

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