



# USW ENGAGES BURRITT OVER BLA VIOLATIONS

January 11, 2024

Dear Brothers and Sisters,

As you know all too well, we are accustomed to fighting with USS management as it cherry-picks which parts of our labor agreements it follows and which it ignores.

We saw this on full display when it announced its sale to Nippon in December, an arrangement it made in violation of our Basic Labor Agreements (BLAs).

Now, as we have in the past, we must fight to enforce the full measure of our contracts.

## LETTER TO BURRITT

Today, we sent a letter to USS President and CEO David Burritt, detailing the violations and requesting a meeting to begin the dispute resolution process outlined in our BLAs.

The letter in particular addresses our Right to Bid clause, which is one of several protections that we negotiated to safeguard Steelworker jobs and benefits in the event of a proposed sale.

These violations include refusing to provide the union with any information about the sale process that its Board of Directors started in August, including simple things such as important deadlines or timetables.

USS also failed to provide the USW with the information about the bids it received, to which we are also entitled under our BLAs, even as it entered into a contract to merge with Nippon's Houston-based holding company.

It did all this while ignoring our attempts to negotiate a reasonable confidentiality agreement.

## RIGHT TO BID

This is not the first time that a steel company's actions have compelled us to fight to enforce its Right to Bid obligations. Then as now, we did so not only to protect our jobs, but to ensure the future of our workplaces.

U. S. Steel's shareholders always have the right to sell their stock and invest their money elsewhere, and U.S. Steel executives can take golden parachutes and leave for other positions. This means USW members are the only real long-term stakeholders at this company.

That is why we, as the only long-term interest, negotiated our Right to Bid clause, so that we have the right to organize our own transaction or to assign our rights to a bidder of our choosing.

We know from experience that it is vital to have top management that considers its responsibilities to all stakeholders, including workers and retirees.

We assigned our rights to Cleveland-Cliffs in August because we believed – and continue to believe – that they are the most committed to both steelmaking here in the United States and to supporting USW jobs.

Part of our letter to Burritt is an extensive request for all of the information that the Board of Directors considered in choosing to pass over Cleveland-Cliffs' bid and instead take the Nippon offer.

Our BLAs not only entitles us to this information but also spells out the factors the Board must take into account, which means USS may have further violated our contract in how it selected Nippon.

## **OUTSTANDING CONCERNS**

Our contracts include extensive commitments, ranging from pensions and retiree health care to profit sharing, promised capital expenditures, and more.

USS insisting on its right to sell out American workers without notification does nothing to address the USW's even greater concerns about how the change in ownership to a foreign-owned company will impact these and other key elements of our contracts.

Nippon said that its Houston-based holding company would assume our labor, pension, and retiree insurance agreements. However, unlike U.S. Steel, which publicly reports its financials, there is no public financial information for Nippon's holding company, leaving us with no idea how it would be able to stand behind our contracts.

This is, of course, not good enough. Our union will continue to pursue these questions and will keep you informed every step of the way.



**Mike Millsap**  
District 7 Director &  
Chairman of the Negotiating Committee



**David McCall**  
International  
President