

## Model Clause on ~~Privacy and Personal Health Information~~ Confidentiality of Personal and Medical Information

### 1

~~Members have a right to privacy. Although the administration of the collective agreement will sometimes require that medical information and opinion be provided, the employer agrees to limit access to such information, to ensure that such information is treated confidentially, and to adopt procedures which ensure that the rights of individuals to privacy are not violated.~~

**All academic staff members have privacy rights in their personal and medical information. The employer must comply with privacy laws and principles in protecting those rights at all times. Personal information includes, but is not limited to, private information.**

### 2

~~The employer shall not request nor shall health professionals or expert consultants provide the details of an individual health condition beyond that needed to ensure proper administration of the collective agreement.~~ **All information shall be collected or used as authorized by the Collective Agreement or otherwise by law, and shall be protected as subject to the privacy rights of every academic staff member. Without the prior written consent of the affected academic staff member the employer shall only disclose or release personal and medical information as authorized by the Collective Agreement or applicable legislation.**

### 3

~~When the collective agreement requires verification of a health condition the employer shall rely in the first instance on the opinion of the member's health professional as provided by the member.~~ **When the administration of a Collective Agreement requires a verification of a health condition for purposes of sick leave, long-term disability or other policies, the employers shall rely on the opinion of the employee's health professional as communicated through the academic staff member. In such process, the health information provided shall be restricted to forwarding the opinion of the health professional as to whether the health status of the employee is such that the employee is unable to return to work and, if so, for what anticipated duration and/or under what conditions.**

### 4

~~The member's health professional who provides the employer with a report or opinion under the terms of the collective agreement shall restrict that report or opinion to the existence of a health condition.~~

**In cases where an accommodation is sought by an employee, medical and expert consultants requested or required by the employer shall be restricted to the opinion of the health professional in respect to the need and appropriateness of the proposed accommodation. The employer shall not request any information beyond that required to ensure appropriate accommodation.**

### 5

~~Should the employer seek a second opinion under the terms of the collective agreement the health professional chosen and approved by the member shall have reasonable access to all relevant~~

~~medical information, shall ensure that this information remains confidential, and shall restrict any subsequent report or opinion to the existence of a health condition. The employer shall assume all costs associated with seeking a second opinion.~~

**Absent written consent of an academic staff member, all communications with an academic staff member's health professional shall be through the academic staff member. The employer shall not otherwise seek to communicate directly with a health professional.**

**6**

~~No further medical opinion may be sought without reasonable grounds.~~

**Privacy rights, including the protection of an academic staff member's medical information, do not depend on how the employer provides or administers sick leave, long-term disability, or any other benefits under the Collective Agreement or as may be required by law such as through the duty of accommodation. Accordingly, the parties confirm that it is the employer's responsibility to ensure that any external health insurer or health services administrator comply with the standards set out in the Collective Agreement and relevant privacy laws and principles.**

**7**

~~Any medical information concerning a member received by the employer will be available to the association upon request.~~

**Following a request by the affected academic staff member, the employer shall provide access to all personal and medical information held in an employer file. On request of the academic staff member following a review and verification of such information, the employer shall amend or remove inaccurate or inappropriate information from such file(s).**

**8**

~~Any external health insurer providing coverage for benefits mandated under the collective agreement shall comply with the privacy standards established in the collective agreement and with standards as set out in Schedule I of the *Personal Information Protection and Electronic Documents Act* and any applicable provincial legislation.~~

**Access to personal and medical information by the employer shall occur only where absolutely necessary to administer the benefits and other provisions of the Collective Agreement or as otherwise required by law. Any such access shall be based on a need to know basis and limited to such information in those parts of the employee's file(s) that are relevant to the issue at hand.**

**9**

**Where personal and medical information is no longer required to provide benefits or other entitlements under the Collective Agreement or at law, the employer shall be immediately destroy such information in a manner that protects the employee's privacy.**

**Approved by the CAUT Council, April 2010  
Revised by the CAUT Collective Bargaining and  
Economic Benefits Committee, March 2018;  
Revision approved by the CAUT Executive Committee, September 2018.**