

# CANADIAN RAILWAY OFFICE OF ARBITRATION

## CASE NO. 2232

Heard at Montreal, Thursday, 13 February 1992

concerning

**CANPAR**

and

**TRANSPORTATION COMMUNICATIONS UNION**

**EX PARTE**

### **DISPUTE:**

The Company instituted a direct deposit system and employee Alvin Gehl filed two grievances that were referred to arbitration.

### **UNION'S STATEMENT OF ISSUE:**

The grievances of September 27 and October 7, 1991, relate to implementation of a direct deposit system and the issuing of an unsolicited banking card to the grievor. It also raises issues of the right to privacy and confidentiality; the right to choose not to have a bank account; and the direction of earnings other than as instructed by the individual employee.

The Union relies upon Article 12 of the collective agreement and any other relevant article as well as the general laws of Canada.

The remedy requested is that the Company cease and desist using a direct deposit system and/or such other relief as may be appropriate including the relief requested in the grievance.

The Company denies a violation of the collective agreement or of the laws of Canada and requests that the grievances be dismissed and further asserts that the grievances are untimely.

### **FOR THE UNION:**

**(SGD.) J. CRABB**

**EXECUTIVE VICE-PRESIDENT**

There appeared on behalf of the Company:

- C. Peterson – Counsel, Toronto
- J. Cyopeck – Executive Vice-President & Chief Operating Officer, Toronto
- P. MacLeod – Director, Linehaul & Safety, Toronto
- D. Case – Vice-President, Human Resources, Toronto

And on behalf of the Union:

- H. Caley – Counsel, Toronto
- J. Bechtel – Vice-President, Toronto
- M. Gauthier – Vice-President, Montreal
- A. Gehl – Grievor

*At the request of the parties the hearing was adjourned sine die.*