

Form 1

**NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION**

Award No. 34977
Docket No. SG-33447
00-3-96-3-968

The Third Division consisted of the regular members and in addition Referee Hyman Cohen when award was rendered.

**(Brotherhood of Railroad Signalmen
PARTIES TO DISPUTE: (
(Chicago, Central and Pacific Railroad**

STATEMENT OF CLAIM:

“Claim on behalf of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago Central and Pacific Railroad Company (CC&P):

Claim on behalf of J. R. Cowan for reinstatement to service with compensation for all time lost while he is held out of service and with any reference to this matter removed from his personal record, account Carrier violated the current Signalmen’s Agreement, particularly Rule 35, when it coerced the Claimant into resigning on January 12, 1996, and did not afford him a fair and impartial investigation.” BRS File Case No. 9923-CC&P.”

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.

The Claimant in this case had been formerly assigned to the position of Signal Maintainer, with headquarters at Denison, Iowa. On January 12, 1996, the Accounting Department advised the Carrier's Manager of Claims & Security that it appeared that a Carrier telephone credit card had been used for personal calls in the amount of several hundred dollars. Further investigation by the Carrier established that the originating number for most of the calls was listed to the Claimant.

The Manager of Claims & Security contacted the Claimant's supervisor and they met with the Claimant later that day, on January 12, 1996. At the meeting, the Claimant was informed of the evidence against him, read his Miranda rights and was given the option of proceeding with a formal Investigation under the Agreement or resigning with a clear work record. The Claimant resigned effective January 12, 1996.

Based upon the record, on January 12, 1996 the Claimant voluntarily resigned his employment with the Carrier when he signed a document which reads, in relevant part, as follows: "Please accept this as my resignation from . . . " the Carrier " . . . effective 1-12-96."

As stated in Third Division Award 4583 " . . . a valid resignation terminates all the rights of an employee 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." Similarly, by executing a document resigning his position with the Carrier effective January 12, 1996, the Claimant lost his standing as an employee under the Railway Labor Act and forfeited his rights under the Agreement.

AWARD

Claim denied.

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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 20th day of September, 2000.