

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

**SUPPLEMENTARY AWARD TO  
CASE NO. 3719**

Heard in Calgary, Wednesday, 11 March 2009

Concerning

**CANADIAN NATIONAL RAILWAY COMPANY**

and

**TEAMSTERS CANADA RAIL CONFERENCE**

**EX PARTE**

**DISPUTE:**

Claim by the Union that the Company has failed to comply with the cease and desist order as directed by the Arbitrator in the original award.

**FOR THE UNION:**

**(SGD.) R. A. HACKL**

**SR. VICE-GENERAL CHAIRMAN**

There appeared on behalf of the Company:

D. VanCauwenbergh – Director, Labour Relations, Edmonton  
K. Morris – Manager, Labour Relations, Edmonton  
J. Thompson – Assistant Superintendent Operations, Winnipeg  
B. Cox – Trainmaster, Melville

And on behalf of the Union:

D. Ellickson – Counsel, Toronto  
B. R. Boechler – General Chairman, Edmonton  
R. A. Hackl – Vice-General Chairman, Edmonton  
M. Rutzki – Secretary, GCA, Melville

## **SUPPLEMENTARY AWARD OF THE ARBITRATOR**

By an award herein dated January 19, 2009 this Office made the following declaration and direction:

The grievance is therefore allowed, in part. The Arbitrator finds and declares that the Company has violated the IU agreement of April 5, 1999 by allowing CEMR employees to operate their trains within and across more than a single zone in Symington Yard, contrary to the agreement, that they have yarded at Fort Rouge in a manner not contemplated by the agreement and that they have handled or switched out CN cars, also contrary to the agreement. The Arbitrator therefore directs the Company to cease and desist from the continuation of these practices, and that it abide by the terms of the IU, taking all reasonable efforts to ensure that the CEMR also respect the limitation of that agreement.

The Union has alleged that the Company has failed to respect the cease and desist order issued by the Arbitrator, as noted above. Having heard the submissions of the parties the Arbitrator hereby declares that the Company has knowingly violated the Arbitrator's award in **CROA&DR 3719** on at least five occasions since January 19, 2009.

The Arbitrator directs that the Company compensate forthwith all employees adversely affected by these violations of the award and retains jurisdiction should the parties be unable to agree on the details of such compensation.

The Arbitrator further directs that the Company post for a period of not less than thirty days, in prominent places in the Winnipeg Terminal, a copy of the award in **CROA&DR 3719** as well as a copy of this Supplementary Award.

The Arbitrator retains jurisdiction in the event of any dispute concerning the interpretation or implementation of the original award herein, as well of this Supplementary Award. Any failure to honour the terms of these awards may result in serious consequences.

March 16, 2009

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