Form 1 NATIONAL RAILROAD ADJUSTMENT BOARD
SECOND DIVISION

Award No. 13822
Docket No. 13710
05-2-03-2-57

The Second Division consisted of the regular members and in addition Referee Edwin H. Benn when award was rendered.

PARTIES TO DISPUTE: (International Brotherhood of Electrical Workers
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(BNSF Railway Company

STATEMENT OF CLAIM:

"1. That the Burlington Northern Santa Fe Railway Company violated the current Agreement, effective April 1, 1983, as amended, and in particular Rules 13 and 32, when the Carrier wrongfully and arbitrarily refused to either promote Electricians G. Schultz, B. Lee and E. Budzyn to permanent Supervisors or return them to their previous Electrical Craft positions.

2. Accordingly, the Burlington Northern Santa Fe Railway Company be ordered to either promote Electricians G. Schultz, B. Lee and E. Budzyn to permanent full-time Supervisors or return them to their previous Electrical Craft positions.

3. That the Burlington Northern Santa Fe Railway Company be ordered to use Relief Supervisor positions as negotiated, relief positions."

FINDINGS:

The Second 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 were given due notice of hearing thereon.

The Organization asserts that the Claimants, who were working as temporary supervisors, be promoted to "permanent Supervisors or return them to their previous Electrical Craft positions."

The Carrier denied the claim asserting, in pertinent part, in its November 13, 2000 letter:

> "The employees you cite as relief foremen are volunteers to this position and could return to craftwork whenever they desire. Currently, I do not have the authority to establish permanent supervisor positions for these employees or authority to call back any employees to fill any positions in the West Burlington Shop."

The Organization relies upon Rule 32 of the Agreement, which provides:

> "Rule 32. SUPERVISOR -- TEMPORARY ASSIGNMENT
>
> An employee assigned temporarily to fill a Foreman's position will assume the hours of service applying to such position and will be paid a differential of 20% above his daily rate of pay for all services performed as a temporary foreman."

Rule 32 is a pay provision. Rule 32 affords no rights to employees to be promoted to exempt supervisor positions on a permanent basis as the Organization seeks. The fact that the Claimants have received the increased pay benefits of Rule 32 for some time does not change the nature of the assignment — it is a "temporary assignment".

Rule 13 (Bulletining Vacancies and New Positions) also cited by the Organization similarly affords no rights to employees to be promoted to exempt supervisor positions on a permanent basis.

We find no arbitrary action by the Carrier. The claim shall be denied.

AWARD

Claim denied.

ORDER

This Board, after consideration of the dispute identified above, hereby orders that an Award favorable to the Claimant(s) not be made.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Second Division

Dated at Chicago, Illinois, this 1st day of April 2005.