

ARBITRATOR'S AWARD

*In the Matter of the Arbitration
Between*

*United Steelworkers International Union
and its Local Union 1010*

and

*Cleveland-Cliffs Steel LLC
Burns Harbor, Indiana*

Grievance No. 4A-24-031

Case 160

June 5, 2026

*David A. Dilts
Arbitrator*

APPEARANCES:

For the Union:

Jacob Cole, Staff Representative

For the Company:

Josh Spanier, Labor Relations Representative

Hearings in the above cited matter were conducted on Thursday May 7, 2026 at the Courtyard by Marriott, Chicago Southeast, 7730 Corinne Drive, Hammond, Indiana. The parties stipulated that this matter is properly before the Arbitrator pursuant to Article V, Section 1 of their September 1, 2022 Agreement. The record in this matter was closed upon conclusion of the hearings on May 7, 2026.

ISSUE

The parties were unable to frame the issue in mutually acceptable language and charged the Arbitrator with framing the issue. The Arbitrator's understanding of the controversy between these parties is:

Did the Employer violate the parties' Basic Labor Agreement by

promulgating its "Schedule Workplace Procedure?" If so, what shall be the remedy.

INTRODUCTION

The Company promulgated a "Schedule Workplace Procedure" dated October 10, 2024 (Joint exhibit). The Company asserts that this document does nothing more than memorializes existing practices. The Union asserts otherwise, claiming that the document adds obligations on the employees and violates contractual rights. This document contains five major sub-heads: (1) Calling off work; (2) Relief on the job; (3) Emergency phone call; (4) Production Employee's guidelines for overtime turns trade; and (5) Employees guidelines to be paid for job safety briefing. The document contains 28 numbered paragraphs and one additional "guideline"

which was not numbered (the last one in the document).

The parties met and conferred concerning this proposed document and the rules it represented and when unable to reach a mutual agreement, the Employer promulgated the document. On October 21, 2024 the Union filed grievance 4A24031 protesting the implementation of this "Procedure." The Union's grievance states (Joint exhibit 2):

Statement of Grievance: The Union is challenging the implementation of "Schedule Workplace Procedure."

Contract Provisions cited: Including but not limited to ART 6A, all other articles, agreements and past practice that may apply.

Position & reasons therefore: During that discussion, the Union made it clear that there were multiple items in the procedure that violated the BLA. The Company was also informed that there were items in the procedure that are not feasible.

Remedy requested: Pause procedure implementation. Meet jointly to discuss needed changes to procedure. Apply modified procedure that does not violate the BLA and is feasible for both the Company and affected Employees to adhere to.

Step 1 - Written Record - Company Position & Supporting Facts

Facts:

Prior to issuing the procedure it was discussed and reviewed with the Union. The draft of the procedure was sent to the Union on September 20, 2024.

No comments or feedback was received from the Union.

The department issued "Schedule Workplace Procedure" three weeks later on October 10, 2024.

Position & reasons therefore:

"Schedule Workplace Procedure" described existing practices and provides clarification for mixed practices. All points in the procedure correspond to BLA language.

Decision: Denied

On January 29, 2025 the second step meeting was held concerning this grievance. (Joint exhibit 3) The Union identifies four items that it

alleged violated the BLA (items 1, 8, 19 and 26). The Company asserted that the "Procedure" was a "reasonable procedure(s) . . . to improve production efficiency and business." Further the Company asserts that there is nothing in the "Procedure" which violates the BLA. Therefore, the parties are at impasse and the Union proceeded with its grievance to arbitration.

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UNION'S POSITION

It is the Union's contention that the Employer's proposed Schedule Workplace Procedure violates the Employees' rights under the Basic Labor Agreement. Many of the procedures contained in the Employer's unilaterally promulgated document are in direct contravention to the clear language of the BLA. Article Five, Section C, ¶ 2 states: a.) It is expected that Employees shall adhere to their prescribed schedule. When an Employee must be absent from work, s/he shall, as promptly as possible, contact the designated person and provide the pertinent facts and when the Employee expects to return to work. The Employer has added an additional obligation in these aggrieved procedures requiring that the Employee's notification occur no later than one hour from the beginning of

the shift (Item 1, p. 1, Joint exhibit 4). This is a clear violation of the language of the BLA.

Item 8 of the Procedure now requires Employees to provide "third-party objective evidence" to substantiate that they had good cause for missing work that would otherwise have qualified them for holiday pay. Article Ten, Section A, ¶ 3 b) states in pertinent part: . . . "or assigned on both his/her last scheduled workday prior to and his/her first scheduled workday following the day on which the holiday is observed, unless s/he has failed to so work because of sickness or other good cause." There is nothing in this agreed upon language that increases the burden on the Employee to provide "third party" objective evidence of the good cause. This again is a clear violation of the clear language of the BLA.

Item 19 may be the clearest example of how unreasonable this procedure is. The Union never objected to documenting emergencies. The Union objected to forcing employees to complete paperwork before leaving during an emergency. Item 19 says: "An Employee will be notified when an emergency call is received in the control room, he/she must speak directly with his/her supervisor before leaving as to the matter of the emergency and the need for leaving and fill out the "EMERGENCY PHONE CALL FORM" in the control room." Not only is this unreasonable, on its face, but it places this right at the discretion of management, which is not what collective bargaining is all about nor is it what the BLA requires.

The overtime trade provisions, Item 26, followed the same pattern. The Union proposed alternatives that worked within existing contractual mechanisms. Instead, the Company imposed additional restrictions and approvals that narrowed employee flexibility already contemplated by the

Agreement. The Company asserts that the current language of the BLA can result in additional overtime cost, without citing a single example.

Instead the Company relies on the preamble to the payroll guidelines "That this letter does not apply to Indiana Harbor East." That is simply not true, the testimony at hearing proved that all of the guidelines apply save the Employee Convenience language.

The Company has taken negotiated language that contained flexibility or employee protections and replaced it with rigid management imposed conditions while simultaneously asking employees to trust that management discretion would solve any unfairness created by those conditions. The authors of the BLA knew what each item contemplated today and required a level of tolerance. There is no reason to modify the written language of the BLA, in fact, the only place that can occur is across the bargaining table – not through managerial fiat. The Union has never agreed to these

proposed changes and these issues should be something upon which the Company and Union should reach agreement.

The Union respectfully asks that the grievance be sustained in its entirety and that the Company be ordered to cease and desist from enforcing the disputed provisions, restore the status quo, and make any affected employees whole.

COMPANY'S POSITION

The Company's position in this case is simple and straightforward. The document to which the Union objects is a simple compilation of the practices and current requirements for issues arising under the BLA concerning Schedule Workplace Procedures (Joint exhibit 4). These practices are simply memorialized in writing. It is also a matter of record

that these same items are applied at all other facilities at the Company.

The clarification and memorialization of the practices and procedure under the BLA is not a violation thereof.

The Union bears the burden to demonstrate that this memorialization somehow violates the BLA. In fact, the record of evidence does quite the opposite. The clear preponderance of the credible evidence supports the Company's position in this matter.

The Union complains that item 1 adds a one hour time limit on call-ins. The Company has done no such thing. The standard is "as promptly as possible" and that is situational. If there are legitimate circumstances beyond the employee's control exceptions can be made. All the Company has done is to state how this standard has been applied in practice – no additional obligation has been imposed on employees.

The issues concerning holiday pay are also simple and straightforward

in Item 8. There has been a widely understood and relied upon practice of requiring employees to provide documentation for absences before and/or after a holiday in there is an absence. The testimony at hearing is conclusive that this practice has existed, and was well understood for more than a decade. A past practice does not become unlawful simply because it is written down in plain language for all to see and know.

The Emergency notification argument advanced by the Union is also without merit. Management has the right and the obligation to know who is on site. If there is an emergency requiring the employee's attention, hence leaving work, the Employer is entitled to have such documented. Item 19 adds no obligation on employees and allows the Employer to know who is on site. That is not unreasonable, and applies no new restriction on the bargaining unit employees. There is no evidence that the Employer has ever not made such requirements prerequisite to leaving the facility

when possible and no employee has ever been disciplined for this sort of thing.

The shift trading requirements imposed by item 26 are again, a simple memorialization, in writing, of what is already the established practice under the BLA's language. The Union complains that this memorialization somehow limits the employee's rights under the BLA, but they provided no evidence of how those rights are limited, or any adverse action taken against employees for trading shifts as contemplated by the BLA.

The Union complains that management has acted unilaterally in promulgating the "Schedule Workplace Procedure." However, the evidence shows a quite different scenario. The Company drafted this document based on its understanding of the past practices that existed for each of the items at the time the document was drafted. The Company then met

with the Union on September 20, 2024 and mutually discussed each of the items contained in the proposed document, and made several changes based on their interaction. The Company believed that this document was based on the relevant past practices since it received no proposed revisions after September 20, 2024. The Company, in good faith, then promulgated the "Schedule Workplace Procedures on October 10, 2024. The Labor Agreement does not prohibit management from acting when doing so is necessary to ensure the consistent application of the existing rules. Simply put, the Company was simply exercising its management right and made a compilation of the parties existing practices on the relevant portions of the parties' BLA. There is nothing here that is inconsistent with the BLA and the parties' past practices.

For these reasons, the Company respectfully requests that the grievance be denied in its entirety.

ARBITRATOR'S OPINION

The issue before this Arbitrator involves the Company having created a document entitled "Schedule Workplace Procedure" and promulgated it on October 10, 2024. The Company claims this document is nothing more than a compilation of the parties' past practices concerning the issues addressed in the document. The Union claims that for at least four of these items, that is not true. The Union claims that this management document was a unilateral change in the requirements of the

BLA.¹

This parties, in their mutual wisdom, provided a clearly identified and relatively simple grant of authority to Arbitrators resolving grievances

under this BLA. That grant of authority is found in Article Five, Section 1,

¶6 (b):

The member of the Board (arbitrator) chosen in accordance with Paragraph 7(a) below shall have the authority to hear and decide any grievance appealed in accordance with the provision of the grievance procedure as well as disputes concerning the Insurance Agreement. The arbitrator shall not have jurisdiction or authority to add to, detract from or alter in any way the

¹ *The Union's grievance claims a unilateral change in the BLA was attempted by Management in promulgating this document. Such an act qualifies under Section 1 of Article Five as a grievance. Article Five, Section ¶1 states: "Should any difference arise between the Company and the Union as to the interpretation or application of, or compliance with, the provisions of this or any other Agreement between the Company and the Union . . ." Albeit, the Company did not contend this matter was not properly before the Arbitrator, the definition of a grievance makes clear this is a proper subject for arbitration; as stipulated by the parties.*

provisions of this Agreement or the Insurance Agreement.

The parties have, by the above cited language, made clear that where there is expressed mutual intent, it is that intent that binds themselves and the Arbitrator. In this case, there are contests between the Company and the Union as to the meaning of the BLA and the existence of mutually acceptable past practices. In four of the issues presented to this Arbitrator it is clear and unambiguous contract language, according to the Union, that applies without past practice, either in writing or otherwise. Each of the items of the Schedule Workplace Procedure which are at controversy will be examined, in turn, in the following paragraphs.

Article Five, Section A is entitled Local Working Conditions and states

(BLA, p. 37):

1. Local Working Conditions

The term Local Working Conditions as used in this Section means specific practices or customs which reflect detailed applications of matter within the scope of wages, hours of work or other conditions of employment, including local agreement, written or oral, on such matters. It is recognized that it is impracticable to set forth in this Agreement all of these working conditions, which are of a local nature only, or to state specifically in this Agreement which of these matter should be changed or eliminated (Change or Changed). The provisions set forth below provided principles and procedures which explains the status of these matters and furnish necessary guideposts. Any arbitration arising under this Section shall be handled on a case-by-case basis on principles of reasonableness and equity. (Emphasis added)

Three of the four items at controversy arise under Article Five of the BLA and therefore fall under this provision of the BLA. The fourth item argued by the parties involved employees leaving the Company's

facility because of an emergency which is not covered by language under Article Five of the BLA. The Arbitrator is obliged by the Section I language cited above to read the Contract as a whole and provide a complete decision based therein.

Further the Employer contends that the Schedule Workplace Procedure document was a compilation of the parties' past practices put into written form. The claim was repeatedly made, and little to no evidence was introduced at hearing demonstrated repeated and consistent handling of issues for each of the four items argued. Further, for a practice to be binding in it must be recognized by both parties, fully understood and relied upon. No such evidence was proffered concerning these requirements for the existence of a binding practice. Without such evidence the Employer faces an uphill battle to prevail against otherwise

clear and unambiguous BLA language if such language exists.²

Item 1 Schedule Workplace Procedure

Item 1 of the Schedule Workplace Procedure states: "An Employee who is absent for ANY reason shall call the Call Off Service at (855) 660-8080 as promptly as possible but not later than one (1) hour prior to the start of the scheduled shift. A failure to timely report off will result in failure to report off (FRO) discipline. This issue is to be found in the language of the BLA. Article Five, Section C, ¶ 2 of the BLA states: a.) It is expected that Employees shall adhere to their prescribed schedule.

² See Elkouri and Elkouri, *How Arbitration Works*, eighth edition, Arlington, Va.: BloombergBNA, 2016, Chapter 12 for a complete analysis of past practice and its use in contract interpretation.

When an Employee must be absent from work, s/he shall, as promptly as possible, contact the designated person and provide the pertinent facts and when the Employee expects to return to work.

In reading the language of the BLA it is clear that there is one obligation added to the contract language, and one item from the contract language missing from the Schedule Workplace Procedure. There is no requirement for the Employee to inform the Employer when the Employee expects to return to work. In this Arbitrator's considered opinion an important piece of information in planning coverage for work assignments. The BLA has no specific time limits for (one hour) the call in to report being unable to work, but that requirement is to be found in the Schedule Workplace Procedure. This Arbitrator is persuaded that the difference in the language between the two documents is significant and suggests

something about the authorship of the Schedule Workplace Procedure. The expected return to work is an important detail, and is of critical importance to planning the staffing of jobs. It is inconceivable to this Arbitration that such an issue would not have been a central issue in any practice that evolved around the BLA language. That alone, undercuts the contention that this Schedule Workplace Procedure arose from the parties' past practices.

It is also clear that the Schedule Workplace Procedure added an obligation. The employee reporting his/her absence was required under the BLA language to do so "as promptly as possible" but not time certain is to be found in the BLA language. However the Schedule Workplace Procedure adds a time certain for reporting. The employee under the Procedure language must report their absence "no later than one (1) hour prior to the start of scheduled shift." What the Employer is asking from this

Arbitrator is beyond his reach. Section I requires that the Arbitrator "... shall not have jurisdiction or authority to add to, detract from (the BLA)."

The Schedule Workplace Procedure does both it adds the one hour time certain and "detracts" the return expectation. For the Arbitrator to order such a thing there must clear and persuasive evidence of past practice that occurred over multiple applications with consistency, which was mutually understood by both parties, and relied upon as a clear replacement for the language of the BLA. No such evidence is found in this record.

Conclusions that such practices occurred are just that a conclusion drawn by the witness, and without the underlying evidence, the Arbitrator cannot accept such a conclusion as fact. The only person whose conclusion on such matters is relevant is that of the Arbitrator, and that has to be on a convincing body of evidence.³ It is the Arbitrator's obligation to the

³ Under this Section is found paragraph 2.b which permits the Employer

parties, mutually, to test the facts for veracity, and he cannot do so when others have drawn conclusions and substituted those for the facts concerning what practices may or may not have been discovered.

Additionally, the language of Article Five, Section A (1): Any arbitration arising under this Section shall be handled on a case-by-case basis on principles of reasonableness and equity (Emphasis added) further complicates the matter. The Employer's stated purpose was to memorialize the past practices but also "... it compiled, clarified and standardized existing practices that has already been in place, for many years, so employees and managers would have one clear, written reference for expectations." The BLA language is clear, it is a matter of

to implement "reasonable" rules for the implementation of these principles.

To enjoy the benefits of this paragraph the rules may not diminish the principles contained in the BLA. The added of additional employee obligations beyond those identified in the BLA, renders reasonableness a

“reasonableness and equity” not standardization of clarified practices that is to govern issues under Article Five and disputes arising thereunder.

Naturally, the Arbitrator is not unsympathetic to an Employer who wishes to be consistent in its treatment of employees and give fair warning of expectations. However, that’s not the language that was adopted by the parties in Article Five, Section A, and it is that language which binds this Arbitrator. Therefore, Item 1 violates the BLA.

Item 8 Schedule Workplace Procedure

Section D of Article Five at paragraph 3 states: “Recognized holidays, whether or not worked, shall be counted as a day worked in determining

meaningless term, when violative of those principles.

overtime, however holidays shall only be paid as specified in Article Ten,

Section A (Holidays). Article Ten, Section A ¶ 3 (b) states:

As used in this Section, an eligible Employee is one who (1) has worked thirty (30) calendar days since her/his last hire; (2) performs work or is on vacation in the payroll period in which the holiday is observed; or if s/he is laid off for such payroll period, performs work or is on vacation in either the payroll period preceding and the payroll period following the payroll period in which the holiday is observed; and (3) works as scheduled or assigned on both his/her last scheduled workday prior to and his/her first scheduled workday following the day on which the holiday is observed, unless s/he has failed to so work because of sickness or other good cause.

There is no mention of evidence to be provided.⁴ However, Item 8 mentions specific evidentiary items. Item 8 states in pertinent part: . . .

⁴ *In the matter before John Dunsford, he ruled that management could not "impose standards in advance" on an entire group of workers. These decisions in the Arbitrator's view are not on the same factual basis and can have variations in the evidence necessary to prove good cause.*

“To clearly establish this cause, the Employee shall provide third-party objective evidence, such as co-pay receipt, an emergency repair bill, a police report, etc.” (Emphasis added) This language is different than that found in the BLA, but the listing alone of these items to be accepted as evidence of “good cause” would not necessarily persuade this Arbitrator of an inconsistency with the BLA, albeit it may well fail because it is an addition to the BLA. What is the fatal flaw is that the Procedure language requires a quantum of proof that the authors of the BLA did not mutually contemplate. “Clearly establish this cause” is a requirement not included in the BLA and is therefore a requirement too far. As Arbitrator Platt decided in the Republic Steel cited case: “In short, the nature of the proof must be left to the exercise of reasonable discretion. I must ultimately depend on the facts and circumstances of each case as it comes along.” This appears

to be what the parties intended in their selection of the language that comprises Article Ten, Section A ¶ 3 (b). Therefore, this Arbitrator is persuaded that Item 8 also violates the BLA and cannot be permitted to stand.

Item 19 Schedule Workplace Procedure

Item 19 of the Schedule Workplace Procedure states: "An employee will be notified when an emergency call is received in the control room, he/she must speak directly with his/her supervisor before leaving as to the matter of the emergency and the need for leaving and fill out the "EMERGENCY PHONE CALL FORM" in the control room."

The Employer has the right to require certain documentation

resulting from an employee leaving the plant because of an emergency.

However, the word "emergency" does not appear in Article Five, but there is language concerning an employee absenting themselves from work. That language does not limit itself to non-emergency situations. Upon careful consideration, this Arbitrator is persuaded that Article 5, Section C, ¶12 applies to this situation. "It is expected that Employees shall adhere to their prescribed schedule. When an Employee must be absent from work, s/he shall, as promptly as possible, contact the designated person and provide the pertinent facts and when the Employee expects to return to work." This language does not restrict itself to failing to report to work, but nothing therein even suggests that it does not apply to early exit from work.

This Arbitrator is persuaded that Item 19 is inconsistent with Article

Five, Section C ¶1 of the BLA. As such, then Article Five, Section A also applies and the standard is reasonableness and equity, and in this Arbitrator's opinion this Item is inconsistent with the requirements of the BLA for essentially the same reasons as was Item 1.

Further, the Union argues that this paperwork requirement is unreasonable in an emergency situation. That may well be true, depending on the nature of the emergency. Article Five, Section A imposes a duty to weigh such matter in the light of both reasonableness and equity. The Arbitrator notes that emergencies generally denote some sense of urgency and that the "rigid" requirements of Item 19 may well run afoul of Article Five, Section A in real world application.

Item 26 Schedule Workplace Procedure

The parties are also in disagreement on Item 26 of the Schedule Workplace Procedure concerning the trading of turns. In a letter from Robert Fisher, Vice President of Human Resources and Labor Relations to David McCall, International Vice President (administration) United Steelworkers dated September 1, 2022 several matters under Article Five were addressed and agreed to. The simple preponderance of the evidence persuades this Arbitrator that the trading of turns was done within the confines of the McCall letter of September 1, 2022 with a minimum of administrative approvals. Jordan Carr's testimony was credible and did not waver on cross examination. Mr. Terenkinshu's testimony, too was credible, however focused on "legally traded" turns and was sparse concerning the procedures in place before the aggrieved document was promulgated by management.

The allowing of an employee to change their schedule appears to have

no administrative processes identified in the BLA, however the parties' agree that the trading of turns has been permitted for years, and that the processes identified in Item 26 are the first writing concerning the trading of turns. Again, without consistency of the Schedule Workplace Procedure being demonstrated or clear and convincing proof of a past practice this Arbitrator cannot find Item 26 to be permissible and consistent with the parties' mutual intent contained in the BLA. The facts in this case do not show what the practices were prior to the Schedule Workplace Procedure. What is clear, is that management's incentive for this Item was there was not an identified formal process by which these trades were done and management wanted a more orderly trading scheme. That is admission of a change from the manner in which these trades were accomplished and therefore is proof of the Union's allegation.

To the extent that the procedure identified in Item 26 is not proven

to be an agreed upon procedure, Item 26 cannot be found to have been in compliance with the BLA and therefore the Union's grievance with respect to this Item must also be sustained.⁵

However, management has a legitimate interest in bringing order to the trade mechanism. Therefore, the parties are mutually obliged to discuss this issue and reach a mutually agreeable solution to this controversy.

Other Cited Arbitration Awards

⁵ What the Company claims here is that Item 26 and its alleged practices fills a gap in the BLA's language. That is a legitimate contention, in this case the evidence fails to establish that practices bind the parties. See Elkouri and Elkouri, *How Arbitration Works, eighth edition*, Arlington, Va.: BloombergBNA, 2016, pp. 12-28 to 12-29.

Arbitrator Jenks was dealing with a matter of workplace violence policy rules being implemented by Management unilaterally. The language in the contract in that matter (Article 12, Management) clearly and unambiguously reserved to Management the right to suspend, discharge, and to establish plant rules. As such that language is different from what is in evidence here, and provides no guidance here.

Arbitrator Bethel was dealing with the Sun Coke Energy Company at Burns Harbor and this Local Union. In that case there were employees who were disciplined for failure to report their absences before the one hour time limit imposed by management. Arbitrator Bethel wrote: *This language suggests the parties realized there may be situations in which employees are not able to report an absence until shortly before their shift begins. This mean the Company cannot assess an occurrence under the policy simply because an employees calls off less than an hour prior to an*

employee's scheduled reporting time. Instead, the Company is required to consider the circumstances that prompted the call out to determine whether employee called off "as promptly as possible." In this Arbitrator considered opinion Arbitrator Bethel's decision is precisely what the parties intended and the language requires.

CONCLUSION

The record of evidence in this matter shows that the relevant language of the parties' Basic Labor Agreement is clear and unambiguous. In each of the four items on the Schedule Workplace Procedure contested by the parties, the language of the Procedure is not consistent with the requirements of Article Five, Ten, and the September 1, 2022 letter. Therefore, under the narrow arbitration clause in Section 1, the Arbitrator

has no alternative save to grant the grievance in its entirety. To do otherwise would be inconsistent with clear language found in Article Five, Section A; Section c ¶ 2; Article Ten, Section A ¶ 3 (b) and in the September 1, 2022 letter of understanding, BLA pp. 132-33.

The remedy for this grievance is the Company is ordered to cease and desist enforcing the Item 1, 8, 19, and 26, restore the status quo and make whole any affected employees. The Arbitrator retains jurisdiction over the remedy for a period of thirty days to resolve any dispute that may arise concerning the remedy herein ordered.

AWARD

The grievance is sustained. The requested remedy is herein ordered as explained above. The Arbitrator retains jurisdiction for a period of

*thirty days to resolve any issues arising during the implementation of this
remedy.*

*At Fort Wayne, Indiana
June 5, 2026:*

David A. Dilts

*David A. Dilts
Arbitrator*