

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

STATEMENT OF CLAIM: "Claim of G. J. Giudicessi (560) that:

(a) Carrier violated the provisions of the current Clerks' Agreement at Topeka, Kansas when it knowingly and willfully withheld information regarding the conferencing of grievances, required to properly advance a grievance before the National Railroad Adjustment Board, and

(b) Carrier willfully, intentionally and maliciously withheld this information for the purpose of attempting to have grievances barred from being heard by the NRAB at a later date, and

(c) Carrier had an obligation to advise Claimant that such conference was required with Mr. B. J. East as no such requirement shows in the current Clerks' Agreement, and failure to do so negated the spirit and intent of the Agreement, and

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

(e) Claimant G. J. Giudicessi shall now be compensated an undetermined amount plus an additional undetermined amount for each day after October 21, 1986 that this 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 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.

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 withheld information regarding the proper conferencing of grievances on the property and because of such it somehow misguided him.

The Claim is a contradiction in terms. Claimant argues that he did not understand he was obligated to conference his Claim at the final step of appeal on the property when handling it as an individual. The record is clear Claimant met with the Highest Labor Relations Officer who handles claims, on December 2, 1986, and April 7, 1987, to present argument on this Claim, as well as others he has presented. To argue that the Claimant did not know he was required when handling a Claim as an individual to meet with the Carrier at the highest level of appeal in conference is contrary to what transpired. The record provided by both parties refutes the argument.

We would further 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. Additionally, we 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 the action taken by the Carrier, which Claimant challenges, was in accordance with Rule 47 of the Agreement and the Railway Labor Act. The Carrier met with the Claimant and discussed his personal claim. To argue that they did not meet is contrary to the facts. The Claim must be denied.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Deyer - Executive Secretary

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