



February 1, 2016

## N00-07-00034 WEB-BASED SECURITY CAMERAS DECISION

On December 22<sup>nd</sup> we received Arbitrator Jolliffe's decision on the Union's grievance on Canada Post installation of Security Cameras in the plants and in some major Depots.

As the installation of these cameras started happening, it was clear that the employer was not using them for the strict purpose that was originally stated in consultation. Canada Post wanted to use the cameras not only to protect themselves from theft of the mail and damage to corporate property but to *"support safety initiatives and investigations on policy breaches"*.

The Union's position was that the cameras could only be used for the stated purpose found in clause 41.02; *"protecting the mail and the property of the State against criminal acts such as theft, depredation and damage to property"*. The union also took the position that Canada Post had consulted on the issue in bad faith as they refused to provide information as to the true purpose of the cameras.

The Treasury Board Secretariat requires Canada Post to fill out a Privacy Impact Assessment (PIA) so that it can take a close look at how they collect, use and disclose information *"to help create a privacy sensitive culture"*. The evidence demonstrated that their Privacy Manager who is a *"certified privacy professional"* did not disclose to the Privacy Commissioner the full intention of Canada Post in that they were expanding the use and allowing Labour Relations access to the footage

What also came out in evidence is that Canada Post was using footage from the video cameras to discipline our members for such things as Worker's Compensation (WCB) claims. Arbitrator Jolliffe found in favour of the Union. While he would not go as far as saying that

Canada Post consulted in bad faith he did say that consultation was not sufficient and that the employer's conduct was *"cursory and superficial"*.

Arbitrator Jolliffe said that there was *"too little regard for the significance of article 41.02"*. Further; *"Article 41.02 requires that there be no usage of the surveillance record for disciplinary or performance related purposes which include investigating supposedly suspect WSIB (WCB) claims"*. He continued; *"using the video footage for disciplinary purposes in connection with breaches of corporate policy or to contest WSIB (WCB) claims is inconsistent with the purpose for which the information was obtained and would be contrary to the Privacy Act."* Finally, he stated that there is a need for workers to have private areas where there is no surveillance (rest pods) and that Canada Post has to respect this.

We are still protected from invasion of our privacy through strong contractual language. We are in negotiations right now in the pursuit of including more strong language in our collective agreement. This case shows the importance of having clear protections in our collective agreement.

In Solidarity,

Cathy Kennedy  
National Union Representative

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