

SPECIAL BOARD OF ADJUSTMENT NO. 956

BROTHERHOOD OF MAINTENANCE	)	
OF WAY EMPLOYES	)	
	)	AWARD NO. 130
And	)	CASE NO. 130
	)	
NEW JERSEY TRANSIT RAIL	)	
OPERATIONS, INC.	)	

STATEMENT OF CLAIM:

“Claim of the System Committee of the Brotherhood that:

- (1) The dismissal of Repairman Jose Rodriguez for his alleged failure to keep the Carrier notified of his medical condition was without just and sufficient cause and undue punishment (Carrier’s File BMW-11-3-05D).
- (2) Repairman Jose Rodriguez shall now be allowed the remedy prescribed in Rule 26, Section 4. Exoneration.”

FINDINGS:

Special Board of Adjustment No. 956, upon the whole record and all the evidence, finds that the parties herein are Carrier and Employes within the meaning of the Railway Labor Act, as amended; that the Board has jurisdiction over the dispute herein; and that the parties to the dispute were given due notice of the hearing and did participate therein.

By letter dated August 25, 2004, the Claimant was directed to attend an investigation in connection with the charge that he failed to present himself to Carrier’s Medical Services Department for evaluation. Pursuant to the mutual agreement of the parties, the investigation was postponed and eventually held on February 15, 2005. Claimant was subsequently notified that he was dismissed from service. On March 9, 2005, the Organization filed the instant claim protesting the Claimant’s termination.

Based on our review of the record, we find that this Board lacks jurisdiction to hear the underlying claim presented on behalf of Mr. Rodriguez. The record shows that, after the claim had been filed and handled on the property, Claimant submitted a Letter of Agreement/Resignation dated October 12, 2005. The letter states:

In consideration of settlement made to me this date by my employer, NJ Transit, I hereby agree to immediately tender my resignation from any and all employment positions, including relinquishment of any and all rights, benefits and privileges I may be entitled to as a result of such employment positions. I also agree that I will not present myself for employment or re-employment at any time in the future with NJ Transit Corporation or any successor or subsidiary companies

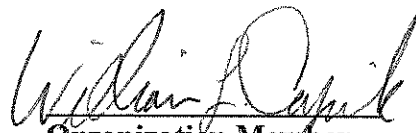
Under the foregoing terms of settlement, the Board has no jurisdiction to consider the instant claim as it has been rendered moot. Accordingly, the claim is hereby dismissed.

AWARD

Claim dismissed.



ANN S. KENIS
Neutral Member


Carrier Member
Organization Member

Dated February 16, 2006