



Confidentiality Policy

Number: 2023-015

Date Authorized: June 2023

To be reviewed: June 2025

Purpose or intent:

The Town of Trochu Library Board has a responsibility to limit the disclosure of confidential information that could be detrimental to the best interests of the Board, its patrons, employees or beneficiaries. This policy is intended to enhance public confidence in the integrity of the Board and its employees, volunteers, work placement students and third-party service providers.

Policy Statement:

The Town of Trochu Library Board and the Trochu Municipal Library are entrusted with information that is of a confidential nature. To comply with privacy legislation and maintain a high degree of professionalism and integrity, it is crucial that the Board and the Library maintain confidentiality and limit disclosure of such information.

Scope:

This policy applies to all Board members, employees, volunteers, work placement students and third-party service providers of the Trochu Municipal Library.

The duty to preserve the confidentiality of the library's information extends beyond, and continues after the individual's termination of employment, engagement, or contract with the Trochu Municipal Library.

Definition of Confidential information

Confidential information refers to information that, if disclosed without authorization, could be prejudicial to the interests of the Trochu Municipal Library and/or individual(s) in or associated with the Library. Confidential information includes but is not limited to the following:

- Any document which identifies a donor or a patron by name.
- Any document which contains personal Board, employee, patron, or volunteer information beyond what is generally 'public' - the name, title, business address, business e-mail and business phone number(s).
- In-camera discussions, confidential minutes or other information marked 'Confidential' resulting from Board meetings and/or their committees.
- Incoming and outgoing e-mails, hard-copy mail, and faxed documents marked 'Private' or 'Confidential' including copies.
- Any other document marked confidential by the sender. The sender will use discretion to identify what should be designated confidential in addition to the previous list of documents.

Procedure and Application

A. Confidentiality Agreement

- Upon the adoption of this policy all current Board members, employees, volunteers and third-party service providers must sign a Confidentiality Agreement (Appendix A) certifying they have read and agree to abide by the standards as defined in this policy.
- Before or upon assuming their official duties on the Board, as employees, volunteers, work placement students or third-party service providers, all individuals must sign a Confidentiality Agreement (Appendix A) certifying they have read and agree to abide by the standards as defined in this policy.

B. Handling of Confidential Information

Individuals employed by or engaged with Trochu Municipal Library may, through the normal day-to-day provision of services, be entrusted with confidential information. Individuals are responsible for ensuring the privacy and secure storage of confidential information and for exercising discretion in the handling of such information.

- i. Individuals will not knowingly, or willfully, directly or indirectly, misuse, disclose or disseminate to any third party any confidential information belonging to the Library which the individual acquired in connection with or as a result of their employment or engagement with the Library.
- ii. All records containing confidential information created or received by individuals must be protected against unauthorized access, collection, use, disclosure, retention or disposal through the use of reasonable security measures and effective records management.
- iii. All Board member, employee and volunteer medical information will remain confidential except by written release or where the release is required by law. However, some types of insurance require the Board member, employee or volunteer to release information to insurer(s) in order to validate claims or eligibility.

C. Disclosure of Confidential Information:

Employees, volunteers, Board members, work students, third-party service providers, clients, donors, and suppliers will be made aware that no information beyond that which is included on his or her business card (name, title, business address, email, phone number) will be disclosed to anyone outside the organization unless specific written authorization is given by the individual, or as required by law.

At all times, judgment and discretion must be used when asked to disclose confidential information. Unless required in the fulfillment of duties or with prior authorization,



disclosure of confidential information (see definition above) to individuals outside the Library who are *not* authorized to receive such information, is strictly prohibited unless required by law.

D. Breach of Confidentiality:

All individuals - Board members, library employees, volunteers, work placement students and third-party service providers - must comply with the following standards. Failure to do so will be considered a breach of confidentiality:

- Individuals must not place themselves in a position of obligation to persons who might benefit or appear to benefit from disclosure of confidential information.
- Individuals must not benefit or appear to benefit from the use of information not generally available to the public and which was acquired during the course of their official Library duties.
- Individuals must consult with their supervisor or designated FOIP coordinator when they are requested to provide any information which may breach the confidentiality standards defined in this policy.
- Individuals who receive unsolicited information, misdirected mail, or who have access to confidential information without authorization must notify their supervisor immediately.
- Any person working for/engaged with the Trochu Municipal Library, who for any reason, deliberately accesses or misuses confidential information not required in the performance of their duties is in breach of confidentiality, whether or not the information is disclosed to another person(s).

E. Termination of Employment/Engagement/Contract:

At the conclusion of their services, individuals must return all intellectual property, such as documents, papers, computer files and other materials in their possession or control that relates to the Trochu Municipal Library. Ownership of all documents, computer files and all other electronic or hard-copy material, will remain the property of the Library. Individuals are not permitted to make copies, in part or in whole, manually or electronically, of any confidential or proprietary information belonging to the Library.

The duty to respect the directives as defined within this policy continues after the individual's termination of employment, Board term, engagement, or contract with the Library. The Town of Trochu Library Board shall have the right to enforce its lawful rights and seek legal remedies against any offending individual(s) who fail to comply with the directives as defined within the policy following termination of employment, Board term, engagement, or contract with the Library.

BREACH OF POLICY



Individuals who fail to comply with this policy during the course of their Board term, employment, engagement, or contract with the Library or following the conclusion of their services, will be subject to disciplinary action, up to and including termination of Board term, employment, engagement, or contract with the Library, and/or legal action, as applicable.

RESPONSIBILITIES:

1. The Town of Trochu Library Board is responsible for advising stakeholders, maintaining, monitoring, and revising this policy, for authorizing exceptions, and for adhering to the secure retention and destruction of confidential information.
2. The Board will require signed Confidentiality Agreements from each Board member and from the Library Manager.
3. The Library Manager is responsible for advising employees, volunteers, work placement students and third-party service providers of this policy and ensuring the collection of signed Confidentiality Agreements.

Pam Bezanson, Library Chairperson

Date

APPENDIX A

CONFIDENTIALITY AGREEMENT

PLEDGE OF CONFIDENTIALITY

I, _____, as a(n)

[PRINT Name]

[Board Member, employee, volunteer, work placement student, third-party service provider]

[Circle ONE]

of the Trochu Municipal Library, have read the Confidentiality Policy and understand and agree that I am required to maintain in strict confidence — and am prohibited from disclosing or using, either directly or indirectly — any confidential information that I may acquire.

The term “confidential information” includes, but is not limited to, information and data relating to financial matters, patrons of the library, personal information and personnel matters.

[Signature]

[Date]

[Witnessed by]