IN THE MATTER OF AN ARBITRATION

BETWEEN

CANADIAN NATIONAL RAILWAY COMPANY

(the "Company" or "CN")

and

TEAMSTERS CANADA RAIL CONFERENCE

(the "Union" or "TCRC")

GRIEVANCE OF CONDUCTOR ROBERT
Concerning Personal Leave Days

AH-816

SOLE ARBITRATOR: John Stout

APPEARANCES:

For the Company:
Tiffany O'Hearn Davies - Norton Rose Fulbright Canada LLP
Nicole Buchanan - Norton Rose Fulbright Canada LLP
Francois Daignault – Director, Labour Relations
Maud Boyer - Senior Manager, Labour Relations
Jean-Francois Migneault - Manager Labour Relations

For the Union:
Ken Stuebing - Caley Wray
Jim Lennie – TCRC-CTY Central General Chairperson – Hamilton
Glen Gower – TCRC-CTY Central Vice General Chairperson – Hamilton
Ed Page – TCRC-CTY Central Vice General Chairperson – Hamilton
Carter McDavid - TCRC-CTY Central Vice General Chairperson-Capreol
Mark Rushton - TCRC-CTY Central Vice General Chairperson-Halifax
Jostein Thorbjornsen - TCRC-CTY West Vice General Chairperson-Saskatoon

HEARING HELD BY ZOOM VIDEOCONFERENCE ON JANUARY 25, 2023

INTRODUCTION

[1] I was appointed by the parties pursuant to a March 2021 Letter of Understanding (LOU) made in accordance with item 21 of the November 26, 2019, Memorandum of Settlement between CN and the TCRC-Conductors, Trainmen, Yardpersons (CTY), which establishes an arbitration process that conforms to the respective Grievance Procedure(s) and the Canadian Railway Office of Arbitration & Dispute Resolution (CROA&DR) rules and procedures.

[2] The parties filed extensive written briefs prior to the hearing. The hearing was held by videoconference on January 25, 2023.

THE CURRENT DISPUTE

[3] The matter before me involves a grievance filed under Agreement 4.16, which is the collective agreement that applies to the Union's members employed by the Company in the Central Region of Canada (also referred to as the "Collective Agreement").

[4] The grievance was filed by the Union on behalf of Conductor Robert regarding payment and allotment of personal leave days (also referred to as "PLDs") pursuant to s. 206.6 of the *Canada Labour Code*, and an alleged subsequent violation of Article 96 of Agreement 4.16.

[5] The Union filed the following *Ex Parte* Statement of Issue:

EX PARTE STATEMENT OF ISSUE

1. On September 13th, 2021, Conductor Robert took Personal Leave Day pursuant to Section 206.6 of the Canada Labour Code.

2. Conductor Robert is a spare board employee operating out of Capreol, Ontario. As a spare board employee Conductor Robert is paid on a milage basis that varies from trip to trip and week to week.

3. Conductor Robert submitted a time claim for September 13th and the Company refused to apply and pay Conductor Robert in accordance with Section 206.6 of the Canada Labour Code in accordance with Canada

Labour Standards Regulations – Regulation 17. Further the Company removed a Personal Day from not only Conductor Robert but also from the Terminal allotment in Capreol for September 13th, 2021.

4. The Union grieved the violation. The Company opted not to comply with their contractual obligations at Step 2 of the grievance procedure and despite seeking and being granted an extension of time limits at Step 3 of the grievance procedure, still elected not to provide an explanation for their actions.

UNION POSITION:

5. It is the Union's position that the Company blatantly and indefensibly violated Article(s) 62.2, 85, 85.5 and 96 of Collective Agreement 4.16, as well as Section 206.6 of the *Canada Labour Code* and Arbitral Jurisprudence including but not limited to *AH 767* when they refused to properly compensate Conductor Robert for Personal Leave Days taken in accordance with the *Canada Labour Code*.

6. The Union contends, despite the Company's assertions, that there are no, nor have there ever been, negotiated provisions for the payment of Personal Leave Days under the *Code*. Payment for PLD's under section 206.6 of the *Canada Labour Code* contain a calculation for this purpose.

7. The Union further contends, that the five (5) personal leave days derived from the *Canada Labour Code* are separate and distinct from those contained in Article 96 of Collective Agreement 4.16, as they are only for specific purposes despite the Company's assertion to the contrary.

8. The Union notes that the Company has failed to identify which provision(s) of the 4.16 Collective Agreement that they are using to make any of the statement used for declining the claims at Step 1 and further to pay an employee who takes a paid PLD under the *Canada Labour Code*. Given the plain language of Part III section 206.6 and the examples given as instructions to employers it is clear that employees whose earnings differ from day to day are to be paid the average of the previous 20 days worked prior to them taking their paid PLD.

9. The Union seeks an order that the Company cease and desist from violating both Article 96 and Section 206.6 of the *Canada Labour Code* as well as compensate Conductor Robert et al, in accordance with the calculations contained in the *Canada Labour Code*, as claimed.

[6] The Company filed their own *Ex Parte* Statement of Issue, which provides:

EX PARTE STATEMENT OF ISSUE

1. On September 12, 2021, the Grievor requested a Personal Leave Day (PLD) pursuant to Section 206.6 of the *Canada Labour Code* for September 13, 2021.

2. The Company Officer did approve the PLD request under the *Canada Labour Code* and Agreement 4.16. The request was sent for processing, however, the pay office inadvertently missed the request for payment. This was corrected and the Grievor was paid a basic day of $225.47 in accordance with section 206.6 of the *Canada Labour Code* and section 17 of the *Canada Labour Standards Regulations* (the Regulations).

3. The Company removed one PLD from the Grievor's allotment of 12 PLDs under Article 96 of Agreement 4.16.

COMPANY'S POSITION:

4. Under Agreement 4.16, the parties have negotiated a method to calculate the rate of pay for a "basic day" of work. This is the rate of pay that has been negotiated under the Agreement 4.16 between CN and the Teamsters Canada Rail Conference CTY, which governs the Grievor's employment. This constitutes an agreed upon method pursuant to section 17(b) of the Regulations. The Company does not agree to have the Grievor made whole and paid for all lost earnings and have the PLD restored to the entitlement under Article 96, as it has been applied properly. It is the Company's position that given the overlapping nature of the PLD entitlements under Agreement 4.16 and the *Canada Labour Code*, the five PLDs under the Canada Labour Code are included in, not added to, the PLDs currently provided for under Article 96. This is consistent with the decisions and guidance of Employment and Social Development Canada. The Company considers the Union's allegation that the Company is in violation of Articles 85, 85.5, 96 to be without merit. Finally, the Company does not agree that a Remedy under Addendum 123 is applicable.

BACKGROUND FACTS

[11] It is necessary to set out some background facts in order to provide some context and appreciate the nature of the dispute.

[12] The Company operates a railway headquartered in Montreal, Quebec. The Company's railway network runs through an east-west corridor across Canada and into parts of the United States of America.

[13] The Union represents employees working in the railway industry across Canada, including many of whom work for the Company.

[14] The parties collective bargaining relationship is mature, and they are parties to a Memorandum of Agreement Establishing the Canadian Office of Arbitration & Dispute Resolution (the "CROA&DR MOA"). CROA&DR has a number of union and employer members in the railway industry. CROA&DR was originally established in 1965 and it has for many years been the office that resolves the vast majority of disputes between its constituent members. However, the members, including these parties, also have pursued "*ad hoc"* arbitrations, such as the matter currently before me.

[15] Conductor Robert is a spare board employee operating out of Capreol, Ontario. The terms and conditions of Conductor Robert's employment are governed by Agreement 4.16. As a spare board employee, Conductor Robert is paid on a mileage basis that varies from trip to trip and week to week.

[16] On September 12, 2021, Conductor Robert filed an application to take a personal leave day under s. 206.6 of the *Canada Labour Code*. In his application, Conductor Robert indicate that he required a personal leave day on September 13, 2021 for the purpose of treating his own illness or injury. The Company accepted Conductor Robert's application and granted the personal leave day.

[17] Conductor Robert submitted a claim for $808.53, as compensation for lost earnings associated with the personal leave day. The Company declined to pay the amount claimed by Conductor Robert. Instead, the Company paid Conductor Robert $225.47, which equals the amount paid for a "basic day" under Agreement 4.16. This payment was made to Conductor Robert on January 6, 2023.

[18] At this point it should be noted that the Union takes the position that Conductor Robert ought to have been paid $807.18. According to the Union, this amount is the average of Conductor Robert's previous 20 days worked. The Company has not confirmed the accuracy of this calculation, but they have undertaken to do so.

[19] The Company deducted the personal leave day from Conductor Robert's 12 allotted unpaid personal leave days provided for under Article 96 of Agreement 4.16. The Company also deducted the day from the allotment of personal leave days allocated to the Capreol Terminal.

[20] The Union filed a grievance on November 27, 2021. The grievance was advanced at Step III by letter dated March 11, 2022. The Company responded on January 12, 2023, denying the grievance.

[21] The matter was referred to arbitration in accordance with the LOU. Neither party raised any objection to my jurisdiction to hear and determine the grievance.

RELEVANT PROVISIONS OF AGREEMENT 4.16

[22] Article 6 of Agreement 4.16 defines the "basic day" and provides:

> 6.1 The following shall constitute the basic day:
>
> […]
>
> (b) in freight service, 100 miles or less, 8 hours or less (straight-away or turnaround).
>
> 6.2 Miles earned in excess of the basic day shall be paid for at the applicable rates provided for the class of service in which engaged (Articles 1 and 2, Rates of Pay, Road Service).

[10] Article 96 provides employees with discretionary "unpaid personal leave days" the language is stated below:

> **96.1** Employees will, at their discretion, be entitled to take up to and including a maximum of 12 cumulative unpaid personal leave days per calendar year as provided herein. Personal leave days will be recognized, under this

agreement, as active cumulative compensated service. However, personal leave days, when taken will not be used in the calculation of Guarantees and/or Maintenance of Earnings. Employees may, at their discretion, activate their entitlement to leave days, jointly or severally up to the cumulative maximum.

96.2 Notice in respect of this leave will be given as follows:

1) One day (24 hours) – upon four hours notification prior to the commencement of such leave time;

2) Two or three consecutive calendar days – upon three calendar days notification prior to the commencement of the leave days;

3) Four consecutive calendar days but less than seven consecutive calendar days – upon seven calendar days notification prior to the commencement of leave days;

4) Seven consecutive calendar days or more – upon twenty-one days notification prior to the commencement of leave days.

NOTE 1: Employees in the application of this provision shall not be entitled to activate personal leave days between and including December 20th and December 31st.

NOTE 2: Personal Leave Days (allotments) shall be established at each terminal utilizing the following exampled criteria:

Terminal X – 100 (Employees) X 12 (PLD)/353 (days) = 3.4 daily allotments.

In such calculations, numbers shall be rounded upward.

[23] Also relevant to the resolution of this grievance are a number of provisions of the *Canada Labour Code*. In particular, subsection 168(1) of the *Canada Labour Code*, which prohibits contracting out of the legislative minimum standards, and provides as follows:

> 168 (1) This Part and all regulations made under this Part apply notwithstanding any other law or any custom, contract or arrangement, but nothing in this Part shall be construed as affecting any rights or benefits of an employee under any law, custom, contract or arrangement that are more favourable to the employee than his rights or benefits under this Part.

[24] In addition, at the time the grievance arose section 206.6 of the *Canada Labour Code* provided for "Personal Leave" and provides as follows:

> **Personal Leave**
>
> **Leave: five days**
>
> **206.6 (1)** Every employee is entitled to and shall be granted a leave of absence from employment of up to five days in every calendar year for:
>
> **a**) treating their illness or injury;
>
> **b**) carrying out responsibilities related to the health or care of any of their family members;
>
> **c**) carrying out responsibilities related to the education of any of their family members who are under 18 years of age;
>
> **d**) addressing any urgent matter concerning themselves or their family members;
>
> **e**) attending their citizenship ceremony under the Citizenship Act; and
>
> **f**) any other reason prescribed by regulation.
>
> **Leave with pay:**
>
> (**2**) If the employee has completed three consecutive months of continuous employment with the employer, the employee is entitled to the first three days of the leave with pay at their regular rate of wages for their normal hours of work, and such pay shall for all purposes be considered to be wages.
>
> …
>
> (5) The Governor in Council may make regulations for the purposes of this section, including regulations
>
> (a) setting out the other reasons for taking leave under paragraph (1)(f);
>
> (b) defining the expressions "regular rate of wages" and "normal hours of work"; and
>
> (c) specifying the persons who are the employee's family members.

[25] Section 17 of the *Canada Labour Standards Regulations* (C.R.C., c.986) (hereinafter the "*Regulations*") sets out the methods for calculating the payment of the three paid personal leave days for employees with variable hours of work who are paid on a basis other than time and it provides:

> **17** For the purposes of subsections 206.6(2), 206.7(2.1) and 210(2) of the Act, the regular rate of wages of an employee whose hours of work differ from day to day or who is paid on a basis other than time shall be
>
> (a) the average of the employee's daily earnings, exclusive of overtime hours, for the 20 days the employee has worked immediately preceding the first day of the period of paid leave; or
>
> (b) an amount calculated by a method agreed on under or pursuant to a collective agreement that is binding on the employer and the employee.

AWARD OF THE ARBITRATOR

[26] The issue to be decided is whether the Company violated the *Canada Labour Code* or Agreement 4.16. Resolving the dispute involves interpreting both the collective agreement provisions and the *Canada Labour Code*.

[27] I begin by noting that a recent award issued by Arbitrator Michelle Flaherty specifically addresses the issue of compensation granted to a locomotive engineer under a different collective agreement between these parties but containing similar language. The Company has sought judicial review of Arbitrator Flaherty's award.

[28] I am not bound in any way by Arbitrator Flaherty's award and the doctrine of *stare decisis* does not apply to arbitration awards. I am free to depart from the interpretation found in Arbitrator Flaherty's award. However, it is well accepted that arbitrators do not lightly ignore previous awards between the same parties interpreting the same or similar language, see *CROA 2264*.

[29] In this case, while the language may not be exactly the same, I have come to the same conclusion as Arbitrator Flaherty. I not only find the award of Arbitrator

Flaherty to be reasonable, but I also find her reasons to be compelling and I adopt them along with my own reasons, which shall follow.

[30] The principles of collective agreement interpretation are well established. Generally, the words of the collective agreement are to be read as a whole, giving the words of the agreement their plain and ordinary meaning, except where this would result in an absurdity, or where in the context of the provision or the agreement it is clear that the parties intended some other meaning, see *Air Canada v. CUPE, Air Canada Component* 2020 CanLII 25181 (CA LA).

[31] Article 96 of Agreement 4.16 was agreed upon in 2005, before the introduction of personal leave under the *Canada Labour Code*. Article 96 provides employees with discretionary unpaid personal leave of up to a maximum of 12 days, subject to notice and an allotment that is established at each terminal. The unpaid personal leave days in Article 96 can and have been taken by employees to extend weekends, vacation or even booking a vacation. The notice requirements vary depending on the length of the leave and are restricted during the period December 20th and December 31st. The personal leave days are allotted by terminal.

[32] In *Re Rizzo & Rizzo Shoes*, [1998] 1 SCR 27, the Supreme Court of Canada has endorsed the "modern principle" of statutory interpretation, which provides:

> The words of the provision must be read in their entire context, in their grammatical and ordinary sense harmoniously with the scheme of the regulation, its objective, and the intention of the legislature. Critically, the provisions of the regulation must be read in light of the purpose of the enabling legislation — the Act. That purpose "transcends and governs" the regulation.

[33] It is noteworthy that *Re Rizzo & Rizzo Shoes, supra,* involved the interpretation of the Ontario *Employment Standards Act* (*ESA*), which is legislation that provides for certain minimum employment standards applicable to employees in Ontario and is similar to the Federal *Canada Labour Code*.

[34] The parties are in agreement that s. 206.6 of the *Canada Labour Code* provides a minimum standard that is applicable to all employees governed by the

federal legislation. The scheme and object of minimum employment standards legislation is to provide a floor or basic rights and standards that must be provided to all employees. When interpreting such legislation, one cannot get caught up in the plain meaning without consideration of the purpose, object, intent and context of the words used by the legislature. As adopted by the Supreme Court of Canada in *Machtinger v. HOJ Industries Ltd.* [1992] 1 SCR 986, a broad and purposeful interpretation, which encourages employers to comply with the minimum requirements of the Act is to be preferred.

[35] In this case, the personal leave days provided for in ss. 206.6(1) of the *Canada Labour Code* grants employees five (5) days of personal leave for specified reasons, which generally include the following:

- treating illness or injury;
- carrying out family responsibilities related to health or care of family members;
- carrying out family responsibilities related the education of family members under 18 years of age;
- addressing urgent personal or family matters;
- attending a citizenship ceremony.

[36] Subsection 206.6(2) provides that the first three (3) days of personal leave shall be paid at their regular rate of wages for those employees who have completed three months continuous service.

[37] The subject matter of this personal leave is clear, explicit and specific. An employee may not access this type of personal leave for any other reason unless prescribed by regulation.

[38] In terms of comparing the entitlement found in Article 96 of Agreement 4.16 and the entitlement to personal leave under the *Canada Labour Code,* one must consider ss. 168(1) of the *Canada Labour Code*, which preserves greater rights and benefits. Essentially, Part III of the *Canada Labour Code* establishes a floor of minimum statutory requirements for employees, which apply notwithstanding anything in a collective agreement. Parties to a collective agreement may agree

upon more favorable rights and benefits, but they must include the statutory minimums. If the collective agreement provides a more beneficial entitlement when compared to the statutory minimum, then the collective agreement entitlement will prevail, see *National Bank of Canada v. Canada (Minister of Labour)* [1997] 3 FC 727.

[39] In making the comparison between the collective agreement benefit and the minimum statutory benefit provided under the *Canada Labour* Code, one must consider the purpose of such benefits. The benefits to be compared must be the benefits falling within the precise compass under consideration, see *Fresco v. Canadian Imperial Bank of Commerce* [2009] O.J. No. 2531. As said in many of the decisions referenced by the parties, the comparison is "apples to apples", see *Moday v. Bell Mobility Inc.* [2013] C.L.A.D. No. 48.

[40] I agree with the Union that the purpose of the statutory benefit is limited to the specific enumerated circumstances, while the benefit under Article 96 of Agreement 4.16 is much broader and entirely discretionary. Certainly, paid sick days would be included in any comparison as s. 206.6 of the *Canada Labour Code* provides for leave associated with illness or injury, see for example *ESDC Decision* dated April 1, 2021. The same would be true for any leave directly related with the other specific enumerated circumstances found in s. 206.6, such as family care leave or leave to attend a citizenship ceremony. However, the benefit under Article 96 of Agreement 4.16 is for unpaid leave related to any circumstances that the employees deems required, subject to certain notice requirements and limitations. There is no doubt that employees could use the Article 96 leave for the same situations enumerated under s. 206.6 of the *Canada Labour Code*. But the benefit is different in scope and does not serve the same purpose. The leave benefit under the *Canada Labour Code* serves specific enumerated purposes, while the benefit under Article 96 of Agreement 4.16 is for unpaid discretionary personal leave.

[41] I acknowledge that both benefits share a common name. But that is not determinative. One must examine the provisions with greater scrutiny and determine if they both serve the same purpose. This situation is similar to the one before

Arbitrator Wilson in *Unifor Local 6007 v. Bell Canada* 2021 CanLII 46942 at paragraphs 36-37, where he stated:

> 36. Returning to the case before me, the collective agreement days are not contingent on a specific reason. Employees can take collective agreement days for any reason, including leisure or rest. Although these days are subject to the scheduling provisions as outlined in Article 10.08, two of the days can be used as required for personal emergencies. For employees with 24 months net credited service, one of collective agreement days can be converted to a paid day off. It is clear that the purpose of the collective agreement days is to allow employees to take days off (either in full or partial tours) as they see fit as broad as that might be in favour of the employee. These days are akin to vacation days, floater days or lieu days in that the employee is not required to provide a reason for taking the day off.
>
> 37. In contrast, the *Code* days have restrictions and are clearly intended to provide time off for specific circumstances as outlined in s. 206.6(1) of the *Code*. The employer may request documentation to support the reasons for the leave. These days are for limited purposes with specific scheduling requirements and proof of eligibility.
>
> 38. While there may be overlap in the two leaves, the *Code* days do not replace the collective agreement days. They are separate entitlements for different purposes and there is nothing in the *Code* or the collective agreement that allows for a different interpretation….

[42] In this case, while the Article 96 personal leave days are not like paid vacation, floater or lieu days, they are discretionary unpaid personal leave days that can be used for the same purposes or for any other purpose deemed appropriate by the employee. The Article 96 personal leave days are wider in scope and not limited to any specific purpose for their use. The personal days under Article 4.16 may be used for a game of golf if the employee so desires. As indicated by the Union an employee may use their entire allotment of Article 96 personal days for leisure and be left with no days for any of the specific purposes enumerated in s. 206.6 of the *Canada Labour Code*. The unpaid personal leave days under Article 96 of Agreement 4.16 serve more of a work life balance purpose, while the personal days under the *Code* serve specific and distinct purposes related to health, family responsibilities and citizenship.

[43] The Article 96 entitlement is not more favorable than the s. 206.6 *Canada Labour Code* entitlement to personal leave. The Article 96 leave is unpaid and subject to notice requirements and scheduling requirements. I acknowledge that the Company has waived these requirements and paid Conductor Robert a basic day. However, the Company cannot unilaterally alter the terms of Agreement 4.16 in order to alter the scope of the entitlement and avoid providing employees with their entitlement under the *Canada Labour Code*.

[44] I acknowledge IPG-199 and the examples of topping up medical leave entitlements. In my view, topping up an existing entitlement that is the same in scope and directly related to the *Canada Labour Code* entitlement is much different than unilaterally waiving terms in a collective agreement to alter the scope and purpose of the collectively bargained entitlement and avoiding obligations under the *Canada Labour Code*.

[45] Therefore, I find that the personal leave days under Article 96 of Agreement 4.16 are different in scope and not directly related to the personal leave days provided pursuant to s. 206.6 of the *Canada Labour Code*. As a result, employees are entitled to access both entitlements separately and the Company cannot set off personal leave days under the *Canada Labour Code* against those provided for under Agreement 4.16, see *Mustang Helicopters Inc. and Hoglund (Re)*, 2022 CarswellNat 4863 (Crevier).

[46] I acknowledge that this finding may seem unfair to some. However, arbitrators are not tasked with imposing their own sense of fairness. Rather, the task is to apply interpretative principles to determine the rights of parties to a collective agreement and the employees who are so bound. Furthermore, the parties are always free to bargain for a set off.

[47] Turning to the issue of calculating the payment for the first three days of *Code* leave, I also agree with the Union.

[48] The Company submits that ss. 17(b) of the *Regulations* govern the calculation of pay for a personal leave day under the *Canada Labour Code*, because Agreement 4.16 contains an alternative method for calculation. I disagree with this submission.

[49] Nowhere in Agreement 4.16 does it state that employees will be paid the basic day when they take a personal leave day. In fact, Article 96 of Agreement 4.16 explicitly states that such personal leave is "unpaid." The clear and unambiguous language of Agreement 4.16 indicates that personal leave days are unpaid.

[50] Article 6 of Agreement 4.16 does not indicate that the basic day will be paid to employees to take personal leave or any other leave for that matter.

[51] The basic day is a minimum entitlement that provides part of the equation for calculating an employee's regular rate of wages, but it is not the employees regular rate of wages nor is it an agreed upon regular rate of wages. The basic day is clearly not an agreed upon method for calculating the regular rate of wages for employees who work varying hours from day to day.

[52] The Company provided several examples where an employee is paid the "basic day". None of the examples include any leaves under Agreement 4.16. The basic day is paid generally where an employee loses a tour of duty, or an assignment. It is clear to me that the basic day serves a purpose different from being an agreement as to an employee's regular rate of wages. The language is not what the Company describes as "a standard or default measure" of pay when an employee is entitled to a day off.

[53] As a result, I find that the payment applicable to a paid personal leave day under the *Canada Labour Code* is found in ss. 17(a) of the *Regulations*, which is the average of the employee's daily earnings, exclusive of overtime hours, for the 20 days the employee has worked immediately preceding the first day of the period of paid leave.

[54] There continues to be a dispute as to the calculation of the amount that would be payable under the ss. 17(a) calculation. I have directed the parties to make written submissions within one month of the date of the hearing and I remain seized to address this issue if necessary.

[55] Accordingly for all the reasons stated above, I am allowing the grievance. The Company is directed to cease deducting personal leave days under s. 206.6 of the *Canada Labour Code* from personal leave entitlements under Agreement 4.16. At this point I have not received the calculations submissions. If those submissions are not filed within 14 days of this award, then the Company is to make payment to Conductor Robert in the amount of $807.18.

[56] I remain seized to address any issue fairly raised but not addressed in this award.

Dated at Toronto, Ontario this 1st day of March 2023.

John Stout - Arbitrator