

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 all employees
AT ISSUE:) represented by the Brotherhood of Maintenance
of Way Employees who have suffered wage loss
or have been required to assume unnecessary
expenses by reason of misapplication of Media-
tion Agreement dated February 7, 1965 and Agreed-
to-Interpretations dated November 24, 1965 be
allowed a wage adjustment and reimbursement
for unnecessary expenses incurred effective as
of the initial date of such wage loss or initial
incurring of expenses continuing until such time
as Management of Delaware and Hudson Railroad
Corporation properly applies the provisions of
Mediation Agreement dated February 7, 1965.

OPINION) This claim seeks redress for unnamed and unidentified
OF BOARD:) employees "who have suffered wage loss or have been
required to assume unnecessary expenses by reason of
misapplication of Mediation Agreement dated February 7, 1965..."
However, it has been well established, notably in the awards of
the Third Division, that claims must be specific and claimants
identifiable.

The Employees' rationale for the blanket claim is that
Carrier failed to supply necessary information. But Carrier did
supply all that was required by the Agreement and the Interpre-
tations when it provided lists of protected employees. Except
"in individual cases" no other information on compensation is
required. This language in the Interpretations demonstrates
that there was no intent to permit the filing, handling and
adjudication of a blanket claim, which did not involve particular
employees and the allegation of specific violations of the Agree-
ment.

Blanket claims and fishing expeditions detract from a
stable and rational labor-management relationship. They impede
the normal handling of claims and grievances where specific
employees make specific claims which are subject to investiga-
tion and adjudication on their merits.

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In the absence of any affirmative allegation whatsoever that any named or otherwise identified employees improperly sustained a loss under the Agreement, there is no basis upon which the blanket claim can be upheld.

AWARD

Claim denied.


Milton Friedman, Referee

Washington, D. C
May 9, 1969