

**Date:** 20090130

**File:** 561-09-225

**Citation:** 2009 PSLRB 13



*Public Service  
Labour Relations Act*

Before the Public Service  
Labour Relations Board

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BETWEEN

PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

Complainant

and

NATIONAL RESEARCH COUNCIL OF CANADA

Respondent

Indexed as

*Professional Institute of the Public Service of Canada v. National Research Council of  
Canada*

In the matter of a complaint made under section 190 of the *Public Service Labour  
Relations Act*

**REASONS FOR DECISION**

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

***For the Complainant:*** [Glen Chochla, Professional Institute of the Public Service of  
Canada](#)

***For the Respondent:*** [Caroline Engmann, counsel](#)

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Decided on the basis of written submissions  
filed January 15, 2009.

**I. Request before the Board**

[1] The Professional Institute of the Public Service of Canada (“the complainant” or “the bargaining agent”) filed a complaint against the National Research Council of Canada (“the respondent” or “the employer”) under section 190 of the *Public Service Labour Relations Act* on April 16, 2008. The parties reached an agreement and, by letter received January 15, 2009, requested that the Memorandum of Agreement (MOA) be incorporated into an order of the Public Service Labour Relations Board.

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

*(The Order appears on the next page)*

**II. Order****A. For the employer**

[3] The employer will:

1. on a quarterly basis, disclose to the bargaining agent the home mailing addresses and home telephone numbers of its employees belonging to the R0/RC0, LS, IS and TR bargaining units that the employer possesses in its human resources information systems. The employer will endeavor to provide this information to the bargaining agent within 5 months of the PSLRB Order endorsing this MOA;
2. create system modifications required in order to extract the information referred to in paragraph #1 in order to provide the bargaining agent with the Individual Agency Number (IAN), which uniquely identifies each bargaining unit member;
3. transmit the employee home contact data as outlined in paragraph #1 in an EXCEL Spreadsheet with the fields specified in Appendix A (filed lengths 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;

**B. For the bargaining agent**

[4] The bargaining agent will:

1. withdraw complaint 561-09-225;
2. agree that this is a full and final settlement of all claims they have, or shall have in respect of home contact information for employees in the bargaining units, against Her Majesty in right of Canada as represented by the NRC, its employees, agents and servants arising out of this application

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- and, subject to the provisions of the *PSLRA*, agrees not to take any proceeding of any manner with respect to them;
3. ensure that the disclosed information is used solely for the legitimate purposes of the bargaining agent in accordance with the *PSLRA*;
  4. ensure that the disclosed information will be securely stored and protected;
  5. respect the privacy rights of the employees in the bargaining unit;
  6. 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 accordance 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;
  7. for the sake of clarity, the bargaining agent shall among other things:
    - a. not disclose the personal information to anyone other than bargaining agent officials that 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. respect 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. 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;
  8. 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;

9. 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.

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

[6] The parties agree that the terms of this memorandum of agreement will also apply to the Research Officers/Research Council Officers bargaining unit.

[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.

January 30, 2009

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

**C. Appendix A**

[8] National Research Council Canada  
Union Address File (UAF)

<b>Person:</b>		<b>To Union</b>
• IAN (9)	<i>Num (9)</i>	Y
• Person Name		
<i>Mixed Char (3)</i>	○ Initials	Y
<i>Mixed Char (20)</i>	○ Family Name	Y
• Person Address		
<i>Mixed Char (55)</i>	○ Home Address Line (1)	Y
<i>Mixed Char (55)</i>	○ Home Address Line (2)	Y
<i>Mixed Char (55)</i>	○ Home Address Line (3)	Y
<i>Mixed Char (55)</i>	○ Home Address Line (4)	Y
<i>Mixed Char (30)</i>	○ Municipality/City Name	Y
<i>Mixed Char (30)</i>	○ Province/Territory	Y
<i>Upper Char (30)</i>	○ Country	Y
<i>Upper Char (10)</i>	○ Postal Code	Y
• Person Telephone	○	
<i>Num (3)</i>	○ International Country Code	Y
<i>Num (3)</i>	○ Area City Code	Y
<i>Num (7)</i>	○ Subscriber Number	Y
	○	
<i>Example</i>		8888888888,hl,garson,123 somewhere lane, around the corner,,,ottawa, canada,e8n4e6,011,613,999 9999

**D. Appendix B**

Important Message to Employees in Bargaining Units Represented by the Professional Institute of the Public Service of Canada (PIPSC)

[9] With the introduction of the *Public Service Labour Relations Act*, bargaining agents who conduct strike votes (if applicable) 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 PIPSC to comply with its obligations under the *PSLRA* to give proper notice of strike votes (if applicable) to all employees, and also to fulfill its other duties in accordance with the *PSLRA*, it is necessary that the employer disclose to the PIPSC 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 PIPSC 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 PIPSC 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 PIPSC website at <http://www3.pipsc.ca/portal/page/portal/website/memberservices/membership> or by communicating with the PIPSC at 1-800-267-0446 and asking for the Membership Section.

[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 PIPSC at the above number.