



October 16, 2012

VIA ELECTRONIC MAIL

The Honorable Dennis L. Phillips
Administrative Law Judge
Occupational Safety and Health
Review Commission
One Lafayette Center
1120 20th Street, NW Room 990
Washington, DC 20036-3457

Re: Secretary v. U.S. Steel Corporation and USW Local 1557 and its successors,
OSHRC Docket No. 11-0361, Region III

Dear Judge Phillips:

Please find attached the Stipulation and Settlement Agreement, along with Appendices A and B, in the above referenced matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Peter J. Vassalo", written in a cursive style.

Peter J. Vassalo
Attorney for the Secretary of Labor

Enclosure

cc: Jonathan Snare, Esq.
Emily Bieber, Esq.
Paul Thomas, USW Local 1557

**UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION**

HILDA SOLIS, SECRETARY OF LABOR,	:	
UNITED STATES DEPARTMENT OF LABOR,	:	
	:	OSHRC Docket No. 11-0361
Complainant,	:	
v.	:	
	:	
U. S. STEEL CORPORATION,	:	Inspection No. 314109232
	:	
Respondent, and	:	
	:	
UNITED STEEL WORKERS, LOCAL 1557	:	
	:	
Authorized Employee Representative.	:	

STIPULATION AND AGREEMENT

I.

Scope and Intent of Agreement

A. Complainant, Hilda Solis, Secretary of Labor, United States Department of Labor, through the Occupational Safety and Health Administration (“OSHA”), Respondent, United States Steel Corporation (“U. S. Steel”), and Authorized Employee Representative, United Steel Workers, Local 1557, agree to a full and complete settlement of the contested citations, proposed penalties and abatement dates referenced by OSHA Inspection Number 314109232 and Occupational Safety and Health Review Commission (“OSHRC”) Docket Number 11-0361.

B. The Parties agree that the terms of this stipulation and agreement (“Agreement”) apply to U. S. Steel’s coke-making operations, and the specific hazards that may be associated with coke oven gas in such operations, at the Clairton Plant, 400 State Street, Clairton, Pennsylvania 15025, and Granite City Works, 1951 State Street, Granite City, Illinois 62040. In

addition, over and above the requirements of this Agreement, U. S. Steel intends to implement the Isolation, Purging, and Re-Introduction of Gas Safety Standard Practices (“IPR Standard Practices”) and the Hazardous Job Meeting Safety Standard Practice (“HJM Standard Practice”), as set forth in the attached appendices A and B, at U. S. Steel’s coke-making operations that are located in states that have assumed authority for the enforcement of OSHA Standards under a state plan pursuant to Section 18 of the Act (“State OSHA jurisdictions”). OSHA agrees that it shall encourage the state plan officials in these states to enter into agreements with U. S. Steel that apply the terms of this Agreement to U. S. Steel’s coke-making operations within the jurisdictions of such state OSHA plans.

II.
Amendment of the Citations

- A. The parties agree that the citations described below are amended by this Agreement to include the full terms of this Agreement including the abatement actions, dates, incident descriptions, and time frames stated herein.
- B. Serious Citation No. 1, Item 1 remains as issued, with a penalty of \$7,000.
- C. Serious Citation No. 1, Item 2 is vacated.
- D. Serious Citation No. 1, Item 3 remains as issued, and the penalty is amended to \$1500.
- E. Willful Citation No. 2, Item 1a, is amended to a classification of Repeat, with a penalty of \$70,000, and incident description of “procedures were not developed and utilized to control, isolate and purge the specific hazards associated with coke oven gas that existed during the attempted isolation of the B Battery Preheater on July 14, 2010.”

- F. Willful Citation No. 2, Item 1b, is vacated.
- G. The total penalty for all citations as amended by this Agreement is \$78,500.

III
Withdrawal of Notice of Contest and Entry of Final Order

In settlement of these disputed issues, U. S. Steel hereby withdraws its notice of contest to the citations, proposed penalties and abatement dates, as amended and set forth herein, and the parties agree to the entry of a final enforceable order of the OSHRC consistent with the terms of this Agreement.

IV.
Payment of Penalties

U. S. Steel will pay the total penalty of \$78,500 within thirty (30) days of the Administrative Law Judge's approval of this Settlement Agreement. U. S. Steel shall tender payment to the U.S. Department of Labor, OSHA, in care of:

Pittsburgh Area Office
U.S. Department of Labor – OSHA
William Moorhead Federal Building, Room 905
1000 Liberty Avenue
Pittsburgh, PA 15222

The check shall be made payable to "U.S. Department of Labor - OSHA."

V.
Implementation of Isolation, Purging, and Re-Introduction of Gas Safety Standard Practices and the Hazardous Job Meeting Safety Standard Practice

A. U. S. Steel agrees to implement the IPR Standard Practices and the HJM Standard Practice, as set forth in Appendices A and B, with respect to coke-making operations at its Clairton, Pennsylvania and Granite City, Illinois facilities upon execution of this Agreement.

B. U. S. Steel agrees that, in the future, it will not rely on the nitrogen gas blanketing procedure identified in the Hazardous Job Procedure and Addendum used in the attempt to isolate the B Battery Preheater at Clairton, Pennsylvania on July 14, 2010 for the control of hazardous energy related to the release of flammable or combustible gas. However, U. S. Steel may utilize nitrogen gas in connection with the control of hazardous energy, so long as it is used in a manner consistent with applicable IPR Standard Practices.

C. OSHA agrees that implementation of the IPR Standard Practices and HJM Standard Practice, as set forth in Appendices A and B, constitute full and complete abatement of the alleged violation of 29 C.F.R. 1910.147(c)(4)(i) in Citation 2, Item 1a, as amended herein. OSHA and U.S. Steel agree that the development, documentation, and use of procedures that are compliant with the IPR Standard Practices as set forth in Appendix A of this agreement shall fully satisfy the requirements set forth in 29 C.F.R. 1910.147(c)(4)(i) with respect to the control of hazardous energy associated with gas.

VI.

Abatement Certification and Documentation

A. Pursuant to 29 C.F.R. 1903.19, within ten (10) days after final implementation of the IPR Standard Practices and HJM Standard Practice, U. S. Steel must certify abatement. U. S. Steel must submit abatement documents within thirty (30) days of final implementation to OSHA demonstrating that abatement is complete.

B. The certification and document submission will be mailed to the Occupational Safety and Health Administration, c/o:

Pittsburgh Area Office
U.S. Department of Labor - OSHA
William Moorhead Federal Building, Room 905
1000 Liberty Avenue
Pittsburgh, PA 15222
Union Address:
United Steel Workers, Local 1557
332 State Street
Clairton, PA 15025

C. Pursuant to 29 C.F.R. 1903.19(g), U. S. Steel must notify employees and their authorized employee representatives of abatement activities in accordance with this regulation.

VII.
Non-Admission

Neither this Agreement nor U. S. Steel's consent to entry of a final order by the OSHRC pursuant to this Agreement constitutes any admission by U. S. Steel of a violation of the OSH Act or regulations or standards promulgated thereunder. By entering into this Agreement, U. S. Steel does not admit the truth of any alleged facts, any of the characterizations of U. S. Steel's alleged conduct, or any of the conclusions set forth in the citations or amended citations issued in this matter. This Agreement shall not be offered, used or admitted in evidence in any proceeding or litigation, whether civil or criminal, other than proceedings brought by the United States government. The parties are entering into this Agreement for the sole purpose of amicably settling the citations in this case and nothing in this Agreement shall limit, restrict, or prejudice in any manner whatsoever future actions or defenses of either Complainant or Respondent.

VIII.
Modification of Abatement

If U. S. Steel is unable to meet any term contained within this Agreement, or if U. S. Steel desires to modify or adjust any term established by this Agreement, U. S. Steel shall notify OSHA and the authorized employee representative and state any reason for the inability to meet a term and shall state why a modified or adjusted term is needed. U. S. Steel may request a meeting prior to filing a petition for modification of abatement under 29 C.F.R. 1903. 14a. If U. S. Steel requests a meeting, OSHA shall promptly meet with U. S. Steel to determine whether it will object to any requested extension. An authorized employee representative shall have the right to attend any such meeting. U. S. Steel agrees to furnish OSHA with such information that OSHA determines may be relevant to evaluate U. S. Steel's request.

IX.
Inspections

U. S. Steel agrees to permit OSHA to enter into and conduct inspections at U. S. Steel's Clairton, Pennsylvania and Granite City, Illinois coke-making operations to verify compliance with this Agreement. U. S. Steel shall not require warrants for entry by OSHA and shall not require subpoenas for access to documents, witnesses, or other information related to compliance with this Agreement. The scope of the OSHA inspections shall be limited to the verification of compliance with this Agreement, unless other noncompliant conditions are observed in the plain view of an OSHA compliance officer during inspection.

X.
Costs

Each party agrees to pay its own attorneys' fees, costs, and other expenses incurred by such party in connection with any stage of the above-referenced proceeding including, but not

limited to, attorneys' fees that may be available under the Equal Access to Justice Act, as amended.

XI.
Notice and Communications

All notices and communications shall be to the following persons at the following addresses:

OSHA
Pittsburgh Area Office
U.S. Department of Labor-OSHA
William Moorhead Federal Building, Room 905
1000 Liberty Avenue
Pittsburgh, PA 15222

U. S. Steel
United States Steel Corporation
400 State Street
Clairton, PA 15025

Michael P. Duff
United States Steel Corporation
General Attorney – Labor and Safety
600 Grant Street, 15th Floor
Pittsburgh, PA 15219

United Steelworkers, Local 1557
United Steelworkers, Local Union 1557
332 State Street
Clairton, PA 15025

XII.
Failure to Abate

Failure to comply with this Agreement is grounds for notice of failure to abate under Section 10 of the OSH Act.

XIII.
Service and Posting

A. U. S. Steel certifies that the names and addresses of all authorized employee representatives of affected employees are: Paul Thomas, President, United Steelworkers, Local

Union 1557, 332 State Street, Clairton, PA 15025; and Lisa Fleckenstein, President, Local 1408, United Steelworkers, Local 1408, 4806 Second Street, McKeesport, PA 15132.

B. Pursuant to OSHRC Rules 7 and 100, 29 C.F.R. Parts 2200.7 and 2200.100, U. S. Steel served a copy of this Agreement on the following authorized representatives of its employees by postage prepaid first-class mail, by electronic transmission, or personal delivery on or before October 19, 2012: Paul Thomas, President, United Steelworkers, Local Union 1557, 332 State Street, Clairton, PA 15025; and Lisa Fleckenstein, President, Local 1408, United Steelworkers, Local 1408, 4806 Second Street, McKeesport, PA 15132.

C. U.S. Steel certifies that there are no other unions representing the affected employees of U.S. Steel, except for those set out above.

D. Pursuant to OSHRC Rules 7 and 100, 29 C.F.R. Parts 2200.7 and 29 CFR 2200.100, U. S. Steel served a copy of this Agreement on unrepresented employees by posting this document, along with a written summary of the abatement measures, where the citation is required to be posted on or before October 19, 2012.

XII.
No Alteration of Employee Rights

Nothing in this Agreement alters in any manner the rights afforded employees under the OSH Act.

NOTICE

Any party (including any authorized employee representative of affected employees and any affected employee not represented by an authorized employee representative) that has any objection to the entry of an order as set forth herein should communicate such objection within

ten (10) days of the posting of this Agreement to the Occupational Safety and Health Review Commission.

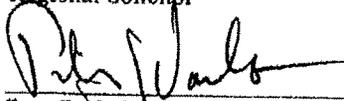
UNITED STATES STEEL CORPORATION

U.S. DEPARTMENT OF LABOR

M. Patricia Smith
Solicitor of Labor

Catherine Oliver Murphy
Regional Solicitor

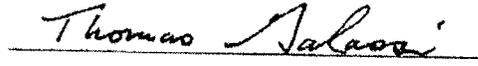

by: Michael P. Duff
General Attorney

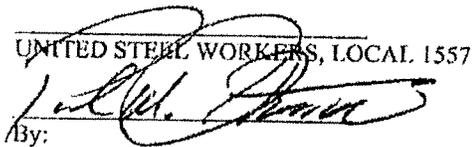

By: Gayle M. Green
Peter J. Vassalo

Attorneys for Complainant

Dated: 10/16/12

Thomas Galassi
Occupational Safety and Health Administration
Director of Enforcement Programs


Dated: 10/16/12

UNITED STEEL WORKERS, LOCAL 1557

By:
Authorized Employee Representative

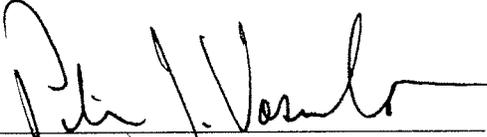
CERTIFICATE OF SERVICE

I hereby certify that copies of the Stipulation and Settlement Agreement were served by electronic mail, on this 16th day of October, 2012, upon the following:

Jonathan L. Snare
Morgan, Lewis & Bockius LLP
1111 Pennsylvania Avenue, NW
Washington, DC 20004

Emily A. Bieber
Morgan, Lewis & Bockius, LLP
1701 Market Street
Philadelphia, PA 19103-2921

Paul Thomas
United Steel Workers
District 10, Local Union 1557
332 State Street
Clairton, PA 15025


Peter J. Vassalo
Attorney for the Secretary of Labor

Secretary of Labor v. U.S. Steel Corporation
OSHRC Docket No. 11-0361
Stipulation and Settlement Agreement

Judge Phillips

Appendix A
Isolation, Purging, and Re-Introduction of Gas Safety Standard Practices

Filed Electronically on October 16, 2012