

NATIONAL RAILROAD ADJUSTMENT BOARD
THIRD DIVISIONAward No. 29692
Docket No. CL-29713
93-3-91-3-66

The Third Division consisted of the regular members and in addition Referee John C. Fletcher when award was rendered.

PARTIES TO DISPUTE: (Transportation Communications International
(Union
(
(CSX Transportation, Inc. (former Seaboard
(Coastline Railroad Company)

STATEMENT OF CLAIM:

"Claim of the System Committee of the Brotherhood
(GL-10539) that:

1. Carrier is violative of the Agreement between the Parties dated January 1, 1975, as amended by failing to properly compensate employees who are required or permitted to work their regularly scheduled vacations.
2. As a consequence of the above violation, Carrier shall be required to compensate claimant an additional four (4) hours' pay at the rate of his regular assignment of Assistant Transportation Service Agent, Lithonia, Georgia on the dates of November 11, 1989 and August 12, 1989, respectively."

FINDINGS:

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

The carrier or carriers and the employee or employees involved in this dispute are respectively carrier and employee within the meaning of the Railway Labor Act as approved June 21, 1934.

This Division of the Adjustment Board has jurisdiction over the dispute involved herein.

Parties to said dispute waived right of appearance at hearing thereon.

Claimant was on vacation for five days, November 6, through November 10, 1989. His vacation relief worked the five days and was called on the sixth day, Saturday, November 11, 1989, to perform required work of the position. On the basis that Claimant's position had been called to work on every Saturday,

except six, over a seven and one-half month period, a claim was filed seeking additional compensation for Saturday, November 11, 1989. Carrier, refused on the grounds that the overtime worked by the vacation relief worker on Saturday was casual and unassigned and, as such, Claimant was not entitled to additional payments.

The issue of what constitutes "casual or unassigned" overtime under the National Vacation Agreement has been before this Board numerous times, commencing with Third Division Award 4498. These decisions have established that even though some situations may exist where an employee works a call on the sixth day of his work-week with a degree of regularity, this is not sufficient to remove the work from the casual and unassigned category when the overtime was not bulletined, it was worked only on those days when an employee was instructed to so work, it was unknown from one instance to another whether overtime would be worked, the amount of overtime was variable from day to day and/or the performance of the overtime and the amount worked was controlled by day-to-day requirements of the service. See Third Division Awards 5001, 7952, 14400, 16307, 16684, 18414, 20146, 21116, 21474, 24831 and 28252.

Thus, even though Claimant was called out to work on Saturdays, with some regularity, it has not been established that the calls were not casual and unassigned overtime as defined by the above-cited decisions. Accordingly, the Agreement was not violated when Carrier did not allow vacation compensation for the call worked on the sixth day by the vacation relief worker.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest:


Nancy J. Dever, Secretary To The Board

Dated at Chicago, Illinois, this 16th day of July 1993.