



**ALRB cite:** *Monica Christenson v. County of Parkland et al.*  
[1989] Alta. L.R.B.R. 155

---

**MS. MONICA CHRISTENSON, Applicant and COUNTY OF PARKLAND, Respondent, and CENTRAL ALBERTA ASSOCIATION FOR MUNICIPAL & SCHOOL EMPLOYEES, Respondent. Board File: GE-00080. April 13, 1989.**

*W. Canning, Vice-Chairman and D. Fagan and P. Oakes, Members*

For Monica Christenson: Herself

For County of Parkland: No representation

For Central Alberta Association: S. Renouf, P. Perry, I. Sim

**Employee - s. 1(1)(i) - Whether administrative secretary employed in a confidential capacity in matters relating to labour relations.**

*The applicant sought a determination that she was not an “employee” under the Code. As administrative secretary to the Chief of Police, she had on one occasion typed information pertaining to the Police Chief’s comments on negotiations and salaries for a group of employees. She claimed that her involvement in confidential matters meant that she was employed in a confidential capacity in matters relating to labour relations.*

*The Applicant was an employee under the Code. The single related incident concerned incidental access to information that might not, in any event, involve labour relations matters.*

### **REASONS FOR DECISION**

**W. Canning, Vice-Chairman:** Ms. Christenson is asking the Board to determine, pursuant to section 11(3) of the Code, that she is not an “employee” as defined in section 1(1)(b). Ms. Christenson claims to be employed in a confidential capacity in matters relating to labour relations.

Ms. Christenson is the administrative secretary to the Chief of Police and in the course of her duties deals with all correspondence for the Police Department, Animal Control Department and the Emergency Communications Centre. At the present time, the 8 employees in the Emergency Communications Centre are the only employees subject to collective bargaining that Ms. Christenson deals with.

Ms. Christenson recently was involved in typing information pertaining to those in the Emergency Communications Centre. Mr. P.A. Harrington, the County Director, asked the Police Chief for his comments on negotiations and salaries for those individuals. This was her only involvement to date regarding labour relations matters.

In her submission, Ms. Christenson acknowledged this single occurrence in labour relations matters but argued that she will be doing all the confidential matters in this area and that, while they may not be of a high volume, they are a significant component of her position. Ms. Christenson contended that being in the bargaining unit places her in an embarrassing and awkward position. She said that it would also be awkward because the Chief of Police would not be able to utilize his own secretary to the fullest.

The purpose of the confidential exclusion is set out in *Ontario Labour Relations Board Law and Practice*, Sack and Mitchell at p. 99

Purpose of the exclusion. The purpose of the confidential exclusion is based on considerations similar to those relating to the managerial exclusion, i.e., to maintain an arm's length relationship between the employer and the union, to prevent persons in the bargaining unit from being involved in a conflict of interest situation, and to ensure that the collective bargaining interests of the employer are not adversely affected by the disclosure of confidential information.

The text, at p. 100, discusses the criteria to be considered. It concluded that to be considered employed in a confidential capacity in matters relating to labour relations, the person should have regular material involvement in such matters and that the involvement must be at the core of the individual's job functions.

There is a distinction between matters which relate to labour relations and those that relate to personnel information. This distinction was identified by the Supreme Court of Canada in *CLRB v. Transair Ltd.*, 76 CLLC 14,024. In that case, the Court found that the duties of a personnel clerk were highly confidential but they were not confidential in reference to industrial relations, only as to personnel relations.

In examining the single incident cited by Ms. Christenson, which was a response by the Chief of Police to questions from the County Director, this response obviously did not set policy nor relate to the Employer's policies, nor did it reveal any bargaining strategy. It was but an opinion by the Police Chief. In our view, this single incident is but incidental access to information and this information may not even be confidential in matters relating to labour relations. Even if it was, the Board in *The City of Edmonton Amalgamated Transit Union, Local Division 569*, Alta. L.R.B. September 10, 1980, (Canning, Acting Chairman) at p. 7 stated:

Incidental access to information that might be considered to be confidential from a labour relations standpoint is not sufficient to exclude a person from being an employee ...

Having considered all matters relative to this application, it is the decision of the Board that Ms. Christenson is an “employee” as defined in section (1)(1) of the Code.