

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22392
Docket Number SC-22494

George S. Roukis, Referee

PARTIES TO DISPUTE: ((Brotherhood of Railroad Signalmen
(Norfolk and Western Railway Company

STATEMENT OF CLAIM: "Claim of the General Committee of the Brotherhood of Railroad **Signalmen** on the Norfolk and Western Railway **Company**:

(A) The Carrier violated the rules of the Signalmen's Agreement, in **particular Rule 701**, when on March 7, 1977, Mr. B. S. Thomas, Assistant **Engineer-S&C**, advised Mr. R. L. **Burris, Signalman**, that his services with the Norfolk & Western Railway **Company** had been **terminated**.

(B) **For** the violation cited in part (A) the Carrier now:

1. Pay Mr. **Burris** for all lost **time** from his position or any other position he is entitled to **in** accordance with the Agreement.
2. Reinstate Mr. **Burris** to the position of Signalman or other position **in** accordance with the Agreement.
3. **Make** available to Mr. **Burris** all other rights and benefits provided for in Agreements between the Norfolk & Western Railway Company and its employees represented by the Brotherhood of Railroad **Signalmen**.

The Carrier violated **Rule 701** when Mr. Thomas, who was **in** charge of the Signal **Gang** at Mexico, Missouri, refused to let **Mr. Burris** work at starting time on Monday March 7, 1977 and advised Mr. **Burris** that his services with the Norfolk & Western Railway **Company** were **terminated**. Mr. **Burris** had withdrawn his letter of resignation when on February 27, 1977, he wrote Mr. **Tilton** and explained why he was withdrawing his letter of resignation dated March 3, 1977.

This claim is also being filed in accordance with Rule **700(D).**"

OPINION OF BOARD: The fact **developments** in this case are clear.

Claimant submitted a letter of resignation dated February 9, 1977 which was accepted by Carrier. The resignation was effective March 3, 1977. There was no coercion or duress surrounding this **mutual** transaction.

Claimant worked his **assignment until** February 17, 1977 at which time he left **with** the parties' explicit understanding that he **would** not return.

His position was bulletined on February 25, 1977.

On February 27, 1977 **Claimant** wrote Carrier **that** he **would** like to withdraw his resignation because his personal **problems** had been resolved'

Carrier declined his request by letter, dated March 3, 1977, apprising him in part that, "Such unsolicited resignation was submitted of your own free will and volition, without any encouragement **whatsoever** from the Company. Your employment with the Norfolk and Western **Company** has been severed **and** your former position bulletined and your record officially closed."

As a **result** of this decision, Claimant filed the **instant** grievance asserting that **Carrier** violated the Signalmen's Agreement, particularly **Rule** 701. Carrier's final declination of this claim is appealed to us.

After reviewing this case within the context of our **decisional** law, we do not find that **Claimant was an employe** of the Carrier when he initiated this claim. He tendered a voluntary resignation which was voluntarily accepted. On such matters this Board has long held in a series of analogous cases, that a **valid** resignation terminates **all** the rights of an **employe under a** collective bargaining agreement. See, for **example**, Third Division Award 4583, where we held,

"The record sustains the contention of the Carrier that Claimant voluntarily resigned his position. A subsequent desire to escape the effect of a resignation has no merit where it was entered into

"**voluntarily** at the time of its execution, **and** fraud or deceit did not enter into its procurement. The resignation signed by the Claimant in this case was effective to terminate all his rights **under the** collective Agreement."

The facts in this case are on point with our decision above and thus we **must observe this** precedent. We will deny the **claim**.

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 **Employees** involved in this dispute are respectively Carrier **and Employees** 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

ATTEST: *A.W. Pauls*
Executive Secretary

Dated at Chicago, Illinois, this 27th day of **April** 1979.