

Parties to Dispute: { Brotherhood Railway Carmen of the United States
and Canada
{ Southern Railway Company

A review of the agreement between the parties herein does not disclose any

basis upon which the incumbent can establish a contractual right to this position in preference to Mr. Shipp who had acquired supervisor's seniority. Rule 23(a) provides that mechanics in service will be considered for promotion to positions of foreman and Rule 43 provides that if an employee be assigned temporarily to fill the place of a foreman, he should be paid the foreman's rate and fulfill all duties of the position. These two provisions, however, do not grant to the claimant a right to this position which is covered by the terms of the agreement between the carrier and The American Railway Supervisor's Association. Rule 20 of said agreement provides as follows:

"(a) Where there are temporary vacancies in positions of foremen of sixty (60) calendar days or less, such positions, if filled, may be filled by employees other than foremen covered by this agreement; provided, however, qualified furloughed foremen or employees having established seniority as foremen under paragraph (c) Rule 2, shall be given preference to such temporary work."

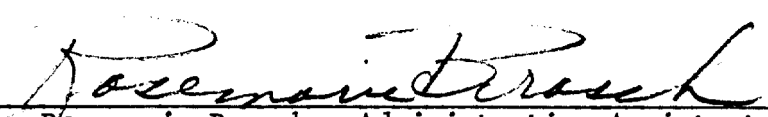
Since the claimant has not established seniority in the position of supervisor he may be replaced by a supervisor with seniority for the temporary assignment which he has been fulfilling and, therefore, we will deny the claim.

A W A R D

Claim denied.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Attest: Acting Executive Secretary
National Railroad Adjustment Board

By 
Rosemarie Brasch - Administrative Assistant

Dated at Chicago, Illinois, this 22nd day of July, 1982.