

SPECIAL BOARD OF ADJUSTMENT NO. 355

CAR. FILE: 2663
COM. FILE: A-3453
GR. DIV. BU-9372-33
CASE NO. 272

PARTIES: THE ORDER OF RAILROAD TELEGRAPHERS
THE BALTIMORE AND OHIO RAILROAD COMPANY

AWARD IN DOCKET NO. 272

STATEMENT OF CLAIM: 1. Carrier violated the Agreement between the parties when it failed and refused to compensate Operator D. E. Bush for July 4, 1961.
2. Carrier shall compensate D. E. Bush for 8 hrs. at pro rata rate.

FINDINGS:

It is a fact that the claimant in this case was, at the time of claim, "other than a regularly assigned employee."

It is also a fact that Article III of the August 19, 1960 agreement is here concerned. It is a special rule and prevails. Section 3 thereof stipulates that all employees other than regularly assigned employees shall qualify for holiday pay if either of two requirements is met.


The second of the requirements is that "such employee is available for service." And the agreement itself states clearly that

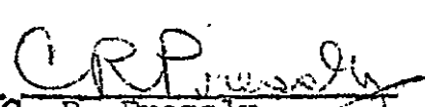
"'Available' as used in subsection (ii) above is interpreted by the parties to mean that an employee is available unless he lays off of his own accord or does not respond to a call pursuant to the rules of the applicable agreement, for service."

There being no evidence here that claimant laid off of his own accord, or that he was called pursuant to the rules of the applicable agreement, for service, we will sustain this claim.

A W A R D

Claim sustained.


Edward A. Lynch
Chairman


C. R. Pressly
Employee Member


E. E. Plitt
Carrier Member

Dated at Baltimore, Maryland,
this 16th day of September, 1964.