NATIONAL RAILROAD ADJUSTMENT BOARD

Award Number 22264

THIRD DIVISION Docket Number SG-22095

Robert A. Franden, Referee

PARTIES TO DISPUTE: (Brotherhood of Railroad Signalmen
(The Atchison, Topeka and Sante Fe
(Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Atchison, Topeka and Santa Fe Railway Company:

(a) Carrier violated current Signalmen's Agreement, particularly Article VI, Section 1-(a) which states: 'The record (waiver of formal investigation) will show the precise nature of the charge or charges and the discipline assessed.' It also violated Article IX, Section 3.

(b) Carrier should be required to remove from the personal record of William Ii. Little, the 15 demerits that were assessed thereto, and also to compensate him for the time lost as the result of the above investigation, in the amount of 4 hours at his pro rata rate of pay."

/General Chairman file 112. Carrier file 14-680-10/

OPINION OF BOARD: Claimant was assessed 15 demerits after an investigation where it was determined that he had violated rule 755, Rules of Maintenance of Way and Structures. This claim was progressed on the basis that Carrier violated Section l-(a) of Article VI of the Signalmen's Ageement by failing to advise Claimant of the precise charge against him prior to the investigation. A further violation of Article IX section 3 is alleged. Said section 3 provides that "The Railway Company will not discriminate against any committeeman who may be selected to represent other employes."

The notice of the investigation reads as follows:

> "Arrange attend formal investigation to be held at the Richmond Trainmaster's Office, 9am, Tuesday, October 28, 1975, in order to determine the facts and place your responsibility, if any, in connection with your allegedly using Santa Fe Railway communications system to conduct private business while on duty as Signal Maintainer at

"Pinole, Ca., on October 2, 19'75, possible violation Rule 755, Rules Maintenance of Way and Structures, Operating Department, effective January 5, 1975.

You may arrange for such representation and any witnesses you so desire as provided for by your Working Agreement or Schedule.

Please acknowledge receipt of this advice on attached copy and return to this office.

G. E. Young"

The notice above quoted is well within the guidelines this Board has set as to the sufficiency of the notice of the charge. There is no question but that en the basis of the notice the claimant could adequately defend against charges preferred against him. Further, we find no evidence whatsoever of a violation of Section 3 of Article IX.

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

Tbat 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTFST: A.W. Paulos
Executive Secretary

Dated at Chicago, Illinois, this 12th day of January 1979.