Illness and Absenteeism Newsletter - September 2018, Edition

Welcome to the latest issue of our newsletter. You have received this monthly newsletter because you either signed up for our electronic newsletter, purchased a copy of our resource manual, or are engaged in the human resource or labour relations field.

This newsletter addresses illness and absenteeism. It is designed to communicate relevant and timely decisions of interest to human resource personnel, union representatives and labour relations practitioners across Canada. It is written by Denny Kells, author of the looseleaf manual Illness and Absenteeism. Information regarding that publication is set forth at the end of this newsletter.

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If you have any questions or suggestions regarding our newsletter, please contact us by e-mailing denny@illnessandabsenteeism.com.

In this edition you will find:

A. Featured Article: Establishing the existence of a *bona fide* occupational requirement had generally been dependent on identifying whether the standard that the employer had adopted (as for example, a minimum physical qualification) was *prima facie* discriminatory. This proved a challenge where the factual circumstances did not involve this type of standard, for in these cases, the parties were required to resort to devising a notional standard that could be used in the analysis. The courts have now foregone such an approach in favour of simply determining whether the employer reasonably accommodated the employee to the point of undue hardship. [Click here]

B. Recent Decisions of General Interest

1. An employer who had improperly delayed an employee's return to work after having received medical evidence substantiating her fitness to return was ordered to compensate the employee for 22 months of lost wages.

2. An employee who requires accommodation cannot insist on a perfect solution or on a solution that would be more to her liking. An employee who rejects what amounts to a reasonable offer of accommodation may lose her entitlement to be accommodated.

3. A party's ongoing failure to comply with an order for document disclosure may result in an order for costs being made against that party.

4. An employer was entitled to rely on the doctrine of frustration to bring an end to the employment of a non-unionized employee who had been absent on medical leave for 3 ½ years.

5. The placement of an employee on an attendance support program will not be discriminatory unless the employee can establish that he experienced an adverse impact and that such adverse impact was related to his disability.

C. Subscriber-Only Manual Supplement for September, 2018

D. About Illness and Absenteeism: The *Illness and Absenteeism* manual is now being offered on a 90 day trial basis.

A. Featured Article: Establishing the existence of a *bona fide* occupational requirement had generally been dependent on identifying whether the standard that the employer had adopted (as for example, a minimum physical qualification) was *prima facie* discriminatory. This proved a challenge where the factual circumstances did not involve this type of standard, for in these cases, the parties were required to resort to devising a notional standard that could be used in the analysis. The courts have now foregone such an approach in favour of simply determining whether the employer reasonably accommodated the employee to the point of undue hardship.

In *Saturna Beach Estates*, 2017 BCHRT 184 (CanLII) (Trerise), the employee was employed as the business's wine maker. His responsibilities were diverse. They included taking care of the 70 acre estate, handling the tanks, performing laboratory work, tasting the wines, moving equipment about and driving the forklift. He earned $70,000 per annum pursuant to a written contract of employment.

The employee had received positive feedback and a raise during his 3½ years of employment. It was at that point in his employment that he was injured when he attempted to remount a belt on the undercarriage of a lawnmower that he had been operating. The accident resulted in a piece of the index finger of his right hand being severed by a pulley wheel that unexpectedly snapped forward while he was trying to effect the repair.

As a result of the accident, the employee suffered an amputation to the end of his right finger and the crushing of his middle finger." He was unable to perform simple tasks with his hand. He experienced a great deal of continuous pain for at least six months. He filed a claim with the Workers Compensation Board and received therapy treatments from the Board for a period of eight weeks. He was prescribed several pain killers, and at the time of the hearing that commenced more than two years after the accident, he was still taking Tylenol 400. In the year prior to the hearing, nerve block procedures were performed on him on three occasions. At the hearing, he testified "that if anything touches his amputated finger, he gets needles. There is constant pain through his right arm which reflects into his left arm. He testified that his crushed finger had healed."

One month after the accident, the employee received an email from the employer, advising that it was concerned that he had not inspected the bulk wine in the tanks for the past five weeks, and that his absence was preventing him from overseeing an independent contractor that he had been authorized to hire. It advised that the employer "required his oversight of the [contractor's] activities and a report on the state of the vineyard and winery." The email stated that it was "notice pursuant to the provisions of [their Employment Agreement]".

In response, the employee advised that he was not going to be able to attend at work and he suggested that the employer hire someone to replace him until he was able to return.

The employer subsequently advised the employee, by email, approximately three months later, that his employment was now being terminated because he had failed to remedy the earlier deficiencies that had been brought to his attention.

The employee was subsequently diagnosed as suffering from Chronic Regional Pain Syndrome (CRPS). He testified that as at the time of the hearing's conclusion, more three years after the accident, he still had pain every day and that he required breaks to allow him to carry out daily tasks. At that point, he was receiving a monthly partial disability payment from Workers' Compensation.

The adjudicator accepted that the employee had established a *prima facie* case of discrimination in that he had proven that he had or was perceived to have a physical disability, that he had suffered an adverse impact with respect to his employment (the termination), and that it was reasonable to infer from the evidence that his physical disability was a factor in that adverse impact. [*Moore v. British Columbia (Education)*, 2012 SCC 61 (CanLII)]

It then fell to the employer to establish, pursuant to s. 13(4) of the *Code*, that there existed a *bona fide* occupational qualification that would justify the termination. The employer did not call any evidence but rather appeared to have been satisfied to rely on the employee's failure to perform satisfactorily under the Employment Agreement. The adjudicator stated that such was not sufficient:

> Any agreement which has a discriminatory effect cannot constitute a justification for discriminatory behaviour.

The employer had provided no evidence of undue hardship or any form of reasonable accommodation.

The adjudicator commented upon the conceptual difficulty that arises when analyzing the issue of *bona fide* occupational requirements using the tests set forth by the Supreme Court of Canada in *Meiorin* and *Grismer*, for both cases dealt with assessing the *bona fides* of qualification standards that had been adopted by the employer. He stated:

> The definitive decisions from the Supreme Court of Canada dealing with the issue of *bona fide* occupational requirement are *British Columbia (P.S.E.R.C.) v. B.C.G.S.E.U.*, 1999 CanLII 652 (SCC) [***Meiorin***] and *British Columbia Superintendent of Motor Vehicles v. British Columbia (Council of Human Rights)*, 1999 CanLII 646 (SCC) [***Grismer***]. Both of those decisions involved complaints related to the application of standards which were *prima facie* discriminatory. There is, of course, no such standard in place in this instance.
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> A similar difficulty was encountered by the Supreme Court of British Columbia in *Quackenbush v. Purves Ritchie Equipment Ltd.*, 2006 BCSC 246 (CanLII). In that case, the court noted the conceptual difficulties in cases that do not, like *Meiorin* and *Grismer*, involve the adoption and application of qualification standards. The court determined that in such circumstances nothing is gained by going through the "futile mental gymnastics necessary to identify some sort of standard so as to rigidly apply the *Meiorin* test." In the circumstances, the court determined that the proper approach was to determine if the employer reasonably accommodated the complainant to the point of undue hardship.

The adjudicator also considered whether the employer might be able to rely on a defence of frustration of contract:

> In the absence of submissions from [the employer], I have considered whether a defence of frustration of contract might be available to them in the context of the undue hardship analysis. (… WFG Agency Network (No. 2), 2008 BCHRT 376 (CanLII) …) The issue was addressed in Hydro-Quebec …, 2008 SCC 43 (CanLII), wherein the Court held that the duty to accommodate ends where a disabled employee is unable to meet the basic requirements of the job. However, in this case at the time the termination was effected there was no information which suggested that [the employee's] condition was permanent or even that it would be extended to the point that frustration could ensue. [The employer's] decision to terminate was premature.

The employee's complaint was upheld. The issue of remedy was deferred to a subsequent hearing date.

The application of the Meiorin test in determining prima facie discrimination is considered in section 14:205 of the *Illness and Absenteeism* manual and is specifically referenced in the supplement's index under *Discrimination*. Issues related to attendance management programs are considered in section 17:307 of the *Illness and Absenteeism* supplement and are also specifically referenced in the supplement's index under *Absenteeism*, while the matter of frustration of an employment contract is discussed in s. 17:300 of the manual and is specifically referenced in the supplement's index under *Abandonment or loss of position*.

Readers are reminded that the concept of frustration of an employment contract, while applicable in individual contracts of employment, has no place in a unionized context.

B. Recent Decisions of General Interest

1. An employer who had improperly delayed an employee's return to work after having received medical evidence substantiating her fitness to return was ordered to compensate the employee for 22 months of lost wages.

In *Canada Post Corporation*, 2017 CanLII 75160 (CA LA) (Stewart), the employer was found to have improperly delayed the employee's return to work after having received medical evidence that she was fit to return:

> After a consideration of all the circumstances and the relevant interests, it is my view that it is reasonable for the reinstatement to have been effected November 1, 2013, which accords with commencement of the 25 day period prior to the filing of her grievance.

The employee was to be compensated for her losses (less mitigation) for the period from November 1, 2013 to the date of her actual reinstatement on August 31, 2015.

An employer's obligation to identify and effect a timely accommodation is considered in section 14:431 of the *Illness and Absenteeism* manual and is specifically referenced in the supplement's index under *Accommodation - Employer obligations*.

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2. An employee who requires accommodation cannot insist on a perfect solution or on a solution that would be more to her liking. An employee who rejects what amounts to a reasonable offer of accommodation may lose her entitlement to be accommodated.

In *Forensic Psychiatric Services Commission (No. 2)*, 2017 BCHRT 147 (CanLII) (Rilkoff), the employee was an epileptic whose epilepsy had been controlled by medication. However, he suffered an epileptic seizure that ultimately resulted in the loss of his Class 4 commercial driver's licence. The employee filed a complaint alleging that the employer had discriminated against him, and that it had failed to accommodate him, to the point of undue hardship, when it restricted him for a period of 11 months to working only evening shifts, with the occasional night shift. The employer's position recognized that a class 4 licence was not required on those shifts because they did not involve the transport of psychiatric patients to medical appointments or judicial proceedings.

While the employee's complaint was filed on the grounds of physical disability, the essence of his complaint was that the employer-imposed accommodation restricting him to the evening shift constituted an undue hardship in that it significantly limited his interaction with his children and spouse. Although not specifically included in his complaint, the adjudicator addressed the issue of family status. He stated that while the law on family status was somewhat unsettled in British

Columbia, the facts as presented in this case did not warrant a finding of discrimination on that ground:

> Whether I apply the approach taken federally, in Ontario or in Alberta, I reach the same conclusion. [The employee] would be unable to establish discrimination on the basis of his family status because the scheduling did not interfere with his obligation to provide child care or any other legal responsibility for his children, and his ability to continue to perform his job.

The adjudicator reviewed the legal priciples established by the Supreme Court of Canada in *Moore v. British Columbia (Education)*; *Meiorin*; *Hydro Quebec*; and *Central Okanagan (Renaud)*. He concluded that the accommodation offered by the employer was "completely reasonable." He stated that "accommodation is a very context and fact-specific exercise." The employee was able to maintain his position without loss of pay or hours. The employee's suggestion that he retain his day shift while having his supervisor transport patients when necessary would have interfered with the employer's expectations of the supervisor. While that may have been a necessary consideration where there was no other reasonable option, the accommodation offered had been reasonable. The adjudicator stated that "where there is more than one reasonable option, the employer is entitled to choose among them."

> … Provided the accommodation offered is reasonable, an employee cannot insist on a perfect solution, or one that the employee would prefer. [However,] if the proposed accommodation is not designed to balance both the employer's and employee's reasonable needs, but is a grudging attempt to provide the minimum accommodation possible, it may be found not to be reasonable or to offend the second Meiorin consideration relating to good faith.

The employee's complaint was dismissed.

The reasonableness of a proffered accommodation is considered in Chapter 14 (and in particular, s. 14:619) of the *Illness and Absenteeism* manual and is specifically referenced in the supplement's index under the general heading of *Accommodation.*

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3. A party's ongoing failure to comply with an order for document disclosure may result in an order for costs being made against that party.

In *School District C (No. 2)*, 2017 BCHRT 193 (CanLII) (Tyshynski), the employer applied for an order of costs against parents who had filed a complaint on behalf of their infant child. The employer's application alleged improper conduct pursuant to s. 37(4) of the British Columbia *Human Rights Code*. The improper conduct was stated to be failure to comply with a Tribunal Order. Section 37(4) of the *Code* authorizes a Tribunal, at its discretion, to award costs "(4) (a) against a party to a complaint who has engaged in improper conduct during the course of the complaint; and (b) without limiting paragraph (a), against any party who contravenes a rule under s. 27.3 (2) or an order under s. 27.3 (3)".

An affidavit was filed by a legal assistant of the employer's counsel, presumably to establish facts related to the failure to produce documents. The adjudicator commented that the employer and

the Tribunal had put the parents on notice of the potential consequences of their failure to produce documents in accordance with the order. The parents were also provided with a number of additional opportunities to comply.

The adjudicator concluded that the parents' ongoing failure to comply merited a punitive order for costs. She advanced the following reasons:

> 1. Document disclosure is a fundamental requirement for procedural fairness … [The] ongoing failure to comply with the Disclosure Order has a significant and detrimental impact on the integrity of the Tribunal's processes.
>
> 2. … [the] failure to comply with the Disclosure Order has had a highly prejudicial impact on the [employer's] ability to know the case it has to meet and to prepare for the hearing.

The adjudicator further stated:

> The [parents] ongoing failure to comply with the Disclosure Order requires condemnation by the Tribunal. Parties who wish to access the Tribunal are required to disclose documents in their care or control that may be relevant to the complaint, [the] response to the complaint and [the] remedy sought as this is a pre-requisite to the Tribunal providing a fair hearing.

In considering the quantum to be ordered, the adjudicator stated that:

> [The] purpose of a costs award is punitive, not compensatory. It is meant to deter future participants from committing similar acts, and to signal the Tribunal's condemnation of the conduct.

The employer sought an award of $1,000 for costs. In doing so, it referenced three British Columbia cases that fell in the range of $750 to $1,000. The adjudicator awarded $750.

The employer had also applied for an order prohibiting the parents from entering or calling as witnesses at the hearing the makers of medical records that have not been produced. The adjudicator stated this aspect of the application should properly be brought at the outset of the hearing.

The matter of production of documents is considered in Chapter 10 of the *Illness and Absenteeism* manual, while the issue of costs for non-production is specifically referenced in the supplement's index under *Remedies for breach of employer's obligations*.

4. An employer was entitled to rely on the doctrine of frustration to bring an end to the employment of a non-unionized employee who had been absent on medical leave for 3 ½ years.

In *Costco Wholesale Canada*, 2017 BCHRT 233 (CanLII) (Korenkiewicz), the employee had been employed in a non-unionized position for over 20 years. He was however absent from work on a medical leave from January, 2012 to July 9, 2015 when the employment relationship was terminated.

The employee was employed as a Membership Department Supervisor. The position involved assisting members in such areas as greeting members as they came through the warehouse door, checking their membership cards, reviewing their purchases and receipts on their exit from the warehouse and assisting them with questions and concerns about membership.

The employee had been involved in two motor vehicle accidents in 2012. The accidents had a severe impact on his life. At the time of the hearing, both accidents were the subject of litigation in the British Columbia Supreme Court.

The employee was paid short-term disability benefits and then long-term disability benefits under an insurance plan that the employer had maintained with Manulife Financial. He received benefits under the "own occupation" definition of disability for the first 24 months of his disability. At that point, he became subject to the "any occupation" definition of disability. The insurer terminated his disability payments on the basis that that he was no longer disabled "from any occupation." The insurer maintained its position through all three levels of its' internal appeal process. The employee filed a civil claim seeking damages from the insurer for the lost disability payments and for it having acted in bad faith. This claim was also pending at the time of the hearing.

The employee had kept the employer fully apprised of his condition during the period of his absence through the provision of approximately 40 Functional Ability Forms that had been completed by his physician. All of them provided that the employee was experiencing various degrees of physical and cognitive/mental impairment, that he was unable to return to his regular or modified duties, and that he would be reassessed in roughly one month's time.

After the employee had been absent for approximately 3 ¼ years, the employer wrote and requested further medical information to assess his request for ongoing medical leave and the potential for other accommodation. Enclosed was another Functional Abilities Form, a detailed Medical Questionaire and a job analysis setting out the job functions of his position. The essence of the medical response was that the employee's injuries and symptoms were severe and that he was incapable of returning to any form of gainful employment in the forseeable future.

The employer contended that the employment contract had been frustrated. That argument had been unsuccessful in *Costco*, 2010 ONSC 2651 (CanLII). The adjudicator distinguished that case on the basis that the employer there had effected the termination without ever inquiring into the employee's prognosis or the likelihood of his return to work. Consequently, there was no definitive medical evidence to support the employer's conclusion that the employee would not likely be able to return to work in the reasonably foreseeable future.

The adjudicator rejected the argument that a finding of permanent disability was required to establish frustration of contract. He referenced *Senyk*, 2008 BCHRT 376 CanLII, where the Tribunal considered the doctrine of frustration within the undue hardship analysis at the third stage

of the *Meiorin* analysis. He commented that in *Hydro Quebec*, the Supreme Court of Canada had explained what was required to establish undue hardship:

> … the test for undue hardship is not total unfitness for work in the foreseeable future. If the characteristics of an illness are such that the proper operation of the business is hampered excessively or if an employee with such an illness remains unable to work for the reasonably foreseeable future even though the employer has tried to accommodate him or her, the employer will have satisfied the test. [emphasis added]

The adjudicator concluded that there was no reasonable prospect that the employee would return to his employment in any capacity within a reasonably foreseeable timeframe.

The employee contended that his employer had not accommodated the employee's disability to the point of undue hardship throughout the course of his medical leave. The employer responded that it had granted the employee's requests for a medical leave of absence; that it had paid the full costs of his premiums for short and long term disability benefits and otherwise maintained his entitlement to apply for and receive such benefits; that it had facilitated the employee's application for such benefits; that it had maintained contact with him and sought regular updates from his physician regarding his medical condition, functional abilities and limitations; and that after three years of his inability to return to work in any capacity, it had requested updated medical information from the employee's physician regarding his prognosis, functional abilities and limitations, the permanency of his medical condition, and his prospects for returning to work in any capacity. The employer further pointed to the fact that its' Functional Ability form advised the responding physician that

> We are able to offer light/modified duties to work around our employee's injury. Please feel free to call and discuss with a manager [telephone number deleted].

The adjudicator concluded that the employee's contention was not persuasive. The suggestion that the employer ought to have discussed alternative positions with the employee was not reasonable given that the medical information consistently advised that he was unable to return to work in any capacity throughout the course of his medical leave.

The employee had also contended that the employer's "failure to warn him his employment may be terminated, and its' failure to treat him with care and dignity in the manner of termination, are factors which ought to be taken into account." The adjudicator stated:

> The Supreme Court of British Columbia has held that while such procedural issues may serve as a useful analytical tool to assist in answering whether accommodation to the point of undue hardship has taken place, these procedural issues do not create a separate duty that can result in a breach of the *Code* in their own right. The only question to be asked is whether [the employer] could accommodate [the employee's] disability any further without experiencing undue hardship: [*Emergency Health and Services Commission,* 2011 BCSC 1003 (CanLII); *Metropolitan Hotel Vancouver*, 2013 BCHRT 251 (CanLII)].

The adjudicator stated that while the failure to provide written notice did not constitute a separate procedural duty that could result in a procedural breach of the *Code*, an employer should nevertheless provide such notice:

> In my view, while it does not constitute a separate procedural duty that can result in a breach of the *Code,* it is a best practice for an employer to provide an employee advance written notice that, absent any change in their ability to return to work in the reasonably foreseeable future, their employment will come to an end at a certain date due to frustration of the employment contract. Doing so provides the employee the opportunity to submit further up-to-date medical information about their potential for returning to work … Extending this courtesy also allows the employee a chance to make necessary preparations, emotional or otherwise, for the upcoming end of an employment relationship that they may have invested much into. Indeed, had [the employer] provided advance written notice, this may have served to alleviate some of the shock and mental distress [the employee] states he experienced on being told, out of the blue, that his employment relationship was terminated.

The adjudicator continued:

> Regardless of whether he was warned or not, the prognosis provided … was what it was. Where an employer has asked the appropriate questions and received a response which suggests that the employee is unlikely to return to their duties or any other duties with the employer in the reasonably foreseeable future, the failure to warn does not change the answer to the ultimate question of whether accommodation to the point of undue hardship has occurred …

The employer's application to dismiss the employee's human rights complaint had been brought pursuant to s. 27 (1)(c) of the British Columbia *Human Rights Code.* The employer's application was successful, with the adjudicator concluding that there was no reasonable prospect of the complaint succeeding if it were to proceed through a full hearing.

The matter of production of documents is considered in Chapter 10 of the *Illness and Absenteeism* manual, while the issue of costs for non-production is specifically referenced in the supplement's index under *Remedies for breach of employer's obligations*.

Readers are again reminded that the concept of frustration of an employment contract, while applicable in individual contracts of employment, has no place in a unionized context.

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5. The placement of an employee on an attendance support program will not be discriminatory unless the employee can establish that he experienced an adverse impact and that such adverse impact was related to his disability.

In *School District No. 39*, 2017 BCHRT 252 (CanLII) (McCreary), the employee had sought time off work to attend medical treatment for an injured knee. He claimed that the employer's response was to place him on an attendance support program and that it did so without involvement of the union.

By the end of his first year on the program, the employee had attended both a Stage 1 and a Stage 2 meeting with his employer. Both meetings involved informal counselling. The employee claimed that these meetings caused him additional stress.

The adjudicator accepted that the employee's knee injury constituted a disability. She stated however that in order for the employee to succeed with his complaint, he also needed to establish that he had experienced an adverse impact and that such adverse impact was related to his disability. That he was unable to do. The adjudicator cited several authorities, including *Brewers Distributor Ltd.*, [2009] B.C.H.R.T.D.in support of her decision. In that case the adjudicator stated:

> [The employee] says that the placement on an AMP [an Attendance Management Program] for non-culpable reasons caused her stress and that [the employer] did not make any inquiries about her medical condition or personal circumstances that might require accommodation prior to doing so.

In dismissing the employee's human rights complaint, the adjudicator stated:

> There is nothing systemically discriminatory about monitoring employee attendance or providing warning letters to employees whose rate of absenteeism is considered excessive. BDL [the employer] was legally obligated to do so prior to taking any action that could adversely impact [its' employee.] … if her attendance continued to be unsatisfactory and [Brewers Distributor Ltd.] took action against her as a result, then that action might be subject to review to determine if it was justified … As well, the fact that placement on an attendance management plan causes stress does not mean that the placement is discriminatory. This argument was also specifically rejected in [in one of the cases cited].

The adjudicator concluded her analysis by stating that the cases upon which she relied satisfied her that the employee would not be able to establish that his placement on the attendance management program amounted to an adverse impact as is required to establish a violation of the *Code*. His complaint was therefore dismissed at a preliminary stage pursuant to an application under s. 27(1)(c) of the British Columbia *Human Rights Code*.

Issues related to attendance management programs are considered in section 17:307 of the *Illness and Absenteeism* supplement and are also specifically referenced in the supplement's index under *Absenteeism*.

Subscriber-Only Manual Supplement for September, 2019

The September, 2018 update of the Manual Supplement will be posted on line by September 18, 2018. The extensive supplement is available only to subscribers of the *Illness and Absenteeism* manual. It can be accessed at IllnessandAbsenteeism.com using the subscriber's email and assigned password

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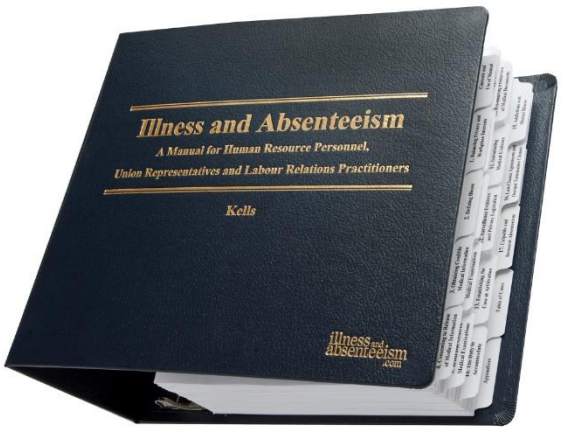
About Illness and Absenteeism



Illness and Absenteeism.com is published monthly. It highlights recent cases addressing matters included in *Illness and Absenteeism: A Manual for Human Resource Personnel, Union Representatives and Labour Relations Practitioners*. Both are published by Dunlop Publishers (Canada) Ltd. and both are authored by Denny Kells.

The manual is available as an annual loose leaf subscription. Its unique format identifies each of the governing principles and then provides the reader with discussion and case excerpts that inform the principles. The manual addresses all aspects of illness and absenteeism. It also includes an extensive chapter focusing on the duty to accommodate employees absent because of illness or injury. Included as well are chapters dealing with pre-hearing production of medical documentation, introducing medical evidence at arbitration, arbitrator-ordered medical examinations, overview of federal and provincial privacy legislation (including the Charter, *PIPEDA* and similar statutory provisions), the admissibility of surveillance evidence, establishing the case at arbitration, assessing credibility and weighing conflicting medical opinions, addictions and mental illness, last-chance agreements and deemed termination provisions, culpable or blameworthy absenteeism and circumstances justifying termination for non-culpable or innocent absenteeism. Some chapters are supported by a checklist designed to assist in assessing the workplace issue in the context of the stated principles.

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