CANADIAN RAILWAY OFFICE OF ARBITRATION

SUPPLEMENTARY AWARD TO

CASE NO. 3341

concerning

CANADIAN NATIONAL RAILWAY COMPANY

and

BROTHERHOOD OF LOCOMOTIVE ENGINEERS

SUPPLEMENTARY AWARD OF THE ARBITRATOR

Following the issuing of the award herein on June 13, 2003, the parties made written submissions to the Arbitrator requesting a conclusive interpretation with respect to the arguable application of article 19.1 of the collective agreement to the fact situation of the instant grievance. The award disposed of the grievance on the basis of System of Pay Agreement of October 26, 2000, an arrangement which is no longer in effect. It would appear that there are a number of outstanding grievances in similar fact situations which must therefore be resolved on the basis of the interpretation of the collective agreement. Therefore it becomes necessary to give an interpretation of articles 19 and 1.14 of the collective agreement in the context at hand.

As indicated in the original award, the language of article 19.1 appears clear with respect to the payment of the allowance specified in paragraph 1.14 of article 1. That allowance is payable to locomotive engineers "… who are required to pick up or set out a diesel unit (or units) **involving their locomotive consist** …" (emphasis added). Lest there be any doubt, article 19.2 clearly clarifies that the unit or units referred to in article 19.1 refers to a unit "… **which is coupled in the locomotive consist and is in charge of the locomotive engineer** …" (emphasis added).

In the circumstance the Arbitrator finds and declares that the reference to a diesel unit or units within article 19 refers to diesel units which constitute part of the locomotive consist operated by a locomotive engineer in relation to his or her own train. Where, as in the case at hand, a locomotive engineer is requested, after yarding his train, to pick up locomotive units for furtherance to another yard, that work cannot be fairly characterized as picking up or setting out diesel units which involve his or her locomotive consist. Article 19.1 and the allowance payable under paragraph 1.14 of article 1 would therefore have no application to the circumstance at hand. In the result, contrary to the position of the Company, the allowance would not be payable as stipulated in paragraph 1.14 of article 1 of the collective agreement. The Brotherhood is correct in its submission that the work in question would be payable under the terms of article 13.1 of the collective agreement.

September 19, 2003

(signed) MICHEL G. PICHER
ARBITRATOR