

NATIONAL RAILROAD ADJUSTMENT BOARD

THIRD DIVISION

Award Number 22481
Docket Number MS-22615

Paul C. Carter, Referee

PARTIES TO DISPUTE:

(Lloyd Workman
(Consolidated Rail Corporation
(Former Penn Central Transportation Company)

STATEMENT OF CLAIM: "(1) Penn Central violated Lloyd Workman's rights under agreement between Penn Central and the Brotherhood of Maintenance of Way Employees Rule 30 part (e) on January 21, 1976 I returned to work as a Major Foreman after being off for about 17 months for on duty accident (L-4 & L-5 removed) on 1/22/76 was told by P. Blodgett to do labor work and on 1/23/76 took Book of Rules test at Toledo, OH and alleged got 83 was told by P. Decked that I could not work as foreman, in violation of Rule 34.

(2) On 1/22/76 P. Blodgett threatened L. Workman bodily harm and did not comply with Rule (a) - (b) - (d) - (e) - (f) - (g). of 34.

(3) Violation of Rule 36 (a) and part (2) of rule 36 - failed to comply with rule 45, violated rule 37

(4) Violated the Railway Labor Act, Ohio Civil Rights (pending Case No. 1834), Federal Court Ruling, Parts of Williams Sticker Act. Penn Central Trans. & CONRAIL are alleged accused of being a party of not complying with the U. S. National Wage and Rules Movement of agreement of 2/10/71 of Article V (a)-(b) - (c) - (d) - (e).

(5) Brotherhood of Maintenance of Way Employees Union failed to liquidate this matter in violation of the Landrum Griffin Act.

(6) As petitioner request a award of \$100,000.00 as provided in the Mediation Agreement of February 10, 1971.

(7) Lloyd Workman rights were violated in regards no hearing and no copy in writing was furnished of date taken out of service.

(8) Request a award of all back and future wages.

(9) Request a Oral hearing on all matters on 1 and 2 pages. Public Law 94-210 and Title Law 93-236 under Title of the RRRRA."

OPINION OF BOARD: The record is clear that the claim Petitioner is asserting before the Board was not handled on the property as required by Section 3, First (i) of the Railway Labor Act, Circular No. 1 of the National Railroad Adjustment Board, or the rules of the applicable agreement covering the craft in which claimant was formerly employed. The claim must, therefore, be dismissed.

The record also shows that in settlement of a personal injury suit against the Carrier, the claimant, on March 4, 1977, signed a General Release in which he agreed to "release and forever discharge" the Carrier from:

"...all claims, demands, actions and causes of action of every kind whatsoever and including, but without limitation of the foregoing, all liability for damages, costs, expenses and compensation of any kind, nature or description now existing or which may hereafter rise from or out of injuries and damages, known or unknown, permanent or otherwise, sustained or received by me....."

On the same date, March 4, 1977, claimant addressed a witnessed letter to the Carrier, in which he stated:

"In consideration of the payment made to me this date by the Consolidated Rail Corporation, I hereby agree that I will not present myself for employment or re-employment at any time in the future by the Consolidated Rail Corporation."

The General Release of March 4, 1977 and claimant's letter of the same date preclude the progression of any other dispute arising out of his employment by or in behalf of claimant, and also requires dismissal of the present dispute.

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 Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934;

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That this Division of the Adjustment Board has jurisdiction
over the dispute involved herein; and

That the claim be dismissed.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: G. W. Paulsen
Executive Secretary

Dated at Chicago, Illinois, this 24th day of August 1979.