

## Memo

**To:** Dr. Lawrence Martz  
Employer Chair  
University Grievance Committee

**From:** Professor Patricia Farnese  
Associate Grievance Officer  
University of Saskatchewan Faculty Association

**Date:** 6/5/2017

**Re:** Grievance # 2017-06: Breach of Article 22 - Salary Continuance Plan-Unlawful and Unilateral Modifications to the 90 day Salary Continuation Plan and Breach of Medical Privacy Laws

This grievance is filed by the Faculty Association on its own behalf and on behalf of members who are or who may become eligible to receive salary continuance for the first 90 days of an illness or disability.

On April 26, 2017 the members of the Joint Benefits Committee were advised that the Employer had contracted with Lifemark Health Group effective May 1, 2017 to provide a full service short term disability management program replacing the services that had been provided in-house by Wellness Resources. Included in the notification were copies of the following:

1. Letter to Employees from Wellness Resources
2. Authorization and Consent of Medical and Personal Information Form
3. Employee Questionnaire
4. Letter to Physician
5. Attending Physician Statement

At all material times in the collection of medical and personal information during the disability management program, Lifemark will be acting solely as the agent of the Employer who is required to pay the full salary of a faculty member absent from work due to illness or disability for the first 90 days of the absence.

The Association alleges that the various forms and associated requests for personal and medical information are unreasonable under the circumstances. The medical and personal information that is requested is private medical information that the employer is not entitled to request and collect for the purpose of administering the short term disability illness protection for our members for the first 90 days of an absence from work.

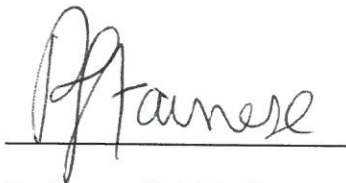
It is the position of the Association that the medical and personal information required to be disclosed on the forms violates the privacy laws relating to the collection and disclosure of confidential and private employee medical information.

Without limiting the generality of the foregoing and more specifically, the employee patient's signature on the form permitting Lifemark direct contact with the employee's "health professional organization" for all personal and medical information is a violation of medical privacy jurisprudence. For example, one of the forms requests disclosure of a medical diagnosis, and requires the disclosure of a list of symptoms, details on medications prescribed, their dosages and frequency of ingestion. It also requests details on the treatment plan, if any that has been prescribed. The Association is of the view that current privacy laws prohibit an employer from requesting this type of invasive and extensive private medical information in connection with a short-term illness or disability requiring a short term absence from work.

In addition, the program requests information that is in direct violation of the terms and conditions of our collective agreement. For example, the employee is asked to describe the number of hours worked in a normal week and number of hours worked per day. Our collective agreement does not mandate hours of work per day or per week. Furthermore the Salary Continuance Plan provides that members are entitled to salary continuance if they are totally or partially disabled from performing the duties of their academic appointment. They are not required to perform other types of alternate or modified work for the Employer during the first 90 days of absence due to disability or illness as the forms seem to suggest.

The changes to the salary continuance program consequent on the contracting out of the management of this program also violate the settlement of a grievance filed in 2011 regarding the nature of type of medical information that could be collected by or on behalf of the employer.

The Association is requesting that the employer cease and desist from referring illness and disability claims to Lifemark and requesting and collecting private medical information it is not entitled to and to modify the forms to bring them in compliance with the forms previously agreed-upon by the parties.



Professor Patricia Farnese  
Associate Grievance Officer  
University of Saskatchewan Faculty Association