

# Shhhh! It Costs to Be a Tattle-tale



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When there's been a settlement agreement between an employer and employee, there's often a confidentiality clause inserted into the agreement. Confidentiality clauses generally restrict the employer or employee from discussing the decision reached or terms agreed to by the parties in resolving their dispute. These are so because confidentiality is thought to be vital to resolving a dispute.

An arbitration case this summer ([2013 CanLII 53696 \(ON LA\)](#)) illustrated that these confidentiality clauses are taken seriously and if breached, can result in severe consequences for the breaching party.

Constable McRae, a police officer with the Barrie Police Services Board was represented by a union who entered into a settlement agreement with his employer. The agreement had a clear provision: 'This agreement is strictly confidential and without prejudice or precedent to other Matters'.

Despite the language in this agreement, McRae posted the details of the settlement agreement on, of all places, the Employee Bulletin Board.

The Police Services Board, McRae's employer, took issue with this highly visible posting and asked the arbitrator involved to issue a remedy. The arbitrator noted this as a deliberate breach of the confidentiality clause and ordered McRae to pay back the funds issued to him out of the settlement agreement.

This illustrates that confidentiality clauses must be taken seriously. It may cost (what you got through settlement) if you seek to be a blabber mouth.

All situations are different, and the above is not to be taken in whole or in part as legal advice. If you have questions about your particular situation, feel free to contact the lawyers at Whitten & Lublin.