IN THE MATTER OF ARBITRATION	)	
CLEVELAND-CLIFFS STEEL LLC BURNS HARBOR PLANT	)	
and	)	Grievance No. 24-4027
UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, LOCAL 6787	)	Case 159

Nathan Kilander, for the Employer
Michael P. Young, for the Union
Before Matthew M. Franckiewicz, Arbitrator

OPINION AND AWARD

This arbitration proceeding involves the termination of Grievant Timothy Clemons.

A hearing was held on February 13, 2026, at Chesterton, Indiana. Both parties called, examined and cross examined witnesses, and offered documentary evidence. The Parties offered oral closings and neither Party desired to file a brief.

Contract Provisions Involved

ARTICLE FIVE - WORKPLACE PROCEDURES

Section I. Adjustment of Grievances

9. Suspension and Discharge Cases

a. No Peremptory Discharge

(1) Before imposing a discharge (which must be in accordance with Paragraph 9(b) below) the Company shall give written notice of its intent to the affected Employee and the Grievance Chair.

(2) Where the Union files a grievance protesting such intended discharge within five (5) days of receipt of the notice, the Company may impose no more than a suspension (which must be in accordance with Paragraph 9(b) below) on such Employee prior to completing the procedure referred to in Paragraph 3 below.

(3) The grievance protesting the intended discharge shall be filed at Step 2 of the grievance procedure and the Step 2 Answer shall be given prior to the Company converting the suspension to a discharge. At the Step 2 meeting the Company shall provide a written statement fully detailing all of the facts and circumstances supporting its proposed disciplinary action.

(4) In the event the Company does convert the suspension to a discharge, the action shall be treated as a denial of the grievance at Step 2 and the Union may thereupon move the case through the balance of the grievance procedure.

b. Justice and Dignity

(1) In the event the Company imposes a suspension or discharge, and the Union files a grievance within five (5) days after notice of the discharge or suspension, the affected Employee shall remain on the job to which his/her seniority entitles him/her until there is a final determination on the merits of the case.

(2) This Paragraph will not apply to cases involving offenses which endanger the safety of employees or the plant and its equipment, including use and/or distribution on Company property of drugs, narcotics and/or alcoholic beverages; possession of firearms, or weapons on Company property; destruction of Company property; gross insubordination; acts of workplace harassment; threatening bodily harm to, and/or striking another employee; theft; or activities prohibited by Article Five, Section K (Prohibition on Strikes and Lockouts).

(3) When an Employee is retained pursuant to this procedure and the Employee's discharge or suspension is finally held to be for just cause, the removal of the Employee from the active rolls shall be effective for all purposes as of the final resolution of the grievance.

(4) When a discharged Employee is retained at work pursuant to this provision and is discharged again for a second dischargeable offense, the Employee will no longer be eligible to be retained at work under these provisions.

e. Should the arbitrator determine that an Employee has been suspended or discharged without just cause, the arbitrator shall have the authority to modify the discipline and fashion a remedy warranted by the facts.

The Facts

Grievant Timothy Clemons had been employed by the Company for about three years at the time of his discharge, mostly as a Crane Operator in the Slab Yard. He worked on the 6:00 p.m. to 6:00 a.m. shift. He had no discipline of record prior to his termination, and was described as having no prior performance issues.

The events that led to his termination occurred on November 4, 2024. At about 6:04 p.m. he was operating the 504 crane, his first run of the shift. The crane was not carrying a load at the time. The Operator sits in a cab, and Clemons was facing north, the same direction in which the crane was traveling. There is a windshield in the crane, so that he could see outside the crane.

The crane was traveling at a speed of five points, top speed for this crane, when it crashed into the north wall. There is no indication that Clemons attempted to slow the crane prior to the crash. As a result of the crash, the crane lost power, and since the crane was not near a landing, Clemons could not exit it without assistance.

Clemons testified that he was operating the crane at five points and was watching the monitor in the cab, and got "locked in" on the monitor and hit the wall. The monitor itself shows the position of the crane, so that Clemons could have seen his proximity to the wall either by looking straight ahead through the windshield, or at the monitor.

After Clemons was able to exit the crane, he notified Travis Mitts, Coordinator for the Slab Yard, of the event. Coordinator is a bargaining unit position, and Mitts is not a Supervisor. Mitts notified John King, Section Manager Slab Yard and Hot Mill, of the crash roughly one hour after it occurred, the first notification to any Manager of the event.

King went to the Slab Yard, but by the time he arrived Clemons had already departed, and King did not speak with Clemons but only with Coordinator Mitts. King spoke with Clemons the following morning and asked if Clemons was okay or needed medical treatment. Clemons told King that he had hit his head but was okay and did not need medical treatment. King asked why he had left the mill and Clemons said he was very upset at the time.

There is a Shift Manager at the Mill on the 6:00 p.m. - 6:00 a.m. shift, although the Shift Manager is not stationed in the Slab Mill. As of about an hour and a half after the event, the Shift Manager had not been informed of it, and John King was the first Manager contacted.

Clemons testified that he never saw or interacted with the Shift Manager on the back turn, and did not know who the Shift Manager was.

Coordinator Travis Mitts testified that he reports to John King, no Manager is on duty in the Slab Yard on the 6:00 p.m. shift, and he almost never talks to the Shift Manager on this shift.

Mitts stated that on November 4, Clemons spoke to him after he was able to exit the crane. Mitts asked if he was okay and Clemons said he thought so, he bumped his head and was shaken up and wanted to go home. At the arbitration hearing, Clemons denied that he hit his head, and stated that he joked with Mitts about hitting his head.

Grievant Clemons has not worked at the plant since November 4, 2024, as the Company de-activated his badge, denying him access.

There was extensive damage to the crane, which was inoperable for some time. Nonetheless, the Company was able to implement some work arounds including "borrowing" a different crane so that the slabs could continue to be moved. The Company utilized a number of outside vendors to repair the crane. The repair was completed around December 20, 2024, at a total cost to the Company of $1,256,203. This includes only the amount paid to the outside contractors for engineering and repair services.

The Company conducted an investigation, including interviewing Grievant Clemons. The investigation was delayed to some extent by the absence of Griever Lamark Hayward, who normally would participate in an investigation for a Crane Operator in the Slab Mill.

Following its investigation the Company issued Grievant Clemons a notice of intent to discharge on December 27, 2024, which stated:

> In accordance with the provisions of the Article V Section 1.9 of the Agreement between Cleveland-Cliffs LLC and the United Steelworkers this is to notify you, Timothy G. Clemons (212196) of the Company's intent to discharge you for: Leaving the Plant After an Accident (No Justice and Dignity); Negligence (No Justice and Dignity); Damage to Company Property (No Justice and Dignity).
>
> The above offenses either individually or collectively warrant suspension preliminary to discharge.

An agreement between the Parties dated March 17, 2005 states:

> Local Working Conditions
> Concerning
> Issuance of Discipline
>
> ISG Burns Harbor Management and Local Union 6787, USWA, hereby agree to the following concerning the issuance of disciplinary reports to employees.
>
> 1. That for infractions other than those where employees are suspended with intent to discharge, the disciplinary report shall be provided to the employee within thirty (30) days of the date of the infraction or the date the Company knew of the infraction;
>
> 2. That this local working condition does not apply to infractions where employees are suspended with intent to discharge; and

3. That time off from work due to sickness, accidents, vacations, disciplinary suspensions, etc. will be tolled and not considered part of the thirty (30) day time limitation.

Prior to the December 27 notice of suspension with intent to discharge, Grievant Clemons was not issued any disciplinary report or suspension notice in connection with the crane incident.

It appears that for some time the Company has issued suspensions with intent to discharge without prior disciplinary reports or suspensions.

Issue

The issue, as agreed to by the Parties, is whether there was just cause for the discharge of the Grievant, and if not what should the remedy be.

Position of the Employer

The Company faults the Grievant for negligence resulting in significant damage to Company property and for leaving the plant without notifying Management of the incident. It notes that he made no effort to stop the crane prior to the impact. It cites the substantial cost involved both in repairing the crane and in the work around to keep production flowing.

The Employer disputes the Union's procedural argument, contending that by its terms the Local Working Condition Agreement excludes infractions involving suspensions with intent to discharge. It notes that the Basic Labor Agreement does not mandate a time frame for conclusion of investigations. It posits that if it had suspended the Grievant and later discharged him, the Union would assert double jeopardy.

The Company maintains that the circumstances of the crash demonstrate negligence on the part of Grievant Clemons, particularly since the event occurred early in the shift when fatigue was not an issue. It stresses the extent of the damage caused. It considers Clemons to be at fault for notifying the Coordinator but not a Manager. It contends that he should not have left the plant and that by doing so he precluded the Company from having the opportunity to evaluate his medical condition or whether drugs or alcohol may have been involved.

It offers several arbitration decisions in support of its position. It notes the Grievant's relatively short service.

It asks that the grievance be denied.

Position of the Union

The Union maintains that the discharge was procedurally defective in that the Company never issued a disciplinary notice or suspension prior to discharging Grievant Clemons, but shut off his badge the following day without notice of discipline or suspension. It regards the action as in violation of Article Five Section

I (9) (a) as a peremptory discharge. It contends that a de facto peremptory discharge occurred when the Company disabled Clemons' badge.

It criticizes the Company for leaving the Grievant in "limbo" for 53 days without knowing the Company's intention. It considers the notice of intent to discharge as "woefully late" and in violation of the Local Working Condition of March 2005, with its 30 day limitation. It contends that the grievance should be sustained for violation of the Grievant's due process rights.

The Union disputes the assertion that the Grievant left the scene without notice. It emphasizes the absence of any Manager in the Department during back shifts. It observes that after the Grievant was able to exit the crane he informed the Coordinator, but could not notify Management since no Manager was present. It faults the Company for failing to instruct employees what to do and whom to notify in situations such as this.

It depicts the Grievant as a good employee whose employment could be salvaged had the Company treated this as a teaching opportunity for how emergencies should be handled

It asks that Grievant be reinstated and made whole on the basis of procedural deficiencies, and in any event that the discipline be modified and the Grievant made whole.

Analysis and Conclusions

There has apparently been a disagreement for some time between the Parties over the Company's practice of issuing a suspension with intent to discharge without a prior disciplinary notice or suspension, but as far as I am aware, this case represents the first occasion on which an arbitrator has been asked to address this practice under the 2005 Local Working Condition Agreement.

I conclude that the procedure the Company used did not violate Article Five Section I (9) of the Basic Labor Agreement, nor the Parties own 2005 Local Working Condition Agreement.

The Basic Labor Agreement does not impose a time table other than that the notice of intent must precede the actual discharge in order for the Parties to address the issue in the grievance procedure before the discharge becomes effective. This was done in the current case.

The Local Working Condition, by its own terms, is inapplicable to the current situation. The first paragraph of that agreement provides for a disciplinary report within 30 days of the infraction "for infractions other than where employees are suspended with intent to discharge." In this case, though, the Grievant was suspended with intent, so that the 30 day limitation in the first paragraph does not apply. Further, the entire Local Working Condition is inoperative in cases involving suspensions with intent to discharge. The second paragraph of the Local Working Condition states unequivocally that the agreement itself "does not apply to infractions where employees are suspended with intent to discharge." That is exactly what this case involves, and so the 2005 Local Working Condition does not govern the current situation.

Accordingly, I conclude that the Union's procedural argument is without merit.

As to the substantive issue, the salient facts can be stated in a single sentence: the Grievant's negligent operation of the 504 crane caused a crash, which resulted in costs to the Company of over one and a quarter million dollars in repairs alone.

The conclusion is inescapable that Grievant Clemons operated the 504 crane in a careless or negligent manner on November 4, 2024. There is no evidence that the crane malfunctioned in any way, although it had been the subject of extensive repairs during the year before the incident at issue here. There are no other contributing or mitigating considerations. The sole cause for the crash, under the undisputed evidence, was operator error. An overhead crane is a massive and powerful piece of equipment which, if not operated with the requisite care, has the potential to inflict serious injury or, as this case demonstrates, to cause serious economic damage.

The consequences of operating such a potentially dangerous piece of equipment as a crane in a careless manner are so severe that termination is in order, even for a first offense, and I so conclude. While arbitration decisions involving other parties are not binding, I do note that my decision is in keeping with those of other steel industry arbitrators upholding terminations for negligent operation of powerful equipment that caused, or created the risk of, severe injury or damage. See U.S. Steel Corp, USS 48,542, 139 BNA 971 (Terry A. Bethel, 2019) (Grievant's negligence or inattention while operating crane at highest speed caused collision with wall of building, resulting in relatively minor injury to Grievant but no other serious damage; Grievant had long service but two prior suspensions of record for unsatisfactory work); United States Steel Corp. Great Lakes Works, GLW-10-108 USS 46,668, 2010 BNA LA Supp. 119427 (David A. Petersen, 2010) (Grievant Rougher Operator carelessly caused a cold bar to enter, resulting in damages of $750,000 and weeks of downtime and production losses); United States Steel Corp., Minnesota Ore Operations, USS 44,719, 44,720 (Theodore J. St. Antoine, 2005) (Grievant while driving 850,000 pound production truck, took her eyes off road to retrieve radio microphone that had fallen, causing collision and rollover, resulting in damage of $580,000; "The task Grievant had to perform was relatively simple, but critical. Due to the known potential for great damage and harm to others if she failed to perform this task properly, her duty of care was extremely high. There was no acceptable margin of error.").

I conclude that the Company had just cause to discharge Grievant for his negligence, which caused the collision with a wall and resulted in substantial economic cost to the Company, and that the grievance therefore should be denied. In so concluding, I rely only on the event itself and the circumstances thereof, and not on Grievant's failure to remain on site or to notify a Management representative. In other words, I would reach the same conclusion even if Grievant had himself contacted John King and had remained on site until King arrived.

Award

The grievance is denied.

Issued February 24, 2026

Matthew M Franckiewicz