

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISION

Livingston Smith, Referee

PARTIES TO DISPUTE:

THE ORDER OF RAILROAD TELEGRAPHERS

**NEW YORK, NEW HAVEN & HARTFORD RAILROAD
COMPANY**

STATEMENT OF CLAIM: Claim of the General Chairman of The Order of Railroad Telegraphers on The New York, New Haven and Hartford Railroad, that

(1) The Carrier violated the terms of the Agreement between the parties when and because it refused to compensate the occupant of Relief Position No. 5 on the Hartford Division for the use of his private automobile which he elected to use in order to fill certain positions on his relief assignment.

(2) The Carrier shall now be required to reimburse the occupant of this rest day relief position beginning April 29, 1951, and continuing for the period that he used his private automobile, in accordance with the provisions of Article 24 of the Agreement.

EMPLOYEES' STATEMENT OF FACTS: Carrier maintained on its Hartford Division a regularly assigned rest day relief position under the Telegraphers' Agreement designated as Relief Position No. 5, which at the time of this claim covered the following positions.

Relief Day	Location	Title of Position	Assigned Hours
Sunday	East Hartford	Signal Station Opr.	6:00 A.M. to 2:00 P.M.
Monday	Willimantic	Operator switchman	10:00 P.M. to 6:00 A.M.
Tuesday	Springfield	Signal Station Opr.	11:00 P.M. to 7:00 A.M.
Friday	Berlin	Ticket Agent Opr.	5:00 A.M. to 1:00 P.M.
Saturday	Berlin	" " "	5:00 A.M. to 1:00 P.M.

Rest Days—Wednesday and Thursday.

Headquarters—Berlin.

All of these stations are located in the State of Connecticut.

The agreement requires the Carrier to provide reasonable transportation for rest day relief employees between the headquarters point and the

mantic, and found that he could go by train and arrive within two hours of the starting time of the job, but upon completion of his tour of duty there was no train or bus available within two hours of his quitting time, it would be considered proper to use the car in both directions."

CONCLUSION: Carrier respectfully submits that the service available to claimant by rail and bus was reasonable, that there was no warrant for claim for reimbursement for use of automobile transportation.

The claim should be denied.

All of the facts and arguments used in this case have been affirmatively presented to Employees' representatives.

OPINION OF BOARD: Claimant here seeks reimbursement, on a mileage basis, for use of his automobile as a means of transportation between points of assignment on his relief position.

The assignment in question, a five day position, has Berlin, Connecticut as the headquarters, with duties to be performed at East Hartford, Willimantic, and Springfield on Sundays, Mondays and Tuesdays respectively, however, we are concerned here only with transportation on Sunday and Monday.

The applicable rule (Article 24) provides that where service is required at locations other than the home terminal, free rail transportation or the equivalent thereof in the form of bus or other fares paid, or private automobile allowances will be granted. Within the rule, the first means of transportation available and reasonable is via rail, and if same is non-existent the employe may elect to use such bus or other transportation as is available and reasonable, or his private automobile.

The facts show that no direct train service was available between Berlin and East Hartford, and return, on Sundays, nor between Berlin and Willimantic, and return, on Mondays, and that respondent desired claimant to use a combination of train and bus transportation in proceeding to and from his home terminal and place of duty.

The parties hereto are in agreement concerning the reasonableness of the arrival and departure time of the bus service; also that if either bus or rail transportation singly were available between the points in question that the same would be in contemplation of the rule.

It is noted that the organization has stated that the claim as presented here is confined strictly to the named claimant, L. P. Kovaleski.

It cannot be questioned that "other transportation," that is, a combination of types or modes of travel, in this instance bus and rail, were available to the claimant. The Organization asserts that the claimant here was in no way obligated to use a combination of bus and train in proceeding directly from Berlin to East Hartford, or from Berlin to Willimantic and return to Berlin, from either point, in that same was not reasonable. The Board cannot agree that paragraph (g) of article 24 does not apply. The same reads as follows:

"The word 'reasonable' as used in this article means the transportation afforded will permit the employe to reach the location at which he is to work not more than two hours in advance of the time of starting to work or to leave such location not later than two hours after completing work."

and is without ambiguity.

The term "reasonable" is adequately defined. It is a well settled principle that the parties to an agreement may adopt their own definition and

interpretations to be placed upon all or any part thereof. In view of the fact that the parties here have seen fit to include their own definition and interpretation to be given or placed upon the term "reasonable" this Board cannot deviate therefrom in applying the facts here.

FINDINGS: The Third Division of the Adjustment Board, after giving the parties to this dispute due notice of hearing thereon, and upon the whole record and all the evidence, finds and holds:

That the Carrier and Employee involved in this dispute are respectively Carrier and Employee within the meaning of the Railway Labor Act, as approved June 21, 1934:

That this Division of the Adjustment Board has jurisdiction over the dispute involved herein; and

That the Agreement was not violated.

AWARD

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

ATTEST: (Sgd.) A. Ivan Tummon
Secretary

Dated at Chicago, Illinois, this 24th day of July, 1953.