CANADIAN RAILWAY OFFICE OF ARBITRATION & DISPUTE RESOLUTION

CASE NO. 5121

Heard in Calgary, January 14, 2025

Concerning

CANADIAN NATIONAL RAILWAY COMPANY

And

TEAMSTERS CANADA RAIL CONFERENCE

DISPUTE:

Locomotive Engineer K. Reis, for a declination related to a "D5" claim submitted on January 16, 2016.

JOINT STATEMENT OF ISSUE:

On January 16, 2016, the grievor worked assignment Q11441-14 from Capreol to BIT Yard. After completing this trip, the grievor submitted a D5 claim on his time return for handling distributed braking container car number CNSU 0010 which the Union alleges required him to operate in distributed power mode.

THE UNION'S POSITION

The Union's position: Article 1.18 of the 1.1 Agreement states Locomotive Engineers operating a train in Distributive Power Mode will be paid an allowance of 1 hour for the tour of duty in addition to all other earnings.

Pay systems recovered \$28.82 from the grievor, stating the following in part:" You have submitted a claim on your working ticket under code D5 for handling Distributed Power. According to our records, your train included Distributive Container car no. CNSU 0010 was meant to increase the efficiency of the braking system in cold temperatures and did not operate with a locomotive in DP mode. We will, therefore, be making the necessary adjustments to recover this amount."

The Union submits that Article 1.18 does not state that locomotive Engineers must operate a locomotive in DP mode but must operate a train in Distributed Power mode.

The Union submits that the grievor took control of train Q11441-14 at the change-off point in Capreol. The grievor then proceeded to operate the train in Distributed Power Mode to his destination of BIT Yard.

The Union requests that the grievor be paid \$28.82 as per Article 1.18 of the 1.1 agreement, and any other Articles or arbitration awards, all with interest.

In the alternative, the Union requests that the penalty be mitigated as the arbitrator sees fit.

THE COMPANY'S POSITION

The Company disputes the Union's position and denies the Union's grievance in its entirety.

The Union alleges that the functionality of the Distributed Braking Container is part and parcel with the Distributed Power system operation screens, and that the Distributed Braking Container cars are impossible to utilize or otherwise incorporate into the operation of any train unless that train is operated in Distributed Power mode. The Union further alleges that the functions and Locomotive Engineers' responsibilities relative to Distributed Power Operations are identical for either a Distributed Power locomotive or a Distributed Braking Container Car. The Company denies these claims.

The Company submits that a Distributed Braking Car is a unit without any horsepower/traction, dynamic brake, or independent brake capability. It is limited to providing a supplemental point of train air brake control for assisting with train brake application, release, recharge and pressure maintaining.

The Company submits that while the Distributed Braking Container unit does have Distributed Power technology and capability, such technology and capabilities are not always in use. The Company submits that in the present case, train Q11441-14 was not operating in Distributed Power mode. Accordingly, the use of Distributed Braking Container equipment on train Q11441-14 does not attract payment of a D5 allowance under Article 1.18. Further, the Company submits that air braking cars were implemented before the advent of Distributed Power technology. Prior to the advent of Distributed Power technology, payment for the use of air braking cars was never issued. Distributed Braking Containers are a form of air braking cars and thus the presence of a Distributed Braking Container within a train without the train operating in Distributed Power mode does not automatically attract the payment of a premium.

For the Union: (SGD.) M. Kernaghan General Chairperson For the Company: (SGD.) T. Sadhoo Labour Relations Manager

There appeared on behalf of the Company:

J. Landmann	 Counsel, Norton Rose Fulbright, Calgary
S. Matthews	– Senior Manager, Labour Relations, Toronto
S. Grewal	 Senior Engine Service Officer,
T. Sadhoo	 Labour Relations Manager, Toronto
R. Fossen	 Counsel, Norton Rose Fulbright, Calgary
I. Khosa	 Counsel, Norton Rose Fulbright, Calgary
And on behalf of the Union:	

K. Stuebing

- M. Kernaghan
- C. Wright
- K. Reis

- Counsel, Caley Wray, Toronto
- General Chairperson, Trenton, Ontario
- Senior Vice General Chairperson, Barrie, Ontario
- Grievor, Peterborough, Ontario

AWARD OF THE ARBITRATOR

Background

[1] The Grievor was formerly employed as a Locomotive Engineer. He retired in 2022. On January 16, 2016, the Grievor submitted a "D5" claim for \$28.82. That Claim was submitted, as the Grievor was of the opinion he had met the requirements of Article 1.18 of Agreement 1.1 on that tour of duty. It was his opinion that since his train included an "Air Car", also referred to as a DBC, for "Distributive Braking Car", the requirements of Article 1.18 were met.

[2] Article 1.18 states:

Distributive Power

1.18 Locomotive Engineers operating a train in Distributive Power mode will be paid an allowance of 1 hour for the tour of duty in addition to all other earnings.

[3] The Grievor's claim was denied by the Company with the following explanation:

According to our records, your train included Distributive Container car no. CNSU 0010 [sic] was meant to increase the efficiency of the braking system in cold temperatures and did not operate with a locomotive in DP mode.

[4] This Grievance was filed against that decision.

[5] While both positions were very well presented and defended, for the reasons which follow, the Company has persuaded this Arbitrator its position represents the mutual objective intention of the parties for the application of Article 1.18.

[6] The Grievance is dismissed.

<u>Facts</u>

[7] Given the technical nature of this industry, it is not unusual that the parties educate the Arbitrator.

[8] It is not disputed that Air Cars were described by the Company to the Union in the following way: "...newest DBC equipment relies on DP technology and functionality for its

operation and control, as opposed to earlier DBC equipment which used TrainLink-ES IDU functionality for its operation" (Company responses to two grievances in 2016).

[9] It is also not disputed that the Air Cars provide "additional air and automatic" braking assistance to the train, as described in the Air Car Linking Procedure. Other cars may also assist in braking, but are not controlled through what has been described as the "DP Network".

[10] While Air Cars provide assistance for *braking* efforts, they provide no additional "power" to the consist to push or pull that consist.

[11] The Grievor's evidence was given through an Affidavit. His evidence was that the DBC car was placed "mid-train"; and that it was often used in colder temperatures to help the Grievor maintain consistent air pressure throughout the train. The Grievor stated he "maintained communication" with the DBC and maintained "consistent air pressure" remotely.

[12] The Grievor described using what he called his two "Distributed Power computer monitors" on his lead locomotive, to do so.

[13] He also described that he needed to "stage" or "split" his train at a crossing on this tour of duty; and did that using a specific procedure involving the "Distributed Power" monitors to "cut out" the brake valve, and stop the DBC from supplying air to particular parts of the train. That required him to use the "set out mode" on the Distributed Power screens.

[14] The Grievor's evidence was that those were the same steps were used whether this was a DBC or a remote locomotive requiring set out.

[15] To reconnect the train, he also took specific steps using the same screens to bring the car back online.

[16] His evidence was that when he yarded the train, he also used what he described as the "Distributed Power network" to set off the DBC and placed it in "boxcar mode".

[17] It was his evidence that if his train had not been "set up to operate in Distributed Power mode" that day, it would not have been possible for him to use DBC on that train, in the manner he described.

-4-

<u>Arguments</u>

[18] Given the technical nature of this dispute, particular attention has been paid to the wording used by the parties in summarizing the Arguments, in this Analysis.

[19] The Union argued the allowance was properly paid on these facts. It pointed out that "Distributed Power" is a term used to describe a specific type of what it has called a "locomotive control system" which system allows "*equipment*" which is located "*remotely*" in a train to be controlled from the lead locomotive. It argued that equipment was not only limited to remote locomotives, as this "*mode*" is used to control <u>both</u> DP locomotives and – as here – "Distributed Braking Container cars" ("DBC's or "Air Cars").

[20] It argued that Air Cars are placed on the Train to "assist with air charging and active braking" and "link to the DP network in order to provide air and respond to braking commands in the same way that a remote locomotive would do" (at para. 27), which provides efficiencies and powerful braking assistance to the train, especially in cold temperatures. It urged those "active braking features" can "only be controlled when the train is in DP mode" (at para. 21), as that mode must be set to "Run"; and that in this case, it was set to "run".

[21] The Union argued the Air Car is also "controlled" "using the DP computer screen on the lead locomotive consist" (at para. 39), using DP technology; that employees were instructed to use these cars the "same way" as DP locomotives; and that such cars are controlled the same way as DP locomotives. The Union pointed out that train crews must set up and test the Air Cars by using DP screens on the lead locomotive, in the same way as the LE does with a DP locomotive; that the LE must monitor "both the communication status and the airflow" of the Air Car, the same as would be done for a remote locomotive; and that if the train was stopped and separated – and upon yarding the train – specific steps must be taken, the same as with a locomotive operating as distributive power. It argued that DP mode can be required where no remote locomotive is present.

[22] For the Union, it is this fact of control of this car from the lead locomotive using DP "technology" that is important. It argued the same tasks must be followed in DP mode to incorporate a DBC as to incorporate a remote locomotive.

-5-

[23] While the Union noted that other types of braking cars existed, it pointed out those cars did not use DP mode as do the Air Cars. It argued the Grievor was required to *"maintain consistent air pressure"* while the Train was operating. It pointed out the Grievor was required to operate the train in DBC mode for those cars to have functionality on this train, as noted in his evidence The Union also focused on the parties' use of the operation of the *"train"* in DP mode, as distinct from operating the *"locomotive"* in Distributive Power mode, which it argued was an important distinction in Article 1.18.

[24] It argued that tractive effort is not required to qualify for this payment, given the wording of Article 1.18.

[25] For its part, the Company argued the term "Distributive Power" is a reference to "specific form of locomotive power control which allows for the synchronous and independent control of <u>multiple locomotives</u> or "engines" located at different points along a train" (emphasis in original). It urged that allows for "power" to be "distributed throughout a train, rather than concentrated only at the train's head". It argued this provided for "more uniform traction, reduced in-train forces, and enhanced braking performance" (all at para. 14).

[26] The Company argued that trains which have Distributed Power have this additional traction to push or pull. It argued that whether a train was operated in DP mode was dependant on whether the train contained "*multiple locomotives that are distributed throughout the train and equipped with DP technology*" (at para. 26). It pointed to the Union's own description of Distributive Power in **CROA 4561**, which it maintained supported this specialized and limited meaning: Distributive Power was described by the Union as "solely a mechanism that allows CN to increase tonnage and train length per train by distributing a power source throughout the train" (at para. 17).

[27] The Company argued the presence of an air car alone "without the existence of another locomotive...cannot be said to be operating in DP Mode" (at para. 7). The Company stated that "when the lead <u>locomotive</u> has DP capabilities, which utilizes radio technology, and the DBC car is linked to the lead locomotive, the DBC's air braking functions can be controlled by radio from the lead locomotive" (at para. 24; emphasis in original), which allows it to "communicate with the DBC car using DP technology" but that

-6-

"this does not mean the train is operating in DP mode" given the Air Car is simply providing a "source of air to the train" (at para. 25).

The Company distinguished Air Cars as "braking" cars – which provide additional [28] air supply to a train. It pointed out such cars do not add power to a consist. It pointed out that in its Step 2 Grievance response, the Company maintained that a braking car had no power capability, and was only an "adjunct to the air braking system" providing a "supplemental point of control" for air braking" (at para. 34). It noted that air braking cars "predated" Distributive Power technology. It therefore argued that Air Cars are not "part and parcel" of the Distributive Power operating system as argued by the Union; but contained "only an air compressor and brake system-associate equipment" without any horsepower or traction motors, and so cannot function as the "engine" of a train but only assist with braking. It pointed out that "air brake applications in DP Trains transmit throughout the train faster and more evenly than a conventional train", which allows a train with DP power to slow and stop more quickly and also allows it air brake system to recharge more guickly than a conventional train (at para. 16); and that "braking cars" could be operated without the train being in DP mode. It noted that 10 of these cars were added in 2015, and that the "purpose" of "any" air car was to provide "supplemental points of trainline air, particularly in cold weather conditions"....to "assist the train with brake application, release, recharge and pressure maintaining in long trainlines" (at para. 23).

[29] It pointed out that the Train Journal indicated "no" for distributive power, for each of the two locomotives on the Train. It argued that the locomotives on this train were linked by MU cables, and not by using distributive power. The Company also argued that Article 1.18 – which was negotiated in 2011 – was negotiated before the technology of the "Air Cars" as controlled from the locomotive was even contemplated, so it could not have been their mutual and objective intention.

[30] It pointed out the Grievor's request for this payment was denied, as the Company considered the Grievor to be operating in "*conventional mode*" and not "*DP mode*"; with the braking car to provide an "*additional source of air*" to "*increase the efficiency of braking through the use of air flow due to cold temperatures*" (at para. 32).

-7-

[31] In Rebuttal, the Union argued the "critical threshold" was how the Air Car was *controlled*. it argued the Company has recognized the train was "*operating in DP mode*"; it focused on the fact the Air Car was required to use DP technology, via computer screens in DP mode; that air cars help with air and braking "*just like a locomotive does*" (at para. 13); and that Article 1.18 did not limit the allowance to situations involving tractive effort. It argued the Company had not explained any other way the Air Car could communicate, except through DP technology; that this locomotive was equipped with DP screens to allow it to control this Air Car; and that method was in fact used in this instance to remotely control this car. It distinguished the situation being considered in **CROA 4561**.

[32] In Rebuttal, the Company argued that linking a braking car for "*communication purposes*" was not operating that car in DP mode (at para. 6), as it was the consistent monitoring and "*operation*" which would trigger the additional payment for the LE. It argued that to "operate" in "DP mode", the locomotive power must be "separated from one anotherdistributed throughout the train" (at para. 2). It pointed out that the Train's Journal clearly indicated that the locomotives on this train were not operating in "DP mode". It pointed out the multiple locomotives in this consist were located contiguously with each other and were operating in conventional mode. It refuted the Union's suggestion that the "*monitoring of the communication status and airflow of the DBC is analogous to operation of a locomotive in DP mode*" (at para. 7).

Analysis and Decision

[33] This dispute raises an issue of contract interpretation. The task of an Arbitrator for that type of dispute is to apply the "modern principle" of contract interpretation to determine the parties' mutual and objective intentions. This Arbitrator recently discussed the "modern principle" in detail in **CROA 4884** which is adopted – but not repeated – here. The principle was also summarized by this Arbitrator in **AH889**:

For a contract interpretation task, an Arbitrator is not to determine what the parties subjectively intended, but rather <u>must determine their mutual and objective</u> intention, by giving primacy to the "plain and ordinary" meaning of the words used to record their deal, in the context of the factual matrix which existed at the time the contract was made, and giving any specialized meaning to the words and/or

phrases used. That matrix is relevant as "surrounding circumstances", whether or not a contract is ambiguous (at para. 44, emphasis added).

[34] As noted by the Supreme Court of Canada, "surrounding circumstances" must always be considered by an Arbitrator as relevant, whether or not a contract is found to be ambiguous: see the discussion of that direction in **CROA 4884**. The Alberta Court of Appeal has also noted that the "labour relations" context is part of the relevant surrounding circumstances, as was also discussed in **CROA 4884**.

[35] In labour relations, collective agreements are contracts which are subject to periodic negotiation, giving parties the ability to bargain further changes during that process. That would include bargaining changes for technological advancements.

[36] The parties in this industry are no strangers to that necessity.

[37] Certain "canons of construction" are also applied in contract interpretation, to determine the mutual and objective intention of the parties. For example, it is assumed that the parties were intentional in their word choices, such that all provisions should work together harmoniously. No provision should be rendered meaningless through the interpretive exercise.

[38] As also recognized by Arbitrators in this industry, the purpose of contract interpretation is not to rewrite the parties' Agreement or impose an Arbitrator's position of what is fair or reasonable. That remains the case whether or not technological change has occurred since the time the clause was negotiated.

[39] The relevant "factual matrix" to consider for this particular dispute are the uncontroversial and undisputed facts which existed when the contract was n*egotiated* in 2011, and also any specialized meaning to the words used.

[40] The issue in this dispute is whether the consist was "operating" in "Distributed Power mode"? To resolve those questions relating to the meaning of "Distributed Power" in this industry and when a train is "operating" in "Distributive Power mode" *for the application of Article 1.18* are raised.

[41] The arguments of the parties in this dispute flow from the differing way that each has looked at these issues: For the Union, the focus is on whether the technology is used

-9-

by the Air Car, <u>even if</u> for a different purpose than providing "power" to a consist; given that it uses the "mode" function on the train; is controlled from the same computer screen and the LE has responsibility for monitoring aspects of that car. For the Company, the dispute turns on whether "<u>power</u>" is being added through that system by a remote locomotive. The Company has also focused on the fact the clause was negotiated in 2011, before Air Cars were contemplated.

[42] As an initial point, I do not find the wording which is used in Article 1.18 to be ambiguous. Under contract interpretation principles, <u>all three</u> words of the phrase "*Distributed Power mode*" referred to in Article 1.18 must be given meaning, as must the parties use of the word "*operating*" a train. The factual context which existed at the time the contract was negotiated in 2011 – including that there were no "Air Cars" then in existence – is also relevant to determining the mutual and objective intention of the parties.

[43] Turning to Article 1.18, it is an undisputed and uncontroversial fact that "Air Cars" were not purchased by the Company until 2015, while Article 1.18 was negotiated by the parties in 2011.

[44] The words "Distributive Power" are capitalized in the Article. Upon review of the evidence, I am satisfied that "Distributive Power" has a specialized meaning in this industry.

[45] First, the word "*power*" itself has a specialized meaning in this industry. I am satisfied that the word "*power*" refers to "*locomotive power*". When a crew is instructed "*yard their power*" in this industry, that is a directive to yard their locomotive. A locomotive engine cannot be placed into "boxcar mode" as can an Air Car. The term "distributive/ed" when used in conjunction with the word "power" refers to the location of that "power" being *other than* at the front of the consist, being "distributed" throughout the Train.

[46] The Company urged that the Union has already recognized that "Distributive Power" is a specialized term that refers to "*locomotive* power", which is placed at a location other than next to the lead locomotive, in a train consist. It argued the Union recognized this in its submissions filed with this Office relating to **CROA 4561**.

[47] That is a compelling argument. I am satisfied that in its own submissions for the dispute resolved in **CROA 4561**, the Union described its *understanding* of the meaning of "Distributive Power" – to this Office - as involving "*locomotives*" which are located "*remotely*" in the following manner:

Distributed Power (DP) is a term used to describe a specific type of locomotive control system that allows powered locomotives to be located 'remotely' in a train other than at the head end.

Using DP, <u>locomotives placed in a midtrain and/or tail-end position are controlled</u> by the locomotive operator from the 'lead' locomotive. The DP system provides control of the 'remote' locomotive using command signals transmitted over a radio link with the train's brake pipe acting as a back-up link. DP allows for more uniform, tractive effort, reduced in-train forces and more effective brake applications.

...<u>DP power is solely a mechanism that allows CN to increase tonnage and train length per train by distributing a power source throughout the train thereby reducing the in-line train forces to each rail car knuckle.</u>

DP Power is a simple application of physics. <u>DP power adds a power source at</u> location or locations throughout the train...

(emphasis added).

[48] While the Union attempted to retreat from that description for this dispute, the Union's understanding of that term <u>is</u> relevant for determining if a specialized meaning exists for a word or phrase, and what that meaning *is*.

[49] The Union relied on the Company's "Air Car Linking Procedure" for connecting an Air Car to the "Distributed Power Network" to support its arguments. After reviewing that document, I am satisfied it does not undermine that the meaning of "Distributive Power" in this industry relates to *locomotive power*. In fact, there are functions for the control of a locomotive that are <u>not</u> necessary for the control of Air Cars.

[50] That document states:

Air Cars are all designed to connect with locomotives using the Distributed Power Network and once they are brought online will provide air and respond to all the braking commands in the same way that a remote locomotive would do....

Operating crews should be taught that <u>these new air cars are DP units that provide</u> additional air and automatic air brake system control to the train, <u>without any</u> <u>tractive effort</u>, <u>dynamic brake</u>, <u>or independent brake capability</u>. Any function that the air car does not provide is represented on the DP Operations Screen on the lead locomotive as a series of blank dashes (---) that simply denote that this function is not provided by the air car unit (bold emphasis in original; underlined and italicized emphasis added).

[51] "Air Cars" do not have the "power" aspect of "Distributed Power"; they offer no tractive effort to the consist, as would a locomotive. While the Company described the Air Cars as "DP units" in this Procedure, it also emphasized that they were units which did <u>not</u> provide any "power" to the consist. It also pointed out in that Procedure that Air Cars would <u>not</u> use all functions which are used when locomotives are remotely placed.

I am satisfied that the term "Distributive Power" is a specialized term in this [52] industry. I am further satisfied that in 2011 – before Air Cars were even contemplated – that term as used by the parties referred to the situation where *locomotive* energy is distributed throughout the train through the use of a remote *locomotive* engine; which power was then be controlled by an Engineer in a lead locomotive. I am satisfied "Distributive Power" does not merely refer to a system that does not involve a locomotive which *could* provide other types of assistance to a train, such as additional braking ability in cold weather. I am therefore not convinced that using the "DP network" to connect to a train and so use air pressure to enhance braking acts to convert those cars into "Distributive Power" as that term is understood in this industry. Whether or not the braking car can be viewed from the same screen used when remote locomotives are configured to provide extra power; or whether it requires a specific set up that is *also* required when connecting remote locomotives, that equipment is not a locomotive and provides no "power" to push or pull this consist; it does not provide a source of "power" to the lead locomotive that must be remotely controlled as "Distributive Power" by the Locomotive Engineer.

[53] The next question is whether the word "*mode*" serves to modify that term to capture other types of equipment that may use this technology, even after 2011.

[54] For the following reasons, I am satisfied it does not.

[55] While I recognize that there is a "mode" function button on the train which must be set to "run" when Air Cars are incorporated in a train, the Union's interpretation asks that this Arbitrator ignore the phrase "Distributed Power" as that term was understood – and

-12-

what that "mode" controlled – in 2011 when this term was negotiated and this payment offered. That factual context cannot be ignored in an interpretive exercise. It is relevant. In 2011, when Article 1.18 was negotiated, the "Distributive Power" which existed related <u>only</u> to remote *locomotives*. There were no other cars which could connect to – or use – the "DP Network" at that time, that could have been in the contemplation of the parties when they used the term "Distributive Power mode".

[56] The Union has argued that Article 1.18 does not refer to the operation of a *"locomotive*" in DP mode, but to the operation of a *"train*" in that mode, which it argued was significant.

[57] There are three fundamental difficulties with this argument: a) It is distinction without a difference, given that a "train" cannot "operate" without locomotive power providing it tractive effort. *How* that locomotive power is configured directly relates to how that train "operates"; b) in this industry, the term "Distributive Power" has a specialized meaning, referring to a *remote locomotive* adding tractive effort to a train; and c) that term had this specialized meaning *in 2011 when this Article was negotiated*, given that there were no other cars at that time that could use that "mode".

[58] While the Union in this case has referred to the importance of the use of the computer screen in the locomotive and the use of the DP technology relating to this Air Car, if an Air Car is not "Distributed Power" in the first place, it is difficult to understand how it could contribute to a train *operating* in a "Distributive Power" manner.

[59] The factual context of 2011 - and the Train Journal - are compelling. I am satisfied the Train's Journal demonstrated that *neither locomotive in this consist was configured to operate as Distributive Power*. Under the Column for "DP relating to each locomotive, is listed the letter "N" for "no". The locomotives in this case were not set up physically to operate in DP mode, given they were placed next to each other in this consist. No "power" was therefore being "distributed" in this train, by a locomotive, while it was operating.

[60] While the Union urged that not much weight be placed on the Train Journal, the Train Journal is compelling evidence for the question of whether the train was in fact *"operating"* in "Distributive Power mode", regardless of whether the mode function button

-13-

in the cab needed to be pushed to "run" on setup for the DBC car, or if there were similarities in setup and set off between locomotives and Air Cars.

[61] The goal of contract interpretation is to determine the "mutual objective intention of the parties" at the time they negotiated their contract. To provide the word "mode" with the narrow interpretation urged by the Union would contort Article 1.18 in an attempt to apply it to a situation which was never envisaged by the parties at the time the clause was negotiated, given that Air Cars were not in the contemplation of the parties in 2011. It would provide to Union members a payment for something that was not subject to negotiation, given - at that point in time - only remote locomotives could be operated in "Distributive Power mode".

[62] The Union's interpretation would "strip" the term "Distributive Power" of its meaning. An interpretation is not to be preferred which has the result of stripping a specialized term of meaning.

[63] It was not the mutual and objective intention of the parties in 2011 that operating a train in "Distributive Power mode" would refer to other than the operation of remote locomotive power.

[64] As the Union has not met its burden of proof to establish the Collective Agreement was breached when the Grievor's request was denied, the Grievance is dismissed.

I remain seized with jurisdiction for any questions relating to the implementation of this Award; to correct any errors; and to address any omissions, to give this Award its intended effect.

Juger Partel

CHERYL YINGST BARTEL ARBITRATOR

April 3, 2025