

Award No. 14400  
Docket No. TE-11509

**NATIONAL RAILROAD ADJUSTMENT BOARD**

**THIRD DIVISION**

**(Supplemental)**

Edward A. Lynch, Referee

**PARTIES TO DISPUTE:**

**TRANSPORTATION-COMMUNICATION EMPLOYEES UNION**  
**(Formerly The Order of Railroad Telegraphers)**

**THE COLORADO AND SOUTHERN RAILWAY COMPANY**

**STATEMENT OF CLAIM:** Claim of the General Committee of The Order of Railroad Telegraphers on the Colorado and Southern Railway, that:

1. The Carrier violated the parties' Agreement when it failed and refused to pay regularly assigned Telegrapher P. W. Wright, while on vacation a vacation allowance based upon the daily compensation paid by the Carrier for his assignment during his vacation period.

2. The Carrier shall, because of the violation set forth above, pay Claimant P. W. Wright the difference between what he received as a vacation allowance, and the daily compensation paid by the Carrier for his assignment during his vacation period.

**EMPLOYEES' STATEMENT OF FACTS:** There is in evidence an Agreement by and between the parties to this dispute effective October 1, 1948, including changes and agreed-to interpretations as of the reissue date, January 1, 1955, and as amended, including rates of pay effective December 3, 1954.

At page 36 of said Agreement, Rule 38 (Rates of Pay), are listed the positions at Cheyenne Junction (Cheyenne Yard Office), Wyoming, on the effective date of said Agreement. The listing reads:

Location	Classification	Rate per Hr.
Cheyenne Junction	T	\$1.925
(Cheyenne Yard Office)	T	1.925
(Cheyenne Yard Office)	T	1.925

The above listing of the positions at Cheyenne Junction indicates that as of the effective date of the parties' Agreement there were telegraph service employees occupying positions around the clock at this location.

General Chairman W. M. Epstein under date of January 7, 1959, and reiterated the Carrier's previous declination of the claim (see Carrier's Exhibit C).

**OPINION OF BOARD:** We are here concerned with the phrase "casual or unassigned overtime" that appears in the parties' agreed-upon interpretation of Article 7(a) of the National Vacation Agreement.

The phrase was originally interpreted by Referee Edward F. Carter in Award 4498. He described "casual overtime" to mean "overtime, the duration of which depends on contingency or chance, such as service requirements or unforeseen events. Whether such overtime assumes a degree of regularity is not a controlling factor."

He also held that regular overtime, in contradistinction, means overtime authorized for a fixed duration of time each day of a regular assignment, bulletined or otherwise.

In a subsequent Award (4743) he found "the Claimants there were working regularly assigned overtime each day; that eleven of the Claimants were working nine hours each day and the twelfth Claimant was working ten hours each day." He found such men to be working other than casual or unassigned overtime, and sustained the claim.

Referee Francis J. Robertson, in Award 4510, held that the words "casual or unassigned overtime" were intended:

"... to exclude such overtime as was not of a reasonably foreseeable, recurrent character and of a reasonably determinable duration on the days worked, necessarily required of the position by factor inherently continuing in nature. . . ."

(See also Awards 5001, 5750, 6731, 7952, 9240, and Award No. 14 of Special Board of Adjustment No. 174.)

The record in this case includes a statement of the overtime worked by the position was not assigned overtime.

Carrier states flatly that the overtime worked by the position was not assigned overtime.

"It was worked," Carrier states, "in varying amounts, at different times of the day and night, and was for various and sundry reasons brought on by the irregular and variable service requirements at Cheyenne Yard Office."

It is plainly evident that the claim here must be denied, because it is both casual and unassigned, within the meaning and intent of the cited awards of this Division.

**FINDINGS:** The Third Division of the Adjustment Board, upon the whole record and all the evidence, finds and holds:

That the parties waived oral hearing;

That the Carrier and the Employees involved in this dispute are respectively Carrier and Employees 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: S. H. Schulty**  
Executive Secretary

Dated at Chicago, Illinois, this 6th day of May 1966.