

AWARD NO. 64/  
Case No. MW-4-E

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