

The Second Division consisted of the regular members and in addition Referee George S. Roukis when award was rendered.

Parties to Dispute: ( (Brotherhood Railway Carmen of the United States  
( and Canada  
( (Seaboard System Railroad  
( (Louisville and Nashville Railroad Company)

Dispute: Claim of Employees:

1. That the Seaboard System Railroad Company (former Louisville and Nashville Railroad Company) hereinafter referred to as the carrier, violated the controlling agreement, when it arbitrarily removed the name of Carman J.K. Ritchie from the Carman's seniority roster at Gentilly Shops, New Orleans, Louisiana.

2. And that the Carrier should be ordered to reinstate the name of Carman Ritchie to said roster with his proper seniority date (October 27, 1971) and that he be designated as disabled.

FINDINGS:

The Second 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 employees 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.

In considering this case the Board concurs with Carrier's position that the Claim is defective and consequently not properly before us. We have carefully analyzed the on situs correspondence relative to Petitioner's concern, but we cannot conclude, that a bona fide Claim was actually filed on February 7, 1983. Rather we find that this letter was merely a request by the Local Chairman to have Mr. Ritchie's name placed on the seniority roster and not an indication or an implied assertion that an Agreement violation occurred.

The subsequent correspondence, particularly Carrier's letter of September 23, 1983, specifying the reason's why Mr. Ritchie's name was removed

from the seniority roster of Carmen at New Orleans was not a Claim denial and June, 1984, letter from the General Chairman was not a normative grievance dissent from a previous managerial denial.

The correspondence clearly reflected an exchange of information though divergent in perspective, and not a definable progression of an explicitly stated Claim.

As the final grievance appellate body for railroad employee's Claim we have consistently advised all parties that negotiated grievance procedures must be literally and scrupulously observed otherwise the contemplated symmetry and orderliness of the grievance process will be vitiated.


Upon the record, we cannot judicially conclude that the February 7, 1983, letter was an explicit or implied assertion of an Agreement Rule violation and accordingly, we cannot through a process of interpretative regressive reconstruction fashion a Claim. For this reason, we must deny the Claim.

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 6th day of January 1988.