

DISTRICT OF FORT ST. JAMES
POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Personnel
POLICY #:	4.2
SUBJECT:	CONFIDENTIALITY
ADOPTED:	November 10, 2004
REVISED:	
ADMINISTERED BY:	Administration

Policy:

District employees, by the nature of their employment, are often recipients of, or have access to confidential/sensitive materials/information. Without limiting the public's right and freedom of access to information, certain information received or held by City employees must be treated in confidence.

Objective:

To ensure that confidentiality is maintained by providing District employees with direction to identify and handle confidential or sensitive information.

Procedure:

1. All employees, as a condition of employment, must sign a Confidentiality Agreement (Schedule A attached to and forming part of this policy) stating that they will not divulge or use to their advantage confidential information obtained as a result of employment with the District. This confidentiality agreement covers the time of employment as well as after termination of employment.
2. Categories of information which must be treated as confidential include, but are not limited to, the following categories:
 - a. Matters discussed at, or actions arising out of, In-Camera or Committee meetings of Council are confidential until they have been acted on at a Public (Regular) meeting of Council;
 - b. Any matters in litigation or under review by District Solicitors for possible litigation;
 - c. Property purchase details while in negotiations;
 - d. Personnel records in relation to employee pay rates, job performance, sickness, personal problems, job interview details, application status or resume. This does not limit recommendations being made regarding employees suitability of employment with another employer;

- e. Names of persons making formal complaints to the District;
 - f. Tenders/quotations/proposal calls until they have been formally adopted by Council, or, in the case where they fall under the purchasing authority of a Department Head, until the results have been released by the Department Head;
 - g. Personal or financial information about employees, citizens or businesses;
 - h. Any materials that Mayor and Council have deemed to be confidential, even though there has not been an in-camera meeting;
 - i. Any materials required to be confidential under the Community Charter or Local Government Act, or any other relevant government Act.
3. Certain types of personal information may be disclosed under certain conditions, including but not limited to the following:
- a. Information required for tax searches by qualified solicitors, notaries, registry services or mortgage companies.
 - b. Information required by another government agency or company for the effective provision of a municipal service
 - c. Information required by third parties with the consent of the employee, citizen or business.
 - d. Any information where disclosure is required by law, following the District's current Freedom of Information policy
 - e. Personnel records in relation to employee pay rates, job performance, sickness, personal problems, etc. only when they are released by the Department Administrator with the approval of the employee.
 - f. Personnel records required for benefits administration.
4. Failure to comply with the terms of this policy may result in disciplinary proceedings.

(DISTRICT LETTERHEAD)

CONFIDENTIALITY AGREEMENT

IN CONSIDERATION of my employment by the District of Fort St. James, I hereby solemnly promise, covenant and agree as follows:

1. I will honestly and faithfully conduct myself and diligently perform all the duties devolving me while in the employ of the District.
2. I will observe the strictest secrecy with regard to all the business and affairs of the District and of its officers which shall be disclosed to me or which may come to my knowledge, and I will not divulge any information concerning the same unless expressly authorized to do so by the Mayor or a Councillor and, without restricting the generality of the foregoing, I will not, either during or after termination of my employment with the District, use or disclose to any person, firm or corporation any information relating to any transactions of the District whether with its customers, correspondents, elected officials, employees or otherwise.

RATIFICATION

Being of the Age of Majority under the laws of the jurisdiction referred to below where I reside and am employed by the District, I HEREBY RATIFY AND CONFIRM the above Agreement and declare the same to be binding on me.

RECEIPT of a copy of this Agreement is hereby acknowledged.

DATED at the District of Fort St. James, B.C.,

this _____th day of _____, 20_____ .

Employee Name: _____

Signature: _____

Witness Name: _____

Witness Signature: _____