

MINUTES OF SETTLEMENT
BETWEEN
CARLETON UNIVERSITY
And
The Carleton University Academic Staff Association (CUASA)

RE: Confidentiality Acknowledgement

WHEREAS the Carleton University Academic Staff Association (CUASA) formally grieved the *Confidentiality Agreement* all CUASA members were being required to sign as a part of the hiring process;

AND WHEREAS the parties met with Arbitrator Brian Keller on 10 March 2015;

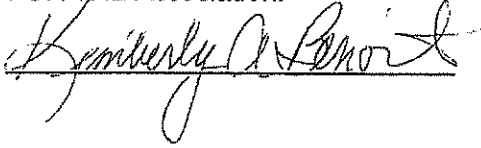
AND WHEREAS the parties wish to resolve all matters arising from the grievance;

THEREFORE THE PARTIES AGREE as follows:

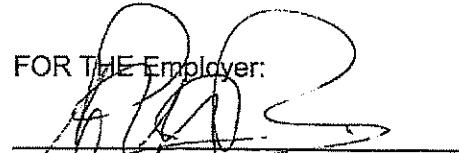
1. That in accordance with the provisions of the Ontario Labour Relations Act and Article 3 and Appendix J of the Collective Agreement between the Carleton University Academic Staff Association (CUASA) and Carleton University ("the Collective Agreement") is recognized as the exclusive bargaining agent with exclusive bargaining rights to represent members who are in the CUASA bargaining unit as defined by the certificate of the Ontario Labour Relations Board dated June 18, 1975, as may be amended from time to time. It is understood that there are no individual contracts of employment.
2. In entering into this agreement the Employer does not acknowledge that it is fettered in its rights to establish reasonable rules and policies, subject always to the applicable law and the relevant terms of the Collective Agreement.
3. CUASA reserves all its rights under the Collective Agreement, in the event any issue arises from the enforcement of the terms of the Confidentiality Acknowledgement or the enforcement of the terms of the prior Confidentiality Agreement members were being required to sign.
4. The Confidentiality Acknowledgement to be signed by CUASA members shall include Appendix A (citing the relevant provisions of the Collective Agreement, as attached).
5. The Confidentiality Acknowledgement document to be signed on a go forward basis will be the document as attached (Schedule 1). Each member will receive a copy of their signed Confidentiality Acknowledgement and CUASA will receive copies of all signed Confidentiality Acknowledgements by bargaining unit members on a go forward basis.
6. These *Minutes of Settlement* are not confidential and CUASA will communicate its terms to their members..
7. Arbitrator Brian Keller remains seized of this matter.

Signed on this day 10 March 2015 in Ottawa Ontario.

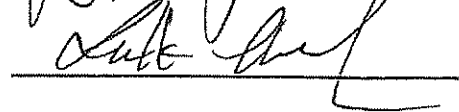
FOR THE Association:



FOR THE Employer:







SCHEDULE 1

CONFIDENTIALITY ACKNOWLEDGEMENT

WITH

CARLETON UNIVERSITY

I hereby acknowledge that I am employed in a position of trust and in the course of carrying out, performing and fulfilling my duties I will have access to and will be entrusted with confidential information concerning the business and/or employees of the University.

Subject to the provisions of the Collective Agreement outlined in Appendix A to this document, I acknowledge that all confidential information of the University disclosed to me in connection with my employment shall be held in the strictest confidence and that I shall not, during my employment with Carleton University or at any time thereafter, communicate or disclose to any person, firm, organization, association or entity whatsoever other than Carleton University's qualified employees, any such confidential information or other private affairs of the Employer. Nor shall I make use of such information for my personal use or benefit or for the use or benefit of any other person, firm, organization, association, University or entity whatsoever other than Carleton University, or assist others in so doing.

By signing this document I acknowledge that I have read and understood the provisions of this document and the attached Appendix A.

(Signature)

(Date – MM/DD/YY)

(Name – Please Print)

Appendix A

All members of the CUASA bargaining unit have the right to disclose confidential information to CUASA for the purpose of obtaining advice and representation from CUASA. The following provisions of the Collective Agreement address the requirements of confidentiality and rights to Academic Freedom:

Article 4: Academic Freedom

4.1 The common good of society depends upon the search for truth and its free exposition. Universities with academic freedom are essential to these purposes both in teaching and scholarship/research. Employees are entitled, therefore, to:

- (a) freedom in carrying out research and in publishing the results thereof,
- (b) freedom in carrying out teaching and in discussing their subject and,
- (c) freedom from institutional censorship.

Academic freedom carries with it the duty to use that freedom in a manner consistent with the scholarly obligation to base research and teaching on an honest search for truth.

Article 10.1: Tenure and Promotion for Faculty Employees

(d) Tenure

- (i) Tenure and academic freedom are related to each other. Academic freedom is a right of all faculty members. The right to freedom is, generally, the right not to be interfered with. A faculty member's right to academic freedom is their right not to be interfered with in the discharge of their academic role. That role includes the acquisition of knowledge and skills and the guidance of others in the acquisition of these. The right to academic freedom includes, accordingly, the right of a faculty member to criticize the university in any respect in which it is an environment unfavourable to these ends in order to advocate changes which will make it a more favourable one, and in order to oppose changes which will make it a less favourable one. It also includes the right of a faculty member to investigate, to teach and to publish as well as to criticize any aspect of learning or society insofar as doing so is compatible with their academic obligation to discharge the academic role in a responsible way. The principle of appointments with tenure is an important safeguard of the right to academic freedom, thus understood.

Article 10.11: General Committee Rules

- (h) All participants in the tenure and promotion review process, including members of review committees, academic administrators, and observers and representatives of CUASA, shall be bound by the confidentiality of the proceedings and procedures of the tenure and promotion review process.

Article 15.2: Rights and Responsibilities of Faculty Employees as Teachers

[for Faculty employees]:

- (c) It is the responsibility of faculty employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination, to respect the principles of confidentiality in a

manner consistent with the performance of their academic role and to acknowledge their indebtedness to students in relation to their own research.

Article 15.3: Rights and Responsibilities of Instructor Employees

[for Instructor employees]:

- (b) All Instructor employees shall have the following rights and responsibilities:
 - (iii) It is the responsibility of Instructor employees to deal ethically and fairly with students, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality in a manner consistent with their instructional role;

Article 15.4: Rights and Responsibilities of Professional Librarian Employees

[for Professional Librarian employees]:

- (d) It is the responsibility of professional librarian employees to deal fairly and ethically with those to whom they render their professional services, to foster a free exchange of ideas, to avoid discrimination and to respect the principles of confidentiality, in a manner consistent with the performance of their professional role.

Article 15.6: Rights and Responsibilities of Self Governance

- (b) In the course of the collegial and peer judgement decision-making process, members of the academic staff shall deal fairly and ethically with their colleagues, shall objectively assess the performance of their colleagues when this is required, shall avoid discrimination and shall not infringe on their colleagues' academic freedom. In addition, they shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

Article 16: Confidentiality and Access to Personnel Files

16.13 In accordance with Article 7, the Employer has a right to confidentiality in its documents, files and official records so designated whether on paper or in electronic form with respect to the responsibilities and functions of the Employer.

16.14 Access to Information Requests

When the Employer receives a request pursuant to the Ontario *Freedom of Information and Protection of Privacy Act* R.S.O. 1990, c.F.31, which requires a member to provide information, the member shall be advised that they should contact the Association.