

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

**Award No. 40256
Docket No. SG-40020
10-3-NRAB-00003-070233
(07-3-233)**

The Third Division consisted of the regular members and in addition Referee Elizabeth C. Wesman when award was rendered.

PARTIES TO DISPUTE: (
(Brotherhood of Railroad Signalmen
(Union Pacific Railroad Company

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Union Pacific Railroad:

Claim on behalf of K. J. Cox, for compensation for all time lost, including overtime, beginning on March 13, 2006, and continuing until he is returned to his Signal Maintainer’s position, account Carrier violated the current Signalmen’s Agreement, particularly Rules 62 and 80, when it failed to allow the Claimant to return to his position after he gave his 48 hour advance notice that he was released to return from his medical leave of absence. Carrier’s File No. 1445235. General Chairman’s File No. UPGCW-53-1224. BRS File Case No. 13694-UP.”

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act, as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute were given due notice of hearing thereon.

In considering this claim, the Board notes that on October 13, 2006, the Claimant signed a formal release that states, in pertinent part, that it constitutes a release of the Carrier “from all legal liability . . . including claims; causes of action; actions, verdicts, judgments, or awards of money damages; costs, fees, and expenses incurred; and demands for monetary compensation of any nature, including any claim or action that has been discovered or that could have been discovered as of today’s date September 11, 2006.” That release also provides that it “is the complete Release Agreement between the Claimant and Union Pacific Railroad Company and that there are no written or oral understandings or agreements directly or indirectly connected with this Release Agreement that are not expressly set forth in this Agreement.”

In light of the Claimant’s signing of that release, the instant claim must be dismissed as moot.

AWARD

Claim dismissed.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

**NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division**

Dated at Chicago, Illinois, this 15th day of January 2010.