

ADJOURNED SINE DIE
CANADIAN RAILWAY OFFICE OF ARBITRATION
CASE NO. 2232
Heard at Montreal, Thursday, 13 February 1992
concerning

CANPAR
(CP EXPRESS & TRANSPORT)
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.