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**File:** 548-02-05

**Citation:** 2009 PSLRB 59



*Public Service  
Labour Relations Act*

Before the Public Service  
Labour Relations Board

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BETWEEN

CANADIAN ASSOCIATION OF PROFESSIONAL EMPLOYEES

and

TREASURY BOARD

Applicants

Indexed as

*Canadian Association of Professional Employees and Treasury Board*

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:*** Dan Butler, Board Member

***For the Canadian Association of Professional Employees:*** Jean Ouellette

***For the Treasury Board:*** Catherine Birch

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Decided on the basis of a written submission  
filed April 21, 2009.

## REASONS FOR DECISION

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### **Request before the Board**

[1] On April 21, 2009, the Canadian Association of Professional Employees and the Treasury Board (“the applicants”) filed a joint application with the Public Service Labour Relations Board (“the Board”) under section 36 of the *Public Service Labour Relations Act*, S.C. 2003, c. 22, which reads as follows:

*36. The Board administers this Act and it may exercise the powers and perform the functions that are conferred or imposed on it by this Act, or as are incidental to the attainment of the objects of this Act, including the making of orders requiring compliance with this Act, regulations made under it or decisions made in respect of a matter coming before the Board.*

[2] The applicants request that the Board incorporate the terms of a memorandum of agreement signed by the parties on April 21, 2009 into an order of the Board. The memorandum of agreement applies to two bargaining units for which the Canadian Association of Professional Employees is the bargaining agent and the Treasury Board is the employer: the Economics and Social Science Services (EC) Group and the Translation (TR) Group.

[3] The subject matter of the memorandum of agreement is the provision by the employer to the bargaining agent of certain home contact information of employees in the bargaining units.

[4] The Board has previously considered and granted other requests to issue substantially identical consent orders: *Public Service Alliance of Canada v. Treasury Board*, 2008 PSLRB 43; *Public Service Alliance of Canada v. Canada Revenue Agency*, 2008 PSLRB 44; *Public Service Alliance of Canada v. Parks Canada Agency*, 2008 PSLRB 45; *Professional Institute of the Public Service of Canada v. Treasury Board*, 2008 PSLRB 57; and *Professional Institute of the Public Service of Canada v. Canada Revenue Agency*, 2008 PSLRB 58 (under judicial review).

[5] The consent order reads as follows:

*(The Order appears on the next page)*

**The Order**

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 following bargaining units: EC and TR, that the employer possesses in its human resources information systems. The employer will endeavour to provide this information to the bargaining agent within 2 months of the PSLRB Order endorsing this MOA;
2. subject to the receipt of an express written consent from the Public Service Alliance of Canada (PSAC) granting permission to use the business process and system developed for the PSAC (*Public Service Alliance of Canada v. Treasury Board*, 2008 PSLRB 43) for the sole purpose of transmitting employee home contact data to the bargaining agent, the employer agrees to provide the data as outlined in paragraph 1;
3. provide the data in a flat file comma delimited format specified in Appendix A;
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.

The bargaining agent will:

1. agree that this is a full and final settlement of all claims it shall have in respect of home contact information for employees in the bargaining units, against Her Majesty in right of Canada, her employees, agents and servants;
2. ensure that the disclosed information is used solely for the legitimate purposes of the bargaining agent in accordance with the *PSLRA*;
3. ensure that the disclosed information will be securely stored and protected;

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4. respect the privacy rights of the employees in the bargaining units;
  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 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;
  6. 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 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.

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

May 11, 2009.

**Dan Butler,  
Board Member**

**Appendix A**

## Union Address File (UAF) DRAFT

<b>Person:</b>		<b>To PWGSC</b>	<b>To Union</b>
<b>PRI (9) PCIS # 63</b>	<i>Num (9)</i>	Y	N
<b>IAN (9)</b>	<i>Num (9)</i>	N	Y
<b>Person Name</b>			
<i>Mixed Char (3)PCIS # 65</i>	Initials	Y	Y
<i>Mixed Char (20)PCIS # 64</i>	Family Name	Y	Y
<b>Person Address *</b>			
<i>Mixed Char (55) *</i>	Home Address Line (1) *	Y	Y
<i>Mixed Char (55) *</i>	Home Address Line (2) *	Y	Y
<i>Mixed Char (55) *</i>	Home Address Line (3) *	Y	Y
<i>Mixed Char (55) *</i>	Home Address Line (4) *	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 *	Y	Y
<i>Upper Char (10) *</i>	Postal Code *	Y	Y
<b>Person Telephone *</b>			
<i>Num (3) *</i>	International Country Code *	Y	Y
<i>Num (3) *</i>	Area City Code *	Y	Y
<i>Num (7) *</i>	Subscriber Number *	Y	Y
<i>Example</i>	* indicates new fields to be added to PCIS and to be filled where the information is available in HR systems.		888888888,hl,garson, 123 somewhere lane, around the corner,,, ottawa, canada, e8n4e6,011,613, 9999999
<b>Rules:</b> 1. When producing an extract for any bargaining agent the PCIS field # 91 (BARG) must equal that agent's code. 2. The PCIS field # 55 (EXCL) must be blank 3. The PRI must be converted to the bargaining agents IAN before sending to the bargaining agent.			

**Appendix B**

Message to Employees in Bargaining Units Represented by the Canadian Association of Professional Employees (CAPE)

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.

In order for the CAPE 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 CAPE the home contact information for all employees in the bargaining unit.

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 CAPE 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.

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 CAPE and to advise your union of any changes to that information that may occur in the future.

You can provide your contact information via the CAPE website at <http://www.acep-cape.ca/EN/becomingAMember/portal/changeaddress-form/> or by communicating with the CAPE at (613) 236-9181 or 1 (800) 265-9181.

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