

CANADIAN RAILWAY OFFICE OF ARBITRATION

CASE NO. 1545

Heard at Montreal, Thursday, July 10, 1986

Concerning

ALGOMA CENTRAL RAILWAY

and

UNITED TRANSPORTATION UNION

EX PARTE

DISPUTE:

Claim by Trainman Mr. K. Miron that Company return monies taken off his cheque without his consent for pension contributions after coming back to work from being on Workmen's Compensation.

UNION'S STATEMENT OF ISSUE:

The Brotherhood contends that the Company should not have taken monies off Mr. K. Miron's cheque without his authorization. The pension booklet is not binding and does not form part of the Collective Agreement. Further the Workmen's Compensation Act provides no benefits to be taken off while on compensation. In addition, the Collective Agreement stipulates pay structure and states only the deductibles by the Agreement, anything else has to get consent of the employee.

The Company contends the dispute is not arbitrable and would not return monies taken off his cheque for pension contributions for the period in question.

The Organization contends the dispute is arbitrable and has complied with the proper Grievance Procedures in the Collective Agreement.

Should the Arbitrator allow, the Organization requests that the merits of the case be heard and that the monies returned to Mr. K. Miron.

FOR THE UNION:

(SGD.) J. SANDIE
General Chairman

There appeared on behalf of the Company:

Victor E. Hupka - Manager, Industrial Relations, ACR, Sault
 Ste. Marie
Newell L. Mills - Superintendent, ACR, Sault Ste. Marie

And on behalf of the Union:

J. Sandie

- General Chairman, UTU, Sault Ste. Marie

AWARD OF THE ARBITRATOR

I agree with the company's assertion that this grievance is not arbitrable.

The grievor objects to the deduction of his pension contributions from his pay cheque during the period he was absent from work while on Workmen's Compensation leave.

It is common ground that the company's pension plan allows such deductions to be made primarily for the purpose of protecting the grievor's pensionable service while on disability.

While the trade union has sought to characterize the grievor's dispute as a pay problem pursuant to the collective agreement, the intrinsic issue raised herein relates to the company's application of the pension plan.

Since the provisions of the pension plan are not part of the parties's collective agreement, I have no jurisdiction under the CROA's rules to interpret its terms. Surely, once the grievor authorized the company to make such deductions as an employee member of the pension plan he cannot later complain with respect to the company's adherence to the commitments that were made.

For all the foregoing reasons the grievance is denied.

DAVID H. KATES,
ARBITRATOR.