

# **PENSION AGREEMENT**

between

**EMPIRE IRON MINING PARTNERSHIP**

**TILDEN MINING COMPANY L.C.**

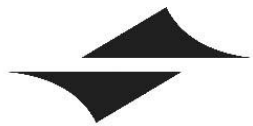
doing business together as

**CLEVELAND-CLIFFS MICHIGAN OPERATIONS**

and

**THE UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL, AND  
SERVICE WORKERS INTERNATIONAL UNION**

with



# **CLIFFS**

**SUMMARY PLAN DESCRIPTION**

**Effective October 1, 2022**

## GENERAL INFORMATION

### ***The Plan:***

The name of the plan under which benefits are provided is the Pension Plan for Hourly Employees of The Cleveland-Cliffs Iron Company and Its Associated Employers (the "Plan") as amended and restated October 1, 2022 (the Plan as so amended and so applicable is referred to in this General Information Section as the "2022 Plan"). Benefits under the 2022 Plan are provided pursuant to an Agreement between The Cleveland-Cliffs Iron Company and Its Associated Employers, 200 Public Square, Suite 3300 Cleveland, OH 44114, and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, 60 Boulevard of the Allies, Pittsburgh, PA 15222. The employer identification number assigned by the Internal Revenue Service is 34-0677332 and the Plan Number is 004. The plan is a defined benefit plan under the Employee Retirement Income Security Act (ERISA).

The plan is financed by The Cleveland-Cliffs Iron Company and Its Associated Employers through contributions to a trust fund which are held by the Trustee. The minimum amount of contributions made to the trust fund is established by law. The Company also pays the cost of administering the plan. Records of the plan are kept on a calendar year basis. An annual report giving detailed financial information about the plan is submitted to the Internal Revenue Service and the Department of Labor, and a summary of the report is provided to each participant. Benefits under the plan are provided by a trust set up with the Trustee, SEI Private Trust Company, One Freedom Valley Drive, Oaks, Pennsylvania, 19456. A Pension Committee established under the terms of the Plan is the Plan Administrator. The Plan Administrator has the responsibility to manage the plan and act in the interests of Plan Participants, and must carry out its duties in accordance with the fiduciary standards of ERISA. The telephone number for the Plan Administrator is (216) 694-5700. The Agent for Service of Legal Process under the Plan is General Counsel, The Cleveland-Cliffs Iron Company, 200 Public Square, Suite 3300, Cleveland, Ohio 44114.

### ***Employee Rights:***

As a participant in the plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

- Examine, without charge, at the plan administrator's office and at other specified locations, all plan documents including the 2022 Plan, the Trust Agreement, the collective bargaining agreement and copies of all documents filed by the plan with the U. S. Department of Labor, such as detailed annual reports and plan descriptions.
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal

retirement age (age 65 with five (5) years of continuous service) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing from the Plan Administrator and is not required to be given more than once a year. The Plan Administrator will provide the statement free of charge.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension benefit is denied in whole or in part you will receive a written explanation of the reason for denial. You have the right to appeal this denial in accordance with the provisions outlined on page 28.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$100 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U. S. Department of Labor, or you may file suit in a federal court.

The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. The telephone number for the Plan administrator is (216) 694-5700. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest Area Office of the U. S. Labor-Management Services Administration, Department of Labor.

***The Pension Benefit Guaranty Corporation:***

BENEFITS UNDER THIS PLAN ARE INSURED BY THE PENSION BENEFIT GUARANTY CORPORATION (PBGC) IF THE PLAN TERMINATES. Generally, the PBGC guarantees most vested normal age retirement benefits, early retirement benefits and certain disability and survivor’s benefits. However, PBGC does not guarantee all types of benefits under covered plans, and the amount of benefit protection is subject to certain limitations.

The PBGC guarantees vested benefits at the level in effect on the date of plan termination. However, if a plan has been in effect less than five years before it terminates or if benefits have been increased within the five years before plan termination, the whole amount of the plan’s

vested benefits or the benefit increase may not be guaranteed by the PBGC. In addition, there is a ceiling on the amount of monthly benefit that PBGC guarantees, which is adjusted periodically.

For more information on the PBGC insurance protection and its limitations, ask your Plan Administrator or the PBGC. Inquiries to the PBGC should be addressed to the Office of Communications, PBGC, 2020 K Street N.W., Washington D.C. 20005-4026. The PBGC Office of Communications may also be reached by calling (800) 400-7242.

Note: You have rights beyond the rights provided by ERISA as outlined above which arise from the Pension Agreement contained in this booklet.

## **FOREWORD**

This booklet contains the Pension Agreement between The Cleveland-Cliffs Iron Company as Managing Agent for Empire Iron Mining Partnership and Tilden Mining Company L.C., doing business together as Cleveland-Cliffs Michigan Operations (hereinafter referred to as the “Company”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (hereinafter referred to as the “Union”) which is effective October 1, 2022. This booklet also contains a description of the principal provisions of that Agreement (referred to in the description as “2022 Pension Agreement”). The 2022 Pension Agreement covers employees in bargaining units listed on Exhibit A, page 81. A covered employee becomes a “participant” under the terms of the Agreement when they attain age 21 and completes one year of continuous service, and upon becoming a participant they receive credit for all continuous service prior to participation.

This description is designed to explain to a participant the highlights of the 2022 Pension Agreement. The 2022 Pension Agreement is the only Governing Document. This description is not a part of the 2022 Pension Agreement and does not modify it or serve as an agreed interpretation of any provision of the 2022 Pension Agreement. This description was developed with reference to the circumstances applicable to most participants and does not fully cover less usual circumstances.

Pension, surviving spouse benefits and certain survivor options are provided under the 2022 Pension Agreement only with respect to participants accruing continuous service on or after October 1, 2022. The pension, surviving spouse’s benefit and survivor option provisions applicable to retirements or deaths prior to that date are governed by earlier pension agreements, the latest of which was the Pension Agreement dated October 1, 2018.

Every effort has been made to ensure that the benefits described in this booklet conform with the provisions of the Pension Agreement. In the event of any inconsistency between this booklet and the provisions of the Pension Agreement, the provisions of the Pension Agreement will govern. This booklet is not a Plan document, a contract, or an offer to enter into a contract. It does not convey any legal rights and does not vary or alter the Pension Agreement provisions. Your eligibility for any pension benefit depends on your satisfying the requirements of the Pension Agreement.

# TABLE OF CONTENTS

## SUMMARY PLAN DESCRIPTION OF PRINCIPAL PROVISIONS OF 2022 PENSION AGREEMENT

<b>SUMMARY OF BENEFIT TYPES</b>	<b>Page</b>
Types of Retirement on Pension .....	7
Surviving Spouse's Benefit.....	7
Survivor Options.....	8
<b>CALCULATION OF PENSION BENEFITS</b>	
Special Payment .....	9
Regular Pension.....	9
The Percent Pension.....	9
The Minimum Pension.....	10
Increased Pension - 30-Year Retirement and 62/15 Retirement .....	12
Increased Pension - 70/80 and Permanent Incapacity Retirements.....	12
Increased Pension - Rule-of-65 Retirement.....	12
Frozen Average Monthly Earnings .....	13
Possible Deductions.....	13
<b>BASIC PENSION REQUIREMENTS</b>	
Retirement Date .....	14
Continuous Service .....	14
<b>ELIGIBILITY AND AMOUNT OF PENSION</b>	
Normal Retirement .....	16
62/15 Retirement.....	16
30-Year Retirement .....	16
60/15 Retirement.....	16
Permanent Incapacity Retirement .....	17
70/80 Retirement.....	17
Rule-of-65 Retirement .....	18
Deferred Vested Pension .....	19
<b>ADMINISTRATIVE PROVISIONS</b>	<b>Page</b>

Application for Pension.....	21
Commencement and Termination of Pension.....	21
Effect of Reemployment on Pension.....	21
Qualified Domestic Relations Order (QDRO).....	21
<b>SURVIVING SPOUSE’S BENEFIT</b>	
Eligibility .....	22
Amount of Benefit.....	22
Application for Surviving Spouse’s Benefit.....	22
Commencement and Termination of Benefits.....	23
<b>SURVIVOR OPTIONS</b>	
Pre-Pension Spouse Coverage .....	24
Pre-Retirement Survivor Annuity Coverage .....	24
Automatic 50% Spouse Option.....	25
50% Joint and Survivor Pop-Up Option .....	25
75% Qualified Optional Survivor Annuity .....	25
Co-Pensioner Options (50% or 100%).....	25
General .....	26
<b>CONDITIONS UNDER WHICH BENEFITS WILL NOT BE PAID TO A PARTICIPANT, THEIR SURVIVING SPOUSE, OR THEIR CO-PENSIONER.....</b>	
	27
<b>APPEALS PROCEDURE .....</b>	
	28
<b>PENSION AGREEMENT .....</b>	
Table of Contents .....	30

## DESCRIPTION OF PRINCIPAL PROVISIONS OF THE 2022 PENSION AGREEMENT

### SUMMARY OF BENEFIT TYPES

#### ***Types of Retirement on Pension***

Pensions are provided for eight types of retirement. The age and continuous service requirements to qualify for the various types of retirement are specified below.

#### ***Normal***

Age 65 or over-at least five (5) years of continuous service.

#### ***62/15***

Age 62 to 65-at least 15 years of continuous service.

#### ***30-Year***

Before age 62-at least 30 years of continuous service.

#### ***60/15***

Age 60 to 62-at least 15 but less than 30 years of continuous service.

#### ***Permanent Incapacity***

Before age 65- at least 15 years of continuous service-permanent and total incapacity.

#### ***70/80***

Age 55 to 62-at least 15 years of continuous service with age plus continuous service equaling at least 70, or before age 55 with age plus continuous service equaling at least 80-special circumstances such as permanent shutdown or prolonged layoff or disability.

#### ***Rule-of-65***

Before age 55-at least 20 years of continuous service as of last day worked with age plus continuous service equaling at least 65 but less than 80-special circumstances such as permanent shutdown or prolonged layoff or disability and not offered suitable long-term employment with the Company, as defined in Appendix A of the 2022 Pension Agreement.

#### ***Deferred Vested***

Any age-at least 5 years of continuous service broken for any reason and not eligible for other pension. Each type of retirement is described in more detail under "Eligibility and Amount of Pension" beginning on page 16.

#### ***Surviving Spouse's Benefit***

Under most circumstances a benefit is payable to the surviving spouse of a participant with at least 15 years of continuous service who dies on or after October 1, 2022. This benefit is described in more detail on pages 22 and 23.

### ***Survivor Options***

In addition to the surviving spouse's benefit, as described in the preceding section, an eligible married participant is automatically provided, without charge, Pre-Retirement Survivor Annuity Coverage.

A participant may also provide for a spouse or a co-pensioner to receive, in the event of the participant's death, a lifetime monthly payment. Such benefit may be obtained by the participant under one or more of the available survivor options, which are as follows:

Automatic 50% Spouse Option

50% Joint and Survivor Pop-Up Option

Co-Pensioner Options (50% or 100%)

75% Qualified Optional Survivor Annuity

A general description of these benefits is set forth beginning on pages 24 through 26.

## **CALCULATION OF PENSION BENEFITS**

Pension amounts and the periods for which they are payable are determined as follows:

### ***Special Payment***

The Special Payment is the payment for the first three full calendar months following the month in which retirement occurs, but it does not apply in the case of a permanent incapacity retirement or a deferred vested pension, and consists of:

- (1) A lump sum equal to 13 weeks of vacation pay (14 weeks of vacation pay in the case of employees eligible for more than four weeks of regular vacation in the year of retirement), reduced by any regular vacation pay received for the year of retirement or for an earlier year if the participant is not entitled to vacation in the year of retirement. Under the basic labor agreement a participant entitled to vacation which they have not taken by the time of retirement does not receive that vacation or vacation pay if they are eligible for the Special Payment, but no deduction will be made from the Special Payment for such vacation.
- (2) An additional lump sum amount payable to a participant who retires on or after October 1, 2022 but prior to September 1, 2026 and who has attained one of the following continuous service thresholds as of August 1, 2004:

32 Years of Continuous Service	\$3,000
34 Years of Continuous Service	\$6,000
36 Years of Continuous Service	\$12,000

For example, a person with 33 years of service on August 1, 2004 shall be entitled to \$3,000 upon retirement, but shall accrue no further continuous service to reach a higher amount.

Any pensioner who is reemployed shall not, upon subsequent retirement, be eligible for a Special Payment, if they received a Special Payment upon their initial retirement.

For each month to which the Special Payment does not apply, the pension is the Regular Pension.

### ***Regular Pension***

The Regular pension is a monthly payment equal to the higher of the percent pension or the minimum pension determined as follows, but may be adjusted in accordance with certain other additions and deductions, some of which are described on pages 12 and 13.

### ***The Percent Pension***

An amount equal to the participant's frozen average monthly earnings as described on page 13, multiplied by:

- (1) For a participant with more than 30 years of continuous service,  
34.65% plus a percentage determined by multiplying 1.26% by their years of continuous service in excess of 30 years, and
- (2) for a participant with 30 or less years of continuous service,

1.155% multiplied by their years of continuous service; or

(See table on page 11 for the calculation of the applicable percent for all years of service up to 37).

***The Minimum Pension***

For participants retiring on or after January 1, 2009, but before January 1, 2023, an amount equal to:

- (i) \$65.00 multiplied by years of Continuous Service up to 30 years, accrued prior to January 1, 2009, plus
- (ii) plus \$85.00 multiplied by years of Continuous Service in excess of 30 years, accrued prior to January 1, 2009, plus
- (iii) \$100.00 per month per year of Continuous Service accrued on or after January 1, 2009 but prior to January 1, 2019, plus
- (iv) \$115.00 per month per year of Continuous Service accrued on or after January 1, 2019.

For participants retiring on or after January 1, 2023, an amount equal to:

- (i) \$115.00 multiplied by years of Continuous Service accrued prior to January 1, 2023, plus
- (ii) \$126.00 per month per year of Continuous Service accrued on or after January 1, 2023.

(See table on page 11 for the minimum pension for all years of service from 1-37.)

**Table of Monthly Pension Under the 2022 Agreement  
Percentage Formula**

**For Retirements on or After January 1, 2009:**

<b>Total Years of Service</b>	<b>Applicable Percentage Under Percent Formula</b>
1	1.155%
2	2.310%
3	3.465%
4	4.620%
5	5.775%
6	6.930%
7	8.085%
8	9.240%
9	10.395%
10	11.550%
11	12.705%
12	13.860%
13	15.015%
14	16.170%
15	17.325%
16	18.480%
17	19.635%
18	20.790%
19	21.945%
20	23.100%
21	24.255%
22	25.410%
23	26.565%
24	27.720%
25	28.875%
26	30.030%
27	31.185%
28	32.340%
29	33.495%
30	34.650%
31	35.910%
32	37.170%
33	38.430%
34	39.690%
35	40.950%
36	42.210%
37	43.470%

The company computes the percent pension amount and the minimum pension amount in every case and the higher of the two is payable. On request by the participant, the Company will explain to them the calculations made in their case.

### ***Increased Pension-30-Year Retirement, and 62/15 Retirement***

Participants who retire on or after October 1, 2022 on 30-year retirements will have their regular pension increased by the greater of \$400 or the amount necessary to give the participant a monthly pension of \$1,250. The increase is payable only until the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or becomes eligible for Social Security disability benefits. However, in no event will the participant receive less than twelve months of the increased pension unless the participant dies within that twelve-month period.

Participants who retire on or after October 1, 2022 on 62/15 retirements will have their regular pension increased by the greater of \$400 or the amount necessary to give the participant a monthly pension of \$1,250. This increased pension shall be payable for the first twelve months of regular pension unless the participant dies within that twelve-month period.

### ***Increased Pension - 70/80 and Permanent Incapacity Retirements***

Pensions payable for 70/80 or Permanent Incapacity retirements will be increased by \$400 per month. The increase is payable only until the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or becomes eligible for Social Security disability benefits. Since the increase is not payable for any month for which the participant receives Social Security disability benefits, the participant should notify the Company promptly if they are awarded such a benefit. A retroactive adjustment will be made if it is determined that a participant had improperly received the increase in pension during a period for which they also received Social Security disability benefits, and the participant's Regular Pension will be suspended until the full amount of the overpayment has been recovered. Thus, failure to report to the Company an award for Social Security disability benefits on a timely basis will result in a larger pension overpayment and a longer suspension of Regular Pension. The increase in pension is payable to the participant only and is not used to determine the amount payable to either a surviving spouse or a co-pensioner, if a survivor option has been elected.

### ***Increased Pension - Rule-of-65 Retirement***

A \$400 per month increase in pension is payable until a participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit for Rule-of-65 retirements, but not for any month for which the participant receives Social Security disability benefits. The same provisions applicable to the increase in pension for 70/80 or Permanent Incapacity retirements also apply to Rule-of-65 retirements, with the addition of the following:

- the \$400 increase is subject to reduction by \$1 for every \$2 which the participant earns over \$17,000 in 2000 or subsequent calendar years, with such amount to be prorated for the year of retirement and for the year of commencement of Social Security benefits;
- In order to determine the amount of their earnings, the participant will be required to sign authorizations for the Social Security Administration and/or the Railroad Retirement Board to release earnings information to the Company each year and will also be required to submit W-2 forms and a statement of earnings to the Company for each year after retirement on a form provided by the Company;

- Failure to submit the required information may result in suspension of the increase in pension and Regular Pension.

Any overpayments which result from a participant's ineligibility to receive all or any portion of the increase will be recovered by suspension of the increase in pension and Regular Pension. Any underpayments will be paid promptly to the participant.

### ***Frozen Average Monthly Earnings***

The frozen average monthly earnings for pension purposes are determined by totaling the participant's earnings<sup>1</sup> for each of the last ten consecutive twelve calendar month periods (calculation years) before retirement, or for each of the last ten consecutive twelve calendar month periods (calculation years) ending December 31, 2022, whichever is earlier. There shall then be selected from such ten calculation years the five consecutive calculation years which yield the highest earnings (calculation period). Earnings during the calculation period are then divided by 60 to determine average monthly earnings, except that the 60 may be reduced, as described below, to exclude certain months during the calculation period in which the participant did not receive pay because of layoff or disability:

- (1) In the case of permanent incapacity retirement only, if the calculation period is the last five calculation years before retirement, first subtract from 60 the number of months without pay because of disability in the last six months before retirement;
- (2) In all cases the 60 is reduced or further reduced for other months without pay during the calculation period if (1) applies-by the greater of the number of months without pay:
  - (a) in excess of three, during each absence, or
  - (b) in excess of 6.

Months deducted under (1) are not counted as months of absence under (2).

### ***Possible Deductions***

The amount of pension otherwise payable is subject to reduction because of other benefit payments such as Public Pension and Other Pension.

## **BASIC PENSION REQUIREMENTS**

### ***Retirement Date***

In order for a participant to qualify for a pension under the 2022 Pension Agreement, they must retire on or after October 1, 2022 under the conditions of eligibility established by the 2022 Pension Agreement. The date of retirement for a participant who applies for pension prior to a break in continuous service is specified by the participant but it must be on or after:

- the date they request retirement,
- the date they first become eligible to retire on pension, or
- the last day for which they earn pay,

whichever is latest, but not later than the last day of their continuous service.

A participant who applies for a pension after a break in continuous service is considered to have retired on the last day of their continuous service - thus, a participant cannot accrue any additional eligibility with respect to either age or continuous service after a break in their continuous service (except in the case of reemployment under certain circumstances).

### ***Continuous Service***

The length of continuous service is an essential factor in determining eligibility for and the amount of pension. The rules for determining continuous service for pension purposes are contained in the 2022 Pension Agreement, and they may or may not produce the same length of continuous service as the rules used to determine continuous service for seniority and other purposes. For example, continuous service for pension purposes breaks at the end of two years' absence because of layoff or disability, whereas continuous service for seniority purposes may remain unbroken for up to five years of such absence.

Briefly summarized, the continuous service provisions in the 2022 Pension Agreement give credit for all years of service calculated to the nearest month (except as noted in the following paragraph) in the employment of the Company from the date of initial employment to the date of retirement unless such service was broken and after reemployment the break was not removed. In such cases, the rehired employee receives credit only for service from their last hiring date. The provisions as to breaks in continuous service have changed from time to time and whatever provisions were in effect at a given time to determine whether or not a break then occurred. The 2022 Pension Agreement provides that continuous service breaks when an employee quits, is discharged or accepts severance pay, or when they have been absent because of layoff, disability or for other reasons for more than two years.

A break in continuous service resulting from discharge is removed if the employee is reemployed within six months. A break in continuous service resulting from absence on layoff or disability is removed if the participant returns to employment while they still have continuous service for seniority purposes, but in such case no continuous service for pension purposes is credited for the period of absence beyond two years.

In addition, a break in continuous service which occurs after January 1, 1976 for any reason is removed if an employee, not eligible for an immediate or deferred vested pension, is subsequently reemployed for a period of one or more years and the period of time between the break and reemployment is less than the period of continuous service at the time of the break but in no case is continuous service for pension purposes credited for the period between the break and reemployment. If an employee who breaks continuous service on or after January 1, 1976 as a result of a quit or discharge prior to accruing at least five years of continuous service is reemployed within one year of the quit or discharge and subsequently incurs another break in service, they shall receive credit for continuous service accrued prior to their original break, the period of absence between the break and reemployment and continuous service during reemployment in order to determine their eligibility for a normal retirement or an unreduced deferred vested pension payable at age 65.

An employee who incurs a break in continuous service on or after January 1, 1985, who is not eligible for any type of pension, and who is subsequently reemployed for a period of one or more years will receive credit for the continuous service accrued prior to the break in continuous service, if the period between the break and reemployment is less than five years.

A special rule may provide greater continuous service credit than above in cases of absence because of occupational disability. An employee who is reemployed after they have started to receive a pension or after they have attained eligibility for a deferred pension shall, upon reemployment, receive credit for the continuous service applicable to their prior retirement. This prior continuous service plus any continuous service accrued during reemployment shall be used for the purpose of determining eligibility and the amount of benefits upon subsequent retirement.

## ELIGIBILITY AND AMOUNT OF PENSION

### ***Normal Retirement***

A participant who has reached age 65 and has at least five (5) years of continuous service may retire and receive a Special Payment and a Regular Pension.

### ***62/15 Retirement***

A participant who is between the ages of 62 and 65 and has at least 15 years of continuous service may retire and receive a Special Payment and a Regular Pension.

If such a participant retires on or after October 1, 2022, their Regular Pension will be increased by a supplement equal to a minimum of \$400 or the amount necessary to make the participant's monthly pension \$1,250 if such an amount is greater than \$400. This pension supplement for such a participant shall be in effect for the first 12 Regular Pension payments.

### ***30-Year Retirement***

A participant who has not reached age 62 but who has at least 30 years of continuous service may retire and receive a Special Payment and a Regular Pension calculated as though at the date of their retirement they had reached age 62.

If such a participant retires and on or after October 1, 2022, their Regular Pension will be increased by a supplement equal to a \$400. The increased monthly pension for such a participant shall be in effect for the first 12 Regular Pension payments, or until the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit, whichever period is longer.

### ***60/15 Retirement***

A participant who is between the ages of 60 and 62 and has at least 15 years but less than 30 years of continuous service may retire and receive a Special Payment and a Regular Pension. The Special Payment will be made following retirement. The participant may elect to have their Regular Pension start in the fourth month after they reach age 62, or they may elect to have a lower Regular Pension start with the fourth month after retirement. In the latter case, they will receive a reduced Regular Pension calculated by applying the appropriate percentage shown in the following table to the Regular Pension which would otherwise begin after they reach age 62.

Age at Start of Pension		Age at Start of Pension	
Pension	Percentage	Pension	Percentage
60	83.82%	61-1/12	92.16%
60-1/12	84.46%	61-2/12	92.87%
60-2/12	85.09%	61-3/12	93.59%
60-3/12	85.73%	61-4/12	94.30%
60-4/12	86.36%	61-5/12	95.01%
60-5/12	87.00%	61-6/12	95.72%
60-6/12	87.64%	61-7/12	96.44%
60-7/12	88.27%	61-8/12	97.15%
60-8/12	88.91%	61-9/12	97.86%
60-9/12	89.54%	61-10/12	98.57%
60-10/12	90.18%	61-11/12	99.29%
60-11/12	90.81%	62	100.00%
61	91.45%		

The above percentages shall be applied on the basis of the participant's age to the nearest month.

### ***Permanent Incapacity Retirement***

A participant who has at least 15 years of continuous service and who has become permanently and totally incapacitated for at least five consecutive months may retire before age 65 and receive a Regular Pension, so long as they remain totally incapacitated. A Special Payment is not made.

If such participant is under the age at which they are eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit and not eligible for Social Security disability benefits, they will be entitled to receive the \$400 increase in pension described on page 12. When they become eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or become eligible for Social Security disability benefits before the age of said 80% Social Security benefit eligibility, the \$400 increase in pension will cease to apply.

The Company assumes that a participant retired for permanent incapacity is eligible for Social Security disability benefits unless they inform the Company that they have applied for and been denied such disability benefits.

### ***70/80 Retirement***

Under certain circumstances, a participant who has at least 15 years of continuous service may retire before they have reached age 62, and receive a Special Payment and a Regular Pension if:

- the participant has reached age 55 and the total of their age and continuous service equals at least 70 (rule-of-70); or
- the total of their age and continuous service equals at least 80 (rule-of-80).

The circumstances under which a participant may retire under the Rule of 70 or the Rule of 80

are:

- when their continuous service has broken because of a layoff or disability, or because of a permanent shutdown; or
- during a layoff elected at the time of such a shutdown, or during the first 90 days on a job with the Company taken while on such layoff.

If such participant is under the age at which they are eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit and is not eligible for Social Security disability benefits, they will be entitled to receive the \$400 increase in pension described on page 12. When they attain the age at which they are eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or becomes eligible for Social Security disability benefits before the age of said 80% Social Security benefit eligibility, the \$400 increase in pension will cease to apply.

### ***Rule-of-65 Retirement***

Under certain circumstances, a participant who has at least 20 years of continuous service as of their last day worked may retire before they have reached age 55, and receive a Special Payment and a Regular Pension if:

- the total of their age and continuous service equals at least 65 but less than 80; and
- they have not been offered suitable long-term employment with the Company.

The circumstances under which a participant may retire under the Rule of 65 are:

- when their continuous service has broken because of a layoff or disability; or
- during a layoff elected at the time of a permanent shutdown and the Company advises them that they will not be offered suitable long-term employment.

A job offered by the Company will normally be considered “suitable long-term employment” if:

- the employee is physically able to perform the job; and
- the employee has or can acquire through training the ability and skills needed to perform the job; and
- it is not a temporary job; and
- it is at the employee’s home plant or, if such a job is not available at the employee’s home plant, at another employment location, in accordance with Appendix A of the 2022 Pension Agreement.

A more comprehensive definition of suitable long-term employment may be found in Section I of Appendix A on page 83 of this booklet. If such participant is not eligible for disability Social Security benefits, they will be entitled to receive the \$400 increase in pension described on page 12. When they attain the age at which they are eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or becomes eligible for Social Security disability benefits before the age of said 80% Social Security benefit eligibility, the \$400 increase in pension will cease to apply. The \$400 increase is subject to reduction by

\$1 for every \$2 which the participant earns over \$17,000 in 2022 or subsequent calendar year after retirement. The \$17,000 for 2022 or subsequent calendar year will be prorated for the year of retirement and for the year of commencement of Social Security.

### **Offer and Acceptance of Suitable Long-Term Employment (SLTE)**

- Normally, an employee may refuse an offer of SLTE without becoming ineligible for a rule-of-65 retirement if such offer is made during their grace period. The grace period is a period of weeks following the employee's last day worked that is equal to the number of SUB credit units in excess of 52 credited to them under the Supplemental Unemployment Benefit Plan as of their last day worked.
- AN EMPLOYEE WHO REFUSES AN OFFER OF SLTE AFTER THE EXPIRATION OF THEIR GRACE PERIOD WILL BE INELIGIBLE FOR A RULE-OF-65 RETIREMENT. IN ADDITION, AN EMPLOYEE WHO REFUSES AN OFFER OF SLTE DURING THE LAST 30 DAYS OF SUCH GRACE PERIOD WILL BE INELIGIBLE FOR RULE-OF-65 RETIREMENT IF THE OFFER OF SLTE IS AT AN EMPLOYMENT LOCATION OTHER THAN THEIR HOME PLANT AND THEY WOULD NOT BE REQUIRED TO START WORK ON SUCH JOB UNTIL AFTER THE EXPIRATION OF THEIR GRACE PERIOD.
- An employee will be given a written explanation of their rights and obligations in connection with any offer of SLTE at the time they receive such offer.
- An employee who accepts SLTE may have rights to additional earnings protection, supplemental relocation bonus, additional SUB credit units, repayment of visitation expenses, and rule-of-65 retirement under certain conditions.

### ***Deferred Vested Pension***

A participant (not eligible to retire on pension under any other provisions of the 2022 pension agreement) who has at least 5 years of continuous service and whose service breaks for any reason will be eligible for a deferred vested pension. The Company will give them a written notice of eligibility to apply for a deferred vested pension. A participant eligible for a deferred vested pension who has a break in continuous service after attaining age 40 and completing at least 15 years of continuous service shall be eligible for a deferred vested pension commencing with the month following the month in which they attain age 62, or if they desire, a deferred vested pension starting between age 60 and 62, reduced from the amount which would be payable at age 62 by applying the percentages shown in the table on page 20 for a reduced 60/15 pension.

A participant who has a break in continuous service either prior to attaining age 40, or after attaining age 40 and before completing at least 15 years of continuous service, shall be eligible for a deferred vested pension commencing with the month following the month in which they attain age 65, or, if they desire, a deferred vested pension starting between age 60 and 65, reduced from the amount which would be payable at age 65 by applying the percentages shown in the following table:

<b>Age at Start of Pension</b>	<b>Percentage</b>	<b>Age at Start of Pension</b>	<b>Percentage</b>
60	63.10%	62-7/12	79.51%
60-1/12	63.58	62-8/12	80.11
60-2/12	64.06	62-9/12	80.71
60-3/12	64.54	62-10/12	81.32
60-4/12	65.02	62-11/12	81.93
60-5/12	65.50	63	82.53
60-6/12	65.98	63-1/12	83.21
60-7/12	66.45	63-2/12	83.89
60-8/12	66.93	63-3/12	84.58
60-9/12	67.41	63-4/12	85.26
60-10/12	67.89	63-5/12	85.94
60-11/12	68.37	63-6/12	86.62
61	68.85	63-7/12	87.30
61-1/12	69.38	63-8/12	87.99
61-2/12	69.92	63-9/12	88.67
61-3/12	70.45	63-10/1	89.35
61-4/12	70.99	63-11/1	90.03
61-5/12	71.53	64	90.72
61-6/12	72.06	64-1/12	91.49
61-7/12	72.60	64-2/12	92.26
61-8/12	73.14	64-3/12	93.04
61-9/12	73.67	64-4/12	93.81
61-10/12	74.21	64-5/12	94.58
61-11/12	74.75	64-6/12	95.36
62	75.28	64-7/12	96.13
62-1/12	75.89	64-8/12	96.91
62-2/12	76.49	64-9/12	97.68
62-3/12	77.10	64-10/12	98.45
62-4/12	77.70	64-11/12	99.23
62-5/12	78.30	65	100.00
62-6/12	78.91		

The above percentages shall be applied on the basis of the participant's age to the nearest month.

Application for a deferred vested pension can be made no earlier than 90 days before the month the participant wants the pension to start, within the period described above.

A Special Payment is not made in the case of a deferred vested pension, and the Regular Pension is determined on the basis of continuous service and earnings prior to the break in continuous service.

## **ADMINISTRATIVE PROVISIONS**

### ***Application for Pension***

An application for pension must be made in writing on a form provided by the Company. The application form can be secured from an Employee Relations representative of the Company; preferably at the location where the participant is or was last employed before retirement. The application may be made at any time prior or subsequent to retirement, except as indicated above in the case of a deferred vested pension.

### ***Commencement and Termination of Pension***

A Regular Pension starts with the month following the three months for which any Special Payment is made. If no Special Payment is payable, the Regular Pension starts with the first month following retirement.

The last installment of Regular Pension is payable for the month in which death of the participant occurs. However, a participant's Regular Pension (except a deferred vested pension) is guaranteed to be payable for at least the first 60 months after retirement regardless of death. Also, a reduced pension may be payable thereafter to a spouse or a co-pensioner under a survivor option election, and/or a surviving spouse's benefit may be payable under the surviving spouse's benefit provisions. Special rules are applicable to the commencement of any deferred pension (see "60/15 Retirement", page 16, and "Deferred Vested Pension," page 19).

Notwithstanding anything to the contrary, no pension is payable for any month with respect to which a participant claims and is eligible for sickness and accident benefits provided under a program of the Company.

### ***Effect of Reemployment on Pension***

Any pensioner retired under this or a prior Agreement between the parties who is reemployed shall, upon reemployment, have their pension suspended.

### ***Qualified Domestic Relations Order (QDRO)***

The Company is required by the provisions of the Retirement Equity Act of 1984 to comply with any qualified domestic relations order as such term is defined in the Act. In the event that such an order requires payment of a part or all of a participant's current or future pension benefit, any benefit payable under the 2022 Pension Agreement to such participant and to a third party under the QDRO shall be the actuarial equivalent of the pension benefits which otherwise would now, or subsequently, become payable to a participant.

## **SURVIVING SPOUSE'S BENEFIT**

### ***Eligibility***

The surviving spouse of a participant who has completed at least 15 years of continuous service and who dies on or after October 1, 2022 is eligible for a monthly benefit if death occurs:

- before retirement, or
- after retirement and the participant had retired on or after October 1, 2022, on other than a deferred vested pension and the surviving spouse was married to the participant at the date of their retirement; and
- the surviving spouse is a widow or widower within the provisions of the Social Security Act.

NOTE: A divorced spouse under the Social Security Act is not the same as a widow or widower under such Act. Accordingly, an individual who is a divorced spouse but not a widow or widower under such Act is not eligible for a surviving spouse's benefit.

### ***Amount of Benefit***

A surviving spouse's benefit is payable for the life of an eligible surviving spouse in the following amount:

- for each month until the surviving spouse reaches age 60, 50% of the participant's pension or, if higher, a minimum benefit of \$350.00 per month; and
- for each month after the surviving spouse reaches age 60, 50% of the participant's pension less 50% of the amount of widow's (or widower's) Social Security benefit or, if higher, a minimum benefit of \$300.00 per month.

As used above, "participant's pension" means:

- in the case of a participant who dies while accruing continuous service, the minimum, or percent pension, which would have been payable had they retired on the date of their death and then been age 62; or
- in the case of a participant who dies after retirement, the minimum or percent pension which was payable after application of and any actuarial reduction for early commencement of pension.

### ***Application for Surviving Spouse's Benefit***

An application for a surviving spouse's benefit must be made in writing on a form provided by the Company. The application form can be secured from any Human Resources office of the Company, preferably at the location where the participant is or was last employed before death, or from the Plan Administrator. The application may be made at any time subsequent to the participant's death.

***Commencement and Termination of Benefits***

The first installment is payable for the month following the month in which the participant dies but not for any month for which a special payment was payable to the participant. The last installment is payable for the month in which the surviving spouse dies.

## **SURVIVOR OPTIONS**

A general description of these benefits is set forth in the following pages. If any participant desires additional information concerning such survivor options, they should contact the Human Resources office at the location at which they are employed, or were last employed.

### ***Pre-Pension Spouse Coverage***

Pre-Pension Spouse Coverage is available on a continuation basis only for those participants who elected such coverage under a prior agreement and such election was in effect immediately prior to October 1, 2022. For these participants, Pre-Pension Spouse Coverage becomes effective two years after the election date or the date the participant attains the required age and service, whichever is later. This coverage terminates upon revocation, divorce, death of the spouse, retirement or incurrence of a break in continuous service. If a participant elects the Pre-Pension Spouse Coverage and dies while such coverage is in effect, the participant's spouse will receive, in addition to any surviving spouse's benefit which may be payable, 50% of the amount which would have been payable to the participant had they retired on the date of their death and had they been age 65 on the date of their death, reduced by the appropriate survivor option percentage from Exhibit B on page 82.

### ***Pre-Retirement Survivor Annuity Coverage***

Pre-Retirement Survivor Annuity Coverage is automatic unless the participant with the written consent of the participant's spouse revokes such coverage. Pre-Retirement Survivor Annuity Coverage provides a benefit for the spouse of a participant who has been married for at least one year and has completed at least 5 years of continuous service and dies while employed by the Company, or who dies after termination of employment with eligibility for a deferred vested pension and prior to commencement of pension payments. The Pre-Retirement Survivor Annuity Coverage provides a benefit ranging from 36% to 48% of the participant's accrued pension (or deferred vested pension payable at age 60), depending on the age differential between the participant and the spouse, and the participant's age at death.

The cost of Pre-Retirement Survivor Annuity Coverage is paid by the Plan, and there is no charge to the participants.

Note: At least 180 days prior to the year in which the participant attains age 35, the Company will provide notice of this coverage.

THE PRE-RETIREMENT SURVIVOR ANNUITY BENEFIT IS REDUCED BY THE AMOUNT OF ANY SURVIVING SPOUSE'S BENEFIT PAYABLE TO THE SURVIVING SPOUSE. In the case of participants covered by the surviving spouse's benefit provisions, the Pre-Retirement Survivor Annuity Benefit is first payable when the surviving spouse attains 60 years of age. In the case of participants not covered by the surviving spouse's benefit provisions, the Pre-Retirement Survivor Annuity Benefit is first payable commencing with the month following the month in which the participant would have attained 60 years of age or in which the participant's death occurs, whichever is later.

### ***Automatic 50% Spouse Option***

If a participant has a spouse at retirement and does not revoke the Automatic 50% Spouse Option, the participant will receive a reduced amount during their life and after their death the participant's spouse will receive an amount equal to half of such reduced amount (excluding the \$400 increase in pension and the supplements for 30 year and 62/15 retirements if applicable) in addition to any surviving spouse's benefit to which they may be entitled for the remainder of the spouse's life. If the participant revokes the Automatic 50% Spouse Option, they may elect the 50% Joint and Survivor Pop-Up Option if married, or a Co-Pensioner Option described below. A participant may revoke the Automatic 50% Spouse Option only with the written consent of their spouse. The revocation will be effective only when the form is filed with the company.

### ***50% Joint and Survivor Pop-Up Option***

If a participant has a spouse at retirement and revokes the Automatic 50% Spouse Option, the participant may elect the 50% Joint and Survivor Pop-Up Option. The participant will receive a reduced amount during their life and after their death the spouse will receive an amount equal to half of such reduced amount (excluding the \$400 increase in pension and the supplements for 30-Year and 62/15 retirements if applicable) in addition to any surviving spouse's benefit to which they may be entitled for the remainder of the spouse's life. However, in the event that the participant's spouse should die prior to the participant, the participant's pension shall then increase (pop-up), effective with the month following the month in which death of the participant's spouse occurs, by eliminating the required reduction for this option.

The required reduction in payments to the participant takes effect immediately upon commencement of pension payments, and ceases as of the month following the month that the death of the participant's spouse occurs. Election of this option may be made at any time prior to retirement.

### ***75% Qualified Optional Survivor Annuity***

If a participant has a spouse at retirement and revokes the Automatic 50% Spouse Option, the participant may elect the 75% Joint and Survivor Option. The participant will receive a reduced amount during their life and after their death the spouse will receive an amount equal to 75% of such reduced amount (excluding the \$400 increase in pension and the supplements for 30-year and 62/15 retirements if applicable) in addition to any surviving spouse's benefit to which they may be entitled for the remainder of the spouse's life. However, in the event that the participant's spouse should die prior to the participant, the participant shall continue to receive reduced pension installments. Election of this option may be made at any time prior to retirement

### ***Co-Pensioner Options (50% or 100%)***

If the participant desires to provide benefits to their spouse which are different than those provided under the terms of the Automatic 50% Spouse Option or to provide benefits to a person other than their spouse, they may do so by making timely election of a 50% or 100% Co-Pensioner Option and receive a reduced amount after their retirement. However, if the participant has a spouse at the time of retirement such election will not be effective unless the

participant revokes the Automatic 50% Spouse Option. If the co-pensioner is not the participant's spouse, the spouse must give written consent to the specific co-pensioner election. Subject to the above, any participant who has elected a Co-Pensioner Option under a prior agreement will be considered to have elected the equivalent Co-Pensioner Option under the 2022 Pension Agreement.

Payments to a co-pensioner under an elected Co-Pensioner Option do not become payable unless death of the participant occurs after retirement. The required reduction in payments to the participant takes effect immediately upon commencement of pension payments. Election of an option may be made at any time prior to retirement.

***General***

The Company will commence payment of benefits to an individual entitled to lifetime monthly payments under the option provisions without such individual having to make application.

Each participant should consider, as they approach the age at which they will be eligible for Pre-Retirement Survivor Annuity Coverage, or retirement, whether or not a survivor option is in their best interests. Each participant will be notified at the appropriate time as to the availability of the various options. If they are interested, they should request an explanation of the detailed provisions from a Human Resources or personnel representative at the location where they are employed, or were last employed.

**CONDITIONS UNDER WHICH BENEFITS WILL NOT BE PAID TO A PARTICIPANT,  
THEIR SURVIVING SPOUSE, OR THEIR CO-PENSIONER**

***Pension Benefits***

Benefits will not be paid to a participant if they do not complete a minimum of 5 years of continuous service or if having completed such minimum they die before commencement of pension.

***Surviving Spouse's Benefits***

Surviving spouse's benefits will not be paid to the surviving spouse of a participant if the participant does not complete a minimum of 15 years of continuous service or having completed such minimum, they die and is not survived by an individual eligible for surviving spouse's benefits or such individual does not make application for surviving spouse's benefits as described on page 22. Surviving spouse's benefits will not be paid if the participant incurs a break in service with eligibility only for a deferred vested pension.

***Survivor Option Benefits***

Benefits under the survivor options will not be paid if the participant does not complete a minimum of 5 years of continuous service or having completed such minimum, they die without a survivor option in effect or, although having an option in effect, they are not survived by an eligible beneficiary as described on page 22.

## **APPEALS PROCEDURE**

Any dispute between the Company and a participant as to a participant's eligibility for a pension or the amount of pension is to be resolved by the Company and the Union or the Company and the Union may submit it to arbitration. Any dispute concerning a co-pensioner or surviving spouse is also to be resolved by the Company and the Union, or the Company and the Union may submit it to arbitration.

There is also a procedure in the 2022 Pension Agreement for resolution of any dispute as to whether a participant is permanently incapacitated. Under this procedure if a doctor selected by the Union and a doctor selected by the Company disagree:

- (a) In the case of a participant who has been granted disability benefits under Social Security with an award effective date during the period they were accruing continuous service, such participant will be deemed to be permanently incapacitated; or
- (b) In the absence of a disability benefits award under Social Security, a third doctor is selected and their determination as to whether the participant is permanently incapacitated is binding.

**PENSION AGREEMENT**

**between**

**EMPIRE IRON MINING PARTNERSHIP  
TILDEN MINING COMPANY L.C.**

**doing business together as  
CLEVELAND-CLIFFS MICHIGAN OPERATIONS**

**and**

**THE UNITED STEEL, PAPER AND FORESTRY,  
RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND  
SERVICE WORKERS INTERNATIONAL UNION**

**Effective October 1, 2022**

## TABLE OF CONTENTS

	Paragraph	Page
<b>1. INTRODUCTION</b>		
Definitions .....	1.1	33
When Retirement Occurs .....	1.2	35
Provision of Benefits .....	1.3	36
<b>2. ELIGIBILITY FOR PENSION</b>		
Normal Retirement .....	2.1	37
62/15 Retirement .....	2.2	37
30-Year Retirement .....	2.3	37
60/15 Retirement .....	2.4	37
Permanent Incapacity Retirement .....	2.5	37
70/80 Retirement .....	2.6	38
Rule-of-65 Retirement .....	2.7	38
Deferred Vested Pension .....	2.8	38
<b>3. AMOUNT OF PENSION</b>		
Types of Pension Payments .....	3.1	40
Special Payment .....	3.2	40
Regular Pension .....	3.3	41
Increased Pension-Permanent Incapacity, 70/80 30-Year with Age 60, 62/15 and 30-Year .....	3.4	44
Increased Pension - Rule-of-65 .....	3.5	44
Regular Pension Part-Time Participants .....	3.6	45
Deduction for Public Pension .....	3.7	46
Deduction for Other Pension .....	3.8	46
Pension Application .....	3.9	47
Commencement and Termination of Regular Pension .....	3.10	47
Lump Sum Payment .....	3.11	48
Pre-Pension Spouse Coverage .....	3.12	48
Pre-Retirement Survivor Annuity Coverage .....	3.13	50
Automatic 50% Spouse Option .....	3.14	53
75% Qualified Optional Survivor Annuity .....	3.15	56
50% Joint and Survivor Pop-Up Option .....	3.16	58
Co-Pensioner Options .....	3.17	60
QDRO Reduction .....	3.18	63
Automatic 5-Year Term Certain .....	3.19	64

	Paragraph	Page
<b>4. SURVIVING SPOUSE’S BENEFIT</b>		
Eligibility .....	4.1	66
Amount of Benefit .....	4.2	66
Commencement and Termination of Benefit .....	4.4	67
Determination of Status as Surviving Spouse.....	4.5	67
Surviving Spouse of Part-Time Participant .....	4.7	68
<b>5. DETERMINATION OF CONTINUOUS SERVICE .....</b>	<b>5.1</b>	<b>69</b>
<b>6. REEMPLOYMENT AFTER ATTAINMENT OF PENSION ELIGIBILITY</b>		
Applicability of Other Sections .....	6.1	72
Effect on Pension .....	6.2	72
Continuous Service of Reemployed Participant.....	6.3	72
Special Pension Eligibility After Reemployment.....	6.4	72
Special Rules as to Amount of Pension.....	6.5	73
<b>7. APPEALS PROCEDURE</b>		
Disputes as to Eligibility or Amount .....	7.1	74
Disputes as to Permanent Incapacity .....	7.2	74
<b>8. TRUST .....</b>	<b>8.1</b>	<b>76</b>
<b>9. REPORTS .....</b>	<b>9.1</b>	<b>77</b>
<b>10. GENERAL PROVISIONS</b>		
Administration .....	10.1	78
Continuation of Benefits .....	10.2	78
Nonalienation .....	10.3	78
Notice for Pension Payment through Electronic Deposit .....	10.4	78
Overpayment of Pension .....	10.5	78
Deduction for Insurance Premiums and Overpayments.....	10.6	79
Rights of Participants .....	10.7	79
Distribution of Agreement.....	10.8	79
Tax and Corporate Approvals.....	10.9	79
Term of Agreement .....	10.10	79

	<b>Page</b>
EXHIBIT A – BARGAINING UNITS COVERED .....	81
EXHIBIT B – TABLE OF PERCENTAGES .....	82
APPENDIX A – SPECIAL RULES WITH RESPECT TO RULE-OF-65 RETIREMENT .....	83
APPENDIX A-ATTACHMENT 1 – Employment Locations Covered by the October 1, 2022 Basic Agreement .....	93
APPENDIX B – SPECIAL PAYMENT TO 65/5 RETIREES .....	94
APPENDIX C – WAIVER OF WORKERS' COMPENSATION OFFSET .....	95
APPENDIX D – SURVIVING SPOUSES PAYMENTS .....	96
APPENDIX E – EXCESS EARNINGS LIMIT .....	99
APPENDIX F – RECOGNITION OF BROKEN SERVICE .....	100
APPENDIX G – LUMP SUM PAYMENTS .....	102
APPENDIX H – SPECIAL ADJUSTMENT TO CONTINUOUS SERVICE .....	104
APPENDIX I – ALLOWED SERVICE .....	105
APPENDIX J – SPECIAL OFFSET PAYMENT .....	107
APPENDIX K – SINGLE-EMPLOYER PLAN STATEMENT .....	108
APPENDIX L – ACTUARIAL EQUIVALENCE .....	109

## PENSION AGREEMENT

This Agreement, effective October 1, 2022, is between THE CLEVELAND-CLIFFS IRON COMPANY as Managing Agent for EMPIRE IRON MINING PARTNERSHIP and TILDEN MINING COMPANY L.C. doing business together as Cleveland-Cliffs Michigan Operations (hereinafter referred to as the "COMPANY"), and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union hereinafter referred to as the "UNION").

### 1. INTRODUCTION

#### ***Definitions***

##### 1.1 Whenever used herein:

- (a) "Basic Agreement" means the labor agreement between the Company and the Union covering rates of pay, hours of work, and other basic terms and conditions of employment, which is in effect during the term of this Pension Agreement and is applicable to a bargaining unit listed in Exhibit A, attached hereto and made a part hereof; and where used with respect to an employee means the Basic Agreement applicable to him;
- (b) "Employee" means any employee who, from time to time during the period in which this Agreement is effective, is covered by the Basic Agreement;
- (c) "Participant" means any Employee who shall have had at least one year of continuous service and shall have attained the age of 21 years and who, from time to time during the period in which this Agreement is effective, is accruing continuous service; where so indicated in the context, "participant" also refers to a person who is no longer accruing continuous service but who had attained pension eligibility under this Agreement at the date they ceased to accrue continuous service, including a person who is retired and is receiving or is entitled to receive pension benefits under this Agreement;
- (d) "Continuous Service" means continuous service determined pursuant to Section 5;
- (e) "Employer" means each of the following: Empire Iron Mining Partnership and Tilden Mining Company L.C. doing business together as Cliffs Michigan Mining, all of whose operations are managed by The Cleveland-Cliffs Iron Company, Managing Agent.
- (f) "Public Pension" means a benefit in the nature of an annuity, pension or payment of similar kind:
  - (i) under Title II of the Social Security Act or its successor (hereinafter "Social Security Act"), or
  - (ii) under the Railroad Retirement Act or its successor, or under a provision of law hereinafter established, if as to such benefit an Employer has contributed directly or indirectly by tax or otherwise with respect to employment of the participant by an Employer.

- (g) "Eligible for Public Pension" is used with respect to a participant when they are eligible to receive, or would upon application be eligible to receive, a Public Pension or would be so eligible except for an offset or suspension imposed by law.
- (h) "Earnings", for the purpose of (i) below, means the participant's earnings (including the amount resulting from a Cost-of-Living Adjustment which was included in the base hourly rates subsequent to April 30, 1974 and, for a participant who incurs a break in continuous service on or after October 1, 2022 to the extent of the full \$4.72 included in the base hourly rate resulting from the Cost-of-Living Adjustments after such first Cost-of-Living Adjustment but excluding Tonnage Bonus Payments, Performance Bonus Payments, Inflation Recognition Payments and Supplements, the Lump Sum \$1,000 paid in 1993 and the Special Payment conditioned on the profitability of Inland Steel Corporation in 1996); calculated as if any decreases effective March 1, 1983 and December 1, 1987 in the standard hourly wage scales of rates for both incentive and non-incentive jobs, the hourly additives for incentive jobs had not occurred; provided, however, that if a participant shall have served as a member of the Civil Rights Committee, Worker's Compensation Committee, Employee Assistance Committee, Grievance Committee, Safety Committee, or Job Classification Committee as well as other committees as mutually agreed to by the Union and the Company (not to exceed the number specified in the Basic Agreement at any time at any plant), or as a President, Vice President, Recording Secretary, Financial Secretary and/or Treasurer of a local of the Union, or shall have been absent from work because of leave of absence granted upon the request of the Union to any participant who shall be appointed or elected to any other office in the Union at the plant at which they shall then have been employed, and for that reason shall have been absent from work in accordance with the terms of the Basic Agreement during that period, their earnings for each month in which they shall have thus served (and their W-2 earnings for the purpose of paragraph 3.3(c)) shall, for the purpose of computing their pension only, be adjusted so as to be fairly representative of their normal earnings had they not been so absent.
- (i) "Frozen Average Monthly Earnings" means the average monthly earnings of a participant for services rendered which are paid by one or more of the Employers during the last 120 full calendar months of continuous service prior to retirement, or for each of the last ten consecutive twelve calendar month periods (calculation years) ending December 31, 2022, whichever is earlier, determined as follows:
- (1) The participant's earnings shall be calculated for each of the 10 calculation years during the last 120 full calendar months of continuous service prior to retirement, or prior to December 31, 2022, whichever is earlier, i.e., the first calculation year shall be the first 12 out of the last 120 full calendar months of continuous service, the second calculation year shall be the second 12 out of such 120 months and so forth through the tenth calculation year which shall be the last 12 out of such 120 months.
  - (2) There shall then be selected from such 10 calculation years a "calculation period"

which shall be the five consecutive calculation years in which the participant's aggregate earnings were the highest.

(3) Earnings during the calculation period shall be divided by 60, except that, if during the calculation period the participant shall have been absent from work without pay because of disability or layoff, the divisor of 60 shall be reduced by the greater of the aggregate of the full calendar months of such absence:

(i) in excess of three in each separate period, or

(ii) in excess of six;

provided, however, that, in the case of permanent incapacity retirement, before making the foregoing reduction, if the calculation period is the last five calculation years prior to retirement, there shall be deducted each full calendar month that the participant shall have been absent without pay because of total disability during the last six calendar months of such period. Months deducted under this proviso shall not be counted as months of absence under (i) and (ii).

(j) "Actuarial equivalent" means a benefit of equal value as determined in accordance with Exhibit B, included herein, and paragraphs 3.3 (c)(2) and (3), and paragraph 3.16. For the purpose of paragraph 3.11 only, "Actuarial equivalent" means the lump sum value of the monthly amount payable to a participant based on the 1971 Group Annuity Mortality Tables and the interest rate established under the Pension Benefit Guaranty Corporation regulations to determine the present value of immediate annuities in the event of single employer plan termination (PBGC interest rate) as of the date the participant incurs a break in continuous service. If the Company does not make a lump-sum distribution at the time that the participant incurs a break in continuous service but, pursuant to paragraph 3.11 makes a lump-sum distribution at a later point in time, the "actuarial equivalent" will be determined based on the PBGC interest rate in effect as of the first of the month preceding the month in which the lump-sum distribution is made.

A lump sum distribution pursuant to paragraph 3.11 shall be the greater of the lump sum distribution calculated in accordance with the preceding paragraph or the lump sum distribution calculated in accordance with the preceding paragraph as though it had been amended to use: (1) the applicable mortality table under Internal Revenue Code Section 417(e)(3) (in lieu of the 1971 Group Annuity Mortality table) for distributions under paragraph 3.11, and (2) the applicable interest rate under Internal Revenue Code Section 417(e)(3) for the second full calendar month preceding the first day of the month that contains the annuity starting date for the distribution (in lieu of the PBGC interest rate).

### ***When Retirement Occurs***

1.2 For purposes of this Agreement, retirement shall be considered to occur:

(a) in the case of a participant who applies for pension prior to a break in continuous service, on the date the participant specifies as the date they wish to retire, which shall

be a date on or after the latest of:

- (1) the date of their request for retirement
  - (2) the date of their attainment of eligibility for a pension under this Agreement, or
  - (3) the last day for which they earned wages from the Company, but not later than the last day of their continuous service;
- (b) in the case of a participant who applies for pension after a break in continuous service, on the last day of their continuous service, provided that on such last day they were eligible for an immediate or deferred pension under this Agreement.

***Provision of Benefits***

- 1.3 Subject to the corporate action required to provide the benefits and to the Company's obtaining and/or retaining approval by the Commissioner of Internal Revenue of the trust or trusts heretofore or hereafter established under the pension plan of the Company as changed to provide the benefits set forth in this Agreement, as exempt under the applicable provisions of the Internal Revenue Code or successors to them, the following benefits shall be provided by the Company or caused to be provided by the Company for the participants.

## 2. ELIGIBILITY FOR PENSION

### ***Normal Retirement***

2.1 Any participant who shall have had at least five (5) years of continuous service and shall have attained the age of 65 years shall have a non-forfeitable right to their normal retirement benefit and shall be eligible to retire on or after October 1, 2022 and shall upon their retirement (hereinafter “normal retirement”), be eligible for a pension.

### ***62/15 Retirement***

2.2 Any participant who has not attained the age of 65 years and who shall have had at least 15 years of continuous service and shall have attained the age of 62 years shall be eligible to retire on or after October 1, 2022, and shall upon their retirement (hereinafter “62/15 retirement”) be eligible for a pension.

### ***30-Year Retirement***

2.3 Any participant who has not attained the age of 62 and who shall have had at least 30 years of continuous service shall be eligible to retire on or after October 1, 2022, and shall upon their retirement (hereinafter “30-year retirement”) be eligible for a pension.

### ***60/15 Retirement***

2.4 Any participant who has not attained the age of 62 years and who shall have had at least 15 but less than 30 years of continuous service and shall have attained the age of 60 years shall be eligible to retire on or after October 1, 2022, and shall upon their retirement (hereinafter “60/15 retirement”) be eligible for a pension.

### ***Permanent Incapacity Retirement***

2.5 Any participant who shall have had at least 15 years of continuous service and who shall have become permanently incapacitated shall be eligible to retire on or after October 1, 2022, and shall upon their retirement (hereinafter “permanent incapacity retirement”) be eligible for a pension. A participant shall be considered to be permanently incapacitated (as “permanently incapacitated” is used herein) only (a) if they have been totally disabled by bodily injury or disease so as to be prevented thereby from engaging in any employment of the type covered by the Basic Agreement, and (b) after such total disability shall have continued for a period of five consecutive months and, in the opinion of a qualified physician, it will be permanent and continuous during the remainder of their life. Incapacity contracted, suffered or incurred while the participant was engaged in, or resulted from them having engaged in, a criminal enterprise, or resulting from future service in the armed forces and which prevents them from returning to employment with the Company and for which they received a military pension, shall not entitle a participant to a pension under this paragraph 2.5. Such pension shall be discontinued if such participant shall cease to be permanently incapacitated prior to age 62. The permanency of incapacity may be verified by medical examination prior to age 62 at any reasonable time.

### **70/80 Retirement**

- 2.6 Any participant who has not attained the age of 62 years and who shall have had at least 15 years continuous service and (i) shall have attained the age of 55 years and whose combined age and years of continuous service shall equal 70 or more, or (ii) whose combined age and years of continuous service shall equal 80 or more, and
- (a) whose continuous service is broken by reason of a permanent shutdown of a mine, department or subdivision thereof, or by reason of a layoff or physical disability, or
  - (b) whose continuous service is not broken and who is absent from work by reason of a layoff resulting from their election to be placed on layoff status pursuant to the provisions of the Basic Agreement applicable in the event of a permanent shutdown, or
  - (c) whose continuous service is not broken and who, while on layoff status by reason of their election to be placed on such status pursuant to the provisions of the Basic Agreement applicable in the event of a permanent shutdown, accepts a job with an Employer and, prior to the expiration of 90 consecutive calendar days from the first day worked on such job, elects to retire,

shall be eligible to retire on or after October 1, 2022 and shall upon their retirement (hereinafter "70/80 retirement") be eligible for a pension.

### **Rule-of-65 Retirement**

- 2.7 Any participant (i) who shall have had at least 20 years of continuous service as of their last day worked, (ii) who has not attained the age of 55 years, and (iii) whose combined age and years of continuous service shall equal 65 or more but less than 80 and,
- (a) whose continuous service is broken by reason of a layoff or disability, or
  - (b) whose continuous service is not broken and who is absent from work by reason of a layoff resulting from their election to be placed on layoff status pursuant to the provisions of the Basic Agreement applicable in the event of a permanent shutdown, or
- and who has not been offered suitable long-term employment as defined in Appendix A, shall be eligible to retire on or after October 1, 2022, and shall upon their retirement (hereinafter "rule-of-65 retirement") be eligible for a pension; provided however, that if at the time of application for retirement their Employer has not yet determined whether the participant will be offered suitable long-term employment, the participant will not be eligible to retire until the earlier of the date on which the Employer advises the participant that they will not be offered suitable long-term employment or the date on which the participant incurs a break in continuous service.

### **Deferred Vested Pension**

- 2.8 Any participant not eligible to receive a pension under any other provision of this Section 2 whose continuous service is broken on or after October 1, 2022 for any reason, and who, at the time of such break in continuous service, shall have at least 5 years continuous service shall be eligible for a pension (hereinafter "deferred vested pension"), subject to

the provisions relating to application set forth in paragraph 3.9(c) and commencement of pension set forth in paragraphs 3.10(d) and (e). At the time of such break in continuous service, the Company shall furnish such a participant an appropriate written notice of the eligibility requirements and the participant's relevant employment data.

- 2.9 Notwithstanding anything to the contrary contained in this Agreement, no pension (including any special payment) shall be payable for any month with respect to which the participant claims and is eligible for sickness or accident benefits provided under a Company program or similar benefits provided under law.

### 3. AMOUNT OF PENSION

#### ***Types of Pension Payments***

3.1 A pension granted pursuant to Section 2 shall consist of:

(a) a special initial pension amount (hereinafter “special payment”), except in the case of any participant eligible for a pension for permanent incapacity retirement or a deferred vested pension (or as provided in paragraph 6.5), and

(b) a regular pension amount (hereinafter “regular pension”), payable in monthly installments except as otherwise provided in paragraph 3.11,

provided in accordance with the provisions of this Section 3.

#### ***Special Payment***

3.2 (a) The amount of special payment for a participant who was entitled to receive a vacation in the year of retirement or who would have been entitled to receive a vacation in the year of retirement except for such retirement shall be calculated as follows:

(1) For a participant eligible for more than 4 weeks of regular vacation in the year of retirement, 14 weeks of vacation pay.

(2) For a participant eligible for less than 5 weeks of regular vacation in the year of retirement, 13 weeks of vacation pay.

(3) The amounts in (1) or (2) above shall be reduced by all vacation pay the participant received in such year.

(b) An additional lump sum amount payable to a participant who retires on or after October 1, 2022 but prior to September 1, 2026 and who has attained one of the following continuous service thresholds as of August 1, 2004:

Service	Amount
32 Years of Continuous Service	\$3,000
34 Years of Continuous Service	\$6,000
36 Years of Continuous Service	\$12,000

For example, a person with 33 years of service on August 1, 2004 shall be entitled to \$3,000 upon retirement, but shall accrue no further continuous service to reach a higher amount.

(c) The amount of special payment in 3.2 (a) above for a participant not in any event entitled to vacation in the year of retirement shall be calculated under the formula established in 3.2 (a) above as though the participant had retired in the year in which they were last entitled to a vacation.

(d) The special payment shall be payable for the first three full calendar months following the month in which retirement occurs. Such special payment shall be made in a lump sum within the first full calendar month following the month in which retirement occurs

or within the month following the month in which application for pension is made, whichever is later.

- (e) With respect to any participant referred to in the proviso contained in paragraph 1.1(h), if any such participant makes application for pension in a year in which they are not in any event entitled to vacation, for the purpose of determining the amount of their special payment in 3.2 (a) above, the vacation pay to which they would have been entitled had they not been on leave of absence shall be used for determination of the rate to be used in calculating the special payment and the amount deductible there from for vacation.
- (f) As used in this Agreement, the word "vacation" means the vacation provided under the vacation section of the Basic Agreement; "vacation pay" means the pay for a week of vacation calculated as provided in the vacation section of the Basic Agreement.

### ***Regular Pension***

3.3 (a) The regular pension shall be a monthly amount determined in accordance with (b), and (c) below, adjusted in accordance with the provisions of paragraphs 3.4, 3.5, 3.7, 3.8, 3.12(d), and 3.18 if applicable.

(b) Subject to (c) below, the monthly amount used in the calculation of any regular pension shall be determined in accordance with (1) or (2) below, whichever is applicable to the time period and higher:

(1) An amount (hereinafter "percent pension") equal to the participant's frozen average monthly earnings multiplied by:

(i) for a participant with more than 30 years of continuous service,

34.65% plus a percentage determined by multiplying 1.26% by the number of years (and fractions thereof calculated to the nearest month) of their continuous service in excess of 30 years, or

(ii) for a participant with 30 or less years of continuous service,

1.155% multiplied by the number of years (and fractions thereof calculated to the nearest month) of their continuous service, or

(2) An amount (hereinafter "minimum pension") equal to:

For a participant retiring on or after January 1, 2009, but before January 1, 2023:

(i) \$65.00 multiplied by years of Continuous Service up to 30 years, accrued prior to January 1, 2009, plus

(ii) plus \$85.00 multiplied by years of Continuous Service in excess of 30 years, accrued prior to January 1, 2009, plus

(iii) \$100.00 per month per year of Continuous Service accrued on or after January 1, 2009, but prior to January 1, 2019, plus

(iv) \$115.00 per month per year of Continuous Service accrued on or after January 1, 2019.

For a participant retiring on or after January 1, 2023:

(i) \$115.00 multiplied by years of Continuous Service accrued prior to January 1, 2023, plus

(ii) \$126.00 per month per year of Continuous Service accrued on or after January 1, 2023.

(c) (1) For a 60/15 retirement the monthly amount determined in (b) is applicable only if regular pension commences after attainment of age 62 (hereinafter “deferred 60/15 pension”), and for any deferred vested pension the monthly amount determined in is applicable only if:

(i) with respect to a participant who incurs a break in continuous service after attaining age 40 and completing at least 15 years of continuous service, regular pension commences after the participant has attained age 62, or

(ii) with respect to a participant who incurs a break in continuous service either prior to attaining age 40, or after attaining age 40 and before completing at least 15 years of continuous service, regular pension commences after the participant has attained age 65.

(2) A participant may in their application for 60/15 pension elect an immediate pension, and a participant who incurs a break in continuous service after attaining age 40 and completing at least 15 years of continuous service who is entitled to a deferred vested pension may, pursuant to paragraph 3.9(c), make application for commencement of pension payments after attainment of age 60 and prior to attainment of age 62, and in either such case the monthly amount calculated under (b) shall be reduced to the actuarial equivalent thereof in accordance with the following:

<b>Age at Start of Pension</b>	<b>Percentage</b>
60	83.82%
60-1/12	84.46%
60-2/12	85.09%
60-3/12	85.73%
60-4/12	86.36%
60-5/12	87.00%
60-6/12	87.64%
60-7/12	88.27%
60-8/12	88.91%
60-9/12	89.54%
60-10/12	90.18%
60-11/12	90.81%
61	91.45%

61-1/12	92.16%
61-2/12	92.87%
61-3/12	93.59%
61-4/12	94.30%
61-5/12	95.01%
61-6/12	95.72%
61-7/12	96.44%
61-8/12	97.15%
61-9/12	97.86%
61-10/12	98.57%
61-11/12	99.29%
62	100.00%

The previous percentages shall be applied on the basis of the participant's age to the nearest month.

- (3) A participant who incurs a break in continuous service either prior to attaining age 40, or after attaining age 40 and before completing at least 15 years of continuous service, and who is entitled to a deferred vested pension may, pursuant to paragraph 3.9(c), make application for commencement of pension payments after attainment of age 60 and prior to attainment of age 65, and in such case the monthly amount calculated under (b) shall be reduced to the actuarial equivalent thereof in accordance with following:

<b>Age at Start of Pension</b>	<b>Percentage</b>	<b>Age at Start of Pension</b>	<b>Percentage</b>
60	63.10%	62-7/12	79.51%
60-1/12	63.58%	62-8/12	80.11%
60-2/12	64.06%	62-9/12	80.71%
60-3/12	64.54%	62-10/12	81.32%
60-4/12	65.02%	62-11/12	81.93%
60-5/12	65.50%	63	82.53%
60-6/12	65.98%	63-1/12	83.21%
60-7/12	66.45%	63-2/12	83.89%
60-8/12	66.93%	63-3/12	84.58%
60-9/12	67.41%	63-4/12	85.26%
60-10/12	67.89%	63-5/12	85.94%
60-11/12	68.37%	63-6/12	86.62%
61	68.85%	63-7/12	87.30%
61-1/12	69.38%	63-8/12	87.99%
61-2/12	69.92%	63-9/12	88.67%
61-3/12	70.45%	63-10/12	89.35%
61-4/12	70.99%	63-11/12	90.03%
61-5/12	71.53%	64	90.72%
61-6/12	72.06%	64-1/12	91.49%
61-7/12	72.60%	64-2/12	92.26%
61-8/12	73.14%	64-3/12	93.04%
61-9/12	73.67%	64-4/12	93.81%
61-10/12	74.21%	64-5/12	94.58%
61-11/12	74.75%	64-6/12	95.36%
62	75.28%	64-7/12	96.13%
62-1/12	75.89%	64-8/12	96.91%
62-2/12	76.49%	64-9/12	97.68%
62-3/12	77.10%	64-10/12	98.45%
62-4/12	77.70%	64-11/12	99.23%
62-5/12	78.30%	65	100.00%
62-6/12	78.91%		

The above percentages shall be applied on the basis of the participant's age to the nearest month.

***Increased Pension - Permanent Incapacity, 70/80, 30-Year With Age 60, 62/15 and 30-Year***

- 3.4 (a) In the determination of the amount of any regular pension for permanent incapacity or 70/80 retirement, the monthly amount determined in accordance with paragraph 3.3(b) shall be increased by \$400 per month; provided, however, that such increase shall not be applicable with respect to such a regular pension payable for any month for which the participant is eligible for Public Pension. Where the Public Pension is age based Social Security this limitation shall not apply until the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit.
- (b) For participants who retire on or after October 1, 2022 on a 30-Year retirement, the monthly amount determined in accordance with paragraph 3.3(b) shall be increased by \$400; provided, however, that such increase shall not be applicable with respect to such regular pension payable for any month after the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit or dies. However, in no event will a participant receive less than twelve (12) months of such increased pension unless death occurs during the twelve (12) month period.
- (c) For participants whose retirement occurs on or after October 1, 2022, in the determination of the amount of any regular pension for a participant retiring on a 62/15 retirement, the monthly amount determined in accordance with paragraph 3.3(b) shall be increased by the greater of
- (i) the amount by which \$1,250 exceeds the monthly amount determined in accordance with paragraph 3.3(b), or
  - (ii) \$400,
- payable for the first twelve (12) monthly pension payments unless death occurs during this twelve (12) month period.

***Increased Pension - Rule-of-65***

- 3.5 (a) In the determination of the amount of any regular pension for rule-of-65 retirement, the monthly amount determined in accordance with paragraphs 3.3(b) shall be increased by \$400 per month; provided, however, that such increase shall not be applicable with respect to such a regular pension payable for any month for which the participant is eligible for Public Pension, except where the Public Pension is age based Social Security this limitation shall not apply until the participant is eligible for a monthly Social Security benefit equal to 80% of the full retirement age Social Security benefit and provided, further, that if the participant has earned income after retirement and prior to attainment of eligibility for Public Pension including the above age based Social Security exception which exceeds \$17,000 in 2022 or subsequent calendar years (hereinafter "excess earned income"), the increased pension payable pursuant to this paragraph 3.5 (hereinafter "increased pension") for any calendar year shall be reduced by \$1 for each \$2 of excess earned income. The \$17,000 in 2022 or in subsequent

years shall be prorated for the year in which retirement occurs and for the year in which the participant becomes eligible for Public Pension including the above age based Social Security exception.

- (b) For the purpose of this paragraph 3.5, earned income shall include wages, salaries, tips, bonuses, commissions, and earnings resulting from self-employment.
- (c) To facilitate determination of their annual earned income, each participant shall at the time of rule-of-65 retirement authorize the Social Security Administration and/or the Railroad Retirement Board to release to the Company a record of their creditable earnings for Social Security and/or Railroad Retirement Act purposes and agree to give the Company by April 15th of each year a copy of their W-2 forms and a statement of their annual earned income for the preceding year on a form provided by the Company. If the participant revokes the authorization to the Social Security Administration and/or Railroad Retirement Board or fails to submit the required information to the Company by April 15th of each year, the participant shall be presumed ineligible for increased pension for the preceding year; provided, however, that such presumption of ineligibility will be disregarded in the event that the participant reinstates the required authorization or submits the required information at a later date.
- (d) If it is determined in accordance with (c) above that the participant was not eligible for all or part of the increased pension which they received for the preceding year, payment of increased pension will be suspended and not resumed until the month following the month in which the participant notifies the Company that they do not expect their earned income for the current year to exceed \$17,000 in 2022 or in subsequent years. The amount of any overpayment will be recouped by reducing or discontinuing payment of the participant's regular pension (and their increased pension, if they notify the Company that they do not expect their earned income for the current year to exceed \$17,000 in 2022 or in subsequent years) until the full amount of the overpayment has been recovered.
- (e) At the request of the participant the Company may reduce or discontinue payment of increased pension for a period specified by the participant.
- (f) If it is determined that the participant did not receive all of the increased pension to which they were entitled for a given year, the amount shall be paid promptly.

***Regular Pension—Part-Time Participants***

3.6 Notwithstanding anything to the contrary contained in the foregoing provisions of this Section 3, the amount of the minimum pension provided in paragraph 3.3(b) shall, in the case of any participant the Company finds to be a part-time participant, be reduced to an amount equitably related to the hours worked by them in comparison to hours worked by other participants but not less than the amount which would have been payable if they had retired under the Pension Agreement in effect immediately prior to July 31, 1966. The Company shall not find a participant to be a part-time participant unless for the mutual convenience of the participant and the Employer, they were, in the 120 months preceding

their retirement, regularly scheduled to work fewer hours than the straight-time schedule of full-time participants.

***Deduction for Public Pension***

3.7 Deductions for Public Pension shall be made from the amount determined in accordance with paragraphs 3.3(b), and (c) in accordance with the following provisions:

- (a) The regular pension shall not be affected by Public Pension related to the Social Security Act;
- (b) For any month a participant is eligible for Public Pension not related to the Social Security Act, there shall be a deduction for such Public Pension from the amount determined in accordance with paragraphs 3.3(b), and (c). The amount of such deduction shall be the amount of Public Pension paid or payable to the participant, or that would upon application become payable to them for such month without regard to any offset, suspension or reduction imposed by law (including any reduction by reason of commencement of such Public Pension prior to the age at which it is first provided under law without such a reduction), except that for a participant whose original date of hire was prior to January 1, 1975 the amount of such deduction shall be equal to 50% of the Tier II benefit determined in accordance with the Railroad Retirement Act; provided such deduction shall be limited to the amount, to the extent reasonably determinable, of such Public Pension attributable to employment by the Company; and provided, further, that in the case of a participant eligible for Public Pension under the Railroad Retirement Act, the amount of such deduction shall be based on the provisions of such Act in effect as of the date the participant retires;
- (c) After a deduction for Public Pension first becomes applicable, it shall not be changed to reflect any increase of such Public Pension resulting from:
  - (1) amendment of law under which such Public Pension is provided, if the effective date of such increase occurs after the first month with respect to which a deduction for such Public Pension became applicable, or
  - (2) subsequent employment by other than an Employer.

***Deduction for Other Pension***

3.8 If any participant entitled to pension benefits pursuant to this Agreement is or shall become, or upon application would become, entitled to any other pension or payment in the nature of an annuity, pension or payment of similar kind by reason of any law, or a payment made pursuant to this Agreement from any source or fund to which any Employer shall have directly or indirectly contributed (any such other pension or payment hereinafter "Other Pension"), then the amount determined in accordance with paragraphs 3.3(b), and (c) and paragraphs 3.4 or 3.5 and otherwise payable to such participant for any period shall be reduced by the amount of any such Other Pension paid or payable to them or that would upon application become payable to them for the corresponding period; provided, however, that if such participant shall have contributed to such source or fund, then the amount by which such amount would otherwise be reduced in accordance with foregoing

provisions of this paragraph 3.8 shall be decreased by the amount of that part of such Other Pension which shall be attributable to the contributions which such participant shall have made to such source or fund; and provided, further, such deduction shall be limited to the amount, to the extent reasonably determinable, of such Other Pension attributable to employment with an Employer during a period in which the participant has been credited with continuous service for the purpose of calculating the amount of any regular pension under this Agreement.

### ***Pension Application***

- 3.9 (a) Each application for a pension shall be in writing on a form provided by the Company. The Company may require any applicant for a pension to furnish to it such information as may reasonably be required.
- (b) Except as provided in (c) below, a participant may make application for pension at any time prior or subsequent to their retirement.
- (c) A participant may make application for a deferred vested pension not earlier than 90 days prior to the first day of the month for which the first installment of pension is payable as provided in paragraph 3.10(d) or 3.10(e).

### ***Commencement and Termination of Regular Pension***

- 3.10 (a) In the case of a participant who is eligible for any type of pension other than permanent incapacity pension, 60/15 pension or deferred vested pension, the first installment of any regular pension shall be payable for the first full calendar month following the three calendar months for which the special payment is made.
- (b) In the case of a participant who is eligible for permanent incapacity pension, the first installment of any regular pension shall be payable for the first full calendar month following the month in which retirement occurs.
- (c) In the case of a participant who is eligible for a 60/15 pension, the first installment of regular pension shall be payable for the fourth calendar month following the month in which the participant attains age 62 unless the participant elects earlier commencement in accordance with paragraph 3.3(c)(2), in which case the first installment of regular pension shall be payable for the first full calendar month following the three calendar months for which the special payment is made.
- (d) In the case of a participant who is eligible for a deferred vested pension and who incurs a break in continuous service after attaining age 40 and completing at least 15 years of continuous service, the first installment of regular pension shall be payable for the calendar month next following the participant's 62nd birthday unless the participant elects earlier commencement in accordance with paragraph 3.3(c)(2), in which case the first installment of regular pension shall be payable for the later of (i) the calendar month specified by the participant in their application for pension, provided such month is subsequent to the month in which they attain age 60, or (ii) the calendar month in which application for pension is made.

- (e) In the case of a participant who is eligible for a deferred vested pension and who incurs a break in continuous service either prior to attaining age 40, or after attaining age 40 and before completing at least 15 years of continuous service, the first installment of regular pension shall be payable for the calendar month next following the participant's 65th birthday unless the participant elects earlier commencement in accordance with paragraph 3.3(c)(3) in which case the first installment of regular pension shall be payable for the later of (i) the calendar month specified by the participant in their application for pension, provided such month is subsequent to the month in which they attain age 60, or (ii) the calendar month in which application for pension is made.
- (f) Unless a participant elects otherwise by a written statement signed by them and submitted to the Pension Administration Committee, which statement describes the benefits to which they are entitled and the date on which the payment of such benefit shall commence, in no event shall the payment of a participant's benefits under the plan commence later than the 60th day after the close of the latest plan year in which occurs (a) the participant's normal retirement date, (b) the 10th anniversary of the plan year in which the participant's participation in the plan commenced or (c) the termination of the participant's employment with the Company.
- (g) Subject to paragraph 3.19, the last installment of any regular pension shall be payable for the month in which the death of the participant shall occur.

### ***Lump Sum Payment***

3.11 The Company, in lieu of regular monthly payments, shall make a lump-sum payment which shall be the Actuarial Equivalent of the regular pension otherwise payable, based on the table and interest rate as indicated in 1.1(i) if the Actuarial Equivalent is not more than \$5,000. The Participant may request the Company to arrange a direct rollover (or transfer) of this lump-sum payment to another employer's qualified plan or to an individual retirement account (IRA). If the lump-sum payment is at least \$1,000 (but not greater than \$5,000) and the Participant does not make a payment election, the Company will arrange a direct rollover to an IRA selected by the Company. If the lump-sum payment is less than \$1,000 and the Participant does not make a payment election, it will be distributed to the Participant.

### ***Pre-Pension Spouse Coverage***

- 3.12 (a) Any participant who is accruing continuous service and who has a spouse and (i) who had elected Pre-Pension Spouse Coverage under a Prior Pension Agreement, and (ii) who had not previously revoked such election prior to October 1, 2022 may, as provided below, continue Pre- Pension Spouse Coverage which would provide a lifetime monthly payment for the participant's spouse following the participant's death. Any monthly payment resulting from such coverage will be in addition to any surviving spouse's benefit provided under Section 4.
- (b) (1) The effective date of Pre-Pension Spouse Coverage shall be the date two years following the date the participant elects to obtain such coverage by filing the form prescribed for this purpose with the Company or the date the participant attains the

required age and service, whichever is later. Notwithstanding anything to the contrary contained in the foregoing, if a participant dies as the result of an accident which occurs after having attained the required age and service and after they have elected Pre-Pension Spouse Coverage but prior to that date that such coverage becomes effective such coverage will be deemed to have become effective as of the date such participant elected such coverage.

- (2) A participant may terminate Pre-Pension Spouse Coverage at any time with such termination to be effective as of the date the form prescribed for this purpose is filed with the Company, provided that a termination of Pre-Pension Spouse Coverage shall be effective only if the participant's spouse consents in writing to such termination, and the spouse's consent acknowledges the effect of such termination and is witnessed by a plan representative or a notary public, or it is established to the satisfaction of a plan representative or a notary public that such consent may not be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may prescribe by regulations. Such coverage will automatically terminate as of the earliest of:
  - (i) the date the participant is divorced from their spouse,
  - (ii) the date the spouse dies,
  - (iii) the date preceding the participant's retirement,
  - (iv) the date the participant incurs a break in continuous service.
- (3) Provided the participant meets all of the eligibility requirement of (a) above, the effective date of Pre-Pension Spouse Coverage for a participant who is reemployed following retirement or a break in continuous service, shall be the date of reemployment; provided, however, that the participant may within thirty days after such reemployment revoke such coverage effective as of the date of reemployment.
- (c) There shall be no charge for Pre-Pension Spouse Coverage.
- (d) If a participant dies while the Pre-Pension Spouse Coverage is in effect, the surviving spouse shall receive 50% of an amount equal to the product of:
  - (1) the amount determined in accordance with paragraphs 3.3(b) as though the participant had retired on the date of their death and, in the case of a participant who died prior to attainment of age 65, as though they had been age 65 on the date of their death, reduced in accordance with (d) above, multiplied by
  - (2) the applicable percentage obtained from Exhibit B, based on the ages of the participant and the spouse as of the participant's date of death.
- (e) The first installment of the amount payable to the participant's spouse pursuant to this paragraph 3.12 shall be payable for the month following the month in which the participant's death occurs, and the last installment shall be payable for the month in

which the spouse's death occurs.

- (f) Satisfactory proof of marriage of the participant and their spouse and the age of the participant's spouse will be required prior to the payment of monthly installments under this coverage. Satisfactory proof of divorce or of the death of the participant's spouse will be required for automatic termination of Pre-Pension Spouse Coverage under (b)(2) above. No consent shall be required of the participant's spouse in order to terminate such coverage.
- (g) In the event a participant who has elected Pre-Pension Spouse Coverage dies as the result of an accident prior to the date Pre-Pension Spouse Coverage becomes effective and such participant has not revoked the coverage provided under section 3.13, the Pre-Pension spouse benefits will be paid in lieu of any benefit under section 3.13.

### ***Pre-Retirement Survivor Annuity Coverage Eligibility***

- 3.13 (a) Pre-Retirement Survivor Annuity Coverage (hereinafter Survivor Annuity Coverage) is automatically applicable to any participant, as described below, who has been married for at least one year and who has not, with the concurrence of their spouse, revoked such coverage; provided, however, this Coverage is not applicable to a participant who has elected the Pre-Pension Spouse Benefit provisions of paragraph 3.12 of this Agreement as long as such coverage is in effect; and provided, further, that the spouse's benefit under paragraph 3.12 is not less than under the Survivor Annuity Coverage.
- (1) Any participant who is accruing continuous service and who has completed at least 5 years of continuous service.
  - (2) Any participant who incurs a break in continuous service after age 60 with eligibility for a 60/15 or deferred vested pension and who does not elect immediate commencement of pension.
  - (3) Any participant who incurs a break in continuous service and prior to age 60 with eligibility only for a deferred vested pension.

### **Commencement and Termination of Survivor Annuity Coverage**

- (b) The surviving spouse of a participant who dies while Survivor Annuity Coverage is in effect will be eligible for a monthly payment commencing with the month following the month in which
  - (1) the participant's death occurs; or
  - (2) the participant's 60th birthday would have occurred, in the case of a participant who dies while accruing continuous service and prior to attainment of age 60 or prior to completing 30 years of continuous service, and in the case of a participant covered by paragraph 3.13(a)(3) who dies prior to attainment of age 60.
  - (3) The last installment of the Survivor Annuity shall be payable for the month in which

the spouse's death shall occur.

#### Amount of Survivor Annuity

- (c) If a participant dies while Survivor Annuity Coverage is in effect, the surviving spouse shall receive 50% of an amount equal to the product of:
- (1) in the case of a participant who dies while accruing continuous service after having attained the age of 60 or after having completed at least 30 years of continuous service, the amount determined in accordance with paragraphs 3.3(b) as though the participant had been age 65 on the date of their death, multiplied by the applicable percentage obtained from Exhibit B, based on the ages of the participant and their spouse as of the first of the month following the participant's death;
  - (2) in the case of a participant who dies while accruing continuous service prior to attainment of the age of 60 and prior to completing at least 30 years of continuous service, the amount determined in accordance with paragraphs 3.3(b) and (c) as though the participant had been age 60 on the date of their death, multiplied by the applicable percentage obtained from Exhibit B, based on the ages of the participant and their spouse as of the first of the month following the month in which the participant would have attained 60 years of age;
  - (3) in the case of a participant who had retired on a 60/15 or deferred vested pension after attainment of 60 years of age and who had elected to defer commencement of pension payments and who dies prior to commencement of such payments, and in the case of a participant eligible for a deferred vested pension who dies after attainment of 60 years of age and prior to commencement of pension payments; the amount determined in accordance with paragraphs 3.3(b) and (c), as though the participant had elected to have pension commence with the first of the month following the date of death, multiplied by the applicable percentage obtained from Exhibit B, based on the ages of the participant and their spouse as of the first of the month following the participant's death;
  - (4) in the case of a participant eligible for a deferred vested pension who dies prior to attainment of 60 years of age, the amount determined in accordance with paragraphs 3.3(b), and (c) as though the participant survived until age 60 and elected to have pension payments commence as of the first of the month following attainment of age 60, multiplied by the applicable percentage obtained from Exhibit B, based on the ages of the participant and their spouse as of the first of the month following the month in which the participant would have attained 60 years of age;
  - (5) Notwithstanding anything to the contrary contained in this paragraph 3.13(c), the Survivor Annuity will be reduced by the surviving spouse's benefit payable if any, pursuant to Section 4 of this Agreement.
  - (6) The sum of any lifetime monthly benefits payable under this paragraph 3.13 and Section 4 shall not be more than 100% of the amount the participant would have

received during their lifetime at the date of their death and as though they had been age 65.

#### Notification, Revocation and Election of Survivor Annuity Coverage

- (d) (1) At least 180 days prior to the year in which the participant will attain 35 years of age, each eligible participant who is accruing continuous service shall be advised regarding Survivor Annuity Coverage, and the benefits provided pursuant to this Section 3.
- (2) A participant covered by subparagraphs 3.13(a)(2) and (3) who has a spouse will be advised upon termination of employment regarding Survivor Annuity Coverage, and the benefits provided pursuant to this Section 3.
- (3) A participant, with the concurrence of their spouse, may revoke Survivor Annuity Coverage at any time after attainment of 35 years of age.
- (4) Revocation of Survivor Annuity Coverage may be effected by filing the form prescribed for this purpose with an Employer at any time after the participant's 35th birthday. To be valid, the revocation must be signed by the participant and their spouse in the presence of an employee of the Employee Relations Department of the Company, or in the presence of a Notary Public and the form notarized. This notarized form must be filed with an Employer. Such revocation will be effective the date the form is received by the Employer.
- (5) Survivor Annuity Coverage will automatically terminate as of the earliest of:
  - (i) the date of the participant is divorced from their spouse;
  - (ii) the date the spouse dies;
  - (iii) except in the case of a participant covered by 3.13(a)(2) and (3), the date of the Participant's retirement;
  - (iv) in the case of a participant covered by 3.13(a)(2) and (3), the last day of the month preceding the first month for which pension is paid;
  - (v) the day following the date the participant dies.
- (6) A participant will automatically be covered by Survivor Annuity Coverage unless the participant and the spouse revoke such coverage as of the later of
  - (i) the date that is one year after the date the participant and their spouse are first married, or
  - (ii) the date the participant completes 5 years of continuous service.
- (7) A participant who revokes Survivor Annuity Coverage may subsequently elect such coverage at any time by submitting the prescribed form and copies of the participant's marriage certificate and birth certificates for the participant and spouse, to the Human Resources Department of the Company. However, such election will not be effected until the form, and documents required are submitted

to the Company, provided that such election will be effective no later than 7 days following receipt of the required documents by the Employee Relations Department.

- (8) A participant who returns to the employ of the Company after having been retired and receiving a pension or after having incurred a break in continuous service with eligibility for a deferred vested pension, shall automatically be provided Survivor Annuity Coverage effective with their first day of reemployment unless the participant, with the concurrence of their spouse, revokes such coverage within 90 days of the date of reemployment.
  - (9) Satisfactory proof of marriage of the participant and their spouse and the age of the participant's spouse will be required prior to the payment of monthly installments under Survivor Annuity Coverage. Satisfactory proof of divorce or of the death of the participant's spouse will be required for automatic termination of Survivor Annuity Coverage under (d)(5) above.
  - (10) The Survivor Annuity provided pursuant to this paragraph 3.13 shall be payable to that person to whom the participant was married as of the date of the participant's death only if they were married for at least one year immediately preceding the date of death. However, to the extent provided in any qualified domestic relations order (QDRO), as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended and Section 414(p) of the Internal Revenue Code of 1954, as amended, the former spouse of a participant shall be treated as the surviving spouse of the participant if the participant and such former spouse were married for at least one year.
  - (11) Notwithstanding anything to the contrary contained in this Agreement, spousal consent will not be required to revoke the coverage provided under this Section if it is established to the satisfaction of the Company that the signature of the spouse cannot be obtained because there is no spouse, because the spouse cannot be located or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.
- (e) Notwithstanding anything to the contrary contained herein, in the event a participant has elected Pre-Pension Spouse Coverage and has not revoked Survivor Annuity Coverage and dies accidentally before the effective date of Pre-Pension Spouse Coverage, the Survivor Annuity Benefit will not be payable.

***Automatic 50% Spouse Option***

- 3.14 (a) (1) Unless a participant who has a spouse at the time pension payments commence revokes the Automatic 50% Spouse Option within the period established by (a)(3) below, they shall receive a "net reduced pension" during their lifetime, and after the death of the participant their spouse shall receive a lifetime monthly payment equal to one-half of the participant's "reduced pension".
- (2) For the purpose of this paragraph 3.14, "reduced pension" means an amount equal

to the product of:

- (i) the amount in accordance with paragraphs 3.3(b) and (c) reduced in accordance with paragraph 3.12(d), if applicable, and subject to the deductions provided pursuant to paragraph 3.7 and 3.8, if applicable, multiplied by
  - (ii) the applicable percentage obtained from Exhibit B, based on the ages of the participant and the spouse at the date pension payments commence; and “net reduced pension” means the reduced pension increased in accordance with the provisions of paragraphs 3.4 or 3.5, if applicable.
- (3) Subject to the spousal consent provisions of subparagraph (k) hereof, a participant may revoke the Automatic 50% Spouse Option by written notice duly filed with the Company at any time within the 90-day period prior to the date pension payments commence, or within 90 days following the date on which the Company provides written notice to the participant regarding the Automatic 50% Spouse Option or, if the participant has not been given specific information regarding the terms and conditions of such Option and the financial effect upon their pension of electing such Option and within 60 days of receiving the notice regarding the option makes a written request for such specific information, within 90 days following the date on which the Company provided such information, whichever is later, and
- (i) receive the regular pension otherwise payable under this Agreement during their lifetime, or
  - (ii) elects the 50% Joint and Survivor Pop-Up Option or a co-pensioner option in accordance with the provisions set forth in paragraphs 3.16 and 3.17.
- (4) Subject to the spousal consent provisions of subparagraph (k) hereof, a participant may cancel a revocation of the Automatic 50% Spouse Option at any time during the period in which they may revoke such Option.
- (b) Any monthly payment resulting from the Automatic 50% Spouse Option will be in addition to any surviving spouse’s benefit provided under Section 4.
- (c) In case of a participant who has not revoked the Automatic 50% Spouse Option, the first installment of net reduced pension shall be payable for the month in which they are first entitled under paragraph 3.10 to receive regular pension. The last installment of such net reduced pension shall be payable for the month in which the participant’s death shall occur; provided, however, that any monthly installments payable to such participant and remaining unpaid at the time of their death will be paid to their spouse, if then surviving. The first monthly payment to the participant’s spouse shall be payable for the month following the month in which the participant’s death shall occur, but not for any month prior to the month for which the participant would have first been entitled to receive a net reduced pension, and the last monthly payment to such spouse shall be payable for the month in which such spouse shall die.
- (d) Any revocation of the Automatic 50% Spouse Option shall be executed on the form prescribed for this purpose by the Company and shall be deemed to be duly filed when

it shall have been received by the Company.

- (e) Satisfactory proof of marriage of the participant and their spouse and of the age of the participant's spouse will be required prior to the payment of monthly installments under this coverage.
- (f) If any participant shall die prior to commencement of pension payments, the participant's spouse shall not be entitled to any payments pursuant to this paragraph 3.14.
- (g) If any participant shall not have revoked the Automatic 50% Spouse Option within the period established by (a)(3) and their spouse shall die after the end of such period, but prior to the death of such participant, such participant shall continue to receive net reduced pension installments.
- (h) If any participant shall not have revoked the Automatic 50% Spouse Option and their spouse shall die within the period established by (a)(3) the participant shall be treated the same as if they had revoked such option.
- (i) Notwithstanding anything to the contrary contained in this paragraph 3.14, if, after the retirement of a participant who shall not have revoked the Automatic 50% Spouse Option, the amount of regular pension which would have been payable to the participant under this Agreement had they revoked such option is subject to any further deduction, change, offset or correction, then the amount payable under such option to such participant and/or their spouse shall be adjusted to reflect any such further deduction, change, offset or correction.
- (j) For the purpose of this paragraph 3.14, in the case of a participant who retires on other than a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the date of retirement and, in the case of a participant who retires on a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the first of the month for which regular pension is first payable under the provisions of paragraph 3.11.
- (k) Notwithstanding anything to the contrary contained in this paragraph 3.14, a participant may revoke the Automatic 50% Spouse Option only with the written consent of their spouse. Revocation of this option may be effected by filing the prescribed form with the Company. To be valid, the form must be signed by the participant and their spouse in the presence of an employee of the Human Resources Department of the Company or in the presence of a notary public and the form notarized. This notarized form will be effective only when the form is filed with the Company. Once the spouse has consented to a participant's election to revoke the Automatic 50% Spouse Option in the manner provided herein, the spouse's consent may not be revoked.
- (l) Notwithstanding anything contained in subsection (k) above, spousal consent will not be required to revoke coverage under this section 3.14 if it is established to the satisfaction of the Company that the signature of the spouse cannot be obtained because there is no spouse, because the spouse cannot be located or because of

such other circumstances as the Secretary of Treasury may by regulations prescribe.

### **75% Qualified Optional Survivor Annuity**

- 3.15 (a) (1) A married participant may, under the conditions set forth in subsection (d) below, by written notice duly filed with the Company, elect to convert the regular pension otherwise payable to the participant under this Agreement upon retirement, into a "net reduced pension", in accordance with the 75% Qualified Optional Survivor Annuity described as follows: A "net reduced pension" during the participant's lifetime and after death of the participant their spouse shall receive a lifetime monthly payment equal to 75% of the participant's "reduced pension."
- (2) For the purposes of this paragraph in 3.15, "reduced pension" means an amount equal to the product of:
- (i) the amount in accordance with paragraphs 3.3(b), subject to the deductions provided pursuant to paragraph 3.7 and 3.8, if applicable, multiplied by
  - (ii) the applicable percentage obtained from Exhibit A, based on the ages of the participant and the spouse at the date pension payments commence; and "net reduced pension" means the reduced pension increased in accordance with the provisions of paragraph 3.4 or 3.5, if applicable.
- (b) Any monthly payment to the spouse resulting from the 75% Qualified Optional Survivor Annuity will be in addition to any surviving spouse's benefit provided under Section 4.
- (c) The first installment of the participant's net reduced pension shall be payable for the month in which the participant is first entitled under paragraph 3.10 to receive regular pension. The last installment of such net reduced pension shall be payable for the month in which the participant's death shall occur; provided, however, that any monthly installments payable to such participant and remaining unpaid at the time of the participant's death will be paid to the participant's spouse, if then surviving. The first monthly payment to the participant's spouse shall be payable for the month following the month in which the participant's death shall occur, but not for any month prior to the month for which the participant would have first been entitled to receive a net reduced pension, and the last monthly payment to such spouse shall be payable for the month in which such spouse shall die.
- (d) Effective, January 1, 2009, a married participant may in accordance with the provisions of (a) above elect the 75% Qualified Optional Survivor Annuity, revoke this option election or change an option election at any time prior to the date pension payments commence, or within 180 days following the date on which the Company provides written notice to the participant regarding 75% Qualified Optional Survivor Annuity, or if the participant has not been given specific information regarding the terms and conditions of such options and the financial effect upon their pension of electing such options, and within 60 days of receiving the notice regarding the options makes a written request for such specific information, within 180 days following the date on which the

Company provides such information, whichever is later; provided, however, that the election of the 75% Qualified Optional Survivor Annuity will be null and void unless the participant revokes the Automatic 50% Spouse Option provided under paragraph 3.14, in accordance with the terms thereof, and any election to change an option election shall be null and void unless spousal consent thereto is obtained in the manner contemplated by paragraph 3.14.

- (e) Any election or revocation of an option or change of an option and/or co-pensioner pursuant to this paragraph 3.15 shall be executed on a form prescribed for the purpose by the Company and shall be deemed to be duly filed when it shall have been received by the Company.
- (f) If any participant shall have elected the 75% Qualified Optional Survivor Annuity in writing within 90 days of retirement and subsequently dies prior to such retirement date, applicable surviving spouse payments will be based on the 75% Optional election on file.
- (g) If any participant shall have elected the 75% Qualified Optional Survivor Annuity within the period established by (a)(3) above and their spouse shall die after the end of such period, but prior to the death of such participant, such participant shall continue to receive net reduced pension installments.
- (h) If any participant shall have elected the 75% Qualified Optional Survivor Annuity and their spouse shall die (i) before such participant shall have commenced receiving pension payments or, if later, (ii) before the expiration of the 180-day period described in (d) above then the participant shall be treated the same as if they had not made such election.
- (i) Notwithstanding anything to the contrary contained in this paragraph 3.15, if after the retirement of a participant who shall have elected the 75% Qualified Optional Survivor Annuity, the amount of regular pension which would have been payable to the participant under this Agreement had they not elected an option is subject to any further deduction, change, offset or correction, then the amount payable under an elected option to such participant and/or the participant's spouse shall be adjusted to reflect any such further deduction, change, offset or correction.
- (j) For the purpose of this paragraph 3.15, in the case of a participant who retires on other than a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the date of retirement and, in the case of a participant who retires on a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the first of the month for which regular pension is first payable under the provisions of paragraph 3.10.
- (k) Satisfactory proof of marriage of the participant and their spouse and of the age of the participant's spouse will be required prior to the payment of monthly installments under this coverage.

- (l) The "net reduced pension" determined in accordance with Table A to provide for a 75% Qualified Optional Survivor Annuity shall not be less than the Actuarial Equivalent of the benefit payable absent such an election.

**50% Joint and Survivor Pop-Up Option**

- 3.16 (a) (1) A married participant may, under the conditions set forth in subsection (d) below, by written notice duly filed with the Company, elect to convert the regular pension otherwise payable to the participant under this Agreement upon retirement, into a "net reduced pension", in accordance with the 50% Joint and Survivor Pop-Up Option described as follows: A "net reduced pension" during the participant's lifetime and after death of the participant their spouse shall receive a lifetime monthly payment equal to one-half of the participant's "reduced pension"; however, if a participant's spouse dies prior to the death of the participant, the "net reduced pension" otherwise payable to such participant during their lifetime will be increased, effective with the month following the month the spouse died, by eliminating the reduction applied in paragraph 3.16(2)(ii) below.
- (2) For the purpose of this paragraph in 3.16, "reduced pension" means an amount equal to the product of:
- (i) the amount in accordance with paragraphs 3.3(b) and (c) reduced in accordance with paragraph 3.12(d), if applicable, and subject to the deductions provided pursuant to paragraph 3.7 and 3.8, if applicable, multiplied by
  - (ii) the applicable percentage obtained from Exhibit B, based on the ages of the participant and the spouse at the date pension payments commence; and "net reduced pension" means the reduced pension increased in accordance with the provisions of paragraph 3.4 or 3.5, if applicable.
- (b) Any monthly payment to the spouse resulting from the 50% Joint and Survivor Pop-Up Option will be in addition to any surviving spouse's benefit provided under Section 4.
- (c) The first installment of the participant's net reduced pension shall be payable for the month in which the participant is first entitled under paragraph 3.10 to receive regular pension. The last installment of such net reduced pension shall be payable for the month in which the participant's death shall occur; provided, however, that any monthly installments payable to such participant and remaining unpaid at the time of the participant's death will be paid to the participant's spouse, if then surviving. The first monthly payment to the participant's spouse shall be payable for the month following the month in which the participant's death shall occur, but not for any month prior to the month for which the participant would have first been entitled to receive a net reduced pension, and the last monthly payment to such spouse shall be payable for the month in which such spouse shall die.
- (d) A married participant may in accordance with the provisions of (a) above elect the 50% Joint and Survivor Pop-Up Option, revoke this option election or change an option election at any time prior to the date pension payments commence, or within 90 days

following the date on which the Company provides written notice to the participant regarding the 50% Joint and Survivor Pop-Up Option, or if the participant has not been given specific information regarding the terms and conditions of such options and the financial effect upon their pension of electing such options, and within 60 days of receiving the notice regarding the options makes a written request for such specific information, within 90 days following the date on which the Company provides such information, whichever is later; provided, however that the election of the 50% Joint and Survivor Pop-Up Spouse Option will be null and void unless the participant revokes the Automatic 50% Spouse Option provided under paragraph 3.14, in accordance with the terms thereof, and any election to change an option election shall be null and void unless spousal consent thereto is obtained in the manner contemplated by paragraph 3.14.

- (e) Any election or revocation of an option or change of an option and/or co-pensioner pursuant to this paragraph 3.16 shall be executed on a form prescribed for the purpose by the Company, and shall be deemed to be duly filed when it shall have been received by the Company.
- (f) If any participant shall have elected the option under this paragraph 3.16 and shall die prior to commencement of pension payments, such election shall cease to be of any effect; and the participant's spouse shall not be entitled to any payments by reason of election of such option.
- (g) If any participant shall have elected the option under this paragraph 3.16 and their spouse shall die (i) after such participant shall have commenced receiving pension payments or, if later, (ii) after the expiration of the 90 day period described in (d) above, but prior to the death of such participant, the net reduced pension installments otherwise payable to such participant during their lifetime will be increased effective with the month following the month the spouse died by eliminating the reduction applied in paragraph 3.16(a)(2)(ii).
- (h) If any participant shall have elected an option under this paragraph 3.16 and their spouse shall die (i) before such participant shall have commenced receiving pension payments or, if later, (ii) before the expiration of the 90-day period described in (d) above then the participant shall be treated the same as if they had not made such election.
- (i) Notwithstanding anything to the contrary contained in this paragraph 3.16, if after the retirement of a participant who shall have elected the 50% Joint and Survivor Pop-Up Option, the amount of regular pension which would have been payable to the participant under this Agreement had they not elected an option is subject to any further deduction, change, offset or correction, then the amount payable under an elected option to such participant and/or the participant's spouse shall be adjusted to reflect any such further deduction, change, offset or correction.
- (j) For the purpose of this paragraph 3.16, in the case of a participant who retires on other than a deferred vested pension or a deferred 60/15 pension, pension payments shall

be deemed to commence as of the date of retirement and, in the case of a participant who retires on a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the first of the month for which regular pension is first payable under the provisions of paragraph 3.10.

- (k) Satisfactory proof of marriage of the participant and their spouse and of the age of the participant's spouse will be required prior to the payment of monthly installments under this coverage.

### ***Co-Pensioner Options***

3.17 (a) Any participant may, under the conditions set forth in subsection (d) below, by written notice duly filed with the Company,

- (1) elect to convert the regular pension otherwise payable to them under this Agreement upon retirement, into a "net reduced pension," in accordance with the 100% Co-pensioner Option or the 50% Co-pensioner Option described below; or
- (2) revoke any such election previously made, in which event they shall be treated as if they had not made such election; or
- (3) change any such election from one to the other of such options and/or change the person previously named as their co-pensioner.

- (i) 100% CO-PENSIONER OPTION - A "net reduced pension" payable to the participant during their life, with the provision that after the participant's death, an amount equal to the "reduced pension" shall be paid to such person, to be known as the "co-pensioner", as the participant shall have nominated by written designation duly filed with the Company.

- (ii) 50% CO-PENSIONER OPTION - A "net reduced pension" payable to the participant during their life, with the provision that after the participant's death, an amount equal to one-half of the "reduced pension" shall be paid to such person, to be known as the "co-pensioner", as the participant shall have nominated by written designation duly filed with the Company.

(b) For the purpose of this paragraph 3.17, "reduced pension" means an amount equal to the product of:

- (1) the amount determined in accordance with paragraph 3.3(b) and (c), reduced in accordance with 3.12(d) if applicable, and subject to deduction provided pursuant to paragraphs 3.7 and 3.8, if applicable, multiplied by
- (2) the applicable percentage obtained from Exhibit B, based on the ages of the participant and their co-pensioner at the date pension payments commence as described in (n) below:

and "net reduced pension" means the reduced pension increased in accordance with the provisions of paragraphs 3.4 or 3.5, if applicable.

(c) Notwithstanding anything to the contrary in (a) and (b) above, if the participant has

elected either of the co-pensioner options and if, upon retirement, the participant has a spouse who can become eligible for a surviving spouse's benefit:

- (1) The participant shall receive a pension equal to the sum of:
  - (i) 50% of an amount equal to the monthly amount determined in accordance with paragraphs 3.3(b) and (c), reduced in accordance with paragraph 3.12(d), if applicable, and subject to the deductions provided pursuant to paragraphs 3.7 and 3.8, if applicable, and
  - (ii) 50% of their reduced pension, increased in accordance with the provisions of paragraphs 3.4 or 3.5, if applicable.
- (2) The participant's co-pensioner shall, following the participant's death, receive an amount equal to 50% of the participant's reduced pension if the participant had elected a 100% Co-pensioner Option, or an amount equal to 25% of the participant's reduced pension if the participant had elected a 50% Co-pensioner Option.
- (3) For the purposes of determining the appropriate reduced pension, if the participant's co-pensioner is other than the participant's spouse, it will be presumed that the participant does not have a spouse unless the participant furnished proof to the contrary in the form of a marriage certificate or other evidence satisfactory to the Company.
- (d) Any participant may in accordance with the provisions of (a) above elect an option, revoke an option election or change an option election and/or co-pensioner at any time prior to the date pension payments commence, or within 90 days following the date on which the Company provides written notice to the participant regarding the Co-Pensioner Options, or if the participant has not been given specific information regarding the terms and conditions of such options and the financial effect upon their pension of electing such options, and within 60 days of receiving the notice regarding the options makes a written request for such specific information, within 90 days following the date on which the Company provides such information, whichever is later; provided, however, that with respect to a participant who has a spouse at the time pension payments commence the election of either co-pensioner option will be null and void unless the participant revokes the Automatic 50% Spouse Option provided under paragraph 3.14, in accordance with the terms thereof, and any election to change an option election or the designation of a co-pensioner shall be null and void unless spousal consent thereto is obtained in the manner contemplated by paragraph 3.14.
- (e) Any participant who had elected Option 1 under a prior Agreement will be deemed to have elected the 100% Co-pensioner Option under this Agreement, and any participant who had elected Option 2 under a prior Agreement will be deemed to have elected the 50% Co-pensioner Option under this Agreement; provided, however, that any such election shall be null and void if the participant does not revoke the

Automatic 50% Spouse Option provided under paragraph 3.14, in accordance with the terms thereof, and any election to change an option election or the designation of a co-pensioner shall be null and void unless spousal consent thereto is obtained in the manner contemplated by paragraph 3.14.

- (f) In the case of a participant who shall have elected one of the options specified, the first installment of net reduced pension shall be payable for the month for which the participant is first entitled under paragraph 3.10 to receive a regular pension, and the last installment of such net reduced pension to the participant shall be payable for the month in which their death shall occur, provided however, that any monthly installments payable to such participant and remaining unpaid at the time of their death may be paid to their co-pensioner, if then surviving. The first monthly payment to the participant's co-pensioner shall be payable for the month following the month in which such participant's death shall occur, but not for any month prior to the month for which the participant would have first been entitled to receive a net reduced pension, and the last monthly payment that shall be payable to such co-pensioner shall be payable for the month in which such co-pensioner shall die.
- (g) Any election or revocation of an option or change of an option election and/or co-pensioner pursuant to this paragraph 3.17 shall be executed on a form prescribed for the purpose by the Company and shall be deemed to be duly filed when it shall have been received by the Company.
- (h) Satisfactory proof of age of the named co-pensioner will be required prior to the payment of pension installments under an elected option. No consent shall be required of the person designated as co-pensioner in any election under either co-pensioner option in order to revoke such election or to change the co-pensioner and/or the option elected.
- (i) If any participant shall have elected an option under this paragraph 3.17 and shall die prior to commencement of pension payments, such election shall cease to be of any effect, and the co-pensioner shall not be entitled to any payments by reason of the election of such option.
- (j) If any participant shall have elected an option under this paragraph 3.17 and their co-pensioner shall die (i) after such participant shall have commenced receiving pension payments or, if later, (ii) after the expiration of the 90-day period described in (d) above, but prior to the death of such participant, such participant shall continue to receive net reduced pension installments in accordance with such option.
- (k) If any participant shall have elected an option under this paragraph 3.17 and their co-pensioner shall die (i) before such participant shall have commenced receiving pension payments or, if later, (ii) before the expiration of the 90-day period described in (d) above then the participant shall be treated the same as if they had not made such election.
- (l) Notwithstanding anything to the contrary contained in this paragraph 3.17, if after the

retirement of a participant who shall have elected either co-pensioner option, the amount of regular pension which would have been payable to the participant under this Agreement had they not elected an option is subject to any further deduction, change, offset or correction, then the amount payable under an elected option to such participant and/or participant's co-pensioner shall be adjusted to reflect any such further deduction, change, offset or correction.

- (m) Notwithstanding anything to the contrary contained in this paragraph 3.17, in the event that the amount payable to a co-pensioner is determined as though the participant did not have a spouse who could become eligible for a surviving spouse's benefit because such participant who had a spouse at retirement failed to notify the Company that they had such a spouse, the amount otherwise payable to the co-pensioner for any month shall be reduced by the amount of any surviving spouse's benefit provided for the same month pursuant to Section 4 of this Agreement.
- (n) For the purpose of this paragraph 3.17, in the case of a participant who retires on other than a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the date of retirement and, in the case of a participant who retires on a deferred vested pension or a deferred 60/15 pension, pension payments shall be deemed to commence as of the first of the month for which regular pension is first payable under the provisions of paragraph 3.10.
- (o) Notwithstanding anything to the contrary contained in this paragraph 3.17, if a participant who revokes the Automatic 50% Spouse Option elects to receive a Co-Pensioner Option and the co-pensioner is not the participant's spouse, the participant's spouse must consent to the designation of the specific co-pensioner. Once the spouse has consented to a participant's co-pensioner designation by filing the prescribed form with the Company, the spouse's consent may not be revoked. To be valid, the form must be signed by the participant and their spouse in the presence of an employee of the Human Resources Department of the Company or in the presence of a notary public and the form notarized. This notarized form will be effective only when the form is filed with the Company. Any subsequent change in election by the participant, however, must also satisfy the spousal consent requirements. The spouse's consent will not be required in any case where the participant establishes to the satisfaction of the Company that such consent cannot be obtained because there is no spouse, because the spouse cannot be located, or because of such other circumstances as the Secretary of the Treasury may by regulations prescribe.

### ***QDRO Reduction***

3.18 In the event that a Qualified Domestic Relations Order (QDRO), as defined in the Retirement Equity Act of 1984, requires payment to a third party of all or part of the pension benefits which would be otherwise immediately payable to a participant except for the fact that such participant has not yet terminated employment with the Employing Company or has terminated employment with an Employing Company but has not applied for benefits, any benefit which subsequently becomes payable under this Agreement shall,

consistent with the Retirement Equity Act of 1984, be reduced in a manner so that the amount of the benefit actually payable to such participant and the amount of pension benefits payable to such third party shall be the actuarial equivalent of the pension benefits which would otherwise be payable to such participant under this Agreement in the absence of such QDRO based on the 1971 Group Annuity Mortality Tables and an interest rate of 5%.

### ***Automatic 5-Year Term Certain***

#### **3.19 Eligibility**

- (a) Notwithstanding anything herein to the contrary, any participant who retires on other than a deferred vested pension on or after October 1, 2022, will be entitled to receive the benefits described in subparagraph (b) below for a minimum of sixty months following the date of retirement.

#### **Amount of Benefit**

- (b) (1) For any month which is prior to both (i) the end of the sixty-month period defined in subparagraph (a) above, and (ii) the month following the month in which the participant's death occurs, the monthly payment otherwise payable to the participant for such month shall be increased to the extent necessary so that the total amount payable to the participant for such month shall not be less than the participant's regular pension, as determined in accordance with paragraph 3.3(a).
- (2) For any month which is both (i) prior to the end of the sixty-month period defined in subparagraph (a) above, and (ii) after the month in which the participant's death occurs, the surviving spouse shall be entitled to a monthly payment under this paragraph 3.19 equal to the difference between
- (i) the monthly payment the participant would have been entitled to for such month if they had not died, as determined in accordance with paragraph 3.3(b) and (c) after taking into account the adjustments made by paragraphs 3.6, 3.7, 3.8 and 3.12(d), and
  - (ii) the total of all amounts otherwise payable for such month on behalf of the participant to their surviving spouse or co-pensioner.
- (3) In the event that there is no surviving spouse, such benefit will be paid to the person designated by the participant as their beneficiary, and if there is no surviving beneficiary, such benefit will be paid to the estate of the participant.
- (c) Any participant may, in accordance with the provisions of (b) above and on a form prescribed for such purpose by the Company, designate a beneficiary in the event of the death of the spouse or change such a beneficiary designation at any time prior to the participant's death. Such beneficiary designation shall be deemed to be effective when it shall have been received by the Company.

#### **Pre-Retirement Death**

- (d) (1) In the event a participant who is eligible to retire (on other than a deferred vested pension) makes application for retirement during any calendar month and then dies in the month in which their retirement occurred (while such application for retirement is pending), the benefits provided under this paragraph 3.19 will be paid if the participant survived until such requested retirement date. Notwithstanding anything to the contrary contained herein, the protection afforded by this paragraph shall be inapplicable to any participant who has, on or after October 1, 2022, filed an application for retirement and then revoked the same; provided, however, the protection provided by paragraph (2) below shall be applicable.
- (2) In the event a participant who is accruing continuous service and who is eligible to retire on a 30-Year, 60/15, 62/15 or Normal Retirement dies prior to making application for retirement, the benefits provided under this paragraph 3.19 shall be payable in the amount determined in accordance with paragraph 3.3 (b) and (c), after taking into account the adjustments to be made by paragraphs 3.6, 3.7 and 3.8 as though the participant had retired on the date of their death.

## 4. SURVIVING SPOUSE'S BENEFIT

### ***Eligibility***

- 4.1 With respect to any participant who has completed at least 15 years of continuous service and who dies on or after October 1, 2022 and either
- (a) at a time (i) when they are accruing continuous service, or (ii) before application for pension and after a break in continuous service which occurred on or after October 1, 2022, under conditions of eligibility for retirement on immediate pension, or
  - (b) after retirement on or after October 1, 2022 on other than a deferred vested pension,
- their surviving spouse, as determined pursuant to paragraph 4.5, shall be eligible for a monthly benefit (hereinafter "surviving spouse's benefit"), as set forth below.

### ***Amount of Benefit***

- 4.2 Unless the provisions of paragraph 4.3 result in a higher amount, the amount of any surviving spouse's benefit payable shall be \$350.00 for any month before the month in which the surviving spouse attains the age at which widow's or widower's benefits are first provided under a law referred to in paragraph 1.1(g) and \$300.00 for any month thereafter.
- 4.3 Unless the provisions of paragraph 4.2 result in a higher amount, the amount of any surviving spouse's benefit payable shall be determined in accordance with the following:
- (a) If eligibility for such a benefit arises by reason of the death of a participant covered by paragraph 4.1(a), the monthly amount of the benefit subject to the provisions of (d) and (e) below, shall be equal to 50% of the amount determined in accordance with paragraphs 3.3(b) and (c) as though the participant had retired on the date of their death and, in the case of a participant who died prior to attainment of age 62, as though the participant had been age 62 on the date of their death.
  - (b) If eligibility for such a benefit arises by reason of the death of a participant covered by paragraph 4.1(b), the amount of the benefit, subject to the provisions of (c), (d) and (e) below, shall be equal to 50% of the amount determined in accordance with paragraphs 3.3(b) and (c).
  - (c) In the case of a participant who dies after 60/15 retirement and prior to age 62 and who had elected to defer the commencement of regular pension until after attainment of age 62, the regular pension payable to the participant shall, for the purposes of applying the provisions of (b) above, be deemed to be the amount determined in accordance with paragraph 3.3(b) and (c) which would have been payable if, under the provisions of this Agreement, they had been permitted to and had elected to receive a regular pension commencing with the first month for which the surviving spouse's benefit is payable.
  - (d) Commencing with the first surviving spouse's benefit payable after the surviving spouse attains the age at which widow's or widower's benefits are first provided under a law referred to in paragraph 1.1(g), the amount of the surviving spouse's benefit

otherwise payable for any month shall be reduced by 50% of the amount of the widow's or widower's benefit to which the surviving spouse is, or upon application would be, entitled for such month based on the law in effect at the time the surviving spouse's benefit first becomes payable (without regard to any offset or suspension imposed by such law). If the surviving spouse is not eligible for such a widow's or widower's benefit for such month, the amount of the reduction shall be equal to 50% of the amount of the widow's or widower's benefit that could have become payable to the surviving spouse for such month, based on the participant's wages, if the surviving spouse had been eligible and had applied for such a benefit.

- (e) If the surviving spouse receives, or upon application would be entitled to receive, any payment derived from rights acquired by the participant, which would, if received by the participant, have been subject to deduction under paragraph 3.8 from any regular pension otherwise payable to the participant (except any such payment received by the surviving spouse by reason of an election by the participant to receive a reduced payment), the amount of such payment not attributable to the contributions of the participant shall be deducted from the surviving spouse's benefit otherwise determined under this paragraph 4.3.

#### ***Commencement and Termination of Benefit***

- 4.4 The first installment of any surviving spouse's benefit shall be payable for the month following the month in which the participant shall die, and the last installment shall be payable for the month in which the surviving spouse shall die, provided, however, that a surviving spouse's benefit shall not be payable for any month for which a special payment was payable to the participant. In connection with an application for a surviving spouse's benefit, the Company may require the surviving spouse to grant any authorization necessary to receive relevant records from the agency administering the law referred to in paragraph 4.3(d).

#### ***Determination of Status as Surviving Spouse***

- 4.5 A person shall be considered a surviving spouse for the purposes of this Section 4 only if:
  - (a) immediately after a participant's death, such person is a widow or widower of such participant within the provisions of the Social Security Act, except that where such Act requires reference to the law of the District of Columbia, or to the law of a state that does not recognize common law marriages, the applicable law shall be that of the State of Pennsylvania, and
  - (b) with respect to a participant who dies after retirement, such person was married to the participant at the date of the participant's retirement.
- 4.6 The Company shall make reasonable effort by an appropriate method to inform the surviving spouse of an eligible participant of the existence of this benefit.

***Surviving Spouse of Part-Time Participant***

- 4.7 In the case of a surviving spouse of a deceased part-time participant, notwithstanding the provisions of paragraph 4.2, the amounts set forth in such paragraph 4.2 shall be reduced on the same basis as provided in paragraph 3.6 for the reduction of the minimum pension of a part-time participant, whether or not the minimum pension was applicable to such deceased part-time participant.

## 5. DETERMINATION OF CONTINUOUS SERVICE

5.1 The term “continuous service” as used in this Agreement means service prior to retirement calculated from the employee’s last hiring date (this means in the case of a break in continuous service, continuous service shall be calculated from the date of reemployment following the last unremoved break in continuous service) in accordance with the following provisions.

(a) There shall be no deduction for any time lost which does not constitute a break in continuous service, except that in determining length of continuous service for pension purposes:

- (1) that portion of any absence which continues beyond two years from commencement of absence due to a layoff or physical disability, shall not be creditable as continuous service; provided, however, that absence in excess of two years due to a compensable disability incurred during course of employment shall be creditable as continuous service, if the Employee is returned to work within 30 days after final payment of statutory compensation for such disability or after the end of the period used in calculating any lump sum payment, and
- (2) the period between a break in service and the date of reemployment which results in the removal of a break in accordance with 5.1(c) below, shall not be creditable as continuous service.

(b) Continuous service shall be broken by:

- (1) quit;
- (2) discharge, provided that if the Employee is rehired within six months the break in continuous service shall be removed;
- (3) termination (if and when termination occurs pursuant to the Basic Agreement) due to permanent shutdown of a mine, plant, department or subdivision thereof;
- (4) absence which continues for more than two years, except that
  - (i) absence in excess of two years due to compensable disability incurred during course of employment shall not break continuous service, provided the Employee is returned to work within 30 days after final payment of statutory compensation for such disability or after the end of the period used in calculating a lump sum payment; and
  - (ii) if an Employee absent on account of layoff or disability in excess of two years returns to work with the Company within the period during which they retain their accumulated continuous service in accordance with the seniority provisions of the Basic Agreement, except through the operation of Subparagraph 2 of Paragraph C of Subsection 6, Section X of the Basic Agreement, the break in continuous service shall be removed;
- (5) for the sole purpose of determining eligibility for pension pursuant to paragraph 2.1

or unreduced pension commencing at age 65 pursuant to paragraph 2.8, absence which commences on or after January 1, 1985, and continues for more than two years due to maternity or paternity leave. An employee who is absent from work because of maternity or paternity leave shall be credited with a period of service as follows:

- (i) Where an Employee is absent from work because of maternity or paternity leave, they shall be credited with a period of service for the first 12 months of such absence. Where the absence continues beyond 12 months, the period beginning after the 12th month and through the 24th month shall be treated for the purpose of determining the Employee's continuous service neither as a period of service nor a period of severance.
- (ii) For the purposes of this Agreement, "maternity or paternity leave" means absence from work by reason of the pregnancy of the Employee, the birth of a child of the Employee, the placement of a child in connection with the adoption of such child by an Employee, or the caring for a child of the Employee during the period immediately following the child's birth or placement for adoption. The Company shall determine, under rules of uniform application and based on information provided to the Company by the Employee, whether the Employee's absence from work is due to maternity or paternity leave.

Notwithstanding the termination or expiration of this Agreement or the Basic Agreement, a break in continuous service shall only occur in the manner specified herein. Provided, however, that continuous service shall not be considered to be broken by absence of any Employee who subsequent to May 1, 1940, entered the military, naval or merchant marine service of the United States and who has reemployment rights under and complies with requirements of law as to reemployment and is reemployed. Continuous service shall include service in the employ of one or more of the Employers and shall include service in the employment of any company whose stocks or properties shall have been heretofore acquired. Continuous service shall include service in the employ of any company whose stocks or properties may be acquired hereafter only if and to the extent that credit for continuous service for the purpose of pension benefits shall be granted by the Company.

- (c) Except as otherwise provided in 5.1(b)(2) and (b)(4) (ii) above, an Employee who on or after January 1, 1976, incurs a break in continuous service prior to January 1, 1985 and prior to becoming eligible for an immediate or deferred vested pension and who is reemployed by an Employer shall, upon completion of one year of continuous service following such reemployment, have such break in continuous service removed if the period of continuous service accrued prior to the break is in excess of the period between the break and the date of reemployment.

Notwithstanding anything to the contrary contained in the foregoing, an employee who incurs a break in continuous service on or after January 1, 1985, prior to becoming

eligible for an immediate or deferred vested pension, and who is reemployed by an Employer shall, upon completion of one year of continuous service following such reemployment, have such break in continuous service removed if the period between the break and the date of reemployment is not more than five years, or the period of the employee's continuous service prior to the break if such period is greater than five years.

- 5.2 For the sole purpose of determining eligibility for pension pursuant to paragraph 2.1 or unreduced pension commencing at age 65 pursuant to paragraph 2.8, an Employee who on or after January 1, 1976 incurs a break in continuous service by reason of quit or discharge prior to becoming eligible for an immediate or deferred vested pension, who is reemployed within one year of such quit or discharge without having their break in continuous service removed pursuant to paragraph 5.1(b)(2) above and who upon incurring a subsequent break in continuous service has less than 5 years of continuous service, calculated in accordance with paragraph 5.1 above, shall receive credit for the continuous service accrued prior to the first break described above and for the period between such break and the date of reemployment plus any other continuous service which would result from application of paragraph 5.1(c) taking into account service credited pursuant to this paragraph.

## 6. REEMPLOYMENT AFTER ATTAINMENT OF PENSION ELIGIBILITY

### ***Applicability of Other Sections***

6.1 Except as otherwise provided in this Section 6, the provisions of all other sections of this Agreement shall be applicable to any participant who is reemployed by an Employer after having been retired and receiving a pension or after having attained eligibility for a deferred pension under this or a prior Agreement between the parties.

### ***Effect on Pension***

6.2 Any participant who is receiving a pension under this or a prior Agreement between the parties shall upon reemployment by an Employer have their pension discontinued for any month during which the participant is credited with more than 40 hours of service if the participant is notified by the Employer of such discontinuance of their pension in accordance with applicable law.

### ***Continuous Service of Reemployed Participant***

- 6.3 (a) Any participant who has been retired and receiving a pension or who is eligible for a deferred vested pension under this or a prior Agreement between the parties and who shall be reemployed by an Employer shall be credited with their continuous service as at the date of their prior retirement plus their continuous service accruing after reemployment for the purpose of calculating any subsequent pension benefits to which they may become entitled; provided, however, nothing in this paragraph 6.3 shall affect the calculation of continuous service as provided in paragraph 5.1(b)(4).
- (b) If a participant who received a lump sum payment in accordance with paragraph 3.11 is reemployed by an Employer, the continuous service with respect to which they received such lump sum payment is to be used in calculating any subsequent pension benefits to which they may become entitled only if, within two years of such reemployment, the participant repays an amount equal to the lump sum payment (reduced by amount determined by multiplying the regular pension which had been settled by such lump sum payment by the number of months between incurrence of the break in continuous service and reemployment) plus interest accrued at the rate established by law. At the time of reemployment, the participant shall be informed of their right to make repayment under the conditions described above.

### ***Special Pension Eligibility after Reemployment***

6.4 Notwithstanding anything to the contrary contained in this Agreement, any participant who has been retired and receiving a pension pursuant to the provisions of this Agreement for rule-of-65 retirement or 70/80 retirement or similar provisions of a prior agreement between the parties and is subsequently reemployed by and Employer shall upon ceasing work after reemployment and prior to age 62 by reason of a permanent shutdown of a plant, department or subdivision thereof or by reason of a layoff or physical disability be eligible to retire and shall upon their retirement (hereinafter "reinstated rule-of-65 retirement" if they had previously retired on rule-of-65 retirement or "reinstated 70/80

retirement” if they had previously retired on 70/80 retirement) be eligible for a pension commencing with the month following the month in which retirement occurs; provided, however, that such participant shall not be eligible under the provisions of this paragraph 6.4 to retire during a period of absence from work due to a physical disability until such disability shall have continued for a period of six consecutive full calendar months.

***Special Rules as to Amount of Pension***

6.5 Special payment shall not be made in any case where a special payment was made to the participant for a prior retirement under this or any prior Agreement between the parties.

The amount of regular pension for reinstated 70/80 retirement shall be determined the same as a regular pension for 70/80 retirement, and the amount of regular pension for reinstated rule-of-65 retirement shall be determined the same as a regular pension for rule-of-65 retirement.

## 7. APPEALS PROCEDURE

### ***Disputes as to Eligibility or Amount***

7.1 If any difference shall arise between the Company and any participant who shall be an applicant for a pension, or to whom a pension shall be payable, as to such participant's right to a pension or the amount of their pension and agreement cannot be reached between the Company and a representative of the International Union, such question shall be referred to the Board of Arbitration established under the Basic Agreement applicable to production and maintenance employees in the operations of the Company covered by the Agreement; provided, however, that the President of the International Union (or their designee) has given written approval only to decide the question pursuant to the provisions of this Agreement applicable to the question, but it shall not have authority in any way to alter, add to or subtract from any of such provisions. The decision of the Board of Arbitration on any such question shall be binding on the Company, the Union and the participant. If any difference shall arise between the Company and any person who shall be or claim to be a co-pensioner or a surviving spouse, as to such person's right to a benefit under this Agreement or the amount of such benefit, such difference shall be resolved by the Company and a representative of the International Union. If such difference is not so resolved, it may, by agreement of the Company and the President of the International Union (or their designee), be referred to the Board of Arbitration described above, which shall have authority as described above with respect to such difference, and if it is so referred, the decision of the Board of Arbitration shall be binding on the Company, the Union and such person. Notwithstanding the above or any provision of a Basic Agreement, a dispute with respect to a rule-of-65 pension or any right or benefit provided under Appendix A may, at the request of either the Company or the President of the International Union (or their designee), be referred to the special arbitrator selected by the Company and the International Union for the purpose of determining such disputes. Such special arbitrator shall have the same authority to decide the question as the Board of Arbitration and such decision will have the same binding effect as a decision of the Board of Arbitration.

### ***Disputes as to Permanent Incapacity***

7.2 If any difference shall arise between the Company and any participant as to whether such participant is or continues to be permanently incapacitated within the meaning of paragraph 2.5, such difference shall be resolved as follows:

- (a) The participant shall be examined by a physician appointed for the purpose by the Company and by a physician appointed for the purpose by a duly authorized representative of the International Union. If they shall disagree concerning whether the participant is permanently incapacitated:
- (b) In the case of a participant who has been granted disability benefits under Social Security with an award effective date during the period the participant was accruing continuous service, such participant will be deemed to be permanently incapacitated;

or

- (c) In the absence of a qualifying disability benefits award under Social Security as specified in paragraph (a) above, the question of the participant's permanent incapacity shall be submitted to a third physician mutually selected by the physicians appointed for the purpose by the Company, and the International Union. The medical opinion of the third physician, after examination of the participant and consultation with the other two physicians, shall decide such question. The fees and expenses of the third physician shall be shared equally by the Company and the Union.

## **8. TRUST**

- 8.1 For the purpose of supplying the benefits herein provided, the Company may establish or cause to be established, alone or in conjunction with other Employers, a trust or trusts or may utilize any existing trust or trusts heretofore established by or on behalf of any one or more of the Employers. The Company (and each of the other Employers) is free to determine the manner and means of making provision for funding and paying the benefits set forth in this Agreement.

## **9. REPORTS**

- 9.1 The Union shall be furnished annually a report regarding the operation of the benefits insofar as they affect participants. From time to time during the term of this Agreement, the Union shall be furnished such additional information as shall be reasonably required for the purpose of enabling it to be properly informed concerning the operation of the benefits insofar as they affect the participants.

## 10. GENERAL PROVISIONS

### ***Administration***

10.1 The Company, through its designated management representatives, shall be responsible for the administration of the benefits set forth in this Agreement.

### ***Continuation of Benefits***

10.2 Any benefit properly payable pursuant to this Agreement shall continue to be payable, notwithstanding the termination or expiration of this Agreement.

### ***Nonalienation***

10.3 No benefit payable under this Agreement shall be subject in any way to alienation, sale, transfer, assignment, pledge, attachment, garnishment, execution or encumbrance of any kind, and any attempt to accomplish the same shall be void.

If the Company shall find that such an attempt has been made with respect to any benefit payment due or to become due to any person (participant, co-pensioner or surviving spouse), the Company in its sole discretion may terminate the interest of such person in such payment and in such case shall apply the amount of such payment to or for the benefit of such person, their spouse, children, or other relatives or dependents, as the Company may determine, and any such application shall be a complete discharge of all liability with respect to such payment.

Notwithstanding anything to the contrary contained herein, the Company shall comply with any qualified domestic relations order as such term is defined in the Retirement Equity Act of 1984.

### ***Notice for Pension Payment Through Electronic Deposit***

10.4 Pensioners who are receiving pension payments through electronic deposit will be sent a written notice of any change in the amount of gross or net pension in the month in which such change occurs.

### ***Overpayment of Pension***

10.5 Effective with monthly benefit payments made after August 1, 1999, any overpayment shall not be deducted from any monthly benefit to the extent that such overpayment results from an erroneous determination of (a) eligibility for any pension benefit, (b) the amount of the special initial pension payment or (c) the amount of regular pension if the error in the calculation of the amount of regular pension is due to a mistaken determination of continuous or allowed service and/or of the average monthly earnings used to calculate such regular pension as long as (i) the participant did not cause, in whole or in part, such erroneous determination which resulted in such overpayment or (ii) the participant did not know or did not have reason to suspect that their pension reflected such an erroneous determination; provided, however, that nothing herein shall prohibit the netting of overpayments against underpayments and vice versa or the correction of any error on a prospective basis.

### ***Deduction for Insurance Premiums and Overpayments***

10.6 Upon authorization by a participant on a form approved by the Company, the amount of premium payable by the participant for coverage through a current sponsored medical program, as provided under an insurance agreement between the Company and the Union, or the amount of any overpayments made to the participant by the Company or its insurer in the course of paying any insurance benefits or supplemental un-employment benefits provided by any agreement between the Company and the Union, shall be deducted from any pension payable under this Agreement to the extent permitted by law.

### ***Rights of Participants***

10.7 No participant prior to their retirement under conditions of eligibility for pension benefits shall have any right or interest in, or to any portion of any funds which may be paid into any pension trust or trusts heretofore or hereafter established for the purpose of paying pensions, and no participant or co-pensioner shall have any right to pension benefits except to the extent provided in this Agreement. Employment rights shall not be affected by reason of this Agreement.

### ***Distribution of Agreement***

10.8 The Company will distribute this Agreement to participants who are actively at work, to participants not actively at work as they return to work, and to new participants; the Company will furnish each participant who retires, at the time of delivery of their first pension check, a notice to the effect that the participant's pension is pursuant to this Agreement between the Company and the Union.

### ***Tax and Corporate Approvals***

10.9 In the event of absence of or loss of approval of the Commissioner of Internal Revenue as described in this Agreement, or if all corporate approvals required to make this Agreement effective have not been made prior to October 1, 2022, then in either of such events and upon failure of the parties to reach mutually satisfactory alternate arrangements within 30 days thereafter, or such subsequent date to which they may agree, all arrangements and agreements between the parties with respect to pensions shall cease, and the Union shall thereafter be free to strike with respect to matters relating to pensions only, notwithstanding the provisions of any other agreements between the parties.

### ***Term of Agreement***

10.10 The Pension Agreement effective October 1, 2018, shall remain in effect through September 30, 2022. This Agreement shall become effective as of October 1, 2022, and shall remain in effect until February 28, 2027, and thereafter subject to the right of either party on 120 days written notice served on or after November 1, 2026 to terminate this Agreement.

The Cleveland-Cliffs Iron Company as Managing Agent for the  
Following Companies:

Empire Iron Mining Partnership and Tilden Mining Company  
L.C. doing business together as Cleveland-Cliffs Michigan  
Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

UNITED STEELWORKERS

/s/ Emil Ramirez

Director, District 11

## **EXHIBIT A**

Following are the groups of employees, and their location, in bargaining units to which this Pension Agreement is applicable:

Cleveland-Cliffs Michigan Operations

Hourly Production and Maintenance

Empire Iron Mining Partnership

Empire Mine, Marquette County, Michigan

Tilden Mining Company L.C.

Tilden Mine, Marquette County, Michigan

## EXHIBIT B

### TABLE OF PERCENTAGES

This Table of Percentages will be used in calculating the amounts payable if one of the following options is applicable: the Pre-Pension Spouse Coverage (50%), the Automatic 50% Spouse Option, the 50% Joint and Survivor Pop-Up Option, the 50% Co-Pensioner, the 75% Qualified Survivor Optional Annuity Option or the 100% Co-Pensioner Option.

	Older Participant				Younger Participant			
	50%(a)	50%(b)	75%(c)	100%(d)	50%(a)	50%(b)	75%(c)	100%(d)
0	88.0%	87.1%	84.5%	81.0%	88.0%	87.1%	84.5%	81.0%
1	87.6%	86.7%	84.0%	80.4%	88.4%	87.5%	85.0%	81.6%
2	87.2%	86.3%	83.5%	79.8%	88.8%	87.9%	85.5%	82.2%
3	86.8%	85.9%	83.0%	79.2%	89.2%	88.3%	86.0%	82.8%
4	86.4%	85.5%	82.5%	78.6%	89.6%	88.7%	86.5%	83.4%
5	86.0%	85.1%	82.0%	78.0%	90.0%	89.1%	87.0%	84.0%
6	85.6%	84.7%	81.5%	77.4%	90.4%	89.5%	87.5%	84.6%
7	85.2%	84.3%	81.0%	76.8%	90.8%	89.9%	88.0%	85.2%
8	84.8%	83.9%	80.5%	76.2%	91.2%	90.3%	88.5%	85.8%
9	84.4%	83.5%	80.0%	75.6%	91.6%	90.7%	89.0%	86.4%
10	84.0%	83.1%	79.5%	75.0%	92.0%	91.1%	89.5%	87.0%
11	83.6%	82.7%	79.0%	74.4%	92.4%	91.5%	90.0%	87.6%
12	83.2%	82.3%	78.5%	73.8%	92.8%	91.9%	90.5%	88.2%
13	82.8%	81.9%	78.0%	73.2%	93.2%	92.3%	91.0%	88.8%
14	82.4%	81.5%	77.5%	72.6%	93.6%	92.7%	91.5%	89.4%
15	82.0%	81.1%	77.0%	72.0%	94.0%	93.1%	92.0%	90.0%
16	81.6%	80.7%	76.5%	71.4%	94.4%	93.5%	92.5%	90.6%
17	81.2%	80.3%	76.0%	70.8%	94.8%	93.9%	93.0%	91.2%
18	80.8%	79.9%	75.5%	70.2%	95.2%	94.3%	93.5%	91.8%
19	80.4%	79.5%	75.0%	69.6%	95.6%	94.7%	94.0%	92.4%
20+	80.0%	79.1%	74.5%	69.0%	96.0%	95.1%	94.5%	93.0%

Participant's age and spouse's or co-pensioner's age rounded to the nearest whole year; e.g., age 51 years, six months becomes 52. Age differential is net difference between participant's age and spouse's or co-pensioner's ages as rounded.

If the named co-pensioner is any person other than the pensioner's spouse, it may, in compliance with Internal Revenue Service regulations, be necessary to modify the amount payable to the pensioner and co-pensioner so as to provide that the present value of the benefit payable to the pensioner is more than 50% of the present value of the pension that would have been payable to the pensioner had they not elected a survivor option.

Notes: (a) Percentages apply to Pre-Pension Spouse Coverage, Automatic 50% Spouse Option, and the 50% Co-Pensioner Option.

(b) Percentages apply to 50% Joint and Survivor Pop-Up Option.

(c) Percentages apply to 75% Qualified Optional Survivor Annuity.

(d) Percentages apply to 100% Co-Pensioner Option.

(e) Percentages for differences between the ages of Participants and Spouses or Co-Pensioners greater than 20 years will be applied to ensure actuarially equivalent benefits.

## **APPENDIX A**

### **SPECIAL RULES WITH RESPECT TO RULE-OF-65 RETIREMENT**

#### **PREAMBLE**

The Employment and Income Security Program was established by the parties in recognition of their desire to provide increased economic protection for long-service employees who are involuntarily displaced from their jobs. The parties agree that the method of achieving this objective is to facilitate the placement of such employees in suitable long-term jobs and, when such jobs are not available, to reduce the adverse economic consequences to such employees by providing eligible Employees with extended SUB and rule-of-65 pensions as outlined herein.

Through the Employment and Income Security Program, the parties specifically provide that employees who have at least 20 years of Continuous Service as of their last day worked and who are laid off and are not placed in suitable long-term jobs may receive additional income protection in the form of extended SUB and insurance benefits. The parties also provide that employees who have at least 20 years of Continuous Service as of their last day worked and who are disabled may receive additional insurance protection in the form of extended S&A and insurance benefits. In addition, the parties provide eligible employees who are not offered suitable long-term employment with a pension under rule-of-65 retirement plus a monthly supplement.

Pursuant thereto the parties have provided the rules set forth in this Appendix in a manner which will best enhance the employment and income security of eligible employees. Except as expressly provided herein, the application of these rules shall not interfere with, limit or in any way adversely affect the rights or obligations of any employee or the Company under any other existing agreement.

#### **I. *Definition of Suitable Long-Term Employment***

- A. A job offered by the Company will constitute an offer of suitable long-term employment (hereinafter "SLTE") if:
1. The employee is physically qualified to perform the job, and
  2. The employee has the ability and skills required to perform the job or has the ability to absorb such training for the job as is to be offered and as is necessary to enable the employee to perform the job satisfactorily, and
  3. The job offered is not a temporary job or a job known to be of limited duration, and
  4. In the case of a salaried or plant protection employee, the job offered is of a technical, plant protection, or clerical nature, and
  5. In the case of a production or maintenance employee, the job offered is not in a salaried or plant protection bargaining unit unless the employee has had significant work experience with the Company of a technical, plant protection or clerical nature during the five-year period preceding their last day worked, and
  6. Subject to subparagraph E-1 below, the job offered is in a bargaining unit

represented by the Union, and

7. Except as is provided in paragraphs B, C, D or E below, the job offered is at the employee's home plant, including a job which the employee is not required to accept under applicable seniority agreements or practices, provided there is no employee with a greater right to such job under applicable seniority agreements or practices who desires assignment to such job. Where an applicable seniority agreement or practice permits an employee to elect layoff in lieu of assignment to the job offered, such fact shall not preclude the job offered from being SLTE.
- B. In the event that no job meeting the requirements of paragraph A above is available at the employee's home plant, a job meeting the requirements of paragraph A above may be offered at any employment location listed in Group A of Attachment 1 hereto; provided, however, that in the case of an employee who holds incumbent rights to a trade or craft job at their home plant, the job offered must provide immediate employment on the same or a related trade or craft job or a reasonable opportunity for advancement to such a trade or craft job within two years following the date on which they start work at the new employment location. (For example, crafts related to the millwright craft include the crafts of mobile equipment mechanic, rigger, boilermaker, pipefitter, and welder.) (Trade or craft job as used herein means a trade or craft job as described in the August 15, 1974 Job Description and Classification Manual between the United Steelworkers and The Cleveland-Cliffs Iron Company and Its Associated Companies). If, at the end of such two-year period, the employee has not been afforded an opportunity for such advancement, they may, at any time prior to being afforded such an opportunity, apply for retirement in accordance with paragraph 2.7(d) on or before January 31, 2027, and the Company will approve their request for such retirement.
- C. In the event that no job meeting the requirements of paragraphs A and B above is available at any employment location listed in Group A, a job meeting the requirements of these paragraphs may be offered at any employment location listed in Group B.
- D. In the event that no job meeting the requirements of paragraphs A and B above is available at any employment location listed in Group B, a job meeting the requirements of these paragraphs may be offered at any employment location listed in Group C.
- E. 1. The parties recognize that situations will arise in the future that have not been dealt with in Attachment 1, when due to circumstances such as shutdowns, reduced operations, or lack of employment locations in Groups A, B and C, the Company will not be able to offer SLTE to employees from a given employment location in accordance with paragraphs A, B, C and D above. In such instance, the Company and the Union will discuss the advisability of providing for offers of SLTE at other employment locations or in other employee groups. In the event that the Company and the Union cannot reach agreement concerning such matter, the dispute shall be referred to the Employment and Income Security Task Force established by the

April 9, 1977 Settlement Agreement. The Task Force will undertake to develop such pertinent facts as the number of employees with potential eligibility for a rule-of-65 retirement, the number and nature of employment opportunities within existing employment locations in Groups A, B and C, and the existence of additional employment opportunities at other employment locations or in other employee groups in the Company at the same or different employment locations. The Task Force shall attempt to resolve the dispute and in so doing shall make a good faith attempt to balance the interests of the Company and the interests of the affected employees.

2. In the event that the Task Force cannot resolve a dispute involving the offer of SLTE in bargaining units represented by the Union at other employment locations, the dispute shall be submitted for resolution to the special arbitrator selected in accordance with paragraph 7.1 (or, if no special arbitrator has been selected, to the Board of Arbitration) at the request of either the Company or the International Union, if a significant number of SLTE opportunities are not available, particularly in relation to the number of employees who are otherwise eligible or could become eligible for rule-of-65 retirement. In resolving any such dispute, the arbitrator may take into consideration such factors as:
  - a. The nature of the operations and jobs involved;
  - b. The prospects for long-term employment;
  - c. The problems that employees are likely to encounter if they were to accept employment;
  - d. The cost to the Company if it cannot make offers of SLTE at the employment locations in question;
  - e. The existence of other employment alternatives.

In resolving such dispute, the arbitrator may take into account the distance between the employee's home plant and a proposed employment location but the fact that such distance may be greater or lesser than the distances between employment locations listed in Attachment 1 shall not be considered by the arbitrator nor shall such fact be determinative of the issue. Finally, the proposals made by each party with respect to any matter coming before the arbitrator and the discussions had with respect thereto shall not be used, or referred to, in any way during or in connection with the arbitration of any dispute under this provision.

- F. The Company may offer an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement a job which the Company declares is not SLTE for such employee and which the employee is not required to accept under applicable seniority arrangements. Such an offer may include some or all of the benefits provided in connection with an offer of SLTE; provided, however, that if such job offer is in a bargaining unit represented by the Union at an employment location listed on

Attachment 1, the offer will include all of the benefits provided in connection with an offer of SLTE; and further provided that, if such job offer is in a bargaining unit represented by the Union at an employment location not listed on Attachment 1, the offer must be agreed to by the appropriate Union representative. The employee may elect to accept or refuse such offer; if they refuse such offer, the refusal will have no effect upon their eligibility for a rule-of-65 retirement.

- G. The Company may offer SLTE to an employee who is eligible for 70/80 retirement and who had at least 20 years of Continuous Service as of their last day worked. The employee may elect to accept or refuse such offer. If the employee accepts such offer, they will be treated the same as if they had been otherwise eligible for a rule-of-65 retirement, except that the elections provided in paragraphs I-B and IV-B would be for a 70/80 retirement rather than a rule-of-65 retirement if they have at the time of retirement attained the age and service which would qualify them for a 70/80 retirement. If the employee refuses such offer, the refusal will have no effect upon their eligibility or potential eligibility for a 70/80 retirement.

## **II. Offer and Acceptance of SLTE**

- A. The Company may offer SLTE to an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement at any time prior to the date on which the employee incurs a break in Continuous Service.
- B. A refusal by an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement to accept an offer of SLTE will result in their ineligibility for rule-of-65 retirement in connection with their last separation from active employment prior to such refusal, except as follows:
  - 1. An employee may refuse an offer of SLTE at their home plant during their grace period if the employee has a right under an applicable local seniority agreement or practice established prior to January 1, 1978 which permits the employee to elect layoff in lieu of assignment to the job offered. The employee's grace period shall be the period of weeks following the employee's last day worked that is equal to the number of credit units in excess of 52 credited to them under the SUB Plan as of their last day worked.
  - 2. An employee may refuse an offer of SLTE at an employment location in Group A, B or C during their grace period. However, an employee may not refuse an offer of SLTE during the last 30 days of their grace period unless they would be required to start work on such job during the grace period.
  - 3. An employee who is absent from work due to disability may refuse an offer of SLTE at an employment location in Group A, B or C; provided, however, that the employee may not refuse such an offer of SLTE in Group A if the employee, in addition to being physically qualified to perform the job, is not precluded from commuting to the employment location involved by reason of such disability, and the employee has been absent from their home plant due to disability for more than 52 weeks.

- C. In order to assist the employee in understanding the implications of their decision to accept or reject an offer of SLTE, the Company will provide an employee receiving such an offer with a written explanation of their rights and obligations in connection with such offer, including the number of days in which the employee must respond to such offer pursuant to paragraph D below. A copy of this written explanation shall be furnished to the appropriate Union representative. Such explanation will include all available information concerning availability or unavailability of jobs at the employee's home plant or other employment locations closer to their home plant than the employment location at which they are offered SLTE. At the request of the employee or the appropriate Union representative, the appropriate Union representative may be present at and participate in any discussion relating to such offer; provided, however, that this provision shall not extend the time periods provided in paragraph D below.
- D. An employee who is offered SLTE will be required to respond by accepting or rejecting such offer:
1. If the job offered is at their home plant, within three days following the receipt by the employee of such offer; provided, however, that where a longer period has been established by local practice for responding to offers of work, such acceptance or rejection shall be made within the shorter of the period established by such local practice or seven calendar days following receipt by the employee of the offer, or
  2. If the job offered is at an employment location in Group A, within seven calendar days following receipt by the employee of the offer, or
  3. If the job offered is at an employment location in Group B or C, within 21 calendar days following receipt by the employee of the offer.
- E. If there are two or more employees at the employment location who are otherwise eligible or could become eligible for rule-of-65 retirement, prior to making offers of SLTE at an employment location in Group A, B or C, the Company will canvass the total group of such employees in accordance with the following procedure to determine which of them desire to receive an offer of SLTE:
1. The Company will send each employee a written explanation of their rights and obligations in connection with an offer of SLTE as described in paragraph C above. Such explanation will also include information concerning the number, type and location of available SLTE opportunities. The explanation will also indicate the number of employees who are being contacted in such canvass.
  2. If an employee desires to request an offer of SLTE described by the Company in such written explanation, they shall complete the form provided with the explanation and return such form to the Company. The employee shall indicate on this form the specific offers of SLTE (in order of preference) which they would be interested in receiving. This completed form must be received by the Company within seven calendar days of the date that the written explanation was sent out by

the Company.

The Company will then make offers of SLTE to employees who timely expressed a desire to receive such offers in order of Company Continuous Service as defined in the Basic Agreement. Finally, the Company shall offer any remaining SLTE opportunities in reverse order of Continuous Service to the remainder of the group canvassed who do not have a right to decline such offers of SLTE under paragraph B above. The local parties may agree upon details necessary for the implementation of this procedure.

- F. An employee who is offered SLTE at an employment location in Group B or C will be reimbursed by the Company from its general assets for reasonable expenses incurred by the employee and/or their spouse if the employee and/or their spouse elect to visit the employment location during the period provided in subparagraph D-3 above. Any grievance relating to such payment shall be processed under the grievance and arbitration procedure applicable to SUB and PIB grievances established by the applicable Basic Agreement (Section XVIII of the Agreement between The Cleveland-Cliffs Iron Company, and Its Associated Companies and The United Steelworkers).
- G. An employee who is otherwise eligible or could become eligible for a rule-of-65 retirement, who accepts an offer of SLTE at an employment location listed in Group B or C, and who, following commencement of work at their new employment location, is laid off from such new employment location, shall not be denied a rule-of-65 retirement solely because they decline a subsequent offer of SLTE at another employment location. An employee who is otherwise eligible or who could become eligible for a rule-of-65 retirement, who accepts an offer of SLTE at an employment location listed in Group A, and who, following commencement of work at their new employment location, shall not be denied a rule-of-65 retirement solely because they decline a subsequent offer of SLTE at another employment location that is not listed in Group A with respect to the employee's original employment location.

### **III. Earnings Protection**

- A. In determining the eligibility for and amount of a Quarterly Income Benefit (QIB) under the Earnings Protection Plan (EPP) (Subsection 15 of Section VI –Rates of Pay of the Basic Labor Agreement of the Company) in the case of an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement and who accepts an offer of SLTE at an employment location in Group A, B or C, all rules and provisions of the EPP shall be applicable except:
  - 1. With respect to an employee who accepts an offer of SLTE at an employment location in Group A, the figure of 95% will be used in place of the figure of 90% both in determining their eligibility for a QIB and in calculating the amount of any such QIB for the quarter in which they start work at the new employment location and for the first two quarters thereafter;
  - 2. With respect to an employee who accepts an offer of SLTE at an employment location in Group B, the figure of 95% will be used in place of the figure of 90%

both in determining their eligibility for a QIB and in calculating the amount of any such QIB for the quarter in which they start work at the new employment location and for the first four quarters thereafter;

3. With respect to an employee who accepts an offer of SLTE at an employment location in Group C, the figure of 100% will be used in place of the figure of 90% both in determining their eligibility for a QIB and in calculating the amount of any such QIB for the quarter in which they start work at the new employment location and for the first two quarters thereafter, and the figure of 95% will be used in place of the figure of 90% both in determining their eligibility for a QIB and in calculating the amount of any such QIB for the third and fourth quarters following the quarter in which they start work at the new employment location.
- B. In the event that an employee accepts an offer of SLTE on a job not covered by the EPP at their home plant or at an employment location in Group A, B or C, they shall nevertheless receive, during the quarter in which they start work on the new job and for the succeeding eight quarters, the same earnings protection as is afforded by the EPP and this Section III for a job covered by the EPP. If the employee was not covered by the EPP in their previous employment with the Company, their “average earnings” for the purpose of EPP shall be calculated as though such previous employment had been covered by the EPP.

#### **IV. *Additional SUB Credit Units***

- A. If an employee who would be eligible for a rule-of-65 retirement except for the fact that the Company has not yet determined whether they will be offered SLTE exhausts their SUB credit units, the Company shall grant them additional credit units to provide SUB Weekly Benefits for which they may otherwise be eligible for whatever period of time that it may require to offer them SLTE or to determine not to offer them SLTE, and the Company shall continue their insurance coverage, other than S&A coverage, for the same period.
- B. If an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement accepts an offer of SLTE at an employment location in Group A, B or C and is subsequently laid off at any time during the two-year period following the date on which they start work at their new employment location, they will be afforded the following additional protection. If their SUB credit units become exhausted, the Company will grant them whatever additional credit units may be necessary to permit continuation of any SUB Weekly Benefits for which they may be otherwise eligible during such layoff. All of the employee’s insurance coverage, other than S&A coverage, will also be continued during such layoff. If the employee is laid off for more than 39 calendar weeks during the two-year period following the date on which they start work at the new employment location, and if prior to the end of such two-year period they apply for retirement in accordance with paragraph 2.7(d) on or before January 31, 2027, the Company will approve their application for retirement.

**V. Supplemental Relocation Allowance**

If an employee who is otherwise eligible or could become eligible for a rule-of-65 retirement accepts an offer of SLTE at an employment location in Group B, they shall be paid from the general assets of the Company a supplemental relocation allowance of \$2,000 as of the earlier of the date the employee changes their permanent residence as a result of acceptance of such offer or the date which is three months after the date they start work at the new employment location. If such an employee accepts an offer of SLTE at an employment location in Group C, they shall be paid, subject to the conditions set forth above, a supplemental relocation allowance of \$4,000. Any grievance relating to such supplemental relocation allowance shall be processed under the grievance and arbitration procedure applicable to SUB and PIB grievance established by the applicable Basic Agreement (Section XVIII of the Company's Basic Labor Agreement). The supplemental relocation allowance shall not be used in the calculation of any other pay, allowance or benefit.

**VI. Seniority Status of an Employee Who Accepts SLTE**

- A. An employee who is otherwise eligible or could become eligible for a rule-of-65 retirement and who accepts an offer of SLTE at an employment location in Group A, B or C will continue to accrue continuous service for seniority purposes at their home mine in accordance with the applicable seniority rules.
- B. If during the above period such an employee is recalled to their home plant, they may elect to accept or refuse such recall. The effect of such an election will be as follows:
  - 1. If an employee accepts a recall to their home plant, their continuous service for seniority purposes at the location where they were employed at the time of such recall will be terminated, together with any additional rights to earnings protection pursuant to Section III, to additional SUB credit units pursuant to Section IV, or to a rule-of-65 retirement provided that, if the recall is to a temporary vacancy as that term is defined at their home plant, the employee will retain their continuous service for seniority purposes at the employment location from which they were recalled for six months after the date they return to their home plant, and any terminated rights to the above-mentioned additional earnings protection, additional SUB credit units, or to a rule-of-65 retirement will be reinstated in the event that they return to such employment location within such six-month period.
  - 2. If an employee refuses a recall to their home plant, their continuous service for seniority purposes at their home plant will be terminated; provided that, if the recall is to a temporary vacancy as that term is defined at their home plant, their continuous service for seniority purposes will not be affected by this refusal.
- C. If such an employee who has accepted an offer of SLTE is subsequently transferred at their request to any other employment location, their rights to any protection or benefit under this Appendix A will be cancelled.

- D. If such an employee accepts an offer of SLTE at an employment location in Group A, B or C, they shall be considered as a new employee at that employment location for all purposes except that the probationary employee provisions (Subsection 7 of Section X -Seniority of the Basic Labor Agreement of the Company), will not be applicable, and their plant continuous service for determining their seniority for purposes of promotion, decrease in forces or recalls after layoff at such employment location shall be no less than their continuous employment at that employment location plus 60 days.

**VII. *Miscellaneous Provisions***

- A. An employee who is otherwise eligible or who could become eligible for a rule-of-65 retirement and who becomes covered by a different program of insurance benefits by reason of their acceptance of an offer of SLTE shall be placed in the insurance classification under the program of insurance benefits applicable to them on his new job based on the earnings which were used to determine their insurance classification under the program of insurance benefits applicable to them on their former job; provided, however, that no employee shall by reason of their acceptance of SLTE incur a reduction in the amount of life insurance or sickness and accident benefits or lose any optional life insurance, dependent life insurance, or total and permanent disability insurance coverage. For disabilities commencing during the two- year period following the date on which such a salaried employee starts on a new job in a production and maintenance bargaining unit, the weekly rate of any sickness and accident benefits shall, for any period for which they would have received salary continuance had they remained covered by the sick leave provisions of the salaried Basic Agreement applicable to them on their former job, be calculated as though their new job were covered by such sick leave provisions.
- B. An employee who is otherwise eligible or could become eligible for a rule-of-65 retirement and who is in the Senior Group under the Savings and Vacation Plan applicable to them at the time they accept an offer of SLTE and who becomes covered by a different Savings and Vacation Plan by reason of their acceptance of such offer shall be placed in the Senior Group under each succeeding cycle of such Savings and Vacation Plan.
- C. An employee who is otherwise eligible or could become eligible for a rule-of-65 retirement and who accepts an offer of SLTE and subsequently retires shall receive a pension benefit which is in no event less than their accrued pension benefit on their former job. The employee shall also retain their pension continuous service for employee benefit purposes at the employment location at which they accept SLTE.
- D. It is recognized that the hospital, physicians' services, major medical, dental and vision care coverages provided by the Company to employees represented by the Union at employment locations listed on Attachment 1 are generally comparable, although such coverages may be provided by different insurance carriers, and that, accordingly, an employee who becomes covered by a different program of insurance benefits by

reason of their acceptance of an offer of SLTE will continue to have coverages on their new job which are in the aggregate generally comparable to the coverages provided on their former job. If during the two-year period following the date on which such an employee starts work on their new job they incur a significant loss of benefits because of a difference between the above coverages on their former job and such coverage on their new job, the employee will be made whole.

## **APPENDIX A -- ATTACHMENT 1**

Employment Locations Covered by the October 1, 2022 Basic Agreement

Division, Works, Plant	Group A	Group B	Group C
Empire Mine, Marquette County, Michigan			
Tilden Mine, Marquette County, Michigan			

## APPENDIX B

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Re: Eligibility for Special Payment (13/14 Weeks) Under Payment from the Restated Pension Plan for Hourly Employees

Dear Mr. Ramirez:

This letter shall serve as a side letter to the Pension Agreement, which will set forth the parties' agreement to provide the special payment (13/14 weeks) to any employee who retires after age 65 with five (5) years but less than ten (10) years of continuous service. Eligibility for this benefit shall not impact eligibility for any other retiree benefits provided by the Company, nor will it impact the definition of normal retirement under Section 2 of the Pension Agreement.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11

## APPENDIX C

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Dear Mr. Ramirez:

It is agreed that the Company will take the necessary actions to provide that participants who retired under the December 1, 1990 Pension Agreement or a predecessor agreement and who are receiving workers' compensation benefits, will not be subject to an offset under paragraph 3.9 of the December 1, 1990 Pension Agreement or the comparable provisions of the applicable predecessor agreement for months after July, 1993.

Very truly yours,

The Cleveland-Cliffs Iron Company on Behalf of Empire  
Iron Mining Partnership and Tilden Mining Company L.C.  
doing business together as Cleveland-Cliffs Michigan  
Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
UNITED STEELWORKERS  
/s/ Emil Ramirez  
Director, District 11

## APPENDIX D

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Re: Payments to Certain Pre and Post-1974 Surviving Spouses of Employees Who Retired from Marquette Range Operations

Dear Mr. Ramirez:

The following outlines our agreement that The Cleveland-Cliffs Iron Company and Its Associated Employers (hereinafter the "Company") will provide a payment to be made from the Hourly Employees' Pension Trust to certain surviving spouses as described below:

1. For purposes of this Agreement, the term "Covered Person" shall mean either:
  - (a) A person who would qualify as a "Surviving Spouse", as such term is defined in the Pension Agreement effective December 1, 1990, with respect to a pensioner (other than a deferred vested pensioner) who retired from a Company operation on the Marquette Range prior to July 31, 1974, and who (i) is deceased as of the settlement date, or (ii) dies on or before September 1, 2026; provided, however, that such person is not otherwise eligible to receive a Surviving Spouse's Benefit pursuant to the terms of any applicable Pension Agreement.
  - (b) (i) The spouse of an employee who died due to a direct result of a mine injury while accruing service; or (ii) the spouse of an employee who died with 15 or more years of continuous service while accruing continuous service; or
  - (c) A person who is receiving or is eligible for a Surviving Spouse's Benefit under the Pension Agreement effective December 1, 1990, or a predecessor agreement with respect to a pensioner (other than a deferred vested pensioner) retired from a Company operation on the Marquette Range prior to August 1, 1993 and who (i) is deceased as of the settlement date, or (ii) dies on or before September 1, 2026.
2. The total payment to a Covered Person shall be:
  - (a) Up to \$6,000, if such person qualifies under 1.(a) or (b) above, and
  - (b) Up to \$4,600, if such person qualified under 1.(c) above.

- The payment for under this Agreement shall be made to Covered Persons whose identity and location are known or made known to the Company in annual installments due and payable as follows:

<b>Payment date</b>	<b>Pre-1974 Covered Persons (\$)</b>	<b>Post-1974 Covered Persons (\$)</b>
August 1, 2023	\$1,500	\$1,150
August 1, 2024	\$1,500	\$1,150
August 1, 2025	\$1,500	\$1,150
August 1, 2026	\$1,500	\$1,150

No payment shall be made to a Covered Person if the pensioner is not deceased as of the payment date. Moreover, if the pensioner died within the twelve-month period preceding a payment date, the payment for such payment date will be prorated based upon the month in which death occurred in such twelve month period (e.g. if death occurred in July, 2023, the August, 2023 payment shall be one-twelfth of the full amount; if death occurred in February, 2023 one half of the full amount payable in August of 2023, etc.).

- Notwithstanding anything to the contrary stated herein, no installment payment shall be made hereunder with respect to a Covered Person who dies prior to the date such payment is due and payable.
- The Company shall make a good faith effort to identify and determine the current address of all Covered Persons who may be entitled to payments hereunder. Nothing herein, however, shall require the Company to incur any costs or expenses which are unreasonable in connection with its efforts to so identify and locate such individuals. If the Company becomes aware of the identity and location of any person who qualifies as a Covered Person, the Company shall promptly make such installment payments to such person if then living; provided, however, that the Company shall have no obligation hereunder with respect to any payment due hereunder if the Company, after making a good faith effort to do so, is unable to determine the identity and current address of such person prior to the termination of the Basic Labor Agreement.
- The parties hereto understand and agree that the payments provided for hereunder are to be made out of the Cleveland-Cliffs Iron Company Hourly Employee's Pension Trust.

Very truly yours,

The Cleveland-Cliffs Iron Company on Behalf of Empire  
Iron Mining Partnership and Tilden Mining Company L.C.  
doing business together as Cleveland-Cliffs Michigan  
Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:

UNITED STEELWORKERS

/s/ Emil Ramirez

Director, District 11

## APPENDIX E

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Subject: Changes Applicable to Participants Retired Under Prior Pension Agreements

Dear Mr. Ramirez:

This is to confirm our understanding that the Company will take the necessary actions applicable to participants who retired under prior Pension Agreements to freeze the Rule-of-65 excess earnings limit at \$17,000 for calendar year 2022 and thereafter in the same manner as for participants who retire under the 2022 Pension Agreement.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/Emil Ramirez  
Director, District 11

## APPENDIX F

October 1, 2022

Mr. Emil Ramirez  
Director-District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Subject: Recognition of Broken Service for Purposes of Pension Benefits and Seniority Under Basic Labor Agreement-Active Employees

Dear Mr. Ramirez:

Notwithstanding anything to the contrary in the Basic Labor Agreement, Seniority and Posting Agreement or Pension Agreement between the parties, the Company will recognize prior service with the Company based upon the following limited events:

1. If an employee was placed on layoff status and is recalled or rehired by the Company after a break in continuous service, pursuant to any provisions of the Basic Labor Agreement, the Company will recognize the employee's prior continuous service accrued to the date of layoff plus up to two (2) years of additional service (creep), pursuant to the applicable continuous service sections of the Basic Labor Agreement, for purposes of establishing an adjusted seniority date for seniority rights under the Basic Labor Agreement and Seniority and Posting Agreements.
2. If an employee voluntarily terminated employment and is rehired, the Company will recognize the employee's prior continuous service accrued to the date of voluntarily termination for purposes of establishing an adjusted seniority date for seniority rights under the Basic Labor Agreement and Seniority and Posting Agreement.
3. An employee who incurs a break in continuous service prior to becoming eligible for an immediate or deferred vested pension, shall upon reemployment, have such break in continuous service removed. The continuous service shall be determined by Section 5.1(b)1, 2, 3, 4(i) of the Pension Agreement.

The period after a break in service and before the date of reemployment shall not be creditable as continuous service.

4. It is understood by the parties that the application of this letter is not intended nor requires recognition of any time on layoff in excess of the two years accrued service (creep) provided by the Basic Labor Agreement or Pension Agreement for purposes of seniority or pension benefits.

This side letter shall be published in the Basic Labor Agreement and the Pension Agreement during the term of the 2022 Collective Agreement.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:

United Steelworkers

/s/Emil Ramirez

Director, District 11

**APPENDIX G**

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Re: Lump Sum Payment to Certain Pensioners Who Retire on Other than Deferred Vested Pension Prior to August 1, 1993 (Empire and Tilden)

Dear Mr. Ramirez:

The following outlines the provisions of our agreement under which the Company will make payments to certain pensioners:

A. Eligibility

The Company will make the payments described below for those pensioners who:

- (1) Retired from the employ of the Company (including Canisteo Mine) on other than deferred vested pension prior to November 30, 1990.
- (2) As of the date of payment are receiving regular pension from the Company.

B. Lump Sum Payment – Year 2023

On November 1, 2023, a lump sum payment shall be paid to the pensioners described in Section A above equal to the applicable amount shown in the following table:

<b>Period Participant Retired</b>	<b>Lump Sum Payment</b>
Pre 8/15/1974	\$975
8/7/1974-7/31/1977	\$910
8/1/1977-7/31/1980	\$845
8/1/1980-2/28/1983	\$780
3/1/1983-10/27/1986	\$715
10/24/1986-7/31/1989	\$650
08/1/1989-07/31/1993	\$585
08/1/1993-07/31/1996	\$520
08/1/1996-07/31/1999	\$455
08/1/1999-07/31/2002	\$390

08/1/2002-07/31/2005	\$325
08/1/2005-08/31/2008	\$260

C. Lump Sum Payment – Year 2025

On November 1, 2025, a lump sum payment shall be paid to the pensioners described in Section A and pursuant to the payment schedule in Section B above.

No payment shall be made with respect to an otherwise eligible pensioner who died prior to the payment date.

D. Source of Payment

The parties understand and agree that the Company may elect to make any of the lump sum payments it is obligated to pay retirees out of the general assets of the Company, from the DB pension plan and trust thereunder, or from a trust established for such purpose.

In the year following a year in which the lump sum payments are made, the Company's otherwise required contribution to the VEBA Trust, including if applicable the minimum contribution, shall be reduced by the total amount of such lump sum payments. If the amount of the lump sum payments exceed the required VEBA contribution for that year, the otherwise required VEBA contribution for the following year shall be reduced by the excess amount.

Such lump sum payments will not be considered part of the pensioner's regular pension for purposes of calculating the amount payable under Sections 3 or 4 of the Pension Agreement effective October 24, 1986 (or the applicable sections under a prior agreement).

The foregoing is subject to Internal Revenue Service approval.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:

United Steelworkers

/s/ Emil Ramirez

Director, District 11

## APPENDIX H

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Dear Mr. Ramirez:

This is to confirm our understanding with respect to employees who are accruing pension continuous service as of October 1, 2022 and who incurred breaks in basic labor agreement and pension continuous service due to layoff during the period January 1, 1980 through August 1, 1993 and who were recalled or rehired prior to October 1, 2022:

Employees who meet the above criteria will be credited with one additional year of pension continuous service (and basic labor agreement continuous service) except as they were recalled within three years following the date last worked in which case they will be credited with the lesser of (a) one additional year of pension continuous service (and basic labor continuous service) or (b) a period of pension continuous service (and basic labor continuous service) equal to the period between the date that such employee sustained a break in pension continuous service (and basic labor continuous service) and the date such employee was recalled; provided, however, that any period of time creditable as continuous service pursuant to this letter shall not be creditable as service under Appendix F of the Pension Agreement.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11

## APPENDIX I

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Dear Mr. Ramirez:

This is to confirm our understanding that any participant covered by the October 1, 2022 Pension Agreement between Empire Iron Mining Partnership and Tilden Mining Company L.C. and the United Steelworkers, who retires on or after October 1, 2022 and who incurred one or more breaks in Continuous Service prior to such date will, to the extent and under the conditions specifically set forth below, be credited, for pension purposes only, with service (hereinafter referred to as "Allowed Service") for a period of employment with the Company prior to such break.

- A. Allowed Service will be credited only upon retirement or death of the employee.
- B. Allowed Service will be credited in accordance with:
  - 1. To determine the amount (as distinct for eligibility for) any benefit provided pursuant to the Pension Agreement, and
  - 2. To determine eligibility for only:
    - (a) Normal Retirement provided the Participant has attained age 65 and the sum of the participant's Allowed and Continuous Service is 15 or more years:
    - (b) 62/15 Retirement
    - (c) Permanent Incapacity Retirement;
    - (d) 70/80 Retirement
    - (e) Deferred Vested Pension provided the participant has attained age 40 and the sum of the participant's Allowed and Continuous Service is 15 or more years if the final break in Continuous Service occurred for reasons other than quit or discharge; or
    - (f) Surviving Spouse's Benefit
- C. For the purposes of A and B above, if a participant who worked at least one day in 2022 prior to October 1, 2022 had a break in Continuous Service due to a layoff which continued in excess of two years but such break was removed due to participant's recall to work with the Company under the October 1, 2018 Pension Agreement within the

period during which they retain their accumulated Continuous Service in accordance with the seniority provisions of the Basic Labor Agreement (including any service accumulation under the 2022 Basic Agreement exclusively for purposes of recall under Section X, Subsection 6) the period from the break in service until the earlier of (i) the date the participant returned to work or (ii) five years from the date last worked will be credited as Allowed Service.

- D. In the case of a participant whose pension is determined in accordance with paragraph 3.3 (b) (1) (percent pension) of the October 1, 2022 Pension Agreement, the amount determined under the provisions will be increased by an amount equal to the participant's average monthly earnings multiplied by 1.55% for each year (and fraction thereof calculated to the nearest month) of Allowed Service.
- E. In the case of a participant whose pension is determined in accordance with paragraph 3.3(b)(2) or (3) (minimum pension) of the October 1, 2022 Pension Agreement, the amount determined under those provisions will be increased by an amount equal to the appropriate minimum multiplier (including the minimum multiplier applicable for Continuous Service in excess of 30 year) multiplied by the years (and fractions thereof calculated to the nearest month) of Allowed Service at the rate applicable under the 2022 Pension Agreement (i.e. paragraph 3.3(b)(3) for participants who retired on or after October 1, 2022).
- F. The increased amount determined under D or E above will be used in the determination of regular pension in accordance with paragraph 3.3(a) of the October 1, 2022 Pension Agreement.
- G. Any period of time creditable as continuous service pursuant to Appendix H shall not be creditable as Allowed Service under this Appendix I of the Pension Agreement.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11

**APPENDIX J**

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Dear Mr. Ramirez:

This will confirm that retirees currently receiving disability pension payments from the Pension Plan for Hourly Employees of the Cleveland-Cliffs Iron Company and Its Associated Employers and who are also receiving Workers' Compensation payments that are offsetting all or part of their disability pension payment, will receive a one-time lump sum payment of \$2,000 from Cleveland-Cliffs Michigan Operations on or before January 1, 2023.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11

**APPENDIX K**

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Re: Pension Plan for Hourly Employees of the Cleveland-Cliffs Iron Company & Its Associated Employers

Dear Mr. Ramirez:

This letter will confirm the understanding reached in connection with the 2022 collective bargaining agreement that for the Plan Years 2023 through 2026, the Company will determine contributions to the *Pension Plan for Hourly Employees of the Cleveland-Cliffs Iron Company & Its Associated Employers* as if the Plan was a single-employer pension plan.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer

Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11

**APPENDIX L**

October 1, 2022

Mr. Emil Ramirez  
Director, District 11  
United Steelworkers  
3433 Broadway St. NE, Suite 315  
Minneapolis, MN 55413

Re: Actuarial Equivalence in Calculating Lump Sum Payments from the Pension Plans

Dear Mr. Ramirez:

This letter will confirm the understanding reached in connection with the 2022 collective bargaining agreement that in accordance with Pension Protection Act, lump sum payments from the Plan, as described in Pension Agreement Section 3.11, and 1.1(i), shall continue to be calculated using the 30-Year Treasury bond yield curve, provided that the use of the 30-Year Treasury bond yield curve does not result in a lump sum amount that is less than the amount that would result from using the Corporate Bond interest rate.

Very Truly Yours,

The Cleveland-Cliffs Iron Company as Managing Agent for  
Empire Iron Mining Partnership and Tilden Mining  
Company L.C. doing business together as Cleveland-Cliffs  
Michigan Operations

/s/Rob Fischer  
Vice President, Human Resources & Labor Relations

Confirmed:  
United Steelworkers  
/s/ Emil Ramirez  
Director, District 11