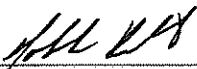



CUASA Proposal  
16 June 2014  
Carleton Proposal  
07 July 2014  
CUASA Proposal  
09 July 2014  
Carleton Counter  
10 July 2014  
CUASA Proposal  
11 July 2014  
Carleton Counter  
11 July 2014  
CUASA Proposal  
26 July 2014  
Carleton Counter  
26 July 2014  
CUASA Counter  
27 July 2014 12:00 PM

Agreed July 27, 2014

  
\_\_\_\_\_  
Malcolm Butler  
For the Employer

  
\_\_\_\_\_  
Janice Scammell  
For the Association

## Article 16: Confidentiality And Access To Personnel Files

<Article 16.1-16.10: *Agreed, status quo* language >

<Article 16.11: *Agreed*, language change as follows:>

16.11 Letters or assessments or any other material presented as evidence in a proceeding for dismissal for cause shall be made available to the individual faculty employee concerned, according to the procedures of C3 of the *Tenure and Dismissal Document*. **Appendix A.** In the case of Instructor employees and/or professional librarian employees all such material shall be made available to the employee or his/her advisor at the commencement of the formal grievance stage pursuant to Article 30.7 or, at the discretion of the employer, at an earlier date. True copies of letters or assessments shall be supplied to the employee concerned.

<Article 16.12: *Agreed, status quo* language >

~~16.13 In accordance with article 16.12, Carleton University agrees that it will not contract out its electronic information management, including but not limited to, email, calendar, disk access, text chat, wiki, bookmarking, collaborative working environment, video conferencing, data conferencing, knowledge management, information sharing tools, systems and servers to a third-party nor to external providers.~~

~~16.13 Should the employer consider contracting out any electronic information management or communication service, the academic freedom rights of CUASA members must remain intact under Canadian law and this collective agreement, and not be subject to any foreign government access.~~

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16.1343 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 (hereinafter "the request") pursuant to access to information legislation requests for records of, or relating to, a member of the bargaining unit, the Employer shall:~~

- ~~(a) Immediately advise the member that it has received the request with a copy sent to the Association at the same time; and~~
- ~~(b) Immediately provide the Association with sufficient information to enable the Association to understand the nature of the request, so that the Association can effectively represent its members in accordance with its obligations~~

~~16.15 Following disclosure to the Association of the documents referred to in 16.14(a), the Employer shall meet with representatives of the Association to discuss the request.~~

#### ~~16.15 Access to Information Requests~~

~~When the Employer receives a request (hereinafter "the request") pursuant to access to information legislation requests for records of, or relating to, a member of the bargaining unit, the Employer shall:~~

- ~~(a) Immediately advise the member that it has received the request with a copy sent to the Association at the same time; and~~
- ~~(b) Immediately provide the Association with sufficient information to enable the Association to understand the nature of the request, so that the Association can effectively represent its members in accordance with its obligations~~

~~Following disclosure to the Association of the documents referred to in 16.14(a), the Employer shall meet with representatives of the Association to discuss the request.~~

#### ~~16.14 Access to Information Requests~~

~~When the Employer receives a request (hereinafter "the request") pursuant to access to information legislation requests for records of, or relating to, a member of the bargaining unit, the Employer shall:~~

~~(a) Immediately provide notice to the member according to the Ontario Freedom of Information and Protection of Privacy Act (as below) that it has received the request with a copy sent to the Association at the same time; and advise the member of their right to representation by the Association.~~

#### 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 ~~ing information from a member to provide information~~, the member shall be advised that they should ~~may~~ contact the Association for advice.

##### ~~FIPPA, 1990 - Obligation to disclose~~

~~11. (1) Despite any other provision of this Act, a head shall, as soon as practicable, disclose any record to the public or persons affected if the head has reasonable and probable grounds to believe that it is in the public interest to do so and that the record reveals a grave environmental, health or safety hazard to the public. R.S.O. 1990, c. F.31, s. 11 (1).~~

##### ~~Notice~~

~~(2) Before disclosing a record under subsection (1), the head shall cause notice to be given to any person to whom the information in the record relates, if it is practicable to do so. R.S.O. 1990, c. F.31, s. 11 (2).~~

##### ~~Contents of notice~~

~~(3) The notice shall contain,~~

~~(a) a statement that the head intends to release a record or a part of a record that may affect the interests of the person;~~

~~(b) a description of the contents of the record or part that relate to the person; and~~

~~(c) a statement that if the person makes representations forthwith to the head as to why the record or part thereof should not be disclosed, those representations will be considered by the head. R.S.O. 1990, c. F.31, s. 11 (3).~~

#### 23.1 Information Concerning Employees

~~(a) The provisions of the Freedom of Information and Protection of Privacy Act (FIPPA) govern the disclosure of information concerning employees to CUASA for the purpose of enabling the union to carry out its responsibilities under the Ontario Labour Relations Act (OLRA) to act as the agent and representative of bargaining unit members in labour relations matters. CUASA confirms that such information will only be used by CUASA to carry out its statutory responsibilities. The employer shall make available monthly to the Association a list stating the name, rank, status (term, preliminary, tenured, confirmed), amount of dues deducted, department, date of initial appointment at the University, date of last sabbatical, department of primary position, full time equivalent (sum of positions), highest degree, resignation date, stipend title, stipend amount, year of first degree, year of highest degree, date of last promotion, leave status, date of birth, and a unique identifier for each employee within the bargaining unit and the total number of employees in each rank. Further, the employer shall inform the Association in writing in a format identical or similar to that used in April 1977 of all changes and the reasons for such changes.~~