

DISTRICT OF CARLETON NORTH

CONFIDENTIALITY POLICY

POLICY NO. HR-1

Category:	Human Resources
Policy Number:	HR-1
Effective Date:	January 24, 2023
Approval by Council:	January 24, 2023
Supersedes:	Not applicable
Amended:	Not applicable

1. BASIC STATEMENT:

Employee, council member, committee member, client and resident information is confidential and every safeguard should be taken to ensure this information is kept confidential. This policy defines and describes the management of confidential information and affects all employees, council members, committee members, clients and residents.

2. PURPOSE:

All employees, council members and committee members shall keep confidential and shall not, during the continuance of their employment and/or term or any time after the termination thereof, without the express written consent of the District of Carleton North, disclose to any person or organization any financial or business information of the District of Carleton North which an employee, council member or committee member may have acquired during the course of employment and/or term.

All new District of Carleton North employees must sign an Employee Confidentiality Agreement as a condition of a written offer of employment to ensure the security and confidentiality of records and personal information under the control of the District of Carleton North. In addition, all new council members will be asked to sign a Council Member Confidentiality Agreement.

3. PROCEDURES:

Employees: A written offer of employment is conditional upon the completion of an Employee Confidentiality Agreement, attached as *Schedule "A"*, by a new employee.

The Employee Confidentiality Agreement is signed, dated, witnessed, and placed in the individual's personnel file.

A new employee's refusal to sign an Employee Confidentiality Agreement after signing a written offer of employment voids and nullifies the written offer of employment.

Adherence to this policy is mandatory and non-adherence will result in disciplinary procedures up to and including termination.

Council Members: All new council members are asked to sign a Council Member Confidentiality Agreement, attached as *Schedule "B"*.

The Council Member Confidentiality Agreement is signed, dated, witnessed, and kept on file.

Committee Members: All new Committee Members appointed by Council are asked to sign a Committee Member Confidentiality Agreement, attached as *Schedule "C"*.

The Committee Member Confidentiality Agreement is signed, dated, witnessed, and kept on file.

Enforcement and Compliance: The Chief Administrative Officer (CAO) will ensure that the Confidentiality Policy and Confidentiality Agreements are implemented and administered, and any reported or suspected violations are investigated. Any subsequent corrective action will be implemented, as deemed necessary, to ensure compliance of this policy.

Consequences for Breach of Confidentiality: The Town has a reputation for honesty and ethical behavior which all employees, council members and committee members must do their utmost to preserve. Any breach of the confidentiality, privacy or evidence thereof will be taken seriously. Any alleged breach will be fairly and thoroughly investigated by the CAO and/or the Council in a manner that respects all parties involved. Depending on the severity of the case, any established violation can and may result in immediate disciplinary action up to and including dismissal and/or legal action.

Certification for the District of Carleton North Policy Manual:

I certify that this *Confidentiality Policy*, as indicated above was adopted by Council.

Mayor

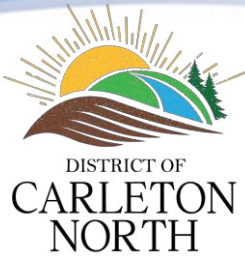
January 24, 2023

Date of Council Resolution

Clerk

January 24, 2023

Date Policy in Effect



B E T W E E N:

(hereinafter "Employee"),

OF THE FIRST PART,

- and -

THE DISTRICT OF CARLETON NORTH,
a Town, pursuant to the Local Governance Act,
R.S.N.B. 2017, c. 18 (hereinafter "Town"),

OF THE SECOND PART.

CONFIDENTIALITY AGREEMENT

WHEREAS the employee has received employment from the Town;

AND WHEREAS both the employee and the Town recognize certain information may be disclosed to the employee which is of a confidential nature;

AND WHEREAS the employee agrees as a condition of employment to maintain the confidentiality of information received during the course of his/her employment and after termination of employment.

NOW THE PARTIES hereto agree in consideration of employment being provided by the Town as follows:

The employee acknowledges that as an employee of the District of Carleton North, now or hereafter held, that the employee will acquire information about certain matters which are

confidential to the operation of the municipality and which information is the exclusive property of the municipality including, without limitation:

- (a) items related to land-use planning, development, and security;
- (b) personnel matters and hiring processes;
- (c) matters involving negotiations with or obligations under collective agreements;
- (d) proposed by-laws in respect to provision of municipal services;
- (e) municipal projects;
- (f) proposed acquisition of property through expropriation or negotiation;
- (g) tendering of contracts;
- (h) expenditure of municipal funds; and
- (i) collection of fines, levies, fees or other remittances for municipal services.

The employee hereby agrees and undertakes as a condition of employment to treat confidentially all such information and other information obtained by him/her in the course of employment with the Town and hereby covenants, agrees, and undertakes not to disclose to any third party such information, either during the period of employment, except as may be necessary to perform his/her duties, or after termination of employment for any reason, except with the written permission of the District of Carleton North.

The employee will not allow any unauthorized person or persons to inspect or have access to any document that is of a confidential nature, regardless of media format, and will report any unauthorized access to his/her supervisor if such incident has occurred.

The employee will not remove any records containing confidential information for the municipality unless authorized to do so by his/her supervisor and will return such records to the municipality upon completion of the work term.

The employee understands and agrees that if confidential information is not effectively protected, the operations and reputation of the municipality may be threatened, and may suffer irreparably.

This Confidentiality Agreement applies to all employees of the District of Carleton North, including but not limited to full time, part time, seasonal, student, and contract. All employees shall sign a Confidentiality Agreement which will be maintained in their Personnel File. Adherence to this policy is mandatory and non-adherence will result in disciplinary action up to and including termination.

I, _____, acknowledge that I have read and understand the Confidentiality Agreement of the District of Carleton North. I agree to adhere to this agreement in its entirety and will ensure that employees working under my direction adhere to this policy. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement this _____ day of _____, 20__.

THE DISTRICT OF CARLETON NORTH

Per: _____
Mayor

Per: _____
Clerk

EMPLOYEE

Per: _____
Employee

B E T W E E N:

(hereinafter "Council Member"),

OF THE FIRST PART,

- and -

THE DISTRICT OF CARLETON NORTH,

a Municipality, pursuant to the Local Governance Act,
R.S.N.B. 2017, c. 18 (hereinafter "Town"),

OF THE SECOND PART.

CONFIDENTIALITY AGREEMENT

WHEREAS the Council Member has been elected to the Town Council;

AND WHEREAS both the Council Member and the Town recognize certain information may be disclosed to the Council Member which is of a confidential nature;

AND WHEREAS the Council Member agrees as a condition of their term to maintain the confidentiality of information received during the course of his/her tenure and after the end of their tenure.

NOW THE PARTIES hereto agree in consideration of tenure being provided by the Town as follows:

The Council Member acknowledges that as a member of the Council of the District of Carleton North, now or hereafter held that the Council Member will acquire information about

certain matters which are confidential to the operation of the municipality and which information is the exclusive property of the municipality including, without limitation:

- (a) items related to land-use planning, development, and security;
- (b) personnel matters and hiring process;
- (c) matters involving negotiations with or obligations under collective agreements;
- (d) proposed by-laws in respect to provision of municipal services;
- (e) municipal projects;
- (f) proposed acquisition of property through expropriation or negotiation;
- (g) tendering of contracts;
- (h) expenditure of municipal funds; and
- (i) collection of fines, levies, fees or other remittances for municipal services.

The Council Member hereby agrees and undertakes as a condition of tenure to treat confidentially all such information and other information obtained by him/her in the course of their term with the and hereby covenants, agrees, and undertakes not to disclose to any third party such information, either during the period of tenure, except as may be necessary to perform his/her duties, or after the end of term for any reason, except with the written permission of the District of Carleton North.

The Council Member will not allow any unauthorized person or persons to inspect or have access to any document that is of a confidential nature, regardless of media format, and will report any unauthorized access to the Town's CAO if such incident has occurred.

The Council Member will not remove any records containing confidential information for the municipality unless authorized to do so by the Clerk and will return such records to the municipality upon completion of the work term.

The Council Member understands and agrees that if confidential information is not effectively protected, the operations and reputation of the municipality may be threatened, and may suffer irreparably.

This Confidentiality Agreement applies to all Council Members of the District of Carleton North. All Council Members are asked to sign a Confidentiality Agreement which will be maintained on file. Upon signing, adherence to this policy is mandatory and non-adherence will result in disciplinary action up to and including legal action.

I, _____, acknowledge that I have read and understand the Confidentiality Agreement of the District of Carleton North. I agree to adhere to this agreement in its entirety. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement this _____ day of _____, 20__.

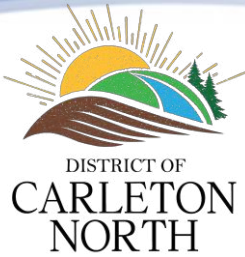
THE DISTRICT OF CARLETON NORTH

Per: _____
Mayor

Per: _____
Clerk

EMPLOYEE

Per: _____
Council Member



19 Station Road, Florenceville-Bristol, NB E7L 3J8
T: 506.392.6013 F: 506.392.5211

B E T W E E N:

(hereinafter "Committee Member"),

OF THE FIRST PART,

- and -

THE DISTRICT OF CARLETON NORTH,

a Municipality, pursuant to the Local Governance Act,
R.S.N.B. 2017, c. 18 (hereinafter "Town"),

OF THE SECOND PART.

CONFIDENTIALITY AGREEMENT

WHEREAS the Committee Member has been appointed to a committee of Council;

AND WHEREAS both the Committee Member and the Town recognize certain information may be disclosed to the Committee Member which is of a confidential nature;

AND WHEREAS the Committee Member agrees as a condition of their term to maintain the confidentiality of information received during the course of his/her tenure and after the end of their tenure.

NOW THE PARTIES hereto agree in consideration of tenure being provided by the Town as follows:

The Committee Member acknowledges that as an appointed committee member for the District of Carleton North, now or hereafter held that the Committee Member will acquire

information about certain matters which are confidential to the operation of the municipality and which information is the exclusive property of the municipality including, without limitation:

- (a) items related to land-use planning, development, and security;
- (b) personnel matters and hiring process;
- (c) matters involving negotiations with or obligations under collective agreements;
- (d) proposed by-laws in respect to provision of municipal services;
- (e) municipal projects;
- (f) proposed acquisition of property through expropriation or negotiation;
- (g) tendering of contracts;
- (h) expenditure of municipal funds; and
- (i) collection of fines, levies, fees or other remittances for municipal services.

The Committee Member hereby agrees and undertakes as a condition of tenure to treat confidentially all such information and other information obtained by him/her in the course of their term with the Town and hereby covenants, agrees, and undertakes not to disclose to any third party such information, either during the period of tenure, except as may be necessary to perform his/her duties, or after the end of term for any reason, except with the written permission of the District of Carleton North.

The Committee Member will not allow any unauthorized person or persons to inspect or have access to any document that is of a confidential nature, regardless of media format, and will report any unauthorized access to the Town's CAO if such incident has occurred.

The Committee Member will not remove any records containing confidential information for the municipality unless authorized to do so by the committee chair and will return such records to the municipality upon completion of the work term.

The Committee Member understands and agrees that if confidential information is not effectively protected, the operations and reputation of the municipality may be threatened, and may suffer irreparably.

This Confidentiality Agreement applies to all Committee Members of the District of Carleton North. All Committee Members are asked to sign a Confidentiality Agreement which will be maintained on file. Upon signing, adherence to this policy is mandatory and non-adherence will result in disciplinary action up to and including legal action.

I, _____, acknowledge that I have read and understand the Confidentiality Agreement of the District of Carleton North. I agree to adhere to this agreement in its entirety. I understand that if I violate the rules set forth in the Agreement, I may face legal, punitive, or corrective action.

IN WITNESS WHEREOF the parties have signed, sealed, and delivered this Agreement this _____ day of _____, 20__.

THE DISTRICT OF CARLETON NORTH

Per: _____
Mayor

Per: _____
Clerk

EMPLOYEE

Per: _____
Committee Member