

(Gary J. Giudicessi)
PARTIES TO DISPUTE: (
(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of G. J. Giudicessi (#305) that:

(a) Carrier violated the rules of the current Clerks' Agreement at Topeka, Kansas when it improperly and illegally signed a LETTER OF UNDERSTANDING dated February 21, 1985 ~~adepting~~ (sic) and ~~implimenting~~ (sic) the Team Concept in the Rate Department, and

(b) This LETTER OF UNDERSTANDING should be declared invalid and the Team Concept abolished, and

(c) Mr. G. J. Giudicessi shall now be compensated a total of \$60,000.00 plus \$1,000.00 for each day after January 5, 1986, and

(d) Mr. G. J. Giudicessi shall now be compensated interest payable at the prevailing prime rate and any other damages and awards deemed proper by this Honorable Board.

FINDINGS:

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

The carrier or carriers and the ~~employe~~ or employees 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.

As Third Party in interest, the Brotherhood of Railway, Airline and Steamship Clerks were ~~advised~~ of the ~~pendency~~ of this dispute and filed a Submission with the Division.

On February 21, 1985, the Carrier and the Brotherhood of Railway, Airline and Steamship Clerks, Freight Handlers, Express and Station Employees, hereinafter referred to as the Organization, entered into a Letter of Understanding governing the ~~applicaton~~ of overtime in accordance with Rule 32-C-1. The Claimant has alleged ~~that this~~ Letter of Understanding is contrary to the Agreement.

The Carrier has raised numerous defenses to the Claim alleging jurisdictional and procedural errors in the Claimant's handling of the Claim, ranging from excessive damages request, to untimeliness. We have examined the issues raised by both parties and must comment that Claimant's request for \$60,000.00, plus \$1,000.00 for each day from January 6, 1986, until the "Team Concept" is discontinued, is grossly excessive, and has no foundation within the Agreement. Indeed, the Claimant has offered no proof of any loss of earnings. With respect to the other jurisdictional and procedural defenses raised by the Carrier, we find it unnecessary to determine such issues as it is clear that the Claim falls on its met-its.

The record is clear that the action taken by the Carrier, which the Claimant challenges, was in accord with Agreements the Carrier made with the Organization. Inasmuch as the jurisdiction of the Board is confined to interpreting Agreements between Carriers and Organizations representing their **employees**, and inasmuch as there is no dispute here between the contracting parties that the Carrier fully complied with the Agreements made with the **Organization**, the Claim must be denied. First Division Awards 23044, 23083, 19798, 18789. Third Division Awards 12466, 14980, 18576, 26758.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dover - Executive Secretary

Dated at Chicago, Illinois, this 28th day of January 1988.