

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Bernard J. Seff, Referee

PARTIES TO DISPUTE:

**BROTHERHOOD OF RAILROAD SIGNALMEN
THE WESTERN PACIFIC RAILROAD COMPANY**

STATEMENT OF CLAIM: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Pacific Railroad Company that:

(a) The Western Pacific Railroad Company violated the current Signalmen's Agreement effective September 1, 1949 (reprinted July 1, 1961) particularly Rule 71.

(b) Mr. N. F. Dudley be reinstated to his former position of TCS Signal Maintainer with full seniority and all other rights unimpaired.

(c) Mr. N. F. Dudley be paid for all time held out of service.

(d) The Western Pacific Company pay the hospital dues and dependents medical benefits for all time Mr. Dudley is held out of service as it is possible under the Western Pacific Medical Department for an employee to retain his hospital benefits while his case is being appealed.

(e) The Western Pacific Railroad Company pay the premium for the \$4,000.00 life insurance with the Travelers Life Insurance Company for all the time Mr. Dudley is held out of service.

[Carrier's File: A — Case No. 7129-1963-BRS; Local Case No. — None; Signal Department]

OPINION OF BOARD: Claimant Signal Maintainer was charged with a violation of Operating Rules. After an investigation, he was dismissed from Carrier's service for not devoting himself exclusively to his duties and for absenting himself from duty without proper authority.

The facts are not in basic dispute, and the Brotherhood does not raise serious challenge to the evidence. Major objection is directed to the notice of hearing because it mentioned the rules violated, but did not spell out the offenses thereunder.

We have held that if a notice reasonably apprises the employe of the set of facts or circumstances under inquiry to provide an opportunity to prepare a defense and prevent surprise, it is sufficient.

This notice satisfied such criteria. Furthermore, the evidence shows that Claimant came to the hearing armed with statements tending to show his whereabouts and his reason for being there on the days under investigation. Therefore, we conclude that Claimant knew the nature of the hearing, and that it was conducted in accordance with Rule 71.

In the light of our conclusions, and since no other issues of substance have been raised in the record, we find no basis for disturbing the action taken in this case.

FINDINGS: The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employes involved in this dispute are respectively Carrier and Employes within the meaning of the Railway Labor Act, as approved June 21, 1934;

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Carrier did not violate the Agreement.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 27th day of February 1964.