murtagh letter (**Exhibit 30**) sent to Plaintiff that Murtagh admits Plaintiff's case was in FACT a CRIMINAL and CIVIL matter. **Chivers was well aware of the corruption and did NOTHING!**

- 40) **Exhibit H** is a letter dated 1-10-02 sent from Plaintiff to Defendant Chivers terminating the contract for Chivers to represent Plaintiff. Plaintiff reiterated Chivers legal malpractice in the letter.
- 41) **Exhibit I** is a letter dated 1-21-01 from Defendant Chivers to Plaintiff confirming Chivers received Plaintiff's letter (**Exhibit H**). Chivers referenced in the letter that Plaintiff retained Defendant Papa and attempted to deny any legal malpractice!
- 42) **Exhibit 33** is the **AK Steel Safety Health and Security Handbook** that was published June 2002 **AFTER PLAINTIFF WAS ILLEGALLY FIRED**. This document has basically the same wording as **Exhibit 4** the only difference is pagination. **See underlined portions:**
- a) Page 7 is the same as page 6 of **Exhibit 4** and states "The rules and instructions contained in this book are supplementary to applicable federal, state and local laws and regulations. In the event of differences, the higher standard of safety shall apply."
 - b) Page 98 provides the same wording as page 68 of **Exhibit 4** that details the requirement to follow the State Motor Code for ALL employees on company property.
 - c) Page 106 is the same as page 71 of **Exhibit 4** that states that ALL deficiencies on mobile cranes MUST be corrected prior to use.
 - d) Page 114 is the same as page 79 of **Exhibit 4** that makes it clear to follow Defendant AK Steel safety protocol and not to violate OSHA standards
 - e) Pages 115 and 116 are the same as pages 80 and 81 **Exhibit 4** that details that Plaintiff was required to properly operate vehicles and not violate criminal laws.
 - f) Page 118 states "It is AK Steel's policy is to furnish evidence of any breach of honesty, theft, or attempted theft to local law enforcement authorities and to cooperate with them in all respects and to urge prosecution."

Defendant AK Steel et al violated their own policy and LAW when AK Steel extorted Plaintiff's future wages, pension, benefits, etc. and did not report the CRIME to law enforcement!

- 43) **Exhibit 34** is a document dated 9-11-02 that is a newsletter from Defendant UAW et al. In the newsletter Defendant UAW quotes corrupt Arbitrator Dean that stated in a recent award "Although the Grievant clearly violated work rules with which he was familiar, the record strongly suggests that the Grievants misconduct was provoked in substantial part by the supervisor's oppressive management style." The Defendant UAW et al went on to state "The Arbitrator ruled that discharge was not appropriate." While Plaintiff will NEVER concede this was ever a labor law issue this document proves Plaintiff was railroaded by the Arbitrator because the Plaintiff was following WRITTEN DIRECTIVES and the LAW and was NOT INSUBORDINATE AT ALL which is FRAUD BY ALL DEFENDANTS THEN AND NOW.
- 44) **Exhibit 35** is a letter dated 1-1-02 from Defendant AK Steel CEO Wardrop alleging his sympathy for the PREVENTABLE DEATH of KEITH ECKENRODE when Wardrop in fact was directly responsible because of his oppressive management style that Plaintiff will validate with more Exhibits. Plaintiff's case proves Wardrop could care less about safety or lives.
- 45) **Exhibit 36** is a document dated 11-6-02 that is another newsletter from Defendant UAW. Defendant UAW stated in the newsletter that "AK Steel has gone too far in its campaign to harass, intimidate, coerce and threaten the hardworking men and woman of Butler who have for the last 75 years made the Butler Operation one of the most profitable plants in the world." More FRAUD on the part of Defendant UAW et al against Plaintiff. Defendant UAW et al knew Defendant AK Steel EXTORTED Plaintiff's future wages, pension, benefits, etc. and yet they participated in the Conspiracy Against Plaintiff's Rights U.S.C. 18 Section 241.

46) **Exhibit 38** is a letter dated 11-12-02 from Defendant AK Steel et al to OSHA Pittsburgh Area Director, **Robert Szymanski**. The following points continue to validate Plaintiff's claims of FRAUD and CRIMINAL activity by Defendant AK Steel et al and ALL Defendants have been part of the conspiracy.

See underlined portions:

- a) Page 1 the last paragraph it states "Our trucks are not over loaded." and then continues to comment on the weights of the trailers. **Exhibit 27** validates the **FRAUD** of Defendant AK Steel et al as they admitted they did not even know the GVCWR of the truck/tractor and the trailer. **Exhibit 26** validates that the truck/tractor has gross axle weight, gross vehicle weight and gross combination weight ratings - **the maximum combination rating for that truck/tractor axles is 80,000 pounds. The Owner's Manual warns NOT to exceed those ratings by overloading or it could cause component failure resulting in personal injury or death.**
- b) Page 2 Defendant AK Steel et al states that the coils are not unsecure because the coils are in a trough and that the coils are susceptible to damage. These same coils are transported over the road and MUST be chained down but provisions are made to not damage the coils so it CAN BE DONE. **Exhibit 21** states a coil rolled out of the trough PROVING it is not secure. The letter of discipline stated it was unsafe and **was signed by Defendant Tasseey.**
- c) **Attachment 2** of Defendant AK Steel et al is a **Job Safety And Health Analysis (JSA)**. This document is **NOT** a directive as the word "**Analysis**" in the title proves YET once again Defendant AK Steel et al is committing **FRAUD** by sending the document to OSHA.

- d) There is another page provided by Defendant AK Steel et al that does not have an Attachment/Exhibit reference but it states "Operators of plant vehicles are not to transport loads which are unstable or above the rated capacity of their vehicles." The **Truck L-196** from **Exhibit 27** has a maximum combined axle rating of 52,000 (front axle 14,000 and each of the tandem axles are 19,000 each) pounds so towing the overloaded trailer exceeds the combination axle ratings of 80,000 pounds on **Truck L-196** which is against the LAW and PUBLIC POLICY.
- e) **Attachment 5** of Defendant AK Steel et al is the same **Safety And Health Standard Procedure** the same as **Exhibit 1** provided by Plaintiff. Defendant AK Steel et al validated Plaintiff's claims yet continue to **DEFRAUD OSHA.**
- 47) **Exhibit 40** is a letter dated 11-29-02 from Plaintiff to OSHA Pittsburgh Area Director, **Robert Szymanski**. This letter was to rebut Defendant AK Steel et al letter (**Exhibit 38**). Plaintiff details the continued LIES and FRAUD of Defendant AK Steel et al in this letter and highlights portions by underlining. Page 5 of the letter details that Plaintiff contacted OSHA prior to Plaintiff's illegal firing yet high ranking OSHA officials stated Plaintiffs issues did not fall under OSHA jurisdiction but IN FACT **Exhibit 42** proved Plaintiff's issues did fall under OSHA jurisdiction. Page 6 of this letter provides the same Exhibits stated in this court filing.
- 48) **Exhibit 42** is a letter dated 1-16-03 sent to Plaintiff from OSHA stating "As long as the weights carried do not exceed the maximum rated capacity of the equipment it is not considered a recognized hazard." IN FACT the excessively overloaded trailers did exceed the axle ratings of **Truck L-196** from **Exhibit 27**! The letter also stated "However, the condition of the roadways in the plant must be appropriate for the safe operation of the equipment, and the loads must be adequately secured."

The roadway is an extremely steep hill with approximately a 90 degree bend that comes down to the intersection at the same crossroads - that vendors and the public enter Defendant AK Steel et al property - while hauling excessively heavy trailers by **Truck L-196** from **Exhibit 27** that is not rated to tow the weight. **Exhibits 1, 4, 5, 9, 11, 12, 21 and 27 PROVE Defendant AK Steel et al have always known of their CRIMINAL and CIVIL violations and OSHA violations YET CONTINUE THEIR FRAUD!**

- 49) **Exhibit 44** is a newspaper article in which Defendant Gallagher makes numerous comments validating Plaintiff's legal claims.
- 50) **Exhibit 45** is an article from the USWA organization that states **former Defendant AK Steel CEO Wardrop** was being investigated for violating campaign financing laws.
- 51) **Exhibit - U.S. Attorney General letter 2003** is a letter that is dated 3-7-03 and sent from Plaintiff to then U.S. Attorney General Ashcroft, President Bush Jr., FBI, numerous congressman and government agencies detailing the corruption against Plaintiff and violation of Plaintiff's Constitutional Rights, U.S.C. Title 18 Section 241 Conspiracy Against Rights as well as CRIMES committed against Plaintiff. This letter was sent by Plaintiff after Plaintiff received a letter dated 5-15-02 from the U.S. Department of Justice that Plaintiff's first letter dated 11-29-01 did not provide sufficient details or evidence to warrant action by the DOJ. Plaintiff provided an approximate 300 page binder of evidence to the DOJ along with the letter dated 3-7-03 well within any **UNCONSTITUTIONAL statute of limitations.**
- 52) **Exhibit 1A** is an article dated 9-19-03 that stated former Defendant AK Steel CEO Wardrop resigned and that the "...board members have grown increasingly weary of the controversy surrounding Wardrop..." YET board member, Bonnie Hill, refused to help Plaintiff when Plaintiff called Hill on 9-18-01.

- 53) On 4-23-04 Defendant Papa filed a Complaint **A.D. No. 04-10477** (part of Exhibits) on behalf of Plaintiff JURY TRIAL DEMANDED against Defendants AK Steel and UAW (formerly Butler Armco Independent Union). Plaintiff provided Papa **Exhibit - U.S. Attorney General letter 2003** and Papa stated to Plaintiff that Papa had never had a client as prepared as Plaintiff. In the Complaint Papa stated the criminal act of Defendant AK Steel on Papa's point 17 (**Plaintiff's Exhibit 3**) "In 1998 Plaintiff, was involved in an accident (hauling a gear)..." which proves ALL Defendants THEN and NOW KNEW Defendant AK Steel committed a CRIME when they put Plaintiff in harm's way when the truck rolled over with Plaintiff inside the truck when they had pictures of the truck previously almost rolling over on co-worker, Dan Redick, yet Defendant AK Steel never informed Plaintiff that incident had happened to Redick. **ALL Defendants THEN and NOW are part of the Conspiracy Against Plaintiff's Rights U.S.C. 18 Section 241.** Papa KNEW this case was a CIVIL and CRIMINAL issue and had NOTHING to do with the National Labor Relations Act (NLRB) yet Papa let the Defendants divert the case to NLRB. Plaintiff put Plaintiff's trust and MONEY in the FACT that Papa knew CIVIL and CRIMINAL LAW yet the future proceedings proved Papa did not. Defendants AK Steel and UAW claimed the case was an NLRB issue and the case was transferred to the Western District Court of Pennsylvania **A COMPLETE DENIAL OF PLAINTIFF'S CONSTITUTIONAL RIGHT TO A JURY TRIAL and the Western District Court NEVER had jurisdiction because Plaintiff's case was a CIVIL and CRIMINAL case in state court which is FRAUD.**
- 54) **Government Exhibit 2** is a letter dated 9-29-04 that Plaintiff sent to then President Bush Jr. detailing the corruption at the local, state and federal level.

Plaintiff reminded Bush of the **Exhibit - U.S. Attorney General letter 2003** 300 plus page binder that Plaintiff had sent Bush. Plaintiff reminded Bush of the violation of Plaintiff's Rights.

- 55) **Government Exhibit 6** is a letter dated 1-21-05 that Plaintiff sent to then President Bush Jr. after the Presidential Scheduling Department requested Plaintiff make a request in writing to meet with Bush in person regarding the corruption and violation of Plaintiff's Rights.
- 56) **Government Exhibit 7** is a letter dated 2-2-05 sent to Plaintiff from **Melissa S. Bennett**, Deputy Assistant to President Bush Jr. Bennett informed Plaintiff that Bush would not meet with Plaintiff.
- 57) **Government Exhibit 9** is a letter dated 3-16-05 sent to Plaintiff sent from OSHA Director of Enforcement Programs, **Richard D. Soltan**. In the letter Soltan stated "Please be advised that we cannot take any action with regard to your allegation that you were discharged by AK Steel in April 2001 for exposing unsafe work practices at AK Steel since our agency did not received of complaint of discrimination from you regarding this matter. The first indication that we have received from you regarding any alleged discrimination is when we received your letter dated January 21, 2005 addressed to President Bush." **Exhibit 40** clearly states on Page 5 that Plaintiff attempted to file a complaint with Jim Connell from OSHA in 2000 and 2001. **Exhibit - U.S. Attorney General letter 2003** also details Plaintiff's request for help from OSHA but Plaintiff was told by Connell that OSHA officials above Connell stated Plaintiff's issues did not fall under OSHA jurisdiction.
- 58) **Government Exhibit 13** is a letter dated 6-4-07 from Senator Bill Nelson to Plaintiff. Nelson stated he was pursuing Plaintiff's case but nothing has been done.

59) **Conflict of Interest Order 11-20-2007 A.D. No. 04-10707** was an Order removing Defendant Brewer as legal counsel for Defendant Chivers because Brewer shared an office with Defendant Murtagh and the judge ruled it was IN FACT a Conflict of Interest even after Plaintiff informed Defendant Papa that it was but Papa said it was not a Conflict of Interest. Leaving the courtroom that day Defendant Brewer came up to Plaintiff and stated that Papa had failed to protect Plaintiff's statute of limitations. This case proves WHY statute of limitations are UNCONSTITUTIONAL because all Defendants now seem to know the law but did not know the law to protect Plaintiff and WHY ALL Defendants with a law degree should be banned from practicing law and prosecuted.

60) On 5-16-19 Plaintiff was informed in a phone conversation with Jerry Erhman (former AK Steel employee) that Defendant Loverick told Defendant Tassej to assign Plaintiff to the truck that required overloading knowing it would put Plaintiff in conflict with then PA Attorney General David Devries directive to Plaintiff that he would be held criminally and civilly liable operating defective mobile cranes, heavy equipment and overloaded tractor trailers that was against Defendant AK Steel et al's own WRITTEN POLICY which made the order against the LAW and PUBLIC POLICY which ultimately led to Plaintiff being illegally terminated from AK Steel. **Plaintiff had no knowledge of this discovery until 5-16-19.**

61) Plaintiff filed a **CIVIL COMPLAINT DEMANDING A JURY TRIAL** dated 5-29-19 against Defendants McCune, Chivers, Murtagh, Brewer, Nanni, Lewis, Gallagher, Leyland, Loverick, Tassej, AK Steel et al and UAW et al. The Complaint listed **VIOLATION OF U.S. CONSTITUTIONAL RIGHTS, VIOLATION OF PENNSYLVANIA CONSTITUTIONAL RIGHTS, VIOLATION OF PUBLIC POLICY, FRAUD, MATERAIL FRAUD, FRAUDULANT MISREPRESENTATION, LEGAL MALPRACTICE, LEGAL NEGLIGENCE, BREACH OF CONTRACT.**

The Preamble to the Bill of Rights is VERY CLEAR on WHY the colonists added the **Bill of Rights** and ratified the Amendments. **"The Conventions of a number of the States, having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best ensure the beneficent ends of its institution."** The colonists were very concerned about government overreach after they had rescued We The People from the tyranny of King George. That is WHY the **Bill of Rights** was added to further restrain the Government (**Defendant Cunningham**) and why Plaintiff has a **RIGHT** to be heard before a JURY and WHY there is **NO statute of limitations on the Constitutional Rights of Plaintiff or ANYONE**. Plaintiff has provided in all court filings the website of www.1776ToTyranny.com that has all the evidence on the **Timeline of CORRUPTION** page that can be downloaded and read as well as all court filings.

- 62) On 5-30-19 Doerr was assigned as the judge on Plaintiff's case.
- 63) Court filing dated 6-18-19 **Preliminary Objections and Brief In Support Of Preliminary Objections** by Defendant Nicholas Koch legal counsel for Defendants AK Steel et al and Defendant Tassej.
- 64) Court filing dated 6-20-19 by Defendant Koch that was a **Praecipe For Appearance** AFTER Koch had filed **Preliminary Objections and Brief In Support Of Preliminary Objections** YET Defendant Cunningham NEVER questioned that but has continued to challenge Plaintiff on following the Rules of Civil Procedure WHICH have violated Plaintiff's Constitutional RIGHTS!

- 65) Court filing dated 6-24-19 Plaintiff responded to Defendant Koch's **Preliminary Objections** by stating that his court filing was unconstitutional because it violated Plaintiff's United States and Pennsylvania Constitutional RIGHT to a TRIAL BY JURY and that ALL Defendants can plead their case before a JURY just like Plaintiff not one CORRUPT JUDGE.
- 66) Court filing dated 6-28-19 **Praeceptum For Appearance** filed by Defendants Jones and Lettrich on behalf of Defendant McCune.
- 67) Court filing dated 6-28-19 **Praeceptum For Appearance** filed by Defendant Roman on behalf of Defendant Chivers.
- 68) Court filing dated 7-2-19 **Notice Of Intention To Enter Judgement Of Non Pros** filed by Defendant Roman on behalf of Defendant Chivers. Roman KNEW he committed an illegal act in making this filing because when Defendant Papa filed a Complaint on behalf of Plaintiff against Defendant Chivers for legal malpractice **A.D. No. 04-10707** that could be Plaintiff's **Certificate of Merit BUT the FACT that Defendant Chivers SIGNED Exhibits C and D committing legal malpractice in writing is WHY a Certificate of Merit is not needed and WHY the Judgement of NON PROS is a FRAUD!**
- 69) Court filing dated 7-3-19 **Preliminary Objections and Brief In Support Of Preliminary Objections** was filed by Defendants Jones and Lettrich. Jones and Lettrich state in the filing that Plaintiff accused Defendant McCune for not prosecuting those that committed a crime against Plaintiff and then claimed that McCune has "**high public official immunity**" which flies in the face of the United States Constitution which states We The People established the Constitution in the PREAMBLE and provide the guidelines as to how government officials perform their job so We The People are the ultimate authority.

Then Jones and Lettrich quote **CASE OPINION** not **CASE LAW** Durham v. McElynn "high public officials are immune from suits seeking damages for actions taken or statements made in the course of their official duties." Once again the United States Constitution does not provide ANY immunity for ANYONE and the quotes states "actions taken". The problem with their argument is McCune **DID NOT TAK ANY ACTION AT ALL** which Jones and Lettrich validated when they state "Because then - District Attorney McCune declined to prosecute Plaintiff's adversaries..." When Defendant McCune REFUSED to prosecute ALL DEFENDANTS involved McCune violated his sworn oath to uphold the United States Constitution and protect Plaintiff's life and property. **Exhibit 3** is the evidence that proved Defendant AK Steel committed a CRIME when the truck rolled over with Plaintiff inside with the potential to harm or kill Plaintiff or someone else when Defendant AK Steel having pictures of it almost rolling the truck over on co-worker, Dan Redick AND DID NOT INFORM PLAINTIIF. Defendants Jones and Lettrich **fraudulently claim** that in their point 13 that "Rule 1028(a)(4) of the Pennsylvania Rules of Civil Procedure permits the filing of preliminary objections for "legal insufficiency of a pleading (demurrer)." when Jones and Lettrich KNEW Plaintiff made clear and valid claims because they argued them in their court filing and they KNOW the United States Constitution is the SUPREME LAW of the land and that the Pennsylvania Rules of Civil Procedure is NOT LAW AT ALL!

70) Court filing dated 7-6-19 **Response to Notice Of Intention To Enter Judgement Of Non Pros** filed by Plaintiff. Plaintiff states that the **Notice Of Intention To Enter Judgement Of Non Pros** filed by Defendant Roman was UNCONSTITUTIONAL and violated Plaintiff's RIGHTS.

- 71) Court filing dated 7-10-19 was Plaintiff's response to **Preliminary Objections and Brief In Support Of Preliminary Objections** filed by Defendants Jones and Lettrich. Plaintiff once again explained that ALL Defendants can argue their case before JURY just as Plaintiff since Plaintiff DEMANDED A JURY TRIAL.
- 72) Court filing dated 8-7-19 **Preacipe of Notice to add Defendant Papa's name to Complaint and all Pleadings Praecipe of Notice Of Ignoring The Complaint by certain Defendant** was filed by Plaintiff. Plaintiff explained that Defendant Papa has always been part of the original Complaint and it was just Papa's name was inadvertently missing in the header of the Complaint. Plaintiff had also made the Court aware that Defendants UAW, Murtagh, Brewer, Papa, Nanni, Lewis, Gallagher, Leyland and Loverick of Obstructing Justice. Plaintiff provided the returned mail court filings (sent by Plaintiff to Defendants) from Defendant UAW and Defendant Murtagh and Plaintiff's conversations and emails with Defendant Hobaugh that was part of the refusal of court filings. Then Defendant Hobaugh becomes legal counsel for Defendant UAW et al and Defendant Murtgah in a court filing almost 4 months after Plaintiff filed the initial Complaint dated 5-29-19.
- 73) Court filing dated 8-5-19 **Praecipe For Judgement Of Non Pros** filed by Defendant Roman on behalf of Defendant Chivers. Once again this was an illegal act by Roman when Roman KNEW that Defendant Papa filed a Complaint on behalf of Plaintiff against Defendant Chivers for legal malpractice A.D. No. 04-10707 that could be Plaintiff's **Certificate of Merit BUT the FACT that Defendant Chivers SIGNED Exhibits C and D committing legal malpractice in writing is WHY a Certificate of Merit is not needed and WHY the Judgement of NON PROS is a FRAUD!**

- 74) Court filing dated 8-12-19 **Response To Praeceptum For Judgement Of Non Pros** filed by Plaintiff that explained to Defendant Roman that Roman was prohibited from filing the **Praeceptum For Judgement Of Non Pros** without a JURY present. Once again violating Plaintiff's Constitutional RIGHT to a TRAIL BY JURY.
- 75) Plaintiff filed a Complaint on 8-12-19 with current Butler County District Attorney Richard A. Goldinger. As Defendant McCune to date Goldinger has not contacted Plaintiff or investigated the crime at all.
- 76) Court filing dated 8-14-19 **Notice of recording of Non Pros.**
- 77) Court filing dated 8-20-19 **Response Notice of recording of Non Pros** filed by Plaintiff notifying the Court the judgement was unconstitutional.
- Plaintiff replied to Defendant Roman that the **Praeceptum For Judgement Of Non Pros** violated Plaintiff's Constitutional RIGHT to a JURY TRIAL.
- 78) Court filing dated 9-9-19 UNCONSTITUTIONAL **Scheduling Order** for oral arguments on all Preliminary Objections. The Order also stated that ALL the Butler County judges recused themselves from Plaintiff's case and Defendant Cunningham was assigned to the case.
- 79) Court filing dated 9-19-19 **Response to Scheduling Order.**
- Plaintiff informed the Court there would be no oral arguments or ANY proceedings without Plaintiff or a JURY. Plaintiff also informed the Court that Defendant Papa was not on the **Scheduling Order** so Plaintiff added Papa to the **Response to Scheduling Order**. Plaintiff warned the Court that if a JURY TRIAL date is not set the Court is **Obstructing Justice**. Plaintiff provided the PREAMBLE of the United States Constitution and it CLEARLY states to **ESTABLISH JUSTICE**. Plaintiff stated once Plaintiff DEMANDED A JURY TRIAL the Court must honor Plaintiff's Constitutional RIGHT!

- 80) Court filing dated 9-24-19 **Praeipce For Appearance** filed by Defendant Hobaugh to represent Defendants Murtagh, Nanni, Lewis, Leyland, Gallagher, Loverick and UAW. This court filing by Hobaugh was almost 4 months after Plaintiff filed the initial Complaint.
- 81) Court filing dated 9-24-19 **Notice Of Intention To Enter Judgement Of Non Pros** filed by Defendant Hobaugh. Again UNCONSTITUTIONAL without a JURY present and Murtagh admitted in his own letter (Exhibit 30) that Plaintiff raised the questions of legality which makes Murtagh part of the FRAUD against Plaintiff and violation of Plaintiff's Rights of the Constitution of the United States of America.
- 82) Court filing dated 9-24-19 **Preliminary Objections and Brief In Support Of Preliminary Objections** filed by Defendant Hobaugh. Again UNCONSTITUTIONAL without a JURY present.
- 83) Court filing dated 9-28-19 **Contempt of Court and Obstructing Justice and Response to Objections Preliminary Objections and Brief In Support Of Preliminary Objections** filed by Plaintiff. Plaintiff explains once again that the **Preliminary Objections and Brief In Support Of Preliminary Objections** filed by Defendant Hobaugh is IN FACT AGAIN UNCONSTITUTIONAL without a JURY. Defendant Hobaugh knew that Defendant Murtagh committed legal malpractice when he defrauded Plaintiff to participate in the illegal arbitration and Murtagh's own writing in his letter (**Exhibit 30**) to Plaintiff stating "not to mention the question of legality raised by Mr. Myers" as well as his statements of legality raised by Plaintiff in the aforementioned Verbatim Record (**Exhibit 23**) which is why no Certificate of Merit is needed.
- 84) Court filing dated 10-11-19 **Notice to Butler County -Judge- Attorneys** filed by Plaintiff. Plaintiff put Butler County on notice of the kangaroo court and corruption against Plaintiff.

Plaintiff also made the Defendant Cunningham and ALL Defendants aware that Senator Rubio and Congressman Rutherford had started a congressional inquiry with the United States Department of Justice and the FBI regarding the corruption of at the local, state and Federal level against Plaintiff.

- 85) Court filing dated 10-16-19 (part of exhibits) **Legal Notice and Warning for Violation of Rights Under Color of Law** filed by Plaintiff. Plaintiff made Defendant Cunningham and ALL Defendants aware that they were violating Plaintiff's RIGHTS.
- 86) Plaintiff mailed Defendant Cunningham and ALL other Defendants the **Warning Letters for Violation of Rights Under Color of Law** on 10-18-19.
- 87) Court filing dated 10-18-19 (part of exhibits) **Legal Notice and Warning for Violation of Rights Under Color of Law** filed by Plaintiff. In the court filing Plaintiff added the **Warning Letters for Violation of Rights Under Color of Law** for each Defendant.
- 88) Court filing dated 10-18-19 **Limited Special Appearance Preliminary Objections** filed by Defendant Papa trying to intimidate Plaintiff.
- 89) On 10-22-19 the UNCONSTITUTIONAL Oral arguments Preliminary Objections hearing was held in spite of Plaintiff's warnings All Defendants and specifically Defendant Cunningham! It was a kangaroo court hearing and violated Plaintiff's Constitutional RIGHT to a JURY TRIAL as Plaintiff proves by the **TRANSCRIPT (part of exhibits)** of the fraudulent hearing!
- See underlined portions:**
- a) **Page 3 lines 19 thru 25** Defendant Hobaugh states that Plaintiff **"fails to state a claim as a matter of law."** Plaintiff has stated the violation of Plaintiff's Constitutional Rights all along WHICH IS THE SUPREME LAW OF THE LAND which is **FRAUD** by Hobaugh.

Hobaugh then commits **FRAUD** again by stating this case has been adjudicated at labor arbitration, Federal District Court and the Third Circuit court when Hobaugh KNEW all the aforementioned evidence and SPECIFICALLY Hobaugh's client Defendant Murtagh stated in **Exhibit 30** that Plaintiff had raised legality so Hobaugh KNEW labor arbitration had NO jurisdiction and that Plaintiff's case should have remained in state court as a CIVIL matter and not at all in the federal courts that Defendant AK Steel et al and Defendant UAW et al defrauded the courts by not addressing the evidence of Defendant AK steel committing a CRIME when the truck rolled over on Plaintiff even after Defendant AK Steel had pictures of the truck almost rolling over on Dan Redick and NEVER told Plaintiff.

- b) **Page 4 lines 3 thru 11** Defendant Cunningham is asking Defendant Hobaugh to provide Cunningham with the fraudulent aforementioned courts when Cunningham and Hobaugh KNEW Plaintiff's case was and always has been a CIVIL case and NOT NLRB labor issues.
- c) **Page 6 lines 15 thru 18** Defendant Cunningham even admits "***the statute of limitations is a jury question.***"
- d) **Page 7 lines 1 and 2** Defendant Hobaugh states "***take judicial notice that, sir, and it's no longer a jury question.***" which Hobaugh knows is a violation of Plaintiff's Constitutional RIGHT to a Jury Trial that Hobaugh or Cunningham can take away from Plaintiff or any citizen because it is **GURANTEED In the BILL OF RIGHTS.**
- e) **Page 7 lines 9 thru 25** Plaintiff stated that the case has always been about criminal and civil law and NEVER about labor law. Plaintiff stated the criminal act by Defendant AK Steel when the truck rolled over with Plaintiff inside the truck and AK Steel NEVER informed Plaintiff of the incident almost rolling over on co-worker Dan Redick that AK Steel had pictures of.

Plaintiff stated to Defendant Cunningham that the truck rolling over was a violation of PUBLIC POLICY LAW.

- f) **Page 7 lines 23 thru 25 and page 8 lines 1 thru 5** Plaintiff informed the court that Plaintiff's case was always about criminal and civil law as Plaintiff had contacted the PA Attorney General's Office before Plaintiff was fired and Plaintiff had informed Defendant Tassej of that fact prior to Tassej firing Plaintiff.
- g) **Page 8 lines 6 thru 13** Plaintiff informed Defendant Cunningham that Defendant Chivers and Defendant Murtagh conspired to defraud Plaintiff into entering the fraudulent arbitration. Plaintiff also informed Defendant Cunningham that Defendant Chiver sent 2 demand letters to Defendant AK Steel on behalf of Plaintiff that were not at all Plaintiff's demands which is **LEGAL MALPRACTICE**.
- h) **Page 8 lines 14 thru 25** Plaintiff stated to Defendant Cunningham that Plaintiff's case was a jury case because Plaintiff has never been allowed JURY TRIAL guaranteed by the Constitution. Cunningham questioned whether Plaintiff meant Federal Court and Plaintiff stated it should never went to Federal Court because Plaintiff never gave Defendant Papa permission to go to Federal Court and Plaintiff only asked Papa to file a JURY TRIAL. Cunningham then states **"Who is Angelo Papa?"** and Plaintiff informed Cunningham that was the legal counsel Plaintiff hired after Defendant Chivers. ***This is more evidence that Cunningham never read Plaintiff's court filings and only relied on Defendants court filings thereby NOT ruling on FACTS and LAW presented by Plaintiff.***
- i) **Page 9 lines 12 and 21** Defendant Cunningham asked Plaintiff how Plaintiff added Defendant Papa to the court filing without leave of Court and Plaintiff explained Papa had been in all the court filings it was just his name was missing in the header.

Cunningham challenged Plaintiff to follow the Rules of Civil Procedure but NEVER once questioned Defendant Koch for filing Koch's **Praecipe for Appearance** dated 6-20-19 after Koch filed Koch's **Preliminary Objections** dated 6-18-19. Nor did Cunningham question Defendant Hobaugh when Hobaugh filed his **Praecipe for Appearance** dated 9-24-19 some 4 months after Plaintiff filed the initial **Complaint** dated 5-29-19.

- j) **Page 9 lines 22 thru 25 and page 10 lines 1 thru 5** Defendant Cunningham asked Plaintiff if Plaintiff had **"Any other response to the UAW preliminary objections."** Plaintiff reaffirmed the Defendant UAW et al arguments **"flies in the face of the Constitution."** Plaintiff stated the Constitution guarantees Plaintiff a jury trial. Plaintiff quoted *Miranda v. Arizona* **"Where rights are secured by the Constitution are involved there can be no rule making or legislation which would abdicate them."**
- k) **Page 10 lines 22** Defendant Lettrich claims that Defendant McCune has **"high public official immunity."** which flies in the face of the SUPREME LAW which is the Constitution that ALL citizens are subject to! **This is more FRAUD!**
- l) **Page 12 lines 1 thru 18** Defendant Cunningham asks Plaintiff to respond to Defendant Lettrich. **Plaintiff states the Constitution is the LAW and the JURY is the great equalizer to the corruption of legislators and courts.**
- m) **Page 12 lines 20 thru 25** Defendant Cunningham states that Plaintiff **"cited the Miranda case which is a right to counsel in a criminal case. But your right to a jury trial in a civil matter is not absolute. It is subject to the gate-keeping function of a Judge to determine whether there is factual or legal basis for a claim that could get to a jury..."**

Now there are a few points of criminal actions by Defendant Cunningham below:

- Defendant Cunningham states that the Miranda case is about a right to counsel in a criminal case YET Cunningham is either corrupt or to ignorant to UNDERSTAND that the quote Plaintiff stated IN FACT says **"Where rights are secured by the Constitution are involved there can be no rule making or legislation which would abdicate them."** The quote implicitly states RIGHTS that are SECURED BY THE CONSTITUTION and those RIGHTS cannot be legislated away!!!
- Defendant Cunningham again is either corrupt or ignorant when Cunningham UNCONSTITUTIONALLY claims Cunningham performs a **"gate-keeping function"** to determine whether Plaintiff can **"get to a jury"**. I guess Cunningham did not read the usurpations of King George in the **Declaration of Independence**. One of many of the usurpations was the denial of a jury trial. Maybe Cunningham should be referred to as **Mini-Me King George!**
- **Page 16 lines 20 thru 25 and page 17 lines 14 thru 21** Defendant Cunningham reaffirms his **Mini-Me King George** corruption by ILLEGALLY and UNCONSTITUTIONALLY telling Plaintiff that **"Your right to a trial by jury is not absolute."** Cunningham is EXACTLY why The Preamble to the Bill of Rights is VERY CLEAR on WHY the colonists added the **Bill of Rights** and ratified the Amendments. **"The Conventions of a number of the States, having at the time of their adopting the Constitution, expressed a desire, in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government, will best ensure the beneficent ends of its institution."** The colonists were very concerned about government overreach after they had rescued We The People from the tyranny of King George.

That is WHY the **Bill of Rights** was added to further restrain the Government (**Defendant Cunningham**) and why Plaintiff has a **RIGHT** to be heard before a JURY and WHY there is **NO statute of limitations on the Constitutional Rights of Plaintiff or ANYONE.**

90) Court filing dated 10-28-19 (part of exhibits) **Amended Court Filing Adding Defendants** filed by Plaintiff. Plaintiff named Defendant Cunningham and ALL legal counsel for ALL initial Defendants as Defendants. Plaintiff stated that ALL Defendants with a law license violated **42 Pennsylvania Consolidated Statutes Section 2522 - Oath of office:**

"Before entering upon the duties of his office, each attorney at law shall take and subscribe the following oath or affirmation before a person authorized to administer oaths.

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that I will discharge the duties of my office with fidelity, as well to the court as to the client, that will use no falsehood, nor delay the cause of any person for lucre or malice."

Any person refusing to take the oath or affirmation shall forfeit his office."

Plaintiff additionally added the following:

a) Page 1 the second paragraph Plaintiff WARNED Cunningham, Lettrich, Jones, Roman, Koch, Papa, and Hobough for violating Plaintiff's Constitutional Rights in court filings 10-16-19 and 10-18-19 and named them as Defendants for their defiance.

- b) Page 1 the last paragraph Plaintiff informed Defendant Cunningham that Cunningham had usurped the authority of the Constitution of the United States of America and was immediately removed from Plaintiff's case and was now a defendant.
- c) Page 2 details the crimes that Defendant Cunningham made in the fraudulent court hearing on 10-22-19. Cunningham proved he never read any of Plaintiff's court filings.
- d) Pages 13 thru 15 Plaintiff invoked against all Defendants:
U.S.C. Title 18 Section 241 Conspiracy Against Rights, U.S.C. Title 18 Section 245 Federally Protected Activities, U.S.C. Title 18 Section 242 Deprivation of Rights Under Color of Law and U.S.C. Title 18 Section 3559 Sentencing classification of offense (2)(C) which is the definition of **EXTORTION**.
- e) Page 18 Plaintiff states Plaintiff is seeking \$100 million in punitive and compensatory damages from Defendant AK Steel et al and that Plaintiff is seeking \$10 million in punitive and compensatory damages from all other Defendants.
- f) On page 19 Plaintiff states that if the next judge does not schedule an immediate date for Jury selection and a date for a Jury Trial then it is Obstruction of the Jury Court and Obstruction of Justice.
- 91) Court filing dated 10-31-19 **Supplemental to Brief in Support of Preliminary Objections** filed by Defendant Hobaugh. Hobaugh submitted this court filing after Defendant Cunningham asked Hobaugh in the UNCONSTITUTIONAL hearing on 10-22-19 to supply the previous UNCONSTITUTIONAL court filings that illegally pertained to labor law WHEN IN FACT Defendant Cunningham KNEW than Plaintiff had filed a CIVIL case and NOTHING to do with labor law.

- 92) Court filing dated 10-31-19 **Response to Supplemental to Brief in Support of Preliminary Objections** filed by Plaintiff. Plaintiff detailed how and why the entire court process has violated Plaintiff's Constitutional RIGHTS!
- 93) Court filing dated 11-18-19 **Motion to Strike** filed by Defendant Koch. Once again violating Plaintiff's Constitutional RIGHTS.
- 94) Court filing dated 11-25-19 **Response to Motion to Strike** filed by Plaintiff. Plaintiff details the BLATANT disregard that Defendants had against Plaintiff's Constitutional RIGHTS.
- 95) **Fraudulent Court Document** dated 11-21-19 filed by Defendant Cunningham that Plaintiff never received until after Plaintiff filed the court filing dated 11-25-19 **Response to Motion to Strike**. Defendant Cunningham was prohibited from filing the FRAUDULENT Order because Cunningham was named a Defendant in Plaintiff's court filing dated 10-28-19 (part of exhibits) **Amended Court Filing Adding Defendants**.
- 96) Court filing dated 11-21-19 **Notice of Appeal** filed by Plaintiff to the Pennsylvania Supreme Court. Plaintiff filed the Appeal to the Pennsylvania Supreme Court because 42 Pa.C.S. Section 722 point 3 states "**Matters where the qualifications, tenure or right to serve, or the manner of service, of any member of the judiciary is drawn in question.**". Myers stated he was drawing into question the "**manner of service**" of Defendant Cunningham and his illegal ruling and this point references "**ANY MEMBER OF THE JUDICIARY**".
- 97) **Supreme Court of Pennsylvania Order** 12-12-19 stating Plaintiff's **Notice of Appeal** was transferred down to the Superior Court of Pennsylvania.
- 98) **Letter from the Superior Court Prothonotary** dated 12-30-19 stating Plaintiff must provide complete their Docketing Statement and return.

99) **Superior Court of Pennsylvania Docketing Statement** dated 1-7-20 filed by Plaintiff Plaintiff completed the form and added a statement that the **Notice of Appeal** filed by Plaintiff was transferred to the Superior Court in error. Plaintiff stated the **Notice of Appeal** must be at the Pennsylvania Supreme Court because Plaintiff was calling into question the manner of service of Defendant Cunningham. Cunningham violated Plaintiff's Constitutional RIGHTS and the Supreme Court only has jurisdiction over discipline of judges under 42 Pa.C.S. Section 722 point 3 states "**Matters where the qualifications, tenure or right to serve, or the manner of service, of any member of the judiciary is drawn in question.**" Additionally Plaintiff requested Extraordinary Jurisdiction of the Supreme Court because Defendant AK Steel is continuing commit the illegal hauling with the overloaded trailers and because Cleveland-Cliffs is in the process of purchasing Defendant AK Steel and Cleveland-Cliffs has a right to know they could be assuming a major lawsuit.

100) **Rule 1926(b) Rule Order** dated 1-2-20 was received by Plaintiff on 1-11-20.

101) **Motion for Relief / Motion For Extension For Rule 1925(b) Order** dated 1-14-20 was sent by Plaintiff to the Butler County Prothonotary and the Superior Court Prothonotary requesting that Defendant Cunningham removed from Plaintiff's case and to Cease and Desist from filing any more court documents. Plaintiff also was requesting an extension to provide the Concise Statement since Defendant signed the Rule 1925(b) Order on 1-2-20 and then never sent it to the Butler County Prothonotary because it was not time/date stamped until 1-6-20 at 1:39 PM and Plaintiff never received the Order in the mail until the 1-11-20.

ISSUES:

a) It was a **CRIME** when Defendant AK Steel instructed Plaintiff to haul the pinion gear on the Stake Truck and verbally directed Plaintiff to not chain/secure the load and the truck rolled over with Plaintiff inside the truck WHEN Defendant AK Steel KNEW they had pictures of the Stake Truck almost rolling over on Dan Redick and NEVER informed Plaintiff and was a CRIMINAL ACT by Defendant AK Steel. **Exhibit 3** is the evidence. **PLAINTIFF COULD HAVE BEEN KILLED!** This very act of **FRAUD** as well as **criminal and civil activity** by Defendant AK Steel has no statute of limitations because AK Steel has continued **FRAUD** with their recent court filings.

b) ALL Defendant claim there are statute of limitations when IN FACT there are NO statute of limitations on the Constitutional Rights of Plaintiff or ANY CITIZEN. Even though Defendants have tried to fraudulently claim a statute of limitations they knew that Plaintiff was just informed on 5-16-19 that Defendant Loverick colluded with Defendant Tassej to schedule Plaintiff on the truck so Tassej could fire Plaintiff by verbally ordering Plaintiff to operate the truck against Defendant AK Steel written directives which is PUBLIC POLICY LAW.

Norton v. Shelby County, 118 U.S. 425 (1886) "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed."

c) ALL Defendants KNEW this case was NEVER about labor law yet they have continued to DEFRAUD the courts when IN FACT ALL Defendants KNEW this case was ONLY CRIMINAL and CIVIL LAW.

Boyd v. U.S., 116 U.S. 616 "The court is to protect against any encroachment of Constitutionally secured liberties."

Norman v. Zieber, 3 Or at 202-03 Fraud. An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact... which deceives and is intended to deceive another so that he shall act upon it to his legal injury. ... It consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or in some manner to do him injury...

(Emphasis added) -Black's Law Dictionary Fifth Edition, page 594. Then take into account the case of McNally v. U.S., 483 U.S. 350, 371-372, Quoting U.S. v Holzer, 816 F.2d. 304, 307 Fraud in its elementary common law sense of deceit... includes the deliberate concealment of material information in a setting of fiduciary obligation. A public official is a fiduciary toward the public,... and if he deliberately conceals material information from them he is guilty of fraud.

d) Defendant Murtagh and Defendant Chivers committed **FRAUD** against Plaintiff by telling Plaintiff that Plaintiff had to go to Arbitration before Plaintiff could go to CIVIL Court and now ALL Defendants are stating Plaintiff is time barred under labor law which has ALL the elements of **FRAUD**.

e) All Defendants and specifically Defendant Cunningham violated Plaintiff's Constitutional RIGHT to a JURY TRIAL and ALL Constitutional RIGHTS of Plaintiff.

Brady v. U.S., 397 U.S. 742, 748 *"Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness." "If men, through fear, fraud, or mistake, should in terms renounce or give up any natural right, the eternal law of reason and the grand end of society would absolutely vacate such renunciation. The right to freedom being a gift of ALMIGHTY GOD, it is not in the power of man to alienate this gift and voluntarily become a slave." – Samuel Adams, 1772*

f) This entire **Concise Statement** and **Exhibits** prove ALL Defendants have violated **U.S.C. Title Section 241 Conspiracy Against Rights** against Plaintiff.

g) **The Constitution of the United States September 17, 1787 Preamble: We the People** of the United States, in Order to form a more perfect Union, **establish Justice**, insure domestic Tranquility, provide for the common defence, promote the general Welfare, **and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.**
(Emphasis added)

All Defendants have tried to circumvent JUSTICE of the Plaintiff.

h) Defendant McCune does not have high public immunity, NO ONE DOES. McCune had a duty to protect Plaintiff's Constitutional Rights of life and property (future wages, pension, benefits, etc)

Williamson v. U.S. Department of Agriculture, 815 F.2d. 369, ACLU Foundation v. Barr, 952 F.2d. 457, 293 U.S. App. DC 101, (CA DC 1991). *"It is the duty of all officials whether legislative, judicial, executive, administrative, or ministerial to so perform every official act as not to violate constitutional provisions."*

i) Defendant Papa was to protect Plaintiff's Constitutional Right to a trial by jury but Papa allowed the Defendants to defraud the courts under labor law when Papa knew Plaintiff's case was criminal and civil.

j) Defendant Chivers knew Plaintiff had legal issues with Defendant Murtagh yet Chivers retains Defendant Brewer.

Conflict of Interest Order 11-20-2007 A.D. No. 04-10707 was an Order removing Defendant Brewer as legal counsel for Defendant Chivers because Brewer shared an office with Defendant Murtagh and the judge ruled it was IN FACT a Conflict of Interest. Plaintiff informed Defendant Papa that it was a but Papa said it was not a Conflict of Interest yet the judge ruled in IN FACT was.

k) **Article 1 The Legislative Branch, Section 10 - Powers prohibited of States: No State shall** enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; **pass any** Bill of Attainder, ex post facto Law, **or Law impairing the Obligation of Contracts**, or grant any Title of Nobility. (Emphasis added)

It is very clear NO STATE can PASS ANY LAW impairing Plaintiff's CIVIL CONTRACT with Defendant AK Steel. This also proves that Plaintiff's case is under CIVIL jurisdiction.

- 1) **Article VI - Debts, Supremacy, Oaths: This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding. (Emphasis added)**

Defendant Cunningham has refused to honor his oath to uphold the Constitution.

This statement in the **Preamble to the Bill of Rights** was very clear that our Representatives were very concerned of government usurpations which Defendant Cunningham has clearly demonstrated when he stated "**Your right to a trial by jury is not absolute.**"!

"The Conventions of a number of the States, having at the time of their adopting the Constitution expressed a desire in order to prevent misconstruction or abuse of its powers, that further declaratory and restrictive clauses should be added: And as extending the ground of public confidence in the Government will best ensure the beneficent ends of its institution."

Bill of Rights, Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791: In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law. (Emphasis added)

m) Defendants McCune, Chivers, Papa and Murtagh have committed legal malpractice against Plaintiff. Plaintiff has provided the proof and evidence in this Concise Statement that is indisputable.

n) Defendant AK Steel **EXTORTED** Plaintiff's property of future wages, pensions, benefits, etc. when Plaintiff would not break the law.

LAWS and RULES:

1. **Bill of Rights, Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791:** In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law. (Emphasis added)

2. **Bill of Rights, Amendment 9 - Construction of Constitution. Ratified 12/15/1791:** The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people. (Emphasis added)

3. Bill of Rights, Amendment 10 - Powers of the States and People. Ratified 12/15/1791: The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.
4. Bill of Rights, Amendment 14 - Citizenship Rights. Ratified 7/9/1868: 1. All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.
5. The Constitution of the Commonwealth of Pennsylvania Declaration of Rights Section 6:
- Trial by jury shall be as heretofore, and the right thereof remain inviolate. The General assembly may provide, however, by law, that a verdict may be rendered by not less than five-sixths of the jury in any civil case. Furthermore, in criminal cases, the Commonwealth shall have the same right to trial by jury as does the accused. (Emphasis added)
6. 42 Pennsylvania Consolidated Statutes § 2522 - Oath Of Office § 2522.
- Oath of office:
- Before entering upon the duties of his office, each attorney at law shall take and subscribe the following oath or affirmation before a person authorized to administer oaths:*

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that I will discharge the duties of my office with fidelity, as well to the court as to the client, that I will use no falsehood, nor delay the cause of any person for lucre or malice."

Any person refusing to take the oath or affirmation shall forfeit his office.

7. U.S. Code: Title 18 Section 241 / Conspiracy Against Rights

This statute makes it unlawful for two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state, territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States, (or because of his/her having exercised the same).

It further makes it unlawful for two or more persons to go in disguise on the highway or on the premises of another with the intent to prevent or hinder his/her free exercise or enjoyment of any rights so secured.

8. Title 18, U.S.C., Section 242 - Deprivation of Rights Under Color of Law

This statute makes it a crime for any person acting under color of law, statute, ordinance, regulation, or custom to willfully deprive or cause to be deprived from any person those rights, privileges, or immunities secured or protected by the Constitution and laws of the U.S.

This law further prohibits a person acting under color of law, statute, ordinance, regulation or custom to willfully subject or cause to be subjected any person to different punishments, pains, or penalties, than those prescribed for punishment of citizens on account of such person being an alien or by reason of his/her color or race.

Acts under "color of any law" include acts not only done by federal, state, or local officials within the bounds or limits of their lawful authority, but also acts done without and beyond the bounds of their lawful authority; provided that, in order for unlawful acts of any official to be done under "color of any law," the unlawful acts must be done while such official is purporting or pretending to act in the performance of his/her official duties. This definition includes, in addition to law enforcement officials, individuals such as Mayors, Council persons, Judges, Nursing Home Proprietors, Security Guards, etc., persons who are bound by laws, statutes ordinances, or customs.

9. U.S. Code: Title 18 Section 245 / Federally protected activities (1)(b):

This statute prohibits willful injury, intimidation, or interference, or attempt to do so, by force or threat of force of any person or class of persons because of their activity as:

b) a participant in any benefit, service, privilege, program, facility, or activity provided or administered by the United States;

10. U.S. Code: Title 18 Section 3559/Sentencing classification of offenses (2)(C)

(2) Definitions.-For purposes of this subsection-

(C) the term "extortion" means an offense that has as its elements the extraction of anything of value from another person by threatening or placing that person in fear of injury to any person or kidnapping of any person;

ANALYSIS:

A criminal act was committed against Plaintiff by Defendant AK Steel when the truck rolled over with Plaintiff inside when Defendant AK Steel had pictures of the truck almost rolling over on Dan Redick and NEVER told Plaintiff.

Defendant AK Steel continued to harass Plaintiff after Plaintiff informed Defendant Tassej that Plaintiff had contacted David Devries from the PA Attorney General's office regarding the criminal directives to operate defective heavy equipment and tractor-trailers against Defendant AK Steel written directives and the LAW.

Plaintiff was ultimately fired for Whistle Blowing. Defendant AK Steel have defrauded the courts stating Plaintiff was insubordinate when IN FACT Plaintiff was following Defendant AK Steel written directives (**Exhibits 1, 4, 5 and 12 any many more**) which is PUBLIC POLICY LAW.

Exhibit 9 letter from Moskal then legal counsel for Plaintiff as well as **Exhibit 11** Plaintiff's letter both sent to then Defendant AK Steel CEO Wardrop and Defendant Tassej exposing the criminal and civil liability being imposed on Plaintiff and co-workers.

Defendant AK Steel Industrial Relations Manager Bill Gonce testified legal department stated there was no need to respond to Plaintiff or Plaintiff's then legal counsel.

There is no Certificate of Merit needed for the legal malpractice against Defendant attorneys because they have all self-written evidence.

ALL Defendant attorneys now all of the sudden know the law to try to protect them but DID NOT know the law to protect Plaintiff.

Plaintiff has had his property of future wages, pension, benefits, etc. extorted from Plaintiff and ALL Defendants have been complicit in Conspiracy Against Plaintiff's Rights U.S.C. Title 18 Section 241 as well as ALL of Plaintiff's Constitutional Rights.

ALL Defendants with a law license must lose their license and banned from practicing law in the United States for their part in the conspiracy against Plaintiff.

There must be a full investigation by the Supreme Court into the corruption at the local and state level against Plaintiff.

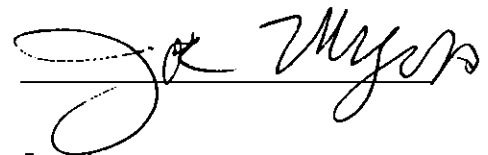
EVERY PART of the Concise Statement is to be part of ALL remedies for the Plaintiff.

CONCLUSION:

Plaintiff demands \$100 million for punitive and compensatory damages from Defendant AK Steel and \$10 million from each of the other Defendants for punitive and compensatory damages for their involvement of the conspiracy.

This court must also notify Cleveland-Cliffs organization that is in the process of purchasing Defendant AK Steel so Cleveland-Cliffs is aware of the legal issue they will be part of since Defendant Koch did not notify the court as to this transaction.

Dated this 4th day of February, 2020

A handwritten signature in black ink, appearing to read "Joe Myers", written over a horizontal line.

Joe Myers pro se
12137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com



Exhibit 1

Butler Works

Safety & Health Program

Monthly Safety

Packet

July 2001

TABLE OF CONTENTS

1. PLANTWIDE REQUIRED SAFETY SUBJECTS FOR JULY 2001: (SEE NOTE TO SUPERVISION)

- GENERAL SAFETY ORDER #4

- GSO-0035-4 TEXT

- SHSP-0035-23

- CONFINED SPACE ENTRY

- SHSP-0035-31

- FORKLIFT SAFETY

- SHSP-0035-28

2. FAMILY AND OFF-THE-JOB SAFETY

- SAFETY IN THE GREAT OUTDOORS
- KEEP CAMPING SAFE

3. SECURITY, FIRE PROTECTION AND EMERGENCY RESPONSE

- HOLIDAY SAFETY - FIREWORKS
- HOW YOU CAN HELP - DROWNING AND PANIC PREVENTION

4. HEALTHY NEWS FROM THE PLANT HOSPITAL

- STAYING AWAKE WHILE DRIVING
- KEEPING YOUR COOL - EVEN DURING A HEAT WAVE

5. EMPLOYEE SAFETY BOOKLET

- STORM ALERT! LIGHTNING AND THUNDER STORMS
- CONFINED SPACE HAZARDS
- CONFINED SPACE HAZARDS QUIZ AND ANSWERS
- CONFINED SPACE PERMIT REQUIREMENTS
- CONFINED SPACE PERMIT REQUIREMENTS QUIZ AND ANSWERS
- EMPLOYEE ROLES IN CONFINED SPACES
- EMPLOYEE ROLES IN CONFINED SPACES QUIZ AND ANSWERS



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

Signature:

Doc. Owner - Name: **Mark G. Tabler**

1.0 SCOPE

The purpose of this SHSP is to detail the procedures required for qualification as a mobile equipment operator.

2.0 PROCEDURE

2.1 Basic Types of Mobile Equipment

- 2.1.1 Ambulance
- 2.1.2 Bulldozers/Payloaders/Bobcats
- 2.1.3 Bus Type Vehicles
- 2.1.4 Fire Truck
- 2.1.5 Locomotives
- 2.1.6 Mobile Cranes
- 2.1.7 Motor Trucks (Pickup, Vans)
- 2.1.8 Passenger Cars
- 2.1.9 Aerial Lifts/Bucket Trucks



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2.1.10 Track Maintenance Equipment

2.1.11 Tractors (All Types)

2.1.12 Tractor Trailers

2.1.13 Yard Cranes

2.1.14 Powered Industrial Trucks (Mobile, power propelled trucks used to carry, push, pull, lift, stack, or tier material)

2.2 Qualifications

2.2.1 Has been selected by the proper authority.

2.2.2 Has passed a physical examination.

2.2.3 Has completed the Mobile Equipment rules and regulations orientation.

2.2.4 Was assigned to certain equipment and the operating instructions were covered.

2.2.5 Satisfactorily completed practical training.

2.2.6 Powered Industrial Truck operators are required to participate in a program which consists of a combination of classroom instruction (lecture, discussion, video tapes, and/or conference) and practical training (demonstrations and practical exercises by the trainee. Maximum allowable training period not to exceed four [4] weeks.).

2.2.7 Required Powered Industrial Truck training components and work related topics are listed in Sections 3.0 and 4.0 of this SHSP.



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- 2.3 The department training the employee is responsible for seeing that current mobile equipment rules and regulations are covered with the trainee.
- 2.3.1 All training and evaluation shall be conducted by a designated person who has the requisite knowledge, training, and experience to train powered industrial truck operators and judge their competency.
- 2.4 After a trainee has successfully completed all the steps in the training program, they will be issued an operator's card signed by the following individuals:
- 2.4.1 Plant Physician
- 2.4.2 Supervisor providing the training
- 2.4.3 Supervisor of Department/Maintenance Supervisor
- 2.4.4 Operator
- 2.5 After a trainee has successfully completed all the steps in the training program, the following must occur annually:
- 2.5.1 The Mobile Equipment Operator is to make an appointment at the Medical Department for his/her physical during their birth month.
- 2.5.2 Should an employee be disqualified from operating a particular piece of mobile equipment for medical reasons, the Plant Physician will line through the approval section of the mobile equipment operator's card dealing with that type of equipment and initial the line. Any questions concerning the disqualification should be directed to the Plant Physician.



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- 2.5.3 A mobile Equipment Operator's card remains valid until the 15th of the month following his/her birthday. Any employee not meeting this requirement will not be permitted to operate the equipment beyond that date.
- 2.5.4 Each operator must participate annually in the Mobile Equipment Operator's Safety Review Program.
- 2.6 Only those employees who have a current operator's card and licensed in the state of Pennsylvania shall be assigned to operate Mobile Equipment. A driver's license is not necessary to operate mobile equipment if the equipment is not driven on plant or municipal roadways and the operator is appropriately trained.
- 2.7 All employees who drive motor vehicles (owned, leased, rented, or personal) in the course of their employment, must have the appropriate, valid Pennsylvania Motor Vehicle Operator's license. This shall be verified annually and noted on the individual's S.C.R. card or an approved record keeping form by the employee's supervisor.
- 2.8 An operator will not be permitted to operate AK Steel equipment on plant or municipal roadways during a period while their Pennsylvania "Operator's License" is suspended or revoked. Convictions for driving under the influence of alcohol or other controlled chemical substances must be reported to the supervisor.
- 2.9. Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant, paying particular attention to the regulations covering:
- 2.9.1 Seat belt use (required)
 - 2.9.2 Stop signs
 - 2.9.3 Speeding



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-
- 2.9.4 Reckless driving
 - 2.9.5 Overloading
 - 2.9.6 Condition of Vehicle
 - 2.10 Operator must use all safety equipment as prescribed by Management.
 - 2.11 Annually, all employees who operate mobile equipment/vehicles must review this SHSP as well as SSP-0060-8, SSP-0060-27, SHSP-0035-19, and the section covering vehicles and mobile equipment in the Safety and Security Handbook.
 - 2.12 It shall be the responsibility of the supervisors employing operators to see that these employees have a current operator's card. No operator may operate equipment in any department without the approval of department supervision. If any operator has not received adequate training on a piece of equipment to which they are assigned, it is the responsibility of the immediate supervisor to provide the necessary training. Motor trucks and bus type vehicles may be assigned to qualified people for limited use at supervisor's discretion.
 - 2.13 The supervisor shall not authorize, or order, the operation of a vehicle outside the plant in any manner or condition that constitutes a violation of the Pennsylvania Motor Vehicle Code, thus jeopardizing the operator's State License.
 - 2.13.1 In case of an accident on Company property involving damage to property or equipment not owned by AK Steel, the operator and their supervisor are responsible for reporting the incident immediately to the Security Department.
 - 2.13.2 In case of an accident on the street or highway, the operator and their supervisor are responsible for reporting the incident to the Safety Department.



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

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-
- 2.13.3 The operator of any motor vehicle involved in an accident resulting in death or personal injuries in any degree shall, within twenty-four hours, forward a report to the appropriate State Agencies. Failure to report accidents may result in suspension of operator's license.
- 2.13.4 Refresher or remedial training shall be provided when there is reason to believe that there has been unsafe operation, when an accident or near miss occurs, or when an evaluation indicates that the operator is not capable of performing the assigned duties.
- 2.14 Due to the nature of their training and experience, Maintenance and Service personnel are authorized to operate equipment covered by this SHSP for repair and maintenance work. They, however, must satisfy the initial Powered Industrial Truck training annual review described in 2.11 and annual physical requirements.
- 2.15 All other AK Steel Mobile Equipment Operators not listed in Section 2.1 must conform to Sections 2.6 through 2.11 of this SHSP.
- 2.16 Only those employees with a current Operator's card are permitted to operate the equipment listed in this SHSP.
- 2.17 **Certification**
- 2.17.1 The employer shall certify that each operator has received the proper training, has been evaluated as required by this paragraph, and has demonstrated competency in the performance of the operator's duties. The certification will include the name of the trainee, the date of the training, and the signature of the person performing the training and evaluation.
- 2.17.2 Each department shall be responsible for retaining the training records of each employee.



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

3.0 POWERED INDUSTRIAL TRUCK TRAINING COMPONENTS

- 3.1 Training shall include all operating instructions, warnings, and precautions for the types of Powered Industrial Trucks the operator will be authorized to operate.
- 3.2 Similarities to, and differences from, the automobile
- 3.3 Controls and instrumentation: what they do and how they work
- 3.4 Power plant operation and maintenance
- 3.5 Steering and maneuvering
- 3.6 Visibility (including restrictions due to loading)
- 3.7 Vehicle capacity
- 3.8 Vehicle stability
- 3.9 Vehicle inspection and maintenance
- 3.10 Refueling or charging, recharging batteries
- 3.11 Operation limits
- 3.12 Any other operating instructions, warning, or precaution listed in the operator's manual for the type of vehicle which the employee is being trained to operate.

4.0 WORKPLACE RELATED TOPICS

- 4.1 Surface conditions where the vehicle will be operated.



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment** Procedure Number: **SHSP-0035-28**
Doc. Owner: **General Manager, Butler Works** Effective: **4-10-01**

- 4.2 Composition of probable loads and load stability.
- 4.3 Load manipulation, stacking, unstacking.
- 4.4 Pedestrian traffic.
- 4.5 Narrow aisles and other restricted places of operation.
- 4.6 Operating in hazardous classified locations.
- 4.7 Operating on ramps and other sloped surfaces that could affect the stability of the vehicle.
- 4.8 Other unique or potentially hazardous environmental conditions that exist or may exist in the workplace.
- 4.9 Operating the vehicle in closed environments and other areas where insufficient ventilation could cause a build-up of carbon monoxide or diesel exhaust.

5.0 REFERENCES

- 5.1 SHSP-0035-19
- 5.2 SSP-0060-8
- 5.3 SSP-0060-27
- 5.4 Safety and Security Handbook

lln/kms



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

REVISION REGISTER:

Date	Revision Description	Page No.	Initials
7-19-71	Initial Issue	n/a	gwh
10-22-93	On file in Safety Department	n/a	gwh
12-5-98	Added Scope	1	lln
12-5-98	2.4.1 Works Physician changed to Plant Physician	2	lln
12-5-98	2.5.1 Plant Hospital changed to Medical Department, text modification pertaining to physical	3	lln
12-5-98	2.6 Reference to Ohio, Zanesville deleted	3	was
12-5-98	2.7 Reference to Ohio, Zanesville deleted	3	was
12-5-98	2.8 Ohio deleted	3	was
12-5-98	2.11 Standard Security Procedure #8 and 27 changed to SSP-0060-8 and SSP-0060-27; S.P.I. No. B-1.02-19 and B-1.02-28 changed to SHSP-0035-19 and SHSP-0035-28 removed "page 58", changed to "the section covering vehicles and mobile equipment..."	4	was
12-5-98	2.13 Ohio deleted	5	was
12-5-98	2.13.1 Plant Protection changed to Security	5	was
12-5-98	2.14 S.P.I. changed to SHSP	5	lln
12-5-98	2.15 Text modification regarding references	5	lln
12-5-98	2.16 S.P.I. changed to SHSP	5	lln
12-5-98	Added References	6	lln
12-5-98	Put into new format	All	lln
6-28-99	2.1.2 Deleted "Skyworker"	1	gww
6-28-99	2.1.14 New section added	2	gww
6-28-99	2.2.6 and 2.2.7 New sections added	2	gww
6-28-99	2.3.1 New section added	3	gww
6-28-99	2.7 "S.C.R.C." changed to S.C.R. card or an approved record keeping form"	4	gwh
6-28-99	2.13.4 New section added	6	gww
6-28-99	2.14 Text modification in last sentence	6	gww
6-28-99	2.17 New section added	6	gww



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

Date	Revision Description	Page No.	Initials
6-28-99	3.0 References changed to 5.0; new section added as 3.0	7,	gww
6-28-99	4.0 New section added	7,8	gww
6-28-99	3.0 References changed to 5.0	8	gww
7-13-99	2.1.2 Added Bobcats	1	lrd
7-13-99	2.1.9 Skyworker changed to Aerial Lifts/Bucket Trucks	1	lrd
7-13-99	2.1.10 Track mobile changed to Track Mtce Equipment	1	lrd
7-13-99	2.11 Deleted reference to SHSP-0035-28	5	gwh
7-13-99	1.19 Deleted reference; 5.3 changed to 5.1; 5.1 changed to 5.2; 5.2 changed to 5.3; 5.5 changed to 5.4	8	gwh
1-19-01	Modified headers and footers with new logos	All	lln
3-24-01	Changed Armco to AK Steel	4,6	kms
4-10-01	Changed Doc Owner Name from Dennis R. Wist to Mark G. Tabler	1	kms

GRIEVANCE FORM

Exhibit 2

BUTLER ARMCO INDEPENDENT UNION

Grievance No: BU-98-024

Original Grievance Date: 2/25/98

Grievant's Name/s: Joseph G. Myers

Check No/s.: 14795

Department: Labor Department

Section: Trucks

Job: Misc.

Provisions of Agreement Violated or Relied Upon:

Article IV, Section A, Paras. 1 and 2; Article VIII, Section C, Paras. 1, 2, and 3; Article VIII, Section G, Paras. 1, 2, 3, and 4; Labor Department Supplemental Agreement.

Facts and Background Information:

As of January 29, 1998, John Jones #4946 vacated the daylight Zone six block in the Truck section and moved to an open position on the 11-7 turn. Since that time no Shape up bid has been posted to fill his vacated daylight position.

Myers contend that said vacancy should have been filled by posting a Shape Up bid on January 29, 1998.

WITHDRAWN WITHOUT
PREJUDICE TO THE UNION

MAR 5 1998

Jack W Lewis

James E. Platten

Remedy Sought:

Myers seek to have such vacancies properly filled in the future and to be made whole in all respects.

Grievant's Signature/s and Check No/s.

Joseph G. Myers 14795

District Union Representatives' Signature

Jerry J. Edman



July 9, 1998

TO: Joe Myers
FROM: Rick Bofinger
SUBJECT: Verbal Warning

As a result of the investigatory meeting we had on Monday, June 22, 1998, regarding your work performance on June 20, 1998 (i.e. not securing a load on a Stake Truck and turning the Truck over), I have decided to issue you a verbal warning.

Please be advised that continued behavior of this nature may lead to more severe disciplinary action, up to and including discharge.

cc: K. Crispin
T. Ayres
file

New July 99

**Armco's
Safety
and
Security
Handbook**



WELCOME

At the Butler Operations of Armco Inc., Safety and Security is our first responsibility. We want Safety and Security to be your first thought. Your Supervisor will teach you how to do your job safely. If you do not understand the job or if you feel that it is unsafe, before you act, contact your Supervisor at once with your safety concern. It is your responsibility to read this booklet and know what is in it. Learn the Safety and Security Rules in your department. If you change jobs, learn the Safety and Security rules of your new job.

March 1999

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4
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1
5

TO: Butler Armco Men and Women


The purpose of this book is to help promote a good Safety and Security focus among all of the Armco-Butler Operations team.

I want you to know that I am sincerely concerned about your safety, the safety of your family; and indeed, safety is the number one priority at this facility.

Having pioneered the safety movement in the steel industry, all of us have learned that tested safe practices, practical mechanical safeguards, adequate personal protective equipment, and safety rules do prevent injuries.

Experience also proves that each individual must establish a personal desire and conviction to act and think safely - to learn and understand fully the safe way to do each and every job assignment.

Reading this book and referring often to its important Safety and Security instructions will help you prevent injury, protect you, and protect all Armco-Butler Operations' employees. One person can make a difference! This is most true when safety is concerned. Let all of us work safely for ourselves, but most importantly, for our families.



General Manager - Butler Operations

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FOREWORD

Safety is the responsibility of every employee every minute of the day and night whether he or she is at work, at home, or on the highway. Your best safeguard is to train yourself to THINK and PLAN for your own safety and the safety of those working with you. If you plan ahead and think of the safe way to do a job at all times, you will ACT and WORK SAFELY. This is your first duty to yourself, your family, your co-workers, and your company.

The General Safety, Security, and Industrial Hygiene Instructions in this book were developed for one purpose - to protect you and other employees from injury. This handbook does not constitute, and should not be viewed or relied on as, a contract of employment or as a part of your employment contract, nor does it imply that successful completion of an Orientation Period should be construed as a promise or guarantee of permanent employment. Employees performances will be continually monitored by the responsible supervisor. Know the safety, industrial hygiene, and security rules and follow them. Your cooperation in preventing accidents is an absolute necessity.

Ignorance of safety, security, and industrial hygiene instructions or regulations is not an excuse for having an injury or being responsible for the injury of someone else. The memory of being responsible for the injury of your co-worker is something which will stay with you for a long time.

If you see any condition, behavior, practice, or method of working in your department which looks dangerous, report it to your supervisor immediately. Also, consult your supervisor about the proper procedure if you have any question about your work. Under no circumstances should you take unnecessary risks.

ANY PLANT INJURY AND/OR NON-INJURY ACCIDENT, NO MATTER HOW SLIGHT, MUST BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY. YOU MAY FEEL THAT A MINOR PLANT INJURY DOES NOT REQUIRE ATTENTION, BUT DON'T TAKE A CHANCE.

If you become ill when at work, do not continue on the job; report to your supervisor immediately.

Read the bulletin boards. We can all profit from the thoughts and experiences of others.

Be alert to the safety of visitors and new employees. Frequently, they do not understand the movement of the materials or the operations of machines; and they may walk or stand in an unsafe place. Do not hesitate to tell them if they are in danger. They will appreciate your concern for their safety.

The rules and instructions contained in this book are supplementary to applicable Federal, State, and local laws and regulations. In the event of differences, the higher standard of safety shall apply.

In addition to the General Safety and Industrial Hygiene Rules and Instructions, Plant Conduct Rules and Regulations, the General Safety Orders, the Company Policies on Asset Protection, Proprietary Information, Drugs, Alcohol and Other Intoxicants, Vehicle, Package and Locker Inspections, Sexual Harassment, Smoking, and Workplace Violence, local plant management has issued Department Rules, Safety and Health Standard Practices, Job Safety and Health Analyses, General Maintenance Safety Guides, and Standard Security Procedures (which are subject to update and change anytime and for any reason) in an effort to make this a safe and secure place to work.

Rules and mechanical safeguards are not enough to make people safe. You must want to be safe; you must be safety-minded. You must know the rules of safety and security and practice them every day to protect yourself and your co-workers. Failure to do so can only lead to disaster. This is why a violation of any of the rules, orders, or safe practices must be reinforced by appropriate corrective or disciplinary action.

The thing to remember, however, is that your personal safety and security is your most important priority; and know that by observing all safety and security regulations, you will enjoy your job under safe, secure, and pleasant working conditions.

(b) Loose materials, such as planks, scaffolding, pipe, bolts, nuts, etc., must not be left overhead. Building vibration may cause them to fall and injure those below. Materials are not to be dropped or thrown to the ground but must be let down by handlines or some other controlled method.

(Refer to GSO-0035-2 and GSO-0035-4, SHSP-0035-6, SHSP-0035-11, SHSP-0035-23, SHSP-0035-25, GMSG's 0039, 0040, 0064, and 0076, and SSP-0060-25)

OPERATION OF VEHICLES AND MOBILE EQUIPMENT

Operation of vehicles such as cars, trucks, tractors, forklifts, payloaders, cranes, and other Mobile Equipment require various degrees of License Classifications and training. Those persons who operate Company or personal vehicles on company property or on local, state, or federal highways for business purposes must comply with all State and Federal regulations, training, and license requirements. Operators are also required to comply with plant regulations and applicable department safety rules. State Motor Code rules and regulations pertaining to the vehicle itself and operation are also to be adhered to, i.e., seat belt use, inspections, etc.

(Refer to SSP-0060-8, 11, 12, and 22, SHSP-0035-19, SHSP-0035-28, and GMSG 0018, 0052, and 0068)

are helping to load them, cooperate with the operator by observing these rules.

5. **Never Use a Forklift** or similar vehicle as a working platform or allow yourself to be hoisted from one level to another unless a specially designed platform is provided and you have been authorized to use the vehicle in this way.
6. **If You Are Authorized** to ride in a truck or other plant vehicle, do not allow any part of your body to hang over the edge. Do not jump off of a vehicle in motion - wait until it stops. Do not ride in a truck with unsecured loads.
7. **Unsafe Vehicles** are not to be operated on Armco property or for Company business. Report all unsafe conditions to your Supervisor for repair.

Mobile Crane Operation

1. **Center of Boom** point must be directly over the load during all lifts.
2. **Outriggers** must be fully extended on firm ground, or mats must be used.
3. **Slings, Shears, Load Block** and all components must be in good condition.

4. **Load Radius** and boom length must be in accordance with approved rigging procedures.
5. **Crane Charts** for capacity are in the crane cabs.
6. **Rated Load Capacities**, recommended operating speeds, and special hazard warning must be posted on all Mobile Cranes. When making a lift, add a safety factor of 15% or 5 tons (whichever is greater).
7. **Mobile Cranes** must be inspected by the operator before each use. All deficiencies must be corrected prior to use.
8. **All Operators** must follow *GSO-0035-3* when working near railroad tracks.
9. **To Prevent Damage** to wire rope, sheaves, load blocks, and/or jib crane attachments, the operator must control the speed of the crane to prevent excessive bounding when traveling to the job site.

RAILROAD EQUIPMENT AND TRACKS

1. **Look, Listen and Yield** before crossing railroad tracks when walking or driving - Radio-Controlled Locomotives (RCL's) have the right-of-way. Cross tracks inside or outside of buildings at the regular crossing points. Do not step or

UNSAFE AND IMPROPER BEHAVIOR

It is regrettable but, nevertheless, a fact that in an organization of our size, a few employees have almost a total lack of understanding of the safe and proper manner in which they should conduct themselves.

General Safety Orders, Safety and Health Standard Practices, General Safety Instructions, Department Safety Rules and Regulations, Standard Security Procedures, and Company Policies have been established to promote the health and welfare of all employees. Violation of these orders, rules, regulations, and/or policies **WILL SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE.** In order to avoid any possible misunderstanding of the following rules and regulations, you are urged to discuss them with your supervision:

1. Fighting and/or Assault

Fighting or provoking a fight and/or assaulting another employee is prohibited while on company property. (*Refer to the Work Place Violence Policy*)

2. Stealing, by any of the following commissions, is prohibited:

- (a) Any action contrary to the company *Asset Protection Policy*.

- (b) Unauthorized possession of property of the company or of another employee/contractor.
- (c) Punching of others' time card.
- (d) Falsifying records or reports.
- (e) Releasing proprietary or confidential information.
- (f) Misuse of material passes.
- (g) Personal work using company material or equipment.

(Refer to the Asset Protection Policy)

3. Intoxication

Infraction of the company's Drug and Alcohol Policy including possession, usage, or passing of alcohol, hallucinogens, depressants, stimulants, or other drugs, except the use and possession of drugs prescribed by a physician, is prohibited.

Help for drug and alcohol problems can be obtained through contacting your Supervisor, Company Doctor, or Employee Assistance Program Coordinator.

(Refer to Drug and Alcohol Policy and the Policy on Drug and Alcohol Rehabilitation)

4. **Sleeping while on duty is prohibited.**
5. **Insubordination, including failure to carry out definite instructions or assignments, is prohibited.**
6. **Possessing, using, or passing weapons, incendiary devices, or explosives is prohibited.**
7. **Violations of common decency or morality of the plant or community, including indecency (*Sexual Harrassment Policy*), disorderly conduct, abusive or threatening language, or conduct which endangers the safety of others, is prohibited.**
8. **Willful hampering of production, producing defective work through obvious carelessness or negligence, or concealing defective work (sabotage).**
9. **Willful damage to, destruction of, defacement of, or neglect of company, customer, contractor, visitor, or another employee's machinery or property.**

Other types of misconduct will also not be tolerated. Anyone found engaged in any of the following unsafe practices or improper behavior **COULD BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE.** While not intended to be all inclusive, outlined are many of those areas of behavior which are not in the best interest of Armco or its employees.

Any disciplinary action will, of course, be based on facts and circumstances in each specific case and total record of the employee involved.

- (1) Violation of any Butler Operations safety order.
- (2) Violation of any Butler Operations departmental safety rule.
- (3) Willful violations of OSHA standards.
- (4) Leaving the job or work area during or before the end of one's work shift without permission.
- (5) Not using authorized, designated walkways when entering or leaving the plant. **Do not take shortcuts through other departments when going to or from your locker room.**
- (6) Not wearing all the protective clothing and equipment prescribed for your job.
- (7) Using/working on crane runways without the authorization of your supervisor. Only authorized employees are permitted in crane cabs.
- (8) Tampering with or operating any switch that is locked or any switch which does not concern your job. (*Refer to GSO-0035-1*)

- (9) Knowingly harboring infectious disease which may infect others.
- (10) Failure to report an accident, injury and/or non-injury, or deliberately giving false testimony in accident investigations or reports. Injuries and accidents, no matter how slight, shall be reported immediately to your supervisor.
- (11) Smoking or utilizing an open flame in dangerous and posted areas.
- (12) Horseplay, scuffling, pranks, goosing, wrestling, throwing materials at or near others will not be tolerated.
- (13) Unauthorized crossing under, over, or between railroad cars.
- (14) Gambling and/or organizing, operating and conducting gambling activities.
- (15) Careless waste of material, abuse of tools, machinery, or equipment. Be sure to follow published and established safety practices in starting up, operating, and shutting down equipment.
- (16) Improper operation of motor vehicles.
 - (a) Do not drive into or through the plant unless authorized.

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(b) Failure to comply with parking and plant drive-in rules and regulations. (*Refer to SSP-0060-8, SHSP-0035-19, SHSP-0035-28, and GMSG 0018*)

(17) Infractions of security or proprietary policies and regulations. (*Refer to the Proprietary Information Policy and the Standard Security Procedures and Policies*)

(18) Violations of criminal laws.

(19) Failure to disclose conflict of interest or violation of business ethics.

(20) Unauthorized use of or carrying concealed cameras.

(21) Unauthorized selling, soliciting, canvassing, or distribution of goods.

(22) Posting unauthorized notices, defacing walls, or tampering with bulletin boards.

NOTICE

Exhibit 5

THIS VEHICLE HAS A REGISTERED COMBINED GROSS WEIGHT OF 73,280 LBS.

When operating this tractor: L-149 at 19,900 lbs.

**DO NOT EXCEED
LOAD WEIGHT OF:**

in combination with trailer #:	141	at	17,540	lbs.	—	35,840	lbs.
	186	at	20,060	lbs.	—	33,320	lbs.
	205	at	14,920	lbs.	—	38,460	lbs.
	222	at	12,650	lbs.	—	40,730	lbs.
	227	at	14,220	lbs.	—	39,160	lbs.
	245	at	17,680	lbs.	—	35,700	lbs.
	271	at	15,320	lbs.	—	38,060	lbs.
	516	at	29,400	lbs.	—	23,980	lbs.

Rich Bofinger

7/12/99

NOTICE

THIS VEHICLE HAS A REGISTERED COMBINED GROSS WEIGHT OF 73,280 LBS.

When operating this tractor: L-115 at 18,440 lbs.

**DO NOT EXCEED
LOAD WEIGHT OF:**

in combination with trailer #:	141	at	17,540	lbs.	—	37,300	lbs.
	186	at	20,060	lbs.	—	34,780	lbs.
	205	at	14,920	lbs.	—	39,920	lbs.
	222	at	12,650	lbs.	—	42,190	lbs.
	227	at	14,220	lbs.	—	40,620	lbs.
	245	at	17,680	lbs.	—	37,160	lbs.
	271	at	15,320	lbs.	—	39,520	lbs.
	516	at	29,400	lbs.	—	25,440	lbs.

Rich Bofinger

AK Steel Corporation
BUTLER WORKS
PO BOX 832
BUTLER, PENNSYLVANIA 16003-0832

TELEPHONE 724 284 2000

COPY

July 28, 2000

Joseph G. Myers
147 Heather Drive
Butler, PA 16001

Dear Mr. Myers:

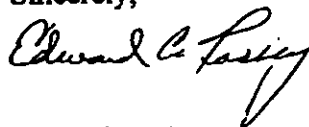
On Monday, July 17, 2000, we met along with your Union representation to discuss your actions on the Thursday, July 13, 2000 when you failed to properly follow General Safety Order No. 3 while working on a pump in the Main Plant Clarifier Interceptor Pit.

During the meeting, we discussed the incident in detail. It was stated on your behalf that the railroad tracks involved were at a dead end. Consequently, your spokesman argued there was no danger when you failed to properly place the orange fluorescent cones and utilize a derailer as protection while you were operating a crane on the track. Further, you indicated that the crane you were using was not equipped with the cones or a derailer and that you were in the process of obtaining the equipment at the time you were spotted working without it in place.

Joe, you were working on the tracks without the necessary protective equipment in place which was a direct violation of GSO No. 3. You have been trained regarding the requirements of this extremely important safety order yet failed to follow it. This blatant and irresponsible disregard for safety requirements cannot be tolerated. Therefore, after a thorough review of all the facts including what was said on your behalf at the investigatory meeting, I have decided to issue you a three-day suspension from Wednesday, August 9 through Friday, August 11, 2000. Due to the nature of this offense, the Justice and Dignity provisions of the Basic Agreement will not apply.

It is my sincere hope that this suspension will serve to correct this behavior in the future. Be advised, however, that should this type of problem recur you could be subjecting yourself to further disciplinary action up to and including discharge.

Sincerely,



Edward A. Tasse
Area Manager—Transportation Repair/Truck Service

cc: T. R. Ayres
M. C. Seyler
G. W. Hesidenz
C. V. Nanni
G. S. Loverick, Check No. 15125
File



ISDFLOO

11:30 AM

COMPANY ED TASSEY, JOHN VENSEL
UNION GREG LOUERICK, DEWEY EAGLE
"JOE MYERS"

ED INVESTIGATORY UPTO AND INCLUDING

COMPLAINT FROM GREG MACANIHEN FROM SILICON

12-14 11-7

10 COILS TO BE HAULED

VCA DOWN TO SILICON

3 AT A TIME AND I NEVER HAULED

JOE THAT'S A LIE, I HAULED 3, 3 AND 4

I HAULED EVERYTHING I WAS TOLD TO HAUL

ED WE HAD THIS PROBLEM IN THE PAST, WHEN SILICON
WANTS A WHOLE BOX HAULED 6 AT A TIME THAT'S
WHAT WERE SUPPOSED TO DO. THAT'S ONE REASON
WE WANT TO NEW TRAILERS AND THE MANUFACTURER'S
TOLD US WE COULD HAUL THE WEIGHT AND THAT'S
WHAT WE EXPECT.

JOE YOU TOLD ME IN THE PAST I COULD HAUL THEM
HOWEVER I WANT AS LONG AS I GET THEM HAULED

ED, I CANT ARGUE THAT, THATS WERE THE CONFUSION MIGHT
BE, BUT WITH THE NEW TRAILERS YOUR TO HAUL 6 AT A

JOE I STILL FEEL IT'S UNSAFE AND I WANT TO BE DISQUALIFIED
AND SENT BACK TO ZONE 6, I CANT DO THE JOB
SAFELY THE WAY YOU WANT ME TO I CANT AFFORD
TO GO TO SA.1

DEWEY WHAT'S THE BIG DEAL, IF HE HAS TO MAKE A
CUT TO ...

JOE. WHAT IS SAFER HAULING 3 OR 6
ED WE COULD SIT HERE ALL DAY AND WHAT IF IT.

JOE ALSO STATED THAT THERE WAS A ICE STORM THAT
NIGHT AND HE TOOK A LITTLE EXTRA TIME HAULING
IT'S SAFER TO HAUL 3 THAN SIX

ED YOUR REQUIREMENT IS TO HAUL SIX
IF ITS SNOWY OR ICY THAT'S A DIFFERENT STORY

DEWEY IS THERE GOING TO BE A DOCUMENT WRITTEN UP
SAYING ~~THESE~~^{YOUR} GOING TO HAVE TO HAUL SIX

ED THAT'S ALWAYS BEEN OUR REQUIREMENT

JOE I'M TELLING YOU I CAN'T HAUL 6 COILS SAFELY
HAVING A CDL

ED WE'RE NOT GOVERNED BY STATE OR FED LAW WHEN
IT COMES TO WEIGHT

DEWEY IT NEEDS TO BE PUT IN WRITING

GRIG COULD WE HAVE IT POSTED

ED YES, THAT'S NO PROBLEM

JOE ARE YOU TELLING ME IF I DONT HAUL 6, YOUR GOING
TO FILE ME

ED NO I'M NOT SAYING THAT, UNLESS ROAD CONDITIONS
ARE UNFAVORABLE YOUR REQUIREMENT IS TO HAUL 6

JOE NOBODY HAS CONVINCED ME THAT I WANT TO SAIL
IF I HIT SOMEBODY, SO I WANT TO GO BACK TO
ZONE 6 AND DRIVE A PICK UP I WANT TO BE D-QUED
ED I WILL LOOK INTO IT

JOE I OTHER THING I WOULD LIKE A COPY OF EVERYTHING
IN MY FILE.

ED I TALKED TO IR AND I CAN GIVE YOU MOST
OF IT

GREG YOU SAID MOST, WHY NOT ALL

ED SOME OF IT MAY NOT HAVE ANY BEARING ON
ANYTHING, SOME OF IT'S JUST NOTES AND
REMINDERS THAT MAY NOT MEAN ANYTHING-

JOE I NEED EVERYTHING FOR MY ATION.

ED I'LL GET BACK TO YOU AS SOON AS I CAN


(

January 31, 2001

To: All AK Steel Employees

From: Brenda S. Harmon
Vice President - Human Resources & Secretary

Subject: EEO, Harassment, and Telecommunications Policies



Attached are copies of AK Steel's corporate policies covering equal employment opportunity, harassment and workplace violence, and use of company telecommunications tools. Although the company's position on equal opportunity and harassment are longstanding, we feel it is important to reissue these policies along with the new telecommunications policy for the benefit of all of our employees.

Please take the time to read each document carefully so that you understand these important company policies and the proper contacts for issues of concern. If you have additional questions, please contact the Manager - Human Resources or the Manager - Industrial Relations at your AK Steel site.



enclosures

**AK STEEL CORPORATION
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

The Equal Employment Opportunity Policy of AK Steel Corporation is as follows:

- It is the policy of AK Steel Corporation to recruit, hire, train, promote, and transfer persons in all job classifications without regard to race, color, religion, national origin, age, military status, disability, or sex, except where sex is a bona fide occupational qualification. Harassment is not tolerated in the workplace, and violators are subject to appropriate discipline.
- All employment and promotional decisions will be based only on valid job requirements and will be made in accordance with the principles of Equal Employment Opportunity. Reasonable accommodation of religious practices and disabilities will be granted if such accommodation can be achieved without undue hardship.
- All other personnel actions, such as compensation, benefits, transfers, layoffs, returns from layoff, company-sponsored training programs, educational assistance, and social and recreational programs, will be administered without regard to race, color, religion, sex, national origin, military status, disability or age.
- The company will continuously monitor all personnel actions to insure that they are nondiscriminatory.

This policy is continuously disseminated and communicated throughout AK Steel Corporation, especially to all levels of management and those individuals engaged in recruiting, employment, and training activities.

The Human Resources Department is responsible for the overall administration of the Equal Employment Opportunity Policy. If you believe that this Equal Employment Opportunity Policy has been violated, you must immediately report the matter to any of the following: the Human Resources Manager at your work location; the Manager of Industrial Relations at your work location; or the Corporate Human Resources Department ((513) 425-2586).

All members of AK Steel Corporation management are responsible and accountable for compliance with the Equal Employment Opportunity Policy throughout their particular organizational unit.

Date Revised: November 28, 2000

**AK STEEL CORPORATION
POLICY ON HARASSMENT AND WORKPLACE VIOLENCE**

I. POLICY

AK Steel Corporation prohibits all forms of unlawful discrimination in accordance with state and federal law, including harassment because of sex, race, color, religion, national origin, age or disability. The Company further prohibits threats, threatening behavior, or acts of violence against employees or other individuals by anyone on AK Steel property or off AK Steel property if the prohibited conduct relates to an individual's employment with the Company. Such misconduct, regardless of who originates it or participates in it, and regardless of whether it is oral, written, or physical conduct, must be reported promptly and will be investigated. If found to have occurred, appropriate corrective action will be taken up to and including termination of the offending individual's employment. Criminal activity may also be referred to the appropriate authorities which may result in arrest and prosecution.

II. HARASSMENT

A. Reporting Procedure

If you believe you are the object of harassment, or observe or have knowledge of any such activity; you must immediately report the matter to any of the following: the Human Resources Manager at your work location; the Manager of Industrial Relations at your work location; or the Corporate Human Resources Department (513-425-2586).

This Policy prohibits retaliation against individuals who in good faith report harassment, cooperate in an investigation, or reject sexual advances. If you believe you have been retaliated against, you must report it by following the reporting procedures outlined above.

B. Investigation/Disciplinary Action

Each matter that is reported will be investigated and, where appropriate, corrective action, up to and including termination of the offending individual's employment, will be taken. In investigating complaints of harassment under this Policy, the Company may impose discipline for inappropriate conduct regardless of whether the conduct constitutes a violation of the law and even if the conduct may not rise to the level of a violation of this Policy. The Company also will accept complaints of offending conduct regardless of whether the conduct rises to the level of harassment under the law or of a violation of this Policy. The investigation will be conducted with as much confidentiality as can be provided consistent with a thorough investigation. Information may be disclosed to appropriate personnel as required to conduct an adequate investigation.

C. Prohibited Conduct

1. Sex Harassment

Prohibited sex harassment occurs when unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sex harassment also occurs where submission to such conduct is made either an implicit or explicit term or condition of employment; or where submission to or rejection of such conduct is used as the basis for making employment decisions.

Conduct prohibited by this Policy ranges from sexual innuendo, perhaps in the guise of humor, to coerced sexual relations. Forbidden conduct may include subtle or direct pressure for sexual activity; physical contact such as touching, patting or pinching; other sexual references or suggestive comments about a person's body, appearance, or clothing; or the display of pictures or objects that have women or men as sexual objects (including those displayed or transmitted through computers).

2. Other Types of Prohibited Harassment

Prohibited harassment also occurs when verbal or physical conduct based upon race, color, religion, national origin, age or disability has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Conduct prohibited by this Policy includes, but is not limited to, slurs, negative stereotyping, threatening, intimidating or hostile acts, and written or graphic materials (including those displayed or transmitted through computers).

III. WORKPLACE THREATS AND VIOLENCE

A. Reporting Procedure

You are responsible for notifying AK Steel Security at your work location of any threats, threatening behavior, or acts of violence relating to your employment or Company property. You must also inform AK Steel Security about, and provide a copy of, any legal protective or restraining order which involves you or AK Steel property.

B. Investigation/Disciplinary Action

Each matter that is reported will be investigated and, where appropriate; corrective action; up to and including termination of the offending individual's employment, will be taken. Criminal activity may also be referred to the appropriate authorities which may result in arrest and prosecution. Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on AK Steel property shall be removed from the property as quickly as safety permits, and shall remain off AK Steel's property pending the outcome of an investigation regarding such behavior.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Mr. Bill Gonce, Manager
 Industrial Relations
 AK Steel Butler Works
 P.O. Box 832
 Butler, PA 16003-0832

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery _____

C. Signature _____ Agent
 X _____ Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)
 7000 1670 0003 8073 3122

PS Form 3811, July 1999 Domestic Return Receipt 102595-00-14-0952

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To
 Bill Gonce / AK Steel Butler Works
 Street, Apt. No. or PO Box No.
 P.O. Box 832
 City, State, ZIP+4
 Butler PA 16003-0832

PS Form 3800, May 2000 See Reverse for Instructions

7000 1670 0003 8073 3122

WELCH, GOLD & SIEGEL, P.C.

ATTORNEYS AT LAW

SUITE 1240, LAWYERS BUILDING • 428 FORBES AVENUE • PITTSBURGH, PENNSYLVANIA 15219
TELEPHONE: 1-800-575-3089 • FAX: (412) 391-8232

March 1, 2001

PHILADELPHIA OFFICE
ASSOCIATED WITH
MATTLEMAN, WEINROTH & MILLER
ATTORNEYS AT LAW
PHILADELPHIA, PA 19110

Mr. Bill Gonce, Manager
Industrial Relations
AK Steel Butler Works
P. O. Box 832
Butler, PA 16003-0832

VIA CERTIFIED MAIL

RE: Joseph Myers
Our File No.: 98404

Dear Mr. Gonce:

As manager of Industrial Relations at the plant, I wanted to put you on notice of safety concerns of one of the employees of AK Steel Butler Works, Joseph Myers.

Mr. Myers informs me that management of AK Steel has routinely requested that he haul steel coils in excess of CDL weight restrictions by tractor trailer within the plant. The gross weight of the trailer with the six coils he is asked to carry is far in excess of the maximum gross weight of 73,280 pounds specified in the Pennsylvania Motor Vehicle Code, Section 4941. See enclosed. Section 4941 specifies the maximum weight permitted when a vehicle is operated on a highway. "Highway" is defined in part as "[t]he entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel." See enclosed definition. In addition to the weight restrictions, the steel cargo is not chained down on the trucks. This creates a foreseeable risk of danger.

As a result of refusing to carry a load in excess of the CDL regulations, Mr. Myers was called to a disciplinary meeting with Ed Tassey, his supervisor. It is Mr. Myers contention that there are serious safety concerns in hauling these excess loads, especially without chaining down the loads properly. In the unfortunate event of a collision with another vehicle, someone could be seriously injured by rolling coils. There is also a question of his potential criminal liability for hauling loads in excess of the statute. If someone is injured, he also faces civil liability. It is unclear whether the commercial insurance on the trucks would fully cover him.

Mr. Bill Goncc, Manager
March 1, 2001
Page 2

Despite numerous requests, AK Steel refuses to put in writing their policy of hauling excess loads. The company is motivated to save time and money; however, is not willing to commit to their position in writing. At the same time, they take a hard-line approach toward safety infractions. Many employees are fired for the smallest safety infraction. It is conceivable that Mr. Myers would be fired for the safety violations in the event of an accident.

I understand that it is AK Steel's position that the plant constitutes private property. Therefore, they contend that the statute is not applicable. Obviously, it is a gray area that is uncertain. The state had previously given funds for the railroad crossings within the plant. These crossings had to be according to state specifications. This implies that the State may see it differently.

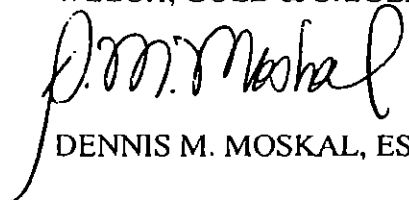
It is requested that the company have the Department of Transportation determine whether the CDL regulations are applicable within the plant. Furthermore, the company should commit in writing to indemnify and hold these trailer operators harmless for any injury to persons or damage to property resulting from hauling excess, unsecured loads.

It is requested that a written response be submitted within ten (10) days of this letter.

Thank you for your prompt attention to this matter.

Sincerely,

WELCH, GOLD & SIEGEL, P.C.



DENNIS M. MOSKAL, ESQUIRE

DMM/slb

cc: Richard Wardrup, CEO
703 Curtis Street
Middletown, OH 45043

Mr. Joseph Myers
147 Heather Drive
Butler, PA 16001

March 21, 2001

Mr. Dick Wardrup (CEO), Mr. Bill Gonce (Industrial Relations), Mr. Tom Ayres (Area Supv.), Mr. Rick Winter (Human Relations), Mr. Ed Tassey (Truck Supv.), Mr. Bill Smith (Safety Dept.)

Exhibit 11

I, Joe Myers, am serving notice to all those listed above regarding many incidents of inconsistent and selective discipline as well as possible criminal and civil liabilities being forced on hourly workers at the AK Butler Works. The selective discipline is a retaliation measure by the Company due to an employee standing up for his or her rights or a personality conflict.

This is a list of issues I believe the company has used in retaliation against me:

1) February 25, 1998: grievance No. BU-98-024 was filed because the company did not follow the contract. This grievance concerned a bid that I signed to obtain a position in the truck section. I will supply any documentation on this matter at the company's request. (Rick Winter governed this process)

2) July 9, 1998: I was issued a written verbal warning for not securing the load on a stake truck. The load that I did not secure was a pinion gear. Approximately two years prior, another truck driver was told by the machine shop not to chain down the pinion gear because they did not want any damage from the chains. During this time, Tom Ayres and I had discussions on overloaded coil trucks and the company not allowing the drivers to chain down the coils and Tom stated that was the company's decision. We also discussed other drivers having the same problems with hauling the pinion gear and Tom stated he was not responsible for what happened before he became the supervisor. After my incident, I was told of a prior accident involving Dan Redick, in which the pinion gear shifted and tilted the rear truck axle off the ground. At that point, management documented the incident, even taking photographs. However, if the pictures had been utilized in safety instructions attached to the pinion gear (which I suggested to Tom Ayres after my accident), the accident would NOT have happened to me. The company was and is negligent in not educating new drivers about this problem. Tom Ayres, Ed Tassey and Bill Smith questioned why I did not bid out of the truck section.

3) Ed Kamerer was discharged approximately February 1999 creating a vacancy that enabled me to obtain a daylight truck bid. I obtained the bid. The company then reinstated Ed Kamerer approximately five months later and put me back on midnight shift which was in direct violation of the contract that states a person who signs a bid cannot return to his relative position after 35 days. The bid that the company posted was a permanent bid and not a contingent bid that the company has posted in the past.

4) July 28, 2000: I received a letter issuing me a three-day suspension for not following General Safety Order No. 3. The letter stated, "this blatant and irresponsible disregard for safety requirements cannot be tolerated." I believe the statement ("blatant and irresponsible disregard") is defamation of character because, although I called for clearance but forgot the cone and derail, I did not do so intentionally. Also, I believe I was singled out because I was just one of several men who also did not follow GSO #3 on that day - but I was the only one to get suspended. Furthermore, the derail we are required to use is only effective up to three miles an hour. I know of two instances where a yard crane and a locomotive both went through a derail and it did not derail either one.

:

The following issues are the double standards the company uses with hourly vs. salary

1) I received a three-day suspension for not following GSO #3, but Dean Widenhofer and other salary employees were all on a railroad car without calling for clearance or coning and derailling - and nothing was done.

2) Approximately January 2000, the locomotive shop during routine inspection observed the 25-ft. boom extension on the Linkbelt mobile crane was bent, so they red tagged and pulled it out of service. The company put the boom extension back in service and continued to have the operators use the crane even after I had notified Tom Ayres and Ed Tassey on numerous occasions. The boom extension was not repaired until approximately December 2000.

3) The Grove 319 crane I have turned in for faulty rear steering is still being used and I have been told to continue to use it - even though they cannot seem to find the problem.

4) I've been called in by Ed Tassey and Bill Gonce because I hauled according to the legal limit that the trucks are licensed for and was told that if I didn't do what I was told I could subject myself to discipline up to and including discharge. The company issued me a written verbal awarding for not securing a load on July 9, 1998. They are now telling me to haul overloaded according to CDL and I'm not allowed to chain the coils down. This has the potential for civil and/or criminal liability. The company is not willing to produce a legal document indemnifying the driver from any such liability. (Compare this to AK's policy requesting outside trucks to indemnify AK of any damage liability when our equipment operators remove scrap from outside trucks while dumping.) AK's own insurance company (with whom I spoke) said that drivers should have a document stating that the company requires us to ignore CDL regulations because the company's insurance might not cover us.

5) The Labor Department had three crews report to the same jackhammer job where all three crews hit live conduit before the company determined the prints used on the job were the wrong ones. This is another case where nothing happens to management, but hourly personnel that do something wrong receive disciplinary action.

6) AK has implemented non-smoking policies, stating that violators could be subject to disciplinary action - yet Mr. Wardrup has been observed smoking in non-smoking buildings in violation of company policies and federally mandated non-smoking regulations.

This is to notify the company that I will be following state regulations as mandated by CDL regulations. I hold all named legally liable for all issues in this document - violation of my contractual rights, harassment and intimidation by the company meant to coerce me into violating CDL regulations, as well as any future criminal or civil liability as pertaining to CDL violations ordered by AK Steel.

Signed,



Joseph Myers

cc: Welch, Gold & Siegel, P.C., Attorneys At Law
Butler Armco Independent Union
PA DOT
EEOC
OSHA

Exhibit 12

UX-4

DAILY SAFETY CONTACT

March 22, 2001		FOREMAN: Ed Tassey
Contact #1 Do not overload trucks, haul within legal load limits.		
Contact #2 Secure all loads on all vehicals.		
NAME	Signature	Check #
Baxter, Ron		
Beck, Rick		
Clark, Dan	DAN Clark	861
Collins, Steve		
Crispin, Ken		
Cupps, Steve		
Daugherty, Bill		
DeFrancis, Mike	M DeFrancis	15128
Eagal, Dewey		
Fennick, Bob		
Gallagher, Dave		
Gilliland, Rusty		
Grey, Ed		
Horstman, Don		
Hutzley, Brian	Brian Hutzley	
Keene, Frank	F.K.	4789
Kellerman, Ed		
Kradel, Rich	R.H.K.	14881
Lake, Jeff		
LaMotte, Beth		
Loverick, Greg		
Masartis, Dave		
McCandless, D.L.		
McElhaney, Ralph		
Means, Ken		
Melton, Jim		
Michel, R.J.		
Mills, Nancy		
Myers, Joe		
Norris, Mike	M Norris	15251
Pfabe, Chris		
Redick, Dan		
Steiner, Joe		
Stoner, Ron	R. Stoner	14782
Varner, Gene		
Pool & Temp.		
Davenport, Brian		
Dickey, Aaron		
Govan, Dale		
Kelly, Dan	D. Kelly	3251
Loverick, Philip	P. LOVERICK	15623
Marzullo, Mike		

AK Steel Corporation
BUTLER WORKS
P.O. BOX 832
BUTLER, PENNSYLVANIA 160030832

TELEPHONE 724.284.2000

Company Ex #1


7(g)

Exhibit 13

April 5, 2001

Joseph G. Myers
147 Heather Drive
Butler, PA 16001-2819

Dear Mr. Myers:



On Wednesday, March 28, 2001, we met along with your Union representation in order to investigate your actions on Thursday, March 22 and Friday, March 23, 2001. On March 22, 2001, you were scheduled to start working at 6:30 a.m. Your job that morning was to haul rolls. However, you did not return a call to the Roll Grinding Department until 8:30 a.m. and did not arrive to start hauling rolls until approximately 12:30 p.m. On March 23, you were scheduled to start work at 6:30 a.m. and your job that morning was to drive the CRNO truck hauling electrical product to the Hilltop. At 6:45 a.m., I observed that the CRNO truck was still in the garage. At approximately 7:00 a.m., I was informed you were in the Locomotive Shop office making copies of a letter you had written. At 7:10 a.m., you informed me you would not load the CRNO trailer up to its maximum capacity and you needed chains to bind down the electrical product.

During the meeting, you gave me the same explanation that you had provided me on Friday morning, March 23, stating you would not haul loads on the CRNO trailer that exceeded weight limits applicable on Pennsylvania highways. You also indicated that you were obligated for the same reasons to bind down the electrical product. Further, you claimed that you were not late starting work on Thursday, March 22 and Friday, March 23 and that you were not away from the job without permission. On Thursday, you explained that you spent some time distributing a two-page letter dated March 21, 2001 which you wrote. You also explained that on Thursday you spent time determining whether the truck you were to use for hauling the rolls was able to handle the weight according to "legal limits" as defined for public highways even though you were hauling the rolls within the plant. You also claimed in your view it was permissible for you to have made copies of your letter using Company equipment and material and to be away from your job taking time to copy and distribute this letter because it was Company business. Finally, you admitted that you were instructed and understood that you were to haul up to the weight capacity of the trailer being used while hauling in the plant and you were not to bind down electrical product.

I have carefully investigated all the facts involved in this situation and what was said on your behalf at the investigatory meeting. You have been told repeatedly that while hauling within the plant you are not to follow weight limit requirements that pertain to public highways, as well as requirements for binding down loads. You have also been directed repeatedly that when hauling in the plant you are required to haul according to customer requirements up to the weight capacity of the trailer being used and that electrical product is not to be chained or tied down in any manner. Nevertheless, on March 22, you admittedly

Joseph G. Myers
April 5, 2001
Page 2

spent time to determine whether the truck you were to operate could haul rolls according to your interpretation of the "legal limits". This was done in total disregard of what you have been directed to do and in violation of item 5 on page 78 of the Safety and Security Handbook. Then on March 23, you refused to do the job in the manner directed also in violation of item 5 on page 78 of the Safety and Security Handbook. In addition, you used Company time, material and equipment for your personal use to copy and distribute your March 21 letter. This is clearly a violation of item 2g on page 77 of the Safety and Security Handbook. Finally, on both of these days, you failed to perform required work while you were once again pursuing this issue, and you were away from your job without permission in violation of item 4 on page 79 of the Safety and Security Handbook. Therefore, as a result of these violations and your blatant insubordinate behavior, I have decided to issue you a five-day suspension from April 6, 2001 through April 10, 2001 with intent to discharge you on April 11, 2001. Due to the nature of these offenses, the Justice and Dignity provisions contained in Article IX-E-1 of the Basic Agreement do not apply.

Sincerely,



Edward A. Tasse
Section Manager—Transportation Repair/Truck Service


cc: T. R. Ayres
G. W. Hesidenz
M. C. Seyler
C. V. Nanni
R. A. Rajchel, Check No. 6644
File

April 10, 2001

Joseph G. Myers
147 Heather Drive
Butler, PA 16001-2919

Dear Mr. Myers:

At your request, a Works Management hearing was conducted on April 9, 2001. The purpose of the hearing was for you to appeal the five-day suspension with intent to discharge issued to you on April 5, 2001 by Edward A. Tasse, Section Manager—Transportation Repair/Truck Service. Attending the hearing on your behalf from the Union were Carl Nanni, Jim Fletcher, Hank Leyland, Andrew Hohn, and Don Monteleone. Attending for management was Ed Tasse.



At the Works Management hearing, you repeated your position that loads hauled within the plant must be hauled in compliance with laws applicable to public highways. You stated that you believed the events of March 22 were fabricated by the Company. The Union and you continued that you were not late getting started to work on the 6:30 a.m.-2:30 p.m. turn of March 22 since you had to personally arrange to obtain three trailers until you had one by which you could perform your assigned task of hauling a Cold Mill back-up roll that weighed 27,000 pounds, which supposedly explained why the roll was not hauled until approximately 12:30 p.m. You also contended that you felt you were a victim of harassment by the Company because you were never told that you could not make copies in the Locomotive Shop office and that you could not talk to the clerk there. In fact, you specified that you were filing a claim of harassment at this proceeding and wanted it reported to Human Resources. You stated that you made copies in the Locomotive Shop office of a letter you and your wife had recently written about alleged disciplinary inconsistencies in the Trucks Section of the Butler Works and your intention to follow only CDL regulations in all assignments. You concluded that you gave back several copies of the letter to Mr. Tasse on Friday, March 23 so that you would not be accused of stealing.

A review of all the facts and circumstances surrounding the events of March 22 and 23, 2001, as well as your explanations and arguments presented personally or in your behalf at the Works Management hearing, convinces me that your suspension with intent to discharge was issued for just cause and after due consideration. You have admitted committing all the infractions on March 22 of which you were charged by your own account at the hearing. You stated that you took approximately six hours to perform your first assignment to haul a Cold Mill back-up roll based on trying to publicize and advocate your position on load limits by copying a personal letter in an unauthorized area. You also attributed much of the six hours to weighing trailers for conformance to public road load limits when the hauling was confined to plant roadways. I find that by

JX-2

GRIEVANCE FORM

BUTLER ARMCO INDEPENDENT UNION

Grievance No: <u>BU-01-118</u>	Original Grievance Date: <u>4/12/01</u>
Grievant's Name/s: <u>Joseph G. Myers</u>	Check No/s.: <u>14795</u>
Department: <u>General Labor</u>	Section: <u>Trucks</u>
	Job: <u>Truck Driver</u>

Provisions of Agreement Violated or Relied Upon:
Article IV, Section A, Paragraphs 1 & 2; Article IX, Section A, Paragraph 1

Facts and Background Information:

On April 5, 2001 Edward A. Tasse, Section Manager-Transportation Repair/Truck Service, issued me a five day suspension with intent to discharge for alleged violations of item 2g, page 77, item 4, page 79 and item 5, page 78 of the Safety and Security Handbook and also insubordinate behavior.

This decision was appealed to a Works Management Hearing which was held on April 9, 2001 and was presided over by Michael C. Seyler, Industrial Relations Manager. Subsequently, Mr. Seyler affirmed my five day suspension with intent to discharge as set forth in his letter dated April 10, 2001.

I contend the Company's action was discriminatory and that it was taken without just cause and due consideration.

Remedy Sought:

I seek to have my five day suspension with intent to discharge revoked and expunged from my record and to be made whole in all respects.

Grievant's Signature/s and Check No/s.
Joe Myers 14795

District Union Representatives' Signature
Donna J. Beus
M. C. [Signature]
Jerry J. Shannon

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 BUTLEN ARACCO IND. UNION
 ATT. CARL NANNI, PRES.
 P.O. BOX 212Y
 BUTLER, PA. 16003

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **CARL V. NANNI** B. Date of Delivery **5.23.01**

C. Signature *Carl V. Nanni* Agent Addressee

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below.

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes No

BUTLER PA 16001
 MAY 23 2001

2. Article Number (Copy from service label)
 1055 3400 0614 2787 5181

PS Form 3811, July 1998 Domestic Return Receipt 102595-00-M-0952

May 19, 2001

Carl Nanni
President, BAIU

Re: Step-Three Hearing (to be held 6-6-01)

As per our phone conversation on Friday, May 18, 2001 and your direction, I am submitting a written request for a videographer to be present at the step-three hearing, along with Andy Hohn, Don Montleone, Donna Beers, Ed Tasse, and Rick Winter. Additionally, I request my wife to be present because the outcome directly affects her.

You stated the union does not have any opposition to my request.

The reason for these requests would be to have a more accurate account of the meeting.

During the first two meetings – the investigatory meeting and the works management meeting – there were false allegations made in my dismissal.

A longhand transcript of a meeting cannot fully and accurately record the complete expressions and context of testimony given during a meeting of such importance.

If the company denies the above requests, I would like their response and their reason(s) for denial in writing.

Joe Myers

TO: Mill Aisle - Shift Managers	FROM: Jason Adams	Exhibit 17
SECTION:	LOCATION:	
SUBJECT:		

will now be required to document, at a minimum, one UNSAFE ACT and one UNSAFE CONDITION on a weekly basis *by section* (the Mill Aisle will be counted separately from the Slab Yard). Here is how we will handle this in the Hot Mill Aisle:

Each week, it will be the 3-11 Shift Manager's responsibility to acquire at least one unsafe act and one unsafe condition over the course of the scheduled rolling week. This will meet the minimum requirement. If more are observed, they should be documented according to the procedure outlined below.

UNSAFE CONDITIONS:

When an unsafe condition is found, actions should be taken on that same turn to either eliminate the condition or at least begin the process of getting it taken care of (contacting maintenance, writing a job order, etc.).

Leave me a detailed voice mail message on all unsafe conditions observed and the corrective actions taken. I will see to it that they are documented appropriately in the system. Please provide as much detail as possible.

UNSAFE BEHAVIOR:

When an employee is observed performing an unsafe act, they should be re-instructed immediately. As above, leave me a detailed voice mail message about the situation and the actions taken. I will see to it that the event is properly documented and will coordinate any additional follow-up with the employee.

IT IS YOUR TURN THIS WEEK.

When the daylight or midnight shift managers observe an unsafe act or condition on turn, please also follow the same course of action above.

- Distribution: Chuck Moses
 Nick Newcaster
 Phil Abraham

Dave Pletcher

Observed = Completed + Open

Acts + Violations = Verbal + Written + Suspensions

Item:	Observed By:	Action:	Reason:
Using Eyewash Station to hold hand bar	Ratkus	Verbal Warning	Using Eyewash Station to hold hand bar
Clarifier inspection - shirt not tucked in - first contact on this issue with this employee	Railly	Verbal Warning	Clarifier inspection - shirt not tucked in - first contact on this issue with this employee
MPC inspection - shirt not tucked in	Railly	Verbal Warning	MPC inspection - shirt not tucked in
Left coil lifting magnet setting on a coil when finished working instead of setting it on the floor in the	Neely	Verbal Warning	Left coil lifting magnet setting on a coil when finished working instead of setting it on the floor in the
Truck driver not wearing hard hat in mill. Situation corrected immediately.	Trabey	Verbal Warning	Truck driver not wearing hard hat in mill. Situation corrected immediately.
PPPE (Employee not wearing Gloves while handling bands)	Tola	Suspension	PPPE (Employee not wearing Gloves while handling bands)
Exited van and was standing outside van in an outdoor area without safety glasses	Vensel	Verbal Warning	Exited van and was standing outside van in an outdoor area without safety glasses
Walking in the mill with shirt sleeves & front unbuttoned	Versel	Verbal Warning	Walking in the mill with shirt sleeves & front unbuttoned
Unlabeled container at roll coolant location.	Tart	Verbal Warning	Unlabeled container at roll coolant location.
Unlabeled container at roll coolant location.	Gordon	Unsafe Condition	Unlabeled container at roll coolant location.
Aluminum chloride solution leaked onto floor causing a potential slip hazard.	Gordo.	Unsafe Condition	Aluminum chloride solution leaked onto floor causing a potential slip hazard.
Steam leak in drain line from #2 Hot Air Dryer	Geibel	Unsafe Condition	Steam leak in drain line from #2 Hot Air Dryer
Coil field congested, needs re-organized (Bay 15)	Hogg	Unsafe Condition	Coil field congested, needs re-organized (Bay 15)
2x4's and wooden planks on the roof above 2 aisle	Gordon	Unsafe Condition	2x4's and wooden planks on the roof above 2 aisle
Wooden walkway on roof of 83-D Building	Sullivan	Unsafe Condition	Wooden walkway on roof of 83-D Building
#24 Slitter-Door to Scrap Chute will not close-Scrap pit is exposed.	Palmer	Unsafe Condition	#24 Slitter-Door to Scrap Chute will not close-Scrap pit is exposed.
Slurry hoses on floor at #11 mix tank	Stephenson	Unsafe Condition	Slurry hoses on floor at #11 mix tank
Rail dock bumper in shipping needs a more level platform built behind the bumper	Sherick	Unsafe Condition	Rail dock bumper in shipping needs a more level platform built behind the bumper
Unprotected light fixtures found - will repair/replace	Trabey	Unsafe Condition	Unprotected light fixtures found - will repair/replace
Step ladder with a broken bottom step in basement of #2 TCM.	Bush	Unsafe Condition	Step ladder with a broken bottom step in basement of #2 TCM.
Duel headed grinder with no tongue guards on workbench west of #2 Tandem Mill.	Hoffman	Unsafe Condition	Duel headed grinder with no tongue guards on workbench west of #2 Tandem Mill.
Broken conduit with exposed wires in tunnel of #2 TCM basement.	Hoffman	Unsafe Condition	Broken conduit with exposed wires in tunnel of #2 TCM basement.
Yellow lines on steps from side of Main Office are slippery when wet.	Hoffman	Unsafe Condition	Yellow lines on steps from side of Main Office are slippery when wet.
Eyewash station does not work at building 8T (Fire Pump Building)	Hesidencz	Unsafe Condition	Eyewash station does not work at building 8T (Fire Pump Building)
Disconnect switch wired to a 480 volt box that is lying on the floor.	Hoffman	Unsafe Condition	Disconnect switch wired to a 480 volt box that is lying on the floor.
Diesel fuel tanks outside buildings 8T & 10T without placards.	Hoffman	Unsafe Condition	Diesel fuel tanks outside buildings 8T & 10T without placards.
Emergency shower at building 9T1 has rust and debris on floor and needs cleaned.	Hoffman	Unsafe Condition	Emergency shower at building 9T1 has rust and debris on floor and needs cleaned.
Wiring on emergency shower at the Main Plant Deep Wells has broken conduit and are exposed.	Hoffman	Unsafe Condition	Wiring on emergency shower at the Main Plant Deep Wells has broken conduit and are exposed.
Support beams rusted away inside Hilltop Silicoon Storage Building.	Hoffman	Unsafe Condition	Support beams rusted away inside Hilltop Silicoon Storage Building.
Large wooden boxes stored unsafely on second road to the right going up the hill to the Hilltop Silicoon	Knox	Unsafe Condition	Large wooden boxes stored unsafely on second road to the right going up the hill to the Hilltop Silicoon

UNION EXHIBIT

12
COPY

June 21, 2001

David A. Masartis
104 Nacam Lane
Butler, PA 16002

2:00 PM

Dear Mr. Masartis:

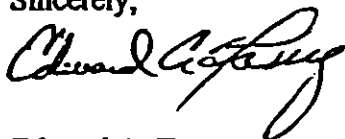
On June 14, 2001, we met along with your Union representation and Section Manager John Vensel to discuss an incident which occurred on June 10, 2001. At that time, while operating the tractor trailer hauling coils to the Hilltop, one of the coils rolled out of the well and up against the truck railing.

At the investigatory meeting, you indicated that you had been watching your load and noticed the coil rocking. Nevertheless, you continued on your run without stopping and taking steps to assure the load was stable.

I have carefully reviewed all the details regarding this incident including what was said on your behalf at the investigatory meeting. It is your responsibility to assure that you are in control of your truck including the load you are hauling. Once you noticed the coil rocking, you should have stopped immediately and taken steps to make sure the load was stationary. You neglected to do so. The negligence and unsafe performance of your job cannot be tolerated. Accordingly, I have decided to issue you a five-workday suspension to be served June 26, 27, 28 and July 1 and 2, 2001. The Justice and Dignity provisions of the Basic Agreement will not apply.

It is my sincere hope that this suspension will serve to correct this behavior in the future. Be advised, however, that should any type of poor performance including unsafe performance reoccur you could be subjecting yourself to further disciplinary action up to and including discharge.

Sincerely,



Edward A. Tassey
Section Manager—Transportation Repair/Truck Service

cc: T. R. Ayres
M. C. Seyler
G. W. Hesidenz
C. V. Nanni
R. A. Rajchel, Check No. 6644
File

Rebuttals of Portions of Arbitration Hearing Testimony

Verbatim record of Arbitration Hearing held before Irwin J. Dean, Jr., Arbitrator, at AK Steel, Butler Works, Services Building Meeting Room 100, and Days Inn, Butler Room, on Monday, August 20, 2001, 9:30 a.m.

The following are citations of portions of testimonies that contained omissions or misstatements. These are explained in chronological order throughout the transcript.

Page 7, line 17:

Jack Murtagh (Union Counsel) stated "three reasons" why I was discharged, but he never cross-examined Ed Tassej (Section Manager, Transportation) for stating (on the day he discharged me), "I'm not accusing you of stealing." However, that is exactly one of the 3 reasons I was discharged [Document # 13]. AK's accusation of this in their discharge letter was libelous toward me for this reason.

Page 10, lines 18-20:

Jim Haggerty (AK Steel Legal Counsel) states, "It is a matter that involves an incident of insubordination and an employee's resort to self help." However, it is a matter of being ordered to do a job using procedures that are in direct violation of company policy. (Refer to Documents #1,4, 12). Unfortunately, it was the company's lack of attention to the matter that led me to resort to so-called self-help.

Page 11, lines 5-8:

Haggerty states "This case has to do with work that has been done turn after turn, day after day, year after year, and nothing about the work changed." In this statement, AK Steel admits to verbally instructing the operators to haul overloaded and not to secure the loads, in direct violation of company policy [Documents #1,4, 12].

Page 12, lines 5-8:

Murtagh states, "However, the issue is whether or not the work was properly assigned to the grievant and whether, when assigned, the grievant acted in an insubordinate manner." Arbitrator Dean clearly did not render a ruling based on evidence in Documents #1, 4, 12. I complied with the company's written policy, to protect myself in the event of an incident or catastrophe. Document #1 also mentions that employees are to annually review that policy. The responsibility for providing the review lies with the company, who did not review it with employees. The Union, and Union Counsel Murtagh had a valid reason to appeal my case to federal court, but they have chosen not to do so. Refer to Document # 30, which states that "the union can do nothing further on my behalf." That is actually a misstatement because the Union can, indeed, do something further for me – they simply choose not to do so.

Page 16, lines 18-25:

Haggerty references the overloaded and unsecured truck I was instructed to operate, which is "... work that's performed exclusively within confines of the plant...." Documents #1, 4, and 12 clearly outline the written directive to follow state motor code both inside and outside the plant. Haggerty also stated "... access to the plant is strictly restricted to persons working in the plant and having business in the plant." While AK does maintain a guarded entrance, AK employees are not the only persons who readily enter the AK plant. Vendors, outside contractors, sales people, and the food service and uniform rental suppliers enter daily – and even the general public can enter the plant at any time to purchase slag from Heckett Slag, whose building is located within the gates on AK property.

This is one reason I wanted legal protection. My attorney to send letters via certified mail to Mr. Richard Wardrop (AK Steel CEO) and Mr. Bill Gonce (Manager-Industrial Relations) asking for a statement of indemnification for AK's truck drivers. [Document # 9.] Gonce testified that AK's legal department instructed him that there was no need to respond to me. [Document # 23, page 28, lines 4-25, and page 29, lines 1-20.] I sent letters listing unsafe conditions and retaliatory actions by AK Steel against me [Document # 11], via certified mail to Wardrop, Gonce, as well as to AK's Safety Department and various other AK supervisors.

Page 17, lines 9-23

Haggerty references the practice of hauling steel up to the capacity of the trailer. Not only is this practice against company policy [Documents # 1, 4, and 12], but there is also a hidden danger. The problem is that when the trailers become cracked from overloading – to the extent that they no longer pass PA state inspection – the trailers no longer have the manufacturer's capacity rating in order to haul the excess loads that Haggerty references. Haggerty also states that the loads are not controlled by Pennsylvania Motor Vehicle Code, which completely contradicts company policy in Documents # 1, 4, and 12. AK replaced trailers because they would not pass PA State Inspection – although they were purchased for use solely within the plant gates. If the plant is not bound by PA State Motor Code, the company would not have been concerned whether the in-plant trailers could or would pass PA State Inspection. Ed Tasse testified to the fact that these new trailers were purchased solely for in-plant usage.

Page 18, lines 9-13

Haggerty states “The electrical steel is fragile, and chaining down the steel would damage the steel.” Haggerty neglects to mention, however, that these same exact coils are later trucked out of the plant with chains or strap bindings. [Refer to Document # 40.] According to one AK metallurgical engineer, there is no structural or chemical difference in product composition at the end stage than when it is hauled in-plant.

Page 19, lines 1-25

This entire section shows contradictions on the part of AK Counsel Jim Haggerty. In lines 23-25, Haggerty stated that I never went through any safety procedure to pursue any claim of a safety problem on this issue. In that statement, he contradicted his statements in line 1 when he testified that I took the issue to several AK officials he named. In fact, according to testimony on page 34, lines 5-25, I took the issue to Mike Seyler (Industrial Relations Manager) during an 8-hour company-required Safety Awareness Session, witnessed by 25-30 people in attendance at that meeting (page 35, line 25).

Page 20, line 10-12

Haggerty made a statement about my “resorting to self-help rather than going through required procedures.” In fact, I did ask my Union for help because AK management had told me that I could not resort to “self help” prior to my discharge. Yet, Union president Carl Nanni hesitated to offer assistance in any way prior to my discharge because he feared that AK would fire an officer as an intimidation tactic and an example to the rank and file because of upcoming contract negotiations. Union officials are on the AK payroll, and fear retaliatory discharge by AK. During the Arbitration, Union Counsel Jack Murtagh made no mention of the Union President's refusal to help me.

Page 22, line 9

Gonce testifies that he “report[s] to the Middletown legal department.” This shows that the AK legal department is aware of the legal liabilities that drivers are forced to assume when ordered to drive overloaded and unsecured tractor-trailers.

Page 24, lines 3-9

Gonce testifies that I believed drivers were bound by CDL and Pennsylvania Motor Code. Gonce states that he had informed me that PA motor vehicle laws are not applicable on AK Steel property. His testimony contradicts Documents # 1, 4, and 12, which clearly states employees are to be in strict conformance of State Motor Code. Gonce testified that the overloading issue had been investigated more than once by AK Steel [page 24, line 11]. However, AK makes no written documentation available to drivers to substantiate AK's investigations into the legal issues. Drivers are not protected and indemnified against this common practice – which is solely a verbal policy contradicting written policy.

Page 24, lines 9-21

Gonce testifies that AK Steel takes safety extremely seriously, yet testifies that AK Steel has been hauling unsecured and overloaded for many years. The company failed to present portions of Document # 1, page 4 which lists AK's written policy that mandates that “Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant...” [Refer to Document # 1, “SHSP-0035-28.” Emphasis mine.] Document # 4, page 68 clearly states, “persons who

operate... vehicles on company property or on local, state, or federal highways for business purposes must comply with all state and federal regulations." [Emphasis mine.] Document # 12 states that operators shall "not overload trucks, haul within legal load limits, and secure all loads on all vehicles." While AK Steel claims to take safety extremely seriously, the company has a general unwritten policy to continuously order its drivers to haul unsecured, overloaded tractor-trailers within the plant – against the company's written policy.

Page 27, lines 1-14

Gonce testifies that the trucks are "thousands and thousands of pounds [overweight]." Gonce's testimony reiterates AK's unwritten policy for drivers to haul unsecured, overloaded tractor-trailers – against AK's written policies. [Documents # 1, 4, and 12.]

**Page 28, lines 4-25 and
page 29, lines 1-20**

Gonce testifies to receiving a letter from my attorney [Document # 9] and one from me [Document # 11.] Gonce also testifies that the AK Steel legal department informed him there was no need to respond to me. Union's Counsel, Jack Murtagh, failed to call attention to either letter, which contained the main issues and defense of my case.

Page 32, lines 9-12

Murtagh states that the Union will stipulate that the definition of "highway" does not refer to AK Steel in-plant roads. However, this seemed to be a gray area because, after contacting the PA Attorney General, the PA State Police, and OSHA, each authority gave me a different answer as to the definition. Also in question is the matter of the public's easy access to the plant via Heckett Slag. Additionally, AK Steel receives PA state funding for its in-plant railroad crossings, which brings into question a true private property status.

Page 35, lines 1-25

Bill Seyler (Industrial Relations Manager, AK Steel) testifies that at a safety awareness session that he told me in front of 25-30 people that the plant was private property and Pennsylvania Motor Code did not apply. However, this contradicts AK's written policies: "Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant..." [Refer to Document # 1, page 4, "SHSP-0035-28."] Also, Document # 4, page 68 clearly states, "persons who operate... vehicles on company property or on local, state, or federal highways for business purposes must comply with all state and federal regulations." Document # 12 states that operators shall "not overload trucks, haul within legal load limits, and secure all loads on all vehicles."

Page 41, lines 18-20

Ed Tassey (Section Manager, Transportation) states that I do not have a grievance pending. However, I did attempt to file a grievance for the referenced issue. However, I had to withdraw it because the Union would not address the proper aspect of the issue. In the incident on 7-17-00, I was involved in a safety infraction, with at least six other workers. In this incident, we had been installing a pump near railroad tracks when we failed to follow General Safety Order # 3 (GSO-0035-3) [a portion of Document # 4.] The GSO gives the safe procedures to be followed when performing work on or in the general vicinity of plant railroads and railroad equipment. According to the GSO, we called the Yardmaster for permission to work near the tracks, but we forgot the other two GSO provisions to install a de-railer and fluorescent cones. While I understood being disciplined for neglecting the cone and de-rail procedure [and did not wish to file a Grievance on that, as such], I questioned the reason that I was the only member of that entire crew to have received a 3-day suspension without pay for the infraction. [Refer to Document # 6, letter of suspension.]

I attempted to file a grievance on being singled out for discipline. I attended a Step I Investigation Meeting conducted by Bob Newcombe (Industrial Relations), with Jack Lewis (Union Vice-President), Greg Loverick and Don Monteleone (Union Representatives) in attendance. In this meeting, Newcombe admitted that he could not rule on my being singled out – he could only rule on my discipline. For that

reason I had to withdraw the grievance because I did not want to grieve the discipline, only being singled out.

Page 45, lines 1-2

Tassey testifies "That we have always hauled that way and that he would be expected to do the same." This verifies that AK Steel gives verbal orders for drivers to haul overloaded and unsecured tractor-trailers, which is against AK's written policy. [Documents # 1, 4, and 12.]

Page 46, lines 15-18

Tassey testifies that the plant roads are not open to the public. While AK does maintain a guarded entrance, AK employees are not the only persons who readily enter the AK plant. Vendors, outside contractors, sales people, and the food service and uniform rental suppliers enter daily – and even the general public can enter the plant at any time, claiming to purchase slag from Heckett Slag, whose building is located within the gates on AK property. In practice, the plant is open to the public.

Page 50, lines 16-25

Tassey testifies that Don Horstman, an hourly step-up foreman, reviewed with me a few changes to the JSHA-600B, a Job Safety and Health Analysis of the methods of hauling electrical steel coils in-plant [Document # 10]. In those changes, AK added notes that stated: "1. Do not exceed the weight capacity of the trailers. CRNO trailer is 60 ton and Hilltop trailer is 45 ton. 2. Do not chain or bind electrical coils. Set electrical coils in "V" trough in trailer or haul eye to the sky. 3. Driver will haul one full box of coils at a time unless exceeds weight capacity of number one."

Contrary to Tassey's testimony that Horstman "reviewed" the policy with me, Horstman, in fact, specifically asked my opinion on the changes. In reply I stated that those directives needed to indemnify the drivers, because the JSHA was given in direct conflict with AK's written policies to comply with State Motor Code both inside and outside the plant. [Refer to Documents # 1, 4, and 12.] Document # 4, page 6 mandates that in any discrepancies, the "higher standard of safety shall apply." State Motor Code, is of course, the higher standard of safety.

The Union was not able to call Horstman to the stand to testify on my behalf because, according to contractual Arbitration procedure, the Union cannot call a salaried employee as a witness unless the company puts him on the stand first

Page 58, lines 19-21

Tassey testified that he told me to haul up the capacity of the trailer. Again, this is contrary to company written policy in Documents # 1, 4, and 12.

Page 61, lines 1-25

Tassey testified I did not refuse an order on 3-22-01, yet according to my discharge letter (Document # 13) Tassey did claim I was insubordinate on 3-22-01. His claims in my discharge letter were libelous and defamatory. In the hearing, Tassey states that he ordered me to haul according to the weight of the trailer, which is contrary to company written policy in Documents #1, 4, and 12.

Page 64, lines 19-25 and page 65 lines 1-25

Tassey testifies to the disciplinary meeting that took place on 12-15-00 [Document # 7] about legal liabilities that I would assume in the event of an accident. This verifies that Tassey knew my concerns about possible legal liabilities, yet AK was not willing to be forthright to document in writing, that the drivers would not be held liable in an accident. If AK Steel believes that their unwritten policy of hauling overloaded and unsecured tractor-trailers is genuinely a safe practice, then they should include this in their written documentation, their Safety, Health, and Security Handbook and the Safety and Health Standard Procedures (SHSP-0035-28), in order to protect their operators. [Refer to Documents # 33 and # 1.] As it stands, AK Steel verbally orders drivers to haul overloaded and unsecured trucks, violating their written policy. In the event of any accident, AK has documentation to legally protect itself. In the process, the operator shall then be shown to have violated the company's written policies in hauling overloaded, unsecured trucks, also violating their PA Commercial Driver's License.

Page 67, lines 10-12

Tassey testified that in December 2000, I had been hauling coils 3 at a time, and he wanted me to haul six at once, in order to save time on the night shift. Hauling six would have been against AK's written documentation. In addition, Tassey stated that a customer specifically wanted an entire box hauled. (A "box" is six coils, not literally in a box.) His was a moot point because the customer does not know or care about the manner in which products are moved within the plant, they only care what is finally shipped to them.

Page 68, lines 7-25 and
page 69, lines 1-19

AK Counsel Haggerty argues that CDL requirements do not refer to weight capacities of the tractor-trailers. Only the PA State Motor Vehicle Code references weight limits. Haggerty's argument that the Motor Code governs weight limits establishes that AK's verbal orders are in violation of company written policy to follow state codes. [Documents # 1, 4, and 12.]

Page 74, lines 10-12

Tassey testifies to the fact that AK's tractor-trailers are licensed at the 73,280-pound weight limit. Tassey also testifies that 73,280 pounds is the legal load limit, validating company written policy in Documents # 1, 4, and 12.

Page 75, lines 1-25

Tassey's testimony validates Document # 12, the Daily Safety Contact which details "Do not haul overloaded trucks, haul within legal load limits, and secure all loads on all vehicles."

Page 78, lines 1-25

Tassey testifies that Document #12, the Daily Safety Contact was a company-generated document and that Tassey or another spell foreman generated. He also testifies that the document is for all truck drivers. In this testimony, Tassey clearly reveals that his verbal order is in violation of the document he produced. Tassey agreed that the Daily Safety Contact clearly orders drivers to secure all loads on all vehicles.

Page 83, lines 1-8

Tassey testifies that he did not confront me about insubordination on 3-22-01. Ed Tassey previously testified I did not refuse an order on 3-22-01, yet according to my discharge letter (Document # 13) Tassey did claim I was insubordinate on 3-22-01. His claims in my discharge letter were libelous and defamatory.

Page 86, lines 16-17

Tassey testifies I was not a troublemaker. His testimony is clear that I was simply trying to protect myself legally, and I did so in a respectful manner.

Page 93, lines 1-25

Tassey and Union Counsel Murtagh review Document # 1, paragraph 2.9, which states that the drivers should be in strict conformance to the State Motor Code both inside and outside the plant. This testimony is extremely clear, yet apparently Arbitrator Dean did not rule on the merits of this argument. AK Steel's verbal policy to haul overloaded, unsecured trucks is clearly in violation of its written policies in Documents # 1, 4, and 12.

Page 95, lines 13-17

Tassey testifies to seeing Document # 17, which requires supervision to report unsafe behavior and conditions. Tassey, in fact, gives the drivers verbal orders to commit unsafe acts, in operating overloaded and unsecured tractor-trailers, (which is also against company policy). [Refer also to Document # 21, suspension letter to Dave Masartis, which establishes that hauling unsecured loads is unsafe.]

Pages 96 and 97

Tassey testifies that he did not contact any higher authorities (outside AK Steel) – i.e. OSHA, PA State Police, PA Attorney General's Office, Division of Motor Carrier Enforcement, U.S. Department of Transportation, or any attorneys – in order to receive information as to legal liabilities of the issues. By contrast, I had contacted these numerous outside agencies and was receiving conflicting information as to legal liabilities.

Page 98, lines 3-4

Tassey testifies to having a phone conversation with my former attorney, Denuis Moskal, who sent a certified letter [Document # 9] to the company, dated 3-1-01 on my behalf (which the company subsequently ignored). This shows my repeated attempts to clarify legal issues in order to protect myself. AK repeatedly ignored my pleas.

Page 101, lines 11-15

Tassey testifies about Document # 5 ("Notice," a list of trailer combinations and their respective weight restrictions). This notice lists the limitations of 2 tractors with lists of trailers that can be used with these tractors. The document does not specify that these combination weight ratings are for outside hauls only, leading drivers to believe that they should be bound by weight limitations, regardless of location (inside or outside the plant). However, Tassey (in his testimony) claimed that the "Notice" refers only to trailers going outside the plant, on what he calls public roads. Yet this "Notice" lists 5 trailers that are not able to pass inspection – so they cannot legally be used to haul outside the plant. Therefore the "Notice" cannot be applicable solely to outside hauls. In effect, Tassey's testimony is misleading.

Page 104, lines 19-25

Tassey testifies that truck wash employees have to have a CDL license to move the vehicles – even though they do not drive the trucks outside the plant. This shows AK's policy to conform to state driver codes, even within the confines of the plant.

Page 160, line 4

In reference to Document # 1, Haggerty questioned me, asking "You never even knew it existed?" Yet, Haggerty failed to mention that the burden of ensuring that I had known about it rested with the company. Refer to Document #1, page 5, section 2.11, which states, "Annually, all employees who operate mobile equipment/vehicles must review this SHSP... [and other documents], and the section covering vehicles and mobile equipment in the Safety and Security Handbook."

It is AK's policy to use employee signatures to verify employee awareness and company notification of written policy. If AK's sole defense of this SHSP was that I never knew about it, Haggerty should have mentioned AK's neglect to ensure that employees had reviewed the SHSP. This SHSP requires drivers to "operate their vehicles in strict conformance with all provisions of the State Motor Code, both inside and outside the plant." [Refer to Document # 1, page 4, section 2.9.]

Arbitrator Dean did not rule on the merits of the case because he ignored this portion of the document. The Union failed to establish this along with Document # 4, which gives the same directive. I was abiding by company policy all along and the company knew.

Page 181

Regarding the incident of driver Dave Masartis having a load shift and roll out of the trailer well (for which he received a 5-day suspension), AK Counsel Haggerty claimed that Masartis' coils were shifting and he did not stop to identify the problem. In fact, during the loading Masartis' knew the coils would shift because they did not span the sides of the square-bottomed trough of the trailer. However, Masartis was not permitted to chain or strap the coil because of the verbal order not to do so. (Masartis feared chaining the load because I had been fired for wanting to secure loads.)

In the Arbitration, AK repeatedly testified that the method of hauling unsecured loads is safe – and that it has been done this way for years.

IN THE MATTER OF ARBITRATION)
BETWEEN AK STEEL CORPORATION)
Butler Works AND) GRIEVANCE NO. BU-01-118
BUTLER ARMCO INDEPENDENT)
UNION)
Butler Works)

* * * * *

Verbatim record of hearing of the
above-entitled arbitration held
before IRWIN J. DEAN, JR., Arbitrator,
at AK Steel Corporation, Butler Works,
Services Building Meeting Room 100,
and Days Inn, Butler Room, on
Monday,
August 20, 2001
9:30 a.m.

* * * * *

PRESENT:

JAMES R. HAGGERTY, ESQ.
appearing on behalf of the Company

JOHN W. MURTAGH, JR., ESQ.
appearing on behalf of the Union

ALSO PRESENT:

Tom Ayres - Manager, Maintenance Shops & Refractory
Donna Beers - B.A.I.U.
Jerry Ehrman - B.A.I.U.
Jim Gallagher - B.A.I.U. Grievance Chairman
Bill Gonce - Manager, Industrial Relations
Garry L. Hunter - Security Consultant
Don Monteleone - B.A.I.U.
Jack Myers - Grievant's father
Joe Myers - Grievant
Sherry Myers - Grievant's wife
Carl Nanni - B.A.I.U. President
Robert Newcombe - Supervisor, Industrial Relations
Dave Olexsak - B.A.I.U.
Jim Panei - Union Representative
Bob Rajchel - B.A.I.U.
Michael Seyler - Manager, Industrial Relations
Bill Smith - Manager, Safety & Industrial Hygiene
Edward A. Tasse - Section Manager, Transportation
Repair and Trucks
John F. Vensel - Section Manager, MTC Services

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I N D E X O F W I T N E S S E S

<u>WITNESSES:</u>	<u>Direct</u>	<u>Cross</u>	<u>Redirect</u>	<u>Recross</u>
Bill Gonce	21	25	31	
Michael Seyler	32	37		
Edward Tasse	40	60	99	103
Joseph Myers	117	141	161	
Jim Panei	166	169		
Robert Rajchel	174	177	178	180
			182	

E X H I B I T S

<u>JOINT:</u>	<u>Identified</u>	<u>Admitted</u>
1 - Collective Bargaining Agreement	4	4
2 - Grievance Form	5	5
3 - Step III Answer	5	5
4 - Grievance Record	5	5

<u>COMPANY'S:</u>	<u>Identified</u>	<u>Admitted</u>
1 - Letter dated 4/5/01 from Joe Myers	6	6
2 - Excerpt from Safety & Security Handbook	6	6
3 - Memo dated 7/9/98 to Joe Myers	41	41
4 - Letter dated 7/28/00 from Joe Myers	41	41
5 - JSHA dated 2/1/01	48	48
6 - JSHA dated 2/1/01 with revisions	99	99
7 - Sections of 75 Pa.C.S.A.	105	105
8 - Federal Motor Carrier Safety Administration, DOT Sections	105	105
9 - Opinion and Award, Arbitrator O'Connell, reference BU-00-052	186	186

	<u>UNION'S:</u>	<u>Identified</u>	<u>Admitted</u>
1			
2	1 - Letter dated 3/1/01 from Atty. Moskal	30	30
3	2 - Letter dated 3/21/01 from Joe Myers	30	30
4	3 - Notice for combined gross weights	70	70
5	4 - Daily Safety Contact	74	74
6	5 - Schedule for week ending 3/24/01	80	80
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1 PROCEEDINGS OF AUGUST 20, 2001
 2 MR. HAGGERTY: This is the
 3 arbitration hearing in Grievance No. BU-01-118,
 4 and it involves the discharge of the grievant,
 5 Joseph Myers.

6 Mr. Arbitrator, I believe you've been
 7 forwarded basic exhibits about the case?

8 ARBITRATOR DEAN: Right.

9 MR. HAGGERTY: The collective
 10 bargaining agreement?

11 ARBITRATOR DEAN: Correct.

12 MR. HAGGERTY: The grievance, the
 13 Step III Answer?

14 ARBITRATOR DEAN: Right. Do you
 15 want those marked as exhibits and put into
 16 evidence?

17 MR. HAGGERTY: Yes, sir.

18 ARBITRATOR DEAN: Then I'll let
 19 you mark them as you see fit and present them,
 20 even though I have a copy. I guess we need one
 21 for the reporter.

22 MR. HAGGERTY: I would suggest
 23 then we mark the collective bargaining agreement
 24 as Joint Exhibit 1.

25 ARBITRATOR DEAN: And accepted.

1 parties?

2 MR. MURTAGH: No, sir.

3 MR. HAGGERTY: Mr. Arbitrator, I
 4 would suggest, to give you some of the basic
 5 papers in this case, to provide you with a copy of
 6 the discipline letter with regard to the
 7 discipline that's at issue in this case, and I
 8 have had that marked as Company Exhibit 1, and
 9 also as Company Exhibit 2 an excerpt from the
 10 Safety and Security Handbook, pages 76 through 79,
 11 which set forth rules with regard to unsafe and
 12 improper behavior.

13 ARBITRATOR DEAN: All right.

14 MR. HAGGERTY: Mr. Arbitrator, the
 15 parties' practice here is that unless exhibits
 16 offered are objected to, that they go into the
 17 record.

18 ARBITRATOR DEAN: Okay. I don't
 19 have to formally move them?

20 MR. HAGGERTY: No, and neither do
 21 we.

22 ARBITRATOR DEAN: All right. Does
 23 the union have anything to present in the way of a
 24 joint exhibit?

25 MR. MURTAGH: Not for joint

1 MR. HAGGERTY: The grievance form,
 2 which is dated April 12, 2001, as Joint Exhibit 2.

3 ARBITRATOR DEAN: And accepted
 4 into evidence.

5 MR. HAGGERTY: The Step III Answer
 6 as Joint Exhibit 3, and that's dated June 19,
 7 2001.

8 ARBITRATOR DEAN: That's accepted
 9 into evidence.

10 MR. HAGGERTY: And finally,
 11 there's a Grievance Record Form, which was
 12 provided to you without attachments, as
 13 Joint Exhibit 4. There would have been additions
 14 to that Grievance Record Form signed off on on
 15 August 13th, 2001, which you probably were not
 16 provided a copy of.

17 ARBITRATOR DEAN: Correct.

18 MR. HAGGERTY: And it is one page,
 19 and we'll get a copy of that for you and suggest
 20 that Grievance Record Form as amended be
 21 Joint Exhibit 4. That is a Grievance Record Form,
 22 again, without attachments.

23 ARBITRATOR DEAN: Then Joint 3 and
 24 4 are accepted into evidence. Do you believe
 25 there are any other joint exhibits between the

1 exhibits, sir.

2 ARBITRATOR DEAN: Okay. Then do
 3 the parties care to make any kind of opening,
 4 however you want to proceed, a statement? You may
 5 go ahead, sir.

6 MR. HAGGERTY: We do have an
 7 opening. I understood, Jack, you had a
 8 preliminary issue to raise with regard to --

9 MR. MURTAGH: If the company's
 10 position hasn't changed, yes, we do, sir. Sir, as
 11 you indicated, this is a discharge case where the
 12 burden of proof is on the company, and we expect
 13 the company to proceed. However, based on the
 14 paperwork that has gone forth between the parties
 15 during the course of this grievance procedure
 16 leading up to the arbitration here today, the
 17 basic, although there are three reasons that the
 18 company gave for discharging the grievant, the
 19 basic, and I think the most substantial, issue to
 20 be addressed by the parties is the alleged
 21 insubordination of the grievant on or about
 22 March 23, 2001.

23 The company's evidence, as we
 24 understand it, based on the papers that have been
 25 filed to date, will be that the grievant refused a

1 direct order to operate a vehicle within the
2 plant. One of the principal defenses which we
3 will raise today to that allegation is the good
4 faith, honest, sincere belief of the grievant that
5 this was a matter of great personal danger to
6 himself, to other workers here, and to his future,
7 both within the plant and outside as well, because
8 of exposure to civil and criminal liabilities
9 should any untoward incident or accident occur.

10 As you know, the general doctrine is,
11 when you're dealing with questions of
12 insubordination, you grieve something later, so to
13 speak. You do the deed that you've been ordered
14 to do and you grieve it, unless the question
15 arises as to whether or not there is a sincere,
16 honest, good faith, truly held belief as to
17 imminent danger or the possibility of great
18 exposure of the individual employee to personal
19 risk or possible harm to others that he's working
20 with.

21 In this case, you'll hear testimony,
22 when the appropriate time comes, from the union
23 and from the grievant himself as to the
24 development of a belief that he had that the
25 conduct he was ordered to undertake was of that

1 nature. Two individuals that he consulted during
2 the course of several months prior to the day in
3 question when he was discharged or ordered from
4 the plant subject to discharge were his wife,
5 Sherry Myers, and his father, Jack Myers. We have
6 requested, therefore, that Mrs. Myers and
7 Mr. Myers, the grievant's father and wife, be
8 allowed to enter the plant in order to attend this
9 arbitration proceeding this morning, because we
10 intend to call both of them as witnesses in the
11 union's case.

12 It is my understanding, although I
13 haven't been officially advised of this, but it is
14 my understanding that the company will not permit
15 them to enter the plant. We believe that these
16 two individuals are important to our case. We
17 believe that they should be permitted to enter the
18 plant. I note that on the company's side of the
19 table, although we were not given notice of this,
20 retired state trooper Garry L. Hunter is present.
21 So they have brought an individual who is not
22 directly associated or employed at the plant into
23 this arbitration hearing, and we have been denied
24 the opportunity to bring two witnesses whom we
25 believe to be important to our defense.

1 We would, therefore, ask the
2 arbitrator, as a preliminary matter, to consider
3 the union's request for a direction to the company
4 that Jack Myers and Sherry Myers, the grievant's
5 father and wife respectively, be allowed to enter
6 the plant and attend this hearing as union
7 witnesses.

8 ARBITRATOR DEAN: Does the company
9 have -- go ahead, sir.

10 MR. HAGGERTY: Mr. Arbitrator,
11 this was a matter that was discussed between the
12 union and the company last week. It is the
13 company's position -- it was discussed last week,
14 and I believe the company's position was made
15 clear to the union last week, that this is a
16 private proceeding under the grievance procedure
17 involving interpretation of the collective
18 bargaining agreement. It is a matter which
19 involves an incident of insubordination and an
20 employee's resort to self-help instead of going
21 through the contractually prescribed and required
22 grievance procedure. It involves his refusal to
23 do work which is done 16 to 18 times a day, seven
24 days a week, year after year after year. The wife
25 and father have no involvement in this incident

1 whatsoever. The wife and father could not
2 possibly provide any evidence which is relevant to
3 the insubordination at issue in this case. This
4 claim of sincere belief has nothing to do with
5 this case. This case has to do with that this
6 work has been done turn after turn, day after day,
7 year after year, and nothing about the work
8 changed.

9 It is the company's position, and the
10 company made clear to the union, that it would not
11 allow the wife and father onto company property
12 and we continue to hold to that position.

13 MR. MURTAGH: Mr. Arbitrator, in
14 that regard, may I indicate that although it is
15 not our intention to argue the merits here,
16 Mr. Haggerty's statement that the wife and the
17 father have no direct involvement in this case is
18 incorrect to the extent that as reflected in
19 Joint Exhibit No. 4, the grievance record, there
20 is a document dated March 21, 2001, which is
21 identified as 7(k), a document which the company
22 introduced into the grievance record, which was a
23 letter that was signed by Mr. Myers but prepared
24 by himself and his wife, and it is our intention
25 to call her with respect to the composition of

1 let it go at that. Go off the record.

2 (Recess taken.)

3 (Reconvening at the Days Inn,

4 Butler Room at 10:40 a.m.)

5 ARBITRATOR DEAN: We're on the
6 record.

7 MR. HAGGERTY: Thank you.

8 Mr. Arbitrator, by way of opening statement, let
9 me introduce this case to you. You will see
10 through the evidence that we present here today
11 that this is a classic case of insubordination
12 wherein an employee in a very premeditated way
13 decided to resort to self-help in refusing to do
14 assigned work rather than to file a grievance and
15 go through the contractually required grievance
16 procedure.

17 This case involves some in-plant
18 trucking assignments within the Butler Plant. All
19 of the work is work that's performed exclusively
20 within the confines of the plant and does not
21 require the grievant to take the truck outside the
22 plant. As you have seen this morning, and we'll
23 put in through testimony, access to the plant is
24 strictly restricted to persons working in the
25 plant and having business in the plant. All

1 entrances to the plant are gated. People cannot
2 come and go through plant property as they want,
3 and the roadways within the plant are strictly
4 within the control of AK Steel. Further, the
5 speed limits in the plant are no higher than 25
6 miles an hour, many places are 15 miles an hour,
7 and certainly there is no minimum speeds any
8 trucks have to travel in the plant.

9 For many years, and our witnesses will
10 take us back 25 years, the load limits of the load
11 of steel that could be placed on a trailer was
12 based on the designed carrying capacity or weight
13 capacity of that trailer. For example, if the
14 trailer was engineered to hold 120,000 pounds of
15 steel, the loads that were placed on that trailer
16 for a move could be up to that 120,000 pounds.
17 The loads placed on a trailer were not controlled
18 by the Pennsylvania Motor Vehicle Code, which has
19 a limit of 73,280 pounds, and they were not
20 controlled by the Pennsylvania Motor Vehicle Code
21 because the Code on its face applies to public
22 highways, not to private property or private roads
23 like in a steel plant.

24 A specific move that's at the center of
25 this case, specific movement of steel, has to do

1 with the hauling of electrical coils. They are
2 hauled from the CRNO building -- CRNO stands for
3 cold rolled nonoriented -- or the silicon
4 department, to be processed at the 26 carlite
5 line, a line that's in a different area of the
6 plant. This electrical steel is moved to the
7 carlite line between 16 and 18 trips a day, seven
8 days a week, virtually every day of the year.

9 The electrical steel is fragile, and
10 chaining down the steel would damage the steel.
11 Accordingly, the steel has always been hauled
12 within the plant without being chained, either in
13 an eye-to-the-sky manner or in specially designed
14 trailer trucks that have a trough which the coils
15 sit in to secure the steel.

16 This grievant, for more than a year
17 prior to the incident that led to his discharge,
18 got in his head that he could not haul loads that
19 were in excess of 73,280 pounds, the limit
20 applicable on public highways, and that he could
21 not haul loads within the plant that were not
22 chained as though they were being transported on
23 public highways. He took, over the course of this
24 year, he took his issue to, several times, to his
25 supervisor, Edward Tasse. He took the issue to

1 Bill Smith, the head of safety. He took the issue
2 to Mike Seyler, the manager of industrial
3 relations. He took the issue to Tom Ayres, the
4 manager of the entire transportation, labor and
5 various other departments in the plant. He took
6 the issue to Bill Gonce, the director of
7 industrial relations for the entire Butler Plant.
8 He also wrote letters -- wrote a letter to the CEO
9 of the company, Mr. Gonce and to others, dated
10 March 21, which again carried on his crusade about
11 these issues.

12 In all of these cases, going to all of
13 these people, the grievant was painstakingly told
14 that this work had always been done this way, that
15 it was necessary to do this work this way, and
16 that the provisions of the Motor Vehicle Code did
17 not apply to these moves within the plant. That's
18 how it had always been and that's the way it was
19 going to continue to be.

20 The grievant was unconvinced on
21 these points. Although he was unconvinced, he
22 never filed a grievance claiming this work to be
23 unsafe. He never went through any safety
24 procedure to pursue any claim of a safety problem
25 on this. Instead, he waited until he finally was

1 assigned to drive the truck for moves that
2 exceeded 73,000 pounds, and on the occasions when
3 he was assigned to do that type of work, which was
4 on March 22nd and 23rd, he did not perform the
5 work as required, and, in fact, on March 23rd,
6 refused a direct order to perform work in hauling
7 electrical steel to the 26 carlite area.

8 So we see this as a clear case of
9 insubordination, and we believe the facts will
10 prove that to be the case, the employee resorting
11 to self-help rather than going through required
12 procedures.

13 ARBITRATOR DEAN: Thank you,
14 Mr. Haggerty.

15 Mr. Murtagh, does the union wish to
16 make any kind of statement at this time?

17 MR. MURTAGH: We wish to reserve
18 until after the conclusion of the company's case,
19 sir.

20 ARBITRATOR DEAN: Okay. Then I
21 think I'll swear all the witnesses in now, I
22 guess. Are there any other matters prior to
23 testimony?

24 MR. MURTAGH: No, sir.

25 ARBITRATOR DEAN: If not, all the

1 Plant, industrial engineering, those
2 responsibilities.

3 Q. Are you the highest ranking official in the
4 industrial relations capacity at Butler?

5 A. Yes.

6 Q. Do you report to anyone at Butler?

7 A. No, I don't.

8 Q. Who do you report to?

9 A. I report to the Middletown legal department.

10 Q. Is that where your corporate offices are?

11 A. Yes, it is.

12 Q. Just briefly, what's your work history, experience
13 in industrial relations matters?

14 A. For 28 years I worked with Bethlehem Steel and
15 headed up their Sparrows Point Division, and
16 worked through different positions there, got
17 contacted around March or April of 1994 when AK
18 was being formed right prior to the IPO and
19 decided to come with AK Steel. So I came in June
20 of 1994 with AK, worked in Middletown for about a
21 month and a half on different projects, and then I
22 went down to Ashland and headed up the industrial
23 relations, i.e., those facilities in Ashland,
24 Kentucky. Came here in October of 2000, been here
25 ever since.

1 folks who are going to testify or may be going to
2 testify, will you just raise your right hands.

3 (All witnesses severally sworn.)

4 ARBITRATOR DEAN: If we have
5 anybody come in that I haven't sworn in, remind me
6 in case I forget. I'll let the company go forward
7 with the evidence.

8 MR. HAGGERTY: Thank you.
9 Mr. Gonce.

10 We're going to take two witnesses
11 slightly out of order in hopes that they can get
12 back to the business of negotiating, if that's
13 possible.

14 ARBITRATOR DEAN: Certainly.
15 (Witness previously sworn.)

16 BILL GONCE, a witness herein,
17 called in behalf of the Company, having been
18 previously duly sworn, was examined and
19 testified as follows:

20 DIRECT EXAMINATION

21 BY MR. HAGGERTY:

22 Q. Would you state your name, please.

23 A. Bill Gonce.

24 Q. And, Bill, what's your job at the Butler Plant?

25 A. Heading up industrial relations for the Butler

1 Q. Now, Bill, prior to the incidents of March 22nd
2 and March 23rd of this year, did you have any
3 direct contact with the grievant concerning his
4 issues about weight limits and hauling steel
5 coils?

6 A. Yes, I did.

7 Q. When was that?

8 A. I believe it was either the third or the fourth
9 week of December. It was right around the
10 holidays, Christmas holidays.

11 Q. Of 2000?

12 A. Yes, yes. I had gotten a call from supervision
13 that they were concerned there was going to be an
14 employee who may refuse a job assignment. They
15 reviewed the job assignment with me. Being new at
16 the plant, I contacted the safety department and
17 was updated by the safety department. I also
18 called the legal department, was updated by the
19 legal department. I got back to the department of
20 supervision and informed them that normally I have
21 an open-door policy and I'd be more than happy to
22 meet with the employee and a member of management,
23 and that's what we did.

24 Q. Tell us about your meeting with Mr. Myers.

25 A. It lasted for about an hour. Mr. Myers indicated

1 to me that he felt as though it was unsafe to
 2 operate a truck that was hauling coils within the
 3 plant. He felt as though the CDL requirements
 4 were applicable and that AK Steel was violating
 5 those rules. He also indicated that he felt as
 6 though AK was under the guidelines set out by
 7 Pennsylvania motor vehicles. I told Mr. Myers
 8 that, on both of those issues, that he was wrong.
 9 That we felt, number one, it was safe. That AK
 10 takes safety extremely serious, it has been
 11 investigated more than once, and as far as private
 12 property and the applicability of Pennsylvania
 13 motor vehicle laws, they were not applicable on
 14 private property.

15 We talked more on that. I indicated to
 16 Mr. Myers that he should look elsewhere within the
 17 plant, bid out of the department; that that
 18 assignment was part of the position that he was
 19 on; that he should consider that; that it has been
 20 going on for years and years and other drivers
 21 have been doing the assignment and it is safe.

22 At that point in time, I believe I also
 23 indicated to Mr. Myers that in any industrial
 24 environment, we could not condone self-help; that
 25 there were other avenues he could take if he felt

1 strong on the issue, but that we were not going to
 2 allow employees to pick and choose what assignment
 3 they liked or didn't like.

4 After that, the meeting ended. Joe asked us
 5 to come back and we talked on a couple other
 6 issues, and that was it.

7 MR. HAGGERTY: That's all I have.

8 CROSS-EXAMINATION

9 BY MR. MURTAGH:

10 Q. Bill, what contacts did you make to determine that
 11 the work in question was safe and legal?

12 A. I contacted Bill Smith from safety, and Bill gave
 13 me a little bit of the history, Jack, on the
 14 assignment, the design of the truck and that type
 15 of thing. In legal, I contacted a fellow by the
 16 name of John O'Connor. I don't know if you know
 17 him or not, but I was not - I'm familiar with
 18 other states, but I wanted to make sure I had my
 19 bearings right in Pennsylvania.

20 Q. Did you review any General Safety Orders or Job
 21 Safety and Health Analysis?

22 A. No, sir.

23 Q. Did you speak to Mr. Tassej or Mr. Vensel about
 24 the specifics of the assignments that were
 25 involved?

1 A. Mr. Tassej.

2 Q. As I understand it, we're dealing with two
 3 different types of assignments, both involving the
 4 hauling of coils?

5 A. One assignment that I'm familiar with that
 6 Mr. Myers brought up to me.

7 Q. Which one was that, Bill?

8 A. Hauling coils up to the Hilltop, the electric
 9 coils.

10 Q. And the issues he raised to you were weight?

11 A. Yes, sir.

12 Q. Did he raise the chaining issue?

13 A. Yes, he did.

14 Q. And what was your response specifically on the
 15 chaining issue?

16 A. That, number one, the steel, the chaining of the
 17 steel would damage the steel, and that the vehicle
 18 was designed to haul the coils without chaining
 19 and it was safe.

20 Q. So you were concerned about the chaining issue and
 21 the weight issue?

22 A. Yes, sir.

23 Q. And what was the weight that was involved or that
 24 was in question?

25 A. Jack, I don't recall. I don't even know if

1 Mr. Myers brought it up, but I do know, in my
 2 investigation, that the weight is extensive. I
 3 mean, it is thousands and thousands of pounds.

4 Q. Mr. Haggerty indicated in his opening that the
 5 Pennsylvania Motor Vehicle Code weight limit is
 6 73,280 pounds. Do you have any reason to dispute
 7 that?

8 A. No, I don't.

9 Q. Do you know if the weight in question that you
 10 were discussing with Mr. Myers was in excess of
 11 that, was greater than that?

12 A. I don't know, but I assume it was based on what
 13 Joe was saying, and in my investigation, the
 14 weights do go above that.

15 Q. Now, you also indicated that after this meeting in
 16 December, that you had some other contact or
 17 conversation with Mr. Myers? You said you spoke
 18 to him a couple of other times?

19 A. No, I'm sorry. If I said that, that was wrong.

20 Q. I may have misunderstood you.

21 A. I had one meeting with Mr. Myers. Then there was
 22 a Step III hearing. I sat in on that.

23 Q. That would be after his discharge?

24 A. Yes.

25 Q. But prior to the discharge, other than meeting in

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1 December, you don't recall any other
2 conversations?
3 A.No.
4 Q.Did you receive any communications from him?
5 A.I believe I got a letter, yes.
6 Q.And would that be the letter that led to or was
7 part of the events during the week he was
8 discharged?
9 A.Yeah, it could be.
10 Q.We'll show you that in a minute, Bill. Did you
11 get any other letters from anyone acting or
12 speaking on Mr. Myers' behalf?
13 A.Yes. I got a letter sent to me by an attorney.
14 Q.Not this attorney?
15 A.No, not you. And then I got a couple phone calls
16 from the attorney on the outside.
17 Q.And what did you do when you received the letter
18 from the attorney, Bill?
19 A.Sent it to the legal department, and they got back
20 to me and indicated that basically, no response
21 was merited based on the letter.
22 Q.So you did not respond?
23 A.To that attorney.
24 Q.To the attorney?
25 A.That's correct.

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1 Q.And did you make any response to the letter that
2 you received from Mr. Myers?
3 A.No, sir.
4 Q.I believe those two documents are marked in the
5 grievance record as 7(c), certified letter to
6 Mr. Gonce dated March 1, 2001 from Dennis Moskal,
7 an attorney-at-law in Pittsburgh, document 7(k),
8 dated March 21, 2001 signed by Joe Myers. If we
9 could have a moment, sir, we would like to pass
10 those out to the parties.
11 ARBITRATOR DEAN: This will be a
12 union exhibit?
13 MR. MURTAGH: Yes, sir.
14 BY MR. MURTAGH:
15 Q.Bill, just identify document 7(c) for me. Tell me
16 if that's the letter you got from Attorney Moskal.
17 A.It appears to be, yes, yes.
18 Q.And legal told you that you didn't have to take
19 any action in response to that?
20 A.That's correct.
21 Q.And look at 7(k) and tell me again if that's the
22 letter that you got from Mr. Myers.
23 A.I believe so.
24 MR. MURTAGH: Sir, these documents
25 apparently didn't make the bus over here from the

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1 plant when we made the move. We'll enter them in
2 the record officially through the grievant, but
3 the witness has testified as to document 7(c),
4 being the attorney letter of March 1, 2001, and
5 7(k) being the letter of March 21, 2001 from the
6 grievant.
7 ARBITRATOR DEAN: Are we going to
8 mark these as union exhibits?
9 MR. MURTAGH: 1 and 2, and we'll
10 bring them over.
11 ARBITRATOR DEAN: Which do you
12 want as 1? It doesn't matter.
13 MR. MURTAGH: The letter from
14 Mr. Moskal of March 1, and Union 2, Mr. Myers'
15 letter of March 21.
16 ARBITRATOR DEAN: Fine.
17 BY MR. MURTAGH:
18 Q.And, Bill, you had no further contact with
19 Mr. Myers until after his discharge, is that
20 right?
21 A.Correct.
22 Q.And just for the record, were you the official who
23 conducted either the works management or
24 investigatory meeting or Step III hearing?
25 A.At the Step III meeting, normally I don't go into

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1 those. I went in on that one only because I had
2 previously met with Mr. Myers and I felt as though
3 I should be there.
4 Q.And you were?
5 A.Yes.
6 Q.Thank you, Bill.
7 MR. HAGGERTY: Just a moment.
8 REDIRECT EXAMINATION
9 BY MR. HAGGERTY:
10 Q.Bill, I'm handing you a copy of what the union had
11 identified as Union 1, March 1, 2001 letter.
12 A.Yes.
13 Q.In the second full paragraph —
14 MR. HAGGERTY: Mr. Arbitrator, so
15 you're not the only person who doesn't have one of
16 these in front of you, we'll provide you a copy as
17 well.
18 ARBITRATOR DEAN: All right. This
19 is Union 1, in effect?
20 MR. HAGGERTY: Yes.
21 BY MR. HAGGERTY:
22 Q.In the second full paragraph, in the middle, does
23 it read, "Section 4941 specifies the maximum
24 weight permitted when a vehicle is operated on a
25 highway"?

1 A. I see it.
 2 Q. And what is the definition of "highway" that's
 3 given there in the next sentence?
 4 A. "...is defined in part as the entire width between
 5 the boundary lines of every way publicly
 6 maintained when any part thereof is open to the
 7 use of the public for purposes of vehicular
 8 travel."

9 MR. MURTAGH: If it helps the
 10 company, the union will stipulate that under the
 11 definition of "highway" cited in the letter, the
 12 plant roads do not constitute a highway.

13 MR. HAGGERTY: It does help the
 14 company. We'll accept that stipulation.

15 MR. MURTAGH: All right.

16 MR. HAGGERTY: No more questions,
 17 Bill.

18 ARBITRATOR DEAN: Thank you.
 19 (Witness excused.)

20 MR. HAGGERTY: Mr. Seyler.
 21 (Witness previously sworn.)

22 MICHAEL SEYLER, a witness herein,
 23 called in behalf of the Company, having been
 24 previously duly sworn, was examined and
 25 testified as follows:

1 session at the community college.

2 Q. When did that session occur?

3 A. Late June of 2000.

4 Q. Tell us what happened at that session.

5 A. First of all, the safety awareness sessions were
 6 an AK Steel requirement, for all employees to go
 7 through an eight-hour intensive safety orientation
 8 to bolster the awareness of the employees, both
 9 hourly and salaried, to the importance and the
 10 priority of safety to AK Steel Corporation. So
 11 this was quite different. We had never done
 12 anything like that before.

13 One part of the meeting at the conclusion
 14 was to discuss changes in the procedures and rules
 15 for safety that would be going into effect in July
 16 of 2000. They were chiefly involved with personal
 17 protective equipment, no jewelry and so forth,
 18 that would be imposed on everyone, salaried and
 19 hourly, in the workforce. So my job, more or
 20 less, in that meeting was to come into the session
 21 and review with transparencies and discuss with
 22 the attendees those particular issues, and I did
 23 so.

24 At the end of that presentation, I asked for
 25 questions on the material covered, and at that

1 DIRECT EXAMINATION

2 BY MR. HAGGERTY:

3 Q. Would you state your name for the record.

4 A. Michael Seyler.

5 Q. And what is your job at the Butler Plant?

6 A. I'm Industrial Relations Manager at the Butler
 7 Works.

8 Q. Who do you report to in that capacity?

9 A. Bill Gonce.

10 Q. Are you the No. 2 guy in Industrial Relations here
 11 at Butler?

12 A. Yes, I am.

13 Q. And how long have you worked at the Butler Plant?

14 A. Since 1981.

15 Q. And how much of that time has been in an
 16 industrial relations capacity?

17 A. Since February of 1984.

18 Q. Now, Mike, prior to the incident of March 22 and
 19 March 23, did you have any direct contact with
 20 Mr. Myers concerning his issues on weight limits
 21 and electrical steel loads?

22 A. Yes, I did. I was initially involved in the issue
 23 from a safety awareness class that Mr. Myers had
 24 attended and for which I was the management
 25 representative that concluded that particular

1 time I had been alerted by Mr. Smith, who was
 2 attending that session for safety, that Mr. Myers
 3 had an issue that he wanted to discuss.

4 Q. Mike, the plant safety awareness session, did that
 5 session have anything to do with truck loading or
 6 load limits or anything like that?

7 A. No, sir, it did not.

8 Q. So what you're describing now happens after the
 9 formal session is over?

10 A. After the presentation is over.

11 Q. Okay.

12 A. But before adjournment of the session. It was in
 13 the question-and-answer period at the end.

14 Q. Okay.

15 A. And Joe asked if -- he had an issue with respect
 16 to hauling coils with respect to load limits and
 17 was questioning the application of the
 18 Pennsylvania load limit to AK Steel roads. At
 19 that time, I informed Joe that AK Steel, private
 20 property, was where the hauling was taking place
 21 and that those load limits did not apply, only the
 22 capacity of the equipment was the relevant safety
 23 concern.

24 Q. How many people did you say this in front of?

25 A. Oh, there were approximately 25 to 30 people

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1 attending each session.
 2 Q. Okay.
 3 A. That was the essence of the interaction there.
 4 Q. Did you later have another meeting with the
 5 grievant concerning this load limits issue?
 6 A. Yes, I did. I was in the meeting that Mr. Gonce
 7 testified to in late December of 2000 where
 8 Mr. Myers had requested a meeting, and I was asked
 9 by Bill to attend that meeting, and I did so.
 10 Q. Anything else you remember about that meeting or
 11 from Bill's testimony?
 12 A. No, I think Bill captured what the essence of the
 13 review was. At the conclusion of the meeting, I
 14 believe that Joe and Bill met separately on
 15 another issue or issues that I wasn't a party to.
 16 But in the meeting that took place, Mr. Myers and
 17 Bill discussed the load limit issue.
 18 Q. After the safety awareness session you've
 19 described or the meeting with Mr. Gonce and the
 20 grievant, was any grievance ever filed challenging
 21 whether this work was safe or not?
 22 A. No, sir, no grievance was filed.
 23 Q. Did Mr. Myers ever file a grievance prior to
 24 refusing this work about the safety of this work?
 25 A. About the safety of this work, no, sir.

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1 Q. At any time, has Mr. Myers held a union office?
 2 A. Yes, sir. He ran and was elected a union employee
 3 representative position in 1998.
 4 Q. Was he a union rep at the time of this incident
 5 that led to his discharge?
 6 A. No, sir.
 7 MR. HAGGERTY: That's all I have.
 8 CROSS-EXAMINATION
 9 BY MR. MURTAGH:
 10 Q. Mike, where did you get the information that you
 11 conveyed to Mr. Myers at the safety meeting in
 12 June of 2000 that the private nature of the plant
 13 indicated that the load limits for a highway truck
 14 were not applicable within the plant?
 15 A. Through Gerry Hesidenz, who at that time was our
 16 Director of Safety and Risk Management.
 17 Q. And if I understood you, you said the only concern
 18 would be, for operation within the plant, the only
 19 concern would be capacity of the equipment?
 20 A. Yes, sir.
 21 Q. Did you know what equipment Mr. Myers was
 22 referring to?
 23 A. He was referring to coil trailers, I believe, that
 24 are used. Most of them are notched so that the
 25 coils are cradled in them for transport.

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1 Q. You mean they have a groove from back to front?
 2 A. They have a groove, like a modified V groove.
 3 Q. So the coil sits in the groove?
 4 A. That's correct.
 5 Q. And it's not chained?
 6 A. That's correct.
 7 Q. Did you have any discussion with Mr. Myers about
 8 the chaining or nonchaining of electrical steel
 9 coils within the plant?
 10 A. I may have, Jack, but I don't recall that.
 11 Q. And were you involved in the disciplinary process
 12 that's brought us here today?
 13 A. Yes, sir. I heard this particular issue at the
 14 works management level, which would be after the
 15 investigation and the imposition of the
 16 discipline, which was the five days subject to
 17 discharge. I reviewed the facts of that and
 18 rendered a decision sustaining the discharge.
 19 Q. So if I understand the timeframe, it would be
 20 Mr. Tassej as the supervisor who would make the
 21 initial suspension subject to discharge, correct?
 22 A. Yes, sir.
 23 Q. And then you as the works management official
 24 would review that?
 25 A. That's correct.

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1 Q. And since you affirmed it and the union appealed
 2 it, it then went to Step III where Mr. Gonce
 3 issued a letter, Step III Answer?
 4 A. That's correct.
 5 Q. And then we come here today as the next step?
 6 A. That's the process.
 7 Q. Were you involved as a witness or participant in
 8 any of the underlying events of that week that
 9 culminated on Friday, March 23, 2001, the back-
 10 and-forth conversations between Mr. Myers,
 11 Mr. Tassej, and anyone else?
 12 A. No, sir, I was not personally involved.
 13 Q. Thank you, Mike.
 14 MR. HAGGERTY: No questions.
 15 ARBITRATOR DEAN: I have none.
 16 Thank you.
 17 (Witness excused.)
 18 MR. HAGGERTY: Maybe we should
 19 take a five-minute break. Our next witness, I'm
 20 sure, is going to take a half hour.
 21 ARBITRATOR DEAN: Sure. Who is
 22 your next witness?
 23 MR. HAGGERTY: Mr. Tassej.
 24 ARBITRATOR DEAN: Okay.
 25 (Short recess taken.)

1 MR. HAGGERTY: Mr. Tassey.
 2 (Witness previously sworn.)
 3 EDWARD TASSEY, a witness herein,
 4 called in behalf of the Company, having been
 5 previously duly sworn, was examined and
 6 testified as follows:
 7 DIRECT EXAMINATION
 8 BY MR. HAGGERTY:
 9 Q. Would you state your name, please.
 10 A. Edward Tassey.
 11 Q. And what was your job in March of 2001?
 12 A. Section Manager, Transportation Repair and Truck
 13 Services.
 14 Q. And in that job, how many employees work for you?
 15 A. Fifty-one, 52.
 16 Q. Do you hold the same job today?
 17 A. Yes, sir, I do.
 18 Q. How long have you worked at the Butler Plant?
 19 A. Twenty-seven years.
 20 Q. And for how long has your work been associated
 21 with the trucking operation at Butler?
 22 A. About 20 of those.
 23 Q. Now, Ed, does the grievant have a discipline
 24 record related to job performance?
 25 A. Yes, sir.

1 bus.
 2 Q. What zone or job class is that job?
 3 A. That would be Zone 6.
 4 Q. What kind of vehicles does that job operate?
 5 A. Pickup trucks, bus, stake trucks.
 6 Q. From crew cab operator, where do employees
 7 progress?
 8 A. The next move would be the Zone 7 block, which is
 9 the tractor-trailers.
 10 Q. Is that the job involved in making the hauls of
 11 electrical coils?
 12 A. Yes.
 13 Q. And what zone is that job?
 14 A. That's Zone 7.
 15 Q. Now, is there a job above the Zone 7 job?
 16 A. Yeah, the mobile equipment. You have to be a
 17 tractor-trailer operator and then promote out of
 18 there into the heavy equipment block, which is
 19 Zone 9.
 20 Q. And on the Zone 9 job, what types of equipment do
 21 people operate?
 22 A. Payloaders, backhoes, mobile cranes.
 23 Q. Now, what was, in March of 2000, what was the
 24 grievant's incumbent job?
 25 A. His incumbent job was in the Zone 7 block. At

1 Q. I've handed you two documents marked
 2 Company Exhibits 3 and 4. Can you identify those,
 3 please?
 4 A. Yes, sir.
 5 Q. What is Company Exhibit 3?
 6 A. This was a letter that was written by Rich
 7 Bofinger, who in 1998 was the section manager or
 8 the area manager for Transportation Repair and
 9 Truck Services.
 10 Q. And looking at that letter, did this concern the
 11 movement of electrical coils?
 12 A. No, sir. This was in regards to a pinion gear
 13 that had come off of a truck outside the machine
 14 shop.
 15 Q. And what is Company Exhibit 4?
 16 A. It's a letter that I had given Joe on a violation
 17 of General Safety Order No. 3.
 18 Q. Is there a grievance pending on either of these
 19 pieces of discipline?
 20 A. No, sir, there is not.
 21 Q. Ed, describe for the arbitrator the line of
 22 progression in terms of jobs in the trucking
 23 department. What's the entry-level job?
 24 A. Entry-level job in the truck section would be a
 25 crew cab operator, commuter operator, which is a

1 that time, he was on an extended temporary bid to
 2 the Zone 9 block or the mobile equipment block.
 3 Q. So prior to March of 2001, what job did he
 4 normally work?
 5 A. He would either have been in the tractor-trailer,
 6 Zone 7 bracket, or if there was no work there,
 7 then he would pick up driving in the Zone 6 block,
 8 be it a stake truck or pickup truck.
 9 Q. In the year or so prior to March of 2001, how
 10 often did he work at the Zone 9 level?
 11 A. At the Zone 9 level?
 12 Q. Yes.
 13 A. Quite frequently.
 14 Q. This morning, did you hear Mr. Gonc and
 15 Mr. Seyler's testimony?
 16 A. Yes, sir.
 17 Q. Did you have any similar meetings with the
 18 grievant concerning his arguments about weight
 19 limits and electrical steel hauling?
 20 A. Yes, sir.
 21 Q. When did those meetings start with you?
 22 A. I can't give you an exact date. I would say
 23 sometime shortly after I took the section over.
 24 Q. And when did you take the section over?
 25 A. That would have been March 15 of 2000.

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- 1 Q. And how often did the grievant bring up this claim
2 with you?
3 A. Probably three or four times, at least three or
4 four times.
5 Q. When he did that, was the discussion different
6 each time or was it the same?
7 A. Pretty much the same.
8 Q. Tell me how it went.
9 A. He discussed the chaining of coils, the load
10 limits that we hauled in the plant versus what you
11 would haul out on the highway.
12 Q. Did he bring up that he was CDL licensed?
13 A. Yes, sir, he did.
14 Q. What does CDL stand for?
15 A. Commercial driver's license.
16 Q. And what was your response to the grievant on
17 these issues?
18 A. I told him that we weren't governed by those
19 regulations and that we have always hauled, in the
20 time I've been there, the way we're hauling at
21 that time and today.
22 Q. When you say "the time you've been there," how
23 long a period of time are you talking about?
24 A. Like I said, 27 years.
25 Q. Go ahead. So you told him what?

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- 1 A. That we've always hauled that way and that he
2 would be expected to do the same.
3 Q. Now, this hauling of electrical steel coils, how
4 often is that hauling performed?
5 A. Daily. We run two trucks, one CRNO truck and one
6 truck out of the silicon on daylight, normally a
7 silicon truck on afternoon turn, and normally
8 they'll call for a couple loads every night on
9 midnight of silicon out of the regular silicon
10 building.
11 Q. So in total in a day, how many loads of this
12 electrical steel are hauled up to 26 carlite?
13 A. Ideally, somewhere between 16 and 18.
14 Q. And how many days a week is that?
15 A. Seven days.
16 Q. Now, the 16 to 18 loads, are any of those loads
17 chained down?
18 A. No, sir.
19 Q. What's the design of the trucks that are used to
20 haul these coils?
21 A. The two trailers that we use today are V shaped in
22 design. They have coil welds in them and they
23 are -- one is designed for a capacity of 65 ton
24 and the other is designed for 45 ton.
25 Q. Does the company require that loads be hauled that

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- 1 are in excess of design capacity of the trailers?
2 A. No, sir.
3 Q. Now, the movement of these electrical steel coils,
4 do they require the driver to take the truck
5 outside the Butler Plant?
6 A. No, sir.
7 Q. What is the speed limit within the plant?
8 A. 15 to 25 mile an hour.
9 Q. Is there any minimum speed that a truck driver has
10 to maintain?
11 A. No, sir.
12 Q. If the truck driver wanted to go 5 miles an hour
13 all the way, could he?
14 A. Yes, sir.
15 Q. In terms of the roads that the drivers travel on
16 these electrical steel moves, are any of these
17 roads open to the public?
18 A. No, sir.
19 Q. How is access to these roads controlled?
20 A. By security at various gates around the plant.
21 Q. Ed, you raised that the grievant had raised with
22 you that he was CDL licensed.
23 A. Uh-huh.
24 Q. Is the company required to have truck drivers CDL
25 licensed who drive exclusively within the plant?

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- 1 A. No, sir.
2 Q. For example, at the Middletown Works, did you
3 inquire as to the Middletown Works with regard to
4 CDL licensing?
5 A. Yes, sir, I did.
6 Q. Do any moves at Middletown require employees to
7 leave the plant?
8 A. No, sir.
9 Q. Are truck drivers at Middletown CDL licensed?
10 A. No, sir, they are not.
11 Q. Are there contractors within the Butler Plant who
12 operate trucks, large trucks, exclusively within
13 the plant?
14 A. Yes, sir, there are.
15 Q. Can you give an example.
16 A. Heckett Slag Division, Eichleay Corporation, SPC,
17 to name a couple.
18 Q. What kind of work does Heckett perform in the
19 plant?
20 A. Heckett has a contract to remove all of our slag
21 products from the Melt Shop area.
22 Q. What's the size of the vehicles that Heckett
23 employees operate?
24 A. Very large payloaders and very large Euclid
25 trucks.

- 1 Q. Larger than anything our people would drive?
 2 A. Yes, sir.
 3 Q. Are Heckett employees CDL licensed?
 4 A. No, sir, they are not.
 5 Q. Now, at the Butler Plant, does the company require
 6 its truck drivers to have CDL licenses?
 7 A. I'm sorry, Counselor, could you please repeat
 8 that?
 9 Q. At the Butler Plant, does the company require its
 10 truck drivers to have a CDL license?
 11 A. Yes, sir, we do.
 12 Q. Why does the company have that requirement?
 13 A. We, on occasions, have a necessity to go to our
 14 other plant, which is up in the city, so we have
 15 to cross a public highway.
 16 Q. And what plant are you referring to?
 17 A. Plant 2, stainless processing.
 18 Q. How far is Plant 2 from the main plant?
 19 A. A mile and a half, two miles.
 20 Q. Ed, I've handed you a document marked
 21 Company Exhibit 5. Can you identify that, please?
 22 A. Yes, sir. That's a Job Safety and Health
 23 Analysis.
 24 Q. And what does that Job Safety and Health Analysis
 25 concern?

- 1 A. The hauling of electrical steel.
 2 Q. Now, when was this JSHA initially implemented?
 3 A. It would have been in February of this year.
 4 Q. Was this the only JSHA implemented at about this
 5 time?
 6 A. No, we have been probably, going on probably the
 7 last two years reviewing, revising and upgrading
 8 and adding JSA's where we see they are needed.
 9 Q. What work does this JSA relate to?
 10 A. This is the hauling of electrical steel coils,
 11 intraplant.
 12 Q. And is this the work that the grievant was
 13 assigned to do on either of the days involved in
 14 this grievance?
 15 A. Yes, sir.
 16 Q. Look at the fourth page of the document. It has a
 17 revision register there. Can you walk through the
 18 formulation and revision of this JSA for us,
 19 please.
 20 A. The JSA was written, like I said, the 1st of
 21 February. It was revised to Item 1C, the 14th of
 22 that month, and then there was a revision added
 23 again on 3-21, the notes that were added, I
 24 believe, on the bottom of the third page.
 25 Q. What specifically was the revision to the notes

- 1 that occurred on March 21st?
 2 A. At the direction of my supervisor -- when we do
 3 these, I would like to add, that these are
 4 written. Then they are sent for review to my
 5 boss. He called me in and said that he wanted
 6 them to be a little bit more defined as to what
 7 exactly was expected and the weight limits of the
 8 trailer, and if you will notice, there is a
 9 typographical error there on the CRNO trailer.
 10 That is a 65-ton trailer, not a 60 ton.
 11 Q. Well, what note or notes were revised on
 12 March 21st?
 13 A. The chaining, binding of electrical coils, the
 14 hauling of box of coils, and the weights of the
 15 trailer.
 16 Q. Now, was this revision reviewed with the grievant?
 17 A. Yes.
 18 Q. At whose direction?
 19 A. My supervisor.
 20 Q. Who actually reviewed this with the grievant?
 21 A. Don Horstman.
 22 Q. And who told Horstman to review it with the
 23 grievant?
 24 A. I did.
 25 Q. Is Horstman a supervisor?

- 1 A. He's an hourly step-up.
 2 Q. So is he a bargaining unit employee?
 3 A. He is a bargaining unit employee.
 4 Q. And was he a bargaining unit employee in March of
 5 2001?
 6 A. Yes, sir, he was.
 7 Q. Is he still a bargaining unit employee today?
 8 A. Yes, sir, he is.
 9 Q. Now, Ed, tell us with regard to March 22nd, the
 10 incident of March 22nd, what happened on that date
 11 related to this grievance.
 12 A. That morning, I was coming through the garage
 13 prior to leaving for a meeting, and Joe had
 14 brought in a No. 271 trailer. It is a trailer
 15 that we use to haul rolls, and it needed some
 16 items repaired, and I told him that that was fine,
 17 to go ahead and have the repairmen correct those
 18 problems, to see Dave Lawson and see if he could
 19 not secure another trailer and proceed with the
 20 job assignment that he had for that day.
 21 Q. What time was it that you saw him?
 22 A. Sometime around 7:00 or shortly thereafter.
 23 Q. What time would the truck drivers normally start
 24 work?
 25 A. 6:30.

- 1 Q. Did the grievant get another trailer from Lawson
2 and start work right away?
3 A. David, I guess, told him that he wasn't sure which
4 one to take, so Joe went out and hooked onto
5 another trailer, took that trailer out and had it
6 weighed, and it would not meet the code weight
7 restriction -- or weight limits, so he come back
8 and hooked onto another trailer, took it out. It
9 did meet that number that he could haul, and he
10 then went to the steel yard and had to secure a
11 rack to carry the rolls.
12 Q. What is the code that you're referring to?
13 A. 72,280 -- or 73,280.
14 Q. Where does that number come from?
15 A. That's the combined vehicle weight and what you
16 can legally haul across a public highway.
17 Q. Was that public highway limit applicable to the
18 work he was assigned to do on March 22nd?
19 A. No, sir, it was not.
20 Q. Is the idea of getting a trailer and then taking
21 it to have it weighed a customary part of the job
22 that a truck driver does?
23 A. Not normally.
24 Q. Now, what was the specific assignment that he had
25 on March 22nd?

- 1 A. He was to transfer rolls between, I believe, the
2 furnace aisle and the Hot Mill or vice versa.
3 Q. When you talk about "rolls," what are you talking
4 about when you say a "roll"?
5 A. Backup rolls, work rolls from the mills. I
6 believe this one in particular is probably at
7 least 60 inches in diameter, weighs an approximate
8 27,000 pounds, probably about 14 or 16-foot long,
9 between the roll and the necks on it.
10 Q. So you are talking about a piece of mill
11 equipment?
12 A. Yes.
13 Q. You are not talking about a coil of steel?
14 A. No, sir.
15 Q. You are agreeing with me, right? Are you agreeing
16 with me?
17 A. Yeah, it is mill equipment, not coils of steel.
18 Q. Now, when did the grievant actually start
19 performing the work of moving, transporting these
20 rolls?
21 A. By the time he got the trailer weighed, got the
22 rack, and got to the work site, it was
23 approximately 12:30, and then he had to wait on an
24 outside truck, I believe, or one of our trucks to
25 get into the building, so it was probably close to

- 1 1:00 o'clock.
2 Q. And was he able to complete his work assignment
3 during his shift?
4 A. No, sir.
5 Q. What did the company have to do as a result of
6 that?
7 A. Well, we had received a call from the section
8 manager or area manager for the Roll Grinding
9 Department. He was very upset that he did not get
10 his rolls hauled all on the daylight turn and
11 wanted to know what we were going to do about it,
12 so we had to add a driver on the 3:00 to 11:00
13 turn to finish that work up.
14 Q. Do you know what driver was added?
15 A. Yes, I believe it was Dan Clark.
16 Q. Now, did you subsequently investigate this
17 incident with the grievant?
18 A. Yes.
19 Q. Did he deny any of the facts that you've just
20 walked through?
21 A. Not that I can recall.
22 Q. Now, the movement or the transportation of these
23 backup rolls within the plant, is this the first
24 time that work was ever done at Butler?
25 A. No, sir.

- 1 Q. How long has that kind of work been done at
2 Butler?
3 A. Quite a few years. I can't tell you exactly how
4 many. It has really gotten heavy in the last ten
5 or 12 years, I guess.
6 Q. Is this work of transporting these backup rolls,
7 is this performed by all the truck drivers in the
8 Zone 7 job?
9 A. Normally that's a zone -- well, the roll truck, if
10 they were running the roll truck, we also haul
11 tandem mill rolls that we haul on the stake bed,
12 which is in the Zone 6 block.
13 Q. Now, Ed, with regard to the incident of
14 March 23rd, would you tell us what happened that
15 day.
16 A. I came in that morning. Again, I guess it was
17 probably around 7:00 o'clock. When I came into my
18 office, I seen that the CRNO trailer was still
19 sitting in the truck area and had not left the
20 building yet. I went to my office and changed
21 into my safety equipment. I then --
22 Q. When you refer to the CRNO trailer, what work does
23 the CRNO trailer perform?
24 A. That's the trailer that's used to haul the product
25 from the CRNO building to either the Hilltop or

1 87D or --
 2 Q. When you say the "Hilltop," is that where the 26
 3 carlite line is?
 4 A. 26 carlite processing line, yes, sir.
 5 Q. And describe this CRNO trailer.
 6 A. A CRNO trailer is a 65-ton trailer. It, again,
 7 has a V'd coil well in it. It also has an
 8 accordion cover on it that's used to protect the
 9 steel from inclement weather.
 10 Q. Now, is the CRNO trailer normally gone by
 11 7:00 o'clock?
 12 A. Yeah, normally by 6:30 or 20 to 7:00, that truck
 13 is on the road normally.
 14 Q. So when you arrived at 7:00 o'clock, it was still
 15 there?
 16 A. Yes.
 17 Q. What did you do when you arrived?
 18 A. Well, I changed into my safety equipment. I then
 19 went out to see if there was a problem with the
 20 truck, see if we were going to have to make other
 21 arrangements to haul product that day. When I
 22 went out, I asked my repairmen if there was a
 23 problem with it and they said no. I asked who was
 24 on it, and they said that Joe was on it that day.
 25 Q. Okay, what happened after that?

1 A. I went to the restroom, and when I was coming back
 2 through the garage, I run into Joe and two of his
 3 representatives.
 4 Q. Who were the two representatives?
 5 A. Don Monteleone and Andy Hahn.
 6 Q. And what happened when you saw the three of them?
 7 A. They told me that Joe wasn't going to be able to
 8 haul the product that day the way we wanted it
 9 hauled because he needed to chain it down or he
 10 needed to -- and the weight problem. And I
 11 instructed them what was expected, that we would
 12 haul up to the weight of the trailers, and I asked
 13 him if he understood that, and he said he did
 14 understand it but he couldn't do it because it
 15 violated his CDL regulations.
 16 Q. Now, the -- well, go on. After he said he
 17 couldn't do it, what did you do?
 18 A. I asked to be excused for a couple minutes. I
 19 went in and called for John Vensel to come
 20 downstairs. I also called security and asked to
 21 have a security guard present. When John and the
 22 security guard both arrived --
 23 Q. Who is John Vensel?
 24 A. John Vensel is the area manager or section manager
 25 for labor and janitor.

1 Q. He is another supervisor then?
 2 A. Yes, sir, he is.
 3 Q. What happened when Mr. Vensel and this security
 4 guard arrived?
 5 A. I went back out and again stated to Joe, you know,
 6 these are the requirements, this is what's
 7 expected. I asked his representative, I believe
 8 it was Andy Hahn, if he understood what I was
 9 asking of Joe and that if he realized that this is
 10 the way we have done this in this plant for years,
 11 and he said yes, that he understood that. At that
 12 time, Joe said that he couldn't do it. At that
 13 time, I asked Sam Oday, who was from security, if
 14 he would kindly see Joe to the locker room so he
 15 could get changed and exit him from the plant
 16 until which time we could have a meeting.
 17 Q. Did you give the grievant a direct order to
 18 perform this work?
 19 A. I told him directly of what I expected, and that
 20 was for him to haul up to the weight of the
 21 trailer.
 22 Q. And his response was?
 23 A. That he could not do it because he couldn't chain
 24 it down and that it would violate the 73,280
 25 weight limit.

1 Q. What is, again, the design capacity of this CRNO
 2 trailer?
 3 A. 65 tons.
 4 Q. Which is how many pounds?
 5 A. It would be 130,000.
 6 Q. And how many electrical coils at a time are hauled
 7 on this CRNO trailer?
 8 A. Quads, we haul two.
 9 Q. And what's the weight of a quad coil?
 10 A. They go roughly 48,000.
 11 Q. So you're hauling about 96,000 pounds?
 12 A. Around 96,000 pounds.
 13 Q. On a tractor rated for 130,000?
 14 A. On a trailer rated for 130,000 pounds, yes.
 15 Q. Now, was there anything different about this
 16 hauling than the hauling that's been done 16 to 18
 17 times a day for the past years?
 18 A. No, nothing out of the ordinary there.
 19 Q. Does every other Zone 7 driver in the department
 20 do this same hauling assignment?
 21 A. Yes.
 22 Q. Does that include some people who are union
 23 officials?
 24 A. Yes.
 25 Q. Over the years, Dewey Eagal, Don Clark, and Ken

1 Crispin performed this work?
 2 MR. MURTAGH: Do you mean Dan
 3 Clark?
 4 MR. HAGGERTY: Thanks.
 5 THE WITNESS: Dan Clark.
 6 BY MR. HAGGERTY:
 7 Q. Do they hold any union office?
 8 A. Dan did at one time and so did Kenny. They were
 9 both ERP's at one time.
 10 Q. Dewey Eagal?
 11 A. He was also an ERP.
 12 Q. And they performed the same work that the grievant
 13 refused?
 14 A. Yes.
 15 MR. HAGGERTY: That's all I have.
 16 CROSS-EXAMINATION
 17 BY MR. MURTAGH:
 18 Q. Ed, do you have a CDL?
 19 A. No, sir.
 20 Q. And if you had one, you wouldn't be driving these
 21 trucks anyway because you're a supervisor, is that
 22 right?
 23 A. I would not be permitted in the plant, yes.
 24 Q. Now, if I understand, you had a contact on the
 25 22nd of March, is that right, with Joe?

1 A. Yes, sir.
 2 Q. You had another contact on the 23rd of March?
 3 A. Yes, sir.
 4 Q. On the 22nd, are you saying he refused any order
 5 at that time?
 6 A. He did not refuse to haul the rolls, no, sir, he
 7 did not refuse that.
 8 Q. So your refusal that you're talking about relates
 9 to the 23rd?
 10 A. Yes, sir.
 11 Q. And you're saying he refused to do what?
 12 A. To haul the requirements of the weight of up to
 13 what the trailer is capable of hauling.
 14 Q. He did say, if I understood you correctly, that he
 15 could haul up to the CDL limit, is that right?
 16 A. Yes, that's what he stated.
 17 Q. So he wasn't saying I won't drive the truck, he
 18 was saying I can't drive the truck if it weighs
 19 more than the CDL limits, is that right?
 20 A. He stated that he could haul up to that limit but
 21 he wouldn't go over it.
 22 Q. And what you wanted him to do would go over that
 23 limit?
 24 A. To haul up to the weight of the trailer is what I
 25 expected him to do.

1 Q. Which was, for that trailer, the 65-ton CRNO
 2 trailer, was 130,000 pounds on the trailer?
 3 A. Yes.
 4 Q. Now, does that take into account the tractor, the
 5 truck part?
 6 A. No, that is just what the trailer is rated for,
 7 sir.
 8 Q. So it can carry 65 tons on that trailer, then you
 9 got the weight of the trailer itself and you got
 10 the weight of the tractor, the power unit, is that
 11 right?
 12 A. Yes, sir.
 13 Q. Do you know what a fully loaded CRNO trailer
 14 weighs with the power unit and the trailer and the
 15 load itself?
 16 A. I can't recall ever having one weighed, Jack, that
 17 was loaded and fueled and the operator and
 18 everything in it, no, I can't tell you.
 19 Q. I would assume it would be above this
 20 130,000 pounds?
 21 A. I don't know that, sir.
 22 Q. I mean, if you fully load this trailer, it was
 23 rated for 130.
 24 A. If you maxed the trailer out at 130, well, then,
 25 everything -

1 Q. Would be more than that?
 2 A. Yeah.
 3 Q. All right. Now, this exhibit that you identified
 4 as Company Exhibit 5, that's your signature on
 5 there?
 6 A. Yes.
 7 Q. And this says it was issued initially as a new
 8 JSHA on February 1st of this year, 2001, right?
 9 A. Yes, sir.
 10 Q. What JSHA, or was there a JSHA, that covered this
 11 job before that?
 12 A. Just a generic coil hauling JSHA.
 13 Q. And on 3-21, according to page 4 of this document,
 14 you revised the notes, and those are the notes
 15 that are at the bottom of page 3, is that right?
 16 A. Yes, sir.
 17 Q. The first one says do not exceed the weight
 18 capacity of the trailers. The CRNO trailer is 60
 19 ton - and you already told us that should be 65.
 20 A. Right.
 21 Q. And the Hilltop trailer is 45 ton.
 22 A. Yes, sir.
 23 Q. Why did you put those notes on there on
 24 March 21st?
 25 A. After review of this JSHA by my supervisor, he

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1 didn't feel that it was spelled out enough within
 2 the JSHA as to what was expected. He asked me to
 3 include those notes at the bottom at that point.
 4 Q. And who was your supervisor?
 5 A. I work for Tom Ayres.
 6 Q. And he is present today?
 7 A. Yes, sir, he is.
 8 Q. Now, your conversation with Joe Myers on the 23rd
 9 of March wasn't the first time that you talked
 10 about this issue with him, was it?
 11 A. No, sir.
 12 Q. But this was the first time during the time that
 13 you were speaking to him, you said three or four
 14 times going back to when you took over in March of
 15 last year, this was the first time when he was
 16 being asked to actually operate a vehicle that was
 17 over what he considered to be the CDL limits,
 18 isn't that right?
 19 A. No, there was another incident.
 20 Q. When was that?
 21 A. I believe that was in December of 2000.
 22 Q. In December of 2000, you had a conversation with
 23 Joe, and I think Dewey Eagal and Greg Loverick
 24 were present, is that right?
 25 A. Yes, sir.

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1 Q. And did Joe question you at that time about
 2 whether or not there might be some concern on his
 3 part about whether he could be exposed to civil
 4 responsibility if there was an accident and even a
 5 criminal prosecution?
 6 A. Yes.
 7 Q. Do you remember what he talked to you about?
 8 A. Again, the weight, not being able to chain down, a
 9 fear for something happening where someone would
 10 be injured.
 11 Q. An accident?
 12 A. An accident.
 13 Q. And did he mention the fact that he was even
 14 concerned that he might go to jail if somebody
 15 were seriously hurt or killed?
 16 A. Yes, I believe he did.
 17 Q. And did he ask you at that time if he could indeed
 18 bump back from his job, take a reduction in zone,
 19 go to a Zone 6 job so he wouldn't have to operate?
 20 A. Yes.
 21 Q. What did you tell him?
 22 A. He wasn't allowed to regress.
 23 Q. He could not regress?
 24 A. He could not regress.
 25 Q. So the only option he had was to drive as

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1 instructed or try and get out, as Mr. Gonce has
 2 earlier told us he suggested to Mr. Myers?
 3 A. Yes.
 4 Q. Now, do you remember what prompted the discussion
 5 in December of 2000?
 6 A. A phone call that I had gotten from, I believe it
 7 was, Greg McAnallen about product being hauled on
 8 a night turn.
 9 Q. Did Joe discuss with you whether, in fact, he did
 10 haul that product on that night turn?
 11 A. He did.
 12 Q. And did he discuss with you whether it was snowy
 13 and icy?
 14 A. I don't recall that part of it, but he may have.
 15 Q. Do you recall a discussion with him about the
 16 number of coils that he was supposed to haul that
 17 night?
 18 A. Yes, sir.
 19 Q. Overall, was that ten?
 20 A. Ten coils total, yes.
 21 Q. And how many coils did he haul?
 22 A. I think it was, if I'm not mistaken, it was nine
 23 and they were missing one coil. I think that's
 24 where we were at with that one.
 25 Q. And did he haul them in sets of three?

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1 A. He did haul three, yes.
 2 Q. Three at a time?
 3 A. Three coils at a time, yes.
 4 Q. So he made three trips?
 5 A. Yes.
 6 Q. And do you remember Dewey Eagal asking you,
 7 "What's wrong with that, Ed?" and you responded,
 8 "It takes more time to haul three at a time than
 9 it does to haul six at a time"?
 10 A. Not only that — yes, that is true, and that the
 11 problem with that is our customer wanted an entire
 12 box.
 13 Q. A box is six?
 14 A. Yes, sir.
 15 Q. So when Joe hauled these, I think it was the night
 16 turn December 14th, 2000, midnight turn, wasn't it
 17 true that he hauled everything you wanted hauled
 18 but he didn't haul as much at one time as you
 19 wanted hauled at one time?
 20 A. Correct.
 21 Q. Now, as he hauled it, was he within what he
 22 considered to be the load limits of the CDL
 23 license?
 24 A. Well, depending upon the size of those coils, he
 25 could have been way under.

1 Q. From that time in December -- when you say "way
2 under," you mean under the weight?
3 A. Under the weight limit.
4 Q. From December until March 23rd, when you told him
5 that you wanted him to haul this CRNO trailer with
6 no regard to the CDL limits --
7 MR. HAGGERTY: Jack, let me
8 interrupt, because there's no proof in the record
9 that the CDL license has any load limit
10 requirements attached to it, and from my review of
11 the law, there are no load limits attached to CDL.
12 Load limits are part of the Pennsylvania Motor
13 Vehicle Code, not part of CDL licensing
14 requirements.
15 MR. MURTAGH: We'll stipulate that
16 the CDL does not specify weight limits. It varies
17 from state to state, and the CDL requires that
18 operators who operate in intra or interstate
19 commerce obey the limits of the state where they
20 are licensed.
21 MR. HAGGERTY: No, I don't agree
22 with the latter part of it. I agree with the
23 former.
24 MR. MURTAGH: We'll put the CDL
25 regulations in evidence as part of the union's

1 CRNO trailers or haul the Hilltop and CRNO
2 trailers -- because you can't drive a trailer --
3 to your knowledge?
4 A. Not that I can recall, sir.
5 Q. Ed, look at Union Exhibit 3. Do you recognize
6 that document?
7 A. Yes.
8 Q. Rich Bofinger you have already identified as a
9 supervisor, is that right?
10 A. Yes, sir, he was.
11 Q. Was he your predecessor?
12 A. Yes, sir, he was.
13 Q. And this is dated 7-12-99?
14 A. Yes, sir, it is.
15 Q. And what was the purpose of this notice being
16 issued by Mr. Bofinger, if you know?
17 A. To the best of my knowledge, this was done for if
18 you were using a specified truck and a combination
19 of a trailer there listed underneath for hauling
20 to Plant 2.
21 Q. Now, the Tractor L149, was that the CRNO tractor?
22 A. I'm not sure what tractor was under there at that
23 time.
24 Q. Do you know the number of the trailer for the CRNO
25 trailer?

1 case.
2 BY MR. MURTAGH:
3 Q. I'm using shorthand here, and let me make sure
4 that you understand it. Joe is talking about CDL
5 legal in many of his conversations with you, is
6 that correct?
7 A. Yes.
8 Q. You understand that the Pennsylvania Motor Vehicle
9 Code limit is 73,280, because you've testified to
10 that?
11 A. Yes, sir.
12 Q. So when Joe is talking about up to CDL, whether
13 he's relating that to specific CDL regulations or
14 whatever, you understood what he meant, 73,280, is
15 that right?
16 A. Yes, sir.
17 MR. MURTAGH: Is that okay with
18 you?
19 MR. HAGGERTY: Yes.
20 BY MR. MURTAGH:
21 Q. Now, between December when you had this
22 conversation with him that you've just recounted
23 and March 23rd of 2001 when you had this
24 discussion with him that you've already recounted
25 for us, did he drive either the Hilltop or the

1 A. Today? The CRNO trailer today?
2 Q. Well, no, at the time --
3 A. At this time, sir, the new trailers were not in.
4 Q. That's what I'm trying to point out.
5 A. Right.
6 Q. The CRNO trailer that is listed on Exhibit 3 has
7 been replaced, is that right?
8 A. Yes, sir, it has been.
9 Q. We got a new trailer?
10 A. Yes, sir, we did.
11 Q. Actually, we got a couple of new trailers?
12 A. Yes, sir, we did.
13 Q. And the Hilltop trailer, has that been replaced,
14 too?
15 A. Yes, sir, it has.
16 Q. So Mr. Bofinger's exhibit listing these trailer
17 newspapers, the trailers have since been replaced?
18 A. Yes, sir.
19 Q. And we got what were called Rogers trailers, is
20 that right?
21 A. Yes, sir.
22 Q. That's the manufacturer?
23 A. Yes, sir, it is.
24 Q. We had these built to order?
25 A. Yes, sir, we did.

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- 1 Q. Do you remember when we took delivery of the
2 Rogers trailers?
3 A. It was early spring of 2000, I believe.
4 Q. Were you the supervisor then?
5 A. Yes.
6 Q. So it would be after March 15th of 2000?
7 A. Yes, sir.
8 Q. And they are still in use today?
9 A. Yes, sir, they are.
10 Q. And those are the trailers that you were referring
11 to on the 23rd of March -- or the CRNO trailer
12 that you were referring to on the 23rd of
13 March 2001?
14 A. Yes, sir.
15 Q. And are the new Rogers trailers -- when I say
16 "new," they came in sometime after March of
17 2000 -- are they registered with the Commonwealth
18 of Pennsylvania?
19 A. Yes, sir, they are.
20 Q. Do they have license plates on them?
21 A. Yes, sir, they do.
22 Q. Do they have inspection stickers -- or
23 registration stickers, pardon me, on the license
24 plate?
25 A. Yes, sir, they do. Well, the sticker on the plate

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- 1 itself?
2 Q. Yes.
3 A. No.
4 Q. And why is that?
5 A. Because it is a one-time license.
6 Q. That's why it says on the license "permanent
7 trailer," is that right?
8 A. Right.
9 Q. You register it once, is that right?
10 A. Yes, sir.
11 Q. And who was responsible for the registration?
12 A. Our fleet manager does all of that.
13 Q. Who is that?
14 A. J.C. Martin.
15 Q. And both of these new Rogers trailers were
16 registered, is that right?
17 A. Yes, sir, they were.
18 Q. Do you know at what weight they were registered
19 with the Commonwealth?
20 A. I don't know that right off the top of my head,
21 no.
22 Q. Is there any document that you could check?
23 A. Well, there would be the owner's card would have
24 that.
25 Q. The owner's card for the trailer?

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- 1 A. Yes.
2 Q. Kept in the trailer?
3 A. Yes, sir, it is.
4 Q. I guess you would keep it in the trailer per se,
5 wouldn't you?
6 A. Yes, sir. A lot of those are kept in the glass
7 enclosure on the trailer.
8 Q. Inside the trailer?
9 A. On the trailer.
10 Q. Would you have any reason to disagree with me that
11 both of them are licensed at 73,280 pounds, Ed?
12 A. Well, it's the legal limit you could haul in most
13 cases, so I couldn't argue that.
14 Q. But you could check?
15 A. Over the road.
16 Q. But you could check?
17 A. Yes.
18 Q. What is Union Exhibit 4?
19 A. That is a daily safety contact.
20 Q. From March 22, 2001, is that right?
21 A. Yes, sir, it was.
22 Q. Now, a daily safety contact, that doesn't imply
23 there's any kind of discipline on these employees,
24 does it?
25 A. No, sir.

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- 1 Q. You give them a safety hint or note or talk that
2 day?
3 A. Right.
4 Q. And then you keep a record of it so you know who
5 you talked to and what you talked about?
6 A. Right.
7 Q. So what was contact No. 1 about?
8 A. Contact 1 states, "Do not overload trucks. Haul
9 within the legal load limits."
10 Q. And when you say --
11 MR. HAGGERTY: Let me just note,
12 Mr. Myers isn't shown as being contacted on this
13 date, is that correct?
14 MR. MURTAGH: That's what I'm
15 going to get to, Jim.
16 MR. HAGGERTY: Unless there can be
17 some showing that this went to Mr. Myers, I don't
18 think it is relevant, and I'm just objecting
19 because that's how we do it here.
20 BY MR. MURTAGH:
21 Q. And safety contacts aren't special for one
22 particular employee and other employees are exempt
23 from it? I mean, they apply to everybody, don't
24 they?
25 A. Yes, sir.

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1 Q. Supervisors, hourly people, salaried people,
2 people who come in as contractors, they are
3 expected to all observe the same safety
4 regulations, aren't they?
5 A. Yes, sir.
6 Q. Now, these are all employees in the truck section?
7 A. Yes, sir, they are.
8 Q. And Mr. Myers -- it is listed in alphabetical
9 order, is that right?
10 A. Yes, sir.
11 Q. And there is no signature next to Mr. Myers' name
12 for this particular safety contact, is that right?
13 A. No, sir, there is not.
14 Q. Does that mean you didn't have a safety contact
15 with him on that day?
16 A. I don't normally make the contacts with the
17 drivers, my spell foreman does that.
18 Q. Who is your spell foreman that week?
19 A. Dave Lawson.
20 Q. When a contact is made, is the person who is
21 contacted expected to put his or her name down and
22 check number?
23 A. They are. They are supposed to, yes.
24 Q. I mean, it has happened that people who have these
25 safety contacts, their name doesn't get on the

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1 sheet?
2 A. It could happen.
3 Q. But because Mr. Myers' name isn't listed next to
4 his printed name, we don't know for sure whether
5 he had a contact or not, but the presumption would
6 be he probably didn't have a contact from
7 Mr. Lawson that day?
8 A. Yes, sir.
9 Q. Right?
10 A. I would assume that.
11 Q. How do you differentiate between these people, and
12 there are nine of them, whether they got Contact 1
13 or Contact 2, or did they get both contact?
14 A. Both of them are supposed to be given, sir.
15 Q. One relates to do not overload trucks, haul within
16 legal load limits, and the second one is secure
17 all loads on all vehicles?
18 A. Yes, sir.
19 Q. Now, you've told us -- and I believe I understood
20 your testimony correctly, but I think Mr. Gonce
21 echoed this before a little bit in his
22 testimony -- that there were customer instructions
23 not to chain the electrical coils?
24 A. True.
25 Q. But this says secure all loads on all vehicles,

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1 doesn't it?
2 A. That's what the contact states, but that is not
3 something we have ever done with the electrical
4 grade product.
5 Q. I understand. You're saying it has never been
6 done.
7 A. Yes.
8 Q. But this is a company-generated document, right?
9 A. This is one that was put together by my spell
10 foreman or myself.
11 Q. And you are listed as the foreman?
12 A. Right. It is my area, yes, sir.
13 Q. And it does say secure all loads on all vehicles,
14 right?
15 A. That's what it states, yes.
16 Q. And that would apply to all truck drivers?
17 A. It would apply to all truck drivers.
18 Q. And do not overload trucks, haul within legal load
19 limits. Now, what did you mean by legal load
20 limits there?
21 A. In the case of coil trucks, I expected them to
22 haul it to the limit of the trailer.
23 Q. And these coil trailers, they don't go out on the
24 highway?
25 A. No, sir.

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1 Q. Do you know, Ed, if you wanted to take them out on
2 the highway, is there a permit process you could
3 go through?
4 A. Don't need to. They are licensed. I can take
5 them out if I needed to.
6 Q. I'm sorry, if you wanted to take them out over
7 73,280 pounds?
8 A. Oh, well, then you would have to have special
9 permission to do that, sir.
10 Q. But they are ready to go on the highway? They are
11 licensed, they are permitted, and it is a
12 permanent license, correct?
13 A. Yes.
14 Q. So if you want to just take that trailer out,
15 assuming the weight is within the restriction, you
16 can do that?
17 A. Yes.
18 Q. But we don't take these trailers out, or we
19 haven't so far?
20 A. We haven't so far.
21 MR. HAGGERTY: Jack, on this
22 exhibit, can we just stipulate that what appears
23 to have been highlighting and then an underlining
24 of the word "all" was not on the original and was
25 added?

1 MR. MURTAGH: I didn't see the
2 original. I only saw the highlighted and the
3 underlined, but I can stipulate with you that it
4 is more than likely and probably a hundred percent
5 true that we put that on there and not you folks.

6 MR. HAGGERTY: Thanks.

7 BY MR. MURTAGH:

8 Q. Ed, we're going to hand out Union Exhibit 5. Just
9 take a look at that while we're doing that, if you
10 would, please.

11 (Brief pause.)

12 Q. Ed, what is Union Exhibit 5, please?

13 A. That's a copy of the schedule, weekly schedule.

14 Q. For the week in question?

15 A. Yes, sir.

16 MR. MURTAGH: Mr. Arbitrator, just
17 if I could indicate, our weeks schedule-wise run
18 from Sunday through Saturday.

19 THE WITNESS: Yes.

20 BY MR. MURTAGH:

21 Q. March 23rd was a Friday?

22 A. Yes, sir.

23 Q. Do you see Joe Myers' check number on here?

24 A. Yes, sir.

25 Q. What's his check number?

1 A. 14795.

2 Q. So if you look at the second circle, which has a
3 Xerox highlight over it for CRNO, that shows he
4 was scheduled on the CRNO job on Friday the 23rd,
5 is that right?

6 A. Yes, sir.

7 Q. And if you look at the circle below that that's
8 also highlighted "low boy," you see 14795 on the
9 day before, Thursday, the 22nd?

10 A. Yes, sir.

11 Q. And where do you see Mr. Myers scheduled prior to
12 Thursday and Friday of that week?

13 A. He had three days in mobile equipment.

14 Q. So when he was on mobile equipment — and that's
15 the circle up top that doesn't have a highlight
16 over it?

17 A. Right.

18 Q. — he didn't have to operate trailers there, is
19 that right?

20 A. No, sir, he did not.

21 Q. So the 22nd and the 23rd were the only two days
22 this week when he was involved in pulling a
23 trailer?

24 A. Yes, sir.

25 Q. Loaded or unloaded?

1 A. Right.

2 Q. Now, I want to make sure, before I pass off on the
3 22nd, you testified that Joe was given a specific
4 job on the 22nd, and we know from this schedule
5 that it would be the low boy, is that right?

6 A. Yes, sir.

7 Q. And that there was some jockeying back and forth
8 of different trailers, correct?

9 A. Yes.

10 Q. And you said it was around 12:30 or 1:00 o'clock
11 that he actually got out of the garage and picked
12 up a coil rack and had the truck weighed and went
13 to his assignment location to actually move the
14 material he was supposed to move?

15 A. Yes, sir.

16 Q. And then later on you said you put Danny Clark on
17 an extra turn to finish this work?

18 A. On the afternoon turn, yes, sir.

19 Q. I assume Danny would have gotten that because of
20 overtime eligibility?

21 A. Wherever, yeah.

22 Q. You said that you investigated that delay, if you
23 will — and that's my word, not yours, so you
24 change it if you want to — you said you

25 investigated that situation and had a conversation

1 with Joe, and Joe didn't deny what happened, is
2 that right?

3 A. Not that day.

4 Q. Okay, that's what I wanted to clear up. You
5 didn't speak to Joe on the 22nd?

6 A. Just in the morning, sir.

7 Q. No, about this delay.

8 A. No, no, not at that time, no, sir.

9 Q. Your conversation with him came later, is that
10 right?

11 A. Yes, sir, it did.

12 Q. And when was that?

13 A. Which would have been the 23rd.

14 Q. And when you had this conversation with him, you
15 already told us that at one point you called in
16 Mr. Vensel?

17 A. Yes.

18 Q. Another supervisor?

19 A. Right.

20 Q. And you called in Sam Oday, a security person?

21 A. Right.

22 Q. But were there any other people with Mr. Myers,
23 any union people?

24 A. Yes, Don Monteleone and Andy Hahn.

25 Q. And they were present with Mr. Myers throughout

1 your conversations with him?
 2 A. Both were there for the initial. When I came back
 3 out with Mr. Vensel and Mr. Oday, I believe Don
 4 had left. I think it was just Andy that was
 5 there, if I'm not mistaken.
 6 Q. Is Don here today?
 7 A. Yes, sir, he is.
 8 Q. Is Andy here today?
 9 A. No, sir, he is not.
 10 Q. After you had your conversation with Joe on the
 11 23rd, you suspended him subject to discharge, is
 12 that right?
 13 A. I informed him that I wanted him to go home until
 14 we could have an investigatory meeting.
 15 Q. I'm sorry, I didn't mean to short circuit. You
 16 sent him home?
 17 A. Yes.
 18 Q. And then you had an investigatory meeting?
 19 A. Yes.
 20 Q. And you suspended him five days subject to
 21 discharge?
 22 A. Yes.
 23 Q. And that's something that had to be reviewed at
 24 Mr. Myers' request by Mr. Seyler and Mr. Gonce at
 25 different steps?

1 A. Yes, sir.
 2 Q. Now, Ed, in your conversations with Joe — or your
 3 conversation with Joe on the 23rd, was he
 4 respectful to you?
 5 A. Yes, sir.
 6 Q. I mean, he wasn't obstreperous or acting up or
 7 threatening?
 8 A. No, sir.
 9 Q. You didn't call a security guard because Joe was
 10 misbehaving or throwing things or scared you or
 11 anything like that?
 12 A. No, sir.
 13 Q. Why did you call a security guard?
 14 A. Because I was going — I knew with what Joe had
 15 already told me that he was not going to do as I
 16 had instructed and follow my orders for hauling of
 17 that day, so I knew he was going to have to be
 18 exited.
 19 Q. And the protocol is or what's supposed to happen
 20 is you call the security people to take somebody
 21 out, is that right?
 22 A. Yes, sir.
 23 Q. Even if they are behaving very well and there is
 24 not the slightest concern that they are going to
 25 cause any trouble?

1 A. Well, it is just standard procedure.
 2 Q. Right. So if you and I got into a discussion over
 3 in the mill and you thought that I should leave
 4 your area, you wouldn't take me by the hand and
 5 lead me out or tell me to go, you would call
 6 security and ask them to escort me?
 7 A. Yes.
 8 Q. So it is not unusual for you to do that in Joe's
 9 case?
 10 A. Right.
 11 Q. Now, how was he when he was working for you for
 12 just a little over a year from March of 2000 to
 13 March of 2001? I mean, did you get along with
 14 him?
 15 A. I guess the same as I did everybody else, yeah.
 16 Q. He wasn't a troublemaker, was he?
 17 A. I wouldn't say a troublemaker, no.
 18 Q. Would you say he was more of a gadfly about this
 19 issue?
 20 A. He was very adamant about this issue, very
 21 adamant.
 22 Q. I think Mr. Haggerty in his opening remarks said
 23 that Joe just wouldn't let it go, is that right?
 24 A. Yes, sir.
 25 Q. But he was concerned about the safety of hauling

1 over what he considered to be the legal or CDL
 2 limit, is that right?
 3 A. Yes.
 4 Q. And he was concerned about hauling something that
 5 wasn't chained down?
 6 A. Yes.
 7 Q. Now, the company has made reference to, and I
 8 think you did in your testimony actually, about an
 9 accident or an incident earlier in Joe's career,
 10 three years ago?
 11 A. Yes.
 12 Q. And that was an overturned truck, is that right?
 13 A. Yes, sir, it was.
 14 Q. And he was cited for not having something tied
 15 down, is that right?
 16 A. Yes, sir.
 17 Q. It was a pinion gear?
 18 A. Pinion gear, yes.
 19 Q. We're not talking about an electrical steel coil?
 20 A. No, sir, it was a pinion gear from the Hot Mill.
 21 Q. And his truck actually went over on its side?
 22 A. Yes, it did.
 23 Q. And he was given a warning about that, wasn't he?
 24 A. Yes.
 25 Q. And I think that's an exhibit that the company has

1 already put in. I mean, he wasn't suspended or
 2 anything, he was given a warning?
 3 A. Yes.
 4 Q. Do you know if Joe made some safety suggestions at
 5 that point about how that accident could have been
 6 avoided in his instance and could be avoided for
 7 other people in the future after that accident?
 8 A. I'm not sure what all or who all he may have
 9 talked to in regards to that.
 10 Q. But you weren't his supervisor then?
 11 A. Not at the time of that incident, no, sir, I was
 12 not.
 13 Q. In the conversations you had with Joe after you
 14 took over as his supervisor and he brought up this
 15 issue of hauling over the limit and chaining down,
 16 did he give you any indication that the accident
 17 that he had in June of 1998 when his truck turned
 18 over was playing on his mind and formed part of
 19 his concern for safety?
 20 A. I won't say that he put it that way. He was upset
 21 that he had received the warning, and he told me
 22 he had talked with Mr. Ayres about that and that
 23 he didn't think it was right that he had received
 24 a form of discipline for that.
 25 Q. Which was a warning?

1 A. Yes, sir.
 2 Q. He didn't grieve that, did he?
 3 A. No, sir.
 4 Q. We're going to hand out Union Exhibit No. 6.
 5 Would you take a look at that.
 6 MR. MURTAGH: I believe these,
 7 Mr. Haggerty, were documents identified by the
 8 company as 7(ee) in the grievance record.
 9 MR. HAGGERTY: That's correct.
 10 BY MR. MURTAGH:
 11 Q. Have you seen those pictures before?
 12 A. Yes, sir.
 13 Q. That's Joe's truck on its side, is that right?
 14 A. Yes, sir.
 15 Q. And there was a pinion gear that caused that truck
 16 to slide over on its right-hand side?
 17 A. Yes, sir.
 18 Q. As you're sitting in the cab?
 19 A. Right.
 20 Q. And Joe wasn't hurt?
 21 A. No, sir. Shaken up, I believe, but not hurt.
 22 Q. I would be, too.
 23 A. Yeah.
 24 MR. HAGGERTY: Jack, this relates
 25 to the 1998 incident, correct?

1 MR. MURTAGH: June of 1998, and I
 2 think that relates to, what is it, Company 3 that
 3 you handed out before?
 4 MR. HAGGERTY: Yes.
 5 BY MR. MURTAGH:
 6 Q. This wasn't a weight accident or incident, this
 7 was a securing incident?
 8 A. Yes, sir.
 9 Q. I'm going to hand you what we're marking as
 10 Union Exhibit 7 and ask you to look at that.
 11 MR. HAGGERTY: With regard to this
 12 exhibit, Mr. Arbitrator, I would first note that
 13 on the cover it shows a date of July 2001, which
 14 is just last month, and would be four months after
 15 the incident involving this case.
 16 MR. MURTAGH: We agree it says
 17 July 2001 on it. However, if we go into it, we're
 18 going to see that the documents were issued in
 19 April of 2001, and the reference table will
 20 indicate that they have been prepared prior to the
 21 time of the discharge here on March 23, 2001. We
 22 recognize that it says July, but we're going to
 23 ask the witness, since his name appears on it, to
 24 explain the chronology, which we think we
 25 understand, indicating that these documents that

1 we're concerned with herein were issued prior to
 2 the discharge of the grievant, if we may explore
 3 that.
 4 ARBITRATOR DEAN: That sounds
 5 acceptable.
 6 BY MR. MURTAGH:
 7 Q. Ed, do you recognize the document?
 8 A. Yeah. This is a Monthly Safety Packet.
 9 Q. And your name is on the front, is that right?
 10 A. Yeah.
 11 Q. And it is dated July 2001 on the first page,
 12 right?
 13 A. Yes, sir.
 14 Q. It talks about -- if we flip to the second page,
 15 it gives a table of contents?
 16 A. Yes, sir.
 17 Q. And this has a lot of safety information that you
 18 were, through your foreman and supervisors
 19 underneath you, going to get out to the men and
 20 the women who worked in your department, is that
 21 right?
 22 A. Yes, sir.
 23 Q. And a lot of information is contained in here, and
 24 if we go to the back, even magazine articles and
 25 things like that, isn't that right?

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- 1 A. Yes, sir.
 2 Q. And I'm not concerned with that right now. I want
 3 to focus your attention on something earlier.
 4 Would you look at, it says qualifications -- this
 5 is the third physical page, right after the table
 6 of contents. I'm counting the cover there. It is
 7 marked at the bottom right-hand corner 2 of 10.
 8 Do you see that?
 9 A. Yes.
 10 Q. Qualifications for operators of mobile equipment,
 11 is that right?
 12 A. Uh-huh.
 13 Q. And then it says Procedure No. SHSP-0035-28. What
 14 is SHSP?
 15 A. Safety and Health Standard Procedures.
 16 Q. And it says effective 4-10-01?
 17 A. That was probably the revision date for changing
 18 it from Armco to AK.
 19 Q. Okay.
 20 A. Or from the previous works manager to the new
 21 works manager, I would guess.
 22 Q. Okay. And it talks about, if you look at it, it
 23 goes through a number of different pages, all
 24 relating to qualifications for operators of mobile
 25 equipment, is that right?

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- 1 A. Uh-huh, yes, sir, it does.
 2 Q. And it has different paragraph numbers?
 3 A. Yes.
 4 Q. I want you to go to the page that's marked 4 of
 5 10.
 6 A. Yes, sir.
 7 Q. And I want you to look at paragraph 2.9. Would
 8 you read along with me: "Operators shall operate
 9 their vehicles in strict conformance with all the
 10 provisions of the State Motor Code, both inside
 11 and outside the plant, paying particular attention
 12 to the regulations covering:" and then it talks
 13 about seat belts, stop signs, speeding, reckless
 14 driving, overloading, and condition of vehicle.
 15 MR. HAGGERTY: Jack, can we again
 16 stipulate that the underlying was supplied by the
 17 union?
 18 MR. MURTAGH: Yes.
 19 BY MR. MURTAGH:
 20 Q. Is that what it says?
 21 A. Yes, sir.
 22 Q. So it is both inside and outside the plant, paying
 23 particular attention to, again, Paragraph 2.9.5,
 24 overloading?
 25 A. Yes.

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- 1 Q. Now, if we go to the pages marked 9 of 10 and 10
 2 of 10, we'll see the revision register.
 3 A. Yes.
 4 Q. And if we look through there, we can see and we
 5 can determine when 2.9 and 2.5 were last revised,
 6 is that right?
 7 A. Yes.
 8 Q. I since I couldn't find 2.9 and 2.95 on the
 9 revision registered, that would mean to me that
 10 they were in existence prior to the revision date
 11 of 4-10-01, is that right?
 12 A. I would say prior to -- or back when the document
 13 was originally written.
 14 Q. When it was an Armco document?
 15 A. Yes, sir.
 16 Q. Which would have been prior to March of 2001?
 17 A. Right.
 18 Q. Ed, at any time did you receive any
 19 instructions -- forgive my phraseology here -- to
 20 catch people in safety violations?
 21 A. I was told to -- that we all had to be more
 22 observant and look for those. I wasn't told to
 23 catch people.
 24 Q. That's why I said excuse my phraseology. Were you
 25 given any quota? Were you told you had to find an

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- 1 unsafe practice every week or month or day?
 2 A. No, sir, I was not told that.
 3 Q. Or shift?
 4 A. No, sir, I was not told that.
 5 Q. Do you know if other supervisors were?
 6 A. Possibly.
 7 Q. How about over in the Hot Mill?
 8 A. I don't know. I'm in the maintenance building. I
 9 don't know what all they -- other areas are doing.
 10 Q. Well, what possibly were you indicating by your
 11 answer? Did you know of other supervisors who
 12 were told to do that?
 13 A. I've seen documents where they were told.
 14 Q. To do what?
 15 A. To -- I can't quote it verbatim, but to be looking
 16 for unsafe conditions and unsafe behaviors and
 17 that they are to write them up.
 18 Q. But you weren't told that?
 19 A. No, sir.
 20 Q. And what you've accused Mr. Myers of here is not
 21 an unsafe action, it is an insubordinate action,
 22 is that right?
 23 A. Yes, sir.
 24 Q. Other than this dispute with Mr. Myers that you
 25 had over whether he could or should haul these

1 trailers loaded at or above the limit that we've
 2 talked about, did you find him to be an acceptable
 3 employee?
 4 A. He did his job.
 5 Q. Did you have any complaints about his job?
 6 A. No, not really.
 7 Q. And, Ed, where did you get your information that
 8 the CDL - I'm sorry, the state motor vehicle load
 9 limit of 73,280 pounds didn't apply in the plant?
 10 A. I had asked that question of safety for their
 11 input as to whether we were classified, because
 12 Joe had brought it up to me, as to whether we were
 13 classified as a public thoroughfare or not and did
 14 we have to abide by those weight restrictions, and
 15 they told me no, that we are private property.
 16 Q. Who did you talk to in safety, if you know?
 17 A. I talked to Bill.
 18 Q. Bill Smith?
 19 A. Yes.
 20 Q. Did you contact OSHA at all?
 21 A. No, sir, I did not.
 22 Q. Did you contact the Pennsylvania State Police?
 23 A. Personally, no, sir.
 24 Q. Did you contact the Pennsylvania Attorney
 25 General's Office?

1 1?
 2 A. He called.
 3 Q. That was Mr. Moskal?
 4 A. I believe it was, yes.
 5 Q. Did you talk to him?
 6 A. Somewhat, limited conversation.
 7 Q. Do you remember him asking you whether -- or what
 8 you would do if you were in Joe Myers' situation?
 9 A. I don't recall that, no, sir.
 10 Q. Do you remember if Joe himself asked you what you
 11 would do if you were in his situation?
 12 A. He may have. I don't recall.
 13 Q. Do you recall, on the day of March 23rd, you
 14 commenting to the -- do you need to stand up for a
 15 minute, Ed?
 16 A. That's all right, go ahead.
 17 Q. Do you recall commenting to the representatives or
 18 asking the representatives who were there with
 19 Joe, "Do you understand what I'm telling him?" or
 20 words to that effect?
 21 A. Yes, sir, I do.
 22 Q. Do you remember Joe then saying to the reps, "Do
 23 you agree with what he's telling me?" and you
 24 saying, "That's not what I'm asking"? Do you
 25 remember that exchange?

1 A. No, sir, I did not.
 2 Q. Or the Division of Motor Carrier Enforcement?
 3 A. No, sir.
 4 Q. Did you contact the United States Department of
 5 Transportation?
 6 A. No, sir.
 7 Q. Did you contact any attorney on your own?
 8 A. On my own, no, sir, I did not.
 9 Q. So you were relying on information provided to you
 10 by the company?
 11 A. Yes, sir.
 12 Q. And the safety department particularly, Bill
 13 Smith?
 14 A. Safety department and IR, industrial relations.
 15 Q. Who did you talk to in IR?
 16 A. I did talk with Mike Seyler and I believe Bob
 17 Newcombe.
 18 MR. MURTAGH: Mr. Arbitrator,
 19 could I have just a moment, please?
 20 ARBITRATOR DEAN: Certainly.
 21 (Brief pause.)
 22 BY MR. MURTAGH:
 23 Q. Ed, did you have a conversation with the attorney
 24 for Mr. Myers who had written the letter that's
 25 been introduced, I think it is Union Exhibit No.

1 A. Yes.
 2 Q. And so the reps didn't get to answer, is that
 3 right?
 4 A. The rep at that time, I believe, was Andy Hahn. I
 5 don't believe there was another rep there.
 6 Q. Andy said he understood what you were saying to
 7 Joe, right?
 8 A. Uh-huh.
 9 Q. Say yes or no.
 10 A. Yes.
 11 Q. But he didn't say he agreed with what you were
 12 telling Joe, is that right?
 13 A. No, he did not.
 14 Q. Thank you, sir.
 15 REDIRECT EXAMINATION
 16 BY MR. HAGGERTY:
 17 Q. Ed, I'm showing you what will be marked as
 18 Company 6. Can you identify that document for us?
 19 A. Yes. That is a JSHA for the intraplant hauling of
 20 electrical steels.
 21 Q. Now, looking at the fourth page, what iteration of
 22 this document is it?
 23 A. That is the revision register.
 24 Q. And what's the last revision date on there?
 25 A. 2-14-01.

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1 Q. Looking at Company 5, what's the last revision
2 date on Company 5?
3 A. 3-21-01.
4 Q. Now, on February 14th, 2001, what was the revision
5 that was made?
6 A. Revision to Item 1C.
7 Q. Item 1C is on the first page?
8 A. Right.
9 Q. What I want to do is call your attention to the
10 note on page 3. Are there any notes on this
11 version of the JSHA?
12 A. Just the one.
13 Q. And what does that read?
14 A. It says, "Do not exceed weight capacity of
15 trailers. CRNO trailer is 60 ton and Hilltop
16 trailer is 45 ton."
17 Q. Would that note have existed when this document
18 was first published on 2-1-01?
19 A. Yes.
20 Q. Just a couple of clean-up items. In your
21 testimony, you mentioned the grievant not being
22 allowed to regress from the Zone 7 job.
23 A. Yes.
24 Q. From your experience in the plant, is regression
25 ever allowed?

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1 A. No. The only way to regress is through another
2 bid, to move somewhere else.
3 Q. And does the union challenge that position?
4 A. Never to me. Never have I had it challenged.
5 Q. There was an exhibit offered by the union marked
6 as Union 3, this document that has Rich Bofinger's
7 name on it.
8 A. Yes, sir.
9 Q. Is Bofinger still working for the company?
10 A. No, sir, he has retired.
11 Q. Was the document, Union Exhibit 3, was this
12 document posted at the time of the incident
13 involved in this grievance?
14 A. I believe some of the trucks still had those in
15 it.
16 Q. Now, you said that this notice applied to moves to
17 Plant 2.
18 A. Yes, sir.
19 Q. What's the difference between moves to Plant 2 and
20 moves within Plant 1?
21 A. Well, within Plant 1, you're not leaving the
22 confinement of the plant. Going to Plant 2, you
23 have to go out onto Hansen Avenue, Armco Drive,
24 and Bantam Avenue to get there.
25 Q. And finally, Ed, the pictures that are contained

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1 in Union Exhibit 6, did the move involved in
2 Union Exhibit 6 involve the movement of the
3 electrical coils?
4 A. No, sir, that was a pinion gear that was coming
5 out of the machine shop going to the Hot Mill.
6 Q. Is the trailer that's shown in Union 6, is this
7 one of these V-shaped trough trailers that are
8 used for coils?
9 A. No, sir, that's a stake truck.
10 Q. Finally, Union Exhibit 7, the Monthly Safety
11 Packet, who prepared that packet of material?
12 A. That's put out monthly by the safety department.
13 Q. Did you prepare this packet of material?
14 A. No, sir, I did not. My name is on it because it
15 is mailed to me.
16 Q. Now, Mr. Tasse, from your dealings with
17 Mr. Myers, was there any possibility that he did
18 not understand that the company's requirement for
19 loads hauled within the plant was to go by the
20 load capacity of the trailer?
21 A. He was well aware of that.
22 Q. From your interactions with Mr. Myers, in your
23 opinion, is there any possibility that he did not
24 understand that the requirement for the movement
25 of electrical coils was to not chain those coils

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1 down?
2 A. He was aware of that also.
3 MR. HAGGERTY: That's all I have.
4 RE-CROSS-EXAMINATION
5 BY MR. MURTAGH:
6 Q. Ed, I'm sorry, that prompts a few more questions.
7 Do you need to stand up?
8 A. No, go right ahead.
9 Q. We're going to hand out Union Exhibit 8 and 9,
10 because Jim just asked you about the pictures for
11 the stake truck that was involved in the accident
12 in June of 1998. Would you look at Union Exhibits
13 8 and 9, they are diagrams of trailers, and tell
14 us if those are the V-trough trailers you're
15 talking about that are involved here in this
16 matter today?
17 A. No. 8 is.
18 Q. No. 8 is which one?
19 A. No. 8 is the CRNO trailer today.
20 Q. Okay.
21 A. No. 9 is the trailer that No. 8 replaced.
22 Q. Right. So when you were talking about
23 Mr. Bofinger's notice that Mr. Haggerty asked you
24 about, No. 9 would be the old one?
25 A. Yes, sir.

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1 Q. And No. 8 would be the new one that was involved
 2 in Joe's situation?
 3 A. Yes, sir.
 4 Q. You talked a little bit about CDL's, all your
 5 truck drivers at Class 7 or above, they are CDL
 6 qualified, licensed?
 7 A. All the drivers are CDL.
 8 Q. Whether they go in or out of the plant, aren't
 9 they? I mean, you don't make a distinction for
 10 somebody who just stays within the plant, do you?
 11 A. No, sir.
 12 Q. So if Joe lost his driver's license, you wouldn't
 13 let him drive a truck anymore?
 14 A. No, sir.
 15 Q. Is that right?
 16 A. No, sir.
 17 Q. That's right or --
 18 A. That's correct.
 19 Q. Even the person who moves the trucks when they
 20 have to be washed and cleaned and serviced, that
 21 person is CDL qualified as well?
 22 A. Yes.
 23 Q. Even though you're not going out on Hansen or
 24 Bantam or any other street?
 25 A. Yes, sir.

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1 Q. Thank you, Ed.
 2 MR. HAGGERTY: No redirect.
 3 ARBITRATOR DEAN: Thank you.
 4 (Witness excused.)
 5 MR. HAGGERTY: Can we take a
 6 break?
 7 ARBITRATOR DEAN: Let's go off the
 8 record for a moment.
 9 (Discussion was held off the
 10 record.)
 11 ARBITRATOR DEAN: Who will be the
 12 next witness for the company?
 13 MR. HAGGERTY: For the company, --
 14 we'll provide you the copies of Company Exhibit 6
 15 that was just testified to by Mr. Tassej.
 16 ARBITRATOR DEAN: All right.
 17 MR. HAGGERTY: And I would also
 18 propose to enter excerpts from the Pennsylvania
 19 Motor Vehicle Code that were listed in the
 20 grievance record by the company and excerpts from
 21 the Code of Federal Regulations pertaining to the
 22 federal motor carrier safety regulations which
 23 were listed by the union as an exhibit. We would
 24 offer those as Company Exhibits 7 and 8 just to
 25 provide some background information on the Motor

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1 Vehicle Code and what I'll loosely call commercial
 2 driver's license requirements.
 3 ARBITRATOR DEAN: Okay.
 4 MR. HAGGERTY: And with that, the
 5 company rests its case in chief.
 6 ARBITRATOR DEAN: Does the union
 7 need a few minutes before it commences? Whatever
 8 your desires are in the matter.
 9 MR. MURTAGH: I think we can
 10 proceed if you would like to proceed now, sir.
 11 ARBITRATOR DEAN: Sure.
 12 MR. MURTAGH: If I could just see
 13 the company's exhibits here that they are just
 14 passing out.
 15 ARBITRATOR DEAN: Certainly. Let
 16 us know when you're ready to go.
 17 MR. MURTAGH: Can I just ask a
 18 question of the company? My Exhibit 8 seems to
 19 have some highlighting on there. Were they added
 20 by the company?
 21 MR. HAGGERTY: They were added by
 22 the company. Actually, they were added by me.
 23 Jack, we also have the added page to
 24 the grievance record where the additional exhibits
 25 were listed.

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1 Mr. Arbitrator, this was part of Joint
 2 Exhibit 4.
 3 MR. MURTAGH: The union reserved
 4 opening. The union would like to open at this
 5 time, sir.
 6 ARBITRATOR DEAN: Sure.
 7 MR. MURTAGH: Mr. Arbitrator, this
 8 is not a complicated case. This is, however, an
 9 extremely heartfelt and important case to the
 10 grievant, Joe Myers. As you have heard through
 11 the company's own witnesses today and the
 12 documents introduced into the record so far, this
 13 issue of weight limits for hauling within the
 14 plant has been one that has been of great concern
 15 to Mr. Myers and to the members of his family,
 16 very, very much so since he has been discharged,
 17 obviously, but prior to that time, especially from
 18 December through March of 2000 and 2001 and yet
 19 before that.
 20 You will hear in a few moments from the
 21 grievant himself, and then thereafter you will
 22 hear, as you graciously allowed by your ruling
 23 this morning, testimony briefly from his wife and
 24 his father, the conversations, discussions, fears
 25 that went through Mr. Myers' mind, as he

1 articulated for his wife and his dad, what he was
2 concerned about.

3 What you will hear from the grievant is
4 essentially this: That in June of 1998, when he
5 had the accident, fortunately without injury, the
6 rollover of the stake truck, the pictures of which
7 the union introduced as an exhibit, the discipline
8 concerning which the company introduced as an
9 exhibit, Joe had a heightened awareness, and I say
10 "heightened awareness" because he always had a
11 safety consciousness, but a heightened awareness
12 of the dangers involved in not securing loads and
13 also concomitantly with that with weight limit
14 issues.

15 Joe did assiduously try to seek and
16 obtain an answer from the company with respect to
17 the weight limits, if any, which were going to be
18 articulated by Armco, and later AK Steel, with
19 respect to the trailers that Mr. Tassej testified
20 about, the Hilltop trailer and the CRNO trailer,
21 both of which were acquired in the spring of 2000.
22 Joe's concern was prompted by his recognition that
23 as a licensed driver in the Commonwealth of
24 Pennsylvania and a holder of a CDL, he was
25 restricted by federal and state law to operating

1 safety program and now the AK safety program,
2 outside contractors, service personnel. There are
3 numerous opportunities for accident and incident
4 where any one of these people or more could be
5 hurt.

6 Joe was legitimately, sincerely
7 concerned about that. He was concerned that if
8 there was an accident and he had not acted
9 consistently with what he understood the CDL
10 regulations and the State Motor Vehicle Code
11 requirements to be, that he might not have
12 insurance coverage under Armco's blanket policies;
13 that he indeed might be charged with recklessly
14 endangering another person or operating a vehicle
15 in a reckless fashion and perhaps, in the worst
16 case scenario, with vehicular homicide if one of
17 these coils which was not secured came off a truck
18 and crushed someone or if an overweight truck lost
19 its brakes and could not stop before coming into
20 contact with a person or another vehicle
21 containing a person.

22 His sincere concern in this regard was
23 articulated to his wife, was articulated to his
24 father, and more importantly, in the context of
25 what the company did and didn't do, it was

1 his vehicles within certain parameters and
2 according to certain requirements. He also knew
3 from his CDL training course that just because
4 your employer tells you to do something, if it is
5 in violation of the law, that does not make it
6 okay and it doesn't give you any type of
7 indemnification or immunity or freedom from
8 prosecution or civil responsibility if you are
9 acting, quote-unquote, just following orders.

10 Joe was very concerned, conscious of
11 the potential for accidents involving overloaded
12 vehicles which could result in injury, which could
13 even result in a tragic situation in death,
14 because the Armco Plant and now the AK Plant is a
15 busy little city. It has miles and miles of
16 roadways. It has numerous buildings that trucks
17 traverse From point A to Point B to Point C and
18 back again on a basically constant basis, 24 hours
19 a day, seven days a week. Intermixed with our
20 plant personnel are outside contractors, service
21 persons. We have trucks. We have cars. We have
22 railroad trains. I think on one occasion we had a
23 helicopter, but we haven't had one of those for
24 about 15 years. All of this activity brings into
25 the mix people who are trained under the Armco

1 articulated to Mr. Ayres, it was articulated to
2 Mr. Smith, it was articulated to Mr. Tassej, it
3 was articulated to Mr. Gonce, it was articulated
4 to Mr. Seyler, it was articulated to Mr. Winter in
5 the HR department, it was articulated to
6 individuals at the corporate level, particularly
7 Mr. Wardrup and a few members of the corporate
8 hierarchy, and indeed the board of directors, as I
9 understand it. He sought advice. He sought
10 assurance. He sought a way out of this situation.

11 As Mr. Tassej indicated, there was a,
12 quote-unquote, disciplinary meeting on Decemb6f
13 of 2000, and from that point on until the March22
14 and 23 of 2001, fortunately for all concerned,
15 Mr. Myers, by virtue of seniority and assignment,
16 wasn't listed or scheduled to drive any of the
17 vehicles in question. But seeing the schedule,
18 seeing the work that was going to be performed
19 during the week ending the 24th of March 2001,
20 Mr. Myers realized, and everyone who worked with
21 him realized, and his supervisors realized, that
22 this issue might come to a head on Thursday and/or
23 Friday because of the fact that he was assigned to
24 the low boy and assigned to the CRNO trailer on
25 those days.

1 Mr. Myers will testify that the step-up
 2 indicated to him as early as Wednesday, knowing
 3 that he would be the step-up, that would be the
 4 relief supervisor on Friday, that if Mr. Myers had
 5 a problem operating that CRNO trailer, he should
 6 go directly to Mr. Ayres with it. Please don't
 7 involve the step-up, the temporary supervisor in
 8 it. Mr. Myers knew from the schedule that this
 9 was coming. Mr. Myers and his wife sat down, I
 10 think on the evening of March the 20th, and wrote
 11 that letter, which has been introduced as
 12 Union Exhibit No. 2, dated March 21, 2001,
 13 expressing not only Mr. Myers' immediate concerns
 14 but also other concerns about past activities,
 15 which are not particularly relevant here and we
 16 won't dwell on unless the company chooses to go
 17 into them.

18 What he was trying to do on March 20th,
 19 21st, 22nd, and 23rd was to get a recognition and
 20 an understanding that even though the company took
 21 the position there was no limit except what might
 22 be the safe limit imposed by the manufacturer on
 23 the weights that could be placed on these
 24 trailers, that Mr. Myers respectfully disagreed
 25 and had a reason to disagree, because as he

1 have been instances of people driving in, but
 2 security goes after them when that happens, and I
 3 think the company takes the position that their
 4 plant is private and nobody can drive through
 5 there except without permission, and we don't
 6 disagree with that. So for purposes of the
 7 Pennsylvania Motor Vehicle Code definition of a
 8 highway, we agree that the streets and the byways
 9 and the pathways and the cartage ways in the plant
 10 are not highways. We're not saying that there is
 11 any roadway in the plant that by definition is a
 12 highway or open to public travel under the
 13 definitional section of 75 Pennsylvania
 14 Consolidated Statutes Annotated, 101 and 102.

15 That does not end the issue, however,
 16 because the company cites to particularly 4901 and
 17 4941, the Pennsylvania statutes that say no
 18 vehicle shall, when operated upon a highway, have
 19 a gross weight exceeding 73,280 pounds, and no
 20 combination driven upon a highway shall have a
 21 gross weight exceeding 80,000 pounds, or the
 22 applicable weight set forth in Subsection (b),
 23 whichever is less, (b) or (c). 4901 says no
 24 vehicle combination or load, et cetera, et cetera,
 25 et cetera shall be operated or moved upon any

1 understood the Pennsylvania Motor Vehicle Code,
 2 and he's not an attorney, with those trailers
 3 being registered as they were, they were limited
 4 to 73,280 pounds. The company disagrees with
 5 that.

6 The company has just introduced
 7 Company Exhibit No. 7, a definitional section of
 8 75 Pennsylvania Consolidated Statutes Annotated,
 9 Section 102, and Section 4901, general scope and
 10 application of the chapter, and Section 4941,
 11 maximum gross weight of vehicles. I will have
 12 more to say about the Pennsylvania statutes cited
 13 and the ones that are not cited by the company in
 14 my brief, but suffice it to say, the company hangs
 15 its hat and makes its argument, and it does have
 16 the burden of proof here, on the allegation that
 17 the roadways in the plant are not highways open to
 18 the public for purposes of traffic under the
 19 Pennsylvania Motor Vehicle Code and, therefore,
 20 the provisions relating to weight restrictions do
 21 not apply.

22 The union has stipulated that the plant
 23 roadways are not highways within the Commonwealth
 24 of Pennsylvania, nor are they open to travel by
 25 the public. All the entrances are gated. There

1 highway in this Commonwealth unless permitted by
 2 this title.

3 What the company overlooks is Section
 4 4942, which we will have more to say about in our
 5 brief, but Section 4942 clearly indicates that you
 6 do not have to be concerned with operations on a
 7 highway, merely with operations of a registered
 8 vehicle. The company has conceded advertently, or
 9 inadvertently, but admitted it because it was
 10 true, that these two trailers are registered,
 11 these two trailers are permanently registered in
 12 the Commonwealth of Pennsylvania. They're new
 13 trailers, they have license plates, and that they
 14 are registered at 73,280 pounds; therefore, under
 15 Section 4942, it would be unlawful for any
 16 individual to operate these registered trailers
 17 with an excess weight above 73,280 pounds or the
 18 registered weight of the trailers, regardless of
 19 whether or not they were operated upon the
 20 highway.

21 We believe that is a complete defense
 22 to the company's charge of insubordination,
 23 because the company recognizes that it cannot ask
 24 an individual to commit an illegal act. The
 25 company cannot instruct an individual to commit an

1 illegal act. And the company's own documents
 2 state that the drivers are instructed to obey all
 3 legal limits, both with respect to loads and with
 4 respect to securing loads, both the weight of the
 5 loads and the securement of the loads.
 6 The company can't have it both ways.
 7 If the company suggests that there is no limit,
 8 then the company must establish that there is no
 9 limit. The company chooses to rely on Section
 10 4941; however, as I said, they ignore Section
 11 4942. Section 4942 is not restricted to
 12 operations on a highway but merely operations of
 13 registered trailers. These were registered
 14 trailers. These weights are, by admission of
 15 Mr. Tasse's testimony, in excess of the
 16 registered weight when they are operated in the
 17 plant and, therefore, it was illegal for Mr. Myers
 18 to operate them.
 19 Be that as it may, which we think is a
 20 complete defense to the charge of insubordination,
 21 we also believe that because Mr. Myers was
 22 terminated, and as you indicated this morning,
 23 every individual in that situation should have an
 24 opportunity to express to an arbitrator all the
 25 factors which are relevant, I think it is

1 important for you to hear from Mr. Myers as to
 2 what prompted him, what motivated him. And
 3 indeed, I think you'll see an individual who, as
 4 Mr. Tasse's testimony has indicated, was not confrontational,
 5 was not threatening, was not someone who was
 6 trying to make a monkey out of his bosses, but who
 7 had a sincere concern that what he was being asked
 8 to do would violate civil and/or criminal laws of
 9 the Commonwealth and expose him and his family to
 10 jeopardy.
 11 So we would like to present Mr. Myers,
 12 and then we would like to briefly present his wife
 13 and his father to explain his reasoning and his
 14 thinking as expressed to them, sir. If we may
 15 proceed?
 16 ARBITRATOR DEAN: Yes.
 17 (Witness previously sworn.)
 18 JOSEPH MYERS, the grievant herein,
 19 called in behalf of the Union, having been
 20 previously duly sworn, was examined and
 21 testified as follows:
 22 DIRECT EXAMINATION
 23 BY MR. HAGGERTY:
 24 Q. Joe, you remember you were sworn, right?
 25 A. Yes.

1 Q. So you have to keep your voice up. The court
 2 reporter has to hear you. The arbitrator has to
 3 hear you. People around the table have to hear
 4 you.
 5 A. Okay.
 6 Q. And we expect your testimony to be truthful.
 7 A. Yes.
 8 Q. Do you understand that?
 9 A. Yes.
 10 Q. Would you state your name for the record, please.
 11 A. Joe Myers.
 12 Q. And your check number?
 13 A. 14795.
 14 Q. Joe, how old are you?
 15 A. Thirty-nine.
 16 Q. Are you married?
 17 A. Yes.
 18 Q. What's your wife's name?
 19 A. Sherry.
 20 Q. Is she present here today?
 21 A. Yes, she is.
 22 Q. Is your dad also present?
 23 A. Yes.
 24 Q. What's his name?
 25 A. Jack.

1 Q. Do you have any children?
 2 A. Yes.
 3 Q. Who?
 4 A. Andrea and Alexis. Andrea is 15, and Alexis is
 5 12.
 6 Q. So they are both at home with you?
 7 A. Yes.
 8 Q. When did you first come to work at Armco, now AK
 9 Steel?
 10 A. 1984 of April.
 11 Q. And did you work consistently through until the
 12 time of your termination in -- well, technically
 13 April of this year?
 14 A. Yes.
 15 Q. And what were your assignments over those, I guess
 16 that would be, 16 or 17 years?
 17 A. I worked in the labor department. I worked out of
 18 the reserve section whenever I first was hired in,
 19 so you could have been scheduled anywhere. So I
 20 was in two aisle, labor. Then I took a crane bid
 21 in the Hot Mill for approximately ten years, bid
 22 into the Hot Mill production after that for about
 23 another couple of years, and then after that I had
 24 took a bid back in the labor section to attain a
 25 truck position.

- 1 Q. When did you attain a truck position?
 2 A. I should correct that. I went back to get a
 3 daylight position, and I wound up in trucks
 4 through that.
 5 Q. Okay.
 6 A. Approximately, I guess it was sometime in, I
 7 think, the spring of 2000 -- or was it 1999? I'm
 8 not sure right now whether it was 1999 or 2000.
 9 I'm not real sure.
 10 Q. Well, we know you had an accident with your truck
 11 in June of 1998, I believe that was.
 12 A. Yes.
 13 Q. So you must have been in the truck section then,
 14 right?
 15 A. Yes, yes. Sorry. With going all through this, my
 16 dates are getting all confused.
 17 Q. That's all right. Take your time and testify to
 18 the best of your recollection.
 19 A. I believe it was approximately in 1997.
 20 Q. Who was your supervisor?
 21 A. Rich Bofinger.
 22 Q. And then later on Mr. Tassey became your
 23 supervisor?
 24 A. Yes.
 25 Q. What kind of trucks did you operate when you went

- 1 into the labor trucks section?
 2 A. You started out being trained in crew cabs, which
 3 is a four-door pickup; the stake trucks; and then,
 4 you know, you trained up through into the
 5 tractor-trailers from there.
 6 Q. When you went into the labor truck section, did
 7 you have a CDL, a commercial driver's license?
 8 A. No, I did not.
 9 Q. How did you get one?
 10 A. That was one of the requirements whenever you took
 11 a truck bid, you had to get a CDL license.
 12 Q. How do you do that?
 13 A. You go through an application, just as well as
 14 your normal driver's license. The company trained
 15 you to do that through -- Jeff Stoner was the
 16 trainer in our truck section at the time and then
 17 trained numerous people other than myself. They
 18 took you through the plant, you know, driving the
 19 vehicles and training you on the tractor-trailer,
 20 all the vehicles, pickups, tractor-trailers, stake
 21 trucks.
 22 Q. Is there a test?
 23 A. Yes.
 24 Q. Where do you take the test?
 25 A. At the Pennsylvania driver's center.

- 1 Q. And what vehicle do you use to take the test?
 2 A. I had to take a test in the passenger bus, stake
 3 truck, and a tractor-trailer.
 4 Q. And did you do that?
 5 A. Yes.
 6 Q. Did you pass?
 7 A. Yes.
 8 Q. And when you passed, were you then able to drive
 9 these vehicles for the company?
 10 A. Yes.
 11 Q. And when you drove, were you restricted to the
 12 plant, meaning the main plant, or did you also go
 13 to and from Plant 2?
 14 A. Yes, to and from Plant 2 as well.
 15 Q. But there were some vehicles, as Mr. Tassey has
 16 testified to, that were restricted to use in the
 17 main plant, is that right?
 18 A. Yes.
 19 Q. And those would be, after they were purchased in
 20 early 2000 of last year, March of last year, this
 21 CRNO trailer and the Hilltop trailer?
 22 A. Yes.
 23 Q. They didn't go out on the street?
 24 A. No.
 25 Q. But as Mr. Tassey has indicated, they have license

- 1 plates?
 2 A. Yes.
 3 Q. I want you to start, if you would, back at the
 4 time you had that accident in June of 1998, and
 5 tell me about your concern for safety and your own
 6 individual responsibilities as you understood them
 7 as a CDL licensed driver.
 8 A. Okay. In 1998, at that time it was still Armco,
 9 and a lot of the safety issues weren't as
 10 stringent as they are today. AK has a zero
 11 tolerance policy. You know, there are just no
 12 grey areas. It is either right or wrong. In
 13 1998, as I stated, it was still Armco at the time
 14 whenever the truck had rolled over. After I
 15 climbed out of the truck, I was immediately taken
 16 down to the plant hospital to go through CDL
 17 regulation testing, Breathalyzer, blood and
 18 alcohol, you know, all the CDL regs.
 19 Then as the process went on, the
 20 investigation meeting and whatnot, you know,
 21 through the whole process I wound up getting a
 22 warning, a written warning, which stated continued
 23 behavior of this nature will lead up to and
 24 including discharge for not securing the load,
 25 which as the company had stated, no, I did not

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1 grieve that, because if I'm wrong, I'll take my
 2 licks. I don't have a problem if I'm wrong. My
 3 only concern was, at that time, was that I had
 4 stated that we had had instances where we're
 5 driving the tractor-trailers with not securing the
 6 loads and we're not allowed to chain them down. I
 7 couldn't understand why there was two standards
 8 there, because they had said I was under CDL
 9 regulations whenever the truck had rolled over.
 10 Q. And that was in the plant?
 11 A. In the plant, and I was not traveling outside the
 12 plant that particular day.
 13 Q. So you mentioned you were sent down for a required
 14 drug and alcohol test after this. I assume you
 15 passed those.
 16 A. Yes.
 17 Q. You didn't have any drugs or alcohol in your
 18 system?
 19 A. No, I did not.
 20 Q. That's routine after an accident for CDL?
 21 A. With a CDL, yes. Any other type of accident, it
 22 is just a urine test. It doesn't go through the
 23 whole situation like that, which led me more to
 24 believe that they were even ensuring that the CDL
 25 was more of a requirement.

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1 At that time, I had asked them -- during the
 2 course of that accident, through the investigation
 3 meetings, I had discovered that there was another
 4 truck driver that had lost a coil off one of the
 5 coil trucks. There was three other gentlemen that
 6 had the same incident happen with the same pinion
 7 gear that I did, and I asked Tom Ayres, which is
 8 Ed Tasse's supervisor, which would have been Rich
 9 Bofinger's at that time, his supervisor, I asked
 10 him, I said well, why don't we take -- I've
 11 already got my letter, I've already got the
 12 discipline, why don't we take a copy of those
 13 letters to make it safer and make an attached copy
 14 to put on that piece of pinion gear so it doesn't
 15 happen again. I said obviously, there is a
 16 deceiving factor with that. The answer was I was
 17 bound by CDL; I did not secure the load. Again,
 18 under Armco, there was situations where, you know,
 19 they weren't like they are today. I mean, AK has
 20 policies, and I don't have a problem with that,
 21 but you're going to do what we tell you to do now.
 22 Before, it wasn't that way under Armco.
 23 So after that incident, and I questioned Ed
 24 about that as well, we'd had conversations like he
 25 had stated about that issue, and he didn't even

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1 totally agree with the situation because of the
 2 dual standard there.
 3 Q. When you say "Ed," you mean Ed Tasse's?
 4 A. Ed Tasse's, yes. As I went on, it just seemed once
 5 AK acquired the plant, the restrictions became
 6 very, very stringent and there was, again, like I
 7 said, there was zero tolerance, and in July of
 8 2000, I was written up for not coding and
 9 derailing and received a three-day suspension.
 10 Q. When was that, Joe?
 11 A. July of 2000.
 12 Q. Wasn't that right after the new AK safety
 13 standards, if you will, or policy went into
 14 effect?
 15 A. Yes.
 16 Q. Was that about the time Mr. Seyler was talking
 17 about this morning when he said he had a meeting
 18 that you attended?
 19 A. Yes.
 20 Q. And wasn't it told to everybody at those meetings
 21 here is the new plan, this is what we're going to
 22 do, and by the way, we're going to do zero
 23 tolerance from this point on?
 24 A. Exactly.
 25 Q. Is that what you were referring to about no grey

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1 areas?
 2 A. Right.
 3 Q. Black or white?
 4 A. Right.
 5 Q. I'm sorry, pick up again.
 6 A. And again, as they stated, I didn't file a
 7 grievance on that, because I told them, if I'm
 8 wrong, I don't have a problem with that. At that
 9 time, though, I was not the only one that did not
 10 use the code and derail. I was not the only one
 11 in danger, but I was the only one -- there was
 12 about seven of us. I was the only one that got
 13 time off. So again, my question was, why was I
 14 the only one.
 15 And I talked to Ed Tasse's about that
 16 situation, and he even stated that he had asked
 17 the same question and he was told that's the way
 18 it was going to be, I was the only one that got
 19 time off. So that even further concluded to me
 20 that the CDL situation was a very serious
 21 situation; that if something did happen, AK was
 22 not going to assume the responsibility, it was
 23 going to be totally on the driver.
 24 Q. So what did you do?
 25 A. I contacted OSHA. I contacted DOT. I contacted

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1 the state police. I contacted an attorney, my
2 attorney to which Ed stated earlier all the things
3 that transpired. He sent a letter. I was told by
4 OSHA and DOT that it is a very grey area, and if
5 something does happen, you could be putting
6 yourself in jeopardy, and they felt that I had a
7 very legitimate concern. I contacted -- I looked
8 in the glove compartment of one of the trucks and
9 found out the name of the insurance company for AK
10 was Hartford Casualty Insurance, so I called that
11 company.

12 MR. HAGGERTY: I would just object
13 to the hearsay nature of all of this testimony,
14 about the contacts with OSHA and insurance
15 companies.

16 MR. MURTAGH: He hasn't said what
17 they said other than it is a grey area, but I
18 mean, he is entitled to recount what he did to
19 demonstrate what his inquiries were so that --

20 ARBITRATOR DEAN: He has firsthand
21 knowledge of that, sure.

22 MR. HAGGERTY: If you are putting
23 it in just for the truth that he made contacts,
24 I'm not objecting to that. I am objecting to him
25 relaying what they said back to him. That is

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1 hearsay.

2 MR. MURTAGH: I think you can
3 legitimately claim it is hearsay. I don't have a
4 problem with you making an objection. Just
5 remember the objection for the future so that when
6 the hearsay statements that Mr. Tassey made on
7 direct as to what Mr. Bofinger did in 1998 or
8 somebody else did in 1997, the next time you put a
9 witness on like that who tries to bring in a whole
10 panoply of testimony, we'll have to object for the
11 record, just so you understand that. It is going
12 to be sauce for the goose and the gander.

13 MR. HAGGERTY: Thank you for that.

14 Okay.

15 BY MR. MURTAGH:

16 Q. You can tell us what you did. Go ahead.

17 A. I contacted the insurance company, and I was told
18 that if there was not an indemnification, that
19 there was a very good chance that the driver would
20 not be covered under the insurance plan, which
21 again just led me more to believe that I wasn't
22 willing to take that chance. My most important
23 thing, even other than civil, was I didn't want to
24 go to jail.

25 Q. Why would you go to jail?

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1 A. Well, if someone was hit and there was a fatality
2 in that plant with one of those overloaded trucks,
3 I chose to get behind that wheel knowingly that it
4 was grossly overloaded and that I was not securing
5 the load, and I just, you know, after talking to
6 the attorneys, and that was even what the letter
7 from Dennis Moskal to the CEO, Dick Wardrup, and
8 Bill Gonce stated, that to indemnify the driver
9 because it was such a grey area of what could
10 happen. So those are the steps.

11 And I even asked on numerous occasions why
12 don't we bring DOT, bring OSHA in here, bring
13 corporate attorneys from AK, union attorneys to
14 get together and find out exactly what this
15 property is before a guy winds up in jail and has
16 to sit there waiting while everybody hashes out in
17 a court. To me, that guy is going to lose his
18 family for that many years. He is possibly going
19 to lose everything he has financially just
20 fighting the case.

21 Q. That guy might be you, is that what you're saying?

22 A. Exactly, exactly. Through conversations with my
23 dad and my wife, my wife and I chose that we were
24 not -- we couldn't take that responsibility, and
25 the company would not give a letter of

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1 indemnification, which in the Step III hearing,
2 Bill Gonce said the company would be crazy to give
3 a letter of indemnification, you know, because
4 what happens if somebody went out and was
5 negligent or reckless. And I said but you're
6 asking me to do the same thing, to assume your
7 liability, and I think it is a one-sided street
8 right now.

9 Q. Joe, let's back up. You had that conversation
10 with Mike Seyler in June or July on safety. You
11 told us about that. He said there were 35 or 40
12 people there and you raised a concern to him.

13 A. Correct.

14 Q. Ed Tassey has testified about a meeting in
15 December of 2000.

16 A. Yes.

17 Q. What was the conversation then with respect to
18 your concerns? What did you tell Ed at that
19 point?

20 A. I reiterated that I didn't want to go to jail. I
21 said if they said that -- I wanted to regress, and
22 he said, "You're not allowed to regress." I said,
23 "You can disqualify me," because I know
24 supervisors have disqualified people in the past,
25 and I said, "I'll go back to pickup and just run

1 pickup and the stake truck," because then I can do
2 that and there wouldn't be a problem. It would
3 alleviate everybody's position, even though I
4 still held that something needed to be done about
5 what the property was termed at, whether it was
6 private property, limited access, whatever the
7 case may be. Ed said that I was required to haul
8 the six coils, and I stated that the company has a
9 safety program. I said, "What is safer, six coils
10 or three coils?" I said, "If you're going up the
11 Hilltop hill and you lose power on your tractor
12 and you would start free-wheeling down the hill
13 and jackknife, what's better, to have three coils
14 running down the hill or six coils?" I said, "If
15 they are secured, there might be a chance that
16 they might stay attached to the trailer and not go
17 anywhere even if the trailer would flip over, or
18 strapped, chained or strapped, whatever."

19 To my knowledge, I believe that they used to
20 strap coils, those electrical coils at one time,
21 but they quit doing that process because they were
22 going through straps because it was cutting them.
23 They just didn't have a -- find a better way to
24 keep the straps from being cut on a constant
25 basis.

1 A. Yes.

2 Q. He said there were supposed to be ten coils but
3 one was lost. You didn't lose a coil, did you?

4 A. No.

5 Q. Would you just explain what he meant by "lost."

6 A. Sometimes, when a coil goes through a unit, it
7 rips apart and now that one big coil becomes two,
8 so that was what constituted a tenth coil. So
9 they either missed a part -- I believe, if I
10 recollect, I actually hauled three coils, three
11 coils, and four coils I think is how it was. So I
12 did haul all the steel that night. Now, they
13 might have lost it on the other end whenever it
14 was taken off, you know, they couldn't find the
15 other half of that single coil, but that's what
16 had happened.

17 Q. He wasn't saying you drove down a hill somewhere
18 and one bounced off and rolled away?

19 A. No, no.

20 Q. Let's go back to March now of 2001, the last week
21 that you worked here at the plant before you were
22 terminated. Mr. Tassej was talking about
23 March 22nd and how you were supposed to be out at
24 6:30 but nothing really happened until 12:30. Did
25 you hear that testimony?

1 Q. Joe, from December when you had that conversation
2 with Mr. Tassej until March, the week ending
3 March 24th, you by luck of the draw, so to speak,
4 weren't assigned to drive any of these heavy
5 trailers, were you?

6 A. No, I was not.

7 Q. I want to focus your attention on that week in
8 March, particularly the 22nd and 23rd of March.
9 You knew from the schedule that you were going to
10 be involved in driving these trailers on those
11 days?

12 A. Yes.

13 Q. Did you still have the same concerns that you
14 articulated to Mr. Seyler back in June of the
15 previous year or July of the previous year and
16 Mr. Tassej in December of 2000, did you have those
17 concerns in March?

18 A. Yes, even more so.

19 Q. You had had your attorney write a letter to the
20 company in the beginning of March. We've had that
21 introduced into evidence. Is that right?

22 A. Yes, I did.

23 Q. What were your concerns -- oh, there is one thing
24 I wanted to clear up. In Mr. Tassej's testimony
25 he was talking about the incident in December.

1 A. Yes.

2 Q. I want you to just briefly recount for the
3 arbitrator what you did that day with respect to
4 trailer movement and garage work.

5 A. Whenever you go out, you do your walk-around and
6 check the trailer out. The first trailer that I
7 had -- the first truck that I had gotten into,
8 there was brake lights that did not work. It
9 needed another chain. It didn't even have the two
10 chains that you need to even chain -- that they
11 even require you to use to chain down the roll
12 that I was going to haul that day. I brought it
13 in the truck garage --

14 Q. You are required to do this checklist before you
15 operate the truck, isn't that correct?

16 A. Correct, which is part of CDL regulations as well.

17 Q. Go ahead.

18 A. So I brought that truck in. The truck garage was
19 working on it. They said it was going to take
20 some time. Ed Tassej walked by at the time. I
21 asked him what he wanted me to do. I said this
22 truck -- you know, I listed to him all the
23 problems with the truck, and he said, "Well, if it
24 doesn't have backup lights or brake lights or tail
25 lights," he said, "you're not going to drive no

1 truck like that in here." If somebody would come
2 down the road and your brake lights don't work and
3 they slam into the back of you, which even
4 constituted more of my belief that they had more
5 in writing pressing the issue of the CDL
6 regulations, that that's what they were going to
7 press for.

8 I went out. He instructed me to go talk to
9 Dave Lawson, which I did. Once I contacted him, I
10 ended up getting another truck. I went through
11 the checklist on that again. I had a problem
12 with, I believe, a turn signal and some marker
13 lights, brought it in the truck garage. They
14 fixed it. I took it up to weigh it to make sure I
15 was going to be within the legal limit, found out
16 it was not going to be, come back, got another
17 truck, went through the same process, took it up,
18 weighed it, and from every indication, I was going
19 to be okay.

20 I took it down to the steel yard to pick up
21 the roll rack that I needed to set on the truck to
22 put the roll on, and through all of that, that's
23 why it took me so long to get down to do the job.
24 Once I did get down to the Cold Mill bearing shop
25 to pick up the rolls, the shop repairmen that were

1 were supposed to haul it above what you've
2 described as the CDL limits. Now, Mr. Haggerty
3 has made the point that CDL itself doesn't have
4 any limits, but the Pennsylvania Motor Vehicle
5 Code does, correct?

6 A. Correct, yes.

7 Q. Is Mr. Tassej right, that you understood what he
8 wanted you to do?

9 A. Yes.

10 Q. Did you say no, I'm not going to do that, or how
11 did you respond?

12 A. No. I stated to Mr. Tassej -- he said, "I'm
13 directing you to get in the truck," and I said, "I
14 told you I will haul according to CDL
15 regulations." I was not refusing to do the job,
16 and as it was stated earlier in December, I hauled
17 according to legal load limit that night and got
18 the job done.

19 Q. And that's what you were doing the day before,
20 Thursday, with the other job assignment, isn't
21 that right?

22 A. Yes.

23 Q. You found a trailer that would be within the legal
24 limits as you understood them?

25 A. Right.

1 in there that are supposed to load the rolls, they
2 were in a safety meeting. So the craneman and I
3 went ahead and loaded them ourselves. I went over
4 and hooked the cables up and put the rolls on and
5 continued to get the job done.

6 I believe I got approximately four rolls
7 hauled that day, and at about 25 after 2:00, which
8 the shift ends at 2:30, I headed back up to the
9 maintenance building to park the truck to head up
10 to go home. Again, I was never contacted by Ed,
11 Ed Tassej, in any way that there was a problem
12 that day, other than the conversation I had with
13 him earlier in the morning where he instructed me
14 not to drive a truck that was not legal. That day
15 ended and --

16 Q. You came out the next day to work again?

17 A. Correct.

18 Q. You never actually drove the truck the next day,
19 though?

20 A. No, I did not.

21 Q. Because you were escorted out of the plant?

22 A. Exactly.

23 Q. Ed said it was very clear to you, in his opinion,
24 that you were to drive that CRNO trailer on
25 March 23rd without securing the coils and that you

1 Q. You waited, and you took it out, and you with the
2 individual over there loaded that truck because
3 the other guys weren't available to do it?

4 A. Yes.

5 Q. Joe, let me ask you a question. You were lucky in
6 the sense that between December and March, you
7 didn't run into these assignments, is that right?

8 A. Yes.

9 Q. That's not completely true, though. Didn't you
10 get an assignment once that you traded with?

11 A. Yes. Mike DeFrancis, I'm not sure, it might have
12 been a month before that, I'm not sure, and he
13 agreed to trade with me, and at the end of the
14 day, I apologized to him, because I told him I was
15 putting you in the same position that I don't want
16 to be in or don't want any of us to be in. I said
17 if something would have happened to you, I said I
18 would never forgive myself if he would have went
19 to jail if something would have happened, and I
20 wouldn't trade after that. That's why I decided
21 that I had to just do what I had to do. The only
22 thing that I knew to do, because I tried to seek
23 every remedy that I knew through attorneys,
24 through the company, through outside agencies, and
25 I still don't know what else I could have done.

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- 1 Q. Well, the company is going to suggest to you that
2 on March 23rd, you should have filed a grievance
3 and then gotten in the truck and driven it.
4 A. Well, that would have been fine had on the 23rd or
5 any other time you go out and hit and kill
6 somebody and then you have to sit in jail for God
7 knows how long, if that's what takes place
8 criminally, until they sort out the mess. To me,
9 that's not worth it. Now I've lost my family for
10 however many years you're sitting in jail,
11 possibly going to lose everything you have
12 financially. It to me doesn't seem like a very
13 wise decision, and I even explained that to
14 Mr. Tasse, Mr. Gonce, everybody I talked to. I
15 said I've got two choices, I either haul according
16 to what you're telling me to do, and I said
17 possibly assume civil and criminal liability, or I
18 haul according to CDL. And I said from what I'm
19 understanding, you know, you're going to do what
20 you have to do, and this is what I figured was
21 probably going to wind up happening, but I didn't
22 know what else to do. I tried to seek out every
23 other remedy before that time.
24 Q. What about bidding out of the department?
25 A. I like to drive the truck and I would continue to

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- 1 like to drive the truck, but I cannot haul it
2 under those manners if I'm going to assume
3 liability and have the potential to do that
4 whenever — you know, if it is not a problem, I
5 guess I'm still not clear on why the company does
6 not want to indemnify a driver. I don't
7 understand.
8 Q. Do you think there was anything else you could
9 have done, Joe?
10 A. Nothing, nothing.
11 Q. Did you talk to your wife and to your dad about
12 this?
13 A. Yes.
14 Q. Did you receive counsel and ideas from them?
15 A. Yes. They felt that I really didn't have much of
16 a choice either. If you hit somebody, the
17 ramifications could cripple our family and then
18 I'm going to be out — I'm going to be possibly
19 sitting in jail and missing more of my family's
20 time, you know, the kids and wife. So to me,
21 there was no choice.
22 MR. MURTAGH: Cross-examine.
23 CROSS-EXAMINATION
24 BY MR. HAGGERTY:
25 Q. Mr. Myers, you said you bid into trucking sometime

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- 1 in 1997?
2 A. Yes.
3 Q. And the training or the process to get a CDL
4 license takes about 45 days, is that right?
5 A. Well, approximately. You are required to — the
6 bid states you have to obtain CDL within 45 days.
7 Q. And you did that?
8 A. Yes.
9 Q. Part of CDL would be to learn how to back up a
10 tractor-trailer?
11 A. Yes.
12 Q. Learn how to drive a tractor-trailer?
13 A. Yes.
14 Q. Learn how to drive all the other trucks in the
15 department?
16 A. Yes.
17 Q. So were you CDL licensed in 1997?
18 A. Yes. Like I said, whenever I was bid in, after I
19 went through the training, yes.
20 Q. Now, in 1997, 1998 and/or 1999, there were
21 occasions where you drove a tractor-trailer making
22 these electrical coil runs, weren't there?
23 A. Yes.
24 Q. You did that work for a while?
25 A. Yes. That was under Armco.

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- 1 Q. There were also occasions where you — and I'm
2 just talking about moves that are completely
3 within the plant, not outside the plant.
4 A. Yes.
5 Q. There were also occasions where you would have
6 hauled heavy, like, backup rolls or spindles where
7 the total weight of the vehicle plus the load
8 would have been in excess of 73,000 pounds?
9 A. Yes.
10 Q. To be more precise, 73,280 pounds.
11 A. Yes.
12 Q. In fact, part of the time that you were a truck
13 driver, you were also a union rep, right?
14 A. For about three months.
15 Q. Had you been a union rep in the department before
16 you bid into trucking?
17 A. No, I was not.
18 Q. So did you run in an election to be an elected
19 union rep?
20 A. Yes.
21 Q. But you only stayed a union rep for three months?
22 A. Yes.
23 Q. Now, as a union rep, you would go through certain
24 safety training as a union rep, wouldn't you?
25 A. I would not — I missed it, and they wouldn't

1 offer it to me again. The company refused to
 2 offer it again.
 3 Q. But you were only a union rep for three months?
 4 A. Correct.
 5 Q. Now, Mr. Tassey testified that from the time he
 6 became the supervisor directly responsible for the
 7 trucking department, from that time, you were
 8 complaining to him about the load limits and about
 9 the transportation of electrical steel without
 10 chaining, is that right?
 11 A. Yes.
 12 Q. And had you complained to his predecessor,
 13 Mr. Bofinger?
 14 A. Well, I don't know if you would call it
 15 complaining, but I was trying to find out, as I
 16 stated before, why did we wait this long before
 17 this happened, why didn't everybody get their
 18 heads together before this, before a situation
 19 like this took place. I guess I'm confused on why
 20 we don't want to get to the bottom of something
 21 before either somebody gets discharged or whatever
 22 the case may be.
 23 Q. But you weren't raising this issue back at least
 24 to the beginning of the year 2000, right?
 25 A. 1998, whenever the truck rolled over on me, is

1 whenever that issue started, yes.
 2 Q. So you started with when the truck rolled over?
 3 A. I brought that up at that time. Again, that was
 4 where it was still under Armco and the tolerance
 5 was not what it is today with AK with the zero
 6 tolerance.
 7 Q. Now, there is an obvious difference between the
 8 trailer that was involved on the truck that rolled
 9 over and the trailer that is used to haul
 10 electrical coils, isn't there?
 11 A. Yes.
 12 Q. And that is that the trailer that's used to haul
 13 electrical coils has this V design on it, this
 14 trough, to hold the coil, right?
 15 A. Yes, but my question would be then --
 16 Q. I'm sorry, my question was, there is a difference
 17 in the design of the two trailers?
 18 A. Yes.
 19 Q. And the trailer that had the spindle that rolled
 20 over did not have a trough on it?
 21 A. No, it did not.
 22 Q. And even though it didn't have a trough, you had
 23 not chained down that spindle, correct?
 24 A. No, I did not.
 25 Q. Now, even though you were raising this issue back

1 prior to -- you're saying back in 1998, you never
 2 filed a grievance and a grievance procedure saying
 3 you want a determination as to whether this is
 4 unsafe, correct?
 5 A. No, because talking to the union at that time, it
 6 was a tough thing of how to grieve or something
 7 had to happen. So where I'm at today is what
 8 transpired.
 9 Q. So you are saying even the union didn't encourage
 10 you to file a grievance on your issue?
 11 A. No. They were not opposed to the grievance, it is
 12 just -- you know, I went through all the process
 13 there. If you don't want to get together on
 14 something, how was I supposed to write up a
 15 grievance?
 16 Q. But you never did write up a grievance saying that
 17 this move is unsafe, correct?
 18 A. No, as far as filing an actual grievance, no, I
 19 did not. But I felt I did more than file a
 20 grievance by what I did.
 21 Q. On March 22nd, your assignment was to haul these
 22 backup rolls, is that correct?
 23 A. Yes.
 24 Q. Now, the first trailer you tried to use when you
 25 inspected it, lights were out and there were other

1 problems with that trailer, correct?
 2 A. That trailer is not able to be inspected, period.
 3 That's why they got new trailers. Those trailers
 4 are cracked so bad, I don't even know why they are
 5 using them now, to tell you the truth.
 6 Q. Well, you felt the trailer needed to be repaired,
 7 right?
 8 A. Correct.
 9 Q. And you put it in for repairs?
 10 A. Correct.
 11 Q. And you told Mr. Tassey you put it in for repairs?
 12 A. Correct.
 13 Q. And Mr. Tassey said that was fine?
 14 A. Yes.
 15 Q. But he also told you to go through is it the
 16 dispatcher, Lawson?
 17 A. Yes.
 18 Q. And get another tractor?
 19 A. Yes, which I did.
 20 Q. Well, you actually got a tractor and then took
 21 that tractor and trailer to a weigh station and
 22 weighed it, correct?
 23 A. Yes.
 24 Q. Because you wanted to get the total weight of that
 25 tractor and trailer and then add on the weight of

1 the backup roll to see if it exceeded
 2 73,280 pounds, right?
 3 A. Yes.
 4 Q. And when you weighed the first tractor and trailer
 5 and did the math, you concluded it would weigh
 6 more than 73,280 pounds?
 7 A. Yes.
 8 Q. So you went and got another trailer, is that
 9 right?
 10 A. Yes.
 11 Q. And you took that tractor and trailer and weighed
 12 it?
 13 A. Yes.
 14 Q. And again did the math?
 15 A. Yes.
 16 Q. And what, concluded it would not exceed the
 17 73,280 pounds?
 18 A. Yeah. I was going to be legal to haul those
 19 rolls.
 20 Q. Now, hauling of these backup rolls is not an
 21 unusual assignment for a truck driver at the
 22 Butler Plant, is it?
 23 A. No, they do that. Yes.
 24 Q. A lot of truck drivers do it?
 25 A. Yes.

1 Q. And you're the only truck driver who would have
 2 gone and weighed the tractor and weighed the
 3 trailer and did the math to see if it exceeded
 4 73,280 pounds?
 5 A. I don't know if I'm the only one who did that or
 6 not.
 7 Q. You don't know of anyone else who did, do you?
 8 A. Not personally, no.
 9 Q. And the backup roll did not exceed the designed
 10 weight capacity of the trailer, of either trailer
 11 you took over to weigh, did it?
 12 A. I'm sorry, repeat that, please.
 13 Q. The trailer that you were first -- the first
 14 trailer you took over to the weigh station, the
 15 design capacity of that trailer, that could haul
 16 more weight than a backup roll weighs, correct?
 17 A. No, because it is not even licensable right now.
 18 They can't even license it because the truck
 19 garage cannot even inspect that trailer anymore.
 20 Q. I'm not talking about the trailer you put in for
 21 repairs, I'm talking about the first trailer you
 22 took over to the weigh station to weigh.
 23 A. That was it, the one that was not inspectable.
 24 Q. Why did you take it over to the weigh station?
 25 A. That's why I -- I took it over -- as far as the

1 73,280, but that was my question whenever I even
 2 brought it back in. If you can't inspect the
 3 trailer, it shouldn't even be in service.
 4 Q. So you're saying you took the trailer over that
 5 you were going to refuse to work -- to use anyway?
 6 A. That was going to be my question once it got ready
 7 to roll, how can I use that trailer whenever they
 8 took it out of service from using to haul the
 9 coils.
 10 Q. So you were going to go through all of this
 11 weighing and then bring it back and say I can't
 12 use it anyway?
 13 A. I was doing my job to do the walk-around, yes.
 14 Q. But I guess you never got that far, because once
 15 you weighed that trailer, you decided that if you
 16 put a roll on that trailer plus the weight of the
 17 tractor, that the total weight would exceed
 18 73,280 pounds?
 19 A. Right.
 20 Q. So you went and got Trailer No. 2?
 21 A. Right.
 22 Q. And Trailer No. 2 is designed to hold more weight
 23 than the weight of a backup roll, correct?
 24 A. Designed to haul the -- repeat that, please.
 25 Q. It is designed to hold more pounds than a backup

1 roll weighs?
 2 A. I'm not sure I'm clear on your question there. As
 3 far as -- are you talking in regulation or --
 4 Q. I'm talking about the design of the trailer
 5 itself. A backup roll weighs about 27,000 pounds,
 6 correct?
 7 A. Yes, sir.
 8 Q. And the trailer that you used to haul backup rolls
 9 that day is designed to carry as much as 50 tons,
 10 isn't it? When you actually started hauling
 11 backup rolls on the 22nd, you were using a trailer
 12 that was designed by the manufacturer of that
 13 trailer to be able to hold more weight than
 14 27,000 pounds, is that correct?
 15 A. And that I cannot tell you, because I was going by
 16 the CDL. That's what I'm bound by, so I don't
 17 know what it is rated for.
 18 Q. Now, I think from your testimony, by all the back
 19 and forth with your weighing the trailers, and the
 20 first one didn't work for you and you weighed a
 21 second one, and once you were ready to go to work,
 22 people were in a safety meeting, you weren't able
 23 to actually start hauling rolls until about 12:30?
 24 MR. MURTAGH: Just object to the
 25 form of the question, "ready to go to work." He

1 had been at work and working for six hours at that
 2 point. You mean commenced his assignment to move
 3 the backup rolls.
 4 MR. HAGGERTY: He didn't start
 5 moving backup rolls until about 12:30.
 6 BY MR. HAGGERTY:
 7 Q. Did you?
 8 A. Yeah, 12:00, 12:30, in that timeframe.
 9 Q. Now, on the 23rd, your assignment was to move
 10 electrical coils on this new CRNO trailer,
 11 correct?
 12 A. Yes.
 13 Q. Now, there has been testimony in the company's
 14 case that that CRNO trailer runs three turns a
 15 day, seven days a week, correct?
 16 A. Yes.
 17 Q. And this is a move, not to be redundant, this same
 18 exact move that you were being asked to do on the
 19 day turn of March 23rd is a move that is done
 20 every day at the Butler Plant by a truck driver in
 21 your seniority?
 22 A. Yes.
 23 Q. And we mentioned the names of three individuals,
 24 Mr. Eagal, Mr. Crispen, and Mr. Clark, who are
 25 all, are or have been, union representatives who

1 Mr. Bofinger?
 2 A. I'm not sure. It was either him or Mr. Ayres, one
 3 or the other. I'm not sure.
 4 Q. Now, Mr. Bofinger would have been your immediate
 5 supervisor?
 6 A. Correct.
 7 Q. And Mr. Ayres is an area manager at the plant?
 8 A. Yeah. That would have been Rich Bofinger's
 9 supervisor.
 10 Q. Now, at that time, did Mr. Ayres report directly
 11 to the plant manager?
 12 A. I'm not sure what the chain of commands are there,
 13 to tell you the truth. I don't know.
 14 Q. But he was a high-level supervisor, manager in
 15 this plant?
 16 A. Yes.
 17 Q. Now, isn't it correct that both Mr. Bofinger and
 18 Mr. Ayres told you that this is the way we've
 19 always hauled electrical coils here in the plant?
 20 A. Yes.
 21 Q. And that the weight limits applicable on public
 22 roads don't apply within the plant?
 23 A. Yes.
 24 Q. And that we can't chain these electrical coils
 25 because it will damage the coil?

1 do that very same assignment, correct?
 2 A. Yes.
 3 Q. Have done that very same assignment?
 4 A. Yes.
 5 Q. And there are five or more other truck drivers in
 6 the seniority unit who do that same exact
 7 assignment?
 8 A. Yes.
 9 Q. Hauling the electrical coils on the CRNO trailer?
 10 A. Yes.
 11 Q. And they do it without chaining down the coils,
 12 correct?
 13 A. Yes.
 14 Q. And they do it loading the total tractor, trailer,
 15 and coils with loads that exceed 73,280 pounds?
 16 A. Yes.
 17 Q. And the design capacity of this CRNO trailer is
 18 130,000 pounds, isn't it?
 19 A. Yeah - like I said, I didn't concern myself with
 20 those weights because I was bound by CDL, so if
 21 that's what you say it is, then yes.
 22 Q. Let me go with you up kind of the chain of
 23 command. When you initially started raising this
 24 issue about the weight limits and the chaining of
 25 electrical coils, did you first raise it with

1 A. Yes.
 2 Q. And we have a specially designed trailer to haul
 3 the electrical coils in this V trough?
 4 A. Yes.
 5 Q. And that wasn't good enough for you?
 6 A. From the information I received outside, from
 7 attorney's advice and the DOT and OSHA, I didn't
 8 see how - I also asked them a question; so you're
 9 guaranteeing me if something happens, I'm not
 10 going to go to jail, and they couldn't do that.
 11 Q. But even though Mr. Ayres, who is a pretty big
 12 boss here, told you that's the way we do it,
 13 that's the way you have to do it, that wasn't good
 14 enough for you?
 15 A. No, I'm not saying that wasn't good enough for me.
 16 That's not what I'm saying at all. I'm looking
 17 out for my well being. You know, I can't afford
 18 to go to jail.
 19 Q. After Mr. Bofinger, you also made the same
 20 complaint to Mr. Tasse, correct?
 21 A. Yes.
 22 Q. And Mr. Ayres?
 23 A. Yes.
 24 Q. After going to them, you raised it with Mr. Smith
 25 and Mr. Seyler, correct, at this safety awareness

1 meeting?
 2 A. Yes, yes.
 3 Q. Now, this safety awareness meeting was before your
 4 discipline, correct?
 5 A. Yes, sir.
 6 Q. And at the time you raised this issue with
 7 Mr. Seyler, he was the highest ranking industrial
 8 relations rep at the Butler Plant, wasn't he?
 9 A. That I don't know. I'm not sure.
 10 Q. But he stood up in front of 25 or 30 people and
 11 said the way we haul electrical coils in this
 12 plant is in this V-trough truck without chaining
 13 them down, correct?
 14 A. Yes.
 15 Q. And that the weight limits under the Pennsylvania
 16 Motor Vehicle Code don't apply to hauls that are
 17 solely within the plant, correct?
 18 A. That's what they were saying, yes.
 19 Q. And he stood up in front of a room full of people
 20 and said that?
 21 A. Yes.
 22 Q. And Mr. Smith told you the same thing?
 23 A. Yes. But also the instructor that AK hired to do
 24 those week-long safety meetings had also stated to
 25 me that it was an issue that needed to be

1 did you?
 2 A. I went to superiors. I went through every command
 3 that I knew.
 4 Q. And you knew on March 23rd that the stand you were
 5 going to take that day was going to result in
 6 discipline of you, didn't you?
 7 A. Well, I didn't know what to expect. I was hoping
 8 maybe there would be some resolution.
 9 Q. But you thought it was going to result in
 10 discipline, didn't you?
 11 A. I did not know.
 12 Q. You also took your complaint to Mr. Gonce, right?
 13 A. Yes. I didn't take it to him; he called me in.
 14 Q. And Mr. Gonce works in the main office building
 15 for this plant?
 16 A. Yes.
 17 Q. Did you ever have a meeting with a company
 18 official in that building before?
 19 A. I don't recall if I did or not.
 20 Q. Mr. Gonce is a very high-ranking official at this
 21 plant, isn't he?
 22 A. Yes.
 23 Q. And Mr. Gonce told you very clearly again that you
 24 had to do the work the way it had been done over
 25 the years here at the Butler Plant, right?

1 addressed. That's why he had told me to talk to
 2 Mr. Seyler and Bill Smith.
 3 Q. And they addressed it, didn't they?
 4 A. But this --
 5 Q. But not to your satisfaction, right?
 6 A. Well, you know, I'm not an attorney, and neither
 7 were any of those fellows, and the legal advice
 8 that I was seeking, I just couldn't -- you know, I
 9 just didn't think it was the right thing to do.
 10 Q. So you didn't get the answer you were looking for
 11 from Smith or Seyler, right?
 12 A. No.
 13 Q. You were looking for them to agree with you, "Joe,
 14 you're right"?
 15 A. No, I was asking that we at that time -- and I
 16 believe even at that time I said why don't we get
 17 union attorneys, company attorneys, OSHA, DOT to
 18 try to determine what is the right thing to do.
 19 Q. As an employee and as a former union officer, you
 20 know that you're not able to resort to self-help
 21 when you have an issue, namely, refusing to do the
 22 job? You know that, right?
 23 A. No. We've been told in the past if you feel it is
 24 unsafe, you don't do the job.
 25 Q. You never filed a grievance saying it was unsafe,

1 A. Yes.
 2 Q. Now, Mr. Myers, this Job Safety and Health
 3 Analysis was entered into the record here --
 4 MR. MURTAGH: Which one is it?
 5 MR. HAGGERTY: This is No. 5,
 6 Company 5.
 7 BY MR. HAGGERTY:
 8 Q. This document was reviewed by Spell Foreman
 9 Horstman with you?
 10 A. It was not reviewed. He came to me and said this
 11 is what they're proposing to put on there. He
 12 asked my opinion of it, and I said the only thing
 13 that I see, the thing that was a problem there, is
 14 that they are not indemnifying the driver.
 15 Q. And what you're saying about being put on there,
 16 it would be Notes 2 and 3, is that correct?
 17 A. Yes.
 18 Q. Ed, the union also put into the record here this
 19 Monthly Safety Packet dated July 21?
 20 A. Yes.
 21 Q. Now, obviously, this packet wasn't published prior
 22 to March 22nd and 23rd, correct?
 23 A. Right.
 24 Q. And the safety and health standard procedure that
 25 is included in here, you never, prior to March 22

1 or 23 of 2001, took this procedure to Mr. Ayres or
 2 Mr. Tassely or Mr. Smith, did you?
 3 A. No, because I never had it, no.
 4 Q. You didn't even know it existed?
 5 A. Not unless we had had it in a previous book like
 6 that and I just had forgotten about it. I don't
 7 know if I seen it prior to that or not, to tell
 8 you the truth.
 9 Q. Now, this -- these two incidents occurred on
 10 Thursday, March 22nd, and Friday, March 23rd,
 11 correct?
 12 A. Correct.
 13 Q. Now, on the preceding Wednesday, Wednesday,
 14 March 21, you met with Tom Ayres, correct?
 15 A. Yes.
 16 Q. And at that meeting, isn't it correct that Tom
 17 told you that if you refused to do the coil
 18 hauling, that you would be disciplined up to and
 19 including discharge?
 20 A. To be honest with you, I don't recall. He may
 21 have said that. I don't recall that.
 22 Q. Toward the end of your direct examination, there
 23 was a question about bidding off the job.
 24 A. Yes.
 25 Q. You had, you're saying, this concern about the

1 A. Yes.
 2 Q. Did it bounce off and hit the rail?
 3 A. He was using one of the trailers -- the one I was
 4 going to use was CRNO, I believe, and he was using
 5 the Hilltop.
 6 Q. The Hilltop was the one that Mr. Tassely testified.
 7 There were two different ones we were concerned
 8 with?
 9 A. They both have a V trough. They are both similar.
 10 Q. In fact, this coil wasn't chained down, bounced
 11 out of the trough, and hit the side rail, didn't
 12 it?
 13 A. Yes.
 14 MR. HAGGERTY: Objection.
 15 MR. MURTAGH: Thank you.
 16 ARBITRATOR DEAN: Sustained.
 17 MR. HAGGERTY: Is that all?
 18 MR. MURTAGH: Yes.
 19 MR. HAGGERTY: No recess.
 20 (Witness excused.)
 21 MR. MURTAGH: Sir, could we have a
 22 few minutes, please?
 23 ARBITRATOR DEAN: Sure.
 24 (Short recess taken.)
 25 MR. HAGGERTY: Do you want to

1 coil hauling and load aspects of driving a
 2 tractor-trailer since back into 1998 and 1999,
 3 right?
 4 A. Uh-huh.
 5 Q. But you never did bid out of the truck department,
 6 did you?
 7 A. No, no.
 8 Q. And you didn't bid out of the department because
 9 you wanted to stay on a daylight job, right?
 10 A. Yes.
 11 Q. That's all I have.
 12 A. And I did like driving truck.
 13 MR. HAGGERTY: Okay.
 14 REDIRECT EXAMINATION
 15 BY MR. MURTAGH:
 16 Q. You know Dave Masartis?
 17 A. Yes.
 18 Q. Did he lose a coil?
 19 A. Yes.
 20 Q. When did that happen?
 21 A. After I was discharged, sometime in May of --
 22 MR. HAGGERTY: Objection on
 23 relevance. It happened after this.
 24 BY MR. MURTAGH:
 25 Q. Was he using the same trailer you were using?

1 offer that stipulation?
 2 MR. MURTAGH: Mr. Arbitrator,
 3 Mr. Haggerty and I spoke over the -- I was going
 4 to say brief intermission but it turned out to be
 5 a more extensive intermission than we planned.
 6 The union, as you know, wished to present the
 7 testimony of Sherry Myers, the wife of the
 8 grievant, and Jack Myers, the father of the
 9 grievant. I've suggested to Mr. Haggerty,
 10 although we're prepared to do that, that I'll make
 11 an offer of proof and if it's acceptable to
 12 Mr. Haggerty, then we may be able to shorten the
 13 time for the hearing if you wish, sir.
 14 The offer of proof would be that both
 15 witnesses, if called to testify, and they would be
 16 called to testify in the absence of an acceptance
 17 of this offer of proof, would state under oath
 18 that from as early as December 2000 in the case of
 19 Mr. Jack Myers, the father, that he had a number
 20 of discussions with his son which intensified in
 21 early March and throughout March of 2001 relating
 22 to Joe Myers' concerns about hauling overweight
 23 vehicles and hauling vehicles where the loads were
 24 not chained down, because Joe Myers had expressed
 25 to Jack Myers his concern that an accident might

1 ensue, that someone might be hurt, that he
2 himself, Joe Myers, might be arrested and charged
3 with a crime or at least exposed to civil
4 liability. That Mr. Jack Myers had encouraged his
5 son to speak to different people to get
6 information about this and to communicate his
7 concerns to the company, and that in his opinion,
8 it was a sincere belief on his son's part that
9 this was a matter that had to be addressed and
10 taken care of.

11 Sherry Myers will testify to the same
12 extent, although she will also add that her
13 husband's concern was particularly exacerbated
14 during the last week that he was employed because
15 he knew that he was now going out on that schedule
16 to operate these two trailers on Thursday and
17 Friday of that week, and that she and her husband
18 had a discussion on the evening of March 20th,
19 2001 in which they went over their concerns again
20 and both agreed that there was too much of a risk
21 of civil and criminal responsibility and
22 punishment for Joe if an accident occurred, and
23 that Joe should communicate to his bosses yet
24 again his willingness to drive according to the
25 CDL limits as he understood them, but his concern

1 MR. HAGGERTY: Jack, you had also
2 given me a one-page document earlier. We don't
3 know the accuracy of the information on this piece
4 of paper, it is not a company document, so we
5 cannot stipulate to the factualness of the
6 information.

7 ARBITRATOR DEAN: Is that a union
8 exhibit?

9 MR. HAGGERTY: It is not in the
10 record yet.

11 MR. MURTAGH: It is not yet.
12 After we do this witness, I'll speak to
13 Mr. Haggerty and we'll make a determination on
14 that, if I may.

15 JIM PANEL, a witness herein,
16 called in behalf of the Union, having been
17 previously duly sworn, was examined and
18 testified as follows:

19 DIRECT EXAMINATION

20 BY MR. HAGGERTY:

21 Q. Jim, you were sworn this morning?

22 A. Yes, I was.

23 Q. Keep your voice up. Identify yourself for the
24 record, please.

25 A. My name is Jim Panel.

1 that in the absence of indemnification from the
2 company that he would be in jeopardy if he drove
3 and there was an accident.

4 That would be the proffer on both
5 witnesses.

6 MR. HAGGERTY: In response to
7 that, with the clarification that this reference
8 to overweight vehicles means over the
9 73,280 pounds in the Motor Vehicle Code and with
10 the restatement of our position that we don't
11 think that testimony is really relevant to your
12 decision in this case, we would agree with that,
13 that they would testify that way. So we don't see
14 the need to call them or cross-examine them on
15 those points.

16 ARBITRATOR DEAN: That's fine,
17 gentlemen, if you have arrived at that
18 stipulation. That covers anything the testimony
19 would, I'm sure.

20 MR. MURTAGH: Yes, sir.

21 ARBITRATOR DEAN: Do you have any
22 other witnesses?

23 MR. MURTAGH: Yes, Mr. Panel very
24 briefly, if we may.

25 ARBITRATOR DEAN: Yes.

1 Q. And where are you employed, Jim?

2 A. AK, Melt Shop.

3 Q. How long have you been employed at Armco or AK
4 Steel?

5 A. Armco, AK Steel, approximately 20 years.

6 Q. Do you hold any position with the Butler Armco
7 Independent Union?

8 A. Yes, sir, I do.

9 Q. What's that?

10 A. I'm a representative for the Melt Shop maintenance
11 department.

12 Q. That's not the grievant's department, is that
13 right?

14 A. True.

15 Q. In your capacity as a representative, did you have
16 occasion to attend what's known as a general
17 meeting in which Mr. Mike Seyler, who testified
18 for the company this morning, made statements
19 concerning safety?

20 A. Yes, sir, monthly.

21 Q. Do you recall the meeting in which Mr. Seyler
22 discussed the concept of self-help?

23 A. Yes, sir, I do.

24 Q. Would you please tell the arbitrator what

25 Mr. Seyler said about self-help at that union

1 general meeting.
 2 A. There was a major concern millwide about doing
 3 unsafe jobs, and Mike Seyler quoted – Mike Seyler
 4 stated that if you feel that you're in danger of
 5 being injured or death, you can refuse to do the
 6 job.
 7 Q. And to whom did he state that?
 8 A. The general committee, which is the
 9 representatives of every department and the rules
 10 committee.
 11 Q. How many individuals are involved in these general
 12 meetings from the union?
 13 A. Approximately between 75 and 80.
 14 Q. Jim, I'm going to give you what has been marked as
 15 Union Exhibit No. 10, and ask you to just look at
 16 that document for a minute, if you would, please.
 17 Jim, is this a copy of the cover and two pages
 18 from the operator's manual for the International
 19 tractors that were utilized by the grievant's
 20 department?
 21 A. Yes.
 22 Q. At my request, did you request from the trucks
 23 department the operator's manual so that we could
 24 copy these excerpts?
 25 A. Yes.

1 in the vessel, tap them out of the vessel, pick
 2 them up at cast, cold water casting, yes.
 3 Q. Now, let me just try to work through an example
 4 with you. How much molten metal is in one of
 5 these ladles, typically?
 6 A. Oh, approximately 275 ton, I believe.
 7 Q. And is that about the maximum these ladles hold?
 8 A. Yeah.
 9 Q. And so you've been lifting up with a crane these
 10 ladles with 275 tons of molten metal in them for
 11 years, is that right?
 12 A. Ladle crane, actually, probably the last four
 13 years.
 14 Q. Now, if some day you decided, hey, you know,
 15 275 tons is too much, I think we ought to stop at
 16 two and a quarter so we have more room for error
 17 here, you couldn't refuse to do the work on that
 18 basis, could you?
 19 MR. MURTAGH: Mr. Arbitrator, just
 20 the technical objection once stated and then I'll
 21 leave Mr. Haggerty to his line of questioning with
 22 Mr. Panei. The hypothetical asked to this witness
 23 is irrelevant to the state of mind and conditions
 24 under which the grievant operated, but having said
 25 that.

1 Q. And was that because the safety notice that was
 2 identified as issued in July of 2001, which
 3 Mr. Tassej has testified to, made reference to
 4 refer to your operator's manual with regard to
 5 operation of the trucks?
 6 A. Yes.
 7 Q. Thank you, sir.
 8 MR. MURTAGH: Cross-examine.
 9 CROSS-EXAMINATION
 10 BY MR. HAGGERTY:
 11 Q. Jim, how long have you worked at the Butler Plant?
 12 A. About 20 years.
 13 Q. How long have you been a union rep, or are you a
 14 union rep?
 15 A. Yes, I am right now. On and off between the two
 16 departments, I've been in probably six, seven
 17 years as a union rep.
 18 Q. How long have you worked in the Melt Shop?
 19 A. Oh, since probably about 1992, I believe.
 20 Q. And what unit do you work on in the Melt Shop?
 21 A. I'm a ladle crane operator.
 22 Q. Now, as a ladle crane operator, you pick up ladles
 23 after they've been tapped out of No. 1, 2, or 3
 24 furnace, is that right?
 25 A. I tap them out of 2, 3, and 4 furnace, charge them

1 THE WITNESS: Would you repeat it,
 2 please?
 3 BY MR. HAGGERTY:
 4 Q. You couldn't just decide one day, hey, 275 tons is
 5 too much molten metal in these ladles, I think we
 6 ought to keep them below 225 tons so we have more
 7 room at the top, you couldn't refuse to do the job
 8 on that basis, could you?
 9 A. If I felt the crane was in danger of picking up
 10 275 tons, basically that's one of the questions I
 11 asked Mike Seyler at the general meeting. If I'm
 12 a crane operator and I know that crane has
 13 problems, could I refuse to operate, run that job.
 14 Q. I'm not saying the crane has problems. I'm saying
 15 the only thing that changed is you decided one day
 16 that 275 tons is too much, it ought to be two and
 17 a quarter.
 18 A. If I feel it is because the crane is unsafe, yes.
 19 Q. But if there's nothing – no problem with the
 20 crane – I'll even give you your change. You're
 21 saying it because you now believe there is
 22 something about the crane that is causing it to be
 23 unsafe to make that lift. Something changed about
 24 the crane that you're saying is now unsafe to lift
 25 275. But if everything stays exactly the same,

1 you can't just walk in there one day and say, "I
 2 think this is unsafe. I'm not doing that job?"
 3 A. No, sir.
 4 Q. You are agreeing with me, right?
 5 A. Yes, sir, I am.
 6 Q. This meeting that you're saying that Seyler
 7 attended, when did that occur, are you saying?
 8 A. Sometime this year. It is a monthly meeting.
 9 Sometime after January, I believe. I couldn't
 10 tell you the exact month.
 11 Q. So you don't know if it was before or after March?
 12 A. No, I don't know that.
 13 Q. Do you know where this meeting was?
 14 A. It's held at Meeting Room 100 where we were this
 15 morning.
 16 MR. HAGGERTY: That's all I have.
 17 Thanks.
 18 MR. MURTAGH: Sir, the last break
 19 to see if we want to put on one final witness, if
 20 we may.
 21 ARBITRATOR DEAN: Sure. You have
 22 no more redirect?
 23 MR. MURTAGH: No, sir.
 24 (Witness excused.)
 25 MR. HAGGERTY: To try to wrap this

1 up, let me make an offer of proof, that if Mike
 2 Seyler --
 3 MR. MURTAGH: But I'm still on my
 4 case.
 5 MR. HAGGERTY: But if you don't
 6 accept the offer of proof, we'll get Seyler to
 7 come down. I'm just trying to save time.
 8 MR. MURTAGH: Okay.
 9 MR. HAGGERTY: I think we're at
 10 the loose-end stage. We would make an offer of
 11 proof that if Mike Seyler came down, he would
 12 testify that at this general meeting, he did not
 13 say that an employee could refuse to do the job.
 14 He said that an employee could have supervisory
 15 review of the assignment, and if not satisfied
 16 with the supervisory review, that he would have
 17 the safety department review the assignment. That
 18 is what Mike would testify if he came down. We're
 19 not asking you to -- we're making a proffer just
 20 as you made a proffer about the testimony of
 21 Mrs. Myers.
 22 MR. MURTAGH: I will not stipulate
 23 that the testimony is true. I will stipulate that
 24 if called, that is what he will say according to
 25 his recollection, and reserve the right to put

1 surrebuttal on with respect to that.
 2 MR. HAGGERTY: Okay.
 3 (Witness previously sworn.)
 4 ROBERT RAJCHEL, a witness herein,
 5 called in behalf of the Union, having been
 6 previously duly sworn, was examined and
 7 testified as follows:
 8 DIRECT EXAMINATION
 9 BY MR. MURTAGH:
 10 Q. Bob, would you keep your voice up. State your
 11 name for the record.
 12 A. Robert Rajchel.
 13 Q. Bob, were you sworn this morning?
 14 A. Yes, I was.
 15 Q. I've handed you a document -- it is getting late
 16 in the day -- and would you look at it. It is
 17 Union Exhibit No. 11. Before I ask you questions
 18 about it, I believe copies have been passed out to
 19 the parties. For the record, are you a
 20 representative in the labor department?
 21 A. Yes, I am.
 22 Q. What is your job?
 23 A. I'm the chairman of five representatives in the
 24 labor department.
 25 Q. And what is your assignment working for Armco, now

1 AK Steel?
 2 A. I'm a truck repair leader.
 3 Q. Did you help me prepare for this case?
 4 A. Yes, I did.
 5 Q. Did I request that you get me documents with
 6 respect to the trailers that were involved in this
 7 case?
 8 A. Yes, you did.
 9 Q. For example, did I ask you to help me see a copy
 10 of Union Exhibit No. 10?
 11 A. Yes, you did.
 12 Q. That's the owner's manual for the International
 13 tractors.
 14 A. Yes, you did.
 15 Q. Would you please tell me what Union Exhibit No. 11
 16 is and where you got it.
 17 A. Union Exhibit No. 11 is taken from the trailer
 18 manual, owner's manual. The trailers have an
 19 owner's manual just as we showed you there.
 20 Union Exhibit 11 is a particular page, I'm not
 21 sure what page it is, out of that document.
 22 Q. Now, these are the Rogers trailers?
 23 A. Yes.
 24 Q. Rogers made these to order?
 25 A. Yes.

1 Q. This piece of paper, wherever it came from
 2 initially, you found in the manual for the
 3 trailers?
 4 A. Yes.
 5 Q. And where was that manual contained?
 6 A. In the truck garage.
 7 Q. And whose office or whose location is that?
 8 A. The truck garage is not an office, it is just a
 9 garage area, but they keep a file of all the
 10 tractor manuals, all the trailer manuals, all the
 11 pertinent information as far as inspections and
 12 things of this nature. They have a file cabinet
 13 there.
 14 Q. This is a company record?
 15 A. Yes.
 16 Q. Or a copy of a company record?
 17 A. Yes.
 18 MR. MURTAGH: Cross-examine,
 19 Mr. Haggerty.
 20 MR. HAGGERTY: Jack, this is being
 21 offered as a rebuttal exhibit to Mr. Tasse's
 22 testimony, I assume?
 23 MR. MURTAGH: Not so much rebuttal
 24 to Mr. Tasse's testimony. He was unsure with
 25 respect to the registered weights of the trailers.

1 MR. HAGGERTY: That's all I have.
 2 REDIRECT EXAMINATION
 3 BY MR. MURTAGH:
 4 Q. Bob, was one of the drivers who had been asked to
 5 do work like Mr. Myers was asked to do in this
 6 case Dave Masartis?
 7 A. Yes, sir.
 8 Q. Did Dave Masartis have an incident where he had a
 9 loose coil going up to the Hilltop on one of the
 10 very same trailers we've talked about here today?
 11 MR. HAGGERTY: Object. I think
 12 again you're referring to an incident that
 13 happened in July of this year, is that correct?
 14 MR. MURTAGH: Yes. Does that mean
 15 coils roll more in July than they do in March?
 16 MR. HAGGERTY: It means anything
 17 that happened after the date of this incident is
 18 irrelevant to this case, particularly when your
 19 case is built on Mr. Myers' belief.
 20 MR. MURTAGH: Right, but this
 21 shows that Mr. Myers' belief is correct, that
 22 these coils can roll if they're not secured. Here
 23 is one that on June 14, 20 -
 24 MR. HAGGERTY: It doesn't show
 25 that, and we have an objection to this document.

1 I believe that's his testimony. That was, with
 2 all due respect, so far ago in terms of hours, I'm
 3 not completely certain, but this was to satisfy a
 4 specific number with respect to the registration.
 5 It says licensed at 73,280, might be licensed at
 6 80,000.
 7 CROSS-EXAMINATION
 8 BY MR. HAGGERTY:
 9 Q. Mr. Rajchel, you personally do not know the
 10 accuracy of any number on this piece of paper, do
 11 you?
 12 A. No.
 13 Q. You heard the testimony earlier today that many
 14 different truck drivers in the trucking department
 15 have made this move of electrical coils from the
 16 CRNO up to 26 carlite line, correct?
 17 A. Yes.
 18 Q. And many drivers have made that exact same move
 19 that Mr. Myers was asked to do on the 23rd, right?
 20 A. I'd say a few, not many.
 21 Q. Well, eight or ten?
 22 A. Four or six.
 23 Q. Okay. And this work is done three turns a day,
 24 seven days a week?
 25 A. To my knowledge, yes.

1 I would ask for a ruling on the objection.
 2 ARBITRATOR DEAN: I'll let you go
 3 forward with this, but I'll note your objection
 4 and I'll consider it when the record is in.
 5 MR. MURTAGH: Thank you, sir.
 6 BY MR. MURTAGH:
 7 Q. Bob, look at Union 12, please. Do you see that?
 8 A. Yes, sir.
 9 Q. You're addressed at the bottom as receiving a copy
 10 because you were a representative for
 11 Mr. Masartis?
 12 A. Yes, sir.
 13 Q. Does this incident allege or this letter allege,
 14 this letter of June 28th, from Mr. Tasse, Edward
 15 Tasse, to Mr. Masartis, that while operating the
 16 tractor-trailer hauling coils to the Hilltop, one
 17 of the coils rolled out of the weld and ended up
 18 against the truck railing? Is that what it says
 19 in the first paragraph?
 20 A. Yes.
 21 Q. Did you, in fact, show me this trailer that was
 22 involved?
 23 A. Yes, I did.
 24 Q. And is the railing bent?
 25 A. Yes, it is.

1 Q. This coil didn't bounce off and roll over a hill
 2 or anything, did it?
 3 A. No, sir.
 4 Q. It stayed on the truck?
 5 A. Yes, sir.
 6 Q. But did it come out of the trough?
 7 A. Yes, sir.
 8 Q. And by this letter of June 21, 2002,
 9 Mr. Tassey imposing discipline on Masartis?
 10 A. Would you rephrase that, please?
 11 Q. Yes. If you look at the third full page,
 12 Bob, was Ed Tassey giving Dave Masartis a
 13 suspension for five days?
 14 A. Yes, sir.
 15 Q. Thank you.
 16 MR. MURTAGH: CROSS-EXAMINATION
 17 RE-CROSS-EXAMINATION
 18 BY MR. HAGGERTY:
 19 Q. Were you part of the investigation going on
 20 this?
 21 A. Yes, sir.
 22 Q. Now, in regard to this incident, is it correct
 23 that a piece of the padding that was on the side of
 24 the trough was actually not on the side of the
 25 trough but down in the bottom of the well?

1 incident was he had some sideward movement, but it
 2 was because the size of the coil didn't match up
 3 to the trough. He was unaware of the fact that
 4 the trough was broken and down inside the hole.
 5 Q. So as he was driving, he did notice there was
 6 movement of the coil, correct?
 7 A. Yes, he did.
 8 Q. And he didn't stop to inspect what the cause of
 9 that movement was, correct?
 10 A. There's movement all the time on those, daily.
 11 Q. My question is, he didn't stop to inspect it,
 12 right?
 13 A. No, he didn't.
 14 Q. Now, finally, the trailer involved in this
 15 incident that's involved in Union Exhibit 12 is a
 16 different trailer, it is not the CRNO trailer that
 17 Mr. Myers was assigned to haul coils on on
 18 March 23, correct?
 19 A. That's correct.
 20 MR. HAGGERTY: That's all.
 21 FURTHER REDIRECT EXAMINATION
 22 BY MR. MURTAGH:
 23 Q. It was the Hilltop trailer?
 24 A. Yes.
 25 Q. Which is the other trailer we've talked about

1 A. Yes, sir.
 2 Q. And even though that padding wasn't Mr. Masartis
 3 didn't stop his truck to identify if the coil was
 4 moving in his truck? That's the question?
 5 A. Rephrase that.
 6 Q. You agreed that this padding was in the
 7 trough of the well in the truck.
 8 A. Yes, I agree with that.
 9 Q. And in the investigatory meeting, Mr. Masartis
 10 admitted that, as he was driving, he noticed that
 11 the coil was moving but he didn't stop his truck
 12 to inspect why the coil was moving, correct?
 13 A. Let me answer that in my own words, if I may.
 14 Mr. Masartis did notice the coil was moving, but it
 15 wasn't because he knew that the trough was
 16 broken. When you haul these coils on the Hilltop,
 17 they come in numerous sizes, when you have a
 18 single in there, a single coil being a 10,000-
 19 pound coil, it fits in that trough pretty well and
 20 there's no back and forth movement, but at the
 21 time he was hauling these, out of the seven coils,
 22 three of them were off size. So consequently,
 23 when you have a smaller size coil, you have the
 24 leeway in that trough to see some movement. What
 25 that truck driver noticed at the time this

1 today?
 2 A. Yes.
 3 MR. MURTAGH: Thank you very much.
 4 MR. HAGGERTY: That's all.
 5 (Witness excused.)
 6 MR. MURTAGH: With regard to the
 7 company's stipulation - or proffer rather with
 8 regard to Mr. Seyler's testimony, I just need to
 9 check with two of the reps about the accuracy vel
 10 non of that proffer so we can see if we have
 11 anything further, sir.
 12 ARBITRATOR DEAN: Okay.
 13 (Short recess taken.)
 14 MR. MURTAGH: Mr. Arbitrator, with
 15 regard to the company's proffer with regard to
 16 Mr. Seyler's testimony as to what he recalls
 17 saying or not saying at that meeting, with all due
 18 respect, we disagree and we're prepared to put
 19 Mr. Panei on again. Mr. Panei would state, if
 20 he's called, under oath, that that was not said by
 21 Mr. Seyler and Mr. Panei stands by the description
 22 that he gave of Mr. Seyler's comment earlier this
 23 afternoon.
 24 MR. HAGGERTY: I didn't expect
 25 that Mr. Panei would say anything other than what

1 you've just said, that he stands by his testimony.

2 MR. MURTAGH: That would be our
3 proffer, that if we recall him now, that's what
4 he'll testify to.

5 MR. HAGGERTY: I hope he would.

6 MR. MURTAGH: He certainly would.

7 MR. HAGGERTY: That's fine.

8 ARBITRATOR DEAN: Okay, then we're
9 agreed on that matter.

10 MR. MURTAGH: The union has
11 nothing further in its case in chief,
12 Mr. Arbitrator.

13 ARBITRATOR DEAN: Does the company
14 have any recall or anything of any sort?

15 MR. HAGGERTY: We have no rebuttal
16 evidence. We would offer one prior arbitration
17 award here at the Butler Plant. It's regarding a
18 discharge of a C. D. Clark, Grievance No. BU --
19 I'm sorry, it is a three-day suspension, BU-00-52.

20 ARBITRATOR DEAN: Do I understand
21 from what I heard earlier that it is your practice
22 to file briefs?

23 MR. HAGGERTY: It is our practice
24 to file briefs, correct.

25 ARBITRATOR DEAN: Okay. Is there

1 specifically?

2 MR. HAGGERTY: Of the day that
3 we'll mail the briefs to you.

4 ARBITRATOR DEAN: That's fine. I
5 sometimes have questions on affirmative remedy, as
6 some cases get very complex and involved, but I'm
7 sure here you want reinstatement and reimbursement
8 for all lost benefits, et cetera, et cetera?

9 MR. MURTAGH: Yes, as indicated on
10 the face of the grievance.

11 ARBITRATOR DEAN: Sometimes you're
12 surprised at the answers you get. I've learned to
13 ask that question.

14 MR. MURTAGH: Mr. Arbitrator, just
15 before you finally close the record, if you want
16 the copy of the statutory section I made reference
17 to, 4942?

18 ARBITRATOR DEAN: Sure.

19 MR. HAGGERTY: The award the
20 company has entered in the record would be
21 Company Exhibit 9. Mr. Arbitrator, the parties'
22 practice here is if they're going to cite a
23 company award, that it is cited at the hearing and
24 copies are provided.

25 ARBITRATOR DEAN: I see.

1 going to be anything further than the briefs?
2 I'll just close the record.

3 MR. MURTAGH: No. The union
4 wishes to file a brief, sir, and it is our
5 practice to do that within 30 days after receipt
6 of the transcript. We would like to know your
7 preference as to whether you would like us to
8 exchange briefs directly or through you.

9 ARBITRATOR DEAN: I prefer,
10 because then there is no argument who got what
11 first and so forth and so on, it seems to be the
12 better practice.

13 MR. HAGGERTY: Mr. Arbitrator, if
14 it is all right with you, why don't we just leave
15 it that we will shoot for 30 days, because
16 sometimes the company gets -- sometimes the
17 company lawyer and the union lawyer get the
18 transcripts at different times because they go
19 through our clients.

20 ARBITRATOR DEAN: If you have any
21 problem --

22 MR. HAGGERTY: We'll advise you of
23 the day.

24 ARBITRATOR DEAN: Yes, if there's
25 any problem. You're going to advise me,

1 MR. HAGGERTY: The parties are
2 free to cite other precedents in their brief,
3 attaching a copy to that I --

4 ARBITRATOR DEAN: Including you,
5 even --

6 MR. HAGGERTY: Other precedents
7 being from other companies, any other published
8 decision.

9 MR. MURTAGH: It has to be
10 published, that's the only caveat.

11 ARBITRATOR DEAN: I got it.
12 The hearing is closed.

13 (Hearing concluded at 3:30 p.m.)
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C E R T I F I C A T E

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2
3 I, Nancy M. Malia, do hereby certify that
4 I took the foregoing proceedings in stenotype at
5 the time and place and hereinbefore set forth
6 and thereafter reduced the same to typewritten
7 form, and that the foregoing is a true, full,
8 and correct transcript of my said stenotype
9 notes.

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13 Nancy M. Malia, RPR
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voice [3] 166:23 174:10	118:1				
wait [2] 53:23	144:16				
waited [2] 19:25					

UNION EXHIBIT 10



INTERNATIONAL

Exhibit 26

Heavy

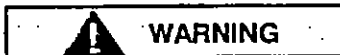
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Operator's Manual

- Do Not Remove This Manual From Vehicle
- Study Manual Carefully Before Operating Vehicle
- Pay Close Attention To All Notes & Cautions
- Carefully Read and Fully Follow All Warnings
- If You Sell The Vehicle Give The Manual To The New Owner

Section B: Operation

GROSS WEIGHT (AXLE - VEHICLE)



Your International truck has gross axle weight, gross vehicle weight and gross combination weight ratings. Do not exceed these ratings. Exceeding these ratings by overloading can cause component failure resulting in property damage, personal injury or death.

To The Owner

CAUTIONS AND WARNINGS

Throughout this manual you will find Cautions and Warnings:

CAUTION

Cautions will advise you of the proper care to be taken to avoid damage to your vehicle or property.

WARNING

Warnings will advise you of the proper care to be taken, not only to avoid damage to your vehicle or property, but to help prevent situations and occurrences which could cause serious personal injury and possibly death.

Study this manual carefully. Do not operate your vehicle until you are completely familiar with the contents of this manual. Always retain this manual in your vehicle for reference. If you sell the vehicle make sure the manual goes with it.

ASSISTANCE GUIDE

When parts are required, always provide the unit code number, vehicle model and vehicle serial number. Request the salesperson to assist you in obtaining this information upon delivery.

For information not given in this manual, or if you require services of trained service personnel, we urge you to contact a nearby International® dealer.

UNION EXHIBIT 11

Exhibit 27

Hill top trailer

2001 Rodgers

Vin. # 1RBH352081AR23840

Max. Structure Cap.

45 Ton Concentrated at 13 Feet

GVWR- 103,760

GAWR -All Axles- 24,700

With tires 275/70R22.5

GAWR- 28,899

With tires " "

This trailer has 2 Axles

Hill top tractor

Truck # L-196

2001 International

Vin. # 1HSGLAER81H347718

Licensed at 73,280 Need measurement but probably can be Licensed 80,000
What Manufacture Recommends GVWR in combination (GVCWR) unknown.

CRNO trailer

2001 Rodgers

Max. Structure Cap.

65 Tons Concentrated in 10 Feet

GVWR- 145,850

GAWR- All Axles- 24,700

With tires 275/70R22.5

GAWR- 28,899

" "

This trailer has 3 Axles

CRNO tractor

Truck # L-149

Vin. # 2HSFHAST5TC082814

Licensed at 73,280 Need Measurement but probably can be Licensed 80,000
What Manufacture recommends GVWR in combination (GVCWR) unknown.

Exhibit 28

147 Heather Drive
Butler, PA 16001-2819
November 29, 2001

Office of District Attorney
Mr. Tim McCune
P.O. Box 1208
Butler, PA 16003-1208

Re: An alleged illegal policy at AK Steel, Butler, PA

Dear Mr. McCune:

I am writing to you regarding a phone conversation that I had with Mr. David Devries of the PA Attorney General's office on October 31, 2001. During that conversation, he instructed me to contact your office to request an investigation into a seriously dangerous and potentially criminal policy at AK Steel's Butler works.

AK Steel has a current policy requiring all of its in-plant tractor-trailer drivers to haul overloaded trucks with unsecured loads throughout the plant, in violation of PA Motor Vehicle Code. A former employee, I was fired in March of 2001 for wanting to follow state motor vehicle code (as defined by §4942 of the vehicle code, which addresses registered gross vehicle weights).

AK's defense for requiring overloaded hauling is their claim that this hauling is done solely in-plant and not over a highway. However, while preceding motor vehicle code sections (§4941 and §4901) use the phrasing, "operated upon a highway" and "operated or moved upon any highway," respectively, §4942 does not refer to only a highway situation, per se.

AK's rationale for not securing these loads is to avoid damaging the steel coils. Yet when independent truck drivers ship these same products outside the plant, the loads are chained or strapped down when being hauled to customers or to another finishing plant. There are ways to secure the products without damage.

After numerous contacts with the DOT, OSHA, PA State Police, several attorneys, Hartford Casualty Insurance Co. (AK Steel's insurance carrier who advised me to seek indemnification), I was advised against following AK's orders to commit an illegal act in violating state motor vehicle code.

Not only are AK's drivers being forced to assume criminal and civil liability in the event of a serious accident involving loss of life or limb, but they are also being forced to jeopardize their own safety and that of their fellow employees. (Ironically, with A-K's recent commendation from OSHA, its Star Designation for Safety, AK is now exempt from random OSHA inspections.)

This is a very real, ongoing danger. Accidents such as this have already occurred several times at AK, both inside and outside the plant (with even chained loads). It is only a matter of time before this dangerous practice results in a serious injury or fatality. According to the attorneys I have dealt with, a driver is ultimately responsible because he committed the act of driving the truck.

- ✓ For your reference: coils of steel are approximately 3 to 6 feet high, 2 ½ to 4 ½ feet wide and can weigh from 4 to 25 tons each. These are not small objects, and they require the use of an overhead crane to load and unload them from tractor-trailers.
- ✓ A shifting load (like during sudden braking and swerving to avoid an accident) or equipment failure (such as the breakdown of a trailer or its tractor) could easily cause coils to roll off a truck and instantly kill an innocent bystander. Even someone within another vehicle would be crushed.

My case is currently in arbitration, and a decision from the arbitrator is to be rendered within a few days – with reference to my reinstatement and back pay only.

However, since the arbitrator can only rule on labor law and not criminal or civil law, there is a need for a criminal investigation into this matter. *AK has not and will NOT change its policies unless a legal ruling forces them to do so.*

In addition to forcing all of its Transportation Department personnel to violate state motor vehicle code, I believe AK may also have violated the following against me:

- U. S. Code: Title 18 Section 241/Conspiracy against rights
- U. S. Code: Title 18 Section 245/Federally protected activities (b)(1)(B)
- U. S. Code: Title 18 Section 3559/Sentencing classification of offenses (c)(2)(C)
- Constitution of Pennsylvania; Article IX, Sections 1 and 2
- Tort of Retaliatory Discharge

After my phone conversation with Mr. Devries in October, he advised me to contact your office, and I was directed to the magistrate's office without being allowed to talk with a detective. After going to the magistrate's office, I was told that my situation was a criminal matter and I was directed back to the District Attorney's office. When I came back to your office, I was not permitted to see a detective and was told to find a private attorney.

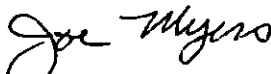
I then called Mr. Devries's office back and was told to contact Julie Graham, Butler County Solicitor. After hearing of this case, Ms. Graham believed an investigation is warranted. She directed me to put everything in writing and fax and mail it to your office for investigation.

In the mailed version of this letter, you will find a copy of the union's closing brief, for your perusal. At your request, I will provide copies of all arbitration documents, including exhibits and supporting union documentation of this case. Interestingly, the union provided evidence that AK's own written safety directives instruct drivers to "haul within the legal load limits and secure all loads on all vehicles," in conflict with the verbal orders to haul more than twice the legal limit.

For further information you can reach me at 724-482-4726, or contact the union attorney, Mr. Jack Murtaugh, at 724-935-7555.

Thank you for your attention to this urgent matter. AK's directives to its truck drivers are not only a violation of law, but they are also a serious threat to the lives and safety of the men and women employed there.

Sincerely,

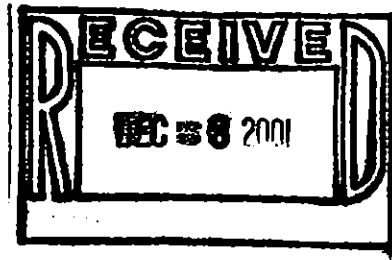


Joe Myers

Enc. (with the mailed version)

CC: Julie Graham, Butler County Solicitor
Mike Fisher, PA Attorney General
David Devries, of PA Attorney General's Office
Mark Schweiker, PA Governor
John Ashcroft, U.S. Attorney General

IN THE MATTER OF THE ARBITRATION
BETWEEN
AK Steel Corporation, Butler Operations
AND
Butler ARMCO Independent Union



Grievance No. BU-01-118

Exhibit 29

OPINION AND AWARD

IRWIN J. DEAN, JR., ARBITRATOR

Appearances

For the Employer:

James R. Haggerty, Esquire
Employer Counsel

For the Union:

John W. Murtagh, Jr., Esquire
Union Counsel

JURISDICTION

This arbitration proceeding involves a dispute between AK Steel Corporation, Butler Operations, hereinafter referred to as the "Employer", and the Butler ARMCO Independent Union, hereinafter referred to as the "Union". The dispute concerns whether the Employer violated the provisions of the parties' collective bargaining agreement when it discharged the Grievant, Joseph Myers, for allegedly refusing a direct order to operate a vehicle within the plant.

The matter was referred to the Arbitrator, Irwin J. Dean, Jr., by agreement of the parties in interest. A hearing was held on August 20, 2001, in Butler, Pennsylvania. At the hearing, the parties were afforded an opportunity to present all pertinent testimony and exhibits and to cross-examine witnesses. All witnesses testified under oath, and a stenographic transcript of the proceedings was prepared and submitted.

Following the conclusion of the August 20, 2001 hearing, both parties filed post-hearing briefs setting forth their respective positions on the matters at issue. Upon receipt of the transcript and the post-hearing briefs, the record in this matter was deemed to be closed.

BACKGROUND

The Employer operates a steel manufacturing facility in Butler, Pennsylvania. The Employer's hourly production and maintenance employees are members of a bargaining unit which is represented by the Union. The facts and circumstances underlying this case are considerably disputed and are developed more fully in the separate position statements which follow. The following is intended only as a adumbration of the facts upon which the Employer predicated its decision to discharge the Grievant. The Grievant has been an employee of the Employer or its predecessor, Armco, Inc., since 1984. During his tenure,

the Grievant has held a number of positions, transferring to the truck services subdepartment in 1997. Since 1997, the Grievant has been employed as a truck driver.

The Grievant's duties consisted of transporting materials, including electrical coils in the plant along private roadways. In the performance of his duties, the Grievant did not customarily leave the plant confines to operate his assigned vehicles on public highways.

On March 23, the Grievant was directed to transport a load of electrical coils from the cold-rolled non-oriented (CRNO) building to be processed at the 26 car light line, a line located in a different area of the plant. The coils had been placed in a CRNO trailer a specially designed trailer containing a V-shaped trough which secured the coils without the requirement for strapping or chaining them. The load of coils which the Grievant was instructed to haul weighed approximately 96,000 pounds.

The Grievant refused his supervisor's directive to transport the coils, contending that his commercial driver's license required that he comply with state law. The Grievant stated his belief that state law did not permit the combined gross weight of a tractor, its trailer and its cargo to exceed 73,280 pounds. Following the Grievant's refusal to comply with his supervisor's directive, the Grievant was escorted from the facility by security personnel. On March 28, 2001, a meeting was convened to investigate the March 23 incident. At that meeting, the Grievant restated his position that he would not perform the job because the loads were allegedly overweight, that is in excess of 73,280 pounds and also that the coils should be tied down. Following the March 28 meeting, the Grievant was informed on April 5, 2001 that for his refusal to follow direct orders, he would be suspended for five (5) days with intent to discharge.

On March 12, 2001, the Union commenced this grievance, contesting the propriety of the Employer's discharge determination. The parties were unable to resolve their dispute through the preliminary stages of the grievance procedure set forth in their agreement, and the matter has accordingly been referred to this Arbitrator for full, final and binding resolution.

EMPLOYER POSITION

The Employer insists that the facts adduced at the arbitration hearing unequivocally demonstrate that the Grievant is guilty of insubordination. On March 23, 2001, the Grievant refused a direct order to perform his duties of transporting electrical steel coils. The Employer emphasizes that the Grievant's assignment was not unusual. Indeed, transportation of electrical coils occurs between sixteen (16) and eighteen (18) times per day seven (7) days per week. The directive issued to the Grievant was consistent with the Company's practices which have prevailed for over twenty-five (25) years. In fact, the Grievant himself admitted that during the first two (2) years of his tenure, he routinely performed the very duties which he refused to perform on March 23, 2001.

The Employer submits that the Grievant's prior disciplinary record is germane to an evaluation of the facts of this case and his insubordinate conduct on March 23, 2001. In June, 1998, the Grievant received a verbal warning when his negligent operation of a tractor trailer resulted in a rollover accident. The Employer determined that the accident was caused by the Grievant's failure to properly secure a pinion gear which he was transporting along the plant's private roadways. In July, 2000, the Grievant received a three (3) day suspension when he failed to follow proper safety procedures while operating a crane on railroad tracks. The Grievant had not placed fluorescent warning cones and had not utilized a derailer. Although the Grievant did not challenge either of these disciplinary actions through the grievance and arbitration procedure, the record reflects that he felt that the disciplinary actions were unfair and discriminatory. The record strongly suggests that the Grievant's current actions may well be a retaliatory effort to disrupt the Employer's efficient operations.

For more than a year prior to his discharge, the Grievant repeatedly inquired of company officials whether state law limited the maximum loads he could transport within the plant to 73,280 pounds, the maximum weight generally allowable for trucks operating on

Pennsylvania highways. The Grievant was repeatedly informed by company officials that the load limit restrictions set forth in the Pennsylvania Motor Vehicle Code did not apply to transportation of cargoes along private roadways such as those maintained in the Employer's facility. The Employer repeatedly informed the Grievant that the only load limits which were applicable to the facility were the weight specifications imposed by the equipment's manufacturers.

Although repeatedly informed that the Employer was not subject to the load limits prevailing on Pennsylvania highways and that his duties required him to haul loads so long as they were within the capacity of the equipment he was using as specified by the equipment manufacturer, the Grievant persistently renewed his complaints that he could not haul loads exceeding 73,280 pounds. The Grievant's complaints culminated in the events of March 22 and 23, 2001.

On March 22, 2001, the date before the Grievant actually refused to perform an assignment, he was scheduled to haul back up rolls. The Grievant commenced work at 6:30 A.M. that day, but when he arrived he determined that the trailer he was expected to use was in need of repairs and could not be operated safely. He informed his supervisor of this fact and was instructed to use another trailer.

Instead of performing his work with the second, fully safe and operable trailer, he proceeded to the weigh station to determine whether his vehicle would exceed 73,280 pounds when fully loaded. Concluding that it would exceed his self-imposed weight limitation, the Grievant returned the second trailer and proceeded to obtain a third. Concluding that that trailer would not exceed 73,280 pounds once loaded, he finally commenced his assignment. The Grievant's unnecessary exchange of trailers resulted in a loss of over five (5) hours of productive time. As a result of the Grievant's delays, he was not able to complete all of the work which was expected of him during the shift, and the Employer was required to add another driver to the following turn at overtime rates to meet its operational needs.

On March 23, 2001, the Grievant was scheduled to haul electrical steel coils. Because of their fragile nature, the Employer's customer had insisted that the coils not be chained down because chaining them damages the product. As a result, the Employer utilizes specially fabricated trailers which contain a padded V-shaped trough which secures the coils in place without the necessity of chaining them. When the Grievant's supervisor arrived at approximately 6:45 A.M., he observed that the CRNO trailer which the Grievant was to operate remained in the truck yard and had not left the building. At 7:00 A.M., the Grievant's supervisor was informed that the Grievant was in the locomotive shop copying a letter that he had prepared to various company officials, including the Chief Executive Officer of AK Steel. The supervisor questioned repair personnel whether there was any problem with the truck, but was informed that it was fully operable. As the supervisor was walking back through the garage, he was approached by the Grievant and two (2) Union representatives. They informed the supervisor that the Grievant would not haul the coils because he believed that they were over the weight permitted by the motor vehicle code and were required to be tied down. The supervisor thereupon issued a direct order to the Grievant to perform his assigned duties, but the Grievant persisted in his refusal. In the Employer's view, the Grievant's refusal constitutes insubordination *per se*.

Throughout these proceedings, the Union has maintained that the Grievant acted in good faith and in reliance on the Pennsylvania Motor Vehicle Code. At the time that he refused to perform his assignment, the Grievant insisted that hauling the load as it was then configured would violate the regulations governing his commercial driver's license. The Union conceded at the arbitration hearing, however, that the CDL imposes no independent restrictions on vehicle weight. Instead, commercially licensed drivers are simply required to abide by state law. However, an analysis of the controlling provisions of the Pennsylvania Motor Vehicle Code confirm that the basis for the Grievant's insubordinate conduct is meritless.

Initially, the Union submitted that the load restrictions set forth in Section 4941 of the motor vehicle code justified the Grievant's refusal to follow the directive issued to him on March 23, 2001. Section 4941 provides that:

No vehicle shall, when operated upon a highway, have a gross weight exceeding 73,280 pounds. . . .

75 Pa. C.S.A. §4941(a).

At the arbitration hearing, the Union conceded that Section 4941 was inapplicable on its face because the Grievant was not to operate the vehicle upon a highway, but instead upon a private road. The Union subsequently argued that even if Section 4941 did not apply, Section 4942(a) supported the Grievant's position inasmuch as no highway restriction is set forth in that provision. Section 4942(a) provides:

No vehicle registered as a truck, a combination or a trailer shall be operated with a gross weight in excess of its registered gross weight.

75 Pa. C.S.A. §4942(a).

However, the Union's argument ignores the fact that Section 4901 clearly indicates that the weight restrictions set forth in Article 49 apply only to the operation of vehicles upon highways and not upon private property. Furthermore, Section 4942 employs the terms "registered" which is defined as "the authority for a vehicle to operate on a highway." 75 Pa. CSA §102. Section 4942 also refers to a vehicle's "registered gross weight." This term is also defined in Section 102 as meaning:

The maximum gross weight at which a vehicle or combination is registered in this Commonwealth to operate upon a highway

75 Pa. C.S.A. § 102.

An analysis of Pennsylvania law, then, confirms that it is abundantly clear that the motor vehicle restrictions upon which the Grievant relied apply only to highway operation and not to the operation of vehicles on private roads such as those maintained by AK

Steel's Butler facility. As a result, the Grievant had no legal basis upon which to refuse the directive which his supervisor issued on March 23, 2001.

The Union claimed in the alternative that, even if the Grievant was incorrect, he acted in good faith and on the basis of a genuine belief that operation of the vehicle as directed would pose a safety hazard. The Employer observes that in order to invoke the safety exception to the traditional rule that one must comply with a directive at the time it is issued and avail himself of the grievance procedure to later challenge its propriety, the Union must prove that an objectively verifiable safety hazard is present. However, loads of steel similar to those which the Grievant refused to haul are transported throughout the plant several times a day, a practice which has prevailed for over twenty-five (25) years. Had an objectively verifiable safety hazard been present, the Union would certainly have filed a grievance challenging the Employer's practices. The Grievant's subjective opinions alone are insufficient to warrant his refusal to comply with a mandatory directive that he perform a work assignment. For all of these reasons, the Grievant's conduct must be regarded as insubordinate, certainly a just cause basis for his termination. The grievance must be denied.

UNION POSITION

The credible evidence presented at the arbitration hearing confirms that on March 23, 2001 the Grievant was not guilty of insubordination as the Employer has charged. The Grievant did not disobey or defy a direct order. Instead, as he credibly testified, the Grievant confirmed that he was willing to perform the coil hauling assignment but only if he could do so within the strictures of his commercial driver's license and the requirements of Pennsylvania law. The Employer acknowledges that it cannot compel the Grievant to commit an illegal act. However, on March 23, 2001, the Grievant's supervisor directed him to haul a cargo of electrical steel coils which would exceed the registered gross weight

limitations for the trailer. In the Union's view, on the basis of both safety concerns and legal requirements, the Grievant was privileged to refuse his supervisor's directive.

At the arbitration hearing, the Union freely conceded that the roadways within the Employer's Butler County facility are not public highways but are private roads. On the basis of this stipulation, the Employer has attempted to assert that the Grievant had no legitimate basis for refusing his supervisor's directive on March 23, 2001. The Employer reasons that because Section 4941 of the motor vehicle code which establishes gross weight restrictions is limited to vehicle operation on highways, the Grievant's stated basis for objecting to the supervisor's order was meritless.

However, the Union observes that the Grievant relied upon Section 4942 of the motor vehicle code. That section provides:

No vehicle registered as a truck, a combination or a trailer shall be operated with a gross weight in excess of its registered gross weight.

The Union emphasizes that contrary to other provisions of the motor vehicle code, Section 4942 and its prohibitions do not concern operation of vehicles upon highways. Of course, where a statute does not contain a qualification found in companion provisions, that omission is presumed to be intentional. Consequently, in construing Section 4942, the Arbitrator is required to conclude that the motor vehicle code weight restrictions set forth in that section apply to all registered vehicles, whether operated on highways or not.

The Employer's own witnesses acknowledged that the vehicle which the Grievant declined to operate on March 23, 2001 was registered under Pennsylvania law. Its registered gross weight was the statutory maximum of 73,280 pounds. Accordingly, under Section 4942, it could not be operated, even on the Employer's own premises, if it exceeded that statutory maximum weight.

Of course, the weight restrictions set forth in the motor vehicle code are intended to insure public safety. Larger vehicles pose greater hazards than smaller ones. Because of this obvious fact, the Grievant repeatedly questioned the Employer concerning its practice of

permitting traffic on its premises by vehicles exceeding the statutory maximum weight. At all times, the Grievant acted in good faith, attempting to ascertain whether or not the statutory restrictions applied to in-plant operations. However, his efforts to obtain appropriate information were repeatedly rebuffed. The Grievant was instructed to do as he was told but was never provided with any definitive answer concerning whether he placed himself in physical or legal jeopardy should he comply with the Employer's directives.

The Grievant's conscientious efforts to insure that he was acting within the law if he performed as the Employer directed is thoroughly documented in the record of these proceedings. The Grievant placed numerous inquiries to company officials and state and federal agencies but could obtain no adequate response. Additionally, having determined the identity of the Employer's insurance carrier, he contacted that entity to determine whether he could be held individually liable if involved in an accident involving an overweight vehicle. The insurance carrier informed the Grievant that the question he had posed involved a gray area and that it might deny coverage unless the Employer agreed to indemnify its personnel for accidents caused by overweight vehicles. This advice was corroborated by a Pennsylvania attorney retained at the Grievant's own expense, who indicated that the Grievant risked potential civil and criminal liability should he operate motor vehicles which exceeded the weight limitations prescribed by the Pennsylvania Motor Vehicle Code.

In fact, the Grievant was so concerned about the safety and legal implications of the Employer's practices that he discussed them extensively with both his wife and father. Both encouraged him to address his concerns with his employer. However, despite the Grievant's attempts to do so, his efforts were continuously rebuffed and he was instructed to do as he was told. The Employer's unresponsiveness confronted the Grievant with a quandary. Should he continue to follow his employer's directives even though they presented safety hazards and could financially ruin his family, or should he confront the issue. Ultimately, the Grievant had no choice but to confront the issue.

Although the Employer characterizes this case as one of insubordination, that characterization is both unfair and inappropriate. On March 23, 2001, the Grievant agreed that he would transport the coils, but only in a manner which would insure that each separate cargo did not exceed the statutory 73,280 pound weight limit. While admittedly this would have required more trips, it would have shielded the Grievant from potential liability and minimized the risks to the safety of himself and his coworkers. In fact, the Employer patently refused a compromise request which the Grievant advanced that the Employer indemnify him and other truck drivers should civil or criminal liability follow their transporting cargoes in excess of weight restrictions. In short, despite the Grievant's valiant efforts to comply both with law and the Employer's requirements, the Employer placed him in an impossible position.

An examination of the entire record in this case provides convincing evidence that at all times the Grievant acted with regard to both safety and legal requirements. Of course, an employee is not insubordinate if he refuses to perform an illegal act or one which poses an immediate safety hazard. In the Union's opinion, the evidence in this case shows both. If either of these conditions is established, of course, the Employer cannot sustain its burden of proof that the Grievant is guilty of insubordination. The grievance should be sustained and an appropriate remedial award entered in the Grievant's favor.

ISSUE

Did the Employer violate the provisions of the parties' collective bargaining agreement when it discharged the Grievant, Joseph Myers, for allegedly refusing a direct order to operate a vehicle within the plant? If so, what shall the appropriate remedy be?

PERTINENT CONTRACT PROVISIONS

**ARTICLE IX
DISCHARGE AND DISCIPLINARY SUSPENSION**

Section A - Objective

1. In the exercise of its rights, the Company agrees that no employee shall be discharged or disciplined without just cause and due consideration.

....

DISCUSSION

The issue presented for determination in these proceedings is whether the Employer had just cause to discharge the Grievant. The Employer maintains that on March 23, 2001, the Grievant refused to comply with a supervisor's direct order that he haul a load of electrical steel coils, insubordinate conduct clearly warranting the Grievant's termination. The Union initially rejects the Employer's characterization, insisting that the Grievant did not refuse the direct order, but agreed to haul the coils, but only if the individual loads did not exceed 73,280 pounds. Even if the Grievant in fact stated that he would comply with the order subject to the 73,280 pound weight limitation, the Arbitrator must agree with the Employer, that the Grievant's conditional offer of compliance would nonetheless constitute insubordinate conduct. Ordinarily, one must fully comply with a supervisory directive. As has often been stated, the work place is not a debating society and an employee is not free to bargain with an employer concerning the conditions under which he will perform his duties or agree that he will only partially perform the directive. The Employer has established a *prima facie* case by the undisputed evidence that the Grievant refused to perform the specific assignment which his supervisor directed. As both parties are certainly aware, employees are generally prohibited from engaging in self-help by refusing supervisory

directives. Ordinarily, an employee though he may vigorously disagree with an assignment, must perform it and later challenge it through the contractual grievance and arbitration procedure.

The Grievant's conduct would not constitute insubordination, however, if he was able to invoke a privilege which excused him from compliance with the order. Of course, the most common privilege which excuses an employee from the rule that one must comply now and grieve later is the safety exception to that rule. An employee may not be compelled to perform an assignment which is abnormally hazardous to his own safety or the safety of others. The Union has invoked the safety exception in these proceedings, contending that the Grievant held a reasonable, sincere and genuine fear that hauling vehicles exceeding 73,280 pounds which included an improperly secured cargo constituted an unacceptable hazard. The Arbitrator must reject the Union's attempt to invoke the safety exception in this case.

As the Employer correctly observes, in order to justify a refusal to work on the basis of unsafe working conditions, the Union must prove "ascertainable, objective evidence supporting its conclusion that an abnormally dangerous condition for work exists such as to place the employee or other persons at "imminent peril" Gateway Coal Co. v. UMW, 414 U.S. 368 (1974); Custodis-Cottrell, Inc., 283 NLRB 585, 589 (1987); and The United Mine Workers District No. 6, 217 NLRB 541, 551 (1975). As the evidence presented at the arbitration hearing confirms, the trailers which the Employer uses to haul electrical steel coils have manufacturer's rated capacities of 90,000 and 130,000 pounds. The Grievant's objection to hauling loads exceeding 73,280 pounds was based upon limitations contained in the Motor Vehicle Code and not on any demonstrated safety hazard. Indeed, the Union in its post-hearing brief concedes that the only reason that these vehicles might be limited to 73,280 pounds is that they were registered.

Had the trailers not been registered, they could exceed the 73,280 pound limit, but because they were registered, they cannot be operated above that weight so registered, either on or off a highway.

Union's Post-Hearing Brief at p.17.

It is apparent that an unregistered vehicle which can be safely operated at 130,000 pounds does not become unsafe to operate at that capacity once a registration plate is attached. Consequently, the Arbitrator must conclude that the Grievant's refusal to operate a vehicle which exceeded 73,280 pounds was based entirely upon legal concerns and not because such operation posed abnormal safety hazards. The Grievant's legal concerns are addressed more fully below.

In its post-hearing brief, the Union has alerted the Arbitrator to a possible inconsistency in the evidence. At the arbitration hearing, the Grievant's supervisor identified the smaller of the two (2) trailers, the 90,000 pound capacity vehicle, as the one which the Grievant was assigned to drive that day. The supervisor also testified that electrical steel coil cargoes typically weigh 96,000 pounds. Thus, although such a cargo might be carried in the larger trailer, it exceeded the capacity of the one which the Grievant's supervisor identified at the hearing. However, as the Union's brief itself acknowledges, the supervisor testified to a typical cargo weight and not the cargo weight that day. More significantly, however, that the actual manufacturer's capacity of the trailer had been exceeded was not the Grievant's stated basis for refusing his supervisor's directive.

The Grievant's objection that he legitimately refused an abnormally hazardous assignment because the vehicle was allegedly overweight must be rejected. The evidence offered to support the Grievant's only other safety concern, that the cargo was improperly secured, is even less substantial. The Grievant objected that the electrical coils were unsafe because they were not chained. As the evidence confirmed, however, electrical coils are transported in specially designed trailers which contain the load, obviating the need for strapping or chaining. The Grievant conceded that he is not an attorney and he is certainly

not an engineer qualified to state that a coil properly placed in such a trailer is nevertheless hazardous unless additionally secured. The evidence confirms that transportation of electrical coils in these trailers occurs approximately sixteen (16) to eighteen (18) times each day, seven (7) days a week and has continued for twenty-five (25) years. The Grievant admitted that he had made these runs himself.

Q. Now, in 1997, 1998 and/or 1999, there were occasions where you drove a tractor-trailer making these electrical coil runs, weren't there?

A. Yes.

Q. You did that work for a while?

A. Yes. That was under ARMCO.

Q. There were also occasions where you — and I'm just talking about moves that are completely within the plant not outside the plant.

A. Yes.

Q. There were also occasions where you would have hauled heavy, like backup rolls or spindles where the total weight of the vehicle plus the load would have been in excess of 73,000 pounds?

A. Yes.

Q. To be more precise, 73,280 pounds.

A. Yes.

(N.T. at 142-143.)

The Union offered no evidence that electrical coils hauled in CRNO trailers frequently became dislodged if unsecured or that their transportation in the manner which the supervisor directed on March 23, 2001, was abnormally hazardous. For this reason, the Union's invocation of the safety exception must be rejected.

As indicated above, the evidence confirms that the Grievant's refusal to operate a vehicle exceeding 73,280 pounds was not because he believed it would be unsafe but

because he questioned his legal liability should he exceed that weight limitation. The Union predicates its claim of privilege in these proceedings on Section 4942 (a) of the Pennsylvania Motor Vehicle Code which provides:

No vehicle registered as a truck, a combination or a trailer shall be operated with a gross weight in excess of its registered gross weight.

75 Pa. C.S.A. § 4942 (a). As the Union construes this provision, because it is not restricted to vehicles operated on highways, it subjects the Employer to the statutory 73,280 pound gross weight limitation. The Union's argument suffers from numerous infirmities.

A careful combing of the evidentiary record in these proceedings confirms that the Grievant himself, neither on March 23, 2001, when he refused his supervisor's directive, nor at any time prior thereto relied on Section 4942 of the motor vehicle code. In conversations with his supervisor, the Grievant referred only to his CDL restrictions. In testimony before this Arbitrator, the Grievant never referred to Section 4942 of the motor vehicle code. More significantly, a March 1, 2001 letter prepared by an attorney retained by the Grievant to address the Grievant's concerns to the Employer's Industrial Relations Department refers only to Section 4941 of the motor vehicle code which specifies 73,280 pounds as the maximum weight permitted by a vehicle when operated on a Pennsylvania highway. Had the Grievant been aware of Section 4942, he would have undoubtedly referred his attorney to that statutory provision. That he did not do so is substantial evidence that he was unaware of the provision at the time he refused the supervisory directive. The invocation of Section 4942 of the motor vehicle code appears to reflect the able legal skills of Union counsel and not the actual basis for the Grievant's refusal to perform his assignment on March 23, 2001.

An employee may certainly refuse to perform a clearly unlawful directive. For example, if a supervisor instructs an employee to lie to state inspectors, he is not insubordinate if he refuses to do so. Yet this case is quite distinctive for the reason that the

Grievant did not base his refusal of his supervisor's directive on a reasonable belief that operating a vehicle exceeding 73,280 pounds was clearly illegal or almost certainly illegal. As the Grievant himself testified, he believed the applicability of the weight limitation to private roadways to be an unresolved legal issue. He repeatedly characterized it as a gray area, reflecting advice he had received from private counsel on March 1, 2001. In short, by the Grievant's own testimony that he regarded the issue as unresolved and not clearly illegal, does not present the imminent peril required to invoke a privilege and insulate him from discipline for insubordinate conduct.

The Union's subsequent introduction of Section 4942 of the motor vehicle code at the time of the arbitration hearing is unavailing. As the Employer correctly observes, because the terms "registered" and "registered gross weight" both refer to restrictions on vehicles when operated on a highway, the fact that the provision itself does not expressly include the words "on a highway" does not indicate that it would apply to private roadways. In the Arbitrator's opinion, the Employer's construction is more likely the correct construction. Criminal penalties can attach to a violation of Section 4942. Because criminal penalties may attach, the statute must be very strictly construed. However, the Arbitrator need not attempt to resolve the parties' competing interpretations of Section 4942 of the motor vehicle code and whether it extends the 73,280 pound weight limitation to registered vehicles operated solely on private roadways. As both parties are aware, although an Arbitrator can render interpretations of the parties' collective bargaining agreement which are binding upon both of them, he generally does not render fully authoritative rulings on questions of statutory law. It is unlikely in any event that any interpretation this Arbitrator might offer would be satisfactory to the Grievant.

Furthermore, testimony elicited from the Employer's industrial relations officer established that some months before the March 2001 incident the Grievant had been informed that the Employer's methods of operation had been determined to be safe and,

significantly, that the Grievant had further been informed that he could bid out of the assignment if he was not persuaded that the job presented extraordinary risks of harm:

Q. Tell us about your meeting with [the Grievant].

A. It lasted for about an hour. [The Grievant indicated to me that he felt as though it was unsafe to operate a truck that was hauling coils within the plant. He felt as though the CDL requirements were applicable and that AK Steel was violating those rules. He also indicated that he felt as though AK was under the guidelines set out by Pennsylvania motor vehicles. I told Mr. Myers that, on both of those issues, that he was wrong. That we felt, number one, it was safe. That AK takes safety extremely serious, it has been investigated more than once, and as far as private property and the applicability of Pennsylvania motor vehicle laws, they were not applicable on private property.

We talked more on that. I indicated to Mr. Myers that he should look elsewhere within the plant, bid out of the department; that that assignment was part of the position that he was on; that he should consider that; that it has been going on for years and years and other drivers have been doing the assignment and it is safe.

At that point in time, I believe I also indicated to Mr. Myers that in any industrial environment, we could not condone self-help; that there were other avenues he could take if he felt strong on the issue, but that we were not going to allow employees to pick and choose what assignment they liked or didn't like.

The assurances given by management in December 2000 did not dissuade the Grievant from his opinion that hauling coils in the manner directed by management was unsafe and illegal. The Grievant, though perhaps misguided, maintained his conviction that he could not safely or legally operate a vehicle weighing more than 73,280 pounds within the plant.

The record provides no substantiation for the Grievant's assertion that the Employer directed him to perform a clearly illegal act or to engage in an activity that posed extraordinary risks beyond those inherent in the job and routinely encountered by similarly situated employees. Furthermore, the Grievant had been counseled that if he continued to feel the job presented risks unacceptable to him, he could bid to another position or invoke other measures ; the Grievant was specifically instructed not to resort to self-help. Despite that counseling, the Grievant remained on the job and filed no grievance. The Grievant could provide no satisfactory explanation for failing to avail himself of those obvious, entirely acceptable options. After describing the risk of complying with management's directive as unacceptable because "you [could go out and hit and kill somebody and then you have to sit in jail for God knows how long ... To me that's not worth it. Now I've lost my family for however many years you're sitting in jail, possibly going to lose everything financially ...", the Grievant weakly explained that he did not bid out of the position and avoid the risk he described because "I like to drive the truck". (N.T. at 140-141; 161)

A sincere, if misinformed, subjective belief that an assignment involves abnormal safety risks does not excuse a refusal to perform the assignment, but certainly may mitigate against extreme discipline. In this instance, however, the confrontation with management on March 23, 2001 was an entirely avoidable event. The directive to drive the haul the backup rolls and electrical coils was not at all unexpected; the Grievant had long anticipated the assignment. As important, the Grievant had been expressly instructed by a multitude of supervisory personnel that the assignment was to be performed by him in the manner the Employer had customarily directed its drivers to do. Just two (2) days before the March 23

confrontation, the Grievant was given explicit warning of the consequences of refusing the assignment. The question presented, therefor, is whether the sincerity of an employee's own conviction that an assignment is unsafe, notwithstanding that there is no valid objective basis for that opinion, and despite the employee's election to forego opportunities to avoid an incident of insubordination should insulate the employee from discipline. Obviously, it should not. An employer cannot function if it must yield to unsubstantiated complaints by employees that the accepted methods of operations are unusually dangerous. If an employee earnestly believes a job to be unsafe, but, over an extended period of time, has repeatedly been advised that management is fully aware of the employee's complaints, has considered those complaints, and disagrees with them, then the employee must either grieve or leave the job. The Grievant here did neither, but instead decided to wait on the opportunity for a direct confrontation on the job, and in effect, insist that the job would be performed, if at all, according to his view of the matter. That is the plainest form of insubordination. The likely consequences of that insubordination were known by the Grievant well in advance of March 23.

AWARD

The grievance is denied.

Dated this 30th day of November, 2001, at Pittsburgh,
Pennsylvania.

Irwin V. Dean, Jr.
Irwin V. Dean, Jr., Arbitrator

Butler Armco Independent Union

Exhibit 30



P.O. Box 2128
Butler, PA 16003
Phone 724/284-2248 • Fax 724/284-2956



P.O. Box 2128
Butler, Pa. 16001
Joseph Myers
147 Heather Dr.
Butler, Pa. 16001

Dear Joseph Myers,

Enclosed is a letter from the Butler Armco Independent Union's council regarding any further action to be taken by the Union on Arbitrator Erwin J. Dean's award for BU-01-118.

Carl V. Nanni
President
Butler Armco Independent Union

MURTAGH & CAHILL

ATTORNEYS AT LAW

110 SWINDERMAN ROAD
WEXFORD, PA 15090-8613
TELEPHONE (724) 935-7555
FAX (724) 935-7099

JOHN W. MURTAGH, JR.

December 12, 2001

Mr. Carl Nanni, President
BAIU
P. O. Box 2128
Butler, PA 16003

RE: Arbitration BU-01-118 (Joseph Myers)

Dear Mr. Nanni:

The Rules Committee has asked me for my opinion concerning what action is necessary and/or appropriate in light of the recent decision by Arbitrator Irwin Dean in the above captioned matter.

As you know, the Arbitrator's Award is final and there is no further action with respect to Mr. Myers' grievance which can be undertaken by the Union in that regard. As reflected by the transcript of the arbitration hearing, the briefs submitted by the Company and the Union, and the Arbitrator's detailed and extensive award, Mr. Dean fully and fairly considered all of the issues raised before him concerning Mr. Myers' dismissal from employment for "insubordination" and his justifications presented for the same.

We strenuously argued, on Mr. Myers behalf, that he had a good faith belief that the transportation of steel coils in the manner directed by the Company was in violation of applicable Pennsylvania Motor Vehicle statutes and presented the real possibility of injury or harm to Mr. Myers and/or to someone else. Unfortunately, given the Company's evidence that this method of transportation has been utilized, and engaged in without complaint by other labor department drivers, for a good number of years, convinced the Arbitrator that there was nothing inherently unsafe or immediately perilous about this activity. In addition, although we argued that the Company's use of "registered trailers" to transport these items brought the statutory weight limits applicable on Pennsylvania highways to bear on in-plant shipments, the Arbitrator rejected this argument, principally because Mr. Myers had not raised it prior to his termination. In other words, he found that the statutory argument was an after-the-fact justification and that it did not apply under the circumstances.

Given the history, and the Arbitrator's very clear award, there is nothing further that the Union can do on Mr. Myers' behalf.

This is not to say that Mr. Myers may not choose to pursue this matter with private counsel if he wishes to do so.

The question remains whether or not continued transportation of these coils in the manner dictated by the Company may present problems for other labor department drivers. In the absence of a grievance challenging the safety of this method of transportation, not to mention the question of legality raised by Mr. Myers, the Union of course has no basis upon which to proceed with another case. Should another labor department driver feel that the methodology employed by the Company is unsafe, a grievance should be filed, but prudence dictates that the employee continue to operate as directed until that grievance is heard and resolved.

Given the further fact that no federal or state agency was able to give Mr. Myers a conclusive answer about the weight limits being in violation of state or federal law, the only other approach which the Union might take is to refer the matter to the safety coordinators and the appropriate officials of the Company for possible review in light of the arguments advanced by the Union. AK Steel is within its rights in relying on the opinions of its safety and legal personnel, and its decision to operate in this manner is very likely not going to be upset short of a conclusive demonstration, and indeed written opinion, of some appropriate federal or state agency indicating that the practice is illegal, unsafe or otherwise inappropriate.

Therefore, the only advice I can give to the Union at this time is to diligently pursue any grievance which might be filed on behalf of a labor department truck incumbent, should one be forthcoming, and to raise the matter through the safety coordinators and the appropriate Company safety officials should the issue continue to be one of concern. In light of the evidence presented during the Myers case, however, I have deep reservations as to whether or not the outcome of any such grievance or study would be different than the result reached by Mr. Dean.

If you have any further questions or comments about this matter, please do not hesitate to contact me.

Very truly yours,


John W. Murtagh, Jr., Esquire

JWMjrAcp



Timothy F. McCune
District Attorney

Butler County

124 W. Diamond Street -- P.O. Box 1208 -- Butler, PA 16003-1208
(724) 284-5222 FAX (724) 284-5460 TDD (724) 284-5473

December 19, 2001

Joseph Myers
147 Heather Drive
Butler, PA 16001-2819

RE: AK Steel

Dear Mr. Myers:

I have reviewed the information you sent me including the two page letter with the Union's Brief enclosed and a copy of the letter you apparently sent to several AK Steel officials dated March 21, 2001.

I have no opinion regarding your employment claims with AK Steel. I am, however, of the opinion that the Pennsylvania Vehicle Code weight restrictions involved in this matter apply only to the operation of vehicles upon highways and would not apply to the operation of vehicles on AK Steel's private property.

Very truly yours,

Timothy F. McCune
District Attorney

TFM/sjl

cc: John W. Murtagh, Jr., Esq.
Murtagh & Cahill
110 Swinderman Road
Wexford, PA 15090



AK Steel

Butler Works'

**Safety
Health
and
Security
Handbook**

WELCOME

At the Butler Works of AK Steel, Safety, Health, and Security is our first responsibility. We want Safety, Health, and Security to be your first thought. Your supervisor will teach you how to do your job safely. If you do not understand the job or if you feel that it is unsafe, before you act, contact your Supervisor at once with your safety concern. It is your responsibility to read this booklet and know what is in it. Learn the Safety, Health, and Security Rules in your department. If you change jobs, learn the Safety, Health, and Security rules of your job.

June 2002

TO: Butler AK Steel Men and Women

The purpose of this book is to help promote a good Safety, Health, and Security focus among all of the AK Steel - Butler Works' team.

I want you to know that I am sincerely concerned about your safety, the safety of your family; and indeed, safety is the number one priority at this facility.

Having pioneered the safety movement in the steel industry, all of us have learned that tested safe practices, practical mechanical safeguards, adequate personal protective equipment, and safety rules do prevent injuries.

Experience also proves that each individual must establish a personal desire and conviction to act and think safely - to learn and understand fully the safe way to do each and every job assignment.

Reading this book and referring often to its important Safety, Health, and Security instructions will help you prevent injury, protect you, and protect all AK Steel - Butler Works' employees. One person can make a difference! This is most true where safety is concerned. Let all of us work safely for ourselves, but most importantly, for our families.

General Manager - Butler Works

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FOREWORD

Safety is the responsibility of every employee every minute of the day and night whether he or she is at work, at home, or on the highway. Your best safeguard is to train yourself to THINK and PLAN for your own safety and the safety of those working with you. If you plan ahead and think of the safe way to do a job at all times, you will ACT and WORK SAFELY. This is your first duty to yourself, your family, your co-workers, and your company.

The General Safety, Health, Security, and Industrial Hygiene Instructions in this book were developed for one purpose - to protect you and other employees from injury. This handbook does not constitute, and should not be viewed or relied on as, a contract of employment or as a part of your employment contract, nor does it imply that successful completion of an orientation period should be construed as a promise or guarantee of permanent employment. Employees' performances will be continually monitored by the responsible supervisor. Know the safety, health, industrial hygiene, and security rules and follow them. Your cooperation in preventing accidents is an absolute necessity.

Ignorance of safety, health, industrial hygiene, and security instructions or regulations is not an excuse for having an injury or being responsible for the injury of someone else. The memory of

being responsible for the injury of your co-worker is something which will stay with you for a long time.

If you see any condition, behavior, practice, or method of working in your department which looks dangerous, report it to your supervisor immediately. Also, consult your supervisor about the proper procedure if you have any question about your work. Under no circumstances should you take unnecessary risks.

ANY PLANT INJURY AND/OR NON-INJURY INCIDENT, NO MATTER HOW SLIGHT, MUST BE REPORTED TO YOUR SUPERVISOR IMMEDIATELY. YOU MAY FEEL THAT A MINOR PLANT INJURY DOES NOT REQUIRE ATTENTION, BUT DON'T TAKE A CHANCE. IT IS NOT AN OPTION!

If you become ill when at work, do not continue on the job; report to your supervisor immediately.

Read the bulletin boards. We can all profit from the thoughts and experiences of others.

Be alert to the safety of visitors and new employees. Frequently, they do not understand the movement of the materials or the operations of machines; and they may walk or stand in an unsafe place. Do not hesitate to tell them if they are in danger. They will appreciate your concern for their safety.

The rules and instructions contained in this book are supplementary to applicable federal, state, and local laws and regulations. In the event of differences, the higher standard of safety shall apply. In addition to the General Safety and Industrial Hygiene Rules and Instructions, Plant Conduct Rules and Regulations, the General Safety Orders, the Company Policies on Asset Protection, Proprietary Information, Drugs, Alcohol and Other Intoxicants, Vehicle, Package and Locker Inspections, Sexual Harassment, Smoking, and Workplace Violence, local plant management has issued Department Rules, Safety and Health Standard Practices, Job Safety and Health Analyses, General Maintenance Safety Guides, and Standard Security Procedures (which are subject to update and change anytime and for any reason) in an effort to make this a safe and secure place to work.

Rules and mechanical safeguards are not enough to make people safe. You must want to be safe; you must be safety-minded. You must know the rules of safety and security and practice them every day to protect yourself and your co-workers. Failure to do so can only lead to disaster. This is why a violation of any of the rules, orders, or safe practices must be reinforced by appropriate corrective or disciplinary action.

The thing to remember, however, is that your personal safety and security is your most important priority; and know that by observing all

safety and security regulations, you will enjoy your job under safe, secure, and pleasant working conditions.

If you lose this book, another copy may be obtained from your supervisor, the Safety Department, or Employment Office.

- 2) Office building roofs that are designed with edge protection.
2. Roof access points such as ladders or stairways shall display signs stating, "Access to Roof is Prohibited without Department Authorization".

OPERATION AND CARE OF VEHICLES AND MOBILE EQUIPMENT

Operation of vehicles such as cars, trucks, tractors, forklifts, pay loaders, cranes, and other mobile equipment require various degrees of license classifications and training. Those persons who operate company or personal vehicles on company property or on local, state, or federal highways for business purposes must comply with all State and Federal regulations, training, and license requirements. Operators are also required to comply with plant regulations and applicable department safety rules. State Motor Code rules and regulations pertaining to the vehicle itself and operation are also to be adhered to, i.e., seat belt use, inspections, etc.

(Refer to SSP-0060-8, 11, 12, and 22, SHSP-0035-19, SHSP-0035-28, and GMSG 0018, 0052, and 0068.)

testing or charging batteries or jump-starting an engine.

2. Only authorized and trained personnel shall work near lead-acid batteries, either in a vehicle, on a bench, or as part of an electric power source. The manufactures' instructions and all applicable JSHA's must be followed when using any equipment on or around batteries such as battery chargers or testers.
3. Refer to your Department Supervisor for how to properly dispose of the used batteries.

MOBILE CRANE OPERATION

1. Center of Boom point must be directly over the load during all lifts.
2. Outriggers must be fully extended on firm ground, or mats must be used.
3. Slings, Shears, Load Block, and all components must be in good condition.
4. Load Radius and boom length must be in accordance with approved rigging procedures.
5. Crane Charts for capacity are in the crane cabs.

6. Rated Load Capacities, recommended operating speeds, and special hazard warning must be posted on all Mobile Cranes. When making a lift, add a safety factor of 15% or 5 tons (whichever is greater).
7. Mobile Cranes must be inspected by the operator before each use. All deficiencies must be corrected prior to use.
8. All Operators must follow GSO-0035-3 when working near railroad tracks.
9. To Prevent Damage to wire rope, sheaves, load blocks, and/or jib crane attachments, the operator must control the speed of the crane to prevent excessive bounding when traveling to the job site.

RAILROAD EQUIPMENT AND TRACKS

1. **Look, Listen and Yield** before crossing railroad tracks when walking or driving - Radio-Controlled Locomotives (RCL's) have the right-of-way. Cross-tracks inside or outside of buildings at the regular crossing points. Do not step or stand on rails when crossing. They are tripping and slipping hazards.
 - a. Do not go under, over, on, or in a locomotive or other railroad car for any purpose or work on or near any railroad

Help for drug and alcohol problems can be obtained through contacting your Supervisor, Company Doctor, or Employee Assistance Program Coordinator.

(Refer to Drug and Alcohol Policy.)

4. Insubordination, including failure to carry out definite instructions or assignments, is prohibited.
5. Possessing, using, or passing weapons, incendiary devices, or explosives is prohibited.
6. Violations of common decency or morality of the plant or community, including indecency (The Sexual Harassment Policy), disorderly conduct, abusive or threatening language, or conduct, which endangers the safety of others, is prohibited.
7. Willful hampering of production, producing defective work through obvious carelessness or negligence, or concealing defective work (sabotage) is prohibited.
8. Willful damage to, destruction of, defacement of, or neglect of company, customer, contractor, visitor, or another employee's machinery or property is prohibited.

Other types of misconduct will also not be tolerated. Anyone found engaged in any of the following unsafe practices or improper behavior **COULD BE SUBJECT TO DISCIPLINARY ACTION, UP TO AND INCLUDING DISCHARGE.** While not intended to be all-inclusive, outlined are many of those areas of behavior, which are not in the best interest of AK Steel or its employees. Any disciplinary action will, of course, be based on facts and circumstances in each specific case and total record of the employee involved.

1. Violation of any Butler Works safety order.
2. Violation of any Butler Works departmental safety rule.
3. Willful violations of OSHA standards.
4. Leaving the job or work area during or before the end of one's work shift without permission.
5. Not using authorized, designated walkways when entering or leaving the plant. **Do not take shortcuts through other departments when going to or from your locker room.**
6. Not wearing all the protective clothing and equipment prescribed for your job.

7. Using/working on crane runways without the authorization of your supervisor. Only authorized employees are permitted in crane cabs.
8. Tampering with or operating any switch that is locked or any switch which does not concern your job. (*Refer to GSO-0035-1.*)
9. Knowingly harboring infectious disease, which may infect others.
10. Failure to report an incident, injury and/or non-injury, or deliberately giving false testimony in incident investigations or reports. Injuries and incidents, no matter how slight, shall be reported immediately to your supervisor.
11. Smoking or utilizing an open flame in dangerous and posted areas.
12. Horseplay, scuffling, pranks, goosing, wrestling; throwing materials at or near others will not be tolerated.
13. Unauthorized crossing under, over, or between railroad cars.
14. Gambling and/or organizing, operating conducting gambling activities.

15. Careless waste of material, abuse of tools, machinery, or equipment. Be sure to follow published and established safety practices in starting up, operating, and shutting down equipment.
16. Improper operation of motor vehicles.
 - a. Do not drive into or through the plant unless authorized.
 - b. Failure to comply with parking and plant drive-in rules and regulations. (Refer to SSP-0060-8, SHSP-0035-19, SHSP-0035-28, and GMSG 0018.)
17. Infractions of security or proprietary policies and regulations. (Refer to the *Proprietary Information Policy* and the *Standard Security Procedures and Policies*.)
18. Violations of criminal laws.
19. Failure to disclose conflict of interest or violation of business ethics.
20. Sleeping while on duty is prohibited.
21. Unauthorized use of or carrying concealed cameras.

22. Unauthorized selling, soliciting, canvassing, or distribution of goods.
23. Posting unauthorized notices, defacing walls, or tampering with bulletin boards.

ASSET PROTECTION POLICY

A fundamental obligation of every AK Steel employee is safeguarding funds and other property of the Company. While most AK Steel employees discharge this obligation in an exemplary way, unfortunately there remains the possibility of theft or similar violation of trust.

Breaches of honesty, theft or attempted theft of funds or property belonging to the Company is a violation of Company Policy. Property includes, but is not limited to: product, Company funds, tools, office equipment and supplies, spares, gloves, flashlights, stores inventory, repair and construction materials, raw materials, alloys, scrap, slag, lumber, vehicles, fuels, lubricants, wages fraudulently secured, telephone and computer equipment, master keys, janitorial supplies, telephone service, employee health and welfare benefits, proprietary information.

Employees who violate this Policy are subject to disciplinary action up to and including discharge. Employees have an obligation to report all violations

of this Policy to the Plant Protection Department immediately.

All violations of this Policy will be reported to the Internal Auditing Department. Investigations initiated by the Company will be conducted in a legal and ethical manner with consideration for the rights of the employee. It is AK Steel's policy to furnish evidence of any breach of honesty, theft, or attempted theft to local law enforcement authorities, and to cooperate with them in all respects and to urge prosecution. In addition, AK Steel will publicize convictions within the Company as is warranted and will initiate action to recover any and all financial losses.

PROTECTION OF PROPRIETARY INFORMATION POLICY

In AK Steel Inc. Butler Works, certain information, product specifications, processes, procedures, and technical data are considered "proprietary" and are a valuable asset of the corporation. Willful or negligent failure to protect product information, product specifications, process procedures, and technical data is a violation of AK Steel Inc. policy regarding the protection of proprietary information. Any clear infraction of this policy will subject an employee to disciplinary action up to and including discharge depending on the seriousness of the offense.

Receipt for

**AK STEEL SAFETY, HEATH, and
SECURITY HANDBOOK**

In acknowledging receipt of this AK Steel Safety, Health, and Security Handbook presented to me by AK Steel Inc. - Butler Works, I agree to read all Safety, Health, and Security instructions and, to the best of my understanding, do all possible to prevent injury to others and myself.

PRINTED NAME

SIGNATURE

CHECK NO.

I gave the above employee a copy of the AK Steel Inc. - Butler Works' Safety, Health, and Security Handbook. The employee also was personally instructed in the hazards of his or her work.

SUPERVISOR

DEPARTMENT

Butler Armco Independent Union

Exhibit 34



P.O. Box 2128
Butler, PA 16003

Phone 724/284-2248 • Fax 724/284-2956



September 11, 2002

B.A.I.U. UPDATE

President Jim Gallagher 2595	V. President Jack Lewis 2949	Griev. Comm. Keith Hobaugh 2951	Secretary Hank Leyland 2948	Cont. Out Joe Marzullo 2959	Rate and Inc. Dan Cuffman 2950	Treasurer Dan Green 2960	Safety Chairman Jim Fletcher 2693
------------------------------------	------------------------------------	---------------------------------------	-----------------------------------	-----------------------------------	--------------------------------------	--------------------------------	---

September 11

It has been a year already since the attack on our Nation. Please take a moment to remember those fallen "Heroes", innocent victims and their families in prayer today.

Arbitration Award

Arbitrator Dean recently returned an award on a "Discharge Arbitration". Dean awarded in favor of the grievant to the extent that his discharge was reduced to a 60-day suspension.

One important fact that was established by Dean in this case was that AK does have progressive discipline. "Despite the Employers contentions that it does not subscribe to a policy of progressive discipline, it is apparent from the documentary record that prior instances of alleged misconduct factored into its disciplinary determination in this case".

Arbitrator Dean stated in his award: "Although the Grievant clearly violated work rules with which he was familiar, the record strongly suggests that the Grievant's misconduct was provoked in substantial part by the supervisor's oppressive management style. The Arbitrator ruled that discharge was not appropriate, and the penalty be reduced to a 60 day suspension. Also the Grievant is to be made whole for lost earnings in excess of the 60 days.

Union Picnic

Saturday August 2, 2003 will be the date of next years picnic, **plan now to attend!**

August Employee Exits

Mathew Burdick	Resigned	(Also Alan Daum was missed for July resignation)
Carl Heck	Broke Service	
Kenneth Collier, Jr.	Retired	
Robert Shay	Retired	

Total resignations for 2002 so far are: 21

AK-Coshocton

United Auto Workers are attempting to organize the Coshocton Plant. Employees at the plant will be voting as to whether or not to become unionized, on September 19, 2002. AK has gone to great lengths and spent a lot of money in order to thwart this effort.

Good Reading Material

There is an excellent book out entitled "Confessions of a Union Buster" by Martin J. Levitt; This book will enlighten you on what despicable tactics companies will resort to in order to keep their work forces from unionizing. Some of the tactics may sound familiar.

Exhibit 35

November 1, 2002

Dear Fellow Employees and Family Members:


Sadly, I report that one of our employees, Keith W. Eckenrode, died Tuesday from injuries sustained in an accident at a processing line at the Butler Works. On behalf of the entire organization, our prayers and sympathies are with his family and friends.

As you know, safety is our first priority and we take every single injury, and even potential injury, seriously. Collectively, we have built the best safety program and the best safety record in the industry. This week's tragic event must serve to remind all of us why we strive so hard for safety's sake.

Our investigation into the accident continues. As with every injury, we must know as much as we can about the causes and contributing factors to the accident. Following our investigation, we will take all appropriate steps to insure, to the best our ability, that similar accidents are prevented.

Our ultimate safety goal has not changed – zero injuries. I believe we can achieve that goal, and I am committed to that goal. But it requires a complete commitment 100% of the time from each of you as well. You, as AK Steel employees, have demonstrated over and over that you are more than capable of reaching such extraordinary goals.

Sincerely,



Butler Armco Independent Union

Exhibit 36



P.O. Box 2128
Butler, PA 16003
Phone 724/284-2248 • Fax 724/284-2956



Wednesday, November 06, 2002

Men and Women of the Butler Armco Independent Union, whether past or present; you, your family and friends are invited to attend a rally to honor our Veterans and to embrace the values and freedoms that they have so valiantly defended. Men and women active in our rank and file, and our retired members, have defended and continue to defend our freedoms at home and abroad. These values and freedoms are constantly under siege. Now is the time for everyone to come together in a visible and potent demonstration of the strength of our Union. This rally is not intended to detract from our Veterans but to honor them, and to stand together in defense against any and all enemies that attack our rights and freedom.

Many of our enemies are quite obvious, yet others remain hidden and faceless. The attacks of September 11, 2001, and the continued threats of violence have created additional stress and anxiety for all Americans. If we take this level of stress and anxiety and couple it with that which is applied by "Corporate America" on today's workforce, the amount of damage it has done to our Union brothers and sisters is staggering.

AK Steel has gone too far in its campaign to harass, intimidate, coerce and threaten the hardworking men and women of Butler who have for the last 75 years made the Butler Operation one of the most profitable plants in the world.

In three short years AK has managed this plant from profit to loss, but it hasn't fired the CEO, Wardrop, or the Plant Manager Mark Tabler. And while the bosses make plans to build a luxury hunting lodge on plant property at a cost of hundreds of thousands of dollars, Dick Wardrop is making plans to see if AK can weasel out of its commitments and cut our pension benefits for the future. He calls it "sharing in the grief". We question Mr. Wardrop's definition of "grief" as he basks in his \$8.8 million a year compensation.

While managers make plans to jet around the country for fun, our members are making plans to scale back holiday celebrations because there is no "Profit Sharing" again this quarter. While managers are slithering around the plant to try to catch someone in a real or imagined safety violation, our members are afraid to go to the plant hospital with a scratch or a bump because a suspension is sure to follow.

If you don't think it can happen to you, just ask the fifty-nine (59) members discharged, or the two hundred and twenty-four (224) members suspended, since AK took over in 1999.

Steelmaking is dangerous, as we were tragically reminded one week ago. We don't need to be spied on and harassed to remember that. It's our people who get hurt, our people who suffer, not the managers. We put our lives on the line every day to make the best product in the world. We earn the money that pays for Wardrop's salary, not to mention his \$4.8 million dollar pension package. We earn the profits that the company squanders and We want to be treated with dignity and shown the respect that we have earned through our blood and sweat.

We, the officers of the Butler Armco Independent Union, will fight for what's right, but you need to stand up, be counted and show the suits and their puppets that our membership is not afraid - See you at the "Diamond"!

**Monday, November 11, 2002
3:00PM
Diamond Park
Butler, Pa**

"ALL THAT IS NECESSARY FOR THE TRIUMPH OF EVIL, IS THAT GOOD MEN DO NOTHING"
- Thomas Jefferson

AK Steel Corporation
BUTLER WORKS
P.O. BOX 832
BUTLER, PENNSYLVANIA 16003-0832

TELEPHONE 724.284.2000

Gerald W. Hesidz
Director - Safety and Risk Management

RECEIVED

Exhibit 38

02 NOV 15 AM 9: 54

OSHA - PGOO

November 12, 2002

Robert Szymanski
Area Director
Occupational Safety and Health Administration
Federal Building, Room 1428
1000 Liberty Avenue
Pittsburgh, PA 15222

RE: Letter received by fax on 11-6-02 alleging coils are transported in overloaded trailers and are unsecured as well as alleging that this is being done against company procedures.

Dear Mr. Szymanski:

As you are aware, we produce both stainless and electrical grades of steel here at the facility. The movement of our coil product from one area of the plant to another involves transit by tractor trailer on coil hauling flatbeds.

I will respond to each item of the complaint separately.

Overloading of coil hauling trucks:

Our trucks are not overloaded. For hauling loads of coils outside the plant, we follow state and federal requirements for public roadways. Inside the plant, our practice is to use the load capacity ratings of the vehicles as the maximum weight limit. For example: the hauling of our electrical grade coil products can be a combination of sizes and weights on the same trailer. (See Enclosures 1a-1d). The load capacity for our CRNO trailer is 130,000 pounds with instructions to the operators to load no more than 2 quad coils (weighing 48,00 pounds each). If a mixed size load of coils is being transported by this trailer, the operator must calculate the total coil weight to assure they do not exceed 120,000 pounds per the Job Safety and Health Analysis for hauling electrical grade coils (See Enclosure 2: JSHA 057-0579-600B). Our Hilltop trailer has a 90,000 pound capacity and likewise has requirements not to exceed that weight limit.



Robert Szymanski
Page 2
November 12, 2002

Our stainless product is transported from our Main Plant on Armco Drive to our Stainless Processing Plant on Bantam Avenue by rail. If we must use tractor trailers and flatbeds, stainless coils are transported in full compliance with state and federal motor vehicle code regulations.

Coils are transported "unsecured":

Our electrical steel grade coils are susceptible to product damage from load binding. For this reason, we have the two trailers mentioned in the first section designed with a "V" trough in the bed (See Enclosures 3a, 3b, & 3c). This allows the coils to ride in the depression of the trailer securely without binding. In other cases, we have laid quad coils down "eye to the sky" for transit. These are the only exceptions to traditional securing a load by binding, and we have taken precautions by the specially designed trailer trough to assure the load is secure. In-plant roadways are posted with 15 mph in populated areas and 25 mph in several normally unpopulated stretches. All other material in transit, whether it be product or parts for delivery, are done with chain binders or strap binders.

Exception Approval:

The aforementioned are done by exception and approved by the safety group.

Our handbook (See Enclosure 4) has instructions for the operation of trucks and other pieces of mobile equipment. Page 100 - #5 instructs, among other things, "not to ride in a truck with unsecured loads". As described in Section #2, these coils are not unsecured; they are in a trough or "eye to the sky" position which keeps them from moving. Page 100 - #7 instructs employees "not to transport loads that are unstable or above the rated capacity of their vehicles". As described in Section #1, these vehicles are not overloaded.

SHSP-0035-28, "Qualifications for Mobile Equipment Operators", is enclosed (See Enclosure 5) for your review. Section 2.9 directs the employee to "follow the state motor vehicle code, both inside and outside the plant, paying particular attention to the regulations covering seat belt usage, stop signs, speeding, reckless driving, overloading, and condition of the vehicle." Any transit of material outside the plant is done per state code with CDL qualified drivers. On nonpublic highways, (i.e., in-plant roads), we expect our drivers to follow the same requirements of the state code that apply.

AK Steel Corporation

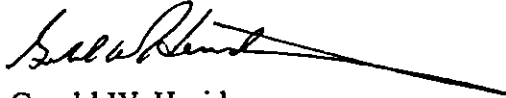
Robert Szymanski

Page 3

November 12, 2002

If you have any questions, please give me a call at 724-284-2240.

Sincerely,



Gerald W. Hesidenz

Director – Safety and Risk Management

GWH/ln

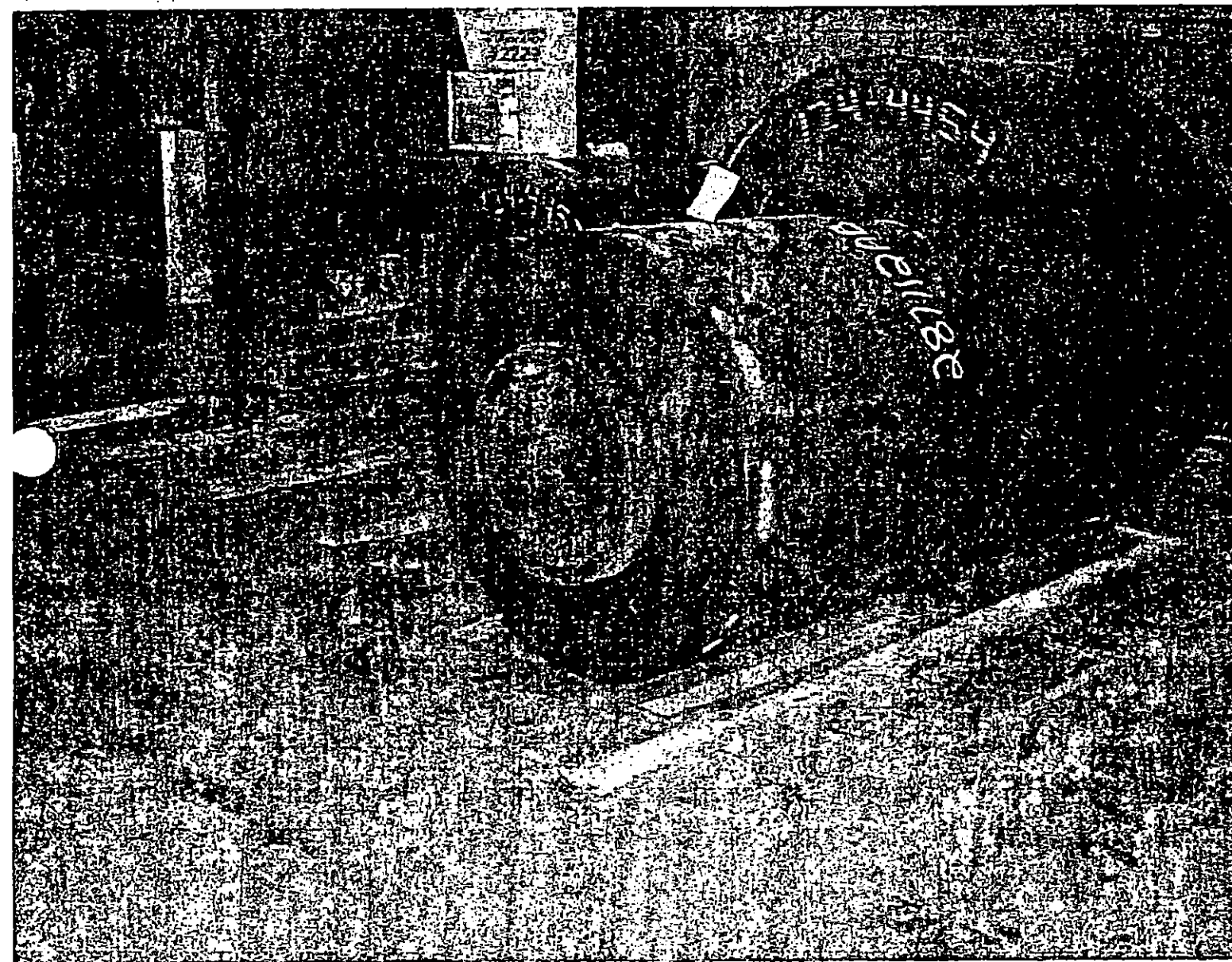
Enclosures

cc (w/out enclosures): Mark Tabler
Tom Ayres
John Vensel
Bill Smith
BAIU Office
Labor/Trucks Bulletin Board
Jim Stanley - Middletown

ENCLOSURES

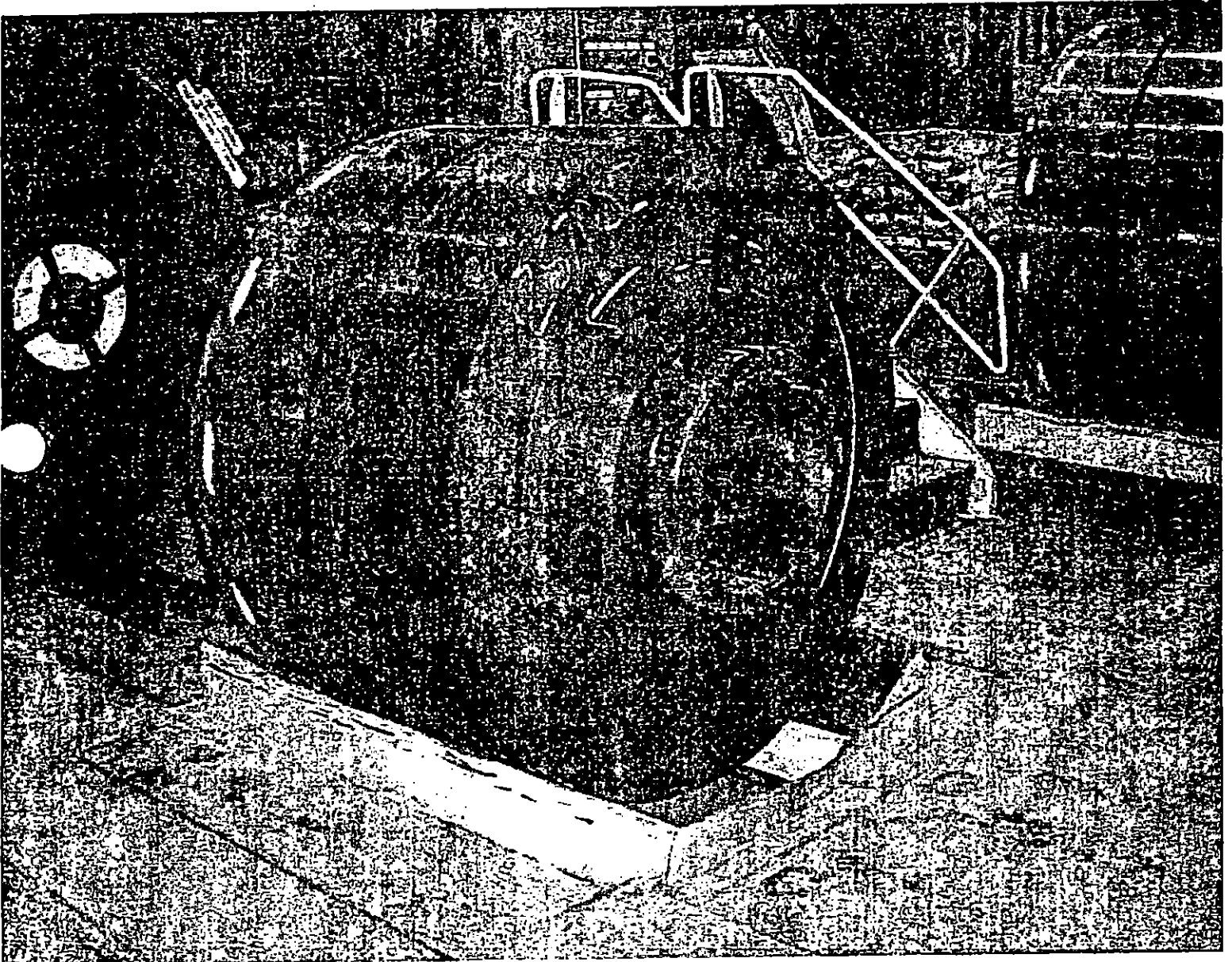
<u>Enclosure Number</u>	<u>Title</u>
1a	Photo - Single coil
1b	Photo - Double coil
1c	Photo - Triple Coil
1d	Photo - Quad Coil
1e	Photo - Loaded Coil Hauling Trailer
2	JSHA 057-0579-600b "Hauling Coils Intra Plant"
3a	Photo - Loaded coil hauling trailer
3b	Engineering Blueprint - 65 ton capacity CRNO trailer
3c	Engineering Blueprint - 45 ton capacity Hilltop trailer
4	<u>AK Steel Butler Works Safety, Health and Security Handbook</u>
5	<u>AK Steel Butler Works Standard Safety and Health Policy 0035-0028 "Qualifications for Mobile Equipment Operators"</u>

Attachment 1a



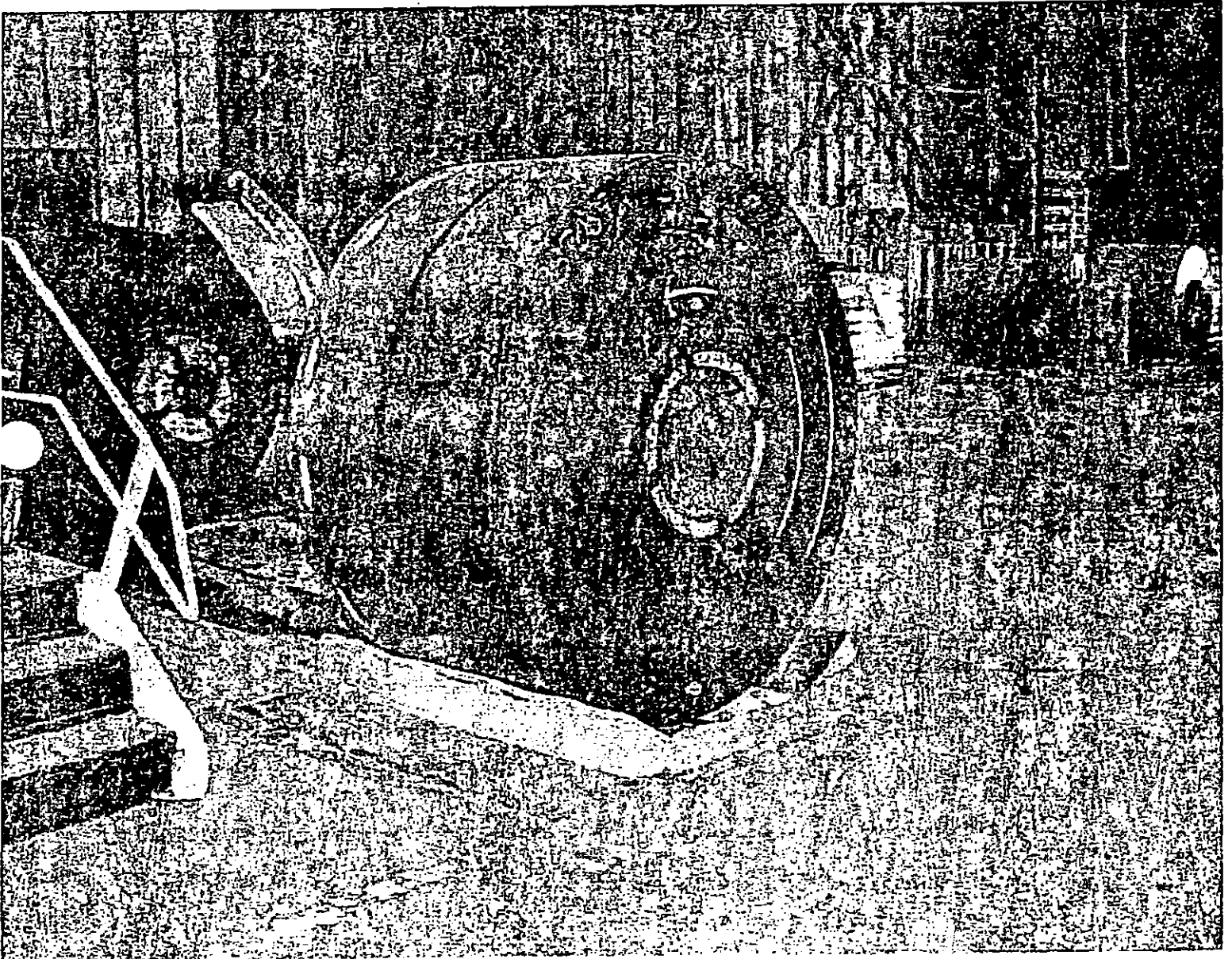
Single coil $\approx 12,000$ lbs

Attachment 1b



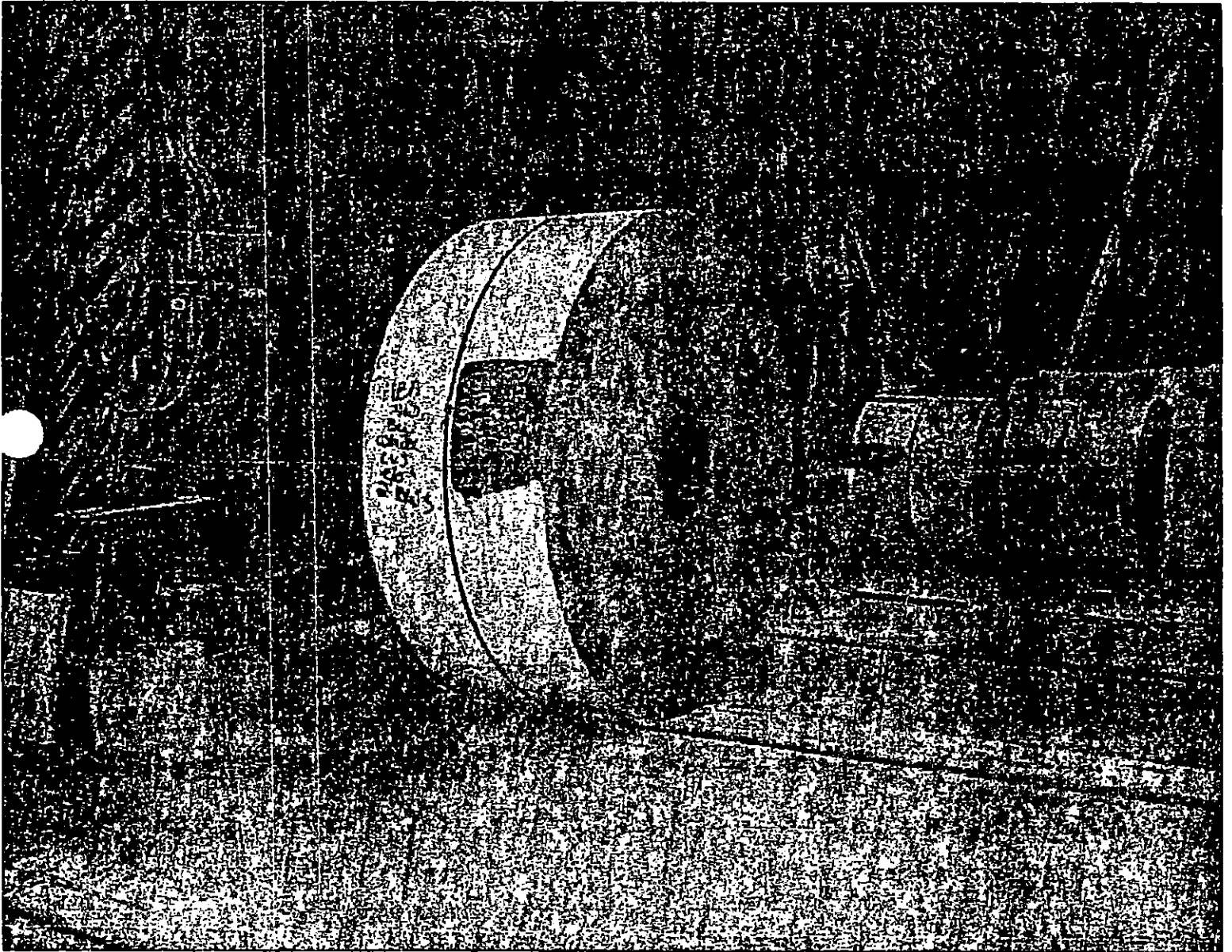
Double coil \approx 24,000 lbs

Attachment 1c



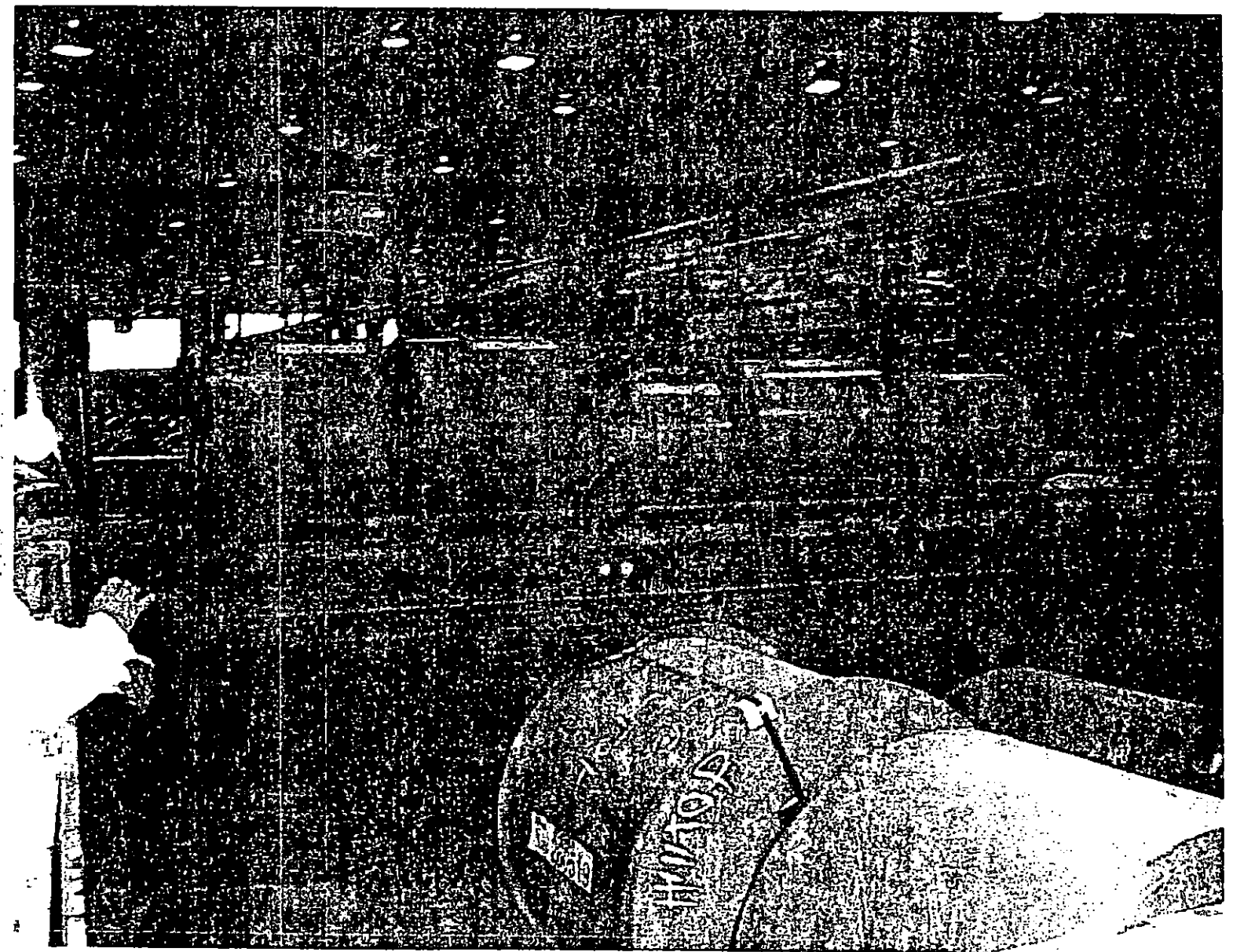
Triple coil \approx 36,000 lbs

Attachment 1d



Quad coil \approx 48,000 lbs

Attachment 1e



Attachment 2

GRADE 1 CS



Butler Works

JOB SAFETY AND HEALTH ANALYSIS

Department: Trucks JSHA: 57-0579-600B

Document Owner: Section Manager Date: 2/1/01

Signature: Ed Tassey Job: Hauling Coils-Intra Plant

Doc. Owner Name: Occupations: Truck Driver

<p>Required Personal Protective Equipment:</p> <p>Hard hat, side shield glasses, metatarsal safety shoes, long sleeved shirt, gloves, valid Pennsylvania CDL license, wear seat belts at all times when in company vehicle, cut protection Kevlar arm guards, and flame resistant clothing.</p>	<p>MSDS(S) Associated with the Job:</p>	
<p>BASIC JOB STEPS</p> <p>Break the job down into basic steps that tell what is done first, what is done next, and so on.</p>	<p>POTENTIAL ACCIDENTS/ILLNESSES OR KNOWN HAZARDS</p> <p>SB - Struck by (CB) - Contacted by SA - Struck against CW - Contact with CI - Caught in (press)</p> <p>CO - Caught on CB - Caught between F - Fall SO - Strain-overexertion E - Exposure (occ)</p>	<p>SAFE JOB PROCEDURES</p> <p>For each potential accident/illness, ask yourself what exactly should the employee do or not do to avoid the accident/illness.</p>
		<p>ACCIDENTS</p> <p>Date of last accident:</p>

UNCONTROLLED DOCUMENT



Butler Works

Department: Trucks
 Document Owner: Section Manager

JSHA: 57-0579-600B
 Date: 2/1/01

BASIC JOB STEPS	POTENTIAL ACCIDENTS/ILLNESSES OR KNOWN HAZARDS	SAFE JOB PROCEDURES	ACCIDENTS
1. Check and service equipment.	1. A. CB - Other equipment. B. SB - Hood of truck falling on hand. C. (CB) - Hot motor when checking oil and water. D. F - Different level and same level. Slipping and tripping on blocking, etc. E. SO - Lifting tarpaulins and blocking. F. (CB) - Fire and explosion when filling fuel tank.	A. Keep in clear of other moving equipment (trucks, etc.). B. Clean snow off hood in winter, and open hood by the front hand hold. Do not lower hood with sides of fenders. C. Wear gloves when checking oil and water. Use shop rags and gloves to release radiator cap. Release slowly and carefully. D. Use handles when getting on truck. Oil and grease on bed of truck. Blocking, chains, binders, tarps. Blocking holders should be placed in order. De-icer, salt, and sand are to be used if bed of truck has ice on it. Sweep bed clear of snow. Use truck stairs (where available) for mounting and dismounting the bed of the truck. Keep truck stairs on a level surface and setting right up next to the truck. Make sure wheel locks are operating properly. Check out stairs before use for any wear or damage. E. Lift properly using your legs. Keep your back straight. Don't jerk lift. F. Turn engine off. No smoking or open flames when filling fuel tank. Ground fueling nozzle on frame of truck. Avoid spilling the fuel.	

UNCONTROLLED DOCUMENT



Butler Works

Department: Trucks
 Document Owner: Section Manager
 JSHA: 57-0579-600B
 Date: 2/1/01

BASIC JOB STEPS	POTENTIAL ACCIDENTS/ILLNESSES OR KNOWN HAZARDS	SAFE JOB PROCEDURES	ACCIDENTS
<p>2. Driving to and from departments to load and unload coils.</p>	<p>2. A. SB - Railroad and other equipment.</p> <p>B. SA-Building and surrounding vehicles.</p> <p>C. SB - Struck against the cab.</p> <p>D. SA - Cab hitting building door.</p> <p>E. SB - Backing into buildings.</p> <p>F. F - Different levels.</p>	<p>2. A. Drive within the legal speed limits. Do not take chances to save time. Obey all traffic laws. Do not drive too fast for conditions. (Weather) Stop at blinking red lights. Stop as needed at all railroad crossings. Do not depend on Transportation people to guard crossings.</p> <p>B. When entering any job site, it is the drivers responsibility to observe the surroundings around the job site. If not sure of truck clearance, STOP, get out of truck and observe area for truck clearance. Get help if needed. Make sure both mirrors are clean and adjusted properly. When help is needed, make sure window is rolled down, so you can hear helper when giving directions.</p> <p>C. Road condition, construction areas. Wear seat belts. Watch for unexpected traffic movements. Avoid jamming of brakes.</p> <p>D. Have all doors completely open when entering or exiting buildings. Make sure that tractor and trailer are completely clear of building and door before using automatic door opener/closer.</p> <p>E. When backing into buildings, keep your visibility good. Observe overhead cranes, tractor, and pedestrian movement. Turn on flashing amber lights, fourway flashers, back-up alarm must be working. If entering a building with railroad access, call the Yard Master for clearance. Follow General Safety Order #3 and SPI B-1.02-7. The light above the railroad doorways must be red to enter. The light must be changed by the department supervisor only. When leaving the building, remove derails, orange cones and notify the Yard Master to cancel the clearance.</p> <p>F. When dismounting tractor, observe area for uneven surface or foreign material before stepping down.</p>	

Department: Trucks JSHA: 57-0579-600B
 Document Owner: Section Manager Date: 2/1/01

BASIC JOB STEPS	POTENTIAL ACCIDENTS/ILLNESSES OR KNOWN HAZARDS	SAFE JOB PROCEDURES	ACCIDENTS
3. Loading and unloading coils.	3. A. SB - Coil and hook. B. SB - Telescoping coil. C. SB - Bands.	3. A. Do not get on bed of truck when crane is loading and unloading coils. B. Keep in clear when crane is lowering coil on truck. C. Check bands to make sure that they are on tight. On large coils, do not load unless they are banded with two bands and one cross band.	
4. Operating coil cover for CRNO trailer.	4. A. CB - Rollers and coil cover. B. SB - Crane hook striking coil cover.	4. A. Keep fingers clear of line of travel of coil cover while opening or closing. B. Slide coil cover to opposite side away from crane hook while loading or unloading coils.	
5. Using metal cover on Hilltop coils.	5. A. SB - Cover. B. CB - Cover and trailer. C. F - Falls.	5. A. Stay clear when crane is setting cover on truck. Make sure cover is properly loaded on truck. B. Keep off truck when loading coils and cover. C. Do not guide cover by hand, STAY CLEAR!!! Use positioning devise as required.	
6. Hooking or unhooking trailer from tractor.	6. A. SO - Cranking dolly wheels. B. F - Slips and falls. C. SB - Crank. D. CB - Tractor and trailer. E. SO - Wet line. F. SB - Wet line.	6. A. Use good body position and do not exert pressure on crank when dollies are completely down. B. Watch for uneven ground surfaces. Try to place trailer on level ground. C. Keep legs clear of crank while turning. D. Stay clear of area between tractor and trailer. E. When connecting the wet line, do not over tighten. F. When disconnecting the wet line from the trailer, store it in a secure position.	
7. Parking equipment.	7. A. SB - Drifting truck. B. SB - Locomotive.	7. A. Shut down motor. Place in lowest gear. Set the EMERGENCY BRAKE . B. When parking around railroad tracks, keep at least six (6) foot clearance.	

NOTE: 1. Do not exceed the weight capacity of the trailers. CRNO trailer is 60 ton and Hilltop trailer is 45 ton.
 2. Do not chain or bind electrical coils. Set electrical coils in "Y" trough in trailer or haul eye to the sky.
 3. Driver will haul one full box of coils at a time unless exceeds weight capacity of number one.



Butler Works

Department: Trucks JSHA: 57-0579-600B
 Document Owner: Section Manager Date: 2/1/01

BASIC JOB STEPS	POTENTIAL ACCIDENTS/ILLNESSES OR KNOWN HAZARDS	SAFE JOB PROCEDURES	ACCIDENTS
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REVISION REGISTER

DATE	REVIEW / REVISION DESCRIPTION	PAGE NO.	INITIALS
2/1/01	New JSHA	All	DH
2/14/01	Revised item 1-C	1	DH
3/21/01	Revised NOTES	3	DH

Attachment 3a



Attachment 3B

ROGERS BROTHERS CORPORATION
ALBION, PA. 16401

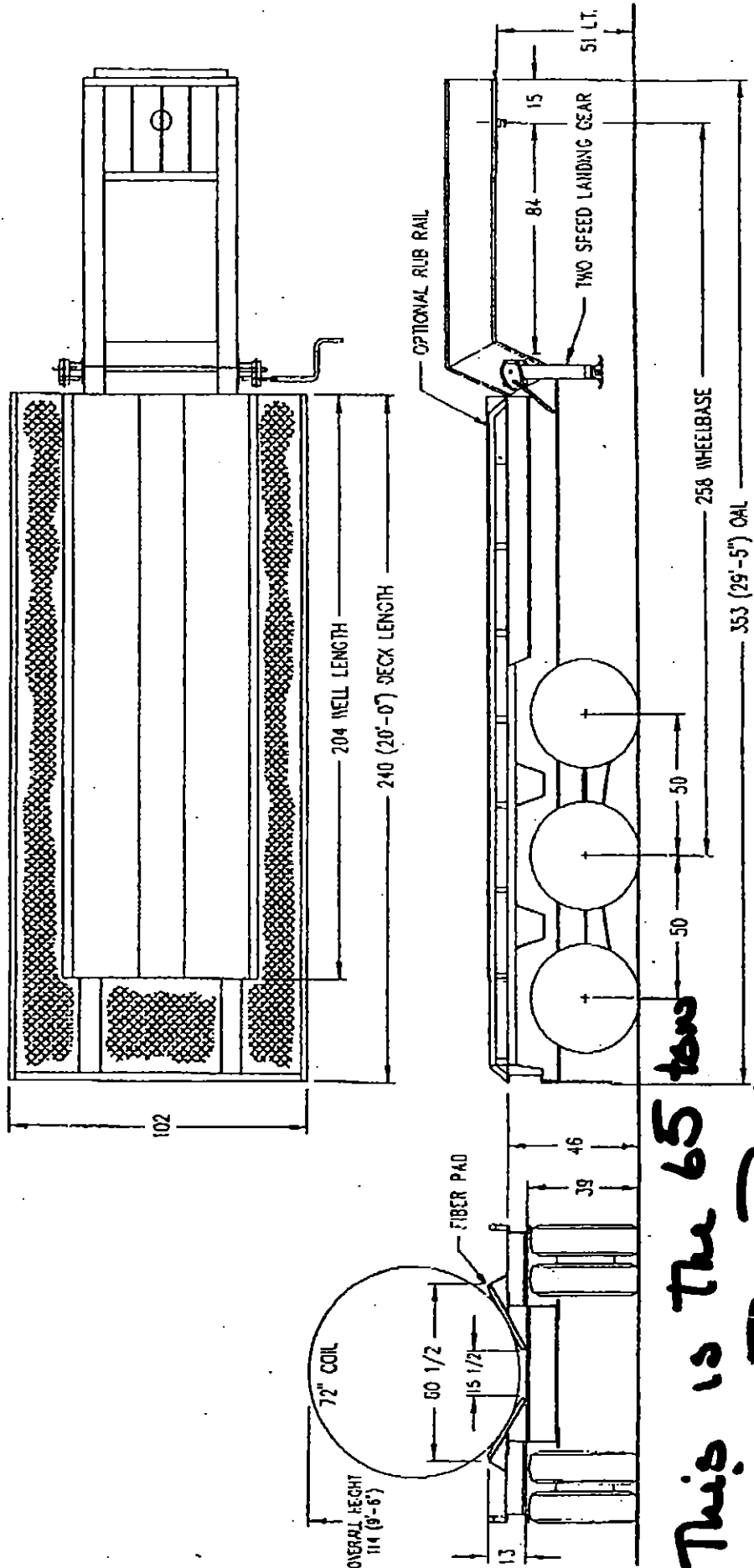
MODEL FG65L84/51/20/102/3XSP

CUSTOMER ARMCO STEEL

BY: VAS DATE: 9-28-98 PROJ. NO.



PROPOSAL DRAWING



NOTE:

ALL ILLUSTRATIONS, WEIGHTS, AND SPECIFICATIONS ARE APPROXIMATE. THESE MAY VARY WITH MODEL CHANGES. DIMENSIONS ARE IN INCHES SUBJECT TO ENGINEERING REVISION AS REQUIRED.

This is the 65 ton Trailer. Blue Print is wrong. See

12 - 275/70R, 22.5 TUBELESS TIRES
NEWAY TR-8900 SPRING WALKING BEAM SUSPENSION
90,000# CAPACITY, 5 3/4" AXLES



HIGHWAY EQUIPMENT COMPANY

Main Office:
Pittsburgh area
22035 Perry Highway
Zelienople, PA 16063
Tel: 724-452-7800
Fax: 724-452-7030

Branch:
Clarion / Clearfield
Route 219 North
DuBois, PA 15801
Tel: 814-371-3600
Fax: 814-371-6770

Branch:
Eric / Sharon
5846 West Road & I-79
McKean, PA 16426
Tel: 814-476-7755
Fax: 814-476-1759

Attachment

Account#	Order #	Brc	Sl
001124A	136974	01	10

I N V O I C E

Date	Invoice #	Page
09-20-00	10031618	1

Sold To:
ARMCO ADVANCED MATERIALS CO.
BUTLER ACCOUNTS PAYABLE INVS.
P. O. BOX 1211
BUTLER PA 16003-1211

Ship To:
ARMCO ADVANCED MATERIALS CO.
BUTLER ACCOUNTS PAYABLE INVS.
P. O. BOX 1211
BUTLER PA 16003-1211
Ship Via

Entered By marcie	Customer Purchase Order 0012100X 0283028	Customer Contact	Ord Date 09-20-00
Model	Serial Number	Equip ID	Customer Job number Customer Phone # 724-284-2986

Ord	Ship	B/O Part Number	Description	Unit Price	UM	Extended
-----	------	-----------------	-------------	------------	----	----------

TO INVOICE YOU FOR SALES TAX ON YOUR PURCHASE OF:

1 - 65 TON NEW ROGERS GOOSENECK TRAILER

SERIAL #23826

1 PENNSYLVANIA SALES TAX

PA PENNSYLVANIA SALES TAX 0.00

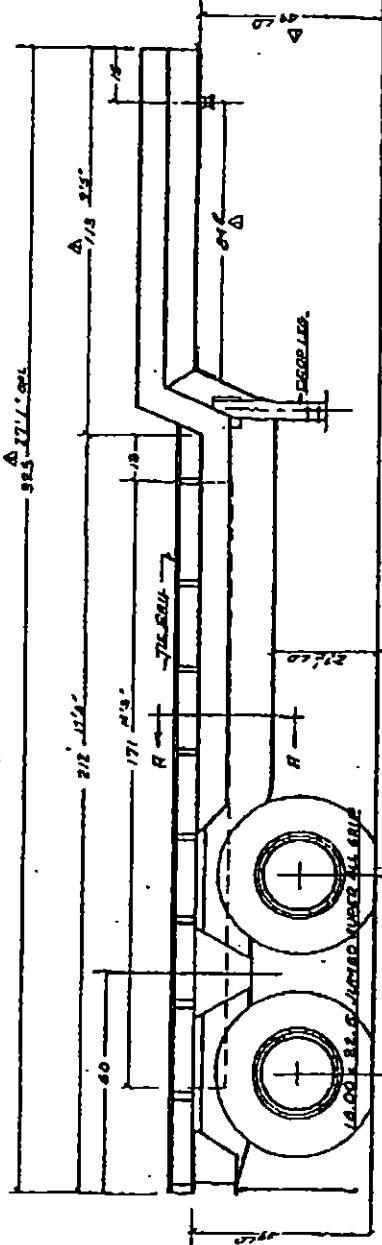
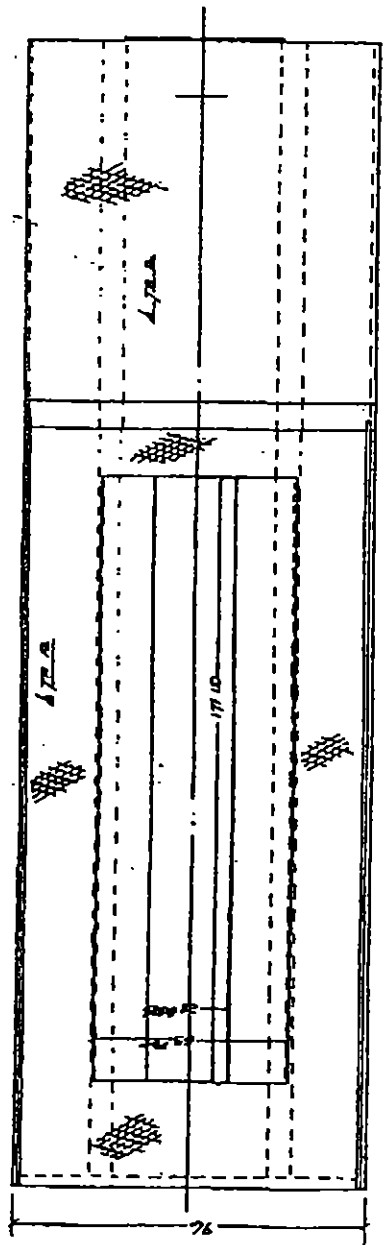
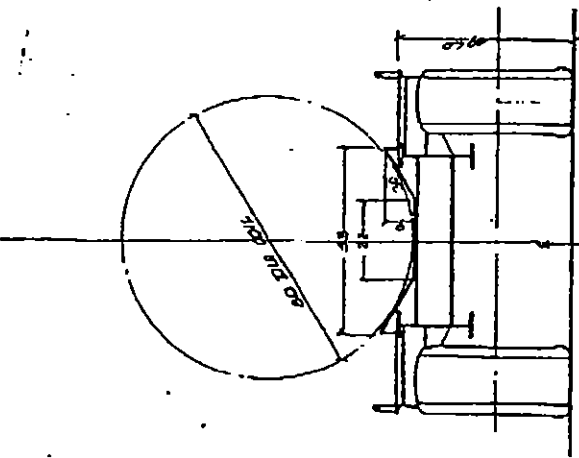
* REMIT TO:
* DEPT. L305P

Total Invoice
* Due By:
* 09/30/00



Attachment 3C

PROPOSAL DRAWING



WYOMING MOTOR TRAILER SERVICE
317-282-2222
16157 1ST AVENUE

45 Ton Hill Top Trailer



KOSSES BROTHERS CORPORATION
ALBION, PENNSA

BERCO STEEL CASE
COLL. FRAMES

ED 100-27-57-20

ST. JOHNSVILLE, PA 15781
TEL. 724-291-1111
1107 MO
100 W. 12th St.

BY PROVISIONS OF THE COMPETITIVE BIDDING ACT, THIS IS AN INDENTURED CONTRACT AND NOT A SALE OF GOODS.

QUANTITIES IN COLUMN ARE SUBJECT TO INSURANCE SURVEY AS REQUIRED. CONTRACT VALUE: \$1,200,000.00

DATE: 1/1/80

or other vehicles that do not have specifically approved seats and seat belts.

5. If you are authorized to ride in a truck or other plant vehicle, do not allow any part of your body to hang over the edge. Do not jump off a moving vehicle. Do not ride in a truck with unsecured loads.

6. Pedestrians must be aware of plant vehicle movement when walking through buildings or yards. Do not walk beside equipment while it is in motion. Do not assume the vehicle operator can see you. Be prepared for sudden turns or the vehicle backing up.

7. Operators of plant vehicles are not to transport loads which are unstable or above the rated capacity of their vehicles.

8. Mobile cranes are not to be used to transport materials on the hook to and from the job site.

9. Never use a forklift or similar vehicle as a working platform or allow yourself to be hoisted from one level to another unless a specifically designed platform is provided and you have been authorized to use the vehicle in this way. The platform must be secured to the forklift, and the forklift operator must remain at the controls at all times while the platform is in use.

10. When a powered industrial truck is left unattended, the load lifting device shall be fully lowered, controls neutralized, power shut off, and brakes set. Wheels shall be blocked if the truck is parked on an incline.

11. When a vehicle is being refueled or serviced, the motor must be shut off. Gasoline refueling is also to take place out of doors at a location, which is well in the clear of ignition sources. The vehicle being refueled must be attended the entire time during the fueling process. The following sign must be attached to or next to the fuel pump.

WARNING: This is a designated "No Smoking" area.

12. Operators shall use access ladders and provided steps and/or ladders to get on or off the equipment. Do not jump from the vehicle to the ground. Alertness, firm footing, and firm grip on handholds must be maintained when boarding and dismounting equipment. Hand holds and steps shall be part of the daily inspection to assure their integrity.

13. Be alert for other moving equipment, debris, obstructions, product, or uneven ground surfaces which may be in the area when boarding or dismounting the vehicle.



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

Signature:

Doc. Owner - Name: **Mark G. Tabler**

1.0 SCOPE

The purpose of this SHSP is to detail the procedures required for qualification as a mobile equipment operator.

2.0 PROCEDURE

2.1 Basic Types of Mobile Equipment

- 2.1.1 Ambulance
- 2.1.2 Bulldozers/Payloaders/Bobcats
- 2.1.3 Bus Type Vehicles
- 2.1.4 Fire Truck
- 2.1.5 Locomotives
- 2.1.6 Mobile Cranes
- 2.1.7 Motor Trucks (Pickup, Vans)
- 2.1.8 Passenger Cars
- 2.1.9 Aerial Lifts/Bucket Trucks



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-11**

2.1.10 Track Maintenance Equipment

2.1.11 Tractors (All Types)

2.1.12 Tractor Trailers

2.1.13 Yard Cranes

2.1.14 Powered Industrial Trucks (Mobile, power propelled trucks used to carry, push, pull, lift, stack, or tier material)

2.2 Qualifications

2.2.1 Has been selected by the proper authority.

2.2.2 Has passed a physical examination.

2.2.3 Has completed the Mobile Equipment rules and regulations orientation.

2.2.4 Was assigned to certain equipment and the operating instructions were covered.

2.2.5 Satisfactorily completed practical training.

2.2.6 Powered Industrial Truck operators are required to participate in a program which consists of a combination of classroom instruction (lecture, discussion, video tapes, and/or conference) and practical training (demonstrations and practical exercises by the trainee. Maximum allowable training period not to exceed four [4] weeks.).

2.2.7 Required Powered Industrial Truck training components and work related topics are listed in Sections 3.0 and 4.0 of this SHSP.



SAFETY AND HEALTH STANDARD PROCEDURE

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Effective: **4-10-01**

- 2.3** The department training the employee is responsible for seeing that current mobile equipment rules and regulations are covered with the trainee.
- 2.3.1** All training and evaluation shall be conducted by a designated person who has the requisite knowledge, training, and experience to train powered industrial truck operators and judge their competency.
- 2.4** After a trainee has successfully completed all the steps in the training program, they will be issued an operator's card signed by the following individuals:
- 2.4.1** Plant Physician
- 2.4.2** Supervisor providing the training
- 2.4.3** Supervisor of Department/Maintenance Supervisor
- 2.4.4** Operator
- 2.5** After a trainee has successfully completed all the steps in the training program, the following must occur annually:
- 2.5.1** The Mobile Equipment Operator is to make an appointment at the Medical Department for his/her physical during their birth month.
- 2.5.2** Should an employee be disqualified from operating a particular piece of mobile equipment for medical reasons, the Plant Physician will line through the approval section of the mobile equipment operator's card dealing with that type of equipment and initial the line. Any questions concerning the disqualification should be directed to the Plant Physician.



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

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- 2.5.3 A mobile Equipment Operator's card remains valid until the 15th of the month following his/her birthday. Any employee not meeting this requirement will not be permitted to operate the equipment beyond that date.
- 2.5.4 Each operator must participate annually in the Mobile Equipment Operator's Safety Review Program.
- 2.6 Only those employees who have a current operator's card and licensed in the state of Pennsylvania shall be assigned to operate Mobile Equipment. A driver's license is not necessary to operate mobile equipment if the equipment is not driven on plant or municipal roadways and the operator is appropriately trained.
- 2.7 All employees who drive motor vehicles (owned, leased, rented, or personal) in the course of their employment, must have the appropriate, valid Pennsylvania Motor Vehicle Operator's license. This shall be verified annually and noted on the individual's S.C.R. card or an approved record keeping form by the employee's supervisor.
- 2.8 An operator will not be permitted to operate AK Steel equipment on plant or municipal roadways during a period while their Pennsylvania "Operator's License" is suspended or revoked. Convictions for driving under the influence of alcohol or other controlled chemical substances must be reported to the supervisor.
- 2.9. Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant, paying particular attention to the regulations covering:
- 2.9.1 Seat belt use (required)
- 2.9.2 Stop signs
- 2.9.3 Speeding



SAFETY AND HEALTH STANDARD PROCEDURE

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2.9.4 Reckless driving

2.9.5 Overloading

2.9.6 Condition of Vehicle

2.10 Operator must use all safety equipment as prescribed by Management.

2.11 Annually, all employees who operate mobile equipment/vehicles must review this SHSP as well as SSP-0060-8, SSP-0060-27, SHSP-0035-19, and the section covering vehicles and mobile equipment in the Safety and Security Handbook.

2.12 It shall be the responsibility of the supervisors employing operators to see that these employees have a current operator's card. No operator may operate equipment in any department without the approval of department supervision. If any operator has not received adequate training on a piece of equipment to which they are assigned, it is the responsibility of the immediate supervisor to provide the necessary training. Motor trucks and bus type vehicles may be assigned to qualified people for limited use at supervisor's discretion.

2.13 The supervisor shall not authorize, or order, the operation of a vehicle outside the plant in any manner or condition that constitutes a violation of the Pennsylvania Motor Vehicle Code, thus jeopardizing the operator's State License.

2.13.1 In case of an accident on Company property involving damage to property or equipment not owned by AK Steel, the operator and their supervisor are responsible for reporting the incident immediately to the Security Department.

2.13.2 In case of an accident on the street or highway, the operator and their supervisor are responsible for reporting the incident to the Safety Department.



SAFETY AND HEALTH STANDARD PROCEDURE

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Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

- 2.13.3 The operator of any motor vehicle involved in an accident resulting in death or personal injuries in any degree shall, within twenty-four hours, forward a report to the appropriate State Agencies. Failure to report accidents may result in suspension of operator's license.
- 2.13.4 Refresher or remedial training shall be provided when there is reason to believe that there has been unsafe operation, when an accident or near miss occurs, or when an evaluation indicates that the operator is not capable of performing the assigned duties.
- 2.14 Due to the nature of their training and experience, Maintenance and Service personnel are authorized to operate equipment covered by this SHSP for repair and maintenance work. They, however, must satisfy the initial Powered Industrial Truck training annual review described in 2.11 and annual physical requirements.
- 2.15 All other AK Steel Mobile Equipment Operators not listed in Section 2.1 must conform to Sections 2.6 through 2.11 of this SHSP.
- 2.16 Only those employees with a current Operator's card are permitted to operate the equipment listed in this SHSP.
- 2.17 **Certification**
- 2.17.1 The employer shall certify that each operator has received the proper training, has been evaluated as required by this paragraph, and has demonstrated competency in the performance of the operator's duties. The certification will include the name of the trainee, the date of the training, and the signature of the person performing the training and evaluation.
- 2.17.2 Each department shall be responsible for retaining the training records of each employee.



SAFETY AND HEALTH STANDARD PROCEDURE

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Effective: **4-10-01**

3.0 POWERED INDUSTRIAL TRUCK TRAINING COMPONENTS

- 3.1 Training shall include all operating instructions, warnings, and precautions for the types of Powered Industrial Trucks the operator will be authorized to operate.
- 3.2 Similarities to, and differences from, the automobile
- 3.3 Controls and instrumentation: what they do and how they work
- 3.4 Power plant operation and maintenance
- 3.5 Steering and maneuvering
- 3.6 Visibility (including restrictions due to loading)
- 3.7 Vehicle capacity
- 3.8 Vehicle stability
- 3.9 Vehicle inspection and maintenance
- 3.10 Refueling or charging, recharging batteries
- 3.11 Operation limits
- 3.12 Any other operating instructions, warning, or precaution listed in the operator's manual for the type of vehicle which the employee is being trained to operate.

4.0 WORKPLACE RELATED TOPICS

- 4.1 Surface conditions where the vehicle will be operated.



Safety and Health

SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile
Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

- 4.2 Composition of probable loads and load stability.
- 4.3 Load manipulation, stacking, unstacking.
- 4.4 Pedestrian traffic.
- 4.5 Narrow aisles and other restricted places of operation.
- 4.6 Operating in hazardous classified locations.
- 4.7 Operating on ramps and other sloped surfaces that could affect the stability of the vehicle.
- 4.8 Other unique or potentially hazardous environmental conditions that exist or may exist in the workplace.
- 4.9 Operating the vehicle in closed environments and other areas where insufficient ventilation could cause a build-up of carbon monoxide or diesel exhaust.

5.0 REFERENCES

- 5.1 SHSP-0035-19
- 5.2 SSP-0060-8
- 5.3 SSP-0060-27
- 5.4 Safety and Security Handbook

lln/kms



SAFETY AND HEALTH STANDARD PROCEDURE

Title: **Qualifications for Operators of Mobile Equipment**

Procedure Number: **SHSP-0035-28**

Doc. Owner: **General Manager, Butler Works**

Effective: **4-10-01**

REVISION REGISTER:

Date	Revision Description	Page No.	Initials
7-19-71	Initial Issue	n/a	gwh
10-22-93	On file in Safety Department	n/a	gwh
12-5-98	Added Scope	1	lln
12-5-98	2.4.1 Works Physician changed to Plant Physician	2	lln
12-5-98	2.5.1 Plant Hospital changed to Medical Department, text modification pertaining to physical	3	lln
12-5-98	2.6 Reference to Ohio, Zanesville deleted	3	was
12-5-98	2.7 Reference to Ohio, Zanesville deleted	3	was
12-5-98	2.8 Ohio deleted	3	was
12-5-98	2.11 Standard Security Procedure #8 and 27 changed to SSP-0060-8 and SSP-0060-27; S.P.I. No. B-1.02-19 and B-1.02-28 changed to SHSP-0035-19 and SHSP-0035-28 removed "page 58", changed to "the section covering vehicles and mobile equipment..."	4	was
12-5-98	2.13 Ohio deleted	5	was
12-5-98	2.13.1 Plant Protection changed to Security	5	was
12-5-98	2.14 S.P.I. changed to SHSP	5	lln
12-5-98	2.15 Text modification regarding references	5	lln
12-5-98	2.16 S.P.I. changed to SHSP	5	lln
12-5-98	Added References	6	lln
12-5-98	Put into new format	All	lln
6-28-99	2.1.2 Deleted "Skyworker"	1	gww
6-28-99	2.1.14 New section added	2	gww
6-28-99	2.2.6 and 2.2.7 New sections added	2	gww
6-28-99	2.3.1 New section added	3	gww
6-28-99	2.7 "S.C.R.C." changed to S.C.R. card or an approved record keeping form"	4	gwh
6-28-99	2.13.4 New section added	6	gww
6-28-99	2.14 Text modification in last sentence	6	gww
6-28-99	2.17 New section added	6	gww



SAFETY AND HEALTH STANDARD PROCEDURE

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Effective: **4-10-01**

Date	Revision Description	Page No.	Initials
6-28-99	3.0 References changed to 5.0; new section added as 3.0	7,	gww
6-28-99	4.0 New section added	7,8	gww
6-28-99	3.0 References changed to 5.0	8	gww
7-13-99	2.1.2 Added Bobcats	1	lrd
7-13-99	2.1.9 Skyworker changed to Aerial Lifts/Bucket Trucks	1	lrd
7-13-99	2.1.10 Track mobile changed to Track Mtce Equipment	1	lrd
7-13-99	2.11 Deleted reference to SHSP-0035-28	5	gwh
7-13-99	1.19 Deleted reference; 5.3 changed to 5.1; 5.1 changed to 5.2; 5.2 changed to 5.3; 5.5 changed to 5.4	8	gwh
1-19-01	Modified headers and footers with new logos	All	lln
3-24-01	Changed Armco to AK Steel	4,6	kms
4-10-01	Changed Doc Owner Name from Dennis R. Wist to Mark G. Tabler	1	kms

147 Heather Drive
Butler, PA 16001
November 29, 2002

Exhibit 40

Robert Szymanski, Area Director
Occupational Safety and Health Administration
Federal Building, Room 1428
1000 Liberty Avenue
Pittsburgh, PA 15222

RE: Letters dated November 6 and 18, 2002 from OSHA to me, and the November 12, 2002 response letter from Mr. Hesidenz (of AK Steel) to OSHA.

Dear Mr. Szymanski:

In response to the letter dated November 12, 2002 from Gerald W. Hesidenz (Director, Safety and Risk Management of AK Steel) to OSHA, I will respond to the crucial issues, according to points outlined in Hesidenz's response.

Overloading of coil hauling trucks AND Exception Approval:

Hesidenz claims the trucks are not overloaded. Hesidenz quoted sections of the AK Steel "Butler Works Safety, Health and Security Handbook" (his attachment #4), however *he failed to mention page 98*, under Operation and Care of Vehicles and Mobile Equipment. This paragraph states (without exception): "Those persons who operate company or personal vehicles on company property or on local, state, or federal highways for business purposes must comply with all State and Federal regulations, training, and license requirements. Operators are also required to comply with plant regulations and applicable department safety rules. State Motor Code rules and regulations pertaining to the vehicle itself and operation are also to be adhered to, i.e., seat belt use, inspections, etc."

According to the Pennsylvania Motor Vehicle Code, AK's trailers are only licensed at 73,280 pounds, yet are being operated daily at substantially higher weights. See Document #27 for a list of the trailers and licensing restrictions. See Document #5 for a notice that AK posted in each tractor-trailer, which gives guidelines for combination weights.

According to Hesidenz's own statement, AK has obtained a CRNO trailer and a Hilltop trailer with 130,000-pound and 90,000-pound capacities, respectively, with "requirements not to exceed that weight limit." These trucks clearly exceed PA State Motor Code regulations that the company requires employees to follow (as detailed in previous paragraphs).

Additionally, in his letter on page 2, Hesidenz misquoted SHSP-0035-28, "Qualifications for Mobile Equipment Operators," (his attachment #5). The actual directive states: "Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant, paying particular attention to the regulations covering: (2.9.1) Seat belt use (required), (2.9.2) Stop signs, (2.9.3) Speeding, (2.9.4) Reckless driving, (2.9.5)

Overloading, (2.9.6) Condition of Vehicle.” Again this is a clear directive for truck operators to follow ONLY state motor vehicle code regulations, whether inside or outside the plant gates. I find it interesting that Hesidenz failed to provide the phrase “Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code.” [Emphasis mine.]

Hesidenz submitted “The Job Safety and Health Analysis” (his attachment #2), as if it is also a directive on this matter. As titled, this document is presented as an analysis of the job as currently being performed. Yet, in conflict with 2 documents given above (his attachments #4, #5), the Job Safety and Health Analysis references the CRNO and Hilltop trailers with their increased load capacities (#1) and the statement that a “driver will haul one full box of coils [approximately 90,000 pounds] at a time...”, (#3). [Page 4, notes #1-3 at the bottom.]

This JSHA is in direct violation of two previous company directives (his attachments #4, #5), for employees to remain in strict conformance to the Pennsylvania Motor Vehicle Code, regardless of location inside or outside the plant.

In that same JSHA, page 1 under “Safe Job Procedure” says: “For each potential accident/illness, ask yourself what exactly should the employee do or not do to avoid the accident/illness.” Common sense AND the AK’s “Safety and Health Standard Procedure” dictate following the PA State Motor Vehicle Code not to haul trucks with substantial overloading, “in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant...”

AK Steel has made it implicitly clear that employees are to obey all safety rules and laws, State and Federal, according to AK Steel Safety, Health and Security Handbook as well as Safety and Health Standard Procedure 0035-28.

Additionally, AK Steel Butler Works Safety, Health and Security Handbook (his attachment #4) acknowledges (on page 7) that AK’s written rules are “supplementary to applicable federal, state, and local laws and regulations. In the event of differences, the higher standard of safety shall apply.” ***In this case, the PA Motor Vehicle Code is the higher standard of safety.***

The AK “Safety, Health, and Security Handbook” is the primary document that AK used to discharge me (with the insubordination clause), yet this is the same document (on page 98) that gave me specific directives in operation of tractor trailers both inside and outside the plant.

In his letter, Hesidenz states in his own words (on page 2), “On non-public highways, (i.e., in-plant roads), we expect our drivers to follow the same requirements of the state code that apply.” Yet according to the SHSP-0035-28 (his attachment #5), section 2.9, ALL provisions of the state motor code apply to AK drivers “both inside and outside the plant, with particular attention to the regulations covering... Overloading [2.9.5].” The State Motor Vehicle Code does not contain a provision for loads exceeding 73,280 pounds without a permit.

AK Steel – with its conflicting written directives – has, in effect, created documentation to protect itself from legal liability in the event of a tragedy such as a tractor-trailer accident involving overloaded trucks, leaving its drivers fully unprotected from legal liability. In a phone

call to the PA Attorney General's office, I spoke with Mr. David Devries, who cautioned me of the legal liabilities of the operator in such an event.

Before my discharge, my attorney sent a letter to AK requesting indemnification and clarification of the issue. (See Document #9.) AK chose to disregard this letter. In fact, according to testimony by Mr. Bill Gonce (head of AK Safety) in my arbitration hearing, AK received my letter and the AK legal department told Gonce that there was no need to respond to my questions.

Hesidenz also failed to produce a "Daily Safety Contact" (my document #12) dated March 22, 2001, circulated for signature by all Transportation Department truck drivers. This document, yet another conflicting document sent out just 1 day before my discharge, said: "Contact #1, Do not overload trucks, haul within legal load limits. Contact #2, Secure all loads on all vehicles."

Coils are transported "unsecured":

Hesidenz states "Our electrical steel grade coils are susceptible to product damage from load binding," but he neglects to mention that these same coils are later trucked out of the plant with chains or strap bindings. According to one AK metallurgical engineer, there is no structural or chemical difference in product composition at the end stage than when it is hauled in-plant on, the V-trough trailers.

Hesidenz submitted attachment 1e, which shows only a side view of the Hilltop truck. If the photo had been taken with an end view (like attachment 3a, the CRNO truck) it would reveal that the small coils on the Hilltop truck do not adequately span the V-trough – and the coils roll back and forth with any vehicle movement in transit.

This inadequacy was evident in an incident that happened to driver Dave Masartis on 6-10-01 (my Document # 21), in which a coil he was hauling rolled back and forth – and then rolled out of the V-trough. AK Steel subsequently acknowledged that this rocking occurs when loads are not secured; they suspended Masartis for 5 days; and documented this method of hauling as "unsafe."

Masartis had been hauling according to verbal orders not to secure loads, the same orders that had been given to me prior to my discharge. AK's suspension letter to Masartis said, "Once you noticed the coil rocking, you should have stopped immediately and taken steps to make sure the load was stationary." Because of the rocking effect in the V-trough, *the only way to ensure that the load is stationary is by chaining or strapping the loads.*

In another incident several years ago, driver Rick Morando had a coil roll completely off the V-trough trailer and off the truck during an in-plant haul. Yet another driver, Gary Namesnik, had a coil break a binding and roll off the truck during transport outside the plant. As evidenced, coils will roll off the V-trough trucks, even with binding. However, binding the load is the more secure way to transport coils in the V-trough, whether inside or outside the plant.

As for Hesidenz's claims regarding "eye to the sky" transport, he *mistakenly says* that the V-trough "allows the coils to ride in the depression of the trailer securely without binding."

However, that method doesn't fully utilize the V-trough because the coil does not actually sit within the V – it lies across and above the trough, removing the stability factor.

Hesidenz also mistakenly claims that the company has “laid quad coils down ‘eye to the sky’ for transit,” when in fact quad coils are hauled only in the V- trough as shown in his attachment 3a. Single coils are the only coils hauled “eye to the sky.” [I personally observed this practice for the 4+ years I was in transportation.]

The main reason AK's transport methods are unsafe is because the in-plant road up to the Hilltop processing has a very severe grade with a 90° bend in the road. In transporting up that hill with an overloaded and unsecured trailer, a power loss to a tractor could cause the combination tractor-trailer to freewheel backward, possibly jack-knifing, overturning, and losing the load, with coils rolling down the hill. Certainly this could result in death or injury to the driver, or anyone in the vicinity. [AK employees are not the only persons permitted within AK's gates; vendors and sales people enter daily – and even the general public can access the plant at any time to purchase slag at Heckett.]

See Document #26, the Operator's Manual for the tractors built by International Tractors, which cautions, "...Exceeding these [weight] ratings by overloading can cause component failure resulting in property damage, personal injury or death."

In an incident on 6-20-98, I was driving a stake truck in-plant with a pinion gear on board. When the load shifted, it caused the truck to overturn. The company issued me a warning for not securing a load, stating: “continued behavior of this nature may lead to more severe disciplinary action, up to and including discharge.” The company subjected me to a breath-alyzer, blood alcohol, and urine testing, according to PA State Motor Code guidelines. (All the test results came back negative, of course.) Because AK had issued me a written warning for not securing a load, I was wary of their verbal instructions to haul overloaded and unsecured loads. I feared injury to myself and others, and a subsequent discharge in the event of an accident.

Summary

Your letter to me, dated 11-18-02, says, “The employer states that they have taken the necessary steps to correct the hazardous conditions.” In fact, Butler AK Steel has not corrected the hazardous conditions, as stated by Mr. Hesidenz. His letter only explained to OSHA why AK drivers are ordered to haul overloaded trucks with unsecured loads. Hesidenz clearly detailed the exact transport methods that have been used for years and, indeed, that are still being utilized. [This is substantiated by the testimony of company officials in my arbitration hearing. The transcript is available at your request.]

NOTHING has changed at the AK Steel plant. AK drivers are still forced to haul overloaded trucks with unsecured loads throughout the plant, jeopardizing their personal safety and that of their co-workers and the public within the plant.

Action Against Me

Your letter to me dated 11-6-02 states that on page 1 Section 11(c) of the OSH Act, "If you believe you are being treated differently or action is being taken against you because of your safety and health activity, you may file a complaint with OSHA." AK Steel, in fact, did take action against me for attempting to file a complaint in the years 2000 and 2001. I was discharged on March 23, 2001 for attempting to comply with company safety directives on several issues, only one of which is addressed in this letter.

I attempted to file complaints in 2000 and 2001 with Jim Connell of OSHA, who was very helpful, and he even contacted me via telephone on a couple of occasions. However, he told me that his superiors claimed that my issues did not fall under OSHA jurisdiction. (At that time, my complaint involved 2 defective mobile cranes, as well as this overloaded and unsecured truck issue.) I spoke recently with Frank Liebrick on 11-6-02, and he informed me that my complaints did indeed fall under OSHA's jurisdiction. Unfortunately, it took the recent fatality at Butler AK before action was taken.

Thank you for your attention to this matter. I look forward to hearing from you in the near future. I remain willing and eager to provide you with any pertinent documentation on this or any other issue with AK.

In the next several days, I plan to provide you with an extensive list of other OSHA violations that have occurred or are occurring at Butler AK Steel. Just two of these include an incident in which Silicon Maintenance workers were forced to work in an asbestos-contaminated area for several shifts; and an incident of unsafe AK safety procedures which resulted in the death of Keith Eckenrode just weeks ago.

Sincerely,

Joe Myers

Enclosures

Enclosures

Please note: the enclosures I have supplied are numbered as such because they've been previously numbered and copied for submission to other agencies.

Document #3

This document is the warning I received for not securing a load inside the plant on July 9, 1998.

Document #4

This is Armco's Safety and Security Handbook, issued March 1999, that was in force at the time of my employment, but is the same as the AK Steel version (issued June 2002) except for page numbers (note underlined portions). I include it for your reference only. For purposes of rebuttal to Mr. Hesidenz, I quote from his attachment #4, the AK Steel Butler Works Safety, Health, and Security Handbook, which is the same as the Armco version.

Document #5

An advisory notice to drivers for vehicle and registered combined weights, which had been posted on 7-12-99 in the tractors.

Document #9

Letter dated 3-1-01 from my attorney Dennis M. Moskal to AK officials.

Document #12

This document was the safety contact given on 3-22-01 to all drivers the day before my discharge.

Document # 21

This document is the suspension letter to Dave Masartis. Reference the underlined portions.

Document # 26

This document is the operator's manual for the tractors involved. Reference underlined portions.

Document # 27

This document verifies that the trailers are licensed at 73,280 pounds.

Document # 33

AK Steel Butler Works Safety, Health, and Security Handbook, copies of supporting pages. [Same as Hesidenz attachment #4.] See Document #4.



Exhibit 42

January 16, 2003

Joe Myers
147 Heathers Drive
Butler, PA 16001

Dear Mr. Myers:

This is in response to your letter concerning the weight of loads hauled by tractor-trailers in the AK steel plant in Butler. The letter was forwarded to this office for response.

The specific issue is whether the tractor-trailers may carry loads weighing more than loads they are permitted to carry on a highway/public roadway covered by DOT regulations. The tractor-trailers are never operated on highways/public roadways that are covered by DOT regulations, which among other things limit the weight of a load that can be carried.

As long as the weights carried do not exceed the maximum rated capacity of the equipment, it is not considered a recognized hazard. This is the case even if the weights of the loads hauled by tractor-trailers in the plant exceed those that can be carried on a highway/public roadway. However, the condition of the roadways in the plant must be appropriate for the safe operation of the equipment, and the loads must be adequately secured.

The reason the weights of the loads carried on roads in a plant can exceed the weights of loads carried on a highway/public roadway is DOT regulations address more than just safety issues. DOT has jurisdiction over safety issues and damage to roadways, whereas the OSH Act limits OSHA's jurisdiction to safety of employees.

OSHA has determined that it has jurisdiction over tractor-trailers never operated on a highway/public roadway, but there are no OSHA regulations that specifically address the issue of the weights of loads that can be carried. However, even though there are no regulations, OSHA can still address such a condition if it is hazardous. This can be done through the general duty clause, which is set forth in Section 5(a)(1) of the OSH Act.

The general duty clause requires that employers:

shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees.

OSHA requirements are set by statute, standards, and regulations. Our interpretation letters explain these requirements and how they apply to particular circumstances, but they cannot create additional employer obligations. This letter constitutes OSHA's interpretation of the requirements discussed. Note that our enforcement guidance may be affected by changes to OSHA rules. Also, from time to time we update our guidance in response to new information. To keep apprised of such developments, you can consult OSHA's website at "<http://www.osha.gov>." If you have any further questions, please contact John McFee of my staff at (215) 861-4927 or at John.Mcfee@OSHA.gov.

Sincerely,



KENNETH W. GERECKE
Assistant Regional Administrator

Butler Eagle



BUTLER COUNTY'S DAILY NEWSPAPER

35¢

Union to rally against AK

'Management style' at issue

By KELLY B. GARRETT
Eagle Staff Writer

BUTLER TWP — Members of the Butler Armco Independent Union are frustrated with the way AK Steel's management is running the Butler Works.

The union is so frustrated that it has called for a solidarity rally by its 1,700 members and 1,600 retirees at 3 p.m. Monday in Diamond Park, South Main Street.

Jim Gallagher, union president, said the

union picked Veterans Day for two reasons.

One is to honor military veterans, especially those who work and have worked in the Butler Works. The other is to tell the

community of the risks AK Steel's management poses for the Butler plant and to the Butler community at large.

In a news release issued by the union Thursday, Gallagher said, "Veterans Day is the time when we embrace and defend our values and freedoms, which, unfortunately, we have enemies both abroad and right here at

home.

"At AK Steel, the values and rights of our union membership are being attacked, and we feel it's time to answer that attack loud and strong."

AK and safety

AK Steel, based in Middletown, Ohio, bought the Armco Steel Co. in 1989. Armco had a plant in Butler since 1939. AK Steel bought all of the Armco plants and now has facilities in Ohio, Kentucky, Indiana and Texas.

The company produces flat-rolled carbon, stainless, and electrical steel products for automotive, appliance, construction and manufacturing markets, as well as tubular steel products.

Gallagher said that since the takeover, AK Steel's management style has resulted in frustrated workers, and a large number of firings and suspensions of workers. It also has caused financial losses for the company and its stockholders, he said.

The final straw for the union came Tuesday with the firing of nine union supervisors, because they did not report employees for so-called safety violations.

These firings came seven days after the death of Keith Eckenrode, 42, of Slippery Rock, who was pinned against equipment on an assembly processing line on Oct. 29. His death was the first at the plant in almost 10 years.

See Union on Page 5

A letter by the union sent to members on Wednesday states, "Steel-making is dangerous, as we were tragically reminded one week ago."

"While managers are slithering around the plant trying to catch someone in a real or imagined safety violation, our members are afraid to go to the plant hospital with a scratch or a bump because a suspension is sure to follow."

Alan McCoy, AK Steel's vice president of public affairs, said he would not respond to the union's "accusations."

"As for the safety of the Butler Works, it is one of the safest steel production facilities in the world," McCoy said. "Unfortunately, I believe that union politics are at work, and it is sad that the union would try to take advantage of this situation (Eckenrode's death)."

Regarding the safety of the Butler Works, in August 2001 the facility was the first steel plant in the country to earn the U.S. Department of Labor's highest designation in its Voluntary Protection Program.

It was the Butler plant's sustained excellence in all areas of safety and health management, as well as having gone beyond the agency's safety requirements that earned the plant this award, according to the Occupational Safety and Health Administration.

After receiving the safety award, the Butler Works was removed from OSHA's routine scheduled inspection list.

But it is not the lack of OSHA inspections that the Butler union is concerned with. It is the way in which management is running the safety program.

Gallagher explained that under Armco there was a "progressive disciplinary system," which was a stepladder system of discipline for each offense.

First offenses usually meant a worker would be counseled on a problem. Harsher measures of suspensions from work and no pay would be used as discipline for continued infractions, Gallagher said.

"But with AK it doesn't matter what you do, the progress of discipline continues from the first infraction," he said, explaining that if the first infraction is an untied boot, then an infraction of being late moves the worker to the second rung of the disciplinary ladder.

Since AK Steel took over the Butler Works, Gallagher said there have been 224 employee suspensions from work and pay in three years.

Gallagher said the nine firings this week brings the total number of firings to 59 in three years.

'We just want to be treated with respect and dignity, and we want the company to work with us instead of against us.'

JIM GALLAGHER,

Butler Armco Independent Union president

"Because of the stress of working here, we have at least four people quitting every month. Not retiring. Quitting," Gallagher said.

The union now has about 300 fewer hourly employees than it did in November 1999, when AK Steel moved in. Gallagher said many of those workers have retired, with a large number of them retiring at the beginning of this year. They are not being replaced.

Earlier this year the company reported the Butler Works employed 2,300, with just over 1,700 of those being union workers. There are fewer than that now, Gallagher said.

"A lot of work is now contracted to outside companies," Gallagher said, adding that these jobs include maintenance of equipment, laborers and trucking.

"But the company's safety policy doesn't apply to contractors. They don't have to follow the same policy we do and that's not fair or safe," he said.

Profit losses and spending

Besides the safety issue, contractors are being paid "exorbitant" amounts for their work, work that used to be done by union workers, Gallagher said.

It is because of the contracting of outside workers, as well as the company's overall management of the Butler Works and its other plants, that AK Steel is losing money, Gallagher said.

"The stock price of AK Steel was approximately \$21 to \$22 per share when AK Steel took over the Butler Plant three years ago. Now the stock price is approximately \$7 per share," states the union's news release.

In October, AK Steel reported a third-quarter loss of \$3.3 million — the second quarterly loss this fiscal year.

The profit loss upsets union members, considering that AK Steel also is planning a sporting clay, or skeet-shooting, facility on the former

chief executive officer" and president) struggles to survive with an annual compensation of only \$3.8 million with a \$4.8 million pension package.

"Meanwhile, according to Mr. Wardrop, his plan for the future is to require BAIU members to start 'sharing the grief' and accept reduced insurance and pension benefits, which has already happened to two other unions at the Butler Plant."

The "sharing the grief" statement, Gallagher said, was made by Wardrop during a question-and-answer period of a Webcast delivering the news of the third-quarter loss.

McCoy said while he can't remember the exact quote by Wardrop, the president's comment was in reference to the condition of the steel industry and its need to reduce legacy costs, which are retirement benefits all steel companies must pay.

The two other unions at the Butler Works, the Plant Protection union and the Salary union, both recently accepted new contracts.

But both unions lost benefits under the new contracts. The Plant Protection union accepted a 15 percent pay cut. The Salary union's two-year contract does not include a pay increase, Gallagher said.

What the union wants

Even though the Butler Armco Independent Union has called for Monday's rally and is speaking out publicly about its frustration with management, Gallagher said the union doesn't want to be known as a difficult union.

"We have never had a strike here, and we have no plans to be a radical union," he said.

"We just want to be treated with respect and dignity, and we want the company to work with us instead of against us," Gallagher added. "We think this plant and company could be profitable again if it would just work with us."

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Enemies of Labor Under Investigation

The Ohio Elections Commission is investigating charges that a committee, which includes the leaders of two companies that have a history of locking out Steelworkers, violated campaign financing laws in the November state supreme court races.

The smear campaign against an Ohio Supreme Court justice who has sided with labor's causes was financed by a secret \$3 million slush fund that included solicitations by Emmett Boyle, who locked out Steelworkers at Ravenswood Aluminum in 1990. Boyle is now heard of Ormet Corp., where Steelworkers have been working without a contract since May 31, 1999.



The CEO of AK Steel was a major supporter in a scurrilous campaign against Ohio's Supreme Court Chief Justice.

Also soliciting funds to defeat Justice Alice Robie Resnick were Richard Wardrop Jr., CEO of AK Steel Corp., who locked out Steelworkers in Mansfield 15 months ago, and Galen R. Barnes, president of Nationwide Insurance.

Resnick won reelection handily and many observers feel the campaign spearheaded by the Ohio Chamber of Commerce did her more good than harm. Steelworkers joined with other unions in Ohio to raise money to help Resnick overcome the Chamber's onslaught.

Disgraceful Smear Campaign

In that campaign, television ads suggested that Justice Resnick took bribes from special interests.

The Ohio Chamber raised \$3 million and the U.S. Chamber of Commerce kicked in \$1 million in the campaign to defeat Resnick, who has joined with three other justices on the seven-person high court to generally support workers' causes.

The Ohio Chamber was able to raise that amount of money in part because donors were assured that their contributions would be kept secret.

Some Ohio businesses also received calls from Republican Gov. Bob Taft soliciting money for the smear campaign.

Shortly after the election, the Ohio Elections Commission found "probable cause" that the chamber committee violated the state's election laws by refusing to release the names of contributors to the anti-Resnick campaign and for suggesting Resnick made decisions based on campaign contributions.

A hearing will be held sometime after the first of the year to investigate the charges further.

The ads were roundly criticized by Resnick's opponent, the chief justice of the Ohio Supreme Court and other observers as reaching a new low in mud slinging and misrepresentation.

The campaign has generated talk of starting another campaign to adopt the so-called "merit selection" of judges in Ohio. Steelworkers were instrumental in defeating a 1987 proposal by the chamber and the state bar association that would have taken away workers' rights to vote for judges of their own choosing.

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Exhibit - U.S. Attorney General letter 2003

Joseph Myers to Attorney General John Ashcroft

Page 1

March 7, 2003

147 Heather Drive
Butler, PA 16001
March 7, 2003

Office of Attorney General
U. S. Department of Justice
Honorable John Ashcroft
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Overview: A recent fatality at AK Steel Corporation's Butler Works (PA) substantiates workers' recent complaints of AK Steel's OSHA violations, as well as violations of criminal and civil law, and exposes the company's policy of employee intimidation and terrorization.

Enclosures: Documents numbered 1 through 44, and lettered A through I. Correspondence to and from several OSHA officials regarding alleged OSHA violations at the Butler Works. Various documents which substantiate AK's policies and practices toward employees.

Dear Honorable John Ashcroft:

Like foreign terrorists who threaten American freedoms, certain domestic terrorists – in the form of unethical corporate executives – threaten the safety, the livelihood, and even the lives of American workers.

One such company, AK Steel Corporation – headquartered in Middletown, Ohio – terrorizes and threatens its most valuable asset, its steelworkers in Butler, Pennsylvania. Most recently, AK Steel's policies and mismanagement resulted in the death of a steelworker. Keith Eckenrode was recently killed because of corporate intimidation, ineptitude and mismanagement, leaving his widow with 3 fatherless young children.

I am contacting the Department of Justice at the highest level because a complete and thorough investigation of the AK Steel Butler Works is desperately needed.

I wrote to the Department of Justice on 11-29-01 regarding the above allegations. The DOJ replied to my letter on 5-15-02, stating that the issues I presented did not provide sufficient details or evidence to warrant action by your office.

The purpose of this letter is to provide further details and evidence to warrant attention and a subsequent investigation by the Department of Justice.

Enclosed please find documentation to prove my allegations of AK Steel's violations of the U.S. Code, Title 18: conspiracy against rights (section 241), extortion (section 3559), and terrorism (section 3077), as well as alleged violations of civil law and Constitutional rights.

Only the Department of Justice Can Intercede

You and your Department are the only entities capable of investigating this corporate terrorist – AK Steel. OSHA seems incapable of dealing adequately and thoroughly with this corporation, to protect AK's workforce. The Department of Justice must intervene – and include law enforcement agencies when applicable – in this dire situation on behalf of thousands of men and women terrorized by this corporation.

Please consider carefully the documents and claims made in this letter – because the livelihood and, indeed, the lives of thousands of AK employees are at stake. Thus far OSHA has, over the course of many years, failed to protect the safety and rights of AK employees.

Death of an AK Steelworker

On October 29, 2002 Mr. Keith Eckenrode, a production worker, was killed at the Butler AK Steel plant while performing his job. AK Steel failed to provide a safe work environment for Eckenrode because the company utilizes a less effective lockout procedure for production workers than for maintenance workers.

Maintenance workers, when working in or around equipment, lock and tag out the power sources and bleed off air and hydraulics, while production workers, like Eckenrode, are NOT instructed how to do that same procedure (to bleed off air and hydraulics) in order to protect themselves. If air and hydraulic lines are not bled off they remain pressurized, and a malfunction can cause them to become activated. AK provides no such instruction to production workers.

Eckenrode died of massive crushing injuries to his torso when he was pinned within the exit end of the coiler unit of the Processing Department #2 Aisle, Weld and Trim Line. [This unit trims and recoils steel coils up to 5-foot diameter, using a 5-foot long tension arm which maintains tension on the coil as it is being re-coiled.] While doing a clean up process assigned by a supervisor, Eckenrode was fatally crushed under the tension arm when an electrical failure caused either the air or the hydraulics to activate the tension arm under pressure, crushing him beneath it.

Additionally, there are allegations that the electrical failure (a coil short out) was caused by an inferior coil, which contributed to Eckenrode's death. Approximately a year ago AK replaced an electrical coil, allegedly with an inferior coil that was not rated properly for the application. When maintenance electricians installed the replacement coil, a properly rated coil was not available at that time. AK management allegedly instructed electricians to use an improperly rated coil, to get the unit quickly back in production. (The steelworker(s) with firsthand knowledge of this allegation will testify to authorities, if guaranteed protection from termination by AK Steel.)

As evidenced by Eckenrode's death, AK Steel's separate lock out / tag out procedures, one for maintenance and one for production, is woefully inadequate to protect the safety of its steelworkers. If AK supervisors had instructed Keith Eckenrode (and other production employees) the proper and SAFE way to bleed off air and hydraulic lines, he would be alive today. Note: Eckenrode was no stranger to this equipment. His assigned job had been on this unit, and he worked on this equipment on a regular basis. Eckenrode complied with company policy – and it killed him.

Contact information for the legal counsel for Keith Eckenrode's widow, Cheryl: TuckerArensburg Law Firm, attorney Chris Cahillane, 1500 One PPG Place, Pittsburgh, PA 15220-5401, 412-594-5552.

Employees Fear AK Steel

As I explained to Robert Szymanski (OSHA's Pittsburgh Area Director), OSHA will not get an accurate and/or an exhaustive investigation for many reasons. First, because AK employees (many that I know personally) refuse to talk to OSHA regarding all the issues addressed in this letter, as well as many others – some of which I may not be aware. Employees fear the loss of their jobs if they report anything to OSHA. Many employees I know say they will testify to law enforcement agencies at the federal level – such as the FBI – but not to OSHA. AK employees fear retaliation in the form of discharge, and they fear that OSHA will be unable to protect them from AK's retaliation. My case [explained later in this letter] is an example of this. I tried to file a complaint with OSHA on several dangerous issues; then OSHA claimed at that time that my concerns did not fall under their

March 7, 2003

jurisdiction. AK subsequently fired me, and OSHA could do nothing to protect me. AK made an example of me for other employees; when employees speak out, they are terminated.

AK Steel Allegedly Thwarts OSHA

Second, it seems that AK Steel continually thwarts OSHA's efforts to perform its duties. Allegations abound that AK managers may have tampered with the crime scene and crucial evidence following Eckenrode's death and prior to OSHA's arrival on the scene. An AK foreman who was supervising on the night of Eckenrode's death, allegedly reported to OSHA that Eckenrode had not been directed to enter the coiler area that night. However, it is common practice that AK employees who are given orders to clean up an area are expected to clean everywhere – unless specifically directed otherwise. AK managers, it seems, are reporting half-truths to OSHA.

Not surprisingly, in addition to stonewalling OSHA, AK is allegedly attempting to thwart Eckenrode's widow's civil case against AK. I recently spoke with Eckenrode's widow, Cheryl, who informed me that her attorneys requested to visit and inspect the site of Eckenrode's death. AK complied with that request, but remained less than cooperative. On the day of the attorneys' visit, AK supervisors allegedly scheduled off most of Eckenrode's co-workers who could have reported firsthand knowledge of the facts surrounding his death. Cheryl said it was evident that the few steelworkers available to the attorneys that day seemed clearly intimidated and extremely hesitant to speak openly and freely about the tragedy.

Evidence will show that AK Steel's so-called "safety program" primarily uses intimidation by retaliation. AK Steel showed this in my case, as I attempted whistle blowing to OSHA and to other agencies – and was subsequently discharged by AK Steel.

AK's "Oppressive Management Style" and Employee Intimidation

AK Steel intimidates employees to the extent that they fear reporting any accident or injury – even the most minor because, according to the Butler Armco Independent Union, "a suspension is sure to follow." [Refer to Document # 34, BAIU weekly newsletter dated 11-6-02.] Interestingly, that is probably the only reason AK's OSHA recordables are low right now.

It's not because AK is a sterling example of industrial safety, but only because AK terrorizes its employees so that they avoid seeking medical treatment [at the plant hospital] to avoid reporting workplace injuries. Unfortunately, this only creates the façade of a safe work environment.

In addition to suspending hundreds of steelworkers, AK has fired scores of employees in the past few years as a result of what would normally be considered "minor" injuries or safety policy infractions. According to that BAIU newsletter, AK Steel has fired 59 workers, and suspended 224 (at the Butler plant), since taking over Armco Steel in late 1999. [By my computation, that averages one firing every 19 days and one suspension every 5 days – an obscene statistic in even the most ruthless companies.]

Following Keith Eckenrode's death, AK Steel's CEO Richard Wardrop penned a letter to all employees expressing his "prayers and sympathies" to Eckenrode's family and friends. Despite Wardrop's knowledge that AK steelworkers were grieving the loss of their co-worker and friend, Wardrop found it necessary to reiterate in a sympathy letter his impossibly unattainable mandate for "zero injuries." As evidenced thus far, his policy is only possible when employees cannot report injuries – for fear of retaliatory discharge. [Refer to Document # 35.]

AK uses a progressive discipline system whereby employees are given verbal and written warnings, then suspensions, and then are discharged. This policy is abused, however, because AK seems to collect recorded violations on every employee, in case a termination becomes necessary in the future.

[Refer to Document # 34.] Plus, under AK's system, the progression of discipline continues from the first offense, even if it was as simple as an unbuttoned shirtsleeve. [Refer to Document #44, *Butler Eagle*, 11-8-02.] If employees, like me for example, try to expose corruption, mismanagement, and genuine safety violations within the company, AK will discharge them, using past history and "safety violations" against them. In my case, however, *I actually followed company policy before my discharge.* (My story follows later.)

"Quotas" for Management

Moreover, AK Steel uses a quota system (documented in writing) for its turn foremen, whereby they must document, at a minimum, one unsafe act and one unsafe condition on a weekly basis. [Refer to Document # 17, "Avoid Verbal Orders 5-22-01."] As an example to other managers, nine salaried supervisors were fired recently for NOT furnishing their weekly quotas of so-called "safety violations." [Refer to Document #44.] Upon request, I can provide names of those fired managers. Additionally, scores of management personnel are quitting or taking early retirement because of the interminable pressure to slink around the plant, ratting out subordinates, co-workers, and friends for trivial and petty "safety" infractions, while knowing that upper management ignores or institutes genuine safety violations. [See the "My Story" section of this letter, which details AK's practice that forces employees to continue operating damaged mobile cranes.]

Examples of Firings and Suspensions

Some examples of alleged firings, suspensions, and warnings given to hourly employees for minor and absurdly ridiculous infractions [Refer to Document # 17, page 2, and Document # 44]:

- One worker was fired for using a faulty piece of equipment that he previously reported as faulty, but the company refused to take out of service. (AK's rationale for his termination: allegedly, company officials "could not find" the worker's report of the faulty equipment.)
- Several workers have been fired for walking through overhead doors and not using a man door.
- One employee was given a 3-day suspension for wearing his wedding ring before even starting his shift.
- An employee was written up for walking with his hands in his pockets.
- Another employee was written up for writing a measurement on a tablet while walking.
- Employees were written up for having shoe laces untied or cuffs and shirts partially unbuttoned.
- Perhaps the most ridiculous of all: one employee was written up for "sweating too much" and not drinking enough water. Apparently AK management is omniscient and can sense when employees are not optimally hydrated.

Injured employees, fearing termination, are literally finishing their shifts and leaving the plant with serious injuries – a fractured leg, in one case – so that they do not have to report their injuries as work-related. Employees seek treatment at local health care facilities, but not at the plant hospital.

Insurance Fraud?

Fearing termination for being injured on the job, AK employees seek treatment at Butler Memorial Hospital, for example, and are forced to lie about their work-related injuries. AK workers, when asked by hospital personnel if they were injured at work, must falsify their treatment records and insurance claims, saying they were injured at home, at play, etc. AK's health insurance carrier, Highmark SelectBlue, pays the injury claims – instead of AK's workmen's compensation carrier. [AK Steel's employee health insurance carrier is: Highmark Blue Cross Blue Shield, an Independent Licensee of the Blue Cross and Blue Shield Association. AK Steel's Group # 04127114, Network Code 365, BC Plan 363, BS Plan 865. Member Service/Benefit questions: 1-800-241-5704. Member Claims contact address: Highmark Blue Cross Blue Shield, P.O. Box 3355, Pittsburgh, PA 15230-3355.]

AK's Motivations?

Most likely, the primary reasoning behind AK's current policies is monetary; AK has realized decreased workmen's compensation claims. Certainly these statistics, no matter how they jeopardize the well being of its workforce, make AK Steel appear more fiscally sound during its current negotiations to acquire National Steel Corporation. Moreover, in the event of a future sale of AK Steel, these statistics will prove appealing to a potential buyer.

The secondary motivation for AK's ongoing terrorization and intimidation of employees is so that AK can garner safety awards from OSHA, which of course leads to their exemption from random inspections. [See OSHA's web site at www.osha.gov/oshprogs/vpp/benefits.html, which explains these exemptions.]

AK Management Style Causes Mental Anguish

According to one local doctor, "hundreds" of AK employees [his word] are being treated at area mental health facilities for emotional and psychological illnesses and breakdowns directly caused by AK's oppressive management policies and terrorization of its workforce. This particular doctor is treating a personal friend of mine for these problems at an area psychiatric facility, and he explained the unprecedented numbers of AK employees being treated for mental stress and anguish. (My friend has agreed to testify to a law enforcement agency on this matter, if asked.)

Department of Justice officials should inquire of local health care facilities to investigate the extent to which AK employees are being terrorized psychologically, mentally, and emotionally. [Names of some patients willing to testify can be furnished at your request or that of law enforcement agencies that can protect the workers against termination.]

AK Steel subsequently forced this friend (mentioned above) back to work – against doctor's orders. First AK suspended this worker's Sick and Accident Health benefits, which completely eliminated income. Then AK allegedly threatened to terminate him if he did not return to work immediately. Interestingly, he is taking several prescriptions for his ailments, yet has been forced to return to work – while under the influence of these medications – at his own personal risk and at the risk of others. AK Steel is causing an unsafe work environment in this instance.

AK's Ruthless Reputation

Following the acquisition of the former Armco Steel, AK Steel has allegedly earned a heinous reputation throughout the tri-state area for its ruthless management practices. Local companies – like AK's suppliers, customers, vendors, and neighbors – allegedly are aware of AK's abusive, retaliatory, and intimidating policies toward its employees. Allegedly, one local company eagerly hires AK's discharged employees.

Even Irvin J. Dean, Jr., the arbitrator who ruled against me in my hearing [mentioned later in this letter], recognized what he called "oppressive management style" in a recent award to another steelworker at the Butler AK plant. [Refer to Document # 34.]

AK's CEO Wardrop Opposes Workers' Causes

Wardrop has been under investigation by the Ohio Elections Commission for his part in violating campaign-financing laws in 2000. Wardrop and a committee of several other CEOs are alleged to have solicited funds to spearhead a "smear campaign" against Ohio Supreme Court Justice Alice Robie Resnick during the election of 2000. Justice Resnick, who had "joined with three other justices [on the Ohio Supreme Court] to generally support workers' causes," won the election despite the alleged efforts by Richard Wardrop and the others to remove this justice who has fought for workers' rights. [Refer to Document # 45, "Enemies of Labor Under Investigation," Nov/Dec 2000, page 2.]

AK Steelworkers Desperately Need Help

AK steelworkers know the reputation of CEO Wardrop, and they have experienced his wrath. AK employees know that an agency like OSHA cannot – and will not – protect them against retaliation from AK Steel. In Szymanski's words, OSHA "cannot put a gun to their heads to make them talk." He admitted to me that OSHA has definite limitations in the scope of its authority. OSHA has lost all credibility with the AK hourly workforce because of all the incidents outlined here, plus many others. Many employees have told me they will speak with law enforcement agencies, but not with OSHA, about the obstruction of justice, terrorization, and abuse that has taken place and is taking place. For instance, in the death of Keith Eckenrode, at least one steelworker has told me personally that he will not testify to OSHA about key facts in the incident because he fears discharge. He will, however, testify to a law enforcement agency.

Ironically, AK steelworkers cannot turn to AK's Director of Corporate Safety, **Mr. Jim Stanley**, who is the *former Deputy Assistant Secretary of the U.S. Department of Labor*. None of the issues, crises, and tragedies mentioned here should have occurred with someone of Mr. Stanley's caliber as AK's Director of Corporate Safety.

Interestingly, the Department of Labor recently appointed Mr. Stanley to the National Advisory Committee on Occupational Safety and Health (NACOSH). [Refer to http://aksteel.com/news/press_release.asp?doc_id=301] Perhaps, if the Department of Labor had been made aware of the horrific conditions within Stanley's company, he may not have been appointed to an advisory position such as this.

Mr. Bob Carroll of the Pittsburgh OSHA office told me that, after reading the information I've sent to OSHA, and learning that AK's Director of Corporate Safety is Jim Stanley, the Pittsburgh OSHA office is eager to have the FBI involved in an investigation at AK Steel for two reasons.

- First, the FBI would provide a more thorough investigation. OSHA has acknowledged that its scope of authority is limited, and that AK seems to be untouchable.
- Second, the FBI's involvement would protect Pittsburgh area OSHA officers from legal liability in the event of criminal prosecution and civil liability of AK Steel.

Pittsburgh area OSHA director Robert Szymanski admitted, "we have not investigated a plant like the Butler AK Steel plant," inferring that AK Steel knows how to manipulate the system, circumventing OSHA law, labor law, and criminal and civil law.

Since OSHA is not empowered to investigate and penalize AK Steel for its practices, policies, and alleged violations of law, the Department of Justice must intervene.

My Story

I am a former steelworker with 17 years of service at the AK Steel Butler Works, formerly known as Armco Steel. *Prior to AK's acquisition of the facility, I had a satisfactory employment record with Armco.*

In 2000 and 2001, while I was working in the Transportation / Trucks Department as a heavy equipment operator and truck driver, my supervisor (Ed Tasse) gave me verbal orders to operate defective mobile cranes and to drive overloaded and unsecured tractor-trailers – both of which are in violation of company policy. [Refer Document # 40, my letter to Robert Szymanski (of OSHA), dated 11-29-02 that details all the policies that AK verbally ordered me to violate.]

At that time, I attempted to file a complaint with OSHA regarding my allegations that AK Steel forced (and still forces) the Transportation Department to operate defective mobile cranes and to

drive overloaded and unsecured tractor-trailers throughout the plant. I spoke with OSHA representative Jim Cannell, who told me his superiors claimed that my issues did not fall under OSHA jurisdiction.

On numerous occasions throughout 2000, I reported two defective mobile cranes to my supervisor, Tassey, and questioned my legal liability for operating defective equipment as well as the overloaded and unsecured tractor-trailers. Tassey, in response, refused to have the cranes repaired and refused to give me written indemnification in the event of an incident.

Then I contacted the PA Attorney General's office to inquire of my legal liability. Mr. David DeVries advised me that if I knowingly operated any defective equipment I would assume criminal and civil liability in the event of a catastrophe.

Tassey and AK management ignored my reports of defective cranes for approximately a year. AK eventually fixed one crane, but the other crane was never repaired until after I was discharged on Friday, March 23, 2001. The following Monday, AK allegedly brought in a manufacturer's technician to repair the defective crane.

During most of 2000 when I repeatedly attempted to report the defectives cranes and resolve the overloaded truck / unsecured load issues with management, I was involved in a safety infraction, with at least six other workers. In this incident, we had been installing a pump near railroad tracks when we failed to follow General Safety Order # 3 (GSO-0035-3). This GSO gives the safe procedures to be followed when performing work on or in the general vicinity of plant railroads and railroad equipment. According to the GSO, we called the Yardmaster for permission to work near the tracks, but we forgot the other two GSO provisions to install a de-railer and fluorescent cones. While I completely understood being disciplined for neglecting the cone and de-rail procedure, I questioned the reason that I was the only member of that entire crew to have received a 3-day suspension without pay for the infraction. [Refer to Document # 6, letter of suspension.]

It is my belief that I was singled for discipline in this incident because I had previously been very vocal in reporting the defective cranes and pushing for resolution of the overloaded truck / unsecured load issues over the previous months. In fact, I questioned my supervisor (Ed Tassey) about the reasons that I was the only one to receive a suspension. He claimed to have asked his superiors the same question. They told him that's the way it was going to be. End of story. [His approximate words.]

Unfortunately, incidents of using defective and out-of-service equipment are ongoing at AK Steel. Just a few months ago, AK management ordered a worker (a personal friend of mine) to remove a repair tag from an out-of-service mobile crane, perform a job with the defective crane, and then replace the repair tag. Of course this practice is against company policy, but it occurs nonetheless. [See Document # 4, "Armco's Safety and Security Handbook," section entitled Mobile Crane Operation #7, page 71.] Note: Documents # 4 and # 33 are the same Security Handbooks, except for page numbering. The Armco Handbook was in effect while I was employed there. AK subsequently printed their version (in June 2002) – using primarily identical wording as in the Armco version – except for pagination differences.

In March 2001, AK Steel discharged me for refusing to drive grossly overloaded and unsecured tractor-trailers throughout the mill. AK's written policy clearly mandates that "Operators shall operate their vehicles in strict conformance with all the provisions of the State Motor Code, both inside and outside the plant..." [Refer to Document # 1, "SHSP-0035-28." Emphasis mine.] My supervisor gave me a verbal order to drive grossly overloaded and unsecured tractor-trailers inside the

plant, clearly against AK's written company policy. I feared for my safety and that of my fellow steelworkers, in addition to being held criminally and civilly liable in the event of a catastrophe. Additionally, Armco's Safety and Security Handbook [refer to Document # 4, page 6] acknowledges that the company's written rules are "supplementary to applicable federal, state, and local laws and regulations. In the event of differences, the higher standard of safety shall apply." *In this case, the PA Motor Vehicle Code is the higher standard of safety.*

The main reason AK's in-plant transport methods are unsafe is because the in-plant road up to the Hilltop processing facility has an unusually severe grade with a 90° bend in the road. In transporting up or down that hill with an overloaded and unsecured trailer, a tractor power loss could cause the combination tractor-trailer to freewheel, possibly jack-knifing, overturning, and losing the load, with coils rolling down the hill. Certainly this could result in death or injury to the driver, or anyone in the vicinity – not just AK personnel, but outsiders as well. [Refer to Document # 26, the tractor manufacturer's warnings against overloading the trucks.]

AK Steel's primary defense for using overloaded trucks is because they are on private property (and AK claims that PA State Motor Vehicle Code does not apply to them). While AK does maintain a guarded entrance, AK employees are not the only persons who readily enter the AK plant. Vendors, outside contractors, sales people, and the food service and uniform rental suppliers enter daily – and even the general public can enter the plant at any time to purchase slag from Heckett Slag, whose building is located within the gates on AK property.

Also in question is an accurate definition for private property. This seemed to be a gray area because, after contacting the PA Attorney General, the PA State Police, and OSHA, each authority gave me a different answer as to the definition. Another consideration is the fact that AK Steel receives PA state funding for its in-plant railroad crossings, which brings into question a true private property status.

AK's repeated argument for not securing loads (with chains or straps) is because "electrical steel grade coils are susceptible to product damage from load binding." [Refer to Document # 38, a quote from Jerry Hesidenz, Director of Safety and Risk Management.]

However, AK neglects to mention that these same exact coils are later trucked out of the plant with chains or strap bindings. [Refer to Document # 40.] According to one AK metallurgical engineer, there is no structural or chemical difference in product composition at the end stage than when it is hauled in-plant.

If AK Steel believes that their unwritten policy of hauling overloaded and unsecured tractor-trailers is genuinely a safe practice, then they should include this in their written documentation, their Safety, Health, and Security Handbook and the Safety and Health Standard Procedures (SHSP-0035-28), in order to protect their operators. [Refer to Documents # 33 and # 1.] As it stands, AK Steel verbally orders drivers to haul overloaded and unsecured trucks, violating their written policy. In the event of any accident, AK has documentation to legally protect the company. In the process, the operator shall then be shown to have violated the company's written policies in hauling overloaded, unsecured trucks, also violating their PA Commercial Driver's License. [Interestingly, now there is sworn testimony (during my arbitration hearing) in which AK officials repeatedly admit to the unwritten policy of forcing drivers to haul grossly overloaded and unsecured tractor-trailers.]

Propensity for Tractor-Trailer Incidents

Mine is a valid concern because there is a propensity for vehicle mishaps like this. Before and since my termination, there have been several hazardous incidents involving both secured and unsecured loads shifting and/or rolling off the trailers, both inside and outside the plant. [Refer to Document # 40: Details of these incidents involving drivers named Dave Masartis, Rick Morando, Dan Reddick,

and Gary Namesnik are outlined in my letter to Robert Szymanski, dated 11-29-02.] [Also refer to Document # 21, which explains Masartis' suspension.] Additionally, a driver named John Zelerino was hauling a tractor-trailer down the Hilltop road on the 90° bend when the trailer unhitched from the tractor, and freewheeled down the hill and into a field.

For your reference: these steel coils weigh between 4,000 and 50,000+ pounds each. The overloaded trucks can weigh more than 130,000+ pounds, yet are only licensed at 73,280 pounds, according to PA State Motor Vehicle Code. *AK Steel's verbal orders to the Transportation Department are for its drivers to haul loads that are approximately twice the legal load limits.* [Refer to Document # 27, which details AK's licensing of the tractors at 73,280 lbs. with the Commonwealth of PA Department of Transportation.]

Interestingly, Arbitrator Irwin J. Dean, Jr., who ruled against me in my arbitration hearing in 2001 and upheld charges of insubordination (though I clearly obeyed AK's written policy), recently returned an award in favor of another Grievant who clearly violated work rules on an unrelated issue. Dean's award to the other grievant stated, "Although the Grievant clearly violated work rules with which he was familiar, the record strongly suggests that the Grievant's misconduct was provoked in substantial part by the supervisor's oppressive management style." [Refer to Document # 34.]

Unlike the other grievant, I was clearly observing AK's written policies, yet was fired and was subsequently ruled against in arbitration. *Prior to my discharge, my supervisor subjected me to the same "oppressive management style" and gave me an order in violation of company policy.*

In refusing to operate defective mobile cranes and to drive overloaded and unsecured tractor-trailers, I tried to protect myself from legal liability and was terminated for doing so. However, there was a prior case in which AK workers attempted to protect themselves from legal liability and were permitted to do so.

Two of AK's Truck Department mechanics, Ralph Geibel and Roger Stoner, who are PA-certified inspectors, refused to pass the inspection of three trailers severely damaged by excessive and repeated overloading. According to their PA certification, these 2 employees knew that if they had passed trailers that were defective they could have been held criminally and civilly liable in the event of an incident involving the trailers. These 2 workers were neither discharged nor reprimanded in any way for legally protecting themselves. I was not afforded the same protection.

The main reason I sought to protect myself by implicitly following AK's written policy is because of a prior truck incident that happened to me in June 1998, under Armco's management. During an in-plant haul, the truck I was driving rolled over when the unsecured load (a pinion gear) shifted during transport. Management, former Truck Supervisor, Rick Bofinger, gave me a verbal and written warning for not securing the load, saying that "continued behavior of this nature may lead to more severe disciplinary action, up to and including discharge." [Refer to Document # 3.] After AK Steel's takeover in 1999, and their implementation of a "zero-tolerance policy," it seemed I had no choice but to secure all loads – or face discharge because of the previous written warning I had received for not securing a load. AK Steel subsequently fired me for requesting to secure loads and for refusing to haul grossly overloaded trucks.

Interestingly, the day before my discharge, AK submitted a Daily Safety Contact sheet for all truck drivers to sign – to verify they had read the Contact. The Contact, dated 3-22-01, contained only two directives: "Contact #1: Do not overload trucks, haul within legal load limits. Contact # 2: Secure all loads on all vehicles." [Refer to Document # 12.] After reading this Daily Safety Contact, I was more convinced that I needed to follow AK's written directives implicitly. AK Steel fired me for doing so.

Ineffective Union

Following the arbitration hearing, my grievance was denied on 11-30-01. My union, the Butler Armco Independent Union (BAIU), has refused my request to file an appeal in Federal Court. (Refer to Document #30.) A Union officer, Secretary Hank Leyland, told me that the Union does not file appeals in Federal Court on any discharge case. This should be the decision of the grievant, not that of the Union officers. Prior to my arbitration former Union president, Carl Nanni, sent a letter asking me to be present and to "cooperate with your Union in the presentation of evidence and arguments on your behalf at that time and place." [Refer to Document # 18.] Likewise, the Union should "cooperate" with me, honor my request for a Federal appeal on the Arbitration decision, and truly protect the rank and file members.

My understanding is that the arbitration process was established so the court system would not be flooded with labor disputes, and that is reasonable. However, I did not receive a fair and thorough arbitration – and now the Union refuses to file an appeal on my behalf in Federal Court. Labor law does not supercede U.S. Code, Constitutional Rights, or criminal and civil law.

A "Company-Owned" Union?

The Butler Armco Independent Union is ineffective against a ruthless company like AK Steel because the company "owns" the union, so to speak:

- ✓ The Union Hall is owned by AK Steel, on AK Steel property, within the plant gates.
- ✓ All the officers are on the AK Steel payroll, paid overtime wages without working overtime, and are paid holiday wages without being forced to work any holidays.
- ✓ The Officers are not paid by the Union general fund, as is the case with most unions.

Early in the week of my discharge I sought help from my Union because, in observing AK's tactics, I knew that my discharge was imminent. AK management had told me that I could not resort to "self help" prior to my discharge and during the subsequent arbitration. Yet, Union president Carl Nanni hesitated to offer assistance in any way prior to my discharge because he feared that AK would fire an officer as an intimidation tactic and an example to the rank and file because of upcoming contract negotiations. If Union officers were paid by the Union out of the general fund, then the officers would have no fear of retaliatory discharge from AK. As it stands, the BAIU is impotent against a company like AK Steel.

The Union Misrepresented Me Before

On February 25, 1998 I filed a Grievance (BU-98-024) with my Union regarding a daylight truck position that I should have been awarded because of my seniority and contractual rights. I spoke with then-Grievance Chairman Jack Lewis to discuss the validity of my complaint and grievance. Based on the facts, he assured me that I had a valid grievance. In fact, his reassurance was "I won't file a grievance unless I can back it by the Contract." Lewis wrote the grievance and contacted me for a signature. Within 2 months, I went to the Union office to check on the status of my grievance, only to discover that the Union had subsequently withdrawn this grievance – without my knowledge or consent.

Jack Lewis, one of two officers who had signed my grievance withdrawal, claimed that Paul Kelly (then-Union President) had made a deal with the company to award the daylight truck position to a woman with less seniority. When asked why he would rescind a valid grievance that he personally filed, Lewis claimed, "We as officers have the right to override the Contract at any given time." The woman, Nancy Mills-Marzullo, had threatened to file a complaint with the EEOC if she was not awarded the bid. In effect, my Union concluded that violating my contractual rights would be less difficult for them than dealing with an EEOC violation.

Because of the Union's actions and misrepresentations of me in this case, I became suspicious of the Union's fair representation of my interests, and its ability to challenge AK's continual disrespect for our Union's contractual agreement.

Possible Collusion Between the Union and AK Steel

During a grievance procedure at AK Steel, the usual and customary process is: Step I (Investigatory Meeting), then Step II (Works Management Meeting), followed by Step III, which is the final meeting to attempt a resolution before an arbitration hearing is scheduled. Then (and only then) a Grievance Record is signed and dated.

However, in my case the Company and the Union had both signed a Grievance Record [Document # 19, dated 6-1-01] five days before my Step III Hearing was held (on 6-6-01) and before a ruling was made (on 6-19-01). In other words, both parties knew that my Grievance would be denied at my Step III Hearing – before the Hearing had occurred. Before the Step III Hearing was held, both the Union and the Company had already begun preparations for an Arbitration Hearing. This substantiates my allegations of collusion between the Company and the Union, to deny me my contractual rights.

Additionally, in all three Steps, AK used portions of Document # 4 to substantiate their allegations of insubordination – yet did not mention the portions that would exonerate me. The Union failed to present Document # 1 and the portions of Document # 4 that would have clearly exonerated me. Because both parties withheld the same documents or portions thereof, this may also indicate collusion between the Union and the Company.

Union Counsel During Arbitration Hearing

Following my Arbitration ruling, I did a line-by-line review of my arbitration transcript. I believe that Mr. Jack Murtagh (the Union's legal counsel), in neglecting to address certain issues and in refusing to convince the Union to file a Federal appeal on my behalf, may not have followed several of the PA Rules of Professional Conduct. [Refer to <http://www.pacode.com/secure/data/204/chapter81/s81.4.html>.]

In the Arbitration, AK Counsel James Haggerty cross-examined me regarding AK's Safety and Health Standard Procedure [SHSP-0035-28, Document # 1], which outlines AK policy for drivers to abide by State Motor Code regarding overloading and securing loads, saying "You didn't even know it existed?" [Document # 23, page 160, line 4.]

At that time, Murtagh declined to recross me, and he failed to introduce the concept that the burden of ensuring that I had known about it rested with the company. Refer to Document #1, page 5, section 2.11, which states, "Annually, all employees who operate mobile equipment/vehicles must review this SHSP... [and other documents], and the section covering vehicles and mobile equipment in the Safety and Security Handbook." It is AK's policy to use employee signatures to verify employee awareness and company notification of policy. If AK's sole defense of this SHSP was that I never knew about it, Murtagh could have recrossed to mention AK's neglect to ensure that employees had reviewed the SHSP. This SHSP requires drivers to "operate their vehicles in strict conformance with all provisions of the State Motor Code, both inside and outside the plant." [Refer to Document # 1, page 4, section 2.9.]

In his opening statement, AK Counsel Haggerty referred to my case as one of "classic insubordination" [Document # 23, page 16, line 11]. Yet, Mr. Murtagh did not later counter that I was not insubordinate, because I followed the Armco Safety and Security Handbook's mandate for

operators to “operate Company or personal vehicles on company property or on local, state or federal highways for business purposes must comply with all State and Federal regulations, training, and license requirements.” [Document # 4, page 68, “Operation of Vehicle and Mobile Equipment.”] Also, the Handbook provides that the company’s written rules are “supplementary to applicable federal, state, and local laws and regulations. In the event of differences, the higher standard of safety shall apply.” In this case, the PA Motor Vehicle Code is the higher standard of safety. [Refer to Document # 4, page 6.]

In the Grievance Record [Document # 19, page 3, number 7(f)], the Union submitted the Armco Safety and Security Handbook [Document # 4] pages 76, 77, 78, and 79, which discuss insubordination, but the Union neglected to submit page 68, which details AK’s requirements for drivers to comply with state and federal regulations, both on and off company property. The Union also should have introduced page 71 [number 7], which details operator of mobile cranes to inspect each crane before use and to report and correct all deficiencies prior to use.

These omissions and Murtagh’s subsequent refusal to file a Federal appeal substantiate my allegations that Murtagh may have violated the PA Professional Rules of Conduct. Specifically he may have violated Rule 1.1 Competence, for not exhibiting thorough introduction of all pertinent defenses. As well, he may have violated Rule 1.3 Diligence, for not insisting that the Union file a Federal appeal on my behalf. Rule 1.3 Diligence explains that, “A lawyer should pursue a matter on behalf of a client despite opposition, obstruction or personal inconvenience to the lawyer, and may take whatever lawful and ethical measures are required to vindicate a client’s cause or endeavor.” The Union, in effect, became an opposition and obstruction to Mr. Murtagh because of AK Steel’s intimidation of the Union and threat of discharge of officers. Because Murtagh is retained by the Union, he failed to overcome the Union’s influence and opposition to file a Federal appeal of my Arbitration.

AK Causes Asbestos Exposure

During the summer of 2001, AK maintenance workers were given a job assignment in the Silicon Maintenance Department. Upon starting the job, a worker found what appeared to be asbestos, and notified the supervisor. The supervisor allegedly concurred but ordered the workers to perform the assignment anyway, saying AK Steel would test the material. However, the material was never tested until after completion of the job, when asbestos was confirmed as expected.

Workers filed a complaint with OSHA, but AK only received a citation not a fine. Later, Mr. Szymanski explained that OSHA could only give a citation for the incident because OSHA had not been present at the time to do an air-borne contamination test of asbestos exposure. After the fact, the level of asbestos exposure to which AK employees were subjected could not be determined. I questioned Mr. Szymanski, saying that since asbestos is known to be a federally regulated carcinogen, the job site should have been shut down immediately for clean up and removal by a certified asbestos removal team using stringent procedures. AK Steel failed to comply with federal mandates, yet OSHA did not fine them or forward the incident to proper authorities for criminal prosecution.

Locomotive Operator Killed

Approximately 8-10 years ago, steelworker Don Huff was operating a radio-controlled locomotive by himself as directed by the company at the Butler plant. He became trapped, his skull was crushed between two railroad cars at the couplers – and some time passed before his co-workers knew he was killed. OSHA investigated, yet made no procedure changes to force (then) Armco Steel to add more personnel to make that job safer.

One person remotely operating an entire locomotive is unthinkable, yet AK Steel continues this practice – even after an employee’s death. Operating a locomotive with only one person (a job formerly done by 4 – 5 employees) just to save money – is unconscionable. Injuries and equipment

damage using the one-man system has amounted to much more than the cost of the salaries eliminated.

AK Workers Allegedly Exposed to Toxic Substance Now Have Leukemia

In the past few days I was informed of an alleged toxic substance exposure in the Melt Shop department. Several steelworkers there have been diagnosed with leukemia, allegedly due to exposure to a substance used in department equipment. Allegedly, OSHA has done subsequent air contamination testing – but only under AK Steel's permitted time constraints. Allegedly, AK Steel changed air filters and did a general clean-up prior to OSHA's arrival on the scene. Once again, it seems AK is thwarting an accurate and thorough investigation by OSHA.

More Exposure Cases

Former AK steelworker, Phillip Vavro, (a personal friend) was chemically poisoned by a neurological toxin several years ago at the Butler AK Steel plant. Vavro is seriously ill, has had short-term memory loss, and neurological injuries. He has been in litigation for several years, despite the testimony of professionals who have helped to substantiate his case, and he has had to fight for his disability pension.

Another man, Robert Wells, (my neighbor), was employed by an AK-contracted company, hired to do a job at the AK Steel Butler plant. Wells was working on acid lines and, while performing the job, he was burned on both arms by the acid. Wells is now permanently disfigured and may have permanent nerve damage. Allegedly, AK Steel had the proper acid suits – but did not supply a suit to Wells because of the cost of cleaning it after use. Wells' civil case is pending. It is unknown to me if OSHA did an investigation of this incident.

AK Receives an Award?

In November 2001 while AK uses terrorist tactics and possibly violates numerous laws, risking the lives and health of its steelworkers, OSHA awarded Butler AK Steel the "VPP Star Designation Award," which exempts AK from random OSHA inspections. [See OSHA's web site at www.osha.gov/oshprogs/vpp/benefits.html.] OSHA knew of the aforementioned issues (and many more), yet it gave the VPP Award to AK regardless. What a tragedy – and a gross misconduct of the OSHA mission statement.

"The mission of the Occupational Safety and Health Administration (OSHA) is to save lives, prevent injuries and to protect the health of America's workers."

It is impossible to believe that OSHA has in any way followed its mission statement after the travesties that have taken place at the AK Steel plant in Butler, PA.

Ironically, while AK bullies and terrorizes its workforce, its Chairman and CEO Richard Wardrop, Jr., enjoys commendations and appointments. Recently he was appointed to the Advisory Committee for Trade Policy and Negotiations (ACTPN), which gives "policy advice on matters concerning objectives and bargaining positions on trade agreements." Wardrop has been recognized by industry publications and a national newsmagazine for having received numerous awards for safety and performance. [Refer to http://aksteel.com/events/event_detail.asp?e=45.] In 2000 Wardrop was selected by the National Safety Council to receive its first "Green Cross for Safety" Medallion while AK Steel and its contractors were assessed nearly \$100,000 in fines by OSHA for many health and safety violations at its Mansfield (OH) plant. [Refer to Document # 47.]

Unfortunately, Wardrop's recognition has been purchased by the blood, sweat, tears, anguish, and deaths of AK steelworkers.

Repeated Pleas to OSHA for Help

In November 2002 I called OSHA again, this time regarding my issues plus those pertaining to Keith Eckenrode's death. A man named Mr. Frank Leibrick stated that my complaints and issues did fall under OSHA jurisdiction, unfortunately it was then 1-½ years after the fact, and a formal complaint could not be filed because I was no longer an AK employee. Mr. Leibrick filed a non-formal complaint for me on 11-6-02. However, it should have been a formal complaint filed in 2000 or 2001 while I was employed at the Butler AK Steel plant.

After Leibrick filed my complaint with OSHA, his boss, Robert Szymanski (OSHA Area Director), took over the case. Szymanski contacted AK Steel to investigate my allegations. [Refer to Document # 37.]

AK Steel's representative, Jerry Hesidenz (Director – Safety and Risk Management), responded to OSHA with a letter detailing how the company allegedly "corrected" the violations. [Refer to Document # 38.]

OSHA's Robert Szymanski then wrote me, saying that AK took "the necessary steps to correct the hazardous conditions." Szymanski invited me to respond and rebut Hesidenz's claims of AK's resolutions of the hazards. [Refer to Document #39.]

Following Szymanski's request, I responded to OSHA on 11-29-02, and gave a rebuttal of Hesidenz's letter claiming AK supposedly resolved the hazards in my complaint. In fact, Butler AK Steel has not corrected the hazardous conditions, as erroneously stated by Hesidenz. His letter only explained to OSHA why AK drivers are ordered to haul overloaded trucks with unsecured loads. Hesidenz clearly detailed the exact transport methods that have been used for years and, indeed, that are still being utilized. [Refer to Document # 40.]

Nothing has changed at the AK Steel plant. AK drivers are still forced to haul overloaded trucks with unsecured loads throughout the plant, jeopardizing their personal safety and that of their co-workers and the public within the plant. AK's continuing practices of unsafe hauling can be substantiated by repeated testimony of company officials in my arbitration hearing. [Refer to Document # 23, the verbatim record of my arbitration hearing.]

During a subsequent phone conversation with Szymanski, he questioned the scope of OSHA jurisdiction and asked me to request in writing a written explanation from OSHA regarding why the overloaded and unsecured trucks issue supposedly did not fall under OSHA jurisdiction. [Refer to Document #41.]

OSHA Verifies My Complaints

OSHA's Philadelphia office responded to me in a letter from Assistant Regional Administrator Mr. Kenneth W. Gerecke, dated 1-16-03. In it, OSHA verifies in writing that the issues involving overloaded and unsecured tractor-trailers does, indeed, fall under OSHA jurisdiction. Moreover, Gerecke says, the "condition of the roadways in the plant must be appropriate for the safe operation of the equipment, and the loads must be adequately secured." [Refer to Document # 42.]

In that letter, Gerecke referred me to Mr. John McFee (a staff member) for further questions. In a later phone conversation, Mr. McFee said he had no explanation as to why OSHA did not file a complaint on my behalf while I was still employed at AK Steel.

Repeated Pleas to AK for Help

Before my discharge, my attorney and I sent letters to AK CEO Richard Wardrop [refer to Documents # 9 and 11] to inform him of my complaints and several other issues, but to no avail. I

also contacted Dr. Bonnie Hill, a member of the AK Steel Board of Directors, on 9-18-01, to inform her of the many issues, and she refused to become involved.

I contacted Ms. Brenda Harmon, Vice President of AK's Human Resources, on 4-9-01 to file a complaint, and she referred me to Mr. Rick Winter, head of Butler AK's Human Relations. I contacted Mr. Winter on 4-12-01 to file a complaint about the issues addressed in Document #11, as well as all the other documents. Mr. Winter called me at home on 4-19-01 to inform me he did not feel I had any claims.

Later in my arbitration hearing, Bill Gonc (AK's Industrial Relations Manager) was asked if AK Steel had received letters from my attorney and from me, and he stated that they had. When asked if AK had responded to those letters, he stated that the AK legal department informed him there was no need to respond to my inquiries and concerns. According to this information, I believe AK Steel had intended to discharge me.

Local Official Cannot or Will Not Intervene

After my discharge, I wrote to Butler County (PA) District Attorney Tim McCune, apprising him of the numerous incidents of gross negligence and the hazardous conditions at AK Steel Butler Works. [Refer to Document #28.] I also sent him Document #11 and the Union brief from my Arbitration hearing.

McCune's response was that, in his opinion, the PA Vehicle Code restrictions did not apply to AK Steel's in-plant hauling practices. Furthermore, in a subsequent telephone conversation with me, he not only refused to help but he stated that "unless there's a fatality, I'm not coming in there."

Since his phone conversation with me, there has been a fatality at AK Steel, and, to my knowledge, D.A. McCune has yet to investigate AK's responsibility in Eckenrode's death.

Corporate Criminal?

In recent news, it is shameful to see how corporations like Enron, WorldCom, and others can destroy employees' and investors' financial well being. Thankfully President George W. Bush, in his recent State of the Union Address [1-28-03], has promised corporate reform to "insist on integrity in American business...holding corporate criminals to account."

AK Steel – while not robbing shareholders – is a corporate criminal for allegedly terrorizing, intimidating and abusing employees, extorting jobs, manipulating the system to circumvent OSHA law, labor law, criminal and civil law, Constitutional rights, and the U.S. Code – all while polishing its PR façade.

The Butler plant, when formerly owned by Armco Steel, was one of the best steel-producing plants in the U.S. and quite possibly the best in the world – for decades. The Butler plant allegedly carried the entire corporation for a time. Under AK Steel's alleged mismanagement, however, the Butler Works is now operating at a loss for the first time in decades. In 1999, in fact, the entire corporation saw a \$264.3 million loss, resulting in the lowest stock prices in four years. [Refer to Document # 48.]

While AK Steel's profits were "down by 42 percent," AK's CEO, Richard Wardrop's salary "increased by more than 100 percent." [Refer to Document # 49, *Dayton Business Journal*, 6-26-00, page 2.] Wardrop enjoys an annual salary of \$8.8 million [Document # 44], while running our corporation into the ground. In fact, *Forbes.com* recently ranked Wardrop in the top five worst-value CEOs in corporate America, when comparing CEO salaries with company loss/profit – or, ranking "the best boss for the buck." [Refer to Document # 50, *Forbes.com*, 4-26-01, www.forbes.com/2001/04/26/ceoindex.html.]

AK Steel has the power to destroy employees' livelihood, conspire against them, and extort jobs. It happened to me – after I refused to follow a verbal order that violated company policy and PA Motor Vehicle Code, as well as violating common sense and good judgment. AK Steel made an example of me.

Steelworker Keith Eckenrode's death is additional proof that AK Steel fails to provide a genuinely safe work environment, and uses dangerous and questionable policies and procedures, despite what their corporate PR department claims.

According to PA Attorney General Mike Fisher, "There is no more important function of the government than the *protection of the people's rights and property against those who have no respect for the law nor for the security of others.*" [www.attorneygeneral.gov/around/mission.cfm, quote posted 1-21-97. Emphasis mine.]

It is obvious to all of AK Steel's present and former employees that AK Steel has no respect for the law – and less respect for its human resources. The only way AK Steel will change its policies and tactics is if a law enforcement agency and the subsequent prosecution forces them to do so.

Other agencies and entities seem inadequate or ill equipped to face this corporate nemesis. AK Steel's CEO Wardrop, in fact, disregarded ten United States Congressmen from Ohio, when they asked to meet with him to discuss AK's impact on the community following AK's 3-year lockout of its Mansfield (OH) plant employees. [Refer to Document # 46, page 2.]

Thank you for your prudent consideration to this letter. Thousands of steelworkers – and thousands of their spouses and children – are counting on you and the Department of Justice for a fair and thorough investigation of all these matters. *Not only is it a matter of livelihood, but it is also a matter of life or death* for AK Steel employees still working at the Butler plant.

You and your Department, and law enforcement agencies are the only forces capable of taming this unchecked, seemingly untouchable corporate terrorist, AK Steel. The Department of Justice has a responsibility to intervene in this dire situation on behalf of the tens of thousands of men and women terrorized by this corporation and its CEO.

Please give us some hope for investigation and resolution of these policies and practices, and alleged violations. Remember that each death, injury, suspension, and firing not only impacts employees, but also wives, husbands, children, and loved ones.

My wife and I, and our 2 teenage daughters have been robbed of my livelihood and a portion of my retirement. AK Steel has altered my children's futures forever, while thousands of AK steelworkers and their families live in fear for their futures.

They are counting on you. **We are all counting on you.**

Sincerely and gratefully,

Joseph Myers
724-482-4726

CC:

- **Honorable George W. Bush:** President, United States of America
- **Honorable Elaine Chao:** Secretary, Department of Labor
- **Tom Ridge:** Secretary of the Department of Homeland Security
- **Robert Mueller, III:** Director, FBI
- **Benigno G. Reyna:** Director, U.S. Marshals
- **John A. Boehner:** Chairman, Committee on Education and the Workforce, U.S. House of Representatives
- **Ed Rendell:** PA Governor
- **Mike Fisher:** PA Attorney General
- **Arlen Specter:** U.S. Senate (PA)
- **Rick Santorum:** U.S. Senate (PA)
- **Phil English:** U.S. House of Representatives (PA District 3)
- **Mary Jo White:** PA State Senate (21st District)
- **Guy A. Travaglio:** PA State House of Representatives (11th District)
- **Alan McMillan:** President, National Safety Council
- **Pennsylvania Governor's Award for Safety Excellence Committee**
- **National and Local Media:** television and print

"All that is necessary for the triumph of evil, is that good men do nothing." – Thomas Jefferson

Enclosures

Documents are listed in chronological order, based on date of origination or of a related incident or fact.

Document # 1

Safety and Health Standard Procedure (SHSP-0035-28), origination date 7-19-71, updated July 2001, entitled *Qualifications for Operators of Mobile Equipment*, which details AK Steel's requirements and procedures required for mobile equipment operators.

Document # 2

Grievance BU-98-024, dated 2-25-98, which I filed with my Union, on an unrelated issue (a daylight job bid). The Union, without my knowledge or consent, subsequently withdrew this grievance. Because of the Union's actions on my behalf in this case, I became suspicious of the Union's fair representation of my interests, and its ability to challenge AK's continual disrespect for our Union's contractual agreement.

Document # 3

This is the warning I received for not securing a load inside the plant on July 9, 1998. This incident made me wary of the need to follow AK's written policies in order to protect myself from discharge. (After this incident, AK threatened me with disciplinary action, up to and including discharge, for not following written policy. AK later discharged me for following written policy.)

Document # 4

This is Armco's Safety and Security Handbook (publication date March 1999) in force at the time of my employment. It is essentially the same as the AK Steel version (issued June 2002) except for pagination. Note underlined portions. [Compare Document # 33, *AK Steel Butler Works Safety, Health, and Security Handbook*, included for your reference only.]

Document # 5

An advisory notice to drivers regarding vehicle and registered combined weights, which had been posted on 7-12-99 in the tractors. This emphasized AK's requirement for employees to follow AK written policy.

Document #6

A suspension letter for me, dated 7-28-00, for not following AK's written policy regarding a safety violation of General Safety Order # 3, in which I forgot to use proper safety equipment during an unrelated incident. This document shows AK Steel's propensity to suspend and discharge workers for not following AK's written policies. [Compare this with Document #3, 7-9-98, another verbal/written warning to me. Both documents threatened disciplinary action up to and including discharge, and they instilled in me the necessity to follow AK's written policy implicitly. AK subsequently fired me for attempting to follow company policy on the overloaded and unsecured truck issue.]

Document #7

Handwritten minutes (taken by Union rep Greg Loverick) from an investigatory meeting (on 12-15-00) held by my supervisor, Ed Tasse, to inform me that I should haul overloaded trucks with unsecured loads. I asked if I would be fired for not doing so, and Tasse claimed he was not saying that. However, his quote was "Unless road conditions are unfavorable, your requirement is to haul six [coils]." Six coils is clearly over the weight limits according to PA State Motor Vehicle Code. Three months later Tasse did, in fact, fire me for refusing to haul overloaded trucks and unsecured loads.

Document # 8

AK Steel document, dated 1-31-01, sent to all employees from Brenda Harmon, the Vice-President of Human Resources at the corporate level. After receiving this company-wide notice regarding EEO, Harassment, and Telecommunications Policies, I thought perhaps the Corporate Human Resources

Department might be able to assist me after my discharge. I subsequently contacted Ms. Harmon, who referred me to Rick Winter, Butler AK Human Resources.

Document # 9

Letter dated 3-1-01 from my former attorney, Dennis M. Moskal, to AK officials, seeking clarification, documentation, and indemnification for the me regarding AK's requirement to operate overloaded and unsecured tractor-trailers, contrary to AK's written policies and possibly in violation of PA State Motor Vehicle Code. Moskal also mentioned the fact that AK receives state funding for all of its in-plant railroad crossings, which calls in to question the 'private property' status.

Document # 10

AK Steel's Job Safety and Health Analysis dated 2-2-01, which is an analysis of hauling coils intra-plant. This document contradicts Armco's Safety and Health Handbook [Document # 4], as well as SHSP-0035-28 [Document # 1] and Daily Safety Contact dated 3-22-01 [Document # 12]. Reference Document # 4, page 6, which negates this Analysis.

Document # 11

Letter dated 3-21-01 from me to numerous AK Steel officials, describing dangerous safety infractions and double standards within the company, as well as my concerns about my own criminal and civil liability while being ordered to operate the overloaded, unsecured trucks and the defective mobile cranes.

Document # 12

This document was the safety contact given to all drivers on 3-22-01, the day before my discharge. This clearly mandates that operators shall "not overload trucks, haul within legal load limits, and secure all loads on all vehicles."

Document # 13

AK's letter of suspension with intent to discharge, dated 4-5-01. This letter is referred to in my arbitration hearing, as Company Exhibit #1. This letter contains Ed Tassey's claims that I was insubordinate on 3-22-01 and 3-23-01, yet under oath Tassey testified that I was not insubordinate on 3-22-01. This shows AK's inconsistencies and half-truths.

Document # 14

AK's letter, dated 4-10-01, in response to my Works Management meeting, after my discharge. This letter uses passages from the Armco Safety and Security Handbook [Document # 4] to substantiate AK's claims of my insubordination, yet it does not address the issue that my supervisor's verbal orders violate this Handbook, page 68, under Operation of Vehicles and Mobile Equipment.

Document # 15

Grievance # BU-01-118, dated 4-12-01, that the Union filed on my behalf, following my discharge.

Document # 16

Letter, dated 5-19-01, that I sent to former Union President Carl Nanni, requesting a videographer and my wife to be present as a witness during the Step III Hearing. I wanted a more accurate account of the meeting because the Company, during the Step I and Step II Hearings, had made false allegations, and they denied my request to use my personal recorder during the meetings. At those meetings, the Union provided only longhand notes, which are not verbatim accounts of the meetings. I wanted an accurate transcript of this meeting that was of utmost importance to my employment and my future. AK Steel denied my requests and refused to give me a written explanation for their denial. [Refer to Document # 18.]

Document # 17

"Avoid Verbal Orders" dated 5-22-01. This document explains AK's quota requirement for managers to document at least 1 unsafe act and 1 unsafe condition weekly, in each section. Page 2 lists some, not all, of these violations.

Document # 18

Letter, dated 5-29-01, from the Union president asking for my cooperation with the Union at my Step III Hearing prior to my Arbitration hearing. Likewise, the Union should "cooperate" with me, honor my request for a Federal appeal on the Arbitration decision, and truly protect the rank and file members. This letter also states AK's denial of my request in Document # 16. The Union's request for my "cooperation" most likely references their recollection of my dissatisfaction with the Union's previous misrepresentation of me on a Grievance that the Union withdrew without my knowledge or consent. [Refer to Document # 2.]

Document # 19

Grievance Record # BU-01-118 (dated 6-1-01) for my upcoming Arbitration Hearing. This document generated by both the Union and AK Steel details the charges, allegations, and documentation filed by both parties to be used as Exhibits during the Arbitration Hearing. The Union neglected to include portions of several documents that would have exonerated me. [Documents # 1, 4, and 12.]

Document # 20

Letter, dated 6-19-01, sent by Bill Gonce, Manager, AK Industrial Relations, regarding his denial of my grievance at the Step III Hearing. Significant point: Note the dates of Documents # 19 and # 20. Gonce's ruling [Document # 20] on my Step III hearing occurred after the company and the Union signed and dated my Grievance Record [Document # 19]. In other words, the Company and the Union had already signed and dated the Grievance Record (on 6-1-01) five days before my Step III Hearing occurred. Allegedly Gonce had pre-determined that my Step III Hearing would be denied before the meeting was held. This substantiates my allegations of collusion between the Company and the Union, to deny me my contractual rights.

Document # 21

This document, dated 6-21-01, is the suspension letter to Dave Masartis. Reference the underlined portions. Masartis was suspended for not stabilizing a load, although the company repeatedly testified in my arbitration hearing that hauling unsecured is their "safe" and accepted way of hauling. In this document, they claimed that Masartis should have "taken steps" to ensure that the load was stationary. However, if AK had followed their own written policies [Documents # 1, 4, 12] and allowed him to chain or strap the load, his coil would not have shifted and rolled out of the truck well.

Document # 22

This document, dated 8-13-01, is a list of additional items added as documentation subsequent to the Grievance Record completion.

Document # 23

Verbatim record of the Arbitration hearing (final transcript submitted 8-20-01), in its entirety, including the Arbitrator's ruling. With the transcript I have included my list of points and issues that I believe are incomplete and/or inaccurate, and led to a denial of my grievance. These points should prove my allegations of collusion between the Union and AK Steel and/or misrepresentation to deny me my contractual rights. Furthermore, it is my belief that Arbitrator Dean denied my grievance without ruling on the complete facts in this case.

Document # 24

A drawing and specifications of the new CRNO trailer, Union Exhibit # 8. This is referred to in the Arbitration Hearing transcript.

Document # 25

A drawing and specifications of the new Hilltop trailer, Union Exhibit # 9. This is referred to in the Arbitration Hearing transcript.

Document # 26

This document is the operator's manual for the tractors involved. Reference page 2, which warns of the risks in exceeding the manufacturer's recommendations for gross vehicle and combination weight: "...overloading can cause component failure resulting in property damage, personal injury or death." AK Steel continuously disregards the tractor manufacturer's weight recommendations when ordering drivers to haul loads in excess of 100,000 pounds.

Document # 27

This document [also Union Exhibit 11 from my arbitration hearing] verifies that the trailers are licensed at 73,280 pounds with the Commonwealth of PA Department of Transportation.

Document # 28

This is a letter, dated 11-29-01, I wrote to Butler County (PA), District Attorney Tim McCune, advising him of the gross negligence and hazardous conditions at AK Steel Butler Works. I also sent him Documents #11 and the Union brief from my Arbitration hearing. [See also Document # 31, his reply to my letter and refusal for help.]

Document # 29

Arbitrator Irwin Dean's "Opinion and Award," dated 11-30-01, after my Arbitration Hearing. Dean ruled against me and upheld my discharge from AK Steel. It is my opinion that Arbitrator Dean did not rule on the merits of my case.

Document # 30

Letter from my Union (BAIU), dated 12-12-01, in response to my request to file an appeal of the arbitration decision in Federal Court on my behalf.

Document # 31

Butler County (PA), District Attorney Tim McCune's written reply, dated 12-19-01, to my letter and plea for help at Butler AK Steel [see Document #28]. In his opinion, the PA Vehicle Code restrictions did not apply to AK Steel's in-plant hauling practices. Furthermore, in a telephone conversation with me, he not only refused to help but he stated that "unless there's a fatality, I'm not coming in there [AK Steel]." Since his phone conversation with me, there has been a fatality at AK Steel (Keith Eckenrode) and, to my knowledge, D.A. McCune has yet to investigate AK's responsibility in Eckenrode's death.

Document # 32

Letter, dated 1-10-02, from the PA Department of Transportation in response to my letter dated 11-29-01 [Document # 28], regarding my concerns about the overloaded trucks and unsecured hauling at AK Steel.

Document # 33

AK Steel Butler Works Safety, Health, and Security Handbook, copies of supporting pages. Publication date June 2002. [See Document #4.]

Document # 34

Union Newsletter, dated 9-11-02, referencing Arbitrator Irwin Dean (who had ruled against me despite my efforts to comply with company policy). In this case, Dean overturned the discharge of another steelworker (who clearly violated work rules), because Dean acknowledged that the worker's "misconduct was provoked in substantial part by the supervisor's oppressive management style."

Document # 35

Letter dated 11-1-02 from AK Steel CEO Richard Wardrop, addressing Keith Eckenrode's death. Note the final paragraph, which reiterates Wardrop's impossibly unattainable mandate for "zero injuries."

Document # 36

Butler Armco Independent Union newsletter, dated 11-6-02, which addresses the Union's complaints of AK's management style, including harassment, intimidation, coercion, and threats. The letter addresses the unprecedented numbers of firings and suspensions, it references Keith Eckenrode's death the week prior, and the letter calls for a public Union rally on 11-11-02 in Diamond Park in Butler, PA.

Document # 37

Letter dated 11-6-02 sent to me from the Pittsburgh OSHA office, regarding filing my non-formal complaint against AK Steel (which should have been a formal complaint during the time of my employment with AK).

Document # 38

AK Steel response letter (from Jerry Hesidenz) to the Pittsburgh OSHA office (Area Director, Robert Szymanski) dated 11-12-02 regarding the allegations in my non-formal complaint against AK Steel. [See also Document #40, my rebuttal of Hesidenz's letter to OSHA.]

Document # 39

OSHA's letter from Robert Szymanski to me, dated 11-18-02, inviting me to respond and rebut Hesidenz's claims of AK's resolutions of the hazards for which I filed a complaint with OSHA.

Document # 40

My response letter to OSHA's Robert Szymanski, dated 11-29-02, regarding my rebuttal of Hesidenz's letter claiming AK's supposed 'resolutions' of the hazards in my complaint.

Document # 41

Letter dated 12-9-02, from me to Mr. Szymanski, regarding my rebuttal of Hesidenz's claims of resolution of the hazards at AK. During a subsequent phone conversation with Szymanski, he questioned the scope of OSHA jurisdiction and asked me to request in writing a written explanation from OSHA regarding why the overloaded and unsecured truck issues supposedly did not fall under OSHA jurisdiction.

Document # 42

Written explanation from the Philadelphia OSHA office, dated 1-16-03, in response to Document # 41. In this, OSHA verifies in writing that the issues involving overloaded and unsecured tractor-trailers does, indeed, fall under OSHA jurisdiction. Moreover, the "condition of the roadways in the plant must be appropriate for the safe operation of the equipment, and the loads must be adequately secured."

Document # 43

My letter to Elaine Chao, Secretary of the U.S. Department of Labor, dated 2-22-03. My letter to her is similar to the letter to the Department of Justice. I wrote to her, requesting her intervention regarding OSHA inadequacies, since the D.O.L. oversees OSHA. After receiving little satisfaction and assistance from OSHA, it seemed I needed to appeal to a higher authority.

Document # 44

Newspaper article, Butler Eagle, Butler, PA, dated 11-8-02, which details the Union's complaints against AK Steel. Among the complaints: AK's 'management style,' numerous firings and suspensions; steelworkers' fears about reporting injuries; extreme stress and mental anguish of

working at AK; profit losses and spending; and the call for the Union to be treated with "respect and dignity." The article calls for Union solidarity and attendance at a public Union rally held 11-11-02.

Document # 45

Article found on the web site of the United Steelworkers of America (USWA), which represents AK steelworkers at its Mansfield (OH) plant. This article details allegations of AK Steel CEO Richard Wardrop's involvement in a committee investigated by the Ohio Elections Committee for soliciting funds to initiate a smear campaign against Ohio Supreme Court Justice Alice Robie Resnick during a recent election. Justice Resnick is well known as a supporter of workers' rights. [<http://www.uswa.org/steellabor/novdcc00/aksmear.htm>.]

Document # 46

Article found on the United Steelworkers of America (USWA) web site. Page 2 details AK Steel CEO Wardrop "arrogantly 'snubbing' the ten U.S. congressmen from Ohio who requested a meeting with him" regarding the community impact of AK's 3-year long employee lockout at its Mansfield (OH) plant. [<http://www.uswa.org/news/armco/ak050800.html>.]

Document # 47

Article found on the USWA web site which tells of AK's CEO Wardrop receiving the first "Green Cross for Safety" Medallion, despite substantial OSHA violations and fines totaling nearly \$100,000. The article also mentions that the Department of Justice filed suit against AK for violating air and water pollution standards in Ohio. The U.S. Environmental Protection Agency ordered AK to provide safe drinking water to the community of Zelienople (PA) following AK's discharge of nitrates into Connoquenessing Creek at the Butler facility. [<http://www.uswa.org/press/aksteel071400.html>.]

Document # 48

Article on the USWA web site (1-26-00) which details AK's substantially conflicting reports to shareholders, saying that the company set new records with shipments to appliance and automotive customers. Yet, in 1999, AK realized a \$264.3 million profit loss, resulting in the lowest stock price in 4 years. [<http://www.uswa.org/news/armco/aksteel012600.html>.]

Document # 49

Article in the Dayton Business Journal (6-23-00), which discusses exorbitant CEO pay scales, and specifically mentions AK Steel CEO Richard Wardrop, whose salary increased by more than 100 % while AK's profit was down by 42%. [<http://dayton.bizjournals.com/dayton/stories/2000/06/26/story1.html>.]

Document # 50

An article from *Forbes.com*, called "Heroes or Zeros? Best Value Bosses," (4-26-01) which compares CEO salaries with the profitability of their respective companies. This details, in effect, the "best boss for the buck." Not surprisingly, AK Steel CEO Richard Wardrop was ranked #5 on the "worst value" list of CEOs. [<http://forbes.com/2001/04/26/ceoindex.html>.]

Exhibit A

POWER OF ATTORNEY WITH AGREEMENT FOR RETAINER AND CONTINGENT FEE

I, Joseph G. Myers, hereby authorize, constitute and appoint Joseph H. Chivers, Esquire, my exclusive attorney and agent as to all matters pertaining to my intervention against AKSteel, with full power to enter suit on my behalf, to compromise, settle and discontinue, or satisfy any claim or judgment obtained thereby, as fully as I could do if I were acting in my own behalf. It is understood, however, that my attorney will not enter into any agreement to settle or otherwise compromise this matter without my expressed approval.

FEEES

In consideration of the legal services rendered and to be rendered in my case against the aforesaid parties, I agree to pay my said attorney an initial retainer of \$1,500.00. The purpose of the retainer will be to perform an "intervention" as that term is defined within the Employment Rights Group brochure given to me by my attorney. The intervention will include, if necessary, the filing of a complaint in court, but will not cover any discovery, motions, briefs or other litigation. If the intervention is successful, I will owe my attorney 30% of the value of any cash or other things of value obtained, with a credit for the retainer.

If intervention is not successful, and I wish to pursue litigation, I must enter into a separate fee agreement.

COSTS

I understand I will be responsible for the costs incurred in the prosecution of my case, and will pay these costs as they are incurred. For the intervention, costs are expected to be nominal.

TERMINATION OF REPRESENTATION

I understand that if I fail to cooperate with my attorney, if my attorney learns that I have misrepresented the facts about the case to him, or if my attorney concludes there is insufficient evidence to support my case, that my attorney will be authorized, after written notice to me, to withdraw from his representation of me without any liability. In the event of such a withdrawal, I understand I will be entitled to the balance of the retainer, if any, minus the balance of any outstanding costs.

I also understand that if I wish to terminate my attorney's representation of me, I must provide him with written notice of same, and agree to protect his fees and costs. For example, if my attorney has already obtained an offer, which I decline, and I then terminate my lawyer, he will still be entitled to the applicable contingent fee percentage and amount he would have been entitled to on the offer I declined should I later accept an offer of equal or greater value, or to the contingent fee percentage he would have earned if I later settle for a lesser amount. It is also understood that if I obtain another attorney, the other attorney must agree to take whatever legal actions are available to recover my current attorney's fees and costs, and must agree to protect my

attorney's fees per the above.

NO GUARANTEE OF RESULTS

I understand my attorney is making no guarantees about the results of this matter. I understand litigation is an inherently uncertain process, and my attorney is guaranteeing only that he will represent me to the best of his ability within the guidelines of the Pennsylvania Professional Rules of Conduct.

1.5 email

SIGNATURE

1.2 Scope

ATTORNEY'S SIGNATURE

1.1 Diligence

DATED: _____

1.3

Exhibit B

147 Heather Drive
Butler, PA 16001
October 4, 2001

The Employment Rights Group
Joe Chivers, Attorney-at-Law
Suite 600
312 Boulevard of the Allies
Pittsburgh, PA 15222

Dear Joe:

As per our phone conversation on October 2, these are the items I'd like to have you include in a letter to Mr. O'Conner, A-K's corporate attorney, regarding his requests for my demands in this case. Also send copies of that letter, via certified mail, to each member of the Board of Directors.¹

Send me a copy of the letter you prepare for O'Conner and the Board, as well as copies of the certified mail receipts to all.

Please include the following in letters to O'Conner and the A-K Board of Directors, in the format you deem appropriate:

"The first demand would be to receive lump sum compensation equal to 13 years of employment, the remainder of my 30-year career with A-K. This would include an independent statistician to determine the future value of my 401(k) had I remained employed with A-K Steel until 2014, as well as the value of future pension and health care benefits and other potential retirement benefits. This demand is in lieu of reinstatement because, as presented in arbitration, I've been unjustly discharged and, in returning to work at A-K, I would most likely be targeted again because of the magnitude of this case and as a deterrent to other employees protesting the company's practices and policies.

The second demand would be that A-K's safety policies be for safety only – and not for retaliation or intimidation, as my case shows. According to A-K's own public relations material on its web site the company claims to have "strong employee involvement,"² yet, in practice, employees fear discipline and discharge for reporting any accidents or addressing safety concerns. Management claims that, according to Mr. Wardrop, there is zero tolerance, "no such thing as an accident," and that everything is preventable. Because of Mr. Wardrop's management philosophies and directives, more than 20 –30 employees have been discharged in the past year for insignificant infractions.

For reasons given above, my third demand would be for Mr. Wardrop's resignation – because the management involved in this case states that their direction comes solely

¹ For a list of the board members, see enclosed document, www.aksteel.com/investor/bod.html.

² See enclosed, www.aksteel.com/safety.html.

from Mr. Wardrop. His industry-wide safety awards and personal recognition³ are obtained solely at the expense of A-K employees' welfare and morale.

The Board of Directors will receive this letter via certified mail to make them aware of the criminal and civil liabilities being forced on me and on other employees at the Butler A-K Steel plant, as presented in the arbitration hearing on August 20, 2001."

Joe, thanks for your help with this matter; if you have further questions please call me at (724) 482-4726. I look forward to hearing from you soon.

Sincerely,

Joe Myers

³ See enclosed, www.aksteel.com/news/1999/061099.html.

JOSEPH H. CHIVERS
ATTORNEY-AT-LAW
SUITE 600
312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222-1923
(412) 281-1110
FAX (412) 281-8481

VIA TELEFAX AND FIRST CLASS MAIL

October 19, 2001

John O'Connor, Esquire
Legal Department
AK Steel Corporation
703 Curtis Street
Middletown, OH 45043-0001

Re: Joseph G. Myers v. AK Steel Corporation;
Settlement Demand

Dear Mr. O'Connor:

This is to follow up on our telephone conversation regarding Mr. Myers and his claim against AK Steel. In accordance with Pennsylvania law, this letter and its contents may be used strictly for purposes of settlement.

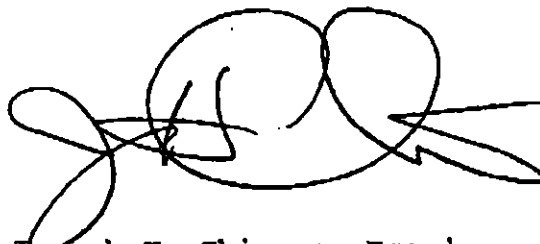
It is my opinion Mr. Myers has a bona fide claim for wrongful discharge as against public policy. The PA Supreme Court's decision in Shick v. Shirey in 1998 is illuminating on this point. The court made it clear that there is no formulaic determination or listing of situations giving rise to a wrongful discharge claim, but rather the question is whether the discharge is so contrary to a statutory or broad-based public policy as to require an exception to the general rule of employment-at-will. I believe this is just such a situation. Mr. Myers was terminated as a result of his unwillingness to violate the state motor vehicle code and the manufacturers' design loading limits for the vehicle in question. It is also apparent he was given an order directly at odds with safety instructions given to him and the other drivers merely days before his termination.

I am making an alternative demand for Mr. Myers: either reinstate him, with a cash settlement of \$40,000.00 (representing lost wages plus fees); or, pay him \$150,000.00 in exchange for a permanent resignation. Please advise at your earliest convenience, but no later than October 26, 2001. If the matter cannot be resolved amicably at this time, it is my intent to

proceed quickly to court and take any other action necessary to
bring attention to AK Steel's practices.

I look forward to your response.

Yours very truly,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above the printed name.

Joseph H. Chivers, Esquire

cc: Joseph G. Myers

JOSEPH H. CHIVERS
ATTORNEY-AT-LAW
SUITE 600
312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222-1923
(412) 281-1110
FAX (412) 281-8481

VIA TELEFAX AND FIRST CLASS MAIL

October 23, 2001

John O'Connor, Esquire
Legal Department
AK Steel Corporation
703 Curtis Street
Middletown, OH 45043-0001

Re: Joseph G. Myers v. AK Steel Corporation;
Amended Settlement Demand

Dear Mr. O'Connor:

After additional consultation with my client, he wishes me to convey additional demands on his behalf for settlement of this matter. As with the original demand, this letter and the information contained within it may be used strictly for settlement purposes.

Mr. Myers is demanding three additional conditions for settlement:

- (1) Resignation of AK Steel Corporation's CEO;
- (2) A change in AK Steel's policy so that safety is for safety's sake, not for any other purpose such as intimidation or retaliation; and,
- (3) Calculation of the value of Mr. Myers' pension if he had worked for the next thirteen (13) years (reaching the 30-year mark), and award of such amount to Mr. Myers using the form of an annuity or appropriate accruals to his pension.

I look forward to your response by the same date in my earlier letter (October 26, 2001). In the meantime, please feel free to call me if you wish to discuss.

Yours very truly,


Joseph H. Chivers, Esquire

cc: Joseph G. Myers

Exhibit E

October 25, 2001

VIA TELEFAX AND FIRST CLASS MAIL

Joseph H. Chivers, Esq.
Attorney-at-Law
Suite 600
312 Boulevard of the Allies
Pittsburgh, Pennsylvania 15222-1923

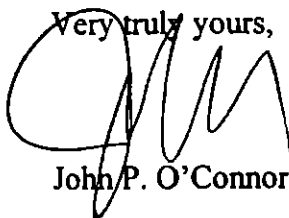
Re: Joseph G. Myers

Dear Mr. Chivers:

I am in receipt of your letters dated October 19 and October 23, 2001.

Please be advised that AK Steel rejects Mr. Myers' settlement demand which was expressed in those letters. Mr. Myers has no viable legal claims relating to AK Steel's termination of his employment. AK Steel extends no counter-offer to Mr. Myers' settlement demand.

Very truly yours,



John P. O'Connor

JPO/kaj

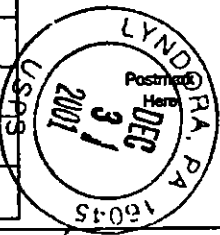
Enclosure

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 1530 0002 7047 1489

OFFICIAL MAIL

Postage	\$ 1.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.17



Sent To
THE EMPLOYMENT RIGHTS GROUP / JOE CHIVERS, ATT. AT LAW
 Street, Apt. No., or PO Box No.
SUITE 600 / 312 BOWLEARD OF THE ALLIES
 City, State, ZIP+4
PITTSBURGH PA, 15222
 PS Form 3800, May 2000. See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
THE EMPLOYMENT RIGHTS GROUP
JOE CHIVERS, ATTORNEY-AT-LAW
SUITE 600
312 BOWLEARD OF THE ALLIES
PITTSBURGH, PA, 15222

2. Article Number
 (Transfer from service label) **7000 1530 0002 7047 1489**

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 J. Chivers Addressee

B. Received by (Printed Name) Date of Delivery
05 DEC 2001

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

147 Heather Drive
Butler, PA 16001-2819
December 3, 2001

Joseph H. Chivers, Esq.
Attorney-At-Law
Suite 600
312 Boulevard of the Allies
Pittsburgh, PA 15222-1923

Dear Mr. Chivers:

I am writing in regard to the very serious issues that we need to address. It is my opinion that you have misrepresented me in negotiations with AK Steel, which may already have compromised the outcome of my case.

At our first meeting, the consultation, I made it very clear that I would not settle for anything less than my accrued wages, pension, benefits, etc. At no time did I ever state anything otherwise.

My wife and I signed an agreement with you, and the negotiations between you and AK attorney Mr. John P. O'Connor ensued, an "intervention" as you call it. After some time you called me and said that Mr. O'Connor, in a phone conversation on October 2, 2001 with you, said that reinstatement was out of the question and that we should submit a demand letter. You requested I send you a letter with my demands. My wife and I sent to you, via fax and certified mail, a list of our demands dated October 4, 2001. In that letter to you, I asked that the demands to AK should be sent via certified mail to AK attorney O'Connor and the AK Board of Directors. (Another copy of my demand letter is enclosed.)

You and I had a couple of phone conversations after you received the demand letter from me. You discouraged some of my demands (which indicated you clearly understood what my demands were), but I said that was what I wanted as the client. I also wanted you to add U.S. Code Title 18, Section 241 Conspiracy Against Rights as well, to which you flatly refused.

Then on October 19, 2001 you sent Mr. O'Connor a letter with demands to which I NEVER agreed.

The document I signed to retain your services in intervention, The Power of Attorney with Agreement for Retainer and Contingent Fee, states in the first paragraph:

"It is understood, however, that my attorney will not enter into any agreement to settle or otherwise compromise this matter without my expressed approval."

You clearly presented a demand on my behalf that did NOT represent my own demands in negotiations with AK Steel, and, indeed, you may have compromised my case in doing so without my expressed approval.

On October 22, 2001 after receiving a copy of the demand letter you sent to O'Connor, I immediately called you, saying that you had misrepresented me. You asked me what demands I wanted and I stated it was the demands we had talked about all along – exactly what I included in my very detailed letter of October 4, 2001 *that you asked me to send to you.*

It was at this point that you claimed ignorance of my demand letter, that your paralegal had misplaced it, etc. – even though I knew you clearly understood my demands because you initially balked at my demands, saying I would never receive them.

I told you that I wanted you to rescind your previous demand letter to O'Connor, and send the demands that I clearly outlined in my detailed letter to you on October 4.

Your revised demand letter dated Oct. 23, 2001 to Mr. O' Conner stated that you wanted to "convey additional demands on [my] behalf for settlement of this matter." Once again you misrepresented me. The second letter should not have been to ADD demands, but to rescind the previous demand letter because it clearly did not represent the demands I wanted conveyed to the company.

In his letter of Oct. 25, 2001, Mr. O' Conner acknowledged receipt of both demand letters from you, and stated that AK rejected all the demands.

The remedy I am seeking is for you to write a letter to Mr. O' Conner stating that your first letter (dated 10-19-01) was in error and that those were NOT my demands; that your second letter (dated 10-23-01) should represent the ONLY demands I have officially made. You should also mention that I believe AK has violated my rights, as stated in the U.S. Code: Title 18, Sect. 241., Conspiracy Against Rights. In addition, I want certified copies mailed to every member of the AK Board of Directors.

If this remedy is not accomplished within 7 business days, you will leave me no choice but to file a complaint with The Disciplinary Board of the Supreme Court of Pennsylvania.

During one of our phone conversations you mentioned that you had had a prior relationship with Mr. O'Connor, a work-related association, or the like. Since I learned of your admitted past relationship with O'Connor, I have noticed what seems like a loss of some of your initial passion for my case. It is my hope that your prior relationship with O'Connor has not created a conflict of interest in my case.

I would appreciate your immediate attention to the letter to AK Steel on my behalf. I hope you will honor your agreement with me in representing my best interests. I look forward to hearing from you as soon as possible.

Sincerely,

Joe Myers

Enc.

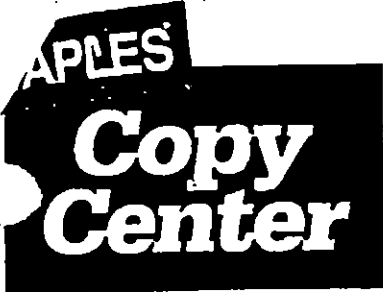
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TIME : 01/07/2002 22:46

DATE, TIME
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Exhibit G



Complimentary Fax Cover Sheet

JOE CHIVERS

From: JOE MYERS

Ext # (712) 281-8481

Phone # (724) 482-4726

Date: 1-8-02

Urgent Confidential Confirm Receipt

Number of Pages: 4
(including Cover)

Reply Fax #:

Message: Joe,
THIS IS THE RESPONSE LETTER THAT I RECD. FROM THE UNION IN MY REQUEST TO HAVE THE UNION APPEAL THE ARBITRATION ON MY DISCHARGE.

Joe Myers

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Butler Armco Independent Union



P.O. Box 2128
Butler, PA 16003

Phone 724/284-2248 • Fax 724/284-2956



P.O. Box 2128
Butler, Pa. 16001
Joseph Myers
147 Heather Dr.
Butler, Pa. 16001

Dear Joseph Myers,

Enclosed is a letter from the Butler Armco Independent Union's council regarding any further action to be taken by the Union on Arbitrator Erwin J. Dean's award for BU-01-118.

Carl V. Nanni
President
Butler Armco Independent Union

MURTAGH & CAHILL

ATTORNEYS AT LAW

110 SWINDERMAN ROAD
WEXFORD, PA 15090-8613
TELEPHONE (724) 935-7555
FAX (724) 935-7099

JOHN W. MURTAGH, JR.

December 12, 2001

Mr. Carl Nanni, President
BAIU
P. O. Box 2128
Butler, PA 16003

RE: Arbitration BU-01-118 (Joseph Myers)

Dear Mr. Nanni:

The Rules Committee has asked me for my opinion concerning what action is necessary and/or appropriate in light of the recent decision by Arbitrator Irwin Dean in the above captioned matter.

As you know, the Arbitrator's Award is final and there is no further action with respect to Mr. Myers' grievance which can be undertaken by the Union in that regard. As reflected by the transcript of the arbitration hearing, the briefs submitted by the Company and the Union, and the Arbitrator's detailed and extensive award, Mr. Dean fully and fairly considered all of the issues raised before him concerning Mr. Myers' dismissal from employment for "insubordination" and his justifications presented for the same.

We strenuously argued, on Mr. Myers behalf, that he had a good faith belief that the transportation of steel coils in the manner directed by the Company was in violation of applicable Pennsylvania Motor Vehicle statutes and presented the real possibility of injury or harm to Mr. Myers and/or to someone else. Unfortunately, given the Company's evidence that this method of transportation has been utilized, and engaged in without complaint by other labor department drivers, for a good number of years, convinced the Arbitrator that there was nothing inherently unsafe or immediately perilous about this activity. In addition, although we argued that the Company's use of "registered trailers" to transport these items brought the statutory weight limits applicable on Pennsylvania highways to bear on in-plant shipments, the Arbitrator rejected this argument, principally because Mr. Myers had not raised it prior to his termination. In other words, he found that the statutory argument was an after-the-fact justification and that it did not apply under the circumstances.

Given the history, and the Arbitrator's very clear award, there is nothing further that the Union can do on Mr. Myers' behalf.

This is not to say that Mr. Myers may not choose to pursue this matter with private counsel if he wishes to do so.

The question remains whether or not continued transportation of these coils in the manner dictated by the Company may present problems for other labor department drivers. In the absence of a grievance challenging the safety of this method of transportation, not to mention the question of legality raised by Mr. Myers, the Union of course has no basis upon which to proceed with another case. Should another labor department driver feel that the methodology employed by the Company is unsafe, a grievance should be filed, but prudence dictates that the employee continue to operate as directed until that grievance is heard and resolved.

Given the further fact that no federal or state agency was able to give Mr. Myers a conclusive answer about the weight limits being in violation of state or federal law, the only other approach which the Union might take is to refer the matter to the safety coordinators and the appropriate officials of the Company for possible review in light of the arguments advanced by the Union. AK Steel is within its rights in relying on the opinions of its safety and legal personnel, and its decision to operate in this manner is very likely not going to be upset short of a conclusive demonstration, and indeed written opinion, of some appropriate federal or state agency indicating that the practice is illegal, unsafe or otherwise inappropriate.

Therefore, the only advice I can give to the Union at this time is to diligently pursue any grievance which might be filed on behalf of a labor department truck incumbent, should one be forthcoming, and to raise the matter through the safety coordinators and the appropriate Company safety officials should the issue continue to be one of concern. In light of the evidence presented during the Myers case, however, I have deep reservations as to whether or not the outcome of any such grievance or study would be different than the result reached by Mr. Dean.

If you have any further questions or comments about this matter, please do not hesitate to contact me.

Very truly yours,


John W. Murtagh, Jr., Esquire

JWMjr/cp

147 Heather Drive
Butler, PA 16001
January 10, 2002

Exhibit H

Joseph H. Chivers, Esq.
Attorney-At-Law
Suite 600
312 Boulevard of the Allies
Pittsburgh, PA 15222-1923

Dear Mr. Chivers:

According to the *Power of Attorney with Agreement for Retainer and Contingent Fee* that I signed to retain your services in "intervention," I am obligated to provide a written notice of termination of your representation of me. Consider this as such.

At this point, after receiving a rejection from AK regarding my demands for an out-of-court settlement, your actions in "intervention" as described in the above-mentioned document, have been unsuccessful.

After lengthy consideration, including some problems detailed in a letter to you dated 12-3-01, it is not in my best interest to have you file a lawsuit and represent me in litigation against AK Steel.

In a phone conversation in December, you verbally agreed to remedy the problems (detailed in the letter dated 12-03-01) within the week, yet they were not done, and now, in January you have attempted to talk me out of the resolutions to which you agreed.

It is obvious that any rapport you and I may have had initially has diminished, and my confidence in you has waned. Apparently the feeling is mutual, as well.

As I detailed in my letter of 12-3-01, your actions in negotiations with AK's attorney O'Connor on my behalf clearly did not represent my interests, and may have compromised my case.

According to the *Power of Attorney with Agreement for Retainer and Contingent Fee*, as of this termination notice and the dissolution of our relationship, I am not obligated to you financially for any past service, and you are no longer entitled to any future settlement I may receive.

Additionally, I am releasing you from the obligation to file the complaint in court on my behalf, which is noted under "FEES" in the *Power of Attorney*. Do not file the complaint on my behalf.

Please send a written acknowledgement of this termination notice. Thank you for your attention to this matter.

Sincerely,


Joe Myers

JOSEPH H. CHIVERS
ATTORNEY-AT-LAW
SUITE 600
312 BOULEVARD OF THE ALLIES
PITTSBURGH, PA 15222-1923
(412) 281-1110
FAX (412) 281-8481

January 21, 2002

Joseph G. Myers
147 Heather Drive
Butler, PA 16001

Re: Confirmation of Termination of Representation

Dear Mr. Myers:

This is to acknowledge receipt of your letter terminating my representation of you. Enclosed are various documents you sent me. Let Angelo know if you need anything else, but I think you have the originals of everything I still have in my file.

There is no point in our arguing about my representation of you since the relationship is now ended and, even more importantly, because your rights have in no way been compromised or prejudiced. You retain all of the rights you had when I first agreed to represent you in the intervention. One thing has been made abundantly clear: AK Steel has no interest in negotiating with you or reinstating you. Let me remind you that any claims you might have against AK Steel for wrongful discharge must be filed within the 2-year statute of limitations. You should treat any other claims under federal statutes, e.g., 19 U.S.C. §241, as also having a two-year statute of limitations.

There is one point made in your letter that demands a response. You refer to a prior relationship I had with Mr. O'Connor, suggesting perhaps this prior relationship in some way had affected my representation of you. In the first place, I knew him mostly by name and had little if any contact with him. Secondly, it is my job to represent you to the best of my ability. To the extent this requires dealing amicably with my opponents, I will do so. The fact that I engage my opponents in a courteous and professional manner should in no way be misconstrued as collaboration.

Good luck.

Yours very truly,

Joseph H. Chivers, Esquire

Enclosures



MENU

Exhibit 1A A magnifying glass icon used for searching.

Controversial Wardrop out at AK Steel

LEN BOSELOVIC POST-GAZETTE STAFF WRITER

SEP 19, 2003

12:00 AM

AK Steel

Chairman and Chief Executive Officer Richard M. Wardrop Jr., whose combustible personality alienated labor unions, customers and top government officials, resigned yesterday. His right-hand man, executive vice president John G. Hritz, also left the Middletown, Ohio, steelmaker.

Although board members praised Wardrop and Hritz for their leadership, sources said board members have grown increasingly weary of the controversy surrounding Wardrop in recent months.

One industry official described the McKeesport native as "the last of the genetically flawed steel dinosaurs." Wardrop ran AK with an iron fist and relished confrontations, especially with the United Steelworkers of America.

ADVERTISEMENT

"The board simply believes that now is the time for a new perspective to address the company's current challenges," said AK director Robert H. Jenkins, chairman of a newly appointed corporate oversight committee created by AK's board. Jenkins is former chairman of industrial equipment maker Sundstrand Corp.

The shakeup caps a tumultuous year for AK, which has a Butler plant that employs approximately 1,500. Since December, Wardrop has lost a bidding war for bankrupt National Steel to archrival U.S. Steel; sparred with General Motors, its biggest customer, over contract terms; and accused Ohio regulators of conducting a "high stakes vendetta against the employees of AK Steel." Meanwhile, there has been little improvement in relations with the USW, which deteriorated dramatically since Wardrop became chairman in 1997.

Wardrop earned a reputation as one of the best operators in the industry during his 35-year career. He started at U.S. Steel in 1968 and eventually became manager of the company's Mon Valley Works. Wardrop resigned in 1990 after an internal audit revealed he and other individuals used company funds to purchase ski passes, golf clubs and other goods for personal use.

He joined AK two years later, winning praise for being able to squeeze more steel out of blast furnaces and temperamental mill equipment. But of late, AK has been plagued by the same problems that beset its less efficient competitors. Over the last two and a half years, the company has lost more than \$700 million. At

the same time, U.S. Steel and International Steel Group, another competitor who has grown through acquisitions, negotiated labor agreements with the USW that dramatically reduced their operating costs.

ADVERTISEMENT

"This needed to happen," said analyst Chris Olin with Longbow Research in Cleveland. "New blood at the company provides an opportunity to reopen the labor contract discussion with the union."

USW President Leo Gerard said the union is looking forward to working with new management "to create a more productive and successful environment."

"It's unfortunate it's come to this, but in many ways this is a positive development," Gerard said.

Chief Financial Officer James L. Wainscott was named acting CEO. Former Caterpillar Chairman Donald V. Fites, an AK director since 2000, will lead the executive search, which industry analyst Charles Bradford says will not be an easy task.

"There is a huge shortage in this industry of good managers. I could put them on one hand. You get a lot of retreads," Bradford said.

COMMENTS DISABLED FOR THIS STORY

4. Defendant Butler Armco Independent Union breached its contractual obligation to Plaintiff by negligently representing Plaintiff, failing to represent Plaintiff's best interest in his grievance arbitration with AK Steel Corporation and omitting affirmative defenses of Plaintiff in the grievance arbitration with AK Steel Corporation.

5. Defendant company's fraudulent activity in having an unwritten operating procedure which violated its own written procedures was the direct and proximate cause of Plaintiff's termination.

FACTUAL HISTORY

6. Plaintiff entered into a contract with the Defendant, AK Steel in April of 1984 as part of the collective bargaining unit after having been a probationary employee.

7. Plaintiff was a laborer at that time. (1984) The Plaintiff became a member of the Union Local Butler-Armco Independent Union on or about July of 1984.

8. Plaintiff was first hired in the reserve pool starting out at approximately \$12.00 per hour in the mill.

9. Plaintiff was then laid off for nine months.

10. Plaintiff put a bid in for a crane position with a starting wage of approximately \$14.00-15.00 per hour and was put on as a trainee.

11. Plaintiff signed a bid into the Hot Mill crane section and for the next nine years was under the supervision of Mr. Dick Fowler.

12. Plaintiff then entered into a different job Hot Mill production in 1993.

13. Plaintiff then bid into the Labor Department because of daylight hours for a one year period in 1996.

14. At all times Plaintiff was an employee of the Defendant AK Steel/Armco and part of

the collective bargaining unit.

15. Plaintiff next entered into the truck section (including heavy equipment operation 1997-2001). By the second month at that latest position Plaintiff was driving trucks in and out of the plant because he received a CDL license, as required by Armco Steel/AK Steel, he passed the Penn Dot Test, and obeyed the vehicle code, etc. as required by his contract and other rules, regulations, policies, and reasonable standards of care.

16. Specifically the authority that requires the Plaintiff to obey and follow weight and load securing rules can be found in the following sources:

- A. The Collective Bargaining Contract.
- B. SHSP0035 -28 (Safety and Health Standard Procedure) page 4 of 10. Item 2.9. This document governed the Plaintiff's conduct from the time he worked with Defendant until discharge.
- C. Safety and Security handbook provided by the Defendant AK Steel Company.
- D. Pennsylvania Vehicle Code.
- E. ARMCO safety and security handbook which also later required the Plaintiff to apply and at all times obey the Pennsylvania vehicle code.
- F. OSHA occupational Safety and Health Administrator.
- G. CDL License requirements.
- H. A duty of care a reasonable person would follow.

17. In 1998 Plaintiff, was involved in an accident (hauling a gear) caused by the fact that the load was not properly secured during an in-plant haul, in violation of the above required standards.

18. Plaintiff was given a breath test and urine test, and passed both.

19. Although the accident was partially his fault for not securing the load as required by above regulations, policies, and reasonable standards of care, after being disciplined, he had a good relationship for the next 2 years with the Defendant Company who disciplined him (for not securing the load.)

20. It must be noted that despite the fact that Defendant company disciplined the Plaintiff for not securing the load they were inconsistent with such discipline. Plaintiff's misconduct occurred because Defendant Company did not require or permit securing of the coils on trucks as required by the above regulations, policies, reasonable standards of care and their own written policies which will later be the basis of the suit.

21. During the year 2000, Plaintiff had numerous contacts with OSHA official Jim Cannell, questioning the operation of defective and dis-repaired heavy equipment like cranes used on state and local highways and overloaded and unsecured tractor-trailers like the unsecured coils in the trucks in question.

22. In June of 2000, there was another incident in which it was alleged that Plaintiff failed to comply with general safety orders involving coning and derailling while working on a railroad track. Nine other employees were involved, but only Plaintiff was given a 3-day suspension. When Plaintiff questioned his boss Ed Tasse, Tasse stated he was told by his supervisor, Tom Ayres, to mind his own business. It is believed that the Plaintiff was being singled out because of his well known opposition to the required safety breaches of the Defendant company.

23. Plaintiff asked the Union to file a grievance on the "discrimination" i.e. being singled out for discipline because he was the only person to receive discipline. The Union did file a grievance on that discipline and the suspension itself, but not on the discrimination.

24. Meanwhile the Plaintiff continued in the Truck/Heavy Equipment Section, operating mainly heavy equipment, not tractor-trailers for the next 6 months.

25. An investigation meeting was held on the grievance in which Robert Newcombe, Supervision of Industrial Relations; Jack Lewis, Union Vice President; Greg Loverick, Union Representative; Don Monteleone, Union Representative; and Plaintiff were in attendance. This meeting ended with the Plaintiff being persuaded to abandon the discrimination issue which was never addressed on the merits. Plaintiff questioned why he was singled out and was told they could not rule on that aspect but could rule only on the discipline itself. Plaintiff made no attempt to argue the discipline itself-because, admittedly, he had erred in the incident. Plaintiff was only questioning why the other workers didn't receive the same discipline.

26. In December 2000, Plaintiff was assigned on an overtime position to operate a tractor-trailer coil truck in question. Plaintiff hauled according to the legal load limits, as set out in the sources previously mentioned hauling 3 coils per load. In a disciplinary meeting on December 15, 2000, Tassej reprimanded Plaintiff for taking too many trips and hauling too few coils. Plaintiff could only make fewer trips if the truck was overloaded. Tassej ordered Plaintiff to haul 6 coils at a time instead of 3 at a time that would have been the legal load limit of 73,280 lbs. During the meeting Plaintiff questioned Tassej, asking that if he doesn't haul overloaded will it result in his termination? Tassej replied no, but that Plaintiff should do as instructed.

27. Plaintiff protested to all concerned being required to haul overloaded and unsecured at all times in violation of the law.

28. Plaintiff's lawyer at that time Attorney Dennis Moskal, at Plaintiff's direction sent a protest letter on March 1, 2001 requesting indemnification in the overloaded and unsecured truck issue. In addition on March 21, 2001 Plaintiff sent certified letters to the AK Steel CEO

and all AK Steel high officials regarding operation of defective mobile cranes and the use of overloaded and unsecured tractor-trailers. Plaintiff was attempting to alert those in power of the safety hazard that existed by operating in such a manner.

29. March 22, 2001 a reminder was sent to departmental employees, (given just 1 day prior to Plaintiff being ordered out of the plant) which stated: "#1 Do not overload trucks=haul within legal load limits. #2 Secure all loads on all vehicles." These reminders are in accordance with all other official company materials. This is in direct conflict with the supervisor's (Ed Tassev) verbal orders to overload trucks and not chain the loads."

It is obvious that the Defendant company uses these writings as a C Y A gesture for cosmetic purposes to give the appearance that they are a model company in compliance with the law while intending to break the law through its agents like Mr. Tassev in order to increase production and profit.

30. Next, March 23, 2001 Plaintiff was hauling coils and was attempting to chain and secure such coils. Plaintiff was then told by Ed Tassev, agent of the Defendant Company, to get the truck on the road immediately and that they'd "been over this before" in reference to Plaintiff's prior protest. Plaintiff offered to put chains on and secure the truck himself, and plant security was called. Plaintiff was directed to get into the truck and drive the unsecured truck in violation of the law. Plaintiff, refusing to violate the law and regulations which would compromise the safety of himself and fellow workers, refused to drive the truck in that condition. Upon such refusal, Plaintiff was escorted out of the plant.

31. Defendants then had an investigation meeting, on this last issue.

32. Company reviewed the investigation and Plaintiff within a week received a letter suspending him from his work and livelihood.

33. Next, Plaintiff had a meeting with 2 members of management (Mike Seyler, Ed Tassey and at least 3 or 4 Union representatives).

34. Finally, on April 10, 2001 Plaintiff received a letter stating that he was terminated.

35. On April 9, 2001, Plaintiff left a voice mail message with Brenda Harmon, Vice-President of Human Resources at the AK Steel Corporate Office, in order to file a complaint with her. She returned the call and left a message, instructing Plaintiff to contact Rick Winter in the Human Resources office at the Butler plant, regarding Plaintiff's discharge and harassment by Company.

36. On April 12, 2001, Plaintiff contacted Rick Winter to file a complaint with Human Resources. On April 19, Winter returned the call and told Plaintiff that he had no issue with AK Steel.

37. Plaintiff retained Joseph H. Chivers to represent him sometime in April 2001.

38. On June 1, 2001, the Union while under a duty to diligently represent Plaintiff and his best interests, supplied in the Grievance Record the clause of insubordination in the Safety and Security Handbook which supported AK Steel's position. The Union, however, did not supply the clauses on Page 68 and 71, which clearly were the Plaintiff's best defense and which clearly establish that Plaintiff was not insubordinate in the operation of the tractor-trailers and mobile cranes but instead was attempting to act in compliance with official company policy and the applicable law. Page 68 of such handbook details the operation of tractor-trailers according to federal, state, and local law. Page 71 of such handbook states that mobile cranes must have deficiencies corrected prior to usage.

39. Around October 1, 2001, AK Steel's legal counsel, Mr. John P. O'Connor, called Plaintiff's then-attorney Joe Chivers and requested a demand letter from Plaintiff, and stated that

reinstatement of Plaintiff was absolutely out of the question. O'Connor made this statement prior to the Arbitration ruling.

40. On October 4, 2001, Plaintiff sent a demand letter, at Chivers' request, requesting a lump sum compensation for all facets of his injury, among others.

41. On October 19, 2001 Chivers sent a demand letter to AK Steel on Plaintiff's behalf, for a grossly reduced settlement - to which Plaintiff never agreed. In this act, Chivers misrepresented Plaintiff in violation of their contract. Chivers then consented to sending a revised demand letter to AK, with Plaintiff's original demands.

42. Plaintiff next filed a grievance seeking to keep his job and had a hearing on August 20, 2001.

43. On September 18, 2001, Plaintiff had a personal phone conversation with Bonnie Hill, a member of the AK Steel Board of Directors, informing her that AK Steel management verbally required the Plaintiff to violate written company policy. Her comment to Plaintiff was that she did not want to be involved.

44. On November 29, 2001, the arbitrator upheld the decision not to give Plaintiff his job back.

45. The Union refused to file an appeal on behalf of plaintiff as they were required to do so, claiming that they (the union), do not appeal individual cases.

46. Plaintiff believes an exception should have been made because of the working conditions issue in this case implicated in this matter.

COUNT I - BREACH OF CONTRACT
BY DEFENDANT COMPANY

47. Plaintiff hereby incorporates by reference all prior paragraphs as though fully referenced herein.

48. The obligation of the Defendant Company to the Plaintiff employee is stated in Article 9 Discharges and Disciplinary Suspensions Section A "The company agrees that no employee shall be discharged or disciplined without just cause and due consideration." The Defendant discharged Plaintiff not for just cause and due consideration as required by contract but instead for not violating the law and company procedures in an attempt of Defendant Company to quiet his whistle blowing activity which would lessen Defendant Company profits and results in sanctions to company.

49. The Defendant lost his job and for the next period of years despite best efforts to obtain employment has only been able to earn \$22,034.00 in 2001 (including three months working with Defendant company), \$9,834.00 in 2002 and \$10,343.00 in 2003 doing odd jobs and living off of savings and investment.

50. If the Plaintiff had not been damaged by the Defendant company breach of contract, he would have earned \$95,472.00 in 2001, \$98,336.00 in 2002, and \$101,286.00 in 2003. Additionally, Plaintiff received health care, dental, eye, orthodontic insurance with 100% coverage with Defendant company which he has lost because of Defendant's breach of contract. Defendant has also lost his pension plan with the company and retirement package and his expectation of future earning if the contract had been fulfilled.

51. As a direct and proximate cause of Defendant's breach of contract the Plaintiff has suffered substantial loss.

WHEREFORE the Plaintiff respectfully requests this Honorable Court grant him judgment in the excess of \$100,000.00 with interest at legal rate.

COUNT II

BREACH OF CONTRACT DEFENDANT UNION

52. Plaintiff hereby incorporates by reference all prior paragraphs as though fully referred herein.

53. Defendant Union undertook a contractual obligation to the Plaintiff employee to represent his best interests at all times and keep an adverse posture to Defendant Company in litigation with said company. Defendant Union also had an obligation to appeal at Plaintiff's employee's request any arbitrator decisions with a judgement adverse to Plaintiff employee.

54. Defendant Union breached their duty to Plaintiff by failing to provide the arbitrator the official company policy and state regulations which clearly spelled out that Plaintiff was merely attempting to comply with the law and official company rules. Additionally, Defendant Union breached their duty to Plaintiff by refusing to file an appeal to the arbitrators decision as requested by Plaintiff.

55. As a direct & proximate cause of the breach the Defendants Union has suffered loss of his employment and income and benefits as stated in Count I.

WHEREFORE the Plaintiff respectfully requests this Honorable Court grant him judgment in excess of \$50,000.00 with interest.

COUNT III

FRAUD OF DEFENDANT COMPANY AND IT'S AGENTS

56. Plaintiff hereby incorporates by reference all paragraphs as though fully referred herein.

57. Defendant company's official rules, regulations and other sources of information as outlined in this complaint require equipment to be in a certain high level of maintenance and repair, require drivers to secure loads in their trucks and limit the weight in which can be carried in every truck to promote the health, safety and welfare of drivers, factory workers and the

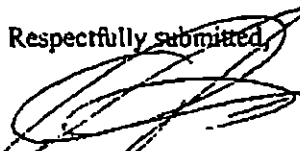
public at large. Additionally, their requirements are in place to be in compliance with Pennsylvania State Law. These regulations are also in place to improve Defendant Companies image to the general public.

58. Agents of Defendant Company required, as a course of dealings and standard operation on threat of job termination, Plaintiff to operate in a manner inconsistent with the Defendant companies own policy and regulations in an effort to increase profits. Agents of Defendant company knew such unwritten operation procedure was in violation of company policy and state law.

59. As a direct and proximate cause of the fraudulent activity and criminal violation of Defendant company Plaintiff was terminated from his job for attempting to expose such fraud has suffered the losses stated in Count I.

WHEREFORE the Plaintiff respectfully requests this Honorable Court grant him judgment in excess of \$50,000.00 with interest.

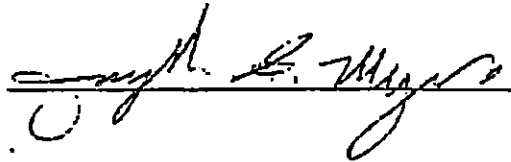
Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Angelo A. Papa', written over the typed name below.

Angelo A. Papa, Esquire

VERIFICATION

I verify that the statements made in the foregoing documents are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.



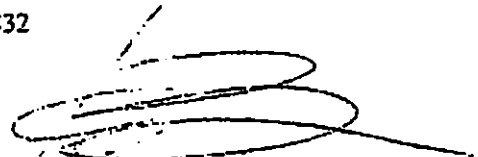
CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 23rd day of April, 2004, true and correct copies of the foregoing were served on the following individual by U.S. Certified Mail, postage prepaid:

Butler Armco Independent Union, U.A.W.
P.O. Box 2128
Butler, PA 16003

AK Steel Corporation
703 Curtis Street
Middletown, OH 45043-0001

AK Steel Corporation
Butler Works
P.O. Box 832
Butler, PA 16003-0832



Angelo A. Papa, Esquire

Joe Myers
100 Boardwalk Drive, Apt 827
Ponte Vedra Beach, FL 32082
904-280-0670

September 29, 2004

The White House
Honorable President George W. Bush
1600 Pennsylvania Avenue
Washington, D.C. 20500

Dear Mr. President,

Re: Corruption involving Politicians (appointed and elected), OSHA, AK Steel (Officials and Board of Directors), Arbitrator Dean, PA Attorney General Mike Fisher, PA Butler County District Attorney Tim McCune, Butler Armco Independent Union UAW and numerous attorneys. Please find enclosed binder with documents of proof. The binder is a time line of correspondences.

This is a follow up letter regarding the approximate 300-page document that was sent to you as well as numerous elected and appointed officials dated March 7, 2003 (see enclosed letter which lists the people who received the document).

I intend on filing a lawsuit against the United States Government as well as all the persons involved in the conspiracy if I do not receive a response back from you personally within 12-days of this letter. I will not accept a response back from anyone but you. I realize you are in the middle of a campaign, but this case could have and should have been resolved some time ago.

The late Keith Eckenrode, other AK Steel employee's, and myself have had our Constitutional rights violated. To make matters worse, elected and appointed officials have not fulfilled their sworn duty to uphold the Constitution and punish those who have violated the law as the following documents prove which makes them co-conspirators.

You have stated how the Middle East has an "axis of evil" with the terrorism, and have urged the American people to stand up against it. Well for the last three and a half years, I have stood up and exposed the terrorism in this country in the form of corrupt corporate leaders, attorneys, and government officials. Yet I am being ignored by the very people who are to protect the American citizens.

Mr. President, you have stated how we need to free the Iraqi people, and that the soldiers who have lost their lives in this war and all wars have done so in order to protect American freedoms. How are we protecting our freedoms, if this corruption is not dealt with?

In a letter dated March 1, 2001 (see enclosed letter) my then attorney Dennis M. Moskal informed AK Steel of the legal matters involved in this case. Then I hand delivered a letter dated March 21, 2001 (see enclosed letter) to my supervisor and certified copies to former AK Steel CEO Wardrop informing him that I was being forced to violate the law and corporate policy. Two days later I was fired.

During Wardrop's time as CEO, he took the stock from about \$28 a share to under \$2 a share before he resigned. The AK Steel Board of Directors agreed to pay him a \$50 million bonus after his resignation. Why? Wardrop complained about legacy costs, yet continued to accept unreasonable salaries. The legacy costs would have never happened if the company had kept the pension funds funded and not taken money out to pay these ungodly CEO salaries.

A major business magazine ranked Wardrop as the 5th or 6th worst CEO to work for in America.

Why did the government allow Wardrop to ruin the Butler, PA facility one of the best steel plants in the world? Why did the U.S. Department of Justice Criminal Division not investigate this matter when I requested their assistance in 2002? The only action they pursued was to send me the letter dated May 15, 2002 (see enclosed letter) stating "The Department of Justice,...has determined that the issues presented do not provide sufficient details or evidence to warrant action by this office.". How sad to see that Mr. Eckenrode's death could have been prevented had an investigation ensued in 2002. My documents and letter dated March 7, 2003 (see enclosed letter) gave sufficient details and evidence yet again stonewalling and the government did not honor their sworn duty of upholding the U.S. Constitution and established laws.

Because of Wardrop's terrorism and the corruption of all involved, steelworker Keith Eckenrode is dead.

I believe the corporate world needs to take some lessons from Mr. Warren Buffett in his honesty, integrity, and business savvy. Every CEO should invest most of his wealth as Mr. Buffett in his company and then he would make the company profitable.

The only honest and fair way to operate any company is to pay the CEO no more than \$100,000 and every other employee makes less than that salary. At the end of the year after the true profit is determined - without corrupt accounting - the profits should be divided in half. Half of the profit is reinvested back into the company and the other half is divided equally among every employee, from the CEO to the lowest salaried employee. This could take care of the legacy cost.

I am not against a person making a lot of money on their own, but when people start to hire employees they are no longer on their own. Any descent moral person should divide profits equally as they were attained equally.

This case of corporate greed is why our country is becoming weak. These CEOs (most of which are not even the founder of the company) are taking the money made in the U.S. – from the sweat of the American worker – and reinvesting it in foreign countries to compete against our labor force, which is driving down our wages. So much for the Fair Trade Act.

Where was Keith Eckenrode's and my "...liberty and justice for all" according to the Pledge of Allegiance?

Our Pledge of Allegiance also states "...and to the Republic for which it stands one Nation under God..." God is the rule of law and without God we are doomed as a Nation. We are a Republic not a Democracy. I would like to quote John W. Chalfant author of "America a Call to Greatness" and I would encourage you and all politicians to read this book. In his book, he states "...a pure democracy has no standard of fairness, and 51% of the people voting as a mob can impose horrible injustices upon innocent victims. A pure democracy unbridled and uncontrolled is one of the worst and most unstable forms of government. Karl Marx favored such democracies because they could readily be converted into socialism and then into communism. As he stated in the Communist Manifesto, ...The first step in the revolution by the working class...to win the battle of democracy."

Another quote from Mr. Chalfant's book is "Our Bible-based Constitution has been recognized as the finest document of self-rule that has ever been put together. Its role is to limit the power of government and let the people be free to rule themselves. Rather than a democracy, America's government is a Republic in which the people elect those who will represent them in performing the functions of government. Under our Christian-based Constitution, the citizens, in exchange for their God-given freedoms, are charged with the sacred duty of vigilantly watching over their political representatives and holding them accountable for their public and moral conduct and their adherence to Biblical principles in all legislative matters. If a political leader steps out of bounds, he or she may be recalled by the people and discharged or voted out of office. Therefore, the citizens are self-governing inasmuch as they hold the ultimate power over the political government."

Enclosed are copies of the civil law suits I have filed. As I have done my part, I would ask you to do your part as Commander and Chief and have Mr. John Ashcroft file criminal charges against those involved.

I have heard you say that Jesus is your role model and that you are a man of faith. I would like to remind you of Mathew 22:37-40, "Jesus said to him, You shall love the Lord your God with all your heart, with all your soul, and with all your mind. This is the first and great commandment. And the second is like it: You shall love your neighbor as yourself. On these two commandments hang all the Law and the Prophets."

I would also remind you of Christ's mission statement I John 3:8 "...For this purpose the Son of God was manifested, that He might destroy the works of the devil."

John 8:32 "And ye shall know the truth, and the truth shall set you free."

The forefathers who founded the United States established our laws of the land from scripture because they knew Christ was the only perfect person to walk this earth. Only because of Christ do we know right from wrong and those who choose to keep pushing God from this country will bring the demise of this country. Mr. President what do you think Christ would do with this information?

Our moral decline in this country is due to immoral leaders and I pray that you show the moral leadership to end this corruption.

If nothing is done by the U.S. Government and individuals involved I intend to file the following charges:

- ✓ Title 18 Section 241 Conspiracy Against Rights**
- ✓ Abuse of Power**
- ✓ Obstruction of Justice**

I will also file against the U.S. Government obstructing and not enforcing:

- ✓ Title 29 Section 106 Responsibility of officers and members of associations or their organizations for unlawful acts of individual officers, members, and agents**
- ✓ Title 29 Section 651 Congressional statement of findings and declaration of purpose and policy**
- ✓ Title 29 Section 654 Duties of employers and employees**

This information has been forwarded to numerous God-fearing organizations.

God is in control of all things and I do not know what He has in store, but I do believe in how God used David to conquer Goliath.

In Christ,

Joe Myers

Government Exhibit 6

Joe Myers
100 Boardwalk Drive, Apt 827
Ponte Vedra Beach, FL 32082
904-280-0670

January 21, 2005

The White House
Honorable President George W. Bush
1600 Pennsylvania Avenue
Washington, D.C. 20500
FAX # 202-456-6208

Dear Mr. President,

I am writing as directed by the Presidential Scheduling Department to schedule a personal meeting with you.

The reason for the meeting is to discuss the corruption involving AK Steel, Butler Armco Independent Union, Pennsylvania Butler County District Attorney Tim McCune, OSHA and numerous other government agencies and attorneys.

I have been stonewalled and my Constitutional Rights have been stripped from me.

I was discharged for exposing unsafe practices and unlawful directives at AK Steel.

I tried to expose this corruption to OSHA since 2000. I was discharged in April 2001.

In November 2001, OSHA awarded AK Steel the OSHA Star Designation VPP Safety Award the first ever to a steel plant in the U.S. Also, at this time I requested D.A. McCune to investigate and he refused.

Approximately 1-year later Keith Eckenrode former AK Steel employee is killed because of the corporate tyranny and failure to heed my request to truly protect the employees.

In your 2005 Inaugural Address, you spoke of Liberty. Where is Keith Eckenrode's or my Liberty and JUSTICE FOR ALL?

As a Government, ...for the people and by the people..., I am willing to chair a Congressional committee to bring justice to this matter and future situations such as this.

I look forward to our meeting.

Joe Myers

Government Exhibit 7

THE WHITE HOUSE
WASHINGTON

February 2, 2005

Dear Mr. Myers:

Thank you for your letter in which you request an appointment with the President.

The President would appreciate an opportunity to converse with you. Regrettably, it will not be possible for us to arrange such a meeting. I know you will understand that, with the tremendous demands on his time and the large volume of similar requests, personal appointments are extremely difficult to schedule even though each one is important.

Please be aware that even though the President is unable to meet with everyone whom he would like, we make a point of reviewing information concerning issues sent to him and forward it to the appropriate agency for review. Please be assured that your correspondence has been forwarded.

I know that the President would want me to thank you for your interest in including him in your plans and to send his very best wishes.

Sincerely,

A handwritten signature in black ink that reads "Melissa S. Bennett". The signature is written in a cursive, flowing style.

Melissa S. Bennett
Deputy Assistant to the President
and Director of Appointments and Scheduling

Mr. Joe Myers
100 Boardwalk Drive
Apartment 827
Ponte Vedra Beach, Florida 32082-6234

Government Exhibit 9

U.S. Department of Labor

Occupational Safety & Health Administration
The Curtis Center
170 South Independence Mall West
Suite 740 West
Philadelphia, Pennsylvania 19106-3309
Office: (215) 861-4900
Fax: (215) 861-4904



March 16, 2005

Mr. Joe Myers
100 Boardwalk Drive, Apt. 827
Ponte Vedra Beach, FL 32082

Dear Mr. Myers:

Your correspondence dated January 21, 2005 addressed to President George W. Bush has been forwarded to my office for handling. The different concerns and allegations expressed throughout your letter contain some issues covered by the Occupational Safety and Health Administration, while other issues are completely outside OSHA's and the U.S. Department of Labor's jurisdiction.

Federal law directs that the Occupational Safety and Health Administration conduct an inspection whenever it receives a signed complaint from an employee who believes a violation of an OSHA standard currently exists that threatens serious physical harm. We refer to these as formal complaints. Complaints were forwarded to the Pittsburgh Area Office of OSHA, and they have been thoroughly investigated and appropriate action has been taken by that office. For your own information, you can search the OSHA database for information relating to AK Steel by logging on to www.osha.gov. Under the Statistics section, click on "Inspection Data" and then on "Establishment Search" to access our agency's records on companies inspected, citations issued, and fines assessed.

Whenever our agency investigates a workplace fatality, the purpose of our investigation is to determine what caused the accident and whether or not a violation of an OSHA standard occurred. If we find evidence of a violation, we are required by the Occupational Safety and Health Act to issue a citation and penalty to the employer. As you may be aware, OSHA conducted an investigation which stemmed from a fatality at AK Steel in October 2002. A decision was entered by an Administrative Law Judge on January 19, 2004 with a penalty of \$7,000.00 assessed against the company.

Please be advised that we cannot take any action with regard to your allegation that you were discharged by AK Steel in April 2001 for exposing unsafe work practices at AK Steel since our agency did not received a complaint of discrimination from you regarding this matter. The first indication that we have received from you regarding any alleged discrimination is when we received your letter dated January 21, 2005 addressed to President Bush. You should be aware, however, that most discrimination complaints fall under the Occupational Safety and Health Act, which allows you only 30 days to report

discrimination. You can review OSHA's website regarding types of discrimination at www.osha.gov/dep/oia/whistleblower/index.html.

Although you may not be pleased with the results of our investigations, our agency has tried to be as responsive as possible to your concerns. My review found that our inspectors did what they were supposed to and they carried out their duties in a professional and skilled manner. At this point in time, there is nothing more that the Occupational Safety and Health Administration can do. We have gone as far as our law and regulations will permit us to go. I hope you recognize the time and effort my staff has put forward on your behalf in trying to be of help to you.

Thank you for your attention to this matter.

Very truly yours,



RICHARD D. SOLTAN
Regional Administrator

cc: Richard E. Fairfax, Director
Directorate of Enforcement Programs

PTA:pta



United States Senate
WASHINGTON, DC 20510-0905

BILL NELSON
FLORIDA

June 4, 2007

Mr. Joe Myers
100 Boardwalk Drive, #827
Ponte Vedra Beach, Florida 32082-6234

Dear Mr. Myers:

I am writing to let you know that we are still pursuing your case. As soon as additional information becomes available, I will be in touch with you.

I appreciate this opportunity to serve you.

Sincerely,

A handwritten signature in black ink that reads "Bill Nelson". The signature is written in a cursive style with a large, prominent "B" and "N".

BN/mr

Exhibit - Conflict of Interest Order 11-20-2007

IN THE COURT OF COMMON PLEAS BUTLER COUNTY, PENNSYLVANIA

JOSEPH G. MYERS,

Plaintiff,

vs.

JOSEPH CHIVERS,

Defendant.

CIVIL DIVISION
A.D. No. 04-10707

Attorney for Plaintiff: Pro Se

Attorney for Defendant: Graydon R. Brewer, Esquire

Yeager, J.

November 20, 2007

W. Murtaugh, Jr.
PROTHONOTARY

2001 NOV 20 PM 3:08

PROTHONOTARY'S
OFFICE - BUTLER CO.
ENTERED & FILED

MEMORANDUM OPINION

Before this Court for consideration is the Plaintiff's, Joseph G. Myers, (hereinafter "Plaintiff") Conflict of Interest pleading. For the following reasons, the Court finds that there is a Conflict of Interest and hereby removes Graydon R. Brewer, Esquire, as counsel for the Defendant, Joseph Chivers (hereinafter "Defendant").

I. Background

This case arises from the Plaintiff's termination from employment at AK Steel Corporation. In 2001, John W. Murtaugh, Jr., Esquire, presented the union's position at an Arbitration concerning the Plaintiff's discharge. The Plaintiff was a member of a union, known as Butler Armco Independent Union (hereinafter "BAIU"). The Arbitrators upheld the decision to terminate the Plaintiff's employment.

The Plaintiff retained the Defendant to represent him sometime in April of 2001. Following the Arbitration, the Plaintiff requested that the Defendant appeal the Arbitrator's Decision on his behalf. The above-captioned matter arises from allegations regarding the Defendant's actions following the Arbitration.

The Defendant retained Graydon R. Brewer, Esquire, to represent him in the present matter. Mr. Brewer has a principal office located in Pittsburgh, Pennsylvania. Mr. Brewer also shares office space located in Wexford, Pennsylvania, with Mr. Murtaugh. At the office located in Wexford, Pennsylvania, Mr. Murtaugh and Mr. Brewer share space, a telephone number, and a fax number. Mr. Brewer also shares a secretary with Mr. Murtaugh at the Wexford location to the extent that she informs anyone who calls that location to instead reach Mr. Brewer at his principal office in Pittsburgh.

At the hearing on the Plaintiff's Conflict of Interest pleading scheduled for November 16, 2007, Mr. Murtaugh testified that he and Mr. Brewer discussed the fact that the Plaintiff was suing the Defendant, however, according to the testimony of Mr. Murtaugh, the conversation did not go any further than that.

II. Rule of Law

"When a lawyer becomes associated with a firm, the firm may not knowingly represent a person in the same or a substantially related matter in which that lawyer, or a firm with which the lawyer was associated, had previously represented a client whose interests are materially adverse to that person and about whom the lawyer had acquired information protected by Rules 1.6 and 1.9(c) that is material to the matter unless: (1) the disqualified lawyer is screened from any participation in the matter and is apportioned no part of the fee therefrom; and (2) written notice is promptly given to the appropriate client to enable it to ascertain compliance with the provisions of this rule.

Rule 1.10(b) of the Rules of Professional Conduct.

“Whether two or more lawyers constitute a firm within this definition depends on specific facts.” *Explanatory Comment [1] to Rule 1.10 of the Rules of Professional Conduct.*

“Matters are ‘substantially related’...if they involve the same transaction or legal dispute or if there otherwise is a substantial risk that confidential factual information as would normally have been obtained in the prior representation would materially advance the client’s position in the subsequent matter.” *Explanatory Comment [3] to Rule 1.9 of the Rules of Professional Conduct.*

III. Discussion

The initial matter that must be examined is whether Mr. Brewer and Mr. Murtaugh were associated with the same firm. Based upon the fact that Mr. Brewer and Mr. Murtaugh share space, a telephone number, a fax number, and a secretary, for limited purposes, at the Wexford, Pennsylvania, location this Court finds that Mr. Brewer and Mr. Murtaugh were associated in the same firm. Regardless of the fact that Mr. Brewer’s principal office was located somewhere other than the Wexford, Pennsylvania, location, the men are associated in the same firm at the Wexford office.

Secondly, this Court must determine whether the matter in which Mr. Murtaugh represented his client, BAIU, on behalf of the Plaintiff, and the matter in which Mr. Brewer is currently representing his client, the Defendant, are substantially related. Although Mr. Murtaugh states that he did not actually represent the Plaintiff in the Arbitration matter, he presented the position of BAIU on behalf of the Plaintiff and gained confidential information about the Plaintiff’s case in the process of doing so. Mr. Brewer is presently representing the Plaintiff’s former attorney who

represented the Plaintiff around the time that the Arbitrators made their decision upholding the Plaintiff's discharge.

The information obtained by Mr. Murtaugh in his previous representation of the Plaintiff in the course of presenting BAIU's position at the Plaintiff's Arbitration hearing could be used to the advantage of Mr. Brewer in the course of preparing a defense for his client, the Defendant. Moreover, the previous matter in which Mr. Murtaugh provided representation and the present matter in which Mr. Brewer is counsel for the Defendant arose from the same occurrence, the Plaintiff's termination from his employment at AK Steel Corporation. Therefore, there is a conflict of interest with Graydon R. Brewer, Esquire, representing the Defendant due to the fact that he is associated in the same firm as John W. Murtaugh, Jr., Esquire, who previously represented the BAIU on behalf of the Plaintiff in a substantially related matter.

Accordingly, We Find As Follows:

4

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, PENNSYLVANIA

JOSEPH G. MYERS,
Plaintiff,
vs.
JOSEPH CHIVERS,
Defendant.

CIVIL DIVISION
A.D. No. 04-10707

Attorney for Plaintiff: Pro Se
Attorney for Defendant: Graydon R. Brewer, Esquire

Yeager, J.

November 20, 2007

ORDER OF COURT

AND NOW, this 20th day of November, 2007, upon consideration of Plaintiff's, Joseph G. Myers, Conflict of Interest pleading, oral argument thereon, and in accordance with the foregoing Memorandum Opinion, it is hereby Ordered that there is a Conflict of Interest in Graydon R. Brewer's representation of the Defendant, Joseph Chivers.

Defendant, Joseph Chivers, shall have thirty (30) days from the date of this Order of Court to obtain new counsel. Such retained counsel is then to immediately enter their appearance of record and thereafter confer with the Plaintiff, Joseph G. Myers, regarding the status of this case.

BY THE COURT,


S. MICHAEL YEAGER
JUDGE



A person can be arrested for this crime and that person can also be held personally liable for CIVIL DAMAGES.

Plaintiff puts BUTLER COUNTY on notice of this filing and will be sending a copy of this filing to U.S Representative Kelly, Congressman Rutherford, Senator Rubio and Mayor of Butler Benjamin A. Smith. In the event Butler County does not intervene to stop the JUDICIAL MISCONDUCT and DEFENDANT ATTORNEYS MISCONDUCT for their willful violation of Plaintiff's CONSTITUTIONAL RIGHTS of The United States of America in a JURY TRIAL and DUE PROCESS and DENIAL of Plaintiffs Rights Under Color of Law then Plaintiff intends to file a lawsuit against Butler County for aiding and abetting the Magistrate Court and their blatant disregard for Plaintiff's Constitutional Rights of The United States of America and CAUSATION.

The United States of America Constitution, Bill of Rights Amendment VII

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any court of the United States, than according to the rules of the common law."

The Constitution of Pennsylvania of The United States of America, Article 1 Declaration of Rights § 6. Trial by jury

"Trial by jury shall be as heretofore, and the right thereof remain inviolate. The General Assembly may provide, however, by law, that a verdict may be returned by not less than a majority of the jury in any civil case. Furthermore, in criminal cases the Commonwealth shall have the same right of trial by jury as does the accused. (Act 1971, PUBLIC LAW; Nov. 2, 1968, § 11139, 11141)"

inviolable - If asserted as an inviolable, it has not been so asserted or offered by anyone. Unlawful violation of the rights of the Commonwealth shall be

- Judge William Cunningham has DENIED Plaintiffs Rights Under Color of Law for scheduling a hearing on Defendants Preliminary Objections and request for argument when Cunningham knows he has no authority to schedule a hearing without a JURY when Plaintiff has DEMANDED A JURY TRIAL. EVERY preliminary objections, request for arguments, Rules of Civil Procedure, statute of limitations or case law of the Defendants CLEARLY violates and flies in the face of Plaintiffs Constitutional Rights of The United States of America TRAIL BY JURY and of The United States of America Constitutional Amendment XIV, Section 1 that CLEARLY states "...No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws." Cunningham has further denied Plaintiff DUE PROCESS. Cunningham is complicit in violating Plaintiffs CONSTITUTIONAL RIGHTS of The United States of America by scheduling Preliminary Objections hearing because Cunningham knows once the Plaintiff Demanded a JURY TRIAL the JURY replaces Cunningham as the judge and all Cunningham is required to do is follow The United States of America and Pennsylvania Constitution and not the UNCONSTITUTIONAL procedural nonsense that is a violation Under Color of Law! Cunningham also knows the Defendants will be able to make their case before the JURY and not him. By Cunningham allowing this circus he is willfully violating Plaintiffs Constitutional Rights of The United States of America... "In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved" - The United States of America Constitution... "Trial by jury shall be as heretofore, and the right thereof remain inviolate." - Pennsylvania Constitution of The United States of America

- Defendant McCune clearly DENIED Plaintiffs Rights Under Color of Law when he was complicit in allowing Defendant AK Steel to put Plaintiff and co-workers in danger when McCune ignored Plaintiffs plea for help and then McCune stated to Plaintiff in a phone conversation that McCune was not coming in to investigate AK Steel unless there was a fatality and there was unfortunately a fatality the following year. McCune stated in his letter (Exhibit 31) to Plaintiff that McCune had no opinion on Plaintiffs employment matter yet his JOB as a district attorney was to investigate and prosecute criminal activity under his sworn oath to uphold The United States of America Constitution when AK Steel did not notify or change the way AK Steel hauled the pinion gear that shifted and rolled over the truck Plaintiff was driving and Plaintiff received a letter dated 7-9-98 (Exhibit 3) of disciplinary action. Plaintiff could have been very easily seriously injured or killed because AK Steel never mentioned the prior dangerous similar incident with the hauling of the pinion gear. After the stake truck rolled over on Plaintiff Defendant AK Steel changed the policy to haul the pinion gear with a lowboy tractor trailer. Additionally the danger of Defendant AK Steel requiring Plaintiff and co-workers to operate defective mobile cranes and heavy equipment endangering Plaintiff and the co-workers as well as the public that entered the plant on roads that Plaintiff and co-workers were being verbally instructed to operate grossly overloaded tractor trailers and coming down an extremely steep hill from the Hilltop part of the plant that had almost a 90 degree bend in it to an intersection that the public would enter the plant coming off of Rout 8 South. McCune failed to look at evidence such as the manual (Exhibit 26) for one of the trucks hauling the grossly overloaded trailers. The manual clearly warns of exceeding the manufactures recommendation for gross vehicle combination weight of truck and trailer. The manual CLEARLY states "...overloading can cause component failure resulting in property damage, personal injury or death..."

- Defendants AK Steel et al and Tassej clearly DENIED Plaintiffs Rights Under Color of Law when they were complicit in the aforementioned that McCune ignored as well as Tassej fired Plaintiff when Tassej verbally ordered Plaintiff to violate public policy as well as AK Steel written policy which is the Safety and Security Handbook (Exhibit 4 when Armco - Exhibit 33 when AK Steel) even after AK Steel gave Plaintiff disciplinary action when the truck rolled over on Plaintiff. Plaintiffs letter (Exhibit 11) sent to AK Steel management such as then AK Steel CEO Wardrop and Tassej that details the corruption that was perpetrated against Plaintiff. The letter states that AK Steel and Tassej also ordered Plaintiff to operate defective heavy equipment and defective mobile cranes against public policy and AK Steel Safety and Security Handbook. AK Steel fired Plaintiff using portions of the Safety and Security Handbook yet that same document has the directives that Plaintiff was verbally ordered to violate regarding the operation of tractor trailers, heavy equipment and mobile cranes. Defendant AK Steel put Plaintiff in danger and the rest of the workers with verbal orders that violated AK Steel Safety and Security Handbook and Defendant McCune ignored Plaintiffs plea for help with the crimes being perpetrated against Plaintiff and co-workers. Tassej sent Plaintiff a letter dated 4-5-01 (Exhibit 13) in which Tassej states Plaintiff was insubordinate quoting from the Safety and Security Handbook yet what Tassej did not do was state the portion of that SAME Safety and Security Handbook on page 6 that states "The rules and instructions contained in this book are supplementary to applicable Federal, State, and local laws and regulations. In the event of differences the higher standard of safety shall apply." and page 66 states Plaintiff was bound by the PA Motor code. Page 71 states regarding mobile cranes "All deficiencies must be corrected prior to use." yet Tassej had a damaged boom extension put back on a crane and ordered Plaintiff to operate the defective crane. Page 79 states that an employee will be disciplined for violating safety orders or willful violation of OSHA standards.

Tassey ordered Plaintiff to violate AK Steel written policy then fired Plaintiff when Plaintiff informed Tassey after speaking with the PA Attorney General's office that Plaintiff could face potential civil and criminal liability in the event something happened. Approximately a month prior to Plaintiff being fired Tassey received a letter (Exhibit 9) and phone call from Plaintiffs prior legal counsel Dennis Moskal questioning the civil and criminal liability Plaintiff and co-workers faced. Bottom line is Plaintiff was fired for WHISTEL BLOWING and AK Steel and McCune were complicit in violating all Plaintiffs Constitutional Rights of The United States of America such as a Trial by JURY, Due Process and forcing Plaintiff to be criminally or civilly liable or be fired!

- Defendant McCune's legal counsel Jones and Lettrich know they have DENIED Plaintiffs Rights Under Color of Law when they filed Preliminary Objections and asking for a date for argument in an attempt to deceive Plaintiff and the JURY that their UNCONSTITUTIONAL procedural maneuvers supersedes Plaintiffs Constitutional Rights and Due Process of The United States of America such as a statute of limitations when IN FACT the JURY has the RIGHT and OBLIGATION to NULLIFY or rule a law UNCONSTITUTIONAL Jones and Lettrich also are trying to deceive Plaintiff and the JURY that McCune has High Public Official Immunity when IN FACT Jones and Lettrich know the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

- Defendants Murtagh, Nanni, Lewis, Gallagher, Leyland and Loverick know they have DENIED Plaintiffs Rights Under Color of Law when they deceived Plaintiff into believing Plaintiff had to use the grievance process when they knew labor law cannot protect Plaintiff from criminal and civil liability then after the arbitration told Plaintiff there was nothing the Defendants could do for Plaintiff and stated Plaintiff lost under binding arbitration. Defendants were complicit in the corruption of Defendant AK Steel Defendant McCune. IN FACT Defendants know the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

- Defendants Murtagh, Nanni, Lewis, Gallagher, Leyland and Loverick's legal counsel Adam Hobaugh knows he has DENIED Plaintiffs Rights Under Color of Law when Hobaugh filed preliminary objections and filing judgement of non pros in an attempt to deceive Plaintiff and the JURY that Hobaugh's UNCONSTITUTIONAL procedural maneuvers supersedes Plaintiffs Constitutional Rights and Due Process of The United States of America such as a statute of limitations when IN FACT the JURY has the RIGHT and OBLIGATION to NULLIFY or rule a law UNCONSTITUTIONAL. IN FACT Hobaugh knows the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

- Defendant Chivers knows he has DENIED Plaintiffs Rights Under Color of Law when Chivers had his legal counsel Dennis Roman file preliminary objections and filing judgement of non pros in an attempt to deceive Plaintiff and the JURY that Chivers/Roman's UNCONSTITUTIONAL procedural maneuvers supersedes Plaintiffs Constitutional Rights and Due Process of The United States of America such as a statute of limitations when IN FACT the JURY has the RIGHT and OBLIGATION to NULLIFY or rule a law UNCONSTITUTIONAL. Chiver KNEW labor law would not protect Plaintiff from civil or criminal liability. Chivers KNEW he committed legal malpractice when Chivers sent a demand notice on Plaintiff's behalf to Defendant AK Steel contrary to what Plaintiff requested (See Explanation for Enclosures A through I). Chivers hired Defendant Brewer to be Chivers counsel when Chivers KNEW Brewer shared the same office with Defendant Murtagh even after Plaintiff informed Chivers Plaintiff did not trust Murtagh while Chivers was representing Plaintiff. IN FACT Chivers knows the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

- Defendant Chivers legal counsel Dennis Roman knows he has DENIED Plaintiffs Rights Under Color of Law when Roman filed preliminary objections and filing judgement of non pros in an attempt to deceive Plaintiff and the JURY that Chivers/Roman's UNCONSTITUTIONAL procedural maneuvers supersedes Plaintiffs Constitutional Rights and Due Process of The United States of America such as a statute of limitations when IN FACT the JURY has the RIGHT and OBLIGATION to NULLIFY or rule a law UNCONSTITUTIONAL. Roman KNEW labor law would not protect Plaintiff from civil or criminal liability. Roman KNEW Chivers committed legal malpractice when Chivers sent a demand notice on Plaintiff's behalf to Defendant AK Steel contrary to what Plaintiff requested (See Explanation for Enclosures A through I).

Roman KNEW it was illegal for Chivers to hire Defendant Brewer to be Chivers counsel when Chivers KNEW Brewer shared the same office with Defendant Murtagh even after Plaintiff informed Chivers Plaintiff did not trust Murtagh while Chivers was representing Plaintiff. IN FACT Roman knows the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

- Defendant Brewer knows he has DENIED Plaintiffs Rights Under Color of Law when Brewer agreed to represent Chivers when Brewer shared an office with Defendant Murtagh. Brewer and Chivers lost the Conflict of Interest case that Plaintiff filed against them. Brewer KNEW Chivers committed legal malpractice when Chivers sent a demand notice on Plaintiff's behalf to Defendant AK Steel contrary to what Plaintiff requested (See Explanation for Enclosures A through I). Brewer KNEW it was illegal for Chivers to hire Defendant Brewer to be Chivers counsel when Chivers KNEW Brewer shared the same office with Defendant Murtagh even after Plaintiff informed Chivers Plaintiff did not trust Murtagh while Chivers was representing Plaintiff. IN FACT Brewer knows the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.
- Defendant Papa knows he has DENIED Plaintiffs Rights Under Color of Law when he did not DEMAND THE JURY TRIAL as Plaintiff is NOW. After the UNCONSTITUTIONAL RULING in Butler County Papa filed the case in federal court on Plaintiffs behalf without Plaintiffs knowledge or approval instead of DEMANDING THE JURY TRIAL in Butler County as Plaintiff demanded Papa to do.

When Plaintiff informed Papa that Defendant Brewer shared an office with Murtagh and it was a Conflict of Interest Papa said it was not so Plaintiff file the Conflict of Interest and WON (See Conflict of Interest Court Order 11-20-07). Papa KNEW Brewer agreed to represent Chivers even when Papa KNEW Brewer shared an office with Defendant Murtagh. Papa KNEW Brewer and Chivers lost the Conflict of Interest case that Plaintiff filed against them. Papa KNEW Brewer and Chivers committed legal malpractice when Brewer KNEW Chivers sent a demand notice on Plaintiff's behalf to Defendant AK Steel contrary to what Plaintiff requested (See Explanation for Enclosures A through I). Papa KNEW it was illegal for Chivers to hire Defendant Brewer to be Chivers counsel when Chivers KNEW Brewer shared the same office with Defendant Murtagh even after Plaintiff informed Chivers Plaintiff did not trust Murtagh while Chivers was representing Plaintiff. IN FACT Papa knows the DENIAL of Plaintiffs Rights Under Color of Law can be a felony when attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law. A person can be arrested for this crime and can also be held personally liable for CIVIL DAMAGES.

The Founders and Framers knew there would be corruption such as Plaintiff is dealing with right NOW and the JURY is there to STOP IT by either declaring a law or statute unconstitutional or setting it aside declaring it was not applied properly to the case before the JURY!

"We the people of the United States, in order to form a more perfect union, establish justice, insure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America."

Judge Cunningham and Defendant's legal counsel have **OBSTRUCTED JUSTICE** by denying Plaintiff **DUE PROCESS** by their attempt to circumvent Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY** that has NEVER BEEN MET YET through procedural corruption that they know is **UNCONSTITUTIONAL!** It is illegal for Defendants to use ANY defense that THEY KNOW DOES NOT AND CANNOT supersede the **SUPREME LAW - THE CONSTITUTION of The United States of America** - that DENY'S Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY**.

Judge Cunningham and Defendant's legal counsel are trying to **ILLEGALLY AND UNCONSTITUTIONALLY** use statutes and procedures to enforce them on Plaintiff to deny Plaintiff's **CONSTITUTIONAL RIGHTS** of The United States of America of **DUE PROCESS** and a **TRIAL BY JURY** which violates **Amendment XIV, Section 1** of the United States Constitution. Defendant **AK Steel EXTORTED** Plaintiff's property of future earnings and damaged Plaintiff's reputation and all other Defendants have been complicit and Judge Cunningham is now participating in.

Amendment XIV, Section 1

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the state wherein they reside. No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

The following are just a few of many laws Judge Cunningham and Defendants and Defendant's legal counsel are violating and details are in the 10-11-16 court filing:

- U.S. Code: Title 18 Section 241 / Conspiracy Against Rights
- U.S. Code: Title 18 Section 245 / Federally protected activities (1) (b)
- Title 18, U.S.C. Section 242 - Deprivation of Rights Under Color of Law
- U.S. Code: Title 18 Section 3555/Sentencing classification of offenses (2) (C)
- U.S. Code: Title 15 Section 2087/Whistleblower protection (a) (1,2,3 and 4)
- U.S. Code: Title 29 Section 654/Duties of Employers and Employees (a) (1 and 2)
- Retaliatory Discharge

Here are a few quotes from history as to why a JURY is so important:

"It is not only the juror's right, but his duty, to find the verdict according to his own best understanding, judgment and conscience, though in direct opposition to the instruction of the court." John Adams, 1771

"I consider trial by jury as the only anchor yet imagined by man, by which a government can be held to the principles of its constitution." Thomas Jefferson

Below are 8 points from The National Judicial College as to why a JURY TRIAL is the most important part of justice in our country. Some highlights are below:

- The Founding Fathers believed the right of a trial by a jury of peers was so important that it is in our United States Constitution.
- The courts can overturn laws or acts of government that violate Constitutional Rights.
- The Founders included jury trials in the constitution because jury trials prevent tyranny. The definition of tyranny is oppressive power exerted by the government. Tyranny also exists when absolute power is vested in a single ruler.
- Jury trials are the opposite of tyranny because the citizens in the jury are given the absolute power to make the final decision.
- We do not want judges and lawyers making every important decision; they are not representative of the people of the United States.
- Juries provide the voice of common sense and the perspective of the citizen to our governing body of law.
- In a civil case, a jury of citizens will determine community standards and expectations in accordance with the law.

1. The American jury trial is a constitutional right. The founding fathers believed that the right to be tried by a jury of just peers was so important that it merited inclusion in the highest law of the land. Amendments 6 and 7 of the Bill of Rights contain this right:

Amendment VI In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence.

Amendment VII In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

3. The jury trial is a vital part of America's system of checks and balances. "Checks and balances" means that the judicial branch of government is equal to the other two branches (executive and legislative) and the courts can overturn laws or acts of government that violate constitutional rights. Our system of checks and balances requires a strong judicial branch. A strong judicial branch requires a healthy jury trial system. Jury service is your chance to have a voice in the judicial branch of government.

4. The founding fathers included jury trials in the constitution because jury trials prevent tyranny. The definition of tyranny is oppressive power exerted by one government. Tyranny also exists when absolute power is vested in a single ruler. Jury trials are the opposite of tyranny because the citizens on the jury are given the ultimate power to make the final decision.

5. Trial by jury is a unique part of America's democracy. Most countries do not have jury trials. It is one of the things that make us unique as a country, and something we should be proud of.

6. Jury trials provide an opportunity for citizens to participate in the process of governing. Serving on a jury is the most direct and impactful way for citizens to consent to the constitution. It is more active and participatory than voting. Citizens can help perpetuate our system of laws, and stabilize our democracy.

6. Jury trials educate jurors about the justice system. People who serve on juries have a greater respect for the system when they leave. Serving on a jury gives people insight into the justice system and their own communities, and corrects misapprehensions about what takes place in a courtroom.

7. Jury trials provide a venue of peaceful dispute resolution. Most citizens will be impacted at some point in their life by a conflict, such as a divorce, a personal injury due to negligence, a contractual dispute, an employment dispute, etc. There are many ways to resolve such arrangements, but if other methods fail, a jury trial is one way to have final resolution in a peaceful manner.

8. Jury trials offer the voice of the people to the civil and criminal justice systems. If you are accused of a crime, you have the right to ask for a jury of your peers to judge your guilt or innocence. In a civil case, a jury of citizens will determine damages, penalties and expectations in accordance with the law. We do not want judges and lawyers making every important decision; they are not representative of the people of the United States. Juries provide the voice of common sense and the perspective of the citizen to our developing body of law.

Just like the six shooter was the great equalizer to the old west so too is a JURY TRIAL. Plaintiff has the RIGHT, deserves and DEMANDS a JURY TRIAL as the great equalizer to the corruption the Plaintiff has endured! When corruption takes place the JURY has the CONSTITUTIONAL RIGHT AND OBLIGATION to right the wrong and NOT a group of good old boy attorneys and judges and is also WHY the Plaintiff has the RIGHT to and DEMANDS a JURY TRIAL!

Plaintiff has already and will bring to the JURY through the Complaint that Plaintiff filed and evidence that Defendants violated Plaintiff's Constitutional Rights of The United States of America and Pennsylvania thereby committed fraud, material fraud, fraudulent misrepresentation, legal negligence, breach of contract or have been complicit as well as they have violated the law and public policy. Defendant attorneys committed legal malpractice. All Defendants knew the law or should have known the law when they committed fraudulent acts and there is NO EXCUSE FOR NOT KNOWING THE LAW.

IGNORANTIA LEGIS NON EXCUSAT

Barlow v. United States

Lambert v. California and

16th American Jurisprudence 2d, Section 177 late 2nd, section 256:

"No one is bound to obey an unconstitutional law and no courts are bound to enforce it. The general rule is that an unconstitutional statute, though having the form and name of law, is nevertheless inoperative from the time of its enactment, and not merely from the date of the decision so holding it."

16th American Jurisprudence, 2nd Section 177:

The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, not in whole, nor in part, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so holding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted. Such an unconstitutional statute is void, and general principles follow that it imposes no duties, confers no rights, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it. A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid law. Indeed, insofar as a statute can be related to the fundamental law of the land, it is superseded thereby.

Under The United States of America Constitution Plaintiff refuses to allow Judge Cunningham and the corrupt attorneys to decide this case; they are not representative of the people of the United States.

Judge Cunningham must either:

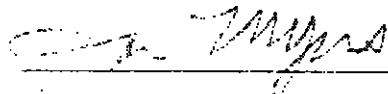
- Recuse himself from this case, or
- Remove the UNCONSTITUTIONAL NON PROS against PLAINTIFF and cancel the 10-22-19 UNCONSTITUTIONAL Preliminary Objections hearing and schedule the date for JURY selection and JURY TRIAL date, or
- Plaintiff will hold Cunningham in Contempt of Court and protest the hearing when Plaintiff arrives on 10-22-19 and seek sanctions against Cunningham.

WITHOUT further delay Judge Cunningham MUST obey the SUPREME LAW of the land which is the United States Constitution and the SUPREME LAW of Pennsylvania which is the Pennsylvania Constitution and set a date for JURY selection and then set the JURY TRIAL date or it is CONTEMPT of the JURY COURT and
Obstruction of Justice.

If the JURY selection date and JURY TRIAL date is not immediately schedule Plaintiff will submit the attached LEGAL NOTICE AND VIOLATION WARNING OF DENIAL OF PLAINTIFFS RIGHTS UNDER COLOR OF LAW of The United States of America.

The legal notice and violation warning forms are to be part of and included
in this court filing.

Dated this 10th day of October, 2017



Joe Myers pro se
11137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-0970
Email: joemyers7@icloud.com

IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, PENNSYLVANIA

JOE MYERS,

Plaintiff,

vs.

TIMOTHY F. MCGINE, JOSEPH S. CHIVERS, JEFF

W. MORTAGE CO., BRAYDON BREWER, CARL W.

NANNI, JACK LEWIS, JIM GALLAGHER, HANK

LEVLANI, SPES LOWERY, EDWARD TASSEN, JR.

STEEL et al, UAW (formerly Butler Area

Independent Union et al, ANGELO PAPA

Defendants

Case No.: No. 14-10516

CIVIL DIVISION

ORDER

AND NOW, to-wit, this _____ day of _____, 2019, upon
consideration of Plaintiff's LEGAL NOTICE AND VIOLATION WARNING OF DENIAL OF
PLAINTIFFS RIGHTS UNDER COLOR OF LAW of The United States of America it is hereby
ORDERED that Plaintiff has a CONSTITUTIONAL RIGHT of DUE PROCESS and to be heard by a
JURY of Plaintiff's peers. It is ADJUDGED and DECREED that Jury selection will be set
for this _____ day of _____, 2019 JURY TRIAL will commence
this _____ day of _____, 2019.

BY THE COURT

Judge Cunningham must either:

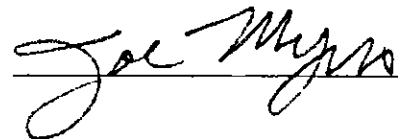
- Recuse himself from this case, or
- Remove the UNCONSTITUTIONAL NON PROS against PLAINTIFF and cancel the 10-22-19 UNCONSTITUTIONAL Preliminary Objections hearing and schedule the date for JURY selection and JURY TRIAL date, or
- Plaintiff will hold Cunningham in Contempt of Court and protest the hearing when Plaintiff arrives on 10-22-19 and seek sanctions against Cunningham.

WITHOUT further delay Judge Cunningham MUST obey the SUPREME LAW of the land which is the United States Constitution and the SUPREME LAW of Pennsylvania which is the Pennsylvania Constitution and set a date for JURY selection and then set the JURY TRIAL date or it is CONTEMPT of the JURY COURT and Obstruction of Justice.

If the JURY selection date and JURY TRIAL date is not immediately schedule Plaintiff will submit the attached LEGAL NOTICE AND VIOLATION WARNING OF DENIAL OF PLAINTIFFS RIGHTS UNDER COLOR OF LAW of The United States of America.

The legal notice and violation warning forms are to be part of and included in this court filing.

Dated this 18th day of October, 2019



Joe Myers pro se
13137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com

**IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, PENNSYLVANIA**

JOE MYERS,)	Case No.: No. 19-10516
)	
Plaintiff,)	CIVIL DIVISION
)	
vs.)	
)	
TIMOTHY F. McCUNE, JOSEPH H. CHIVERS, JACK)	
W. MURTAGH JR., GRAYDON BREWER, CARL V.)	
NANNI, JACK LEWIS, JIM GALLAGHER, HANK)	
LEYLAND, GREG LOVERICK, EDWARD TASSEY, AK)	
STEEL et al, UAW (formerly Butler Armco)	
Independent Union) et al, ANGELO PAPA)	
Defendants)	

ORDER

AND NOW, to-wit, this _____ day of _____, 2019, upon consideration of Plaintiff's AMENDED LEGAL NOTICE AND VIOLATION WARNING OF DENIAL OF PLAINTIFFS RIGHTS UNDER COLOR OF LAW of The United States of America it is hereby ORDERED that Plaintiff has a CONSTITUTIONAL RIGHT of DUE PROCESS and to be heard by a JURY of Plaintiff's peers. It is ADJUDGED and DECREED that Jury selection will be set for this _____ day of _____, 2019 JURY TRIAL will commence this _____ day of _____, 2019.

BY THE COURT


Form **COL**

Violation Warning Denial of Rights Under Color of Law

► Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

<small>Name and address of Citizen</small> Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	<small>Name and address of Notice Recipient</small> William R. Cunningham First Floor, County Courthouse 300 South Main Street Butler, PA 16003-1208
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Citizen's statement
 Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
 Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

I certify that the forgoing information stated here is true and correct.
Citizen's signature
 ►  | Date ► October 17, 2019

Legal Notice and Warning

Federal law provides that it is a crime to violate the Rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both.

18 USC §245 provided that Whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States; shall be fined under this title, or imprisoned not more than one year, or both.

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency

You are advised to cease and desist with your demand and to seek *personal* legal counsel if you do not understand the law.

Notice of Service:
 I, Joe Myers certify that I personally delivered this notice to above named recipient
 and address on October 17, 2019 at Priority U.S. Mail

Form **COL**

Violation Warning Denial of Rights Under Color of Law

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Timothy F. McCune c/o Marie Mike Jones and Michael Lettnch
Gulf Tower
707 Grant Street, Suite 3410
Pittsburgh, PA 15219

Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Citizen's signature

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Date ▶ October 17, 2019

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18 USC §245 provided that Whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit, service, privilege, program, facility, or activity provided or administered by the United States; [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States, shall be fined under this title, or imprisoned not more than one year, or both

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency

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Form **COL**

Violation Warning Denial of Rights Under Color of Law

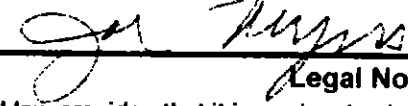
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<small>Name and address of Citizen</small> Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	<small>Name and address of Notice Recipient</small> Michael Lettrich Gulf Tower 707 Grant Street, Suite 3410 Pittsburgh, PA 15219
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Citizen's statement
 Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
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**Violation Warning
Denial of Rights Under Color of Law**

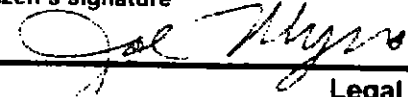
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<small>Name and address of Citizen:</small> Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	<small>Name and address of Notice Recipient:</small> Marie Mile Jones Gulf Tower 707 Grant Street, Suite 3410 Pittsburgh, PA 15219
--	---

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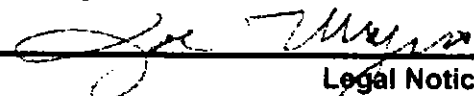
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**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen: Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	Name and address of Notice Recipient: Nicholas Koch Union Trust Building 501 Grant Street, Suite 800 Pittsburgh, PA 15219
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Citizen's statement:
 Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
 Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

I certify that the forgoing information stated here is true and correct.
Citizen's signature
 ▶  | Date ▶ **October 17, 2019**

Legal Notice and Warning

Federal law provides that it is a crime to violate the Rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

18 USC §242 provides that whoever, under color of any law, statute, ordinance, regulation, or custom, willfully subjects any person in any State, Territory, Commonwealth, Possession, or District to the deprivation of any rights, privileges, or immunities secured or protected by the Constitution or laws of the United States ... shall be fined under this title or imprisoned not more than one year, or both.

18 USC §245 provided that Whoever, whether or not acting under color of law, intimidates or interferes with any person from participating in or enjoying any benefit service, privilege, program, facility, or activity provided or administered by the United States, [or] applying for or enjoying employment, or any perquisite thereof, by any agency of the United States, shall be fined under this title, or imprisoned not more than one year, or both

42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

You are advised to cease and desist with your demand and to seek *personal* legal counsel if you do not understand the law

Notice of Service:
 I, Joe Myers certify that I personally delivered this notice to above named recipient
 and address on October 17 2019 at Priority U.S. Mail

Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

AK Steel et al c/o Nicholas Koch
Union Trust Building
501 Grant Street, Suite 800
Pittsburgh, PA 15219

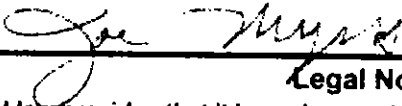
Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

Violations of U.S. Codes, Title 18 Section 241 Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Citizen's signature

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Date ▶ October 17, 2019

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Public Domain—Privacy Form COL01

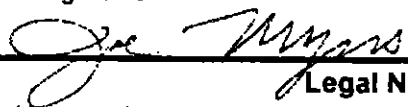
Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	Name and address of Notice Recipient Edward Tassej c/o Nicholas Koch Union Trust Building 501 Grant Street, Suite 800 Pittsburgh, PA 15219
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Citizen's statement
Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
Violations of U.S. Codes. Title 18 Section 241, Section 242, Section 245 Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Public Domain—Privacy Form COL-01

Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen:

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient:

John/Jack Murtagh Jr. c/o Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Date ▶ October 17, 2019

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Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Carl Nanni c/o Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

<small>Name and address of Citizen:</small> Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	<small>Name and address of Nonce Recipient:</small> Jack Lewis c/o Adam Hobbaugh 110 Swinderman Road Wexford, PA 15090
--	--

Citizen's statement:
Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
Violations of U.S. Codes Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Date ▶ October 17, 2019

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Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Jim Gallagher c/o Adam Hobbaugh
110 Swinderman Road
Wexford, PA 15090


Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

Violations of U.S. Codes, Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

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Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Hank Leyland c/o Adam Hobough
110 Swinderman Road
Wexford, PA 15090

Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

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Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Greg Loverick c/o Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

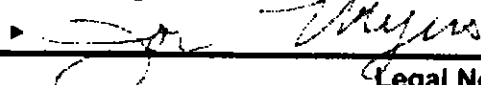
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12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

UAW et al c/o Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

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▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

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Jacksonville, FL 32246

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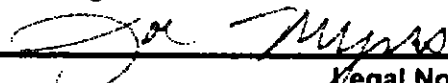
Dennis Roman
Union Trust Building
501 Grant Street, Suite 700
Pittsburgh, PA 15219

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42 USC §1983 provides that every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress.

Warning, you may be in violation of Federal Law and persisting with your demand may lead to your arrest and/or civil damages! Also understand that the law provides that you can be held personally responsible and liable, as well as your company or agency.

You are advised to cease and desist with your demand and to seek *personal* legal counsel if you do not understand the law.

Notice of Service:

I, Joe Myers certify that I personally delivered this notice to above named recipient and address on October 17, 2019 at Priority U.S. Mail

Form **COL**

**Violation Warning
Denial of Rights Under Color of Law**

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville FL 32246

Name and address of Notice Recipient

Joseph Chivers c/o Dennis Roman
Union Trust Building
501 Grant Street, Suite 700
Pittsburgh, PA 15219

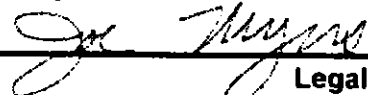
Citizen's statement

Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS

Violations of U.S. Codes, Title 18 Section 241 Section 242 Section 245 Section 35559 / Title 15 Section 2087 / Title 29 Section 654

I certify that the forgoing information stated here is true and correct.

Citizen's signature

▶ 

Date ▶ October 17, 2019

Legal Notice and Warning

Federal law provides that it is a crime to violate the Rights of a citizen under the color-of-law. You can be arrested for this crime and you can also be held personally liable for civil damages.

Attempting to cause a person to do something by telling that person that such action is required by law, when it is not required by law, may be a felony.

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Name and address of Citizen

Joe Myers
12137 Emerald Green Court
Jacksonville, FL 32246

Name and address of Notice Recipient

Angelo Papa
318 Highland Avenue
New Castle, PA 16101

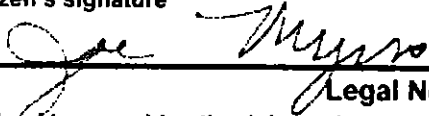
Citizen's statement

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Date ▶ October 17, 2019

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Form **COL**

Violation Warning Denial of Rights Under Color of Law

▶ Violation Warning—18 U.S.C. §242; 18 U.S.C. §245; 42 U.S.C. §1983

Name and address of Citizen Joe Myers 12137 Emerald Green Court Jacksonville, FL 32246	Name and address of Notice Recipient Graydon Brewer 48 Crystal Drive Oakmont, PA 15139
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Citizen's statement
 Violation of my Rights under The United States of America Constitution of a JURY TRIAL and DUE PROCESS
 Violations of U.S. Codes Title 18 Section 241, Section 242, Section 245, Section 35559 / Title 15 Section 2087 / Title 29 Section 654

I certify that the forgoing information stated here is true and correct.
Citizen's signature
 ▶  | Date ▶ October 17, 2019

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Notice of Service:
 I, Joe Myers certify that I personally delivered this notice to above named recipient and address on October 17, 2019 at Priority U.S. Mail

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing AMENDED LEGAL NOTICE AND VIOLATION WARNING OF DENIAL OF PLAINTIFFS RIGHTS UNDER COLOR OF LAW of The United States of America was served on the following via U.S. Mail, First-Class, this 18th day of October, 2019.

Marie Millie Jones / Michael R Lettrich counsel for Defendant Timothy F. McCune

Gulf Tower, 707 Grant Street, Suite 3410, Pittsburgh, PA 15219

Dennis Roman counsel for Defendant Joseph Chivers

Union Trust Building, 510 Grant Street, Suite 700, Pittsburgh, PA 15219

Adam Hobbage counsel for Defendants Murtagh, Nanni, Gallagher, Lewis, Leyland,

Loverick and UAW et al.

110 Swindemar Road

Wexford, PA 15090

Defendant Graydon Brewer

48 Crystal Drive

Oakmont, PA 15139

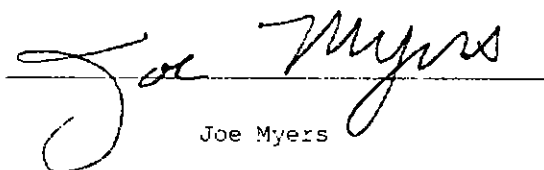
Defendant Angelo Papa

318 Highland Ave

New Castle, PA 16101

Nicholas J. Koch counsel for Defendants AK Steel et al and Tasse

Union Trust Building, 501 Grant Street, Suite 800, Pittsburgh, PA 15219


Joe Myers

This court filing includes the initial Complaint and all court filings. Plaintiff continues to validate VIOLATION OF CONSTITUTIONAL RIGHTS of The United States of America, VIOLATION OF PENNSYLVANIA CONSTITUTIONAL RIGHTS, VIOLATION OF PUBLIC POLICY, FRAUD, MATEPAIL FRAUD, FRAUDULANT MISREPRESENTATION, LEGAL MALPRACTICE, LEGAL NEGLIGENCE and BREACH OF CONTRACT.

ALL Defendant legal counsel KNEW they never once plead the innocence of their clients but only used procedure and UNCNSTITUTIONAL LAWS in an attempt to keep Plaintiff from Plaintiffs Constitutional Right to a JURY TRIAL, DUE PROCESS and EQUAL PROTECTION OF THE LAWS.

Defendant Cunningham proved he never read Plaintiff's Complaint or court filings when he held the UNCONSTITUTIONAL Preliminary Objections hearing on 10-22-19 because of the following points:

- When Plaintiff referenced Defendants Murtagh and Papa - Cunningham asked Plaintiff who those people were.
- Cunningham relied only on Defendants counsels' unconstitutional claims and not on the CONSTITUTION which is the SEPREME LAW of the United States of America.
- Cunningham told Plaintiff a couple times that just because Plaintiff asked for a JURY TRIAL does not mean the Plaintiff could have a JURY TRIAL. Cunningham BLATANTLY violated Plaintiff's PA Constitutional Rights and Constitutional Rights of The United States.
- When Cunningham claimed that Defendant McCune has immunity from the Constitution of the United States of America, he made a BLANTANT LIE and ALL Defendants are complicit! McCune is still a Defendant in Plaintiff's legal claims.
- When Defendant counsels' referenced a prior UNCOMSTITUTIONAL court opinion against Plaintiff Cunningham asked Defendants to provide that to him which again proved Cunninham never reviewed the court filings.

Thomas Jefferson noted in a letter to William Jarvis, "to consider judges as the ultimate arbiters of all constitutional questions...would place us under the despotism of an oligarchy."

So the Defendants and upcoming JURY can understand the Constitutional VIOLATIONS OF ALL DEFENDANTS against Plaintiff the following CIVICS LESSON is provided.

Our Founders and Framers knew We The People would have corrupt judges and attorneys so they provided the following protection from these criminals and made a remedy.

First, our Founders and Framers knew We The People had a Creator and that we are ALL created equal and endowed by our Creator with certain unalienable RIGHTS that NO government instituted by We The People can give to us or take away from us. They also stated our governments derive their just powers ONLY from the consent of the governed (We The People). Our Founders and Framers declared on July 4, 1776 in OUR Declaration of Independence OUR FREEDOM from a TYRANNICAL KING.

"When in the Course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation.

We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness.- That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed,- That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed.

But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security.— Such has been the patient sufferance of these Colonies; and such is now the necessity which constrains them to alter their former Systems of Government...”

Then our Founders and Framers made the remedy with the Constitution of The United States of America and spelled it out very clearly in the PREAMBLE that We The People are the BOSS and ordained the VERY LIMITED POWERS to be Legislative, Executive and Judicial branches with the POWER that We The People can alter or abolish our form of government at any time.

“We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America.”

Article 1 The Legislative Branch Section 1 The Legislature - places ALL legislative power in Congress NOT judges as Defendant Cunningham is trying to usurp against Plaintiff and all other Defendants are complicit. Defendants legal counsels lied by referencing so-called “case law” in their court filing when they know they are only COURT OPINIONS! Cunningham and ALL Defendants have committed FRAUD!!!

“All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives.”

Article 1 The Legislative Branch Section 10 - Powers prohibited of States is violated by Defendant Cunningham trying to invoke a law granting immunity to Defendant McCune when Cunningham and Defendants with a law license know they have violated the Constitution of The United States of America because everyone is equal under the law and they have impaired Plaintiff's employment contract with Defendant AK Steel and the obligation AK Steel had to Plaintiff.

"No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility."

Defendant Cunningham and ALL Defendants with a law license have violated their Oath Of Office because the Defendants have not supported, obeyed or defended the Constitution and ALL have committed falsehood in regard to Plaintiff's Complaint and all court filings by Plaintiff and ALL have committed MAILCE against Plaintiff.

42 Pennsylvania Consolidated Statutes § 2522 - Oath Of Office § 2522. Oath of office.

Before entering upon the duties of his office, each attorney at law shall take and subscribe the following oath or affirmation before a person authorized to administer oaths:

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that I will discharge the duties of my office with fidelity, as well to the court as to the client, that I will use no falsehood, nor delay the cause of any person for lucre or malice."

Any person refusing to take the oath or affirmation shall forfeit his office.

Bill of Rights Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791

Defendant Cunningham stated in the UNCONSTITUTIONAL preliminary objections hearing on 10-22-19 that just because Plaintiff asked for a JURY TRIAL does not mean Plaintiff can have a JURY TRIAL. Cunningham has WITHOUT QUESTION violated Plaintiff's Constitutional Rights of The United States of America and ALL Defendants have been complicit.

"In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law."

Bill of Rights Amendment 9 - Construction of Constitution. Ratified 12/15/1791 this Amendment is all inclusive that Defendants cannot use statute of limitations, rules of civil procedure, non pros, immunity of any public official, certificate of merit or ANYTHING to prevent Plaintiff from a JURY TRIAL.

"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people."

Bill of Rights Amendment 14 - Citizenship Rights. Ratified 7/9/1868 It is very clear that ALL Defendants are complicit with trying to use procedures and UNCONSTITUTION LAW that deprived Plaintiff of property through loss of future earnings, benefits, pension, etc. Defendant Cunningham has denied Plaintiff equal protection of the laws and trying to enforce laws that has abridged Plaintiff's privileges and immunities GUARANTEED by the Constitution of The United States of America.

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside."

No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws...The Congress shall have power to enforce, by appropriate legislation, the provisions of this article."

While Plaintiff knows the following are COURT OPINIONS and NOT CASE LAW Plaintiff will share that the court opinions support Plaintiff's court filings.

Miranda vs. Arizona, 384 US 436 p. 491 "Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."

Defendant Cunningham stated to Plaintiff that only applies to criminal cases when IN FACT it just states WHERE RIGHT SECURED BY THE CONSTITUTION ARE INVOLVED. Another LIE by Cunningham!

Norton v. Shelby County, 118 U.S. 425 (1886) "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed."

CLEARLY THE PROCEDURAL MANUEVERS BY DEFENDANTS AND THEIR LEGAL COUNSEL ARE UNCONSTITUTIONAL!

Marbury v. Madison, 5 U.S. 137 (1803) "All laws which are repugnant to the Constitution are null and void."

THE PROCEDURAL MANUEVERS BY DEFENDANTS AND LEGAL COUNSEL ARE NULL AND VOID BECAUSE THEY ARE TRYING TO CIRCUMVENT MY RIGHTS TO A JURY TRIAL, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS!

Duncan v. Missouri, 152 U.S. 377, 382 (1894) *"Due process of law and the equal protection of the laws are secured if the laws operate on all alike, and do not subject the individual to an arbitrary exercise of the powers of government."*

IT IS VERY CLEAR ALL DEFENDANTS ARE TRYING TO USE AN ARBITRARY EXERCISE OF THE POWERS OF GOVERNMENT. ALL POWERS OF GOVERNMENT ARE DERIVED AND ORDAINED BY WE THE PEOPLE.

McCartney v. First City Bank, 970 F.2d 45, 47 (5th Cir.1992) *"In considering a motion to dismiss for failure to state a claim under Rule 12(b)(6), the court must accept all well-pleaded facts as true and view them in the light most favorable to the plaintiff."*

DEFENDANT CUNNINGHAM HAS NOT EVEN READ THE LEGAL FILINGS OF PLAINTIFF AS REFERENCED ABOVE.

Taylor v. Books A Million, Inc., 296 F.3d 376, 378 (5th Cir.2002) (quoting **Miller v. Stanmore, 636 F.2d 986, 988 (5th Cir.1981)**) *"It is well-established that 'pro se complaints are held to less stringent standards than formal pleadings drafted by lawyers."*

DEFENDANT CUNNINGHAM HAS COMPLETELY IGNORED THIS COURT OPINION!

Boyd v. U.S., 116 U.S. 616 *"The court is to protect against any encroachment of Constitutionally secured liberties."*

ALL DEFENDANTS ARE TRYING TO USE UNCONSTITUTIONAL PROCEDURES OR MISAPPLYING LAW THAT ARE SUBSERVIENT TO THE CONSTITUTION OF THE UNITED STATES OF AMERICA!

Brady v. U.S., 397 U.S. 742, 748 *"Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness."*
"If men, through fear, fraud, or mistake, should in terms renounce or give up any natural right, the eternal law of reason and the grand end of society would absolutely vacate such renunciation. The right to freedom being a gift of ALMIGHTY GOD, it is not in the power of man to alienate this gift and voluntarily become a slave." -Samuel Adams, 1772

PLAINTIFF HAS NEVER ONCE WAIVED PALINTIFF'S CONSTUTITIONAL RIGHTS!

Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958) *"No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it."*

DEFENDANT CUNNINGHAM HAS MOST DEFINTELY VIOLATED HIS UNDERTAKING TO SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA!

Cohens v. Virginia, 19 US (6 Wheat) 264, 404, 5 L.Ed 257 (1821) *"When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason."*

DEFENDANT CUNNINGHAM HAS UNCONSTITUTIONALLY OVERULLED THE CONSTITUTION OF UNITED STATES OF AMERICA BY ALLOWING DEFENDANTS TO USE PROCEDURES AND STATUTE OF LIMITATIONS WHICH DENY PLAINTIFF THE RIGHTS OF THE CONSTITUION AND EQUAL PROTECTION OF THE LAWS.

Mattox v. U.S., 156 US 237, 243 *"We are bound to interpret the Constitution in the light of the law as it existed at the time it was adopted."*

Williamson v. U.S. Department of Agriculture, 815 F.2d. 369, **ACLU Foundation v. Barr**, 952 F.2d. 457, 293 U.S. App. DC 101, (CA DC 1991). "It is the duty of all officials whether legislative, judicial, executive, administrative, or ministerial to so perform every official act as not to violate constitutional provisions."

DEFENDANT CUNNINGHAM HAS VIOLATED THE CONSTITUTIONAL RIGHTS OF PLAINTIFF!

U.S. v. Prudden, 424 F.2d. 1021; **U.S. v. Tweel**, 550 F. 2d. 297, 299, 300 (1977)

Silence can only be equated with fraud when there is a legal and moral duty to speak or when an inquiry left unanswered would be intentionally misleading. We cannot condone this shocking conduct... If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately.

THIS PROVES ALL DEFENDANTS HAVE COMMITTED FRAUD!

Norman v. Zieber, 3 Or at 202-03 Fraud. An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact... which deceives and is intended to deceive another so that he shall act upon it to his legal injury. ... It consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or in some manner to do him injury... (Emphasis added) -Black's Law Dictionary Fifth Edition, page 594. Then take into account the case of **McNally v. U.S.**, 463 U.S. 350, 371-372, Quoting **U.S. v Holzer**, 816 F.2d. 304, 307 Fraud in its elementary common law sense of deceit... includes the deliberate concealment of material information in a setting of fiduciary obligation. A public official is a fiduciary toward the public... and if he deliberately conceals material information from them he is guilty of fraud.

ALL DEFENDANTS HAVE PROVIDED FALSE MISREPRESENTATION AND COMMITTED DECIETFUL PRACTICES AND WILLFULL DEVICE TO DEPRIVE PLAINTIFF OF PLAINTIFF'S CONSTITUTIONAL RIGHTS OF A JURY TRIAL, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS!

Plaintiff filed a **NOTICE OF JUDICIAL MISCONDUCT** by Defendant Cunningham for scheduling a hearing the Defendants Preliminary Objections when Cunningham knew he has no authority to schedule a hearing without a **JURY** when Plaintiff has **DEMANDED A JURY TRIAL**. Cunningham has denied **Plaintiff DUE PROCESS**. Cunningham is complicit in violating Plaintiffs **CONSTITUTIONAL RIGHTS!**

Defendant Cunningham knows the Plaintiffs CONSTITUTIONAL RIGHTS prevail over Defendants procedural corruption!

Plaintiff filed a **NOTICE OF ATTORNEY MISCONDUCT** by ALL Defendant's legal counsel. Hobough, Koch, Roman, Jones, Lettrich and as of 10-18-19 Papa as knew their Preliminary Objections were UNCONSTITUTIONAL and they cannot make their defense without the JURY present!

As the PREAMBLE of the United States Constitution clearly states the power is always in the PEOPLE because the PEOPLE ratified the United States Constitution and clearly establishing the JURY TRIAL as part of the United States Constitution and DID NOT permit one judge and a bunch of corrupt attorneys to railroad - as in this case - the Plaintiff! After the ratification of the United States of America Constitution any laws or statutes made by the state or federal legislature can ALWAYS be challenged by WE THE PEOPLE through a JURY TRIAL and is what Plaintiff DEMANDS.

The Pennsylvania Constitution of The United States of America reaffirms Plaintiff's RIGHT to a JURY TRIAL!

The Constitution Of Pennsylvania, Article 1 Declaration of Rights § 6. Trial by jury

"Trial by jury shall be as heretofore, and the right thereof remain inviolate. The General Assembly may provide, however, by law, that a verdict may be rendered by not less than five-sixths of the jury in any civil case. Furthermore, in criminal cases the Commonwealth shall have the same right to trial by jury as does the accused. (May 18, 1971, P.L.765, J.R.1; Nov. 3, 1998, P.L.1328, J.R.2)"

inviolate - If something is inviolate, it has not been or cannot be harmed or affected by anything. <https://www.collinsdictionary.com/us/dictionary/english/inviolate>

Defendant Cunningham and Defendant's legal counsel have **OBSTRUCTED JUSTICE** by denying Plaintiff **DUE PROCESS** by their attempt to circumvent Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY** that has NEVER HAPPENED YET through procedural corruption that they know is **UNCONSTITUTIONAL!** It is illegal for Defendants to use ANY defense that THEY KNOW DOES NOT AND CANNOT supersede the SUPREME LAW - **THE UNITED STATES CONSTITUTION** - that DENY'S Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY**.

Judge Cunningham and Defendant's legal counsel are trying to **ILLEGALLY AND UNCONSTITUTIONALLY** use statutes and procedures to enforce them on Plaintiff to deny Plaintiff's **CONSTITUTIONAL RIGHT** of **DUE PROCESS** and a **TRIAL BY JURY** which violates **Amendment 14, Section 1 of the United States Constitution.**

Defendant AK Steel **EXTORTED** Plaintiff's property of future earnings and damaged Plaintiffs reputation and all other Defendants have been complicit and Judge Cunningham is now participating in.

Plaintiff invokes the following against all Defendants as well!

U.S. Code: Title 18 Section 241 / Conspiracy Against Rights

This statute makes it unlawful for two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state, territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States, (or because of his/her having exercised the same).

It further makes it unlawful for two or more persons to go in disguise on the highway or on the premises of another with the intent to prevent or hinder his/her free exercise or enjoyment of any rights so secured.

- Defendant AK Steel threatened Plaintiff on 7-9-98 (Exhibit 3) with disciplinary action for not obeying written company policy by securing a load on a stake truck that rolled over on Plaintiff when the load shifted. What Plaintiff found out after the incident was another co-worker had the same load shift on him but the truck did not rolled over but had the rear axle off the ground and a mobile crane had to lift the pinion gear off the truck so it did not roll over. After Plaintiff's incident the Defendant made a policy that the pinion gear had to be hauled by a lowboy tractor trailer from that point forward. AK Steel put Plaintiff and co-workers in danger of death or serious injury as Plaintiff had some bumps and bruises but it could have been worse. On 3-1-01 Plaintiff's then attorney (Exhibit 9) sent a letter to AK Steel warning of the violation of the law. On 3-21-19 Plaintiff sent a letter (Exhibit 11) to AK Steel detailing the criminal and civil legal issues as well as the selective discipline of Plaintiff. Then on 3-23-19 Plaintiff was verbally directed by Defendant Tassey to violate company policy and then Plaintiff was escorted out of the plant. Then on 4-10-11 (Exhibit 14) Plaintiff received a letter from AK Steel stating Plaintiff would be discharged because Plaintiff wanted follow AK Steel policy but was verbally ordered by Defendant Tassey not to obey company policy.

This proves the conspiracy that AK Steel perpetrated on Plaintiff that forfeited Plaintiff's future earnings and validates CONSPIRACY AGAINST RIGHTS.

- *Defendant Cunningham and all Defendants are committing CONSPIRACY AGAINST RIGHTS against Plaintiff NOW!*

U.S. Code: Title 18 Section 245 / Federally protected activities (1) (b)

This statute prohibits willful injury, intimidation, or interference, or attempt to do so, by force or threat of force of any person or class of persons because of their activity as:

b) a participant in any benefit, service, privilege, program, facility, or activity provided or administered by the United States;

- *Defendant UAW (formerly Butler Armco Independent Union) et al never protected Plaintiffs Federally protected activities as a rank and file member but colluded with all other Defendants.*
- *Plaintiff was terminated for Whistle Blowing when Plaintiff contacted the Pennsylvania Attorney General's office while still employed at AK Steel explaining the illegal activity and AK Steel forcing employees to be criminally and civilly liable.*

Title 18, U.S.C., Section 242 - Deprivation of Rights Under Color of Law

This statute makes it a crime for any person acting under color of law, statute, ordinance, regulation, or custom to willfully deprive or cause to be deprived from any person those rights, privileges, or immunities secured or protected by the Constitution and laws of the U.S.

This law further prohibits a person acting under color of law, statute, ordinance, regulation or custom to willfully subject or cause to be subjected any person to different punishments, pains, or penalties, than those prescribed for punishment of citizens on account of such person being an alien or by reason of his/her color or race.

Acts under "color of any law" include acts not only done by federal, state, or local officials within the bounds or limits of their lawful authority, but also acts done without and beyond the bounds of their lawful authority; provided that, in order for unlawful acts of any official to be done under "color of any law," the unlawful acts must be done while such official is purporting or pretending to act in the performance of his/her official duties. This definition includes, in addition to law enforcement officials, individuals such as Mayors, Council persons, Judges, Nursing Home Proprietors, Security Guards, etc., persons who are bound by laws, statutes, ordinances, or customs.

- ***Defendant Cunningham and ALL Defendants have and are committing Deprivation of Rights Under Color of Law against Plaintiff.***

U.S. Code: Title 18 Section 35559/Sentencing classification of offenses (2) (C)

(2) Definitions.--For purposes of this subsection--

(C) the term "extortion" means an offense that has as its elements the extraction of anything of value from another person by threatening or placing that person in fear of injury to any person or kidnapping of any person;

- ***The evidence is clear that Defendant AK Steel extorted Plaintiffs property of future wages and all other Defendants were part of the crime.***

Retaliatory Discharge

Refers to an employee being discharged by their employer for anything other than work performance reasons. This generally occurs when the employee exercises their rights, such as reporting their employer's wrongful conduct, or when participating in union activities.

- *The evidence is clear that Defendant AK Steel retaliated against Plaintiff for Whistleblowing when Plaintiff contacted the Pennsylvania Attorney General's office and reported the illegal activity of AK Steel and then AK Steel illegally terminated Plaintiff.*

Our Forefathers knew the value of a JURY TRIAL!

"It is not only the juror's right, but his duty, to find the verdict according to his own best understanding, judgment and conscience, though in direct opposition to the instruction of the court." John Adams, 1771

"I consider trial by jury as the only anchor yet imagined by man, by which a government can be held to the principles of its constitution." Thomas Jefferson

Just like the six shooter was the great equalizer to the old west so too is a JURY TRIAL. Plaintiff has the RIGHT, deserves and DEMANDS a JURY TRIAL to be the great equalizer to the corruption the Plaintiff has endured! When corruption takes place the JURY has the CONSTITUTIONAL RIGHT AND OBLIGATION to right the wrong and NOT a group of good old boy attorneys and judges and is also WHY the Plaintiff has the RIGHT to and DEMANDS a JURY TRIAL!

Plaintiff's case is a prime example WHY a JURY TRIAL is the only remedy. Plaintiff contacted Defendant McCune for assistance and he refused to do his job as a District Attorney and investigate what Plaintiff has proven. Defendants Papa and Chivers refused to DEMAND a JURY TRIAL.

Defendants UAW (formerly Butler Armco Independent Union) and Defendant Murtagh knew this was never a labor law issue yet still continued to play a part in this criminal conspiracy against Plaintiff and because the officers were paid by Defendant AK Steel et al the company owned Defendants UAW et al which is ILLEGAL. To top it off Defendant AK Steel et al has deep pockets and played procedural games like now to drain Plaintiff financially.

Plaintiff has brought forth facts that the Defendants damaged Plaintiff and his family monetarily and emotionally when Defendants knew Defendant Tassej gave an illegal directive that not only violated Defendant AK Steel et al's own written directives but also violated the law when Plaintiff was ILEGALLY terminated. All Defendants were complicit by going along with the crime and the JURY can hand down the appropriate award to Plaintiff and sanctions for Defendants.

Plaintiff has already and will PROVE to the JURY through the Complaint and all court filings that Plaintiff filed and evidence that Defendants violated Plaintiff's United States and Pennsylvania Constitutional Rights thereby committed fraud, material fraud, fraudulent misrepresentation, legal negligence, breach of contract or have been complicit as well as they have violated the law and public policy. Defendant attorneys committed legal malpractice. All Defendants knew the law or should have known the law when they committed fraudulent acts and there is NO EXCUSE FOR NOT KNOWING THE LAW.

16th American Jurisprudence 2d, Section 177 late 2nd, section 256:

"No one is bound to obey an unconstitutional law and no courts are bound to enforce it. The general rule is that an unconstitutional statute, though having the form and the name of law, is in reality no law, but is wholly void, and ineffective for any purpose, since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it."

16th American Jurisprudence, 2nd Section 177:

The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted. Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no rights, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it ... A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid law. Indeed, insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby.

Plaintiff CONSTITUTIONALLY refuses to allow the next judge and the corrupt attorneys to decide this case; they are not representative of the people of the United States.

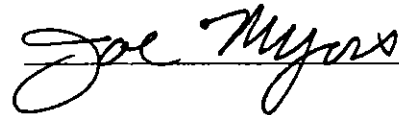
Plaintiff seeks compensatory and punitive damages from Defendant AK Steel \$100 million dollars.

Plaintiff seeks compensatory and punitive damages from all other Defendant in the amount of \$10 million dollars each.

If the new judge does not immediately schedule the JURY selection and the JURY TRIAL date without any other procedural nonsense this is to serve notice that the judge will automatically become a defendant.

WITHOUT further delay the new judge MUST obey the SUPREME LAW of
the land which is the Constitution of The United States of
America and the SUPREME LAW of Pennsylvania which is the
Pennsylvania Constitution and set a date for JURY selection and
then set the JURY TRIAL date or it is CONTEMPT of the JURY COURT
and Obstruction of Justice.

Dated this 29th day of October, 2019



Joe Myers pro se
12137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com

**IN THE COURT OF COMMON PLEAS
BUTLER COUNTY, PENNSYLVANIA**

JOE MYERS,)	Case No.: No. 19-10516
)	
Plaintiff,)	CIVIL DIVISION
)	
vs.)	
)	
TIMOTHY F. McCUNE, JOSEPH H. CHIVERS, JACK)	
W. MUPTAGH JR., GRAYDON BREWER, CARL V.)	
)	
NANNI, JACK LEWIS, JIM GALLAGHER, HANK)	
)	
LEYLAND, GREG LOVERICK, EDWARD TASSEY, AK)	
)	
STEEL et al, UAW (formerly Butler Armco)	
Independent Union) et al, ANGELO PAPA,)	
)	
WILLIAM CUNNINGHAM, MICHAEL LETTRICH,)	
)	
MARIA MILIE JONES, DENNIS ROMAN, NICHOLAS)	
)	
KOCH, ADAM HOBAUGH)	
)	
Defendants		

ORDER

AND NOW, to-wit, this _____ day of _____, 2019, upon consideration of Plaintiff's AMENDED COURT FILING ADDING DEFENDANTS AND FOR CONTINUED VIOLATION OF PLAINTIFF'S CONSTITUTIONAL RIGHTS OF THE UNITED STATES OF AMERICA it is hereby ORDERED that Plaintiff has a CONSTITUTIONAL RIGHT of DUE PROCESS and to be heard by a JURY of Plaintiff's peers. It is ADJUDGED and DECREED that Jury selection will be set for this _____ day of _____, 2019 JURY TRIAL will commence this _____ day of _____, 2019.

BY THE COURT

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing AMENDED COURT FILING ADDING DEFENDANTS AND FOR CONTINUED VIOLATION OF PLAINTIFF'S CONSTITUTIONAL RIGHTS OF THE UNITED STATES OF AMERICA was served on the following via U.S. Mail, First-Class, this 28th day of October, 2019.

Michael R Lettrich counsel for Defendant Timothy F. McCune

Gulf Tower

707 Grant Street, Suite 3410

Pittsburgh, PA 15219

Dennis Roman counsel for Defendant Joseph Chivers

Union Trust Building

510 Grant Street, Suite 700

Pittsburgh, PA 15219

Adam Hobbaugh counsel for Defendants Murtagh, Nanni, Gallagher, Lewis, Leyland,

Loverick and UAW et al

110 Swinderman Road

Wexford, PA 15090

Defendant Graydon Brewer

48 Crystal Drive

Oakmont, PA 15109

Defendant Angelo Papa

318 Highland Ave

New Castle, PA 16101

Defendant Adam Hobbaugh

110 Swinderman Road

Wexford, PA 15090

Nicholas J. Koch counsel for Defendants AM Steel et al and Tasse;

Union Trust Building

501 Grant Street, Suite 800

Pittsburgh, PA 15219

Defendant Michael Lettrich

Gulf Tower

707 Grant Street, Suite 3410

Pittsburgh, PA 15219

Defendant Marie Miles Jones

Gulf Tower

707 Grant Street, Suite 3410

Pittsburgh, PA 15219

Defendant Nicholas J. Koch

Union Trust Building

501 Grant Street, Suite 800

Pittsburgh, PA 15219

Defendant Dennis Roman

Union Trust Building

510 Grant Street, Suite 700

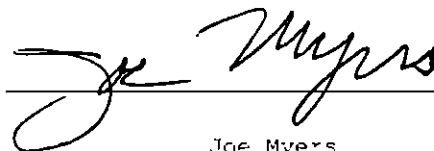
Pittsburgh, PA 15219

Defendant Cunningham

Butler County Courthouse

300 South Main Street

Butler, PA 16003-1208



Joe Myers

This court filing incorporates the initial Complaint, all other court filings, the evidence at ~~www.19751976.com~~ and the Color of Law Violation Warnings to ALL Defendants. Plaintiff continues to validate VIOLATION OF CONSTITUTIONAL RIGHTS of the United States of America, VIOLATION OF PENNSYLVANIA CONSTITUTIONAL RIGHTS, VIOLATION OF PUBLIC POLICY, VIOLATION OF U.S.C. 18 SECTION 241 CONSPIRACY AGAINST RIGHTS, VIOLATION OF U.S.C. 18 SECTION 242 DENIAL OF RIGHTS UNDER COLOR OF LAW, VIOLATION OF U.S.C. 18 SECTION 245 FEDERALLY PROTECTED ACTIVITIES, VIOLATION OF U.S.C. 29 SECTION 654 DUTIES OF EMPLOYERS AND EMPLOYEES, FRAUD, MATERIAL FRAUD, FRAUDULANT MISREPRESENTATION, LEGAL MALPRACTICE, LEGAL NEGLIGENCE, MALICE and BREACH OF CONTRACT.

Plaintiff will respond to the pertinent numbers of Defendant Koch's ILLEGAL Motion to

Strike:

2) Plaintiff has made VIABLE and LAWFUL claims and Defendant Koch proves that in Koch's ILLEGAL statement that Plaintiff is "barred by the statute of limitations". As Plaintiff has REPEATEDLY stated the statute of limitations or ANY rule by the Defendants is not a law at all because it violates Bill of Rights Amendment 14 - Citizenship

Rights:

- *"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws...The Congress shall have power to enforce, by appropriate legislation, the provisions of this article."*

Defendants also violates Plaintiff's Bill of Rights Amendment 7 - Trial by Jury in

Civil Cases:

- *"In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law."*

3) All of the Defendants Preliminary Objections DID NOT state LAW and were ILLEGAL and ONLY Plaintiff has followed the LAW which is the **Constitution of the United States and the Pennsylvania Constitution.**

4) Defendant Koch clearly knows that the hearing on 10-22-19 was ILLEGAL because the FRAUD HEARING was a VIOLATION OF PLAINTIFF'S CONSTITUTIONAL RIGHTS of the United States of America, VIOLATION OF PENNSYLVANIA CONSTITUTIONAL RIGHTS, VIOLATION OF PUBLIC POLICY, VIOLATION OF U.S.C. 18 SECTION 241 CONSPIRACY AGAINST RIGHTS, VIOLATION OF U.S.C. 18 SECTION 242 DENIAL OF RIGHTS UNDER COLOR OF LAW, VIOLATION OF U.S.C. 18 SECTION 245 FEDERALLY PROTECTED ACTIVITIES, VIOLATION OF U.S.C. 29 SECTION 654 DUTIES OF EMPLOYERS AND EMPLOYEES, FRAUD, MATERIAL FRAUD, FRAUDULANT MISREPRESENTATION, LEGAL MALPRACTICE, LEGAL NEGLIGENCE, MALICE and BREACH OF CONTRACT. **As Plaintiff has established numerous times when Plaintiff DEMANDED A JURY TRIAL only the jury can hear and rule on Plaintiff's case on not one corrupt person such as Defendant Cunningham.**

Defendant Cunningham CLEARLY violated the **Constitution of the United States of America Article. VI. - Debts, Supremacy, Oaths:**

- "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." (Emphasis added)

Defendant Cunningham also violated the **Constitution of the United States of America Amendment 9 - Construction of Constitution. Ratified 12/15/1791.**

- "The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people." (Emphasis added)

Defendant Cunningham violated **Amendment 14 - Citizenship Rights. Ratified 7/9/1868.**

- "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws." (Emphasis added)

Defendant Koch and ALL Defendants are complicit in VIOLATING Plaintiff's

Constitutional Rights and ALL Constitutional LAW and not PRETENDED LEGISLATION!

6 thru 9) Defendant Koch claims are not only FALSE but ILLEGAL as Plaintiff is the ONLY PERSON following the LAW because Plaintiff is following the CONSTITUTION of the United States of America which every other procedure, statute or law MUST adhere to. Defendant Koch is continuing to VIOLATE the CONSTITUTIONAL RIGHTS of Plaintiff by trying to say the court advised Plaintiff that he had to ask for "Leave of Court". What Koch does not want to admit is Defendant Cunningham already violated Plaintiff's Constitutional Rights by scheduling the ILLEGAL hearing on 10-22-19 without a JURY present even after Plaintiff made part of the court fillings the Violation Warnings for Denial of Plaintiff's Rights Under Color of Law sent to ALL Defendants.

Leave of Court is not required when the Defendant Judge and ALL Defendants have committed a crime.

Defendant Koch and ALL Defendants defense is UNCONSTITUTIONAL and ILLEGAL because their defense is on statutes and procedures that are not LAW AT ALL because they fly in the face of the SUPREME LAW which is the Constitution of the United States of America!

10 thru 12) Defendant Koch makes a LAUGHABLE claim that Plaintiff "seeks to chill their defense" when in fact Koch KNOWS none of the Defendants have a defense because their continued violation of Plaintiff's CONSTITUTIONAL RIGHTS has IN FACT made their defense NULL and VOID ("CHILLED")!

Defendant Koch states that Plaintiff violates positive rule of law WHEN IN FACT Koch and ALL Defendants have violated the RULE OF LAW which is the CONSTITUTION of the United States of America!

Defendant Koch and ALL Defendants try to LIE and state that COURT OPIONIONS are LAW when IN FACT the COURT OPINONS are not LAW AT ALL!!!!

While Plaintiff knows that COURT OPINIONS are just that OPINIONS Plaintiff finds it strange how the Defendants ignore the following COURT OPINIONS that destroys (CHILLS) their defense as well:

Miranda vs. Arizona, 384 US 436 p. 491 "Where rights secured by the Constitution are involved, there can be no rule making or legislation which would abrogate them."

Defendant Cunningham stated to Plaintiff in the ILLEGAL HEARING on 10-22-19 that this court opinion only applies to criminal cases when IN FACT it states WHERE RIGHTS SECURED BY THE CONSTITUTION ARE INVOLVED. Another LIE by Cunningham!

Norton v. Shelby County, 118 U.S. 425 (1886) "An unconstitutional act is not law; it confers no rights; it imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as though it had never been passed."

CLEARLY THE PROCEDURAL MANUEVERS AND PRETENDED LEGISLATION BY CRIMINAL DEFENDANTS ARE UNCONSTITUTIONAL!

Marbury v. Madison, 5 U.S. 137 (1803) "All laws which are repugnant to the Constitution are null and void."

THE PROCEDURAL MANUEVERS AND PRETENDED LEGILATION BY CRIMINAL DEFENDANTS ARE NULL AND VOID BECAUSE THEY ARE TRYING TO CIRCUMVENT PLAINTIFFS RIGHTS TO A JURY TRIAL, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS!

Duncan v. Missouri, 152 U.S. 377, 382 (1894) "Due process of law and the equal protection of the laws are secured if the laws operate on all alike, and do not subject the individual to an arbitrary exercise of the powers of government."

IT IS VERY CLEAR ALL DEFENDANTS ARE TRYING TO USE PRETENDED LEGISLATION OF AN ARBITRARY EXERCISE OF THE POWERS OF GOVERNMENT. ALL POWERS OF GOVERNMENT ARE DERIVED AND ORDAINED BY WE THE PEOPLE.

McCartney v. First City Bank, 970 F.2d 45, 47 (5th Cir.1992) "In considering a motion to dismiss for failure to state a claim under Rule 12(b)(6), the court must accept all well-pleaded facts as true and view them in the light most favorable to the plaintiff."

DEFENDANT KOCH KNEW DEFENDANT CUNNINGHAM DID NOT EVEN READ THE LEGAL FILINGS SO CUNNINGHAM HAS COMMITTED ANOTHER CRIME BY NOT PROVIDING PLAINTIFF EQUAL PROTECTION OF THE LAWS BECAUSE CUNNINGHAM DOESN'T EVEN KNOW THE FACTS OF THE CASE.

Taylor v. Books A Million, Inc., 296 F.3d 376, 378 (5th Cir.2002) (quoting *Miller v. Stanmore*, 636 F.2d 986, 988 (5th Cir.1981)) "It is well-established that 'pro se complaints are held to less stringent standards than formal pleadings drafted by lawyers.'"

DEFENDANT CUNNINGHAM HAS COMPLETELY IGNORED THIS COURT OPINION!

Boyd v. U.S., 116 U.S. 616 "The court is to protect against any encroachment of Constitutionally secured liberties."

ALL DEFENDANTS ARE TRYING TO USE UNCONSTITUTIONAL PRETENDED LEGISLATION OR MISAPPLYING LAW THAT VIOLATES PLAINTIFFS CONSTITUTIONAL RIGHTS OF THE UNITED STATES OF AMERICA!

Brady v. U.S., 397 U.S. 742, 748 "Waivers of Constitutional Rights, not only must they be voluntary, they must be knowingly intelligent acts done with sufficient awareness."

"If men, through fear, fraud, or mistake, should in terms renounce or give up any natural right, the eternal law of reason and the grand end of society would absolutely vacate such renunciation."

The right to freedom being a gift of ALMIGHTY GOD, it is not in the power of man to alienate this gift and voluntarily become a slave." — Samuel Adams, 1772

PLAINTIFF HAS NEVER ONCE WAIVED ANY OF PALINTIFF'S CONSTITUTIONAL RIGHTS!

Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958) "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it."

Cohens v. Virginia, 19 US (6 Wheat) 264, 404, 5 L.Ed 257 (1821) "When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason."

DEFENDANT CUNNINGHAM HAS UNCONSTITUTIONALLY OVERULLED THE CONSTITUTION OF UNITED STATES OF AMERICA BY ALLOWING CRIMINAL DEFENDANTS TO USE PRETEDNED LEGISLATION WHICH DENIES PLAINTIFF THE RIGHTS OF THE CONSTITUTION OF JURY TRIAL, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS. ALL DEFENDANTS ARE COMMITTING TREASON.

Mattox v. U.S., 156 US 237, 243 "We are bound to interpret the Constitution in the light of the law as it existed at the time it was adopted."

DEFENDANTS OBVIOUSLY HAVE NEVER READ THE DECLARATION OF INDEPENDENCE OR THE CONSTITUTION OF THE UNITED STATES AS THEY HAVE NO CLUE OF WHAT THE LAW REALLY IS!

Williamson v. U.S. Department of Agriculture, 815 F.2d. 369, *ACLU Foundation v. Barr*, 952 F.2d. 457, 293 U.S. App. DC 101, (CA DC 1991). "It is the duty of all officials whether legislative, judicial, executive, administrative, or ministerial to so perform every official act as not to violate constitutional provisions."

DEFENDANT CUNNINGHAM HAS VIOLATED THE CONSTITUTIONAL RIGHTS OF PLAINTIFF, DUE PROCESS AND EQUAL PROTECTION OF THE LAW AND ALL DEFENDANTS HAVE BEEN COMPLICIT!

Defendant Koch LIES YET AGAIN stating that Defendant Cunningham has judicial immunity when IN FACT judges or ANYONE has immunity as it flies in the face of the CONSTITUTION of the United States of America and IN FACT Cunningham is BOUND TO UPHOLD THE CONSTITUTION! The reason for this because judges can be bribed or be part of a good old boy club that denies Constitutional Rights of anyone as in the case of Plaintiff.

Defendant Cunningham CLEARLY violated his SWORN OATH TO UPHOLD the **Constitution of the United States of America Article. VI. - Debts, Supremacy, Oaths:**

- "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." (Emphasis added)

ALL Defendants have BLATANTLY IGNORED this phrase in the CONSTITUTION of the United States of America "This Constitution, and the Laws of the United States made in Pursuance thereof...any Thing in the Constitution or Laws of any State to the contrary notwithstanding."

Pursuance means all LAWS MUST follow the CONSTITUTION or they are not law at all!

Notwithstanding means in spite of any Law of a State the ULTIMATE LAW is the Constitution of the United States of America!

The Jury has to ask this question, how can Defendant Koch state that Plaintiff has prejudice the Original Defendants WHEN IN FACT ALL Defendants HAVE in the past and are NOW Violating Plaintiff's Constitutional Rights?

Plaintiff's CONSTITUTIONAL RIGHTS of the United States of America have been PREJUDICED so Defendants CANNOT CLAIM PREJUDICE or any defense because any defense they claim violates Plaintiff's Constitutional Rights!

Plaintiff has continued to prove the RULE OF LAW through **EVIDENCE** and **LAW** that our Founders and Framers validated for We The People in the **Declaration of Independence** and established the **LAW** in the **Constitution of the United States of America**.

Since Defendant Koch and all other Defendants do not understand the RULE OF LAW and so the upcoming JURY can understand the CONSTITUTIONAL VIOLATIONS AGAINST PLAINTIIF BY ALL DEFENDANTS Plaintiff provides the following CIVICS LESSON.

Our Founders and Framers knew We The People would have corrupt judges and attorneys so they provided the following protection from these CRIMINALS and made a remedy.

First, our Founders and Framers knew We The People had a Creator (**Laws of Nature and of Nature's God**) and that we are ALL created equal and endowed by our Creator with certain unalienable RIGHTS that NO government instituted by We The People can give to us or take away from us. They also stated our government derives just powers ONLY from the consent of the governed (We The People). Our Founders and Framers declared on July 4, 1776 in OUR Declaration of Independence OUR FREEDOM from a TYRANNICAL KING.

"When in the Course of human events, it becomes necessary for one people to dissolve the political bands which have connected them with another, and to assume among the powers of the earth, the separate and equal station to which the Laws of Nature and of Nature's God entitle them, a decent respect to the opinions of mankind requires that they should declare the causes which impel them to the separation. We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness. - That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed, - That whenever any Form of Government becomes destructive of these ends, it is the Right of the People to alter or to abolish it, and to institute new Government, laying its foundation on such principles and organizing its powers in such form, as to them shall seem most likely to effect their Safety and Happiness.

Prudence, indeed, will dictate that Governments long established should not be changed for light and transient causes; and accordingly all experience hath shewn, that mankind are more disposed to suffer, while evils are sufferable, than to right themselves by abolishing the forms to which they are accustomed. But when a long train of abuses and usurpations, pursuing invariably the same Object evinces a design to reduce them under absolute Despotism, it is their right, it is their duty, to throw off such Government, and to provide new Guards for their future security. - Such has been the patient sufferance of these Colonies; and such is now the necessity which constrains them to alter their former Systems of Government..."

The reason the Declaration of Independence was written was because of the despotism of King George III. In the Declaration of Independence the Representatives of the united States of America listed issues to let the king know that there was a God (**Laws of Nature and of Nature's God**) that was over the king and God gave We The People unalienable rights that governments cannot give or take away from ANY individual. Three of many issues against the king are listed below:

- "For depriving us in many cases, of the benefits of Trial by Jury" (emphasis added) Defendant Cunningham and ALL Defendants are trying to deny Plaintiff's Constitutional Right to a JURY TRIAL:
- "He has combined with others to subject us to a jurisdiction foreign to our constitution, and unacknowledged by our laws; giving his Assent to their Acts of pretended Legislation..."
- "For transporting us beyond Seas to be tried for pretended offences..."

The **CRIMINAL DEFENDANTS** have unconstitutionally attempted to use **PRETENDED LEGISLATION** such as statute of limitations, rules of civil procedure, non pros, immunity of any public official, certificate of merit, etc. to deny Plaintiff's **RIGHTS OF THE LAWS!**

Our Founders and Framers made the remedy when they wrote the Constitution of the united States of America and spelled it out very clearly in the PREAMBLE that **We The People are the BOSS** and ordained the VERY LIMITED POWERS to be Legislative, Executive and Judicial branches with the POWER that We The People can alter or abolish our form of government at any time. Plaintiff is abolishing this corrupt court system and following the CONSTITUTION.

"We the People of the United States, in Order to form a more perfect Union, establish Justice, insure domestic Tranquility, provide for the common defence, promote the general Welfare, and secure the Blessings of Liberty to ourselves and our Posterity, do ordain and establish this Constitution for the United States of America."

Article 1 The Legislative Branch Section 1 The Legislature - places ALL legislative power in Congress NOT judges as Criminal Defendant Cunningham is trying to usurp against Plaintiff and all other Defendants are complicit. Defendants with a law license have lied by referencing so-called "case law" in their court filing when they KNOW they are only COURT OPINIONS another **PRETENDED LEGISLATION!** Cunningham and ALL Defendants have committed FRAUD!!!

"All legislative Powers herein granted shall be vested in a Congress of the United States, which shall consist of a Senate and House of Representatives."

Article 1 The Legislative Branch Section 10 - Powers prohibited of States is violated by Criminal Defendant Cunningham trying to invoke a **PRETENDED LEGISLATION** granting immunity to Criminal Defendant McCune when Cunningham and Defendants with a law license know they have violated the RULE OF LAW which is the Constitution of the united States of America because everyone is equal under the law and Defendants have impaired Plaintiff's employment contract with Criminal Defendant AK Steel and the obligation AK Steel had to Plaintiff.

Plaintiff has made all court filings because Defendant AK Steel **STOLE/EXTORTED** Plaintiffs PROPERTY of future wages, benefits, etc. when Defendant AK Steel terminated Plaintiff for following company written policy and the LAW.

"No State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility."

Criminal Defendant Cunningham additionally violated his OATH TO UPHOLD the Constitution of the United States of America Article. VI. - Debts, Supremacy, Oaths:

- "This Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the Authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding." (Emphasis added)

Defendant Cunningham and ALL Defendants with a law license have violated their Oath Of Office because the Defendants have not supported, obeyed or defended the Constitution and ALL have committed falsehood in regard to Plaintiff's Complaint and all court filings by Plaintiff and ALL have committed MAILCE against Plaintiff.

42 Pennsylvania Consolidated Statutes § 2522 - Oath Of Office § 2522. Oath of office.

Before entering upon the duties of his office, each attorney at law shall take and subscribe the following oath or affirmation before a person authorized to administer oaths:

"I do solemnly swear (or affirm) that I will support, obey and defend the Constitution of the United States and the Constitution of this Commonwealth and that I will discharge the duties of my office with fidelity, as well to the court as to the client, that I will use no falsehood, nor delay the cause of any person for lucre or malice."

Any person refusing to take the oath or affirmation shall forfeit his office.

Bill of Rights Amendment 7 - Trial by Jury in Civil Cases. Ratified 12/15/1791

Criminal Defendant Cunningham in the UNCONSTITUTIONAL preliminary objections hearing on 10-22-19 - trying to impose another **PRETENDED LEGISLATION** - by stating that just because Plaintiff asked for a JURY TRIAL does not mean Plaintiff can have a JURY TRIAL. Cunningham has WITHOUT QUESTION violated Plaintiff's Constitutional Rights of the united States of America and ALL Defendants have been complicit.

"In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law."

Bill of Rights Amendment 9 - Construction of Constitution. Ratified 12/15/1791 this Amendment is all inclusive that Criminal Defendants cannot use statute of limitations, rules of civil procedure, non pros, immunity of any public official, certificate of merit or ANYTHING to prevent Plaintiff from a JURY TRIAL, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS.

"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people."

Bill of Rights Amendment 14 - Citizenship Rights. Ratified 7/9/1868 It is very clear that ALL Defendants are complicit with trying to use procedures and **PRETENDED LEGISLATION** that deprived Plaintiff of property through loss of future earnings, benefits, pension, etc. Criminal Defendant Cunningham has denied Plaintiff equal protection of the laws by trying to enforce **PRETENDED LEGISLATION** that has abridged Plaintiff's privileges and immunities **GUARANTEED** by the Constitution of the united States of America.

"All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside."

"No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws...The Congress shall have power to enforce, by appropriate legislation, the provisions of this article."

Plaintiff filed a **NOTICE OF JUDICIAL MISCONDUCT** by Criminal Defendant Cunningham for scheduling the 10-22-19 hearing for the Criminal Defendants Preliminary Objections when Cunningham knew he has no authority to schedule a hearing without a **JURY** when Plaintiff has **DEMANDED A JURY TRIAL**. Cunningham has denied Plaintiff **DUE PROCESS** and **EQUAL PROTECTION OF THE LAW**. Cunningham is complicit in violating Plaintiffs **CONSTITUTIONAL RIGHTS!**

Criminal Defendant Cunningham knows the Plaintiffs **CONSTITUTIONAL RIGHTS** prevail over Criminal Defendants procedural corruption and **PRETENDED LEGISLATION** attempt!

Plaintiff filed a **NOTICE OF ATTORNEY MISCONDUCT** by ALL Criminal Defendants' legal counsel. Hobough, Koch, Roman, Jones, Lettrich and as of 10-18-19 Papa as knew their Preliminary Objections were **UNCONSTITUTIONAL** and they cannot make their defense without the **JURY** present!

As the PREAMBLE of the United States Constitution clearly states the power is always in the PEOPLE because the PEOPLE ratified the United States Constitution and clearly establishing the JURY TRIAL as part of the United States Constitution and DID NOT permit one judge and a bunch of corrupt attorneys to railroad - as in this case - the Plaintiff! After the ratification of the United States of America Constitution any laws or statutes made by the state or federal legislature can ALWAYS be challenged by WE THE PEOPLE through a JURY TRIAL and is what Plaintiff DEMANDS.

The Pennsylvania Constitution of The United States of America reaffirms Plaintiff's RIGHT to a JURY TRIAL!

The Constitution Of Pennsylvania, Article 1 Declaration of Rights § 6. Trial by jury

"Trial by jury shall be as heretofore, and the right thereof remain inviolate. The General Assembly may provide, however, by law, that a verdict may be rendered by not less than five-sixths of the jury in any civil case. Furthermore, in criminal cases the Commonwealth shall have the same right to trial by jury as does the accused. (May 18, 1971, P.L.765, J.R.1; Nov. 3, 1998, P.L.1328, J.P.2)"

inviolate - If something is inviolate, it has not been or cannot be harmed or affected by anything. <http://www.onlinedictionary.com/online/englist/inviolat>

Criminal Defendant Cunningham and ALL Criminal Defendants have **OBSTRUCTED JUSTICE** by denying Plaintiff **DUE PROCESS and EQUAL PROTECTION OF THE LAWS** by their attempt to circumvent Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY** - that has NOT HAPPENED YET - through procedural corruption and **PRETENDED LEGISLATION** that they know is **UNCONSTITUTIONAL!** It is illegal for Criminal Defendants to use ANY defense that THEY KNOW DOES NOT AND CANNOT supersede the SUPREME LAW which is the **CONSTITUTION** that DENY'S Plaintiff's **CONSTITUTIONAL RIGHT** to a **TRIAL BY JURY, DUE PROCESS AND EQUAL PROTECTION OF THE LAWS.**

Criminal Defendant Cunningham and Criminal Defendants with a law license are trying to **ILLEGALLY AND UNCONSTITUTIONALLY** use **PRETENDED LEGISLATION** and **procedures** to enforce them on Plaintiff to deny Plaintiff's **CONSTITUTIONAL RIGHT** of **DUE PROCESS, EQUAL PROTECTION OF THE LAW** and a **TRIAL BY JURY** which violates **Amendment 14, Section 1** of the **United States Constitution**.

Defendant AK Steel **EXTORTED** Plaintiff's property of future earnings and damaged Plaintiffs reputation and all other Defendants have been complicit and Criminal Defendant Cunningham is now participating in.

Plaintiff invokes the following against all Criminal Defendants as well potential future legal action!

U.S. Code: Title 18 Section 241 / Conspiracy Against Rights

This statute makes it unlawful for two or more persons to conspire to injure, oppress, threaten, or intimidate any person of any state, territory or district in the free exercise or enjoyment of any right or privilege secured to him/her by the Constitution or the laws of the United States, (or because of his/her having exercised the same). It further makes it unlawful for two or more persons to go in disguise on the highway or on the premises of another with the intent to prevent or hinder his/her free exercise or enjoyment of any rights so secured.

- *Defendant AK Steel threatened Plaintiff on 7-9-98 (Exhibit 3) with disciplinary action for not obeying written company policy by securing a load on a stake truck that rolled over on Plaintiff when the load shifted. What Plaintiff found out after the incident was another co-worker had the same load shift on him but the truck did not rolled over but had the rear axle off the ground and a mobile crane had to lift the pinion gear off the truck so it did not roll over. After Plaintiff's incident the Defendant made a policy that the pinion gear had to be hauled by a lowboy tractor trailer from that point forward.*

AK Steel put Plaintiff and co-workers in danger of death or serious injury as Plaintiff had some bumps and bruises but it could have been worse. On 3-1-01 Plaintiff's then attorney (Exhibit 9) sent a letter to AK Steel warning of the violation of the law. On 3-21-19 Plaintiff sent a letter (Exhibit 11) to AK Steel detailing the criminal and civil legal issues as well as the selective discipline of Plaintiff. Then on 3-23-19 Plaintiff was verbally directed by Defendant Tassej to violate company policy and then Plaintiff was escorted out of the plant. Then on 4-10-11 (Exhibit 14) Plaintiff received a letter from AK Steel stating Plaintiff would be discharged because Plaintiff wanted follow AK Steel policy but was verbally ordered by Defendant Tassej not to obey company policy.

This proves the conspiracy that AK Steel perpetrated on Plaintiff that forfeited Plaintiff's future earnings and validates CONSPIRACY AGAINST RIGHTS.

- Defendant Cunningham and all Defendants are committing CONSPIRACY AGAINST RIGHTS against Plaintiff NOW!

U.S. Code: Title 18 Section 245 / Federally protected activities (1) (b)

This statute prohibits willful injury, intimidation, or interference, or attempt to do so, by force or threat of force of any person or class of persons because of their activity as:

b) a participant in any benefit, service, privilege, program, facility, or activity provided or administered by the United States;

- Defendant UAW (formerly Butler Armco Independent Union) et al never protected Plaintiffs Federally protected activities as a rank and file member but colluded with all other Defendants.

- *Plaintiff was terminated for Whistle Blowing when Plaintiff contacted the Pennsylvania Attorney General's office while still employed at Defendant AK Steel explaining the illegal activity and AK Steel forcing employees to be criminally and civilly liable.*

Title 18, U.S.C., Section 242 - Deprivation of Rights Under Color of Law

This statute makes it a crime for any person acting under color of law, statute, ordinance, regulation, or custom to willfully deprive or cause to be deprived from any person those rights, privileges, or immunities secured or protected by the Constitution and laws of the U.S.

This law further prohibits a person acting under color of law, statute, ordinance, regulation or custom to willfully subject or cause to be subjected any person to different punishments, pains, or penalties, than those prescribed for punishment of citizens on account of such person being an alien or by reason of his/her color or race.

Acts under "color of any law" include acts not only done by federal, state, or local officials within the bounds or limits of their lawful authority, but also acts done without and beyond the bounds of their lawful authority; provided that, in order for unlawful acts of any official to be done under "color of any law," the unlawful acts must be done while such official is purporting or pretending to act in the performance of his/her official duties. This definition includes, in addition to law enforcement officials, individuals such as Mayors, Council persons, Judges, Nursing Home Proprietors, Security Guards, etc., persons who are bound by laws, statutes, ordinances, or customs.

- Defendant Cunningham and ALL Defendants have and are committing Deprivation of Rights Under Color of Law against Plaintiff. Plaintiff sent Legal Violation Warnings to ALL Defendants and made them part of the courting filings of Plaintiff dated 10-18-19.

U.S. Code: Title 18 Section 35559/Sentencing classification of offenses (2) (C)

(2) Definitions.-For purposes of this subsection-

(C) the term "extortion" means an offense that has as its elements the extraction of anything of value from another person by threatening or placing that person in fear of injury to any person or kidnapping of any person;

- The evidence is clear that Defendant AK Steel extorted Plaintiffs property of future wages and all other Defendants were part of the crime.

Title 29, U.S.C. Labor Chapter 15 Occupational Safety and Health, Section 654 - Duties of Employers and Employees

(a) Each employer-

(1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;

(2) shall comply with occupational safety and health standards promulgated under this chapter.

- The evidence is clear that Defendant AK Steel was not free of recognized hazards as when the truck rolled over on Plaintiff proves. Management instructed Plaintiff to not secure a load because Defendant AK Steel did not want damage the bearings on the pinion gear and then the truck rolled over on Plaintiff. Defendant AK Steel did not inform Plaintiff that the truck had almost rolled over on another truck driver.

Retaliatory Discharge

Refers to an employee being discharged by their employer for anything other than work performance reasons. This generally occurs when the employee exercises their rights, such as reporting their employer's wrongful conduct, or when participating in union activities.

- *The evidence is clear that Defendant AK Steel retaliated against Plaintiff for Whistleblowing when Plaintiff contacted the Pennsylvania Attorney General's office and reported the illegal activity of AK Steel and then AK Steel illegally terminated Plaintiff.*

Our Forefathers knew the value of a JURY TRIAL!

"It is not only the juror's right, but his duty, to find the verdict according to his own best understanding, judgment and conscience, though in direct opposition to the instruction of the court." John Adams, 1771

"I consider trial by jury as the only anchor yet imagined by man, by which a government can be held to the principles of its constitution." Thomas Jefferson

Just like the six shooter was the great equalizer to the old west so too is a JURY TRIAL. Plaintiff has the RIGHT, deserves and DEMANDS a JURY TRIAL to be the great equalizer to the corruption the Plaintiff has endured! When corruption takes place the JURY has the CONSTITUTIONAL RIGHT AND OBLIGATION to right the wrong and NOT a group of good old boy attorneys and judges and is also WHY the Plaintiff has the RIGHT to and DEMANDS a JURY TRIAL!

Plaintiff's case is a prime example WHY a JURY TRIAL is the only remedy.

Plaintiff contacted Defendant McCune for assistance and he refused to do his job as a District Attorney and investigate what Plaintiff has proven. Defendants Papa and Chivers refused to DEMAND a JURY TRIAL.

Defendants UAW (formerly Butler Armco Independent Union) and Defendant Murtagh knew this was never a labor law issue yet still continued to play a part in this criminal conspiracy against Plaintiff and because the officers were paid by Defendant AK Steel et al the company owned Defendants UAW et al which is ILLEGAL. To top it off Defendant AK Steel et al has deep pockets and played procedural games like now to drain Plaintiff financially.

Plaintiff has brought forth facts that the Defendants damaged Plaintiff and his family monetarily and emotionally when Defendants knew Defendant Tasseey gave an illegal directive that not only violated Defendant AK Steel et al's own written directives but also violated the law when Plaintiff was ILEGALLY terminated. All Defendants were complicit by going along with the crime and the JURY can hand down the appropriate award to Plaintiff and sanctions for Defendants.

Plaintiff has already and will PROVE to the JURY through the Complaint and all court filings that Plaintiff filed and evidence that Defendants violated Plaintiff's united States and Pennsylvania Constitutional Rights thereby committed fraud, material fraud, fraudulent misrepresentation, legal negligence, breach of contract or have been complicit as well as they have violated the law and public policy. Defendant attorneys committed legal malpractice. All Defendants knew the law or should have known the law when they committed fraudulent acts and there is NO EXCUSE FOR NOT KNOWING THE LAW.

ALL Defendant legal counsel KNEW they never once plead the innocence of their clients but only used procedure and UNCONSTITUTIONAL PRETENDED LEGISLATION in an attempt to keep Plaintiff from Plaintiffs Constitutional Right to a JURY TRIAL, DUE PROCESS and EQUAL PROTECTION OF THE LAWS.

Defendant Cunningham proved he never read Plaintiff's Complaint or court filings when he held the UNCONSTITUTIONAL Preliminary Objections hearing on 10-22-19 because of the following points:

- When Plaintiff referenced Defendants Murtagh and Papa - Cunningham asked Plaintiff who those people were.
- Cunningham relied only on Defendants counsels' unconstitutional claims and not on the CONSTITUTION which is the SEPREME LAW of the United States of America.
- Cunningham told Plaintiff a couple times that just because Plaintiff asked for a JURY TRIAL does not mean the Plaintiff could have a JURY TRIAL. Cunningham BLATANTLY violated Plaintiff's PA Constitutional Rights and Constitutional Rights of The United States.
- When Cunningham claimed that Defendant McCune has immunity from the Constitution of the United States of America, he made a BLANTANT LIE and ALL Defendants are complicit! McCune is still a Defendant in Plaintiff's legal claims.
- When Defendant counsels' referenced a prior UNCOMSTITUTIONAL court opinion against Plaintiff Cunningham asked Defendants to provide that to him which again proved Cunningham never reviewed the court filings.

Thomas Jefferson noted in a letter to William Jarvis, "*to consider judges as the ultimate arbiters of all constitutional questions...would place us under the despotism of an oligarchy.*"

ALL Criminal Defendants KNEW they never once plead the innocence of their clients but are only trying to use procedure and UNCNSTITUTIONAL application of LAWS or trying to use PRETENDED LEGISLATION in an attempt to deny Plaintiff from protection of Plaintiff's Constitutional Right to a JURY TRIAL, DUE PROCESS and EQUAL PROTECTION OF THE LAWS.

16th American Jurisprudence 2d, Section 177 late 2nd, section 256:

"No one is bound to obey an unconstitutional law and no courts are bound to enforce it. The general rule is that an unconstitutional statute, though having the form and the name of law, is in reality no law, but is wholly void, and ineffective for any purpose, since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it."

16th American Jurisprudence, 2nd Section 177:

The general rule is that an unconstitutional statute, though having the form and name of law, is in reality no law, but is wholly void, and ineffective for any purpose; since unconstitutionality dates from the time of its enactment, and not merely from the date of the decision so branding it. An unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed. Such a statute leaves the question that it purports to settle just as it would be had the statute not been enacted. Since an unconstitutional law is void, the general principles follow that it imposes no duties, confers no rights, creates no office, bestows no power or authority on anyone, affords no protection, and justifies no acts performed under it ... A void act cannot be legally consistent with a valid one. An unconstitutional law cannot operate to supersede any existing valid law. Indeed, insofar as a statute runs counter to the fundamental law of the land, it is superseded thereby.

Defendant Koch has violated his oath to follow the Constitution as his illegal Motion to Strike is NULL and VOID as it is in VIOLATION of Plaintiff's Constitutional Rights of the United States of America.

Plaintiff CONSTITUTIONALLY refuses to allow the next judge and the corrupt attorneys to decide this case; they are not representative of the people of the United States.

Plaintiff seeks compensatory and punitive damages from Defendant AK Steel in the amount of \$100 million dollars.

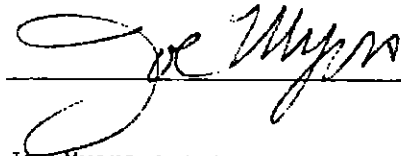
Plaintiff seeks compensatory and punitive damages from all other Defendants in the amount of \$10 million dollars per Defendant.

Plaintiff seeks disbarment of all Defendants with a law license and sanctions against their law firms.

If the new or any judge does not immediately schedule the JURY selection and the JURY TRIAL date without any other procedural nonsense and PRETENDED LEGISLATION then this is to serve notice that the judge will automatically become a defendant.

WITHOUT further delay the new judge MUST obey the SUPREME LAW of the land which is the Constitution of The United States of America and the SUPREME LAW of Pennsylvania which is the Pennsylvania Constitution and set a date for JURY selection and then set the JURY TRIAL date or it is CONTEMPT of the JURY COURT and Obstruction of Justice.

Dated this 25th day of November, 2019



Joe Myers pro se
12137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing RESPONSE TO MOTION TO STRIKE BY DEFENDANT KOCH AND TO ANY FUTURE COURT FILINGS BY ANY DEFENDANT TRYING TO VIOLATE PLAINTIFF'S CONSTITUTIONAL RIGHTS OF THE UNITED STATES OF AMERICA was served on the following via U.S. Mail, First-Class, this 25th day of November, 2019.

Michael R Lettrich counsel for Defendant Timothy F. McCune

Gulf Tower

707 Grant Street, Suite 3410

Pittsburgh, PA 15219

Dennis Roman counsel for Defendant Joseph Chivers

Union Trust Building

510 Grant Street, Suite 700

Pittsburgh, PA 15219

Adam Hobaugh counsel for Defendants Murtagh, Hanni, Gallagher, Lewis, Leyland,

Leverick and UAW et al

110 Swinderman Road

Wexford, PA 15090

Defendant Graydon Brewer

48 Crystal Drive

Oakmont, PA 15139

Defendant Angelo Papa

318 Highland Ave

New Castle, PA 16101

Defendant Adam Hobaugh

110 Swinderman Road

Wexford, PA 15090

Nicholas J. Koch counsel for Defendants AK Steel et al and Tassej

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501 Grant Street, Suite 800

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Defendant Michael Lettrich

Gulf Tower

707 Grant Street, Suite 3410

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Defendant Marie Miles Jones

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Defendant Nicholas J. Koch

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501 Grant Street, Suite 800

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Defendant Dennis Roman

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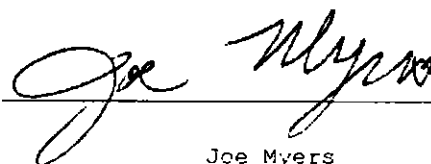
Pittsburgh, PA 15219

Defendant Cunningham

Erie County Courthouse

140 West 6th Street, Room 2A

Erie, PA 16501



Joe Myers

1 PROCEEDINGS COMMENCED

2 (WHEREUPON, A PHONE CONNECTION WAS MADE WITH ATTORNEY KOCH.)

3 THE COURT: Well, good morning, Attorney Koch.

4 You are here on behalf --

5 MR. KOCH: Good morning, Your Honor.

6 THE COURT: You are here on behalf of AK Steel and
7 Edward Tassej, is that correct?

8 MR. KOCH: That's correct, Your Honor.

9 THE COURT: Okay. Can you hear us all right?

10 MR. KOCH: I can hear you, Your Honor, yes.

11 THE COURT: Okay. All right. The record should
12 reflect this is the time set aside on various
13 preliminary objections filed by several Defendants.
14 This is the time scheduled for oral argument, and let's
15 just take a roll call to see who else is here. And you
16 are?

17 MR. MYERS: Joe Myers.

18 THE COURT: Okay. You are the Plaintiff in this
19 case, Joe Myers?

20 MR. MYERS: Yes.

21 THE COURT: Okay. Sir?

22 MR. LETTRICH: Good morning, Your Honor. My name
23 is Michael Lettrich on behalf of Timothy McCune.

24 THE COURT: Okay. Thank you.

25 MR. HOBAUGH: Good morning, Your Honor. Adam

1 Hobaugh on behalf of the UAW Defendants. I can
2 identify them each if...

3 THE COURT: Why don't you just for the record.

4 MR. HOBAUGH: Sure. UAW Local 3303, James C.
5 Gallagher, Hank Leyland, John Murtaugh, Jr., Greg
6 Loverick, Carl Nanni and Jack Lewis.

7 THE COURT: Okay. All right. Well, technically
8 you are the moving party, so while you are standing I
9 will give you chance -- I want the record to reflect
10 that I have read the preliminary objections filed by
11 the parties, I have read the responsive pleadings filed
12 by Mr. Myers. But this is your opportunity to be
13 heard, so go ahead.

14 MR. HOBAUGH: Thank you, Your Honor. I think that
15 our preliminary objections can be succinctly stated as
16 Mr. Myers' complaint is barred in a number of ways.
17 The first is the statute of limitations. We are well
18 beyond any recognized statute of limitations and,
19 therefore, Mr. Myers' complaint fails to state a claim
20 as a matter of law.

21 The second reason being collateral estoppel. This
22 has been adjudicated, both at a labor arbitration and
23 then later at an appeal to Federal District Court that
24 was then appealed further to the Third Circuit and
25 dismissed in 2005.

1 THE COURT: I saw the reference to that.

2 MR. HOBAUGH: Yes, sir. It's around --

3 THE COURT: Do you have, because I don't have it,
4 it's not a matter of record here, the filings? The
5 Orders from the District Court and the Third Circuit
6 Court?

7 MR. HOBAUGH: I do not have them with me but we
8 can supplement the record with them certainly.

9 THE COURT: That would be helpful just in terms of
10 what was litigated there versus what remains, if
11 anything, here.

12 MR. HOBAUGH: Sure. The crux of that case as well
13 as this case was the termination of employment from AK
14 Steel for Mr. Myers. And that was decided in both
15 labor arbitration that was appealed as a matter of an
16 appeal under the NLRA and then appealed to the Third
17 Circuit on the matter of statute of limitations.

18 THE COURT: Okay. Who were the named Defendants
19 in that lawsuit?

20 MR. HOBAUGH: In that case it was the UAW, the
21 Butler Armco Independent Union which is the predecessor
22 to the UAW Local 3303, and AK Steel.

23 THE COURT: Okay.

24 MR. HOBAUGH: He simply added additional
25 individuals who were all acting in their official

1 capacity under those, under those other umbrellas that
2 were litigated previously.

3 THE COURT: Okay.

4 MR. HOBAUGH: And finally, Your Honor, we believe
5 that this demur is appropriate in this case because we,
6 there is not a significant or a discernable number of
7 facts here that would allow us to even determine what
8 the cause of action is that wouldn't have already been
9 precluded or resolved by those prior proceedings.

10 THE COURT: What was your impression of what the
11 complaint says?

12 MR. HOBAUGH: Well, Your Honor, I believe that he
13 is contesting his termination from AK Steel of which
14 none of my Defendants actually represent or can act on
15 behalf of AK Steel. It appears that he may perhaps be
16 making a malpractice claim against some attorneys,
17 although it's not entirely clear the basis for which,
18 and there has been a no certificate of merit filed for
19 those claims.

20 THE COURT: I saw that.

21 MR. HOBAUGH: And I believe that he's suggesting
22 that there was somehow someone misled him into
23 believing that, that his termination was being fought.
24 This from our, from the Defendants that I represent's
25 perspective, we fought this through the labor

1 arbitration which is our, our only legal right, and we
2 did that on his behalf as do any other terminated
3 employee. And there is no fraud here in any way, shape
4 or form, and it hasn't been pled with any kind of
5 specificity.

6 THE COURT: Okay.

7 MR. HOBAUGH: Even trying to give, give Mr. Myers
8 the benefit of the doubt as a *pro se* representative, I
9 can't determine a cause of action that I could even
10 slot into a statute of limitations, sir.

11 THE COURT: Okay. That's why I asked you.

12 MR. HOBAUGH: Thank you.

13 THE COURT: Let me ask you one other question.

14 MR. HOBAUGH: Sure.

15 THE COURT: That's why I'd like to look at the
16 Federal pleadings, because there is some appellate
17 authority that the statute of limitations is a jury
18 question, or it can be.

19 MR. HOBAUGH: Can be; yes, sir.

20 THE COURT: But if it's already been litigated in
21 this case --

22 MR. HOBAUGH: I believe in this case the fact that
23 the claim arose 18 years ago, that it was litigated and
24 that it was determined as a final and binding decision
25 by the Third Circuit Court of Appeals, I think that you

1 can take judicial notice of that, sir, and it's no
2 longer a jury question.

3 THE COURT: Okay. All right. I think it might be
4 helpful in fairness to you, Mr. Myers, is that after,
5 that you respond at this time to the arguments made by
6 Mr. Hobough and on behalf of the various UAW
7 Defendants.

8 MR. MYERS: Yes. I was wrongly directed to go to
9 arbitration. And whenever I was discharged, it wasn't
10 a criminal/civil -- or it wasn't a labor law issue, it
11 was a criminal/civil matter. I had rolled a truck over
12 in '98 and whenever I did I was disciplined because I
13 didn't chain the load down. Come to find out after
14 that happened there was another truck driver that the
15 same thing happened to him, they never told me about
16 it. Put me, put me in danger. So then whenever I,
17 tried to follow their, their own written documents and
18 own written law of their, of public policy and of their
19 --

20 THE COURT: Of whom?

21 MR. MYERS: Of AK Steel.

22 THE COURT: Okay.

23 MR. MYERS: So I was following whenever I got
24 discharged, trying to obey their policy that I was
25 warned to not, not violate before. So it wasn't, it

1 was a criminal/civil matter because I contacted the
2 P.A. Attorney General's Office before I got fired.
3 Defendant Ed Tassey knew that; I talked to him about
4 it. So basically I was fired for whistle blowing what
5 is happened.

6 And then the -- whenever I, after I hired
7 Defendant Chivers he ended up saying he talked to
8 Defendant Murtaugh who is a union representative, said
9 that I had to go to labor, I had to go through
10 arbitration before, I couldn't go through civil court.
11 And so then, you know, Defendant Chivers never even
12 pled the case. And he sent two demand letters on my
13 behalf that I didn't agree to.

14 And so this is, as far as the, whether it is a
15 jury issue, it is a jury issue because I was never
16 allowed a jury trial after --

17 THE COURT: By the Federal Court?

18 MR. MYERS: Well, it should never went to Federal
19 Court because I never gave Angelo Papa permission to go
20 to Federal Court. I only asked him to file a jury
21 trial.

22 THE COURT: Who is Angelo Papa?

23 MR. MYERS: Angelo Papa was a Defendant. The
24 Defendant Angelo Papa that I hired after Chivers
25 wouldn't do his job, so then I hired Angelo Papa. He

1 filed the complaint in Butler County Court here but it
2 was dismissed. He didn't fight and demand the jury
3 trial that, that the Constitution guarantees me to
4 have, and went to Federal Court without my permission
5 or knowledge. I didn't know it until after he went to
6 it and then he told me, he said: Well a jury trial
7 doesn't, isn't under a civil action, and it is.

8 THE COURT: Well, I don't see him as a named
9 defendant in this case.

10 MR. MYERS: He is. I added him in one of the
11 pleadings. And he, I just got his mailing.

12 THE COURT: How did you add him without leave of
13 Court?

14 MR. MYERS: I'm sorry?

15 THE COURT: How did you add him without leave of
16 Court, because the Rules require leave of Court when,
17 you add somebody.

18 MR. MYERS: Well, I sent a motion adding him to
19 the -- he was already part of the initial complaint.
20 He was named in the body of the complaint; I just
21 didn't have his name in the header.

22 THE COURT: Okay. Any other response to the UAW
23 preliminary objections?

24 MR. MYERS: Yes. I disagree that, all their
25 arguments are, it flies in the face of the

1 Constitution. Because the Constitution says I am
2 guaranteed a jury trial. And Miranda versus Arizona
3 says: Where rights secured by the Constitution are
4 involved there can be no rule making or legislation
5 which would abdicate them.

6 THE COURT: Okay. All right. Thank you. Mr.
7 Lettrich is it?

8 MR. LETTRICH: It is, Your Honor. May it please
9 the Court, I am here on behalf of Timothy McCune, not
10 in his capacity as a Judge, but in his capacity, prior
11 capacity, as the District Attorney.

12 The claim against him is somewhat different than
13 the claim against the other Defendants. My
14 understanding of the claim against him is that Mr.
15 Myers went to him seeking to have certain adversaries
16 prosecuted, some of the AK Steel people. He decline to
17 prosecute them, and that it the basis for the claim.

18 THE COURT: Right.

19 MR. LETTRICH: A prosecutorial discretion issue to
20 not prosecute them. That's a claim that's barred by
21 immunity in several different ways, Your Honor.
22 There's state law claim, there's high public official
23 immunity. A district attorney is very clearly a high
24 public official as indicated by a number of cases cited
25 in our brief. This is within his prosecutorial

1 discretion. This is not a claim. I think the case law
2 is fairly clear. To establish what could be
3 characterized as the 1983 claim, citing federal rights,
4 absolute prosecutorial immunity applies. The decision
5 to, whether or not to initiate prosecution is, is
6 really the core prosecutorial function. You can't sue
7 someone for that even it was motivated by some sort of
8 improper animus or the decision was bad. Or really any
9 reason why, why a person chooses to prosecute or not
10 prosecute. It's something for which the prosecutor is
11 immuned and can't be sued.

12 Further, there is an issue of lack of standing.
13 You know, a prosecution like this is commonwealth
14 versus the defendant. A person doesn't have standing
15 to assert a claim saying: I think this person should
16 have been prosecuted and wasn't. So Mr. Myers also
17 lacked, would lack standing, even in the absence of
18 these limited defenses, to assert a claim against a
19 prosecutor for deciding not to prosecute someone.

20 I understand the claim is being characterized as
21 fraud. It doesn't meet any of the elements of fraud,
22 to decide not to prosecute someone. And statute of
23 limitations would also apply to him as well, as they
24 were approximately I think 18 years ago or 19 years ago
25 when it occurred.

1 THE COURT: Okay. Thank you, Counsel. Your
2 response, Mr. Myers?

3 MR. MYERS: Yes. I go again back to the
4 Constitution. The jury can decide whether the case law
5 or any, any other statute is legal or not legal.
6 That's our right as a, as We the People. And that's,
7 the jury trial is, is the equalizer whenever things
8 are, laws are passed, may or may not be Constitutional.

9 THE COURT: Okay. I think it's appropriate at
10 this time that I address the case against Mr. McCune,
11 because it is different from the other Defendants.

12 MR. HOBAUGH: Yes, sir.

13 THE COURT: And it is clearly as a matter of law
14 not a viable claim whatsoever. And, Mr. Myers, you
15 need to understand something, because you don't really
16 understand and you haven't through your pleadings and
17 filings in this case, understood the right to Counsel,
18 the right to a jury trial and the context of a civil
19 proceeding.

20 You just moments ago cited the Miranda case which
21 is a right to counsel case in a criminal setting. But
22 your right to a jury trial in a civil matter is not
23 absolute. It is subject to the gate-keeping function
24 of a Judge to determine whether there is a factual or
25 legal basis for a claim that could get to a jury for a

1 jury to determine.

2 As it relates to the Defendant, Timothy McCune, in
3 the capacity that you have sued him, there is no claim
4 whatsoever, and there can never be a claim because he
5 is indeed protected by several forms of immunity,
6 including high official immunity, qualified immunity.
7 And there is nothing in this record that you can or
8 ever will be able to establish a claim against Attorney
9 McCune and so the law recognizes that he should not
10 have to bear the expense of going to a jury and having
11 a jury trial when there is absolutely no legal claim
12 against him. So you need to understand that, as it
13 relates to Mr. McCune.

14 So I will be issuing an Order dismissing the case
15 against Mr. McCune, in large part based on the matters
16 set forth in the preliminary objections because they
17 are true and accurate as a matter of law. And as a
18 matter of law there is not, and cannot be, a claim
19 against this Defendant, whether now or by amendment.

20 So, all right. Now we've got Attorney Koch I
21 believe is on, had filed on behalf of AK Steel and Ed
22 Tassej.

23 MR. KOCH: Yes. Nicholas Koch on behalf of AK
24 Steel Corporation and Edward Tassej, Your Honor. First
25 of all I'd like to thank the Court for allowing me to

1 appear via telephone. I know it's unusual and it's
2 probably more for Plaintiff's convenience than mine,
3 but I am greatly appreciative.

4 AK Steel and Mr. Tasseey moved to dismiss
5 Plaintiff's claims pursuant to Pennsylvania Rules of
6 Civil Procedure 1028(a)(2)(3)(4) and (6) as covered by
7 UAW's Counsel quite succinctly. Plaintiff's complaint
8 is nonsensical, lacks specificity and devoid of any
9 contactable claims. Any claims that Plaintiff may have
10 ever had were litigated in both his labor and then his
11 subsequent civil claim between 15, 18 years ago. They
12 are, therefore, barred by the statute of limitations
13 and the doctrine of collateral estoppel to the extent
14 they ever existed in the first place.

15 I would also note in response to AK's and Tasseey's
16 preliminary objections Plaintiff has not set forth any
17 real argument against our position, that he simply
18 reiterates his demand for a jury trial as he has done
19 in response to the other Defendants' preliminary
20 objections.

21 And he also accused AK Steel of playing procedural
22 gymnastics. I would simply note that Plaintiff has not
23 properly served this complaint or included a notice to
24 plead so if AK Steel and Mr. Tasseey really wanted to
25 play procedural games they could have forced Plaintiff

1 to incur additional costs, but they have not done so.
2 They have moved to get to the merits, or lack thereof,
3 of these claims as soon as possible.

4 And, finally, Your Honor, I would just note that
5 since there's alleged Constitutional issues here,
6 Article V Section 10(c) of the Pennsylvania
7 Constitution grants the Pennsylvania, the Supreme Court
8 of Pennsylvania the power to prescribe procedural rules
9 including Rule 1028 which I am moving under here, which
10 allows a dismissal of a claim based on preliminary
11 objections that there is no possible way for a
12 Plaintiff to recover. Thank you.

13 THE COURT: Okay. Your response, Mr. Myers?

14 MR. MYERS: Yes. He mentioned about the
15 Pennsylvania Constitution. It also says in Article I,
16 Declaration of Rights, trial by jury shall not, shall
17 heretofore, and right thereof, remain inviolate. So
18 that flies in the face of me having a jury trial, too.
19 And to have my, to have all of the issues of the
20 case -- I was fired illegally, whistle blowing, I
21 mean...

22 THE COURT: Were those all addressed in the
23 Federal lawsuit?

24 MR. MYERS: I'm sorry?

25 THE COURT: Those were all addressed in the

1 Federal lawsuit, correct?

2 MR. MYERS: But -- well, I don't think all of them
3 were. But the other thing is I didn't --

4 THE COURT: What was?

5 MR. MYERS: -- give permission to go to Federal
6 Court. I wanted to be in, in Butler County here having
7 a jury trial not, not having one Judge decide
8 everything.

9 THE COURT: Okay. So what was decide in Federal
10 Court?

11 MR. MYERS: They dismissed it. One of the things
12 was estoppel. But again, whenever a person like me
13 hires an attorney and they don't do their job and I am
14 trying, trying to do what I am supposed to do, I
15 can't -- and they, now they want to claim statute of
16 limitations. That's something I believe the jury also
17 can set aside and they can rule and juries have where
18 they can set aside or, you know, rule a law
19 unconstitutional.

20 THE COURT: Okay. I am not sure you listened to
21 what I said earlier but I am going to repeat it for
22 you. Okay? Your right to a jury trial is not
23 absolute. All right? Because if it were, then our
24 system would be chaos. Anybody could come in at any
25 time, make allegations of any type against anybody and

1 then claim I have a right to a jury trial, that's
2 inviolate, and a jury has to be summoned to hear the
3 case.

4 And the law recognizes, and has for years, and
5 when you filed this lawsuit in Butler County you, you
6 invoked a jurisdiction in this County and of the State
7 of Pennsylvania, and it has long been the law that
8 there is a gate-keeping function that people that have
9 been sued have the right to contest any basis of the
10 lawsuit and if there is not a legal claim or a factual
11 basis establishing a legal claim, then to have that
12 dismissed rather than have to bear the expense of going
13 to a trial.

14 And you need to understand that. Because all of
15 your pleadings and filings so far have, are of a
16 misguided assumption that you have a Constitutional
17 right to a jury trial that from the moment you file
18 your complaint, the next thing that has to happen is
19 the Judge has to schedule the jury trial. You may want
20 to consult with legal counsel to confirm what I am
21 telling you.

22 All right. Well, what I will do is I would like
23 to get a copy of the Federal pleadings.

24 MR. HOBAUGH: Yes, sir.

25 THE COURT: The complaint.

1 MR. HOBAUGH: Both District and Third Circuit?

2 THE COURT: And the complaint that was filed.

3 MR. HOBAUGH: Yes, sir.

4 THE COURT: And then I will get out an Order.

5 MR. HOBAUGH: I believe that was filed in Butler
6 County, removed under the NLRA. I will do my best to
7 receive a copy of that. I don't know that I have a
8 copy of the actual complaint.

9 THE COURT: Okay.

10 MR. HOBAUGH: The complaint by Mr. Myers was filed
11 here, removed under the NLRA, but I will attempt.

12 THE COURT: Okay. Thank you.

13 MR. KOCH: Thank you, Your Honor.

14 PROCEEDINGS CONCLUDED

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C E R T I F I C A T E

I, Susan Lynn West, do hereby certify
that I took the foregoing proceedings in
stenotype at the time and place hereinbefore
set forth and thereafter reduced the same to
typewritten form, and that the foregoing is a
true, full, and correct transcript of my said
stenotype notes.

Susan Lynn West
Susan Lynn West
Official Court Reporter ;

The **Notice of Appeal** (Case No.: 1892 WDA 2019) filed by Plaintiff/Appellant Myers is very clear that Appellee Cunningham knew that Cunningham was not allowed to give the OPINION/ORDER in Butler County (NO. A.D. No. 19-10516) dated 11-21-19 because Cunningham was named a Defendant by Plaintiff/Appellant Myers in his court filing (NO. A.D. No. 19-10516) dated 10-29-19 and Cunningham even referenced that in his FRAUDULANT OPINION/ORDER dated 11-21-19.

The **Notice of Appeal** (Case No.: 1892 WDA 2019) has clearly stated Defendant/Appellee Cunningham's judicial abuse which made it illegal for Cunningham to even file **Rule 1925(b) Order** which is **FRAUD**.

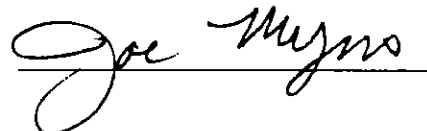
Title 42 Section 722. Direct appeals from courts of common pleas.

The Supreme Court shall have exclusive jurisdiction of appeals from final orders of the courts of common pleas in the following classes of cases:

(3) Matters where the qualifications, tenure or right to serve, or the **manner of service, of any member of the judiciary is drawn in question.** (Emphasis added)

Every court filing by Plaintiff/Appellant Myers has always been about **Constitutional Law** (which is **substantive law**) and **NOT** about procedural process which Appellee Cunningham has ignored.

Dated this 17th day of January, 2020



Joe Myers pro se
12137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing MOTION FOR RELIEF and MOTION FOR EXTENSION FOR RULE 1925(b) ORDER was served on the following via U.S. Mail, First-Class, this 17th day of January, 2020.

William Cunningham
500 N. Jefferson St.
Kittanning, PA 16201-1228

Frost Brown Todd LLC
Union Trust Building / Att: Nicholas J. Koch
501 Grant Street, Suite 800
Pittsburgh, PA 15219

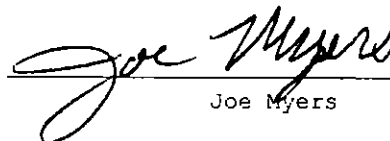
JonesPassodelis PLLC
Gulf Tower /Att: Marie Millie Jones & Michael Letterich
707 Grant Street, Suite 3410
Pittsburgh, PA 15219

Angelo Papa
318 Highland Ave
New Castle, PA 16101

Graydon Brewer
48 Crystal Drive
Oakmont, PA 15139-1051

Murtagh, Hobaugh & Cech
Att: Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

Marshall Dennehey Warner Coleman & Goggin
Union Trust Building / Att: Dennis Roman
501 Grant Street, Suite 700
Pittsburgh, PA 15219



Joe Myers

The attached **Rule 1925(b) Order** by Appellee Cunningham dated 1-2-20 is illegal because Cunningham did not have a legal right to make the Order because he is a named Defendant in the aforementioned Butler County court filings and is named as an Appellee in the **Notice of Appeal** filed by Plaintiff/Appellant Myers (Case No.: 1892 WDA 2019). Also the **Rule 1925(b) Order** was not time-date stamped by Butler County Prothonotary until 1-6-20 and Appellant Myers never received it in the mail until days later which has taken time off the 20 days for Myers to file.

Also in the **Notice of Appeal** (Case No.: 1892 WDA 2019) it is very clear that Appellee Cunningham knew that Cunningham was not allowed to give the OPINION/ORDER in Butler County (NO. A.D. No. 19-10516) dated 11-21-19 because Cunningham was named a Defendant by Appellant Myers in his court filing (NO. A.D. No. 19-10516) dated 10-29-19 and Cunningham even referenced that in his FRAUDULANT OPINION/ORDER dated 11-21-19.

Appellant Myers is working on the **Concise Statement** and would like to know if this is to be sent to the Superior Court or the Butler County Court since Appellee Cunningham cannot be part of this case because it is a **Conflict of Interest** and because all Butler County judges recused themselves from this case in the attached **Order** dated 9-5-19.

The recent **Notice of Appeal** (Case No.: 1892 WDA 2019) by Appellant Myers has clearly stated Defendant/Appellee Cunningham's judicial abuse which made it illegal for Cunningham to even file **Rule 1925(b) Order** which is **FRAUD**.

Title 42 Section 722. Direct appeals from courts of common pleas.

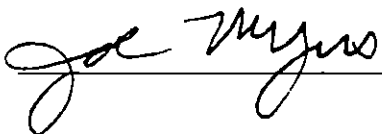
The Supreme Court shall have exclusive jurisdiction of appeals from final orders of the courts of common pleas in the following classes of cases:

(3) Matters where the qualifications, tenure or right to serve, or the **manner of service, of any member of the judiciary is drawn in question**. (Emphasis added)

Every court filing by Appellant Myers has always been about **Constitutional Law** (which is **substantive law**) and **NOT** about procedural process which Appellee Cunningham has ignored.

Appellant Myers requests the Superior Court to order Appellee Cunningham to **Cease and Desist** from any further Orders and to bring sanctions against Cunningham for his judicial abuse, overreach, fraud and corruption.

Dated this 17th day of January, 2020



Joe Myers pro se
12137 Emerald Green Court
Jacksonville, FL 32246
Phone: 904-254-6472
Email: joemyers7@icloud.com

JOE MYERS,

Plaintiff
v.

TIMOTHY F. MCCUNE, JOSEPH
CHIVERS, JACK W. MURTAUGH, JR.,
GRAYDON BREWER, CARL V. NANNI,
JACK LEWIS, JIM GALLAGHER, HANK
LEYLAND, GREG LOVERCHECK,
EDWARD TASSEY, AK STEEL, UAW
(formerly Butler Armco Independent
Union),

Defendants

IN THE COURT OF COMMON PLEAS
OF BUTLER COUNTY, PENNSYLVANIA

NO. A.D. No. 19-10516

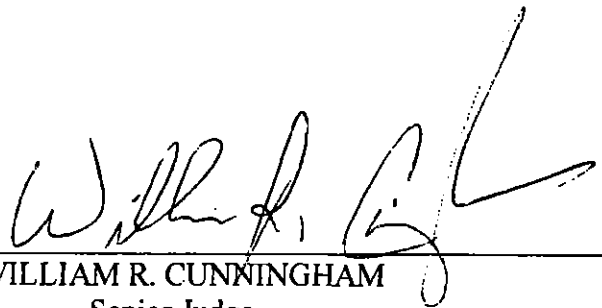
W. R. Cunningham
2020 JAN - 6 PM 1:39
FILED
CLERK OF COURT
BUTLER COUNTY, PA

RULE 1925(b) Order

And now, this 2nd day of January, 2020, it is hereby Ordered that the Plaintiff shall file a Concise Statement of Matters Complained of on Appeal (Concise Statement) on or before twenty (20) days from the date of filing of this Order.

The Plaintiff is advised that the purpose of a Concise Statement is to identify all issues the Plaintiff intends to present on appeal. The failure of the Plaintiff to timely file a Concise Statement means that he has not preserved any issues for appellate review. The failure of the Plaintiff to timely include an issue in a Concise Statement means the Plaintiff has not preserved that issue for appellate review.

SO ORDERED.



WILLIAM R. CUNNINGHAM
Senior Judge

IN THE COURT OF COMMON PLEAS OF BUTLER COUNTY, PENNSYLVANIA

JOE MYERS : CIVIL DIVISION
vs. : CASE NO. 19-10516
: SCHEDULING ORDER

TIMOTHY F. MCCUNE, JOSEPH
CHIVERS, JACK W. MURTAUGH JR.,
GRAYDON BREWER, CARL V. NANNI,
JACK LEWIS, JIM GALLAGHER,
HANK LEYLAND, GREG LOVERICK,
EDWARD TASSEY, AK STEEL et.al.

PROBATION DEPARTMENT
OFFICE-SCOTTEN CO.
ENTERED FILED
2019 SEP -9 A 10:11
William R. Cunningham
PROthonotary

ORDER

And now, this 5th day of September, 2019, it is hereby ORDERED that oral argument shall be held before the undersigned on all Preliminary Objections of the Defendants on October 22, 2019 at 11:00 am at the Butler County Courthouse.

Any party wishing to waive oral argument and rest on the pleadings may do so by contacting Butler County Court Administrator Candace Graff on or before October 8, 2019 at phone number 724-284-5200

Any party wishing to appear telephonically may do so provided the party makes the appropriate arrangements with Butler County Court Administrator Candace Graff on or before October 8, 2019 at the above number.

SO ORDERED

William R. Cunningham

WILLIAM R. CUNNINGHAM, Senior Judge¹

9-9-19
C448

¹ Because of the recusal of the judges of the Butler County Court of Common Pleas, this Court was assigned to preside in this matter by the Supreme Court of Pennsylvania.

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing MOTION FOR RELIEF and MOTION FOR EXTENSION FOR RULE 1925(b) ORDER was served on the following via U.S. Mail, First-Class, this 17th day of January, 2020.

William Cunningham
500 N. Jefferson St.
Kittanning, PA 16201-1228

Frost Brown Todd LLC
Union Trust Building / Att: Nicholas J. Koch
501 Grant Street, Suite 800
Pittsburgh, PA 15219

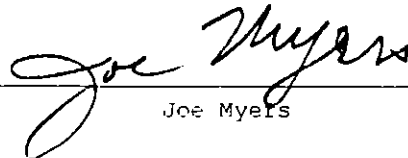
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Att: Adam Hobaugh
110 Swinderman Road
Wexford, PA 15090

Marshall Dennehey Warner Coleman & Goggin
Union Trust Building / Att: Dennis Roman
501 Grant Street, Suite 700
Pittsburgh, PA 15219



Joe Myers

JOE MYERS,

Plaintiff
v.

TIMOTHY F. MCCUNE, JOSEPH
CHIVERS, JACK W. MURTAUGH, JR.,
GRAYDON BREWER, CARL V. NANNI,
JACK LEWIS, JIM GALLAGHER, HANK
LEYLAND, GREG LOVERCHECK,
EDWARD TASSEY, AK STEEL, UAW
(formerly Butler Armco Independent
Union),

Defendants

IN THE COURT OF COMMON PLEAS
OF BUTLER COUNTY, PENNSYLVANIA

PROthonotary's
OFFICE-BUTLER CO.
ENTERED & FILED
2019 NOV 21 A 10:45
K. M. McNamee
19-10516

NO. A.D. No. 19-10516

OPINION

The presenting matters are the Preliminary Objections to the Plaintiff's Complaint filed by various Defendants. For the reasons explained hereafter, the Preliminary Objections are GRANTED *en toto* such that this case is DISMISSED with prejudice against the objecting Defendants.

PROCEDURAL HISTORY

The Plaintiff's pro se Complaint, filed on May 29, 2019, is largely indecipherable in terms of presenting a factual or legal basis for a claim against any of the Defendants. To the extent a factual picture can be ascertained from Plaintiff's rambling references to his constitutional rights, it appears the Plaintiff was terminated from his employment with AK Steel on April 10, 2001. *Plaintiff's Complaint, p.4.* With the assistance of his union representatives, the Plaintiff challenged the basis for his termination before an arbitrator. On November 29, 2011, the arbitrator upheld the Plaintiff's termination.

As the public records reflect, the Plaintiff subsequently filed a lawsuit on April 22, 2004 in the Butler County Court of Common Pleas against AK Steel Corporation and Butler Armco Independent Union, U.A.W. (hereafter Union). The case was then removed by the Defendants to the federal district court and docketed at Civil Action No. 04-674 in the United States District Court for the Western District of Pennsylvania. The case was reviewed by the federal court pursuant to the preempting law, the Labor Management Relations Act (“LMRA”), 29 U.S.C. Section 185(a).

Plaintiff’s lawsuit claimed that the Union representatives failed to adequately represent him regarding his discharge, specifically for refusing to appeal the arbitrator’s ruling. In Plaintiff’s view, there was a breach of contract by his Union representatives. Plaintiff also alleged a breach of contract against AK Steel Corporation in addition to a state law fraud claim. The gravamen of the Plaintiff’s case was the contention that the defendants committed fraud by failing to inform him that the arbitrator’s ruling was unappealable and that he had a six-month window time to file an unfair labor practice claim.

By Opinion and Order dated October 4, 2004, the Honorable Judge Donetta W. Ambrose, then the Chief U.S. District Judge for the Western District of Pennsylvania, dismissed all of the Plaintiff’s claims as time-barred. The Plaintiff’s appeal to the Third Circuit Court of Appeals resulted in the affirmance of the trial court’s ruling by Opinion/Order filed December 8, 2005. *See Myers v AK Steel Corporation*, 156 F. App. 528 (3d Cir. 2005).

On May 29, 2019, Plaintiff filed the case *sub judice* in the Butler County Court of Common Pleas. The original named Defendants were Timothy F. McCunc, Joseph M. Chivers, Jack W. Murtaugh, Jr., Graydon Brewer, Carl V. Nanni, Jack Lewis, Jim Gallagher, Hank Leyland, Greg Loverick, Edward Tasse, AK Steel, UAW (formerly Butler Armco Independent Union).

Defendant Timothy F. McCune was sued in his capacity as Butler County District Attorney. However, at the time this lawsuit was filed, Timothy F. McCune was serving as a member of the Butler County Court of Common Pleas. By Order dated June 25, 2019, by the Honorable Judge William Shaffer, President Judge, the Butler County bench was recused from this case. Thereafter, the undersigned was appointed by the Pennsylvania Supreme Court by Order dated July 24, 2019 to preside in this matter.

The Defendants who have filed Preliminary Objections are Plaintiff's former employer, AK Steel, Plaintiff's Union and Union representatives. Oral argument was held on October 22, 2019, with all necessary parties participating, including the Plaintiff. It was an opportunity for all parties to make their positions clear. A court reporter recorded the proceeding.

The Plaintiff had ample time to amend his Complaint to address any issues raised in the Preliminary Objections and failed to do so. Most of the reasons for granting the Preliminary Objections overlap for all Defendants, while there are specific reasons related to certain Defendants.

TIMOTHY F. MCCUNE

Plaintiff is suing Timothy F. McCune for his alleged failure to prosecute people who were involved in the termination of his employment with AK Steel. His claim is baseless for a host of legal and factual reasons.

As a matter of law, the Plaintiff does not have standing to sue McCune for failing to prosecute a fellow citizen. It has long been the law that a private citizen cannot sue the prosecutor for exercising the core function of making prosecutorial decisions. According to the United States Supreme Court, "a private citizen lacks a judicially cognizable interest in the prosecution or nonprosecution of another." *Linda R.S. v. Richard D.*, 410 U.S. 614, 619 (1973).

The rationale is based on the need for prosecutors to exercise independent professional judgment grounded on the facts and law without regard to whether private citizens can file suit. It also prevents private citizens from seeking revenge on a perceived enemy by attempting to coerce a prosecutor to file a criminal charge for fear of civil liability.

For the above reasons, among others, prosecutors are given immunity from civil liability for claims against them in state and federal court. In Pennsylvania, the doctrine of high public official immunity precludes the Plaintiff's claim against McCune. *Durham v McElynn*, 772 A.2d 68, 68 (Pa. 2001). Under federal law, a prosecutor has absolute immunity from civil liability. *Kulwicki v. Dawson*, 969 F.2d 1454 (3d Cir. 1992). "The decision to initiate a prosecution is at the core of a prosecutor's judicial role. A prosecutor is absolutely immune when making this decision, even when he acts without a good faith belief that any wrongdoing occurred." *Id.*, p. 1463. Accordingly, McCune is immune from any state or federal civil claim the Plaintiff can assert.

Assuming *arguendo* that Plaintiff could sue McCune, his Complaint fails to establish a legal or factual basis for any claim. The lone factual allegation in Plaintiff's Complaint is that McCune stated "I have no opinion regarding your claims with AK Steel." *Complaint*, p. 7. From this alleged statement, the Plaintiff, without any basis, leaps to the conclusion that McCune "turned a blind eye" to prosecuting anyone. *Id.* The Plaintiff fails to identify who should have been prosecuted. Further, Plaintiff never identified what specific crimes were committed that should have been prosecuted by McCune.

Separately, Plaintiff fails to provide any reason why he waited over eighteen years to sue McCune. The Plaintiff cannot, as a matter of law, identify any civil claim against McCune that was still within any state or federal statute of limitations when this lawsuit was filed on May 29, 2019.

Lastly, Plaintiff's Complaint does not identify what relief he seeks against McCune. The only demand that Plaintiff asserts is that McCune lose his law license. This lawsuit is not the proper forum for such a demand.

Based on the foregoing, the law does not afford Plaintiff any relief against McCune.

DEFENDANTS UAW LOCAL 3303, JAMES C. GALLAGHER, HANK LEYLAND, JOHN MURTAUGH Jr, GREG LOVERICK, CARL V. NANNI AND JACK LEWIS

These Defendants are comprised of the Plaintiff's Union, Union officials and/or Plaintiff's co-workers. Giving the Plaintiff the benefit of all favorable inferences in his Complaint, it is still unclear what causes of action Plaintiff asserts against these Defendants.

It is undisputed the Plaintiff was a member of the Union he now is suing. In addition, there was a Collective Bargaining Agreement (CBA) entered into by AK Steel Corporation and the Union, pursuant to which Plaintiff was bound as a member of the Union. As the Plaintiff's litigation in federal court established, the rights and remedies he possessed pursuant to the CBA were governed by the LMRA. Given these uncontestable circumstances, there are at least the following legal reasons why the Plaintiff cannot establish a claim against any of these Defendants.

A) COLLATERAL ESTOPPEL

AK Steel Corporation and the Butler Armco Independent Union, U.A.W. were named parties in the Plaintiff's unsuccessful litigation in federal court. In the present lawsuit, Plaintiff identifies as a Defendant, "U.A.W. (formerly Butler Armco Independent Union)". Hence, the present Union is the successor to the union defendant in Plaintiff's prior litigation.

As a result, the Plaintiff is collaterally estopped from litigating any issues in this case that were previously litigated between these parties. At a minimum, these issues include the fact that all of the Plaintiff's claims against these Defendants under the LMRA are time-barred according to the Third Circuit Court of Appeals Order in 2005. Nothing Plaintiff alleges in this lawsuit, nor could he allege if permitted to amend his Complaint, can change those facts.

B). FEDERAL OR STATE STATUTE OF LIMITATIONS

Giving the Plaintiff the benefit of an inference that his claims are not pursuant to the LMRA, he has yet to articulate any claim that is within any federal or state statute of limitations. To the extent there are any factual averments within the Plaintiff's Complaint, all of the activity which he mentions occurred in 2001. Plaintiff was fired by AK Steel on April 10, 2001. The arbitrator upheld his dismissal by a decision dated November 29, 2001.

As the federal courts found, since 2001, the Plaintiff has known what he needed to know to timely file a lawsuit against AK Steel and/or the U.A.W. Further, the federal courts found that none of the Defendants engaged in any fraudulent behavior that impeded the Plaintiff's ability to timely file a lawsuit.

Then, as now, the Plaintiff fails to allege any basis for an equitable tolling of the statute of limitations for any federal or state claims against the present Defendants. The Plaintiff waited for over eighteen years to file the current lawsuit against these Defendants. To let this lawsuit proceed, and force the Defendants to incur additional expenses as well as the unnecessary use of judicial resources, is unjust when this case can be resolved as a matter of law.

C.) THESE DEFENDANTS ARE NOT STATE ACTORS

Giving the Plaintiff the benefit of a far-fetched inference that his Complaint alleges a factual basis that somehow these Defendants violated his right to a jury trial in his federal litigation, he still cannot establish a legal claim as a matter of law.

It has long been a bedrock constitutional principle that private actors, such as the Defendants herein, cannot be liable for a constitutional violation. Rather, only those who are acting pursuant to state authority can be liable for violating a citizen's constitutional rights. The Fourteenth Amendment to the United States Constitution provides in relevant part:

“No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.”

The Fourteenth Amendment applies to conduct characterized as “state action.” *Lugar v Edmondson Oil Company Inc. and Barbour*, 457 U.S. 2744, 2746 (1982).

The statutory embodiment of this principle is found in Title 42 U.S.C. Section 1983, which grants a remedy to a private citizen for a violation of a constitutional right which takes place “under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory...” *Id.*

The Supreme Court of the United States eloquently described the distinction between the liability of a state actor and a private citizen as follows:

“In 1883, this Court in the *Civil Rights Cases*, 109 U.S. 3 (3 S.Ct. 18, 27 L.Ed. 835), affirmed the dichotomy set forth in the Fourteenth Amendment between the deprivation by the state, subject to scrutiny under its provisions, and private conduct, ‘however discriminatory or wrongful,’ against which the Fourteenth Amendment offers no shield.”

Jackson v. Metropolitan Edison Co. 419 U.S. 345, 349 (1974).

Nothing Plaintiff has alleged in his Complaint, or could allege in any amended complaint, can establish the Defendants were state actors liable for the violation of any of the Plaintiff's constitutional rights.

D.) THE RIGHT TO A JURY TRIAL IN A CIVIL CASE IS NOT ABSOLUTE

One consistent theme of the Plaintiff's Complaint is his insistence that he has a right to a jury trial without any interference by the Defendants or the Court. By the authorities he cites, it is unclear in what setting he creates any claim against these Defendants for a violation of his right to a jury trial.

The Plaintiff was never the subject of a criminal prosecution. Hence, his reliance on *Miranda v. Arizona*, 384 U.S. 432 (1966) is irrelevant. Instead, the Plaintiff has been involved in three separate civil proceedings, including this case, all of which he initiated as the moving party.

First was the arbitration case, which Plaintiff lost in 2001. Next was the civil lawsuit he filed in 2004 against these parties, which was dismissed by federal judges prior to trial. In these two proceedings, none of the Defendants had any authority to deny the Plaintiff his right to a jury trial. The arbitrator's ruling was entered pursuant to the procedure set forth in the CBA under which it was brought. The federal judges had the legal authority to dismiss the Plaintiff's case short of a jury trial because his claims were time-barred.

At oral argument in this case, this Court, at least twice, tried to explain to the Plaintiff that his right to a jury trial in a civil proceeding was not absolute. Plaintiff was informed his claims were reviewable by a court to determine whether there was a factual and legal basis to allow any viable causes of action to go to trial.

The Plaintiff fails to acknowledge or accept the fact that when he chose to invoke the jurisdiction of this Court by filing the instant case, he was subject to all of the procedural and substantive laws binding upon all moving parties. Inherent within the civil process is the gatekeeping function of a judge to dismiss a case that fails to establish a legal or factual basis for a jury trial.

As the record in this case establishes, it is clear as a matter of law that the Plaintiff has not set forth, nor can he establish by any amended Complaint, a viable cause of action against any of these Defendants. Thus, it is incumbent upon this Court, as the gatekeeper, to grant the Preliminary Objections of the Defendants and dismiss this case with prejudice.

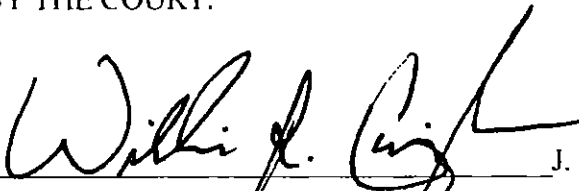
CONCLUSION

Plaintiff's Complaint (as well as his other filings) are based on a misguided belief that he can sue anyone at any time for any reason and demand that nothing can be done to prevent him from having a jury try the case.

The record is clear that the Plaintiff has not and cannot by amendment establish a legal claim against any of the Defendants discussed herein.

BY THE COURT:

DATE: 11-21-19


SR. JUDGE WILLIAM R. CUNNINGHAM J.

CERTIFICATE OF SERVICE

I, the undersigned, certify that the foregoing Concise Statement of Matters Complained of on Appeal was served on the following via U.S. Mail, First-Class, this 4th day of February, 2020.

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