



MRFA
MOUNT ROYAL
FACULTY ASSOCIATION

Confidentiality Policy

Category: Executive Board Representation

Date last Revised: August 24, 2021

I. Overview

In the regular discharge of responsibilities, Officers, Committee Members and Staff of the Association will have access to information that is confidential and/or proprietary. As such, and in accordance with requirements outlined in the Personal Information Protection Act (PIPA) all Officers, Committee Members and Staff, shall at the commencement of their term of office or employment, sign an agreement appended to this policy. Signed Confidentiality Statements shall be kept on file in accordance with the Document Management Policy.

II. Members' Confidentiality in Meeting with Members of the Executive Board

Any Regular Member of the Association has the right to meet with an officer of the Association or to attend a meeting of the Executive Board and bring forward an item for discussion or requested action. Both the attending member and the Executive Board remain bound by confidentiality requirements as defined in the Committee Accountability and the Ethics bylaws of the MRFA, and in the MRFA Confidentiality policy. In particular, the Executive Board may not itself communicate information about confidential member or personnel issues to a member attending.

- i. Members are prohibited under the Ethics bylaws from disclosing confidences except as required by law or by the consent of the Association. An officer of the Association may give such consent as required to exercise the duty of representation and advise members on their rights, responsibilities and appropriate courses of action.
- ii. An officer or the Executive Board may elect not to hear a confidence and instead refer the matter to another individual or body properly constituted to deal with the substance of the issue.
- iii. Officers receiving such confidences whether from a member or through the Executive Board are bound by absolute confidentiality, except that information may be disclosed to the Executive Board or its members if appropriate or necessary in its collective capacity to represent the membership effectively.
- iv. Policy and process questions which do not directly breach personal confidences may be considered by the Executive Board in an advisory capacity, or may be referred to other appropriate committees or officers of the Association or the University.
- v. Based on legal advice, the capacity of the Executive Board to decide an issue with fairness and under due process is not compromised by its having heard confidential details previously, and it is up to individual members of the Executive Board to determine whether they can make an objective decision in the circumstances.

III. Limitations

- a. *To Ensure Safety*

Should a member communicate a threat of violence, especially where there is a clear risk to an identifiable person or group of persons of serious bodily harm or death and the danger is imminent, the Association must balance the duty of confidentiality with the importance of protecting the safety of others.

b. To Facilitate Member Representation

Information submitted by a member to an Officer, Committee Member or Staff of the Association shall be considered to be submitted in confidence and may only be shared with another Officer, Committee Member or MRFA Staff when the information is required by the individual to represent the members' rights and/or interests with all due diligence and care.

c. To Facilitate Executive Board Transition

Incoming members of the Executive Board, upon election at the Annual General Meeting, will be invited to attend MRFA Executive Board meetings for the remainder of the academic year. Meeting attendance is voluntary and confidentiality forms must be fully executed in advance.

Incoming members of the Executive Board, upon election at the Annual General Meeting, will be invited to attend MRFA Committee meetings at the discretion of the Chair of each committee. Meeting attendance is voluntary and confidentiality forms must be fully executed in advance.

IV. Process

- i. Staff shall submit signed confidentiality agreements prior to commencement of employment.
- ii. MRFA Staff shall send confidentiality agreements to faculty members who are elected/appointed to serve on the committees which they support.
- iii. Signed confidentiality Agreements shall be sent to, filed, and tracked by the Administrative Assistant.
- iv. Members shall only be invited to meetings and added to shared drives, where applicable, after their confidentiality agreement has been received by the Association.

V. Related Policies

- Grievance Process
 - Duty of Fair Representation
 - Confidentiality in the Grievance Process
 - Conflict of Interest (inc. Conflict of Interest Checklist)
- Meeting Policy

VI. Appended Documents

- Executive Board and Staff Confidentiality Agreement
- Committee Confidentiality Agreement
- Waiver of Association Representation

| MRFA Confidentiality Agreement | |
|---------------------------------------|--|
| Purpose | This agreement documents the responsibilities of members of the Mount Royal Faculty Association Executive Board and staff to protect the confidentiality of MRFA business and to disclose any business or personal relationship that may present a conflict of interest. It extends the Confidentiality Article of the MRFA Bylaws and is in conformity with PIPA. |
| Date | August 23, 2013 |

Confidentiality and Conflict of Interest Disclosure Statement for Mount Royal Faculty Association Executive Board and Staff Members

I realize that I will gain access to information that is confidential and/or proprietary during the time that I serve on the MRFA Executive Board or as an employee of the MRFA. This includes, but is not limited to, information regarding grievances, discussions pertaining to particular individuals, performance evaluations of MRFA staff, consultations with the Negotiating Committee as outlined in Article 10.15 of the Bylaws, discussions about Mount Royal University business with university administrators, and all matters on the agenda of the in camera section of an MRFA Executive Board meeting. The in-camera section of an Executive Board meeting is wholly confidential, and discussion of matters not in this section, in other meetings, and outside of meetings may involve confidential information.

Minutes of Executive Board meetings, exclusive of the in-camera section, are approved by the Executive Board and posted publicly on the MRFA website. The MRFA Senior Administrative and Faculty Relations Officer prepares more extensive transcripts of meetings, which are private to the Executive Board, but not necessarily confidential.

Since confidential information is involved in the business of the MRFA, and because the MRFA has the obligation to protect such information, I agree that I will not use, relay, publish or disclose such information during or subsequent to my participation in, or employment by, the MRFA, except to the extent that it becomes publicly available or is otherwise lawfully obtained from third parties outside the scope of this agreement.

I agree to abide by the ruling of the MRFA President when I am unsure whether certain information should be considered confidential,

Furthermore, I understand that I have an obligation to disclose and appropriately manage any potential, perceived or actual competing interest or conflict of interest as defined by Article 9.4.3 of the Collective Agreement and any applicable university Policy, as they would apply to the business of the MRFA.

For a member of the MRFA Executive Board, disclosure of confidential information would be a breach of Article 16.2.2.3 of the Ethics Bylaws and could be grounds for removal from office under Article 13.3.3.3. For an employee of the MRFA, disclosure of confidential information could be cause for discipline.

I hereby certify that I have read, understand and agree to abide by this agreement, the documents it refers to, the MRFA Bylaws, and the MRFA Policies and Procedures Manual.

Name

Position

Signature

Date

| MRFA Confidentiality Agreement | |
|---------------------------------------|---|
| Purpose | This agreement documents the responsibilities of members of the Mount Royal Faculty Association Committees to protect the confidentiality of MRFA business and to disclose any business or personal relationship that may present a conflict of interest. It extends the Confidentiality Article of the MRFA Bylaws and is in conformity with PIPA. |
| Date | December 18, 2020 |

Confidentiality and Conflict of Interest Disclosure Statement for Mount Royal Faculty Association Committee Members

I realize that I will gain access to information that is confidential and/or proprietary during the time that I serve on an MRFA Committee. This includes, but is not limited to, information regarding grievances, discussions pertaining to particular individuals, matters pertaining to collective bargaining, discussions about Mount Royal University business with university administrators, and other matters on the committee agendas of a confidential nature.

Minutes of Committees are approved by Committees and submitted to the Executive Board for information. Committee notes are deemed confidential.

Since confidential information is involved in the business of the MRFA, and because the MRFA has the obligation to protect such information, I agree that I will not use, relay, publish or disclose such information during or subsequent to my participation in, or employment by, the MRFA, except to the extent that it becomes publicly available or is otherwise lawfully obtained from third parties outside the scope of this agreement.

I agree to abide by the ruling of the MRFA President when I am unsure whether certain information should be considered confidential,

Furthermore, I understand that I have an obligation to disclose and appropriately manage any potential, perceived or actual competing interest or conflict of interest as defined by Article 9.4.3 of the Collective Agreement and any applicable university Policy, as they would apply to the business of the MRFA.

I hereby certify that I have read, understand and agree to abide by this agreement, the documents it refers to, the MRFA Bylaws, and the MRFA Policies and Procedures Manual.

Name

Position

Signature

Date

Waiver of Association Representation

| | |
|----------------|---|
| Purpose | This waiver documents the decision of an MRFA member to waive their right to have an Association representative present during a meeting. A copy of this signed form shall be submitted to the MRFA immediately upon a meeting being scheduled. |
| Scope | “An Employee shall have the right to have a member of the Association Executive present at any meeting that the Employee believes might be the basis of discipline.” A member may waive their right to Association representation for any meeting “that the Employee believes might be the basis of discipline.” |
| Date | February 26, 2020 |

I hereby waive my right to Association representation during a meeting scheduled to take place on _____ . I understand that this is a waiver for this scheduled meeting only, and that I “shall have the right to have a member of the Association Executive present at any [future] meeting that [I believe] might be the basis of discipline.” By signing this waiver, I do not waive my rights to disclose the details of this scheduled meeting to a representative of the Association.

Name (please print)

Appointment Category

Signature

Date