

SPECIAL BOARD OF ADJUSTMENT NO. 605

PARTIES) The Delaware and Hudson Railroad Corporation
TO THE) and
DISPUTE:) Brotherhood of Maintenance of Way Employees

QUESTION Contention of the Employees that the carrier is
AT ISSUE: in violation of the provisions of Article IV,
 Section 6, of the February 7, 1965 Agreement
because of its failure and refusal to provide representa-
tives of the employees with lists of protected employees and
other pertinent information as required by said Section 6
of Article IV and specifically by Question and Answer No. 2
on page 15 of the mimeographed Interpretations of November 24,
1965.

OPINION Carrier provided the Employees on March 1, 1966 with
OF BOARD: lists of protected employees. To that extent it
 clearly complied with the requirements of the Agree-
ment of February 7, 1965, and Question No. 2 on page 15 of the
Interpretations dated November 24, 1965.

Carrier has not provided the "other pertinent infor-
mation" which was requested by the Employees. In his letter of
March 7, 1966, acknowledging receipt of the lists supplied by
Carrier on March 1, the General Chairman also requested such
data as the number of days worked in 1962, 1963, and 1964, as
well as rates paid and compensation received in 1964. Such
information on all employees is not required either by the
Agreement or by the Interpretations.

Question No. 2 on page 15 of the Interpretations
provides that "in individual cases as they arise, the carriers
will, on request, furnish information showing the normal rate
of compensation..." However, the General Chairman was not
making a request of Carrier for information in individual cases,
but in the cases of all employees "represented by our Brotherhood."

Had the parties to the Agreement meant to require the
Carriers to provide such information for all employees in its
employ, they would not have restricted it to "individual cases
as they arise." Instead, and for presumably cogent reasons,
the burden of supplying information on compensation was placed
upon the Carriers only where specific claims were made by
individuals.

Neither the Agreement nor the Interpretations can be stretched to encompass that which the Employees seek to obtain in this case.

AWARD

Claim denied.


Milton Friedman, Referee

Washington, D. C.
May 9, 1969