Award No. 16330
Docket No. SG-17009

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

(Supplemental)

Bill Heskett, Referee

PARTIES TO DISPUTE:

BROTHERHOOD OF RAILROAD SIGNALMEN

READING COMPANY

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

(a) Carrier violated Rule 48 of the Signalmen's Agreement when it suspended Signal Maintainer F. H. Schmeiss for five working days commencing May 4, 1966, without placing a precise charge against him prior to the investigation.

(b) Carrier be required to compensate Mr. Schmeiss for five (5) days ($120.71) and to remove any and all remarks that may have been entered on his employment records. (Carrier's File: 5201)

OPINION OF BOARD: Rule 48(a) of the Agreement specifically requires that the employe ". . . be apprised in writing of the precise charge against him." The sole question before us is whether or not the notice given Claimant, as a practical matter rather than a technical matter, was sufficiently precise to apprise him of the charge against him.

The pertinent part of the notice reads as follows:

"In accordance with Article 6, Rule 48, of the Agreement between Brotherhood of Railroad Signalmen and Reading Company, you are hereby notified to present yourself for hearing and investigation in connection with alleged violations of Reading Company Instructions Governing Signal Department, revised February, 1952, concerning Signal No. 155, west of Raritan River Bridge, New York Branch on April 6, 1966, to determine your responsibility, if any, in this matter.

For something to be "precise", it must be exactly or sharply defined or stated. It cannot be vague or equivocal.

The Agreement does not place the burden of requesting a clarification of the charge upon the Organization. Instead, it requires that Carrier make its charge precisely.

Here, the notice or charge was not "precise" — it merely referred to an "alleged violation" of a book of Carrier's instructions which the record discloses has a total of 134 different rules. Further, the notice made no mention of what there was about Signal No. 155 on April 6, 1966, that caused it to make a charge against Claimant. Obviously, the notice was too vague to meet the requirements of Rule 48(a).

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 Agreement was violated by the Carrier.

AWARD

Claim sustained.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of THIRD DIVISION

ATTEST: S. H. Schulty
Executive Secretary

Dated at Chicago, Illinois, this 24th day of May 1968.

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