

**CANADIAN RAILWAY OFFICE OF ARBITRATION
& DISPUTE RESOLUTION**

2ND SUPPLEMENTARY AWARD TO

CASE NO. 3464

Heard in Montreal, Wednesday, 14 December 2005

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

UNITED TRANSPORTATION UNION

A hearing was held in this matter in Edmonton, Alberta on Wednesday, 13 June 2007,

There appeared on behalf of the Company:

K. Morris	– Manager, Labour Relations, Edmonton
B. Laidlaw	– Manager, Labour Relations, Winnipeg
D. Crossan	– Manager, Labour Relations, Prince George
G. Karpo	– Trainmaster, Jasper

And on behalf of the Union:

M. Church	– Counsel, Toronto
R. Barr	– Interim General Chairperson, Edmonton
R. Thompson	– Local Chairperson, Jasper
T. Carroll	– Local Chairperson, Jasper
B. Boechler	– Witness
R. Hackl	– Witness

2ND SUPPLEMENTARY AWARD OF THE ARBITRATOR

(as amended July 20, 2007)

After a careful review of the material, the Arbitrator cannot sustain the position of the Union with respect to an alleged surplus of employees at Jasper so as to justify the awarding of early retirement opportunities. While the figures tabled before the Arbitrator would indicate what

appears to be an artificial inflation of the spareboard at Jasper, in fact the reality is that during 2006 the Company had difficulty securing sufficient manpower to handle the work in Jasper, needing to resort to members of supervision to operate trains on occasion. That seems to have developed as a result of a change in operations in the Jasper triangle, and the attempt by the Company to establish a single Jasper West pool to service Blue River and McBride. While that arrangement is the subject of another award (**CROA&DR 3621**), the decision of the Company to follow an interpretation, which has not been sustained by this Office, to increase efficiency in the Jasper triangle and reduce deadhead time was a good faith, albeit erroneous, attempt by the Company to improve operations. Whether Jasper would or would not have experienced a surplus but for that initiative is less than clear for the purposes of this award. The Arbitrator cannot, therefore, sustain the position of the Union that the granting of early retirement opportunities under the Conductor-Only Agreement would necessarily have occurred in Jasper.

A different conclusion arises, however, with respect to Smithers. It does not appear disputed that in January of 2006, just after the retirement of Conductor Tom Cormack, a furlough board was established at Smithers. In fact, Conductor Cormack had requested an early retirement opportunity in December of 2005. I am satisfied that he did so in conditions where there was an effective surplus of employees at Smithers. The Arbitrator therefore directs that an early retirement opportunity be awarded to Conductor Cormack, to be credited against the terminal of Smithers.

July 16, 2007

(as amended July 20, 2007)

(signed) MICHEL G. PICHER
ARBITRATOR