

**Award No. 4583**

**Docket No. MW-4535**

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**Edward F. Carter, Referee**

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**PARTIES TO DISPUTE:**

**BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYES**

**CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY**

**STATEMENT OF CLAIM:** Claim of the System Committee of the Brotherhood:

(1) That the Carrier violated the agreement by not giving a hearing to Section Laborer J. W. Macklin, Belleville, Kansas, as provided for in Rule 17(a), on account of trouble he had with his Foreman, J. E. Simon, on October 14, 1947;

(2) That the Carrier acted improperly by requesting that Section Laborer J. W. Macklin resign in lieu of giving him a fair hearing as provided by the agreement, on account of trouble he had with his Foreman, J. E. Simon, on October 14, 1947;

(3) That the Carrier reinstate to his regular position and reimburse Section Laborer J. W. Macklin for all monetary loss suffered by him because of the Carrier's improper action.

**OPINION OF BOARD:** On October 14, 1947, Claimant was a regularly assigned Section Laborer at Belleville, Kansas. On that date he had an altercation with his Foreman, J. E. Simon, and he was suspended from service. On October 16, 1947, Roadmaster Stamos conferred with Claimant relative to the altercation. On the same day, Claimant signed a written resignation from the service. Claimant contends that he was coerced into signing the resignation, that it was ineffective for that reason, and that he has not had an investigation in accordance with the Agreement.

At the outset it must be stated that a valid resignation terminates all the rights of an employe 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.

Claimant contends that he was coerced into resigning. He contends that Roadmaster Stamos told him that if he would resign he could obtain a position elsewhere, but that if he stood trial and was dismissed from the service he probably would be blackballed by all the railroads. Roadmaster Stamos denies making any such statement. The evidence does not show that the alleged statement was not true. In any event, all influence or persuasion does not amount to coercion sufficient to nullify a written resignation. At the time Claimant signed the resignation he stated that he desired to quit, in the presence of the Roadmaster, the Section Foreman, the Agent who witnessed the signature to the resignation, and the Telegrapher who typed it for him. 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.

**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 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.

**AWARD**

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD  
By Order of Third Division

ATTEST: A. I. Tummon  
Acting Secretary

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