

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
OHIO, EASTERN DIVISION

Howmet Aerospace, Inc. v. United Steelworkers, Local 2155

Howmet Aerospace · No. 4:24CV1478 · Decided March 20, 2026

SUMMARY

The United States District Court for the Northern District of Ohio denied Howmet Aerospace, Inc.'s motion to vacate an arbitration award and granted the United Steelworkers' motion to confirm and enforce it. The court held that the arbitrator arguably construed and applied the collective bargaining agreement in determining that a longstanding local working condition limiting one inspector to one sonic tank remained in effect. The court entered judgment in favor of the Union.

CASE DETAILS

COURT	United States District Court for the Northern District of Ohio, Eastern Division
WRITING FOR THE COURT	Benita Y. Pearson
JURISDICTION	United States District Court for the Northern District of Ohio, Eastern Division
DECIDED	March 20, 2026
DOCKET	4:24CV1478
DISPOSITION	other
PROCEDURAL POSTURE	Howmet sued under § 301(a) of the Labor Management Relations Act to vacate an arbitration award. The union defendants counterclaimed to confirm and enforce the award. The parties agreed to resolve the dispute on cross-motions for summary judgment.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. Judicial review of a labor arbitration award is extremely limited and deferential. The award must be upheld so long as the arbitrator arguably construed and applied the collective bargaining agreement, unless the arbitrator committed fraud or dishonesty, resolved a dispute not submitted, or failed to interpret and apply the agreement.
PRECEDENTIAL VALUE	Unpublished federal district court memorandum opinion; persuasive value only within the limits applicable to district court decisions.

PARTIES

Howmet Aerospace, Inc. v. United Steelworkers, Local 2155, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, CLC

TOPICS

labor law

collective bargaining

arbitration

summary judgment

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PRACTICE AREAS

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QUESTIONS PRESENTED

1. Whether Arbitrator Klein's award should be vacated because he failed to construe or apply the collective bargaining agreement.
2. Whether the negotiated flexibility provision eliminated or superseded the established local working condition limiting Sonic Department inspectors to one tank at a time.
3. Whether the unions were entitled to summary judgment confirming and enforcing the arbitration award.

HOLDINGS

1. The arbitration award must be upheld because Howmet failed to show that Arbitrator Klein acted outside the extremely limited scope of judicial review by failing to arguably construe or apply the collective bargaining agreement.
2. The flexibility provision did not eliminate or override the established local working condition requiring one Sonic Department inspector per tank, except for Tanks 4 and 7.
3. The unions were entitled to summary judgment confirming and enforcing Arbitrator Klein's award.

KEY QUOTATIONS

“ “[J]udicial consideration of the merits of a dispute is the rare exception, not the rule.” ” (at 10)

“ “So long as the arbitrator purported to construe the contract, that is the end of the matter.” ” (at 13)

“Because Plaintiff fails to show that Arbitrator Klein did not “even arguably” construe or apply the CBA (ECF No. 21-2), this is not a case involving those very limited circumstances that would permit the Court’s review of the merits of the Award (ECF No. 21-1).” (at 14)

FACTUAL BACKGROUND

Howmet operated a Niles, Ohio plant where union-represented Sonic Department inspectors reviewed images produced by ultrasonic testing tanks. For more than twenty-five years, a local working condition generally restricted one inspector from simultaneously operating more than one tank, except Tanks 4 and 7. After Howmet sought to change that practice, an earlier arbitration award upheld the local working condition. The parties later negotiated a broad flexibility provision, but the Sonic Department was excluded from the flexibility documents;

Howmet nevertheless began assigning inspectors to multiple tanks, leading to the arbitration award challenged here.

PROCEDURAL HISTORY

A prior arbitrator sustained the union's grievance and found an enforceable local working condition limiting one Sonic Department inspector to one tank, except for specified tanks. After Howmet assigned inspectors to operate multiple tanks under a newly negotiated flexibility provision, the union filed another grievance. Arbitrator Jonathan I. Klein sustained the grievance, concluding that the flexibility language did not eliminate the established local working condition. Howmet then filed this action to vacate Klein's award, while the unions sought confirmation and enforcement. The court granted the unions' motion for summary judgment and denied Howmet's motion.

DISPOSITION

other

CASES CITED

- Mich. Fam. Res., Inc. v. Serv. Emps. Int'l Union Local 517M, 475 F.3d 746 (6th Cir. 2007) (en banc)
- Johnson v. Karnes, 398 F.3d 868, 873 (6th Cir. 2005)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986)
- Guarino v. Brookfield Twp. Trustees, 980 F.2d 399, 403 (6th Cir. 1992)
- Cox v. Ky. Dep't of Transp., 53 F.3d 146, 150 (6th Cir. 1995)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587-88 (1986)
- Adickes v. S.H. Kress & Co., 398 U.S. 144 (1970)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248 (1986)
- Scott v. Harris, 550 U.S. 372, 380 (2007)
- Klepper v. First Am. Bank, 916 F.2d 337, 342 (6th Cir. 1990)
- United Food & Commercial Workers Union Local No. 17A v. Hudson Ins. Co., No. 5:11CV2495, 2012 WL 2343905, at *2 (N.D. Ohio June 20, 2012)
- Shelter Distrib., Inc. v. Gen. Drivers, Warehousemen & Helpers Loc. Union No. 89, 674 F.3d 608, 611 (6th Cir. 2012)
- Zeon Chems., L.P. v. United Food & Com. Workers, 949 F.3d 980, 982-83 (6th Cir. 2020)
- AWP, Inc. v. Int'l Assoc. of Machinists and Aerospace Workers, No. 5:24CV1995, 2026 WL 120216, at *3 (N.D. Ohio Jan. 16, 2026)
- Monongahela Valley Hosp., Inc. v. United Steel Paper & Forestry Rubber Mfg. Allied Indus. & Serv. Workers Int'l Union AFL-CIO CLC, 946 F.3d 195, 201 (3d Cir. 2019)
- United Paperworkers Int'l Union, AFL-CIO v. Misco, Inc., 484 U.S. 29, 38 (1987)
- Dematic Corp. v. Int'l Union, United Auto. Aerospace, & Agric. Implement Workers of Am. (UAW), 635 F. Supp. 2d 662, 677-78 (W.D. Mich. 2009)

- *Browning-Ferris Indus. of Ohio, Inc. v. Int'l Bhd. of Teamsters, Loc. Union No. 20*, No. 20-4073, 2022 WL 684579, at *5 (6th Cir. Mar. 8, 2022)
- *Major League Baseball Players Ass'n v. Garvey*, 532 U.S. 504, 509 (2001)

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