

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22392
Docket Number SG-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. R. 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 Burris had withdrawn his letter of resignation when on February 27, 1977, he wrote Mr.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 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 Agreement was not violated.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST:


Executive Secretary

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