

The Third Division consisted of the regular members and in addition Referee Herbert L. Marx, Jr. when award was rendered.

PARTIES TO DISPUTE: (Cheryele Rolfe
(
(National Railroad Passenger Corporation (Amtrak)

STATEMENT OF CLAIM:

1) Carrier violated Article XI, Section 1 of a December 11, 1981 National Agreement which was made part of the May 27, 1982 Agreement between the Carrier and the Union when it failed to compensate me at the full Reservation Sales Agent rate of pay during the period from May 22, 1984 through May 22, 1986 and, instead, compensated me at a reduced rate for my first twenty-four months of service at the Western Reservation Sales Office.

2) Carrier shall now be required to compensate to me an amount of money equal to the difference between what I should have been paid during the twenty-four (24) month period and what I would have been paid had I been paid at the full rate."

FINDINGS:

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

The carrier or carriers and the employe or employes involved in this dispute are respectively carrier and employes 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 entered the Carrier's service on May 21, 1979. She held the classification of Chief, On-Board Service, a position represented by the American Railway and Airway Supervisors Association. On May 22, 1984, she transferred to the classification of Reservation Sales Agent, a position represented by the former Brotherhood of Railway and Airline Clerks (now Transportation*Communications Union). During her initial two years (completed on May 22, 1986), the Claimant was paid under the provisions of Article XI, Section 1 (a) and (b), providing for pay of less than applicable rate for a two-year period.

A Claim was filed on the Claimant's behalf on July 16, 1987, contesting the propriety of the pay rate received by the Claimant up to May 22, 1986.

The Carrier argues, as a procedural matter, that the Claim is untimely under Rule 25 (a), which reads as follows:

"(a) All claims or grievances other than those involving Discipline (Rule 24) must be presented in writing by or on behalf of the employee(s) involved, to the supervisor within sixty (60) days from the date of the occurrence on which the claim or grievance is based."

The Board finds that the Claim was filed well in excess of the 60-day period specified in Article 25 (a); that is, more than 60 days after the completion of the initial two-year period of service as a Reservation Sales Agent. The Board is thus without authority to review the matter on its merits.

A W A R D

Claim dismissed.

NATIONAL RAILROAD ADJUSTMENT BOARD
By Order of Third Division

Attest: 
Nancy J. Dever - Executive Secretary

Dated at Chicago, Illinois, this 4th day of December 1989.