

Award No. 714
In the Matter of the Arbitration Between
INLAND STEEL COMPANY
AND
UNITED STEELWORKERS OF AMERICA
AND ITS LOCAL UNION 1010
Grievance No. 4-P-23
Appeal No. 1320
Grievance of Michael Kidd
Arbitrator: Seymour Strongin
May 19, 1982

INTRODUCTION

An arbitration hearing between the parties was held in Harvey, Illinois, on March 22, 1982.

APPEARANCES

For the Company:

MR. R. T. LARSON, Arbitration Coordinator, Labor Relations,
MR. C. L. COE, Assistant Superintendent, No. 4 B.O.F.,
MR. R. HEBBARD, Caster General Foreman, No. 4 B.O.F.,
MR. R. DIX, Caster Turn Foreman, No. 4 B.O.F.,
MR. T. L. KINACH, Assistant Superintendent, Labor Relations,
MR. R. B. CASTLE, Coordinator, Labor Relations,
MR. R. V. CAYIA, Senior Representative, Labor Relations,

For the Union:

MR. TOM BARRETT, Staff Representative,
MR. JOSEPH GYURKO, Chairman, Grievance Committee,
MR. JIM ROBINSON, Griever
MR. DON LUTES, Secretary, Grievance Committee,
MR. MICHAEL KIDD, Grievant,

BACKGROUND

Grievant Michael Kidd was hired by the Company on August 20, 1973, and was discharged May 4, 1981, as the result of an episode occurring on the day turn on April 19 of that year. The immediate cause of the discharge was a verbal altercation between grievant and Temporary Foreman Rajski, and the critical issue is whether grievant on that occasion threatened Rajski.

According to grievant, he and another employee had a relatively long history of problems with Rajski before Rajski became a Temporary Foreman. Grievant believed, although he could not prove, that Rajski had repeatedly harassed him, hid his work gloves, removed his time card from the rack, and played other "childish pranks." On the day in question, grievant accused Rajski of removing grievant's time card "just to spite" grievant, and added that he "was tired of this shit." So much grievant admits. However, according to Rajski, grievant went on at some length and in the course of his tirade not only included an unpleasant epithet, frequently repeated, but also expressly threatened to hire a thug to murder Rajski. More specifically, and eliminating the profanity, Rajski quotes grievant as saying, "I'm going to get you . . . because it only cost me fifty bucks." Rajski, according to his version, cautioned grievant not to utter threats, but grievant told Rajski he had "better" take it as a threat, adding "They are going to get you . . . no matter where you go, or what you do, you had better watch . . . and keep listening for them, they will get you." Grievant denies uttering the expletives or the threats.

Rajski promptly reported the matter to his immediate supervisor, Slab Caster Foreman Dix, who discussed the matter with both men, and told them both to return to work. Rajski, however, then reported the matter to General Slab Caster Foreman Hebbard, who apparently took a more serious view of it than had Dix. Hebbard sent grievant home, and in due course the suspension, discharge, and grievance proceedings followed.

DISCUSSION

The Arbitrator in this case must assess the relative credibility of the grievant and Rajski, for the disposition of this case necessarily turns on which of their versions is credited. Grievant appeared as a witness at the arbitration hearing; Rajski, although present at the hearing, was contractually barred from testifying. His evidence is in the form of a written statement he prepared the day after the events in question, and it is admissible in evidence under Arbitrator Luskin's decision in Award No. 706, issued November 16, 1981.

In Award 713, being issued at the same time as this award, the Arbitrator sustained a somewhat similar grievance, noting that in that case no outside circumstances existed which would justify his crediting the foreman's written statement, not subject to cross-examination, over the grievant's sworn oral testimony which had been so subjected. Some of the same considerations are present in this case, and in addition the Union can point to grievant's eight years of employment and to the fact the Foreman Dix did not view the matter as one requiring any discipline, let alone discharge.

On the other hand, however, several significant features distinguish this case from that decided in Award 713. First, Foreman Hebbard testified that as of 9 a.m. on the day in question, only a half hour after the verbal altercation, he observed that Rajski "was shaken. He was not acting in his normal way. He was honestly fearful for his life." Second, Hebbard testified that when he sent grievant home, telling him it was "for threatening the life of his foreman," grievant did not deny the threat but "just clammed up and stared out the window." Third, Rajski's written statement contains so much colorful detail as to inspire some confidence in its accuracy. For these reasons the Arbitrator credits Rajski's version of the events, and therefore concludes that the Company had just cause to discharge grievant for uttering serious threats against the life of a foreman.

AWARD

Grievance No. 4-P-23

Award No. 714

The Company had just and proper cause for the termination of Michael Kidd from employment. The grievance is hereby denied.

/s/ Seymour Strongin

Seymour Strongin

Arbitrator

Date: May 19, 1982