

**Date:** 20080624

**File:** 548-33-04

**Citation:** 2008 PSLRB 45



*Public Service  
Labour Relations Act*

Before the Public Service  
Labour Relations Board

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BETWEEN

**PUBLIC SERVICE ALLIANCE OF CANADA**

Applicant

and

**PARKS CANADA AGENCY**

Respondent

Indexed as

*Public Service Alliance of Canada v. Parks Canada Agency*

In the matter of a request for the Board to exercise any of its powers under section 36 of the *Public Service Labour Relations Act*

**REASONS FOR DECISION**

***Before:*** [I. R. Mackenzie, Vice-Chairperson](#)

***For the Applicant:*** [Shannon Blatt, counsel](#)

***For the Respondent:*** [Karl Chemsy, counsel](#)

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Decided on the basis of written submissions  
filed June 18 and 19, 2008.

## REASONS FOR DECISION

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### **I. Request before the Board**

[1] The Public Service Alliance of Canada (PSAC) made an application pursuant to section 36 of the *Public Service Labour Relations Act* seeking the home contact information of all employees it represented at the Parks Canada Agency.

[2] The parties reached an agreement, and by letter to the Public Service Labour Relations Board (PSLRB) dated June 18, 2008, they requested that the terms of that agreement be incorporated into an order of the PSLRB.

[3] The order, on consent, is as follows:

*(The Order appears on the next page)*

## **II. Order**

### **A. For the employer**

[4] The employer will:

1. on a quarterly basis, disclose to the bargaining agent the home mailing addresses and home telephone numbers of its bargaining unit members that the employer possesses in its human resources information systems. The employer will endeavour to provide this information to the bargaining agent within 5 months of the PSLRB Order endorsing this MOA;
2. agree, as a result of mediation discussions, to implement a system to provide the Public Service Alliance of Canada with the Individual Agency Number (IAN), which uniquely identifies each bargaining unit member.
3. provide the data in a flat file comma delimited format specified in Appendix A (field lengths and production schedule to be confirmed).
4. prior to the initial disclosure of the information outlined in paragraph #1 above, the employer and the bargaining agent will jointly advise employees that the information will be disclosed. The message will explain the reasons why the information is being disclosed. Attached to the joint message will be the Board Order. Any questions concerning the disclosure will be directed to the bargaining agent. The joint message is attached to this agreement as Appendix B.
5. on a semi-annual basis, inform employees in the bargaining unit through internal e-mail that the bargaining agent wishes that they provide it updated contact information. The message in Appendix B will be sent on May 31 and October 31 of each year.
6. at the request of the bargaining agent, facilitate communication with employees on issues relating to strike votes, as per the collective agreement.

### **B. For the bargaining agent**

[5] The bargaining agent will:

1. agree to assume any future costs associated with ongoing maintenance and support fees associated with the development of the Union Address File

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System, specified in Appendix A, including the collection, format validation and disclosure of the information to the bargaining agent. These costs, as of the date of signing of this agreement, are estimated to be nil. Any potential future costs can be discussed between the parties.

2. ensure that the disclosed information is used solely for the legitimate purposes of the bargaining agent in accordance with the *PSLRA*, including but not limited to meeting its statutory obligation to carry out secret-ballot strike votes;
3. ensure that the disclosed information will be securely stored and protected;
4. respect the privacy rights of the employees in the bargaining unit;
5. acknowledge that the employer is bound by the *Privacy Act* with respect to the protection of personal information as defined in that *Act*. The bargaining agent shall manage the personal information disclosed under this Memorandum of Agreement in conformity with the principles of fair information practices embodied in the *Privacy Act* and the *Privacy Regulations*. Specifically, it will keep private and confidential any such personal information disclosed by the employer to the bargaining agent under this Memorandum of Agreement;
6. for the sake of clarity, and in accordance with the *Privacy Act* and the *Privacy Regulations*, the bargaining agent shall among other things:
  - a. not disclose the personal information to anyone other than bargaining agent officials that are responsible for administering and coordinating the strike votes and those who are responsible for fulfilling the bargaining agent's legitimate obligations in accordance with the *PSLRA*;
  - b. not use, copy or compile the personal information for any purposes other than those for which it was provided under this agreement;
  - c. meet the principles of the *Government Security Policy* at [http://www.tbs-sct.gc.ca/pubs\\_pol/gospubs/TBM\\_12A/gsp-psg\\_e.html](http://www.tbs-sct.gc.ca/pubs_pol/gospubs/TBM_12A/gsp-psg_e.html) for the security and disposal of this personal information; and

- d. take whatever action is necessary to ensure that all bargaining agent officials that have access to the disclosed information are made aware of, and fully comply with, all the provisions of this agreement;
7. recognize the sensitivity of the information being disclosed with respect to personal security of employees, especially where inadvertent mishandling/disclosure of this information could result in serious safety concerns, and accordingly, will ensure vigilant management and monitoring controls on this information at all times in light of these potential risks to employees and their families;
8. recognize that the information provided from the employer's databases in place at the time of disclosure was provided by employees and that the employer will not be held liable should a strike vote be challenged. The bargaining agent is responsible for updating its own database;
9. agree that this is a full and final settlement of all claims they have, or shall have, against Her Majesty in right of Canada, Her employees, agents and servants arising out of this application and agrees not to take any proceeding of any manner with respect to them.

[6] The terms and conditions of this agreement are made without prejudice or precedent.

[7] It is expressly understood and expressly agreed that neither implementation of the terms of settlement nor acceptance of this agreement constitutes any admission of liability on behalf of any of the parties and that such liability is expressly denied in this or any other matter.

June 24, 2008.

**Ian R. Mackenzie,  
Vice-Chairperson**

C. **Appendix A**

## [8] Union Address File (UAF) DRAFT

<b>Person:</b>		<b>To PWGSC</b>	<b>To Union</b>
<b>PRI (9)</b>	<i>Num (9)</i>	<b>Y</b>	<b>N</b>
<b>IAN (9)</b>	<i>Num (9)</i>	<b>N</b>	<b>Y</b>
<b>Person Name</b>			
<i>Mixed Char (4)</i>	Prefix Name	Y	Y
<i>Mixed Char (30)</i>	Person Given Name	Y	Y
<i>Mixed Char (6)</i>	Initials Name	Y	Y
<i>Mixed Char (30)</i>	Person Family Name	Y	Y
<i>Mixed Char (15)</i>	Suffix Name	Y	Y
<b>Person Address</b>			
<i>Mixed Char (55)</i>	Prefix Address Line (X4)	Y	Y
<i>Mixed Char (30)</i>	Municipality/City Name	Y	Y
<i>Mixed Char (30)</i>	Province / Territory	Y	Y
<i>Upper Char (30)</i>	Country Postal Code	Y	Y
<i>Upper Char (10)</i>			
<b>Person Telephone</b>			Y
<i>Num (3)</i>	International Country	Y	Y
<i>Num (3)</i>	Area City Code	Y	Y
<i>Num (7)</i>	Subscriber Number	Y	Y
<i>Example</i>	999999999,mrs,greer,hl, garson,phd,123 somewhere lane, around the corner,,, ottawa, ns, canada, e8n4e6,0116139999999		888888888,mrs,greer,hl ,garson,phd,123 somewhere lane around the corner,,ottawa, ns, canada, e8n4e6, 0116139999999

**D. Appendix B**

Message to the Public Service Alliance of Canada (PSAC) Bargaining Unit Members

[9] With the introduction of the *Public Service Labour Relations Act*, bargaining agents who conduct strike votes must now permit all employees in the bargaining unit to participate in those votes, not merely members of the union in good standing, as was previously the case.

[10] In order for the PSAC to comply with its obligations under the *PSLRA* to give proper notice of strike votes to all employees, and also to fulfill its other duties in accordance with the *PSLRA*, it is necessary that the employer disclose to the PSAC the home contact information for all employees in the bargaining unit.

[11] The provision of this information is governed by an order of the Public Service Labour Relations Board, which is attached. The information provided to the PSAC will be used for the legitimate purposes of the union and its security is to be carefully maintained. The PSLRB order sets out the privacy and security safeguards to which your information will be subject.

[12] To this end, it is in every employee's interest that their contact information be kept up to date with their bargaining agent. You are therefore encouraged to submit your current contact information to the PSAC and to advise your union of any changes to that information that may occur in the future.

[13] You can provide your contact information via the PSAC website at [www.psac-afpc.com](http://www.psac-afpc.com) or by communicating with the PSAC at 1-888-604-7722.

[14] Thank you for your attention and cooperation. Should you have any questions arising from this message, please do not hesitate to communicate with the PSAC at the above number.