CANADIAN RAILWAY OFFICE OF ARBITRATION & DISPUTE RESOLUTION

CASE NO. 5187

Heard in Ottawa, June 10, 2025

Concerning

CANADIAN PACIFIC KANSAS CITY RAILWAY

And

TEAMSTERS CANADA RAIL CONFERENCE

DISPUTE:

Was the Company within its rights to assign a Duty Rest Period Rule ("DRPR") reset break to Conductor Gagandeep Singh ("the Grievor") at the away from home terminal ("AFHT") on March 22, 2024 and should the Grievor have received a held away payment as a result of having been assigned a reset break at the AFHT.

JOINT STATEMENT OF ISSUE:

The Grievor was placed on a DRPR reset break at the AFHT on March 22, 2024. He had worked 5 days and 18 hours since his last reset March 14-15.

The auditor denied the auto generated held away payment of $1,131.60.

Union Position

For all the reasons and submissions set forth in the Union's grievances which will be relied upon, the Union contends the Company is in violation of Article 8.

On March 22, 2024, Conductor Gagandeep Singh was called in straightaway service from Chapleau to the AFHT of Cartier on train 420-21 at 1400 and reported off duty at 2020 and booked no personal rest.

- After completion of his tie-up Cndr Singh had regulatory rest applied by the Company's Regulatory Specialist to 0600 on March 24th, 2024 (off-duty as noted March 22 at 2020).
- Cndr Singh did not require a Regulatory Reset Break to commence until March 24th, 2024, at 0144, allowing him more than enough time to deadhead or work home.
- The Company chose to call Cndr Singh for this tour of duty instead of providing a reset break at the Home Terminal.
- Cndr Singh was subsequently called March 24th, 2024, to return home on train 105-23 at 0820 with HA ending at 0919.
- Cndr Singh was at the AFHT for a total of 36 hours and 59 minutes.
- Cndr Singh was paid for 26 hours and 59 minutes of held away, which was auto generated, totaling $1131.60 in the same manner as HA is always done.
- On March 25, 2024 the Company Auditor removed the auto-generated held away payment of $1131.60 (26 hours 59 minutes) and provided the following comments for the HA decline:

"Reset at AFHT. Not entitled to held away"

- Cndr Singh was provided with no held away payment although his Collective Agreement provides for payment.

The Union believes the Company without a doubt has violated the CLC “freeze period” by their new unilateral rules on Held Away and its’ subsequent payment as provided in Article 8. Based on this alone the Company must compensate employees HA as earned.

The Union believes by the Company initiating the Regulatory Reset Break at the AFHT was/is simply a punitive measure in an attempt to try and blame the Union for what Transport Canada implemented where Duty and Rest Period Rules are concerned. TC had an expectation that reset breaks would take place at the employees’ home terminal which only makes sense. How can an employee ever get proper reset rest at the AFHT? It just cannot happen.

The Union further argues the declination of Mr. Singh’s Held Away payment, that was initially auto generated then denied by the Auditor, is an outright violation of Article 8.

Article 8 is clear, employees going off-duty at the AFHT are entitled to Held Away payments as outlined in the noted Article.

In this case Mr. Singh booked no personal rest and after being at the AFHT for 10 hours, he now goes on HA payment at 12.5 miles per hour. Once Mr. Singh was held for 14 hours or more, he now goes on HA payment of 18.75 miles per hour. The noted chart further provides that if an employee is on mandatory rest at the AFHT they still start their HA payment after 10 hours.

The Company has unilaterally changed Article 8 in violation.

There can be no doubt that if the Company wants the Held Away provisions changed, they must bargain accordingly and if no agreement to change has been reached, Article 8 and its intent must remain. The Company does not have the right to change the provisions of Article 8 unilaterally.

This can be easily fixed, provide an employee’s reset break at their home terminal as the Company was initially doing. The new handling of reset breaks at the AFHT only started in March of 2024. The Company is estopped from this unilateral change to Article 8. It must further be noted that mandatory and/or regulatory rest followed agreed upon held away provisions. At no time during the DRPR discussions or in the Company’s 2021/2022 contract demands did they look to change HA where reset breaks were concerned.

The Company did not respond to the Union’s step 3 grievance within the mandatory timelines as provided in the CBA in violation of Article 40.02 and the Letter Re: Management of Grievances & the Scheduling of Cases at CROA, as well as in violation of CROA 4870. Collective Agreement Article 40.04 requires payment of the disputed claim.

For the foregoing reasons the Union request that the Company abide by the agreed upon terms of the Collective Agreement Article 8. Account the reset break is initiated by the Company at the AFHT, in doing so, the employee is held at the AFHT and should not further be punished by non-payment of held away.

The Union further request the Company cease regulatory reset breaks at the AFHT, it serves no positive rest reset and is a punitive measure keeping an employee from their home and family. If it is the Company elects to do this, then payment per Article 8 must be provided.

The Union requests the Company provide Mr. Gagandeep Singh his held away compensation ($1131.60) with interest.

Company Position

The grievance is without merit and should be dismissed, in its entirety.

Regarding the Union's contentions concerning the grievance responses, the Consolidated Collective Agreement Article 40.04 is clear in that the remedy for failing to respond to a grievance is escalation to the next step in the grievance process. Based on the submission of the Union's final step grievance, it is also clear the Union acknowledges article 40.04 and has progressed to the next step of the grievance procedure. The Union has no valid claim to other or further relief. Without prejudice to the aforementioned, the Company responded to the Union's Step 3 grievance on July 29, 2024, well in advance of the Union progressing the file to Arbitration.

There are no provisions in the Consolidated Collective Agreement or any other agreement between CPKC and the TCRC that address where, when and how DRPR reset breaks are to be assigned. The DRPR rules do not require that reset breaks happen only at an employee's home terminal. This is something that Transport Canada has made clear to both parties. The Company has the right to assign reset breaks to employees at the AFHT.

The Consolidated Collective Agreement does not require held away pay to be provided to employees on regulatory rest at their AFHT. Article 8.01(2) of the Consolidated Collective Agreement provides for an entitlement to Held Away pay only for employees who are available for work at a location other than their home terminal but who are not called for work by the company after 10 hours.

In order to be entitled to held away pay, an employee must be available for work. An entitlement to held away pay can only begin to accrue after an employee has taken all of their regulatory rest. The entitlement to a held away premium is premised on the fact that the employee is available to work but the company is not in a position to assign work to the employee. Held away pay has never been paid to employees who are unavailable to work as a result of being on a regulatory rest break.

It is well established that crew members who are unavailable to work once at their AFHT for reasons such as illness are not entitled to held away pay for the period they are unavailable to work. There is no reason that the same rationale should not be applied to reset breaks. It is not a premium that is triggered for employees not permitted to work pursuant to the DRPR rules.

The TCRC's allegations that the Company has breached the statutory freeze provisions of the Canada Labour Code have already been assessed and rejected by the Canada Industrial Relations Board.

The Company maintains that there is no violation of the Collective Agreement or DRPR and requests that the Arbitrator dismiss the Union's grievance.

For the Union:	**For the Company:**
(SGD.) D. Psichogios	**(SGD.) F. Billings**
General Chairperson	Director Labour Relations

There appeared on behalf of the Company:

F. Billings	– Director, Labour Relations, Calgary
D. Guerin	– Managing Director, Labour Relations, Calgary

And on behalf of the Union:

K. Stuebing	– Counsel, Caley Wray, Toronto
D. Psichogios	– General Chairperson, CTY-E, Montreal
J. Diggles	– Senior Vice General Chairperson, CTY-E, Mactier
B. Baxter	– Junior Vice General Chairperson, CTY-E, Toronto
D. Fulton	– General Chairperson, CTY-W, Calgary
G. Lawrenson	– General Chairperson, LE-W, Calgary

J. Bishop – General Chairperson, LE-E, Severn
S. Orr – Senior Vice General Chairperson, LE-E, Smithsfall

AWARD OF THE ARBITRATOR

Context

1. This matter concerns the right of the Company to order a reset break at an Away From Home Terminal ("AFHT") together with a claim for Held Away ("HA") pay under article 8.1 of the Collective Agreement, when the Grievor was required by the Company to take his reset break at an AFHT.

Issues

A. Was the Company within its rights to assign a Duty Rest Period Rule ("DRPR") reset break to the Grievor at the AFHT on March 22, 2024?

B. Was the Grievor entitled to a HA payment as a result of being assigned a reset break at the AFHT?

A. Was the Company within its rights to assign a Duty Rest Period Rule ("DRPR") reset break to the Grievor at the Away from Home Terminal ("AFHT") on March 22, 2024?

Position of Parties

2. The Union submits that there was no bona fide reason for applying a reset break to the Grievor while he was at the AFHT. Doing so greatly increased his time away from home, inhibited rest and prevented the Grievor from being with his family and taking care of personal needs.

3. It submits that the decision was contrary to the DRPR Application Guide and its own practice in having the reset break at the AFHT rather than the Home Terminal. It pleads that no operational reason has been put into evidence by the Company to hold the Grievor away, rather than getting him back to his Home Terminal. There were multiple ways this could have happened, while respecting the DRPR.

4. The Company argues that there is no requirement in the DRPR for a reset break to take place only at the Home Terminal. The DRPR Application Guide is not a regulation and is not binding on the Company. It notes that the Company never agreed to such a limitation. It points to the fact that the DRPR was a new requirement, and that the Company was having to make adjustments over time. In this case, the practice the Company had been using to permit reset breaks to occur at the Home Terminal had been challenged by Transport Canada, which required a greater number of reset breaks at AFHTs.

Analysis and Decision

5. In November, 2020, Transport Canada issued Duty and Rest Period Rules for Railway Operating Employees (see Tab 3, Union documents), which came into effect in May 2023. The Rules were intended to address issues surrounding fatigue management for safety critical positions such as Locomotive Engineers and Conductors.

6. The 2020 Rules provided standards for maximum duty and minimum rest times, as well as a new reset break requirement at least every 7 days:

> -s. 7.1 An employee's maximum duty period is 12 hours.
> -s. 8.1 An employee's minimum rest period is 12 hours at the home terminal.
> -s. 8.3 An employee's minimum rest period is 10 hours, in an accommodation, when not at the home terminal.
> -s. 10.1 Freight railway companies shall provide a rest break that begins within any consecutive 7 days.

7. Section 3.1 defines rest periods and rest breaks as follows:

> reset break means:
> - for freight railways companies, a continuous period free from any duty period, that lasts, at a minimum, 32 hours and includes 2 periods of 8 hours undisturbed by the company that begin and end within the period between 22:00 and 08:00; and,
>
> rest period means:
> a continuous period free from any duty period that begins:

a. if at the home terminal, when the employee is released by the railway company from all activity at the end of a duty period; or
b. if not at the home terminal, when the employee arrives at the rest facility; and ends when the employee reports for duty at the location and time designated by the railway company; *(periode de repos)*

8. In March 2023, just prior to the implementation of the Rules in May 2023, Transport Canada issued an Application Document to provide guidance on the Rules. Of note is the guidance in relation to minimum rest and reset breaks:

> Section 6.3 Each employee shall have a designated home terminal.
>
> - Application: Each employee will have a designated home terminal. The home terminal will be used in the application of minimum rest periods and reset breaks.
>
> Section 10 - Minimum Time Free from Work Return to section 10 Additional Guidance:
>
> - It is considered a best practice to provide a reset break that is scheduled and at home, as it provides employees with the ability to plan their time away from work.
> - The DRPR include provisions that provide a balance between work assignments and necessary periods away from work. While the rule does not specify the location where the reset break is to be provided, it is Transport Canada's expectation that the rest break be provided at the home terminal. Providing a reset break that is scheduled and at home provides employees with the ability to plan their time away from work, to balance work and personal responsibilities, and is supported by fatigue science. Transport Canada recognizes that there may be special circumstances when it will not be possible to provide the reset break at home (e.g., an emergency, 14 days on/14 days off schedules). For these out of the norm situations, Transport Canada encourages a dialogue that respect the needs and preferences of the employees. TC will seek to clarify its expectations regarding the location of the reset break in the rule when there is an opportunity to do so. (Tab 6, page 29, Union documents, underlining added)

9. These requirements created considerable challenges for the Parties, requiring extensive consultations through a joint Union-Management DRPR Committee (see Tabs 4-8, Union documents).

10. While the Company always maintained both during the consultations and afterwards that there was no requirement under the DRPR to schedule reset breaks at the Home Terminal, minutes from the DRPR Committee of May 9, 2023 reflect that the Company VP Greg Squires stated: “That said, the Company will make best efforts to have Reset Breaks at the Home Terminal” (see Tab 8, Union documents).

11. The Company was able to schedule Reset Breaks at the Home Terminal from May 2023 to March 2024 (see paragraph 72, Union Brief).

12. In March 2024, Transport Canada officials objected to the Company practice of extending rest originally booked to make it a reset break, such that the number of AFHT rest breaks increased (see paragraphs 18-23, Company Brief).

13. In the present matter, the Grievor was given a reset break by the Company while he was at an AFHT, such that he was away from home for some four total days.

14. At issue is whether the Company has complete discretion to schedule reset breaks, whether at a Home or Away Terminal. The Company notes that there is nothing in the DRPR which requires the Company only to schedule these resets at Home Terminals. It notes further that the Application Document is not a regulation and that the document itself states that it “will seek to clarify its expectations regarding the location of the reset break in the rule when there is an opportunity to do so” (see Tab 20, Company documents).

15. I agree that even if Transport Canada has indicated that it is a “best practice” to schedule reset breaks at the Home Terminal, there is no statutory requirement to do

so. I further agree with the Company that it only undertook to provide “best efforts” to schedule reset breaks at the Home Terminal (see Tab 8, Union documents).

16. In **CROA 5110**, Arbitrator Yingst-Bartel found that the Company had not respected article 8.09 of the LE West Collective Agreement. That article states: “The Company will make every effort to return Engineer to his/her home terminal as soon as possible”. The Arbitrator awarded $2000 in damages for this violation. However, no such provision relates to the Grievor, who is a Conductor in the East.

17. I find therefore that the Company has discretion as to when and where to schedule reset breaks. However, the jurisprudence requires that discretion be exercised in a non-arbitrary and good faith manner (see **Bhasin v Hrynew** 2014 SCC 71; **Wastech v Greater Vancouver Sewerage and Drainage District** 2021 1 SCR 32).

18. With respect to the specific situation of the Grievor, he reported off duty at 2020 on March 22, 2024 at the AFHT. He was subject to a 10-hour mandatory rest period, ending March 23 at 0420, with an available call for an on-duty time of 0620, allowing 19 hours and 24 minutes to return home before the reset break became mandatory.

19. The Union argues that there were multiple opportunities for the Company to have the reset break take place at the Home Terminal: 1) it could have provided a reset break prior to the Grievor setting out to the AFHT; 2) it could have deadheaded the Grievor back to the Home Terminal after the expiry of his minimum rest or 3) it could have permitted the Grievor to work his turn home (see paragraph 141, Union Brief). It argues that the Company implemented none of these options and provides no operational reason for not having done so.

20. The Company argues that there are many operational related complexities that can arise during a typical workday such as lineup changes, outages, unplanned employee availability challenges (sick, book offs, etc) which directly affect train movements, employee cycle time and balancing of crews. It argues that when the Grievor

completed his mandatory rest in the AFHT, he was at 6.1 days since his last reset and the Company could not guarantee that he would be called for an assignment before the 7-day scheduling limit. It accordingly imposed a reset break at the AFHT (see paragraphs 47-48, Company Brief).

21. The Company argues, and I agree, that each case must be decided on its particular facts. However, the Union has set out multiple options which did not require the Grievor to have his reset break at the AFHT. The Company has not provided evidence of what operational impediments prevented the Company from getting the Grievor back to his Home Terminal prior to the 7-day limit. While there is no Collective Agreement provision similar to that found in **CROA 5110**, the undertaking of a senior Company official, VP Greg Squires, to the joint DRPR Committee, that it would make "best efforts" to get employees back to their Home Terminals for reset breaks must also bind the Company. Here, the Company has not provided evidence of what "best efforts" were used to get the Grievor back to his Home Terminal. In particular, no explanation has been given why an earlier reset while the Grievor was at his Home Terminal, or a deadheading home from the AFHT was not possible.

22. An exercise of Company discretion which clearly results in prejudice to the Grievor, when options are available which would not cause such prejudice, must be viewed as arbitrary, particularly in light of the undertaking of a senior official to avoid this outcome.

23. I therefore conclude that the Company has a discretionary right to assign employees to a reset break at an AFHT, but that such right may not be exercised arbitrarily. In this instance, the Union demonstrated that other options were available, and the Company did not demonstrate that operational requirements were such that "best efforts" did not permit the Grievor to take a reset break at his Home Terminal.

B. Was the Grievor entitled to a Held Away ("HA") payment as a result of being assigned a reset break at the AFHT?

Position of Parties

24. The Union submits that the clear language of article 8 of the Collective Agreement requires a HA payment after a specified number of hours. The Union submits that the Company's argument that the grievor must be available to work is not found as an exception to the right to payment. The Union submits that the jurisprudence supports its interpretation of the article.

25. The Company submits that HA pay only begins once the employee has completed his mandatory rest, but the Company has not been able to schedule work. In the case of a reset break, the employee is not available to work, and is therefore not entitled to a HA payment.

Analysis and Decision

26. Article 8 Held Away From Home Terminal reads as follows:

- UNASSIGNED SERVICE
    - Employee in pool freight and in unassigned service held at other than home terminal longer than 11 hours without being called for duty will be paid minimum freight rates on the basis of the table below (Add one hour to the Holdaway and Automatic Call columns for Non Conductor-only territory.) all time held in excess of 11 hours except that in cases of wreck, snow blockade or washouts on the subdivision to which assigned, Employees held longer than 11 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal.
    - In lieu of the provisions contained in the foregoing paragraph, Employee in pool freight and in unassigned service working on a territory on which the Company has implemented conductor- only train operations, held at other than the home terminal longer than 10 hours without being called for duty will be paid minimum freight rates on the basis of the table below for all time held in excess of 10 hours except that in cases of wreck, snow blockage or washouts on the subdivision to which

assigned, Employees held longer than 10 hours will be paid for the first 8 hours in each subsequent 24 hours thereafter. Time will be computed from the time pay ceases on the incoming trip until the time the crewmember either takes control of their train or locomotives for the working trip, or when deadheading; actual departure from the terminal.

- The decision to provide an automatic call or pay Heldaway at 18.75 miles will be at the Company's discretion. The graphic below applies to Conductor-only territory. Add one hour to the Heldaway and Automatic Call columns for non-conductor-only territory.

27. Both the jurisprudence and the CROA Rules are clear that arbitrators must apply the Collective Agreement, and are not free to ignore or amend it (see **CROA 3601**, **AH 243**, Rule 14).

28. A plain reading of article 8 reveals the following requirements before HA pay is earned:

1) An employee in pool freight or unassigned service;
2) Held at other than home terminal;
3) Longer than 11 (10) hours;
4) Without being called for duty;
5) Will be paid minimum freight rates based on the table below.

29. Here there is no doubt that the Grievor is on unassigned service, and was held at other than his home terminal for longer than 11 (10) hours. He has therefore satisfied the first three criteria.

30. The fourth criterion requires careful consideration. The Union correctly argues that the Grievor was not called for duty. The Company correctly argues that he could not be called for duty, due to the requirements of the DRPR reset break.

31. The jurisprudence has considered requirements for HA pay.

32. In the **Group Grievance re: Held Away Claim for Unassigned Work Train Service (Blakey and Whitehead),** Arbitrator Kaplan noted that when the parties wished to identify exceptions to Held Away, they did so, and no such exception was identified in that matter:

> However, the employees were eligible for held away. While the authorities once indicated otherwise, it is factually and legally material to note that the relevant collective agreement language has changed and there is nothing in any of the applicable provisions, LE or CTY, that excludes held away pay for these employees for time in excess of 10 or 11 hours. It is noteworthy that since 1995, following the 1987 CROA decision relied on by the employer, and collective bargaining between the parties, there is no daily pay guarantee for unassigned crews in work train service. Other provisions supporting the earlier interpretation were deleted. The earlier jurisprudence is, therefore, of no assistance in resolving this issue. What matters now is that where the parties have wished to identify exceptions to held away, they dearly did so. In addition, and while disputed, recent past practice supports the union position.

33. In **AH 805**, Arbitrator Clarke dealt with the issue of when employees could receive calls for duty when subject to the US Federal Railroad Administration hours of service regulations ("FRA"). He found that the calls could not be made until the rest period had finished, even if that meant that employees would receive HA pay:

> While this may result in employees receiving "held away pay" under article 8 of the CA, that result alone is not sufficient to discount the parties' existing negotiated wording. A change to that scenario must come from collective bargaining rather than from a rights arbitrator.

34. In **CPKCR and Arthur** 2024 CIRB 1114, Chair Brazeau considered whether various payments earned by the employee counted in the calculation of daily earnings. The Head of Compliance and Enforcement argued that HA pay should not be considered as the payment had not been made in exchange for work performed. The Chair found that whether the employee was actively on duty was not a determining factor:

> 92 The union takes the position that held-away pay should be included as part of the calculations since an employee receives this pay for performing work that kept them away from their home terminal. The union argues that this type of payment is comparable to statutory holiday payments, which are included in the calculations and in the definition of "wages," even though an employee is not performing duties during that time.
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> 93 Further, the union submits that the right to personal leave with pay was intended to guarantee an employee's total earnings during the period of leave. Section l 7(a) of the *Regulations* is clear in that only overtime payments are excluded. Other payments that normally consist of an employee's earnings should be included.
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> 94 Article 8 of the applicable collective agreement provides for a payment when an employee is held at a terminal other than

> their home terminal for longer than 10 or 11 hours (depending on the location) without being called for duty. The Head relied on the words "without being called for duty" to conclude that the payment had not been made in exchange for work performed and should therefore be excluded from the calculations.
>
> […]
>
> 96 In the Board's view, the payment for being held away is related to work performed that required an employee to be away from the home terminal for an extended period. The Board agrees with the union's contention that if an employee had not performed work for the employer, they would not have been required to be away from their home terminal for that period. Whether an employee is actively on duty is not the determinative factor. It clearly is not a factor to whether statutory holiday pay is included in the calculation. There is no exclusion from the calculation other than payment related to overtime. There is no basis to exclude held-away pay simply because the employee is not on active duty for a period of time. Accordingly, the held-away pay is to be included in the calculation of earnings for the purpose of section 17(a) of the *Regulations.*

35. While none of these cases are directly on point, they do provide guidance on interpretation of this criterion. Firstly, article 8 is clear on its face that payment is to be made if the employee is not called and the other criteria are met. Second, there is no mention of the employee being available for work, which would require this criterion to be read into the article. Such a read in would amount to an amendment to the Collective Agreement, which the Rules and jurisprudence prohibit. Thirdly, the Company could have called the Grievor after his mandatory rest, either for duty or to deadhead home. It did neither. Fourthly, such an interpretation recognizes that the Company has derived a benefit, and the Grievor has incurred a harm by being kept away from his Home Terminal. As noted by Chair Brazeau above: “The Board agrees with the union’s contention that if an employee had not performed work for the employer, they would not have been required to be away from their home terminal for that period”. Held Away pay also recognizes that staying in a bunk house with your colleagues, subject to Company rules, is not the same as being home with your family and friends, free to engage in all legal activities, with the only requirement that you be “fit for duty” when called (see **CROA 1953**, **CROA 4152** and **AH 800**).

36. The Company argues that the practice has been that an employee who falls ill while at an AFHT is not paid HA pay. It states that the reasoning is that the employee is no longer available for work. It submits that the situation here is analogous, as the Grievor is also unavailable for work. While worthy of consideration, I do not find that the two situations are directly analogous. In the first situation, the employee becomes unavailable due to illness. The Company is not involved in the circumstance by which the employee becomes unavailable. In the second situation, the Company is involved, by virtue of its discretionary power to decide when and where the reset break will occur. Here, it is the employee who is not involved.

37. I therefore find that the Grievor was not called for duty and the fourth criterion has been met.

38. Given that the first four criteria have been met, I find that the Grievor is entitled to the HA pay identified in the fifth criterion.

39. I am comforted that this interpretation is reasonable, as the payment is entirely in the control of the Company. If it arranges matters such that the reset break is made while employees are at the Home Terminal, no HA pay is owing. If the Company decides that operational requirements are such that it is preferable to hold the employee at the AFHT for the reset break, then that benefit to it comes with some compensation to the employee.

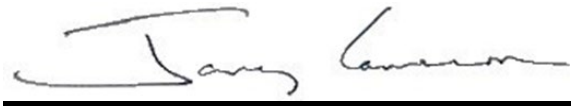
Conclusion

40. I find that the Grievor is entitled to HA pay under article 8 of the Collective Agreement.

41. Given the conclusion that the decision of the Company to impose a reset break at the AFHT was arbitrary, I find further that the Grievor is entitled to an additional payment of $500 in damages.

42. I remain seized for all questions of interpretation or application of this Award.

August 15, 2025



JAMES CAMERON
ARBITRATOR