

Award No. 4264

Docket No. CL-4222

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

Curtis G. Shake, Referee

**PARTIES TO DISPUTE:**

**BROTHERHOOD OF RAILWAY AND STEAMSHIP CLERKS,  
FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYES**

**TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS**

**STATEMENT OF CLAIM:** Claim of the Terminal Board of Adjustment, Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, that the Carrier violated the Clerks' agreement:

(1) When it permitted Miss Martha Schaaf in the office of the General Passenger and Ticket Agent to resume service September 22, 1947, with seniority rights unimpaired, and

(2) That Miss Martha Schaaf be given a seniority date as of the date she re-entered service, and

(3) That employees adversely affected by Carrier's action be reimbursed for difference in compensation earned and what would have been earned, had not the Carrier taken this action, and the oldest furloughed employee be compensated for all time lost as a result of this action.

**EMPLOYEES' STATEMENT OF FACTS:** Miss Martha Schaaf entered service October 16, 1943 and was furloughed March 28, 1947 in reduction in force, as evidenced by carrier's notice to concerned employees dated March 20, 1947, copy of which is attached as Employees' Exhibit A.

On May 5, 1947 carrier issued Bulletin No. 936, copy attached as Employees' Exhibit B, covering position of Clerk temporarily created in the Bureau of Information and when no bids were received, Miss Schaaf was notified under date of May 9, 1947 to return to service and was assigned to such position. Copy of notice directed to Miss Schaaf is attached as Employees' Exhibit C.

Miss Schaaf last worked position assigned to by carrier's notice (Employees' Exhibit C) on May 26, 1947 and thereafter was off account sickness. She was paid for time lost account sickness from May 27 to June 4, 1947, both dates inclusive, and on July 4, 1947, while still off account sickness, tendered written resignation, effective immediately, to her superior, Mr. A. C. Barnett, General Passenger and Ticket Agent, which we understand, was delivered personally to Mr. Barnett by a third person, not an employee of the carrier.

The resignation tendered by Miss Schaaf was accepted as indicated by Mr. Barnett's letter reading as follows:

In view of all the facts and circumstances surrounding this case, the claim should be denied.

(Exhibits not reproduced.)

**OPINION OF BOARD:** On July 4, 1947, Miss Martha Schaaf caused to be submitted a written resignation of her position as clerk in the office of the Carrier's General Passenger and Ticket Agent. After verification of the signature thereto, the resignation was, on the same day, accepted by the Carrier. A week later (July 11th) Miss Schaaf called at the Carrier's office in person and stated to her superior that she wished to repudiate her resignation, "as she had been coerced into signing it by unnamed individuals."

On July 17th and 18th Miss Schaaf was notified by registered letters from the Petitioner and the Carrier, respectively, that they would hold a conference at 10:00 A. M., July 28th, to consider the matter of her alleged coercion and she was requested to be present, but she did not appear or make any showing.

No further action was taken until September 15th, when Miss Schaaf went to the office of her superior and advised him that she had recovered from her "illness" and was ready to return to work, which she was permitted to do on September 22nd, with her original seniority rights undisturbed. Thereafter on April 22, 1948, Miss Schaaf, again voluntarily and finally relinquished her position, and this automatically disposes of Item 2 of the Claim.

The Petitioner contends that when Miss Schaaf reentered the Carrier's service on September 22nd, after her resignation had been submitted and accepted, she became a new employe by virtue of Rule 22 of the Agreement effective April 1, 1945; that by allowing her to retain her seniority rights unimpaired the Carrier is obligated to the employes thereby adversely affected for the difference in compensation earned and what they would have earned; and that the oldest furloughed employe should be compensated for all time lost as a result of the Carrier's action.

Under the undisputed facts, the resignation of Miss Schaaf on July 4, 1947, must be regarded as having been effective as of that date, and Items 1 and 3 of the Claim are therefore well founded. See Awards 1243 and 4195.

**FINDINGS:** The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

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 Carrier violated the Agreement.

#### AWARD

Item (1) and (3) of the Claim are sustained, and (2) is dismissed as now moot.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

Dated at Chicago, Illinois, this 17th day of January, 1949.