

REVIEW COMMITTEE DECISION

Review Committee File No. 1225-73-9
Sacramento Division Grievance No. D.Gr/C 6-72-6

Statement of Facts

The grievant was formerly a Machine Operator C, Administrative Services Department, in the Sacramento Division. Following some years of employment, on August 23, 1972, the grievant submitted a formal letter of resignation to be effective October 6, 1972. As a reason for resigning she stated that she desired to stay home with her children. The letter of resignation was accepted. The following day, the Company prepared a payroll change tag reclassifying the position when she vacated it to a Clerk Machine Operator D. The payroll authorization to do so was approved September 19, 1972. Shortly thereafter, the Company offered the vacancy to another Sacramento Division employee. However, before the transfer was effected she was offered a different job and another person was hired on September 25 to succeed the grievant.

Although there were preliminary discussions with regard to the possibility of the grievant rescinding her resignation, no formal request to do so was made until September 26, when the grievant informed her supervisor that she had changed her mind and decided not to resign.

The question in this case is whether or not the grievant made a timely request to rescind her resignation.

Discussion

The question posed in this case has been treated exhaustively in Arbitration Case No. 53, although the facts in the arbitration case are quite dissimilar to those here. To review briefly the pertinent portion of the arbitrator's decision, the grievant there was under an emotional strain caused by the critical illness of her father. Further, because of earlier discussions between the grievant and her supervisor, she felt that a request for a leave of absence, even though she had an urgent and substantial reason, would not be honored. Thus, to attend to her father and his financial affairs in the last stages of his life, the grievant in Arbitration Case 53 did in fact "voluntarily" resign. However, on the same day of her resignation, she contacted her Union representative and after some discussion informed the Union representative that she wished to withdraw her resignation. Thereafter, the Union notified the Company of this and that because of the reasons stated previously, she wished to rescind her resignation and be granted a leave of absence during the period in which she would administer to her father. In the interval between her resignation, rescission and request for leave of absence, even though several days had passed, no official conclusive action had been taken with regard to filling the grievant's position and for the foregoing reasons, the arbitrator found that the employee's rescission would not cut into any superseding right of other employees. In short, at the time Union gave the Company notice of the rescission the "status quo" could have been maintained by restoring the grievant to her position and then considering a leave of absence.


The facts here differ from those in Arbitration Case No. 53 in that the Company, in reasonable reliance upon employee's resignation, had hired a person to fill the employee's position before notice of rescission, or indication of a desire to rescind, was received and, thus, the "status quo" could not be maintained. The rights of another person had become fixed before the employee gave irrevocable notice of her intent to rescind her resignation.

Decision

In conformance then with the general rule set forth in Arbitration Case No. 53 and the generally accepted policies of Industrial Relations, the grievance is denied.

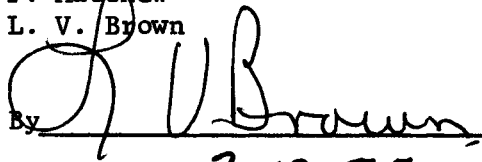
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