

(G. J. Giudicessi

PARTIES TO DISPUTE: (

(The Atchison, Topeka and Santa Fe Railway Company

STATEMENT OF CLAIM: "Claim of G. J. Giudicessi (555) that:

(a) Carrier violated the provisions of the current Clerks' Agreement at Topeka, Kansas when it refused to provide a copy of the new contract booklet, FORM 2633 STD., AGREEMENT BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND ITS OFFICE, STATION, TOWER AND STOREHOUSE EMPLOYEES OF THE CRAFT OR CLASS REPRESENTED BY THE BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES, after ratification of a new contract on April 10, 1986, and

(b) Carrier has stated that many rules of the current Clerks' Agreement have been changed or modified and have refused to provide this essential information to its clerical forces, and

(c) Carrier shall be required to provide the Claimant with a copy of the above form, effective April 10, 1986 reflecting all rule and appendix changes, and any other modifications of said agreement, and

(d) Carrier has treated Claimant unjustly by withholding this information, and

(e) Claimant G. J. Giudicessi shall now be compensated an amount (retroactive 60 days from the date grievance was filed) plus an undetermined amount for each day after October 22, 1986 that the violation continues; to be determined by this Honorable Board, and

(f) Claimant 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 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.

As Third Party in interest, the Transportation Communications Union was advised of the pendency of this dispute and filed a Submission with the Division.

The Claimant has contended that the Carrier violated the Agreement at Topeka, Kansas, when it failed to provide a copy of the new contract booklet, Form 2633 Std.

At the outset, we note that the Claimant has several other claims for the same period. This Board has consistently held that it will not allow the pyramiding, compounding and duplicating of Claims. In addition, we further note that the Claim is for undetermined monies without proof of any loss of earnings. The Claim is a speculative request for a penalty, with no showing of harm to the Claimant. For these reasons alone, the Claim warrants dismissal.

The Carrier has raised numerous defenses to the Claim, including untimeliness and acquiescence on the part of the Claimant. With respect to the procedural defenses raised by the Carrier, we find it unnecessary to determine such issues as it is clear that the Claim fails on its merits.


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 Agreement 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. Dever - Executive Secretary

Dated at Chicago, Illinois, this 22nd day of September 1988.