

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

Parties to Dispute: (Brotherhood Railway Carmen of the United States and Canada
(
(Pacific Fruit Express Company

Dispute: Claim of Employes:

1. That the Pacific Fruit Express Company violated Rules 20 and 37 of the controlling agreement and Sections 6(a), 7 and Attachment #2 of the Agreement of March 4, 1980, when they arbitrarily terminated Carman H. E. Kramer's employment although he (Kramer) only resigned from Watsonville, California and asked that his name be retained on the Carmen's roster at Roseville, California.
2. That the Pacific Fruit Express Company violated the Letter of Understanding of August 13, 1982, whe Manager of Industrial Relations, Mr. T. D. Walsh, failed to make reply to General Chairman Baker within 30 days following conference held on August 17, 1982.
3. That accordingly, the Pacific Fruit Express Company be ordered to return Carman H. E. Kramer's name to the Carmen's seniority roster at Roseville, California thereby retracting their letter of November 2, 1981, and give Mr. Kramer all his benefits unimpaired provided under the agreement.

Findings:

The Second Division of the Adjustment Board, upon the whole record and all the evidence finds that:

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 waived right of appearance at hearing thereon.

The Claimant was employed as a Carman at the Carrier's facility in Watsonville California.

In a letter dated October 31, 1981, to the Carrier, the Claimant tendered his resignation from his "assignment ***" at Watsonville, citing the "pressure of working at Watsonville" and the "financial strain of maintaining two residences" (a home in Lincoln, California and an apartment at Watsonville). He requested that his name remain on the Carrier's seniority roster at Roseville, California. By letter dated November 2, 1981, Superintendent E. H. Bolas informed the Claimant that his resignation was "a resignation from Company service and not one from one location since there are no partial or point resignations".

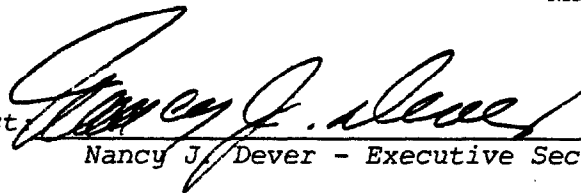
The record fails to disclose any claim or exception in writing which was filed within 60 days from the November 2, 1981 acceptance by Superintendent Bolas of the Claimant's resignation from the service of the Carrier. Since the instant claim was not filed within the prescribed time limit under Rule 36, no consideration can be given to the merits of the claim and it is disallowed.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest:


Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 23rd day of January 1985.