

PUBLIC LAW BOARD NO. 1582

PARTIES) THE ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY
TO)
DISPUTE) BROTHERHOOD OF MAINTENANCE OF WAY EMPLOYEES

STATEMENT OF CLAIM: Claim in behalf of Trackman H. F. White, Jr., for reinstatement to his former position on the Illinois Division with seniority, vacation and all other rights unimpaired and compensation for wage loss beginning May 10, 1974.

FINDINGS: This Public Law Board No. 1582 finds that the parties herein are Carrier and Employee within the meaning of the Railway Labor Act, as amended, and that this Board has jurisdiction.

In this dispute the Carrier held two formal investigations. The first investigation was held on May 3, 1974 to develop facts and place the responsibility in connection with the claimant's injury of August 1, 1973. The second investigation was held on December 27, 1973 in regard to his alleged failure to promptly report said injuries. The claimant was dismissed from the service of the Carrier.

The Organization contends that the claimant reported the accident within two days of the period of the incident and that the Carrier officers had knowledge of the accident. The Organization also contends that the superintendent's reply of July 10, 1974 did not meet the requirements of Section 1, Article 6. The Organization further contends that although the claimant resigned as of October 30, 1974 that the Organization has a right legally to represent the employee and that this right cannot be abridged by any agreement reached between the Company and an individual employee.

The Carrier takes the position that the claimant resigned October 30, 1974 and have attached as Exhibit J a letter of resignation signed by the claimant and two witnesses.

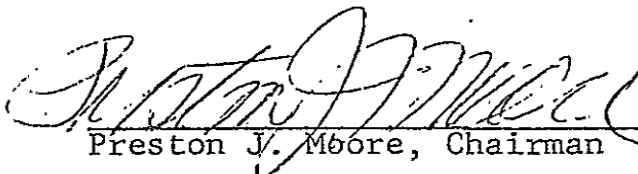
The Organization certainly has the right to represent the claimant. This right is established by the Agreement between the parties. However, the employment of an individual is a personal right and that employee may resign at any time he so desires. If such was not the case, we would have involuntary servitude. The employees have the right to proceed this case to the Board for a decision.

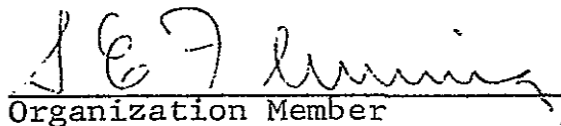
It is noted, however, that the Carrier has submitted Exhibit O, which is a release in full by the claimant for all claims or demands which the claimant may have had or would have in the future


against the Carrier. This release was dated October 30, 1974. Consequently, even though the Carrier may or did violate the Agreement in holding the investigation or in discharging the employee, they are released from all financial obligation by the release signed by the claimant.

On the foregoing basis, the Board finds no support for the claim.

AWARD: Claim denied.


Preston J. Moore, Chairman


Organization Member


Carrier Member

January 2, 1976