

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Award Number 22440**  
**Docket Number 1a-22407**

**William M. Edgett, Referee**

**PARTIES TO DISPUTE:** { **Michael Young**  
                                  { **Delaware and Hudson Railway Company**

**STATEMENT OF CLAIM:** "This **is** to serve notice, **as** required by the rules of the Rational Railroad Adjustment Board of my intention to file an exparte submission on March-1, 1978 covering an unadjusted dispute between me and the **Delaware and Hudson Railway Co.** involving the question:

A Request for a hearing, to which I was entitled and which **was** denied to me which caused **my** resignation from the Delaware and Hudson Railway Co."

**OPINION OF BOARD:** Claimant, Michael J. Young, was employed as e plumber in Carrier's Maintenance of Way Department. On Friday, January 28, 1977, claimant **attended** a meeting with the Assistant Engineer B&B and the Lieutenant of Police to discuss a situation involving the sale of **certain scrap material. During the discussion, claimant readily admitted that** he had, in fact, taken the material **in** question from e copper heating element which he had **previously** replaced **in** e heater at the Whitehall Enginehouse; and that he had, in fact, sold the material to a scrap dealer.

At the time of the meeting described above, claimant **was** advised that, if he wished, the Carrier would accept his resignation rather than **pursue disciplinary** action and/or possible criminal action. Claimant **thereupon** submitted to the Assistant Engineer B&B a handwritten resignation which **was** immediately accepted.

Subsequently, by en undated **letter which was** postmarked January 29, 1977 claimant attempted to recant his resignation of January 28, 1977 and requested "a **hearing** on charges that I have been accused of'. Carrier **declined** this request on the basis that the resignation of January 28, 1977 had been **voluntarily** given and therefore claimant's **employment** relationship had been terminated as of that date.

**The request for** a hearing on behalf of **Mr. Young** was thereafter progressed by the representative organization to the highest **appeals** level without success. **Carrier's position remained that the** resignation, **voluntarily given, terminated the employment** relationship and that **no hearing was** required.

In presenting his case to this Board, Claimant Young has contended that the **"resignation was obtained through coercion and while I was under duress"**. He further argued that he had told the officials at the January 28th meeting that he desired a **union** representative and that the Police Lieutenant had told him that the union officials had **already** indicated that "under the circumstances I **would** be better off if I resigned my employment". The statements **in the record** from the Assistant Engineer **B&B** and the Police Lieutenant categorically **deny** both of these **allegations**.

We have **reviewed all** of the material presented to the Board, and have **considered** all of the **arguments** advanced at the hearing before the Board held in connection with this case and can find no basis on which to conclude that the resignation which was tendered **by Mr. Young on January 28, 1977 was anything** other than a voluntary **action on Mr. Young's part**.

This Board has previously considered the propriety of permitting **unilateral** withdrawal of voluntary resignations. In an early Award of the Third Division - Award **No. 4583 (Carter)** - we find the following:

"At the outset it **must** be stated that a valid resignation terminates all the rights of an **employee** under a **collective agreement** covering the **work** of the position from which he **resigned**. **Consequently, Claimant had no rights** under **Rule 17(a)** or **any other part** of the **Agreement** **if** his resignation was effective in severing his employment.

"\* \* \* 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."