

GRIEVANCE RECORD
AK STEEL – BUTLER WORKS AND
BUTLER ARMCO INDEPENDENT UNION

Exhibit 19

JX-4
Chole 4/12/01

Grievance No. BU-01-118

The Basic Agreement provides that within ten (10) days of the date a grievance is appealed to Step III or filed directly into Step III the information called for on this form must be completed. Each party should fully complete the portion of the form which is applicable to them. If additional space is needed for any item, use a separate attached sheet.

1. Date written statement of the grievance was filed in Step III or date grievance was appealed from Step II to Step III April 12, 2001

2. a. What provisions of the Agreement are alleged by the Union to have been violated and the reason or reasons for this position?

Article IV-A-1 and 2 -- Discrimination.

Article IX-A-1 -- Discipline issued without just cause and due consideration.

2. b. Why is the Company taking the position that the above cited provisions have not been violated?
Management properly exercised its Article IV rights in issuing the grievant a five-day suspension with intent to discharge which was subsequently affirmed for the reasons specified in the disciplinary letter dated April 5, 2001 and the Works Management letter dated April 10, 2001. This was done without violating any provisions of the Basic Agreement including the grievant's rights and without discriminating against the grievant. An investigatory meeting was conducted in accordance with the Basic Agreement, and all the facts and circumstances were considered before the discipline was issued. The discipline was issued with just cause and after due consideration.

3. The Union should state the full remedy being sought.

The five-day suspension with intent to discharge revoked and expunged from the grievant's record and to be made whole in all respects.

- a. The Union and the Company should list below all of the undisputed facts involved.
 - 1) *Joe Myers was issued a five-day suspension with intent to discharge on April 5, 2001, by Edward Tassej for alleged violations as detailed in Mr. Tassej's letter dated April 4, 2001.*
 - 2) *On March 22, 2001, grievant's assignment was to haul rolls 6:30 a.m. to 2:30 p.m.*
 - 3) *On March 23, 2001, grievant's assignment was to drive CRNO truck hauling electrical product to Hilltop 6:30 to 2:30 p.m.*
 - 4) *On March 21, 2001, grievant's assignment was on mobile equipment.*

4. b. The Union should list the facts that they consider are in dispute and their version of the facts.
 - 1) *On Thursday, March 22, 2001, grievant received permission from the clerk to use copier in Locomotive Shop. This is the practice.*
 - 2) *Grievant did not refuse to haul coils within the CDL load limits.*
 - 3) *On Friday, March 23, 2001, made copies of letter, went with Andy Hohn and Don Monteleone to Tom Ayres' office. Ayres was not in, went back to truck garage at 7:10 a.m., meet Tassej. Ed asked Joe what he was going to do. Joe said I will haul CDL limits.*

4. c. The Company should list the facts that they consider are in dispute and their version of the facts.
 - 1) *The "CDL load limit" which the Union references is not applicable to hauling within the plant. The load limit within the plant is the weight capacity of the trailer being used.*
 - 2) *The grievant had repeatedly been instructed to follow established in-plant procedures. These instructions include when hauling in the plant he was 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.*
 - 3) *In spite of being instructed otherwise, the grievant admittedly spent time on March 22, 2001, to determine whether the truck he was assigned to operate could haul rolls according to his interpretation of "legal limits" -- the weight requirements pertaining to public highways.*
 - 4) *On March 23, the grievant refused to haul coils within the plant in the manner directed.*
 - 5) *On both days, March 22 and March 23, the grievant was away from the job without permission.*
 - 6) *Also, the grievant used Company time, material, and equipment to copy and distribute a personal letter.*

5. State any additional facts either party considers important to the grievance.

For grievances appealed from Step II to Step III, state below the Superintendent's response at Step II and the reasons on which his position was based.

Not Applicable.

7. All documentation which either party is relying on should be listed below and copies attached. Any additional information discovered subsequent to the Step III hearing is to be furnished to the other party immediately, but not later than seven (7) days in advance of arbitration, unless otherwise agreed to.

- ✓ (a) Myers verbal warning dated July 9, 1998 on not securing load from R. Bofinger (UNION)
- ✓ (b) Notice dated July 12, 1999 by R. Bofinger - Vehicle combined gross weight limits to truck drivers (UNION)
- (c) Certified letter to Mr. Gonce dated March 1, 2001 from Dennis Moskal (UNION)
- (d) Investigatory meeting for grievant by Tassej and Vensel for Silicon incident December 14, 2001, 11-7 turn (UNION)
- ✓ (e) Daily Contact Record of March 22, 2001 (UNION)
- (f) Armco Safety and Security Handbook, pages 76, 77, 78 and 79 (UNION)
- (g) Myers five-day suspension with intent to discharge letter dated April 5, 2001 (UNION)
- (h) Myers Works Management letter dated April 10, 2001 (UNION)
- ✓ (i) Truck schedule for week ending March 24, 2001 (UNION)
- ✓ (j) JSHA Trucks - 600B - Electrical Steel Coils (COMPANY)
- ✓ (k) Document dated March 21, 2001 signed by Joe Myers (COMPANY)
- ② ✓ (l) Myers three-day suspension letter dated July 28, 2000 (COMPANY)

The foregoing record accurately sets forth the position of each party and the reasons each party feels their position to be correct.


Company Representative


Grievance Chairman or Designee

Date: 6-1-01

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