

**CANADIAN RAILWAY OFFICE OF ARBITRATION**  
**SECOND SUPPLEMENTARY AWARD TO**  
**CASE NO. 2190**

concerning

**CANADIAN NATIONAL RAILWAY COMPANY**

and

**UNITED TRANSPORTATION UNION**

**SUPPLEMENTARY AWARD OF THE ARBITRATOR**

The Arbitrator has received and considered written submissions filed by the parties with respect to the final conditions attaching to the reinstatement of Mr. Musslewhite. The Arbitrator's ruling was conveyed to the parties in a conference call on December 3, 1993. In keeping with the parties' agreement, this supplementary award reflects the conclusion conveyed by the Arbitrator.

The Arbitrator finds and declares that the letter of conditions which the Company presented to Mr. Musslewhite, dated October 5, 1993 is in keeping with the conditions originally established in the award of October 24, 1991, with two exceptions. The Arbitrator finds that paragraphs 5 and 6 of the letter, as originally proposed, are not within the conditions of reinstatement determined by the Arbitrator in the original award. The rights of Mr. Musslewhite in relation to the conductor-only agreement, having regard to his eligibility to sever from the Company, to voluntarily occupy a furlough board, or any other matter, are in no way reduced or qualified by his reinstatement under the terms of the Arbitrator's award. Paragraphs 5 and 6 of the letter are, therefore, to be removed. The balance of the conditions described in the letter, and the requirement that the grievor himself sign the letter are in keeping with all of the conditions established by the Arbitrator, and Mr. Musslewhite must sign the letter, as amended by this award, as a precondition to his reinstatement.

The Arbitrator is satisfied that the Company was in possession of all necessary information with respect to the circumstances relating to Mr. Musslewhite's reinstatement no later than October 5, 1993. The delay in the grievor's reinstatement from that point must be attributed to the Company, to the extent that the conditions established in paragraphs 5 and 6 were terms which Mr. Musslewhite was fully entitled to decline to accept. In the circumstances the Arbitrator therefore orders that the grievor be compensated for all wages and benefits lost from October 6, 1993, inclusive, to the date of his reinstatement into employment.

As indicated to the parties during the conference call, the Arbitrator continues to retain jurisdiction.

DATED at Montreal this 7<sup>th</sup> day of December 1993

**(signed) MICHEL G. PICHER**  
**ARBITRATOR**