

**CANADIAN RAILWAY OFFICE OF ARBITRATION
& DISPUTE RESOLUTION
SUPPLEMENTARY AWARD TO
CASE NO. 4024**

CANADIAN NATIONAL RAILWAY COMPANY

And

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL
WORKERS' UNION OF CANADA (CAW-CANADA)**

Based on the parties written submissions

SUPPLEMENTARY AWARD OF THE ARBITRATOR

By letter dated July 27, 2011 the Union's representative requested clarification of the award herein dated July 18, 2011. The Arbitrator gave notice to the Company and awaited full submissions from both parties. Those submissions have now been received.

Je considère que la position en droit du Syndicat est correcte. Mais, en autant qu'elle a toujours accepté la pratique de l'employeur en ce qui concerne la portée et l'intention de l'article 17.8 de la convention collective, elle ne peut pas changer cet état de choses, du moins pas avant la fin de la durée de la convention collective qui est en vigueur. De retour à la table de négociation les parties seront alors en mesure de traiter de la portée de l'article 17.8 sur une base équitable.

I am compelled to conclude that the position of the Company is correct. The award speaks in the present tense and clearly refers to the duration of the current collective agreement. Moreover, that is more consistent with equitable principles. The mere filing of the Union's grievance, absent an arbitral ruling on its merits, did not place the Company in a position of meaningful knowledge as to the ultimate meaning of the disputed article of the collective agreement. It is only upon the issuing of this Office's award that the issue of unfair jeopardy to the Company crystallized. It is at that point that the period of estoppel properly commences.

In the result the Company is correct in its understanding of the award. The estoppel shall operate until the end of the current collective agreement.

August 9, 2011

(signed) MICHEL G. PICHER
ARBITRATOR