



# PILGRIM UNITING CHURCH

*We are called by God to be a prophetic witness in the city of Adelaide so that new life and vitality will be generated in our city and its people. We celebrate in our unity and diversity, our shared beliefs and past experiences, and value worship, teaching, creativity and justice.*

HR-07

## CONFIDENTIALITY POLICY

### 1. Introduction

Pilgrim Uniting Church (Pilgrim) is committed to ensuring the confidentiality of all information gained by volunteers and staff during the course of their work with the Church.

### 2. Policy

To ensure that all confidential information is appropriately used, stored and managed, staff and volunteers (where appropriate) must:

- sign a Confidentiality Agreement - see Attachment 1;
- ensure that confidential information is used solely for the purposes of performing their duties for Pilgrim;
- take reasonable steps to ensure that the ongoing confidentiality of all information is maintained; and
- ensure the secure storage of sensitive and confidential information.

### 3. Definition of Confidential Information

For the purpose of this policy, “confidential information” is defined as:

- the names, details and other personal or business information relating to Pilgrim Ministers, members, adherents, clients, visitors, volunteers and staff, judged to be of a sensitive nature;
- matters of a pastoral, professional or personal nature, intellectual property of any type, information on the reasons for any UCSA or Pilgrim decision, financial information, and strategic and business planning documents whether they relate to Pilgrim or Synod;
- other information which Pilgrim through any of its policies and processes has defined as confidential or which, if disclosed, could reasonably be expected to be detrimental to the standing of Pilgrim or members of its Congregation, visitors, volunteers and staff members; and
- all other information which is communicated to personnel in circumstances which they know, or ought reasonably to know, is confidential to Pilgrim or any other persons with whom Pilgrim is associated.

This definition excludes any information that could be reasonably assumed to be public knowledge or was known prior to commencement of employment or volunteer duties with Pilgrim.

**Authorisation**

Church Council Chair:



Reviewed February 2020

Approved: March 2020

Next review date: March 2022

## **CONFIDENTIALITY PROCEDURES**

### **1. Responsibilities**

1.1 Pilgrim's staff and volunteers (where appropriate) are responsible for:

- signing the attached Confidentiality Agreement;
- using confidential information solely for the purposes of performing their duties for Pilgrim; and
- taking reasonable steps to ensure the ongoing confidentiality of all information is maintained.

1.2 Pilgrim's Volunteer Coordinator is responsible for ensuring that new and existing Pilgrim volunteers, where appropriate, sign the Confidentiality Agreement.

1.3 Chairpersons of Pilgrim's Church Council, Committees and Working Parties must ensure that members, where appropriate, sign the Confidentiality Agreement.

1.4 The Business Manager is responsible for ensuring that:

- all existing and future new employees sign the Confidentiality Agreement
- Confidentiality Agreements and sensitive and confidential information, both hard copy and electronic, are securely managed and stored.

### **2. Breach of this Policy**

Personnel who are found to be in breach of this Confidentiality Policy, whilst employed by or in volunteer service for Pilgrim, may be subject to disciplinary action.

However, it is important that Pilgrim personnel recognise that the work of the Church can be significantly enhanced by the responsible transfer of confidential information between those who need access to this confidential information in order to make informed decisions. In this sense the use of confidential information should be seen as a ministry advantage rather than impediment.

### **3. Expectations of personnel on retirement or resignation**

At the end of a person's employment or volunteer service, they must return to Pilgrim;

- all confidential information whether held in electronic or hard copy form; and
- all copies of confidential information and notes and other records based on or incorporating confidential information

held in their possession or control where this information relates directly to the person's position in Pilgrim, rather than information that should continue to remain the property of the person.

Pilgrim's personnel's obligation to confidentiality will continue after the end of their employment or volunteer service other than to the extent that this information forms part of their stock of general skills and knowledge.

Any ex-employee or ex-volunteer found to be in breach of this confidentiality obligation may be subject to legal action.

#### 4. Relationship to employment contracts

For new employees this Policy and the attached Confidentiality Agreement will operate in conjunction with the terms and conditions of their employment with Pilgrim. The Confidentiality Agreement:

- must be signed prior to the commencement of employment; and
- will be signed by volunteers where it is deemed relevant for their role

#### 5. Related Policies

- HR-11 Code of Conduct – Staff

#### Authorisation

Chair of Operations Committee:

Reviewed February 2020

Approved: March 2020



Next review date: March 2022

## PILGRIM UNITING CHURCH - CONFIDENTIALITY AGREEMENT

BETWEEN

Name: \_\_\_\_\_

Address \_\_\_\_\_

AND

Pilgrim Uniting Church, 12 Flinders Street, Adelaide SA

### THIS AGREEMENT PROVIDES AS FOLLOWS:

1. During the course of your employment/voluntary services, you will be required to keep certain information that comes within your knowledge and possession in accordance with the Pilgrim's Confidentiality Policy.

For the purpose of this agreement, "confidential information" is defined as:

- the names, details and other personal or business information relating to Pilgrim's congregation members, visitors, volunteers and staff, judged to be of a sensitive nature;
- matters of a pastoral, professional or personal nature, intellectual property of any type, information on the reasons for any Pilgrim decision, financial information, and strategic and business planning documents;
- other information which Pilgrim through any of its policy and processes has defined as confidential or which, if disclosed, could reasonably be expected to be detrimental to the standing of Pilgrim or members of its Congregation, visitors, volunteers and staff members; and
- all other information which is communicated to personnel in circumstances which they know, or ought reasonably to know, is confidential to Pilgrim or any other persons with whom Pilgrim is associated.

This definition excludes any information that could reasonably be assumed to be public knowledge or was known prior to commencement of employment or volunteer duties with Pilgrim.

2. You acknowledge that the confidential information belonging to Pilgrim will remain the absolute and exclusive property of Pilgrim. In the case of confidential information developed or contributed to by you, this will be deemed to have been assigned to Pilgrim in consideration of your employment with Pilgrim.
3. You also acknowledge that on the termination or resignation of your employment/voluntary services, you will return all documentation including, but not limited to, originals, copies, soft copies, emails or any other copy of a document, which

is confidential information belonging to Pilgrim. With prior written consent of Pilgrim, you are permitted to keep a record of titles of documents created during the course of your employment with Pilgrim.

- 4. You will not without Pilgrim's prior written consent:
  - 4.1 Disclose or divulge any confidential information to any third party in any manner whatsoever unless required by law.
  - 4.2 Use any of the confidential information for any purpose other than your employment/voluntary services with Pilgrim.
  - 4.3 Remove, retain or make copies of any confidential information following the termination of your employment/voluntary services.

You will be permitted to remove confidential information from Pilgrim's premises to carry out your ordinary duties. You must however, maintain the confidentiality and security of that information off site at all times.

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signed by the Employee/Volunteer:

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

Signed by Witness:

\_\_\_\_\_ (print name)

\_\_\_\_\_ (signature)

\_\_\_\_\_ (position)