



Office of the
Saskatchewan Information
and Privacy Commissioner

INVESTIGATION REPORT 242-2025¹

City of Moose Jaw

October 7, 2026

Summary:

The complainant was a former employee of the City of Moose Jaw (City). The complainant submitted a privacy complaint with respect to how the City collected, used and disclosed personal information in the context of two workplace issues; the first dealing with workplace accommodation, and the second with respect to a job competition. The complainant divided the allegations into seven separate privacy “events”.

The City conceded one privacy breach but denied a privacy breach with respect to the remaining six events. The City proactively reported the one privacy breach to the Office of the Saskatchewan Information and Privacy Commissioner (OIPC). The complainant requested that OIPC investigate all seven of the allegations.

The Commissioner agreed that a privacy breach occurred in Event 6 when the complainant’s supervisor deviated from the relevant City policy and operational guidelines by audibly announcing the complainant’s personal information at a workplace venue where other employees could overhear without the “need to know”. The Commissioner found no privacy breaches occurred in Events 1, 2, 3, 4, 5 and 7.

The Commissioner recommended that the City require its employees to undertake mandatory annual privacy training.

¹ The other OIPC file number associated with this Investigation Report is 327-2025.

TABLE OF CONTENTS

I	BACKGROUND	1
II	DISCUSSION OF THE ISSUES.....	2
1.	Jurisdiction.....	2
2.	The alleged privacy breaches.....	2
	Event 1	3
	Event Details	3
	Analysis.....	4
	Event 2	8
	Event Details	8
	Analysis.....	9
	Event 3	12
	Event Details	12
	Analysis.....	13
	Event 4	14
	Event Details	14
	Analysis.....	17
	Event 5	19
	Event Details	19
	Event 6	20
	Event Details	20
	Analysis.....	21
	Event 7	22
	Event Details	22
3.	Did the City respond to the privacy breaches in Event 6 appropriately?.....	24
	Containment of the Breach	24
	Notification of Affected Individuals	25
	Investigation of the Breach	25
	Prevention of Future Breaches.....	27
III	FINDINGS	28
IV	RECOMMENDATION	28

I BACKGROUND

- [1] The complainant was an employee of the City of Moose Jaw (City). The complainant submitted a letter dated July 31, 2025, to the City. In the letter, the complainant alleged the City had committed seven privacy breaches.
- [2] On September 23, 2025, the City completed an investigation and provided a copy of the investigation report to the complainant. The City also forwarded its investigation report to the Office of the Saskatchewan Information and Privacy Commissioner (OIPC). The next day the City informed OIPC that it was proactively reporting one privacy breach as alleged by the complainant.
- [3] On November 24, 2025, the complainant requested that OIPC undertake an investigation.
- [4] On May 8, 2026, OIPC notified both the City and the complainant that an investigation into the alleged privacy breaches and the one confirmed privacy breach would commence. OIPC clarified that the scope of the investigation would be with respect to the City's collection, use and disclosure of the complainant's personal information only. OIPC made several clarifications with respect to the scope of the investigation because the complainant had asked for an investigation that went well beyond OIPC statutory jurisdiction. Below are just some of the many areas that the complainant wished investigated that exceeded OIPC jurisdiction:
- Alleged denial of employment opportunities on the part of the City based on illness;
 - Alleged refusal on the part of the City to acknowledge or act on medical documentation from long-term physician;
 - Alleged refusal on the part of the City to recognize or fund clarification from a treating physician;
 - Alleged inconsistent and arbitrary denial of accommodation opportunities;
 - Alleged denial on the part of the City of a private insurance claim as a justification to threaten job abandonment;

- Alleged repeated and unjustified demands on the part of the City for detailed and private medical data already provided;
- Alleged repeated failure on the part of the City to provide requested policy/procedure on motor vehicle accidents;
- Alleged unfair treatment on the part of the City with respect to training for sanitation job based on accommodation;
- Alleged failure of the City to accommodate, despite medical clearance; and
- Alleged failure of the City to notify complainant of layoff status change.

[5] On June 8, 2026, the complainant provided a submission to OIPC.

[6] On June 11, 2026, the City provided a submission to OIPC, and provided supplemental information on June 30, 2026.

II DISCUSSION OF THE ISSUES

1. Jurisdiction

[7] The City qualifies as a “local authority” under section 2(1)(f)(i) of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*.² OIPC has jurisdiction to conduct this investigation pursuant to section 32 of *LA FOIP*.

2. The alleged privacy breaches

[8] The complainant was employed by the City from May 2011 until August 2025, when they resigned. Before resigning, the complainant was on an extended medical leave from January 2024 to August 2024.

² [*The Local Authority Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c. L-27.1, as amended.

- [9] In a July 31, 2025 letter to the City, the complainant described seven events where they alleged their privacy was breached. These events, enumerated from 1 to 7, were not presented to this office in chronological order. However, each of these events occurred between 2024 and 2025. OIPC conducted an analysis of each to determine whether a privacy breach could be established. What follows is the result of that analysis.

Event 1

Event Details

- [10] The City alleged several workplace conduct complaints against the complainant. The City commenced an investigation into the complainant's workplace conduct. The City scheduled a meeting on April 14, 2025, to discuss the findings from the investigation with the complainant. Two union representatives were present for this meeting.
- [11] The discussion moved beyond the complainant's workplace conduct issues. The discussion progressed onto the issue of the complainant's current job accommodation and a harassment complaint the complainant had filed against a supervisor five days earlier. The complainant described Event 1 in the following terms:

During what was scheduled as an "investigation findings" meeting, [the City Director of Human Resource Services] unexpectedly attended in place of the expected supervisor and began discussing private accommodation matters unrelated to the purpose of the meeting. [They] disclosed personal medical information and criticized the sufficiency of documentation from my physician in the presence of two union representatives who were not previously involved and had no authorization to receive this information. This occurred without my consent and in a non-confidential setting.

- [12] The complainant's privacy concern is that there was an unauthorized disclosure of personal medical and accommodation details to "unauthorized third parties" – namely the two union representatives that were present for the discussion.
- [13] The complainant explained further:

The concern is that this information was discussed in front of individuals who were not previously involved in my accommodation matter or, to my knowledge, the harassment investigation itself. Their attendance at a meeting identified as an investigation-findings meeting did not amount to my informed consent for the City to disclose accommodation-related, restriction-related, assessment-related, complaint-related, or employment decision-making personal information to them.

[14] The complainant obtained a copy of the notes of the Director of Human Resource Services for the April 14, 2025 meeting via a formal access to information request filed with the City pursuant to the provisions in *LA FOIP*. The complainant provided OIPC with a copy of these notes. The first three bullet points of the notes details the topics discussed at the meeting from the perspective of the Director of Human Resource Services:

- The original intent of this meeting was to discuss the results of a few investigations that have taken place.
- But there is a whole lot of things going on all at once in addition to those investigations
 - Accommodation matters
 - Grievances
 - Harassment complaint
 - Matters at the Labour Board
- So rather than deal with each part piece meal, we have decided to take a bit of step back and look at the whole of things.
- ...

Analysis

a. Was personal information involved in Event 1?

[15] At issue is the nature and scope of the discussion between the City and the complainant in the presence of the two union representatives at the April 14, 2025 meeting. It is agreed that the topic of discussion at this meeting included the City's findings from the workplace misconduct investigation as well as workplace accommodation issues and the complainant's harassment complaint. Such information qualifies as "personal information" as defined by section 23(1)(b) of *LA FOIP*:

Interpretation

23(1) Subject to subsections (1.1) and (2), “**personal information**” means personal information about an identifiable individual that is recorded in any form, and includes:

...

(b) information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;

[Emphasis added]

b. Was there a collection, use, or disclosure of personal information during Event 1?

[16] LA FOIP does not define the terms “collection,” “use,” or “disclosure,” but these terms are relevant:³

- “Collection” can mean the bringing together, assembling, accumulating, or obtaining personal information from any source by any means.
- “Use” indicates the internal use of personal information by a local authority and may include the sharing of the personal information in such a way that it remains under the control of the local authority.
- “Disclosure” is the sharing of personal information with a separate entity, not a division or branch of the local authority that has possession or control of that information.

[17] Since union representatives are entities separate from the City, any discussion of the complainant’s personal employment history constitutes a “disclosure”.

c. Was there authority pursuant to section 28 of LA FOIP for the City to have disclosed the personal information in Event 1?

[18] The complainant maintained the City did not have the requisite consent “to disclose accommodation-related, restriction-related, assessment-related, complaint-related, or employment decision-making personal information” in the presence of the two union

³ OIPC [Investigation Report 123-2025](#) at paragraph [18].

representatives. This is the core of the complainant's privacy breach allegation in connection with Event 1.

- [19] Public privacy laws, such as *LA FOIP*, are not consent based.⁴ Section 28(2) of *LA FOIP* sets out the circumstances in which a local authority may disclose personal information without consent:

Disclosure of personal information

28(2) Subject to any other Act or regulation, personal information in the possession or under the control of a local authority may be disclosed:

(a) for the purpose for which the information was obtained or compiled by the local authority or for a use that is consistent with that purpose;

- [20] There is authority from the Supreme Court of Canada for the proposition that an employer may disclose, without consent, the personal information of employees to a union so that the union may legally and efficiently discharge its representational obligations.⁵
- [21] The City did not specify the original purpose for collecting the complainant's personal information. Our review of the factual background to Event 1 reveals that the purpose of the collection of the complainant's personal information, and the subsequent disclosure to union representatives, was to manage the employment relationship between the City and the complainant. This collection and disclosure falls well within the realm of a collection during a human resources workplace investigation that could lead equally to workplace accommodations or workplace discipline.⁶

⁴ OIPC [Investigation Report F-2010-001](#) at paragraph [43].

⁵ [Bernard v. Canada \(Attorney General\)](#), 2014 SCC 13, [2014] 1 SCR 227 at paragraphs [30] to [33].

⁶ At paragraph [17] of OIPC [Investigation Report 021-2018](#), this office found that collecting personal information for the purpose of a workplace investigation falls within the activity of managing employees; At paragraphs [51] to [53] of [Order F26-56](#), the Office of the Information and Privacy Commissioner of British Columbia (BC OIPC) found that collecting an employee's personal information for the purposes making decisions about a workplace accommodation are legitimate employment management purposes.

- [22] The City explained that it notified the union of the April 14, 2025 meeting because it was a situation where the complainant, as an employee, had the right to union representation in dealing with the employer. The use that could be put to the information once disclosed made it crucial that the union representatives be present:

The union participates in all meetings related to investigations. They also participate in all accommodation and return to work meetings. The employer has no involvement in selecting which union rep attends which meetings. The union is informed of when meetings are occurring and arrangements for which rep will attend are determined by the union. We followed the same process for the meeting in question as any other meeting where an employee has the right to union representation.

Union reps were involved in previous meetings with [the complainant] regarding accommodations and medical restrictions. No issue was ever raised with that and at no point was it communicated that union reps were not authorized by [the complainant] to be involved in such conversations.

[Emphasis added]

- [23] The City warranted that the disclosure of the complainant's personal information was limited to what was necessary for the union to provide adequate representation:

The City's position is that the meeting occurred within an employment, accommodation, and labour relations context. In that context, union representatives may have a legitimate role where the matter involves accommodation, reassignment, grievance issues, wage implications, collective agreement rights, or employee representation. Limited disclosure may be necessary where representatives require information to understand the matter, provide representation, or participate in the implementation of a workplace process.

[Emphasis added]

- [24] The complainant was entitled to union representation considering the nature of the April 14, 2025 meeting. The City's disclosure of the complainant's personal information during the course of the meeting was for two legitimate purposes: that of managing the employer/employee relationship, and to ensure that the union could represent the employee effectively. The City was grounded by section 28(2)(a) of *LA FOIP* in disclosing the complainant's personal information to the two union representatives.

[25] Section 28(2)(a) of *LA FOIP* authorized the City to disclose personal information to the union representatives. Consent does not factor into this analysis. The complainant could have asked the union representatives to leave the meeting if there was such a strong objection to the disclosure.

[26] A privacy breach did not occur in Event 1.

Event 2

Event Details

[27] In early 2024, the complainant's physician supplied the City with "medical notes" at the request of the complainant who was applying for a leave from work. The City wrote the complainant's physician on March 4, 2024:

We are in receipt of your note dated February 29, 2024 indicating that [the complainant] is unable to attend work for medical reasons from 2/29/2024 to 4/30/2024. This is in addition to notes dated January 10, 2024 and January 24, 2024.

At this time, we have additional questions we want to ask you to seek clarity. We do not seek to learn the diagnosis of [the complainant's] medical condition, but we do require additional information in order to ensure we are providing a supportive and safe work environment.

To assist you, we have attached a Medical Assessment Form and would appreciate you completing the attached form and returning to [Name of Human Resources Consultant] by March 15, 2024. Our confidential fax is [fax number].

Also enclosed is the Consent to Release Medical Information Form that [Name of complainant] has been requested to sign authorizing the release of the medical assessment information to us.

[28] It is undisputed that the City commenced to collect information about the complainant for the purpose of a medical leave from work with the March 4, 2024 letter to the complainant's physician.

[29] On March 14, 2024, The City posted a job posting for a "Skilled Labourer". The job posting listed several essential qualifications, including the physical ability to perform heavy

manual labour. The complainant was on medical leave at this time, but still applied for the position.

- [30] The Utilities Supervisor of Water/Wastewater (the hiring manager) at the City emailed the complainant on April 10, 2024:

This email is to inform you that you are the senior applicant for the vacant Skilled Laborer position in Water/Wastewater. However, based on your medical form we cannot conclude that you are able to meet the physical requirements of the position, so you can't be deemed fully qualified at this time. If you would still like to be considered for the position, you will need to submit medical documentation that you are able to meet all the requirements of the position as of a specified date. We could then make our staffing decision based on that.

If nothing is received by April 19th, we will proceed with finalizing the staffing decision based on the information at hand.

[Emphasis added]

- [31] On July 31, 2025, the complainant wrote the City and alleged that the City had breached their personal information. The complainant asserted that the purpose of the “medical notes” was for a “job accommodation” in early 2024 and not a “job selection”. This is the factual background to the privacy breach allegation in Event 2.

Analysis

a. Is personal information involved in Event 2?

- [32] At issue is whether the information in the “medical notes” the complainant’s physician supplied the City is the personal information of the complainant. Let’s remember that this information was shared by the complainant’s physician at the request of the complainant for a medical leave from work. Section 23(1)(c) of *LA FOIP* provides:

Interpretation

23(1) Subject to subsections (1.1) and (2), “**personal information**” means personal information about an identifiable individual that is recorded in any form, and includes:

...

(c) information that relates to health care that has been received by the individual or to the health history of the individual;

[33] The “medical notes” qualify as personal information pursuant to section 23(1)(c) of *LA FOIP*.

b. Was there a collection, use, or disclosure of personal information in Event 2?

[34] The City granted the complainant a medical leave from work based on the “medical notes”. This information was in the possession of the City and was used in an overall determination that the complainant would not be able to meet the physical requirements of the “Skilled Labourer” job posting. There was an obvious “use” of the personal information.

c. Was there authority pursuant to section 27(a) of LA FOIP for the City to have used the personal information in Event 2?

[35] Section 27(a) of *LA FOIP* provides:

Use of personal information

27 No local authority shall use personal information under its control without the consent, given in the prescribed manner, of the individual to whom the information relates, except:

(a) for the purpose for which the information was obtained or compiled, or for a use that is consistent with that purpose;

[36] The City submitted that it used the complainant’s personal information for the purpose of the job competition. This use is entirely consistent with the original purpose for which the information was collected:

The Complainant alleges that information provided for accommodation purposes was used in relation to job competition or placement decisions. The City acknowledges that the use of functional restriction information in employment decisions must remain connected to the purpose for which the information was collected.

...

The City’s position is that assessing whether an employee can safely and effectively perform the duties of a position, with or without accommodation, is

part of employment administration and accommodation. The Director of Human Resources, or designate, and, where necessary, operational supervisors may need to review limited functional information to determine whether the duties of a role are consistent with documented restrictions or accommodation requirements.

That process does not require broad access to diagnosis, treatment history, or unrelated medical detail. The appropriate focus is functional capacity, work restrictions, safety, suitability of duties, and the accommodation options available in the workplace.

[37] The City originally collected the complainant's personal information for the purpose of administering the complainant's leave. While on leave, the complainant applied for another position with the City. There need only be a sufficiently direct connection between the purpose and the proposed use of personal information, such that an employee could reasonably expect that the information could be used by an employer.⁷ The end use of the personal information should be logically derived from the original use for the use to be consistent.⁸

[38] The "medical notes" from the complainant's physician indicated that the complainant was *physically unable to attend work* until April 30, 2024. The original purpose for the "medical notes" was to support the complainant's application for a job leave. However, the job competition occurred while the complainant was on leave. The complainant's inability to work is a relevant consideration. There is a sufficient direct connection between the original purpose and the subsequent use of the information in this case. As such, section 27(a) of *LA FOIP* authorized the City to use the complainant's personal information for the purposes of the job competition.

[39] A privacy breach did not occur in Event 2.

⁷ *Supra*, footnote 5.

⁸ OIPC [Investigation Report 021-2018](#) at paragraph [27].

Event 3

Event Details

[40] On June 25, 2024, the complainant directed a physician to provide a letter to the City outlining a work restriction as part of a “return-to-work” plan. The restriction specified that the complainant return to work in a different department. A portion of the original letter said:

[The complainant]...may RTW in a different department. [They] cannot return to work in the same department. ... The present plan is to RTW in August in different department if possible.

[41] On July 15, 2024, the complainant emailed the Director of Human Resource Services for the City indicating they had applied for the “Weigh Scale Attendant” position.

[42] On the same day, the Director of Human Resource Services responded that the complainant could not be considered for the “Weigh Scale Attendant” position because it was within the same department that the complainant originally worked.

[43] The complainant immediately replied:

Thank you for the response but I do have a question. Isn't the weigh scale attendant job in sanitation and not in sewer and water? My doctor doesn't want me to return to the sewer and water department. Sorry for the confusion but I can certainly get you a new note clarifying when I see [them].

[44] On July 16, 2024, the Director of Human Resource Services responded that both positions were in the Operations Department and if the intent of the restriction was otherwise, further clarification would be needed from the physician.

[45] The complainant described the privacy concern as follows:

I applied for a Weigh Scale Attendant position at the Sanitary Landfill as a potential accommodation consistent with my doctor's recommendation to avoid the sewer and water department. The City misinterpreted the term “department” to mean the entire Operations Division, rather than the intended “sewer and

water branch,” and used this as justification to deny the application. Despite a clarifying note from the physician specifying the intent was to avoid only the sewer and water branch, the City refused to pay the physician’s fee, claiming they had not requested the clarification.

The City’s reliance on semantic interpretation of medical language to exclude me from a broader scope of employment opportunities - especially in a context of accommodation - is discriminatory and demonstrates a misuse of medical documentation beyond its purpose.

- [46] The complainant alleged that a privacy breach occurred because the City used medical information beyond its intended accommodation purpose.

Analysis

a. Is personal information involved in Event 3?

- [47] At issue is information within a doctor’s note describing the complainant’s workplace return to work restriction based on an assessment of the complainant’s health. Such information qualifies as “personal information” as defined by section 23(1)(c) of *LA FOIP*.

b. Was there a collection, use, or disclosure of personal information?

- [48] The complainant’s main concern is with respect to the City’s interpretation and use of a doctor’s note.

c. Was there authority pursuant to section 27(a) of LA FOIP for the City to use the personal information?

- [49] Section 27 of *LA FOIP* sets out the circumstances in which a local authority may use personal information. Section 27(a) of *LA FOIP* allows a local authority to use personal information for the purpose for which the information was obtained or compiled, or for a use that is consistent with that purpose.

- [50] The City submitted that the original purpose for the collection of the personal information was to assess accommodation and placement options for the complainant.

[51] The email exchange between the Director of Human Resource Services and the complainant supports the fact that the City used the doctor's note in accordance with the original purpose. The complainant does not agree with the employer's interpretation of the doctor's note. Still there can be no argument that the City's use of the complainant's personal information in this instance was to ensure that the complainant's job accommodation was honoured. This purpose is in accord with section 27(a) of *LA FOIP*.

[52] A privacy breach did not occur in Event 3.

Event 4

Event Details

[53] The factual basis of the complaint with respect to Event 4 relies on the same letter sent by the City to the complainant's physician on March 4, 2024, as reproduced in paragraph [27] above.

[54] In response, the complainant's physician signed and completed a *Medical Assessment Form* dated March 28, 2024, which indicated the following: "EMPLOYEE IS TO BE OFF WORK" and "I AM NOT ALLOWED TO SAY BY THE RESTRICTIONS YOUR NOTE PUTS ON ME".

[55] The City wrote the complainant on June 17, 2024, and requested that the complainant's physician complete a *Return-to-Work Restrictions* form "in order for us to determine if accommodation is required to support your return to work".

[56] The complainant's physician provided a sick note dated June 20, 2024. This note indicated that the complainant was unable to attend work for medical reasons for the time period June 20, 2024, to July 31, 2024.

[57] The City wrote the complainant on June 21, 2024, and requested that the complainant forward an enclosed letter to the physician. The City sought answers from the complainant's physician with respect to the following:

- Are [the complainant]’s restrictions such that [they] cannot perform any of [their] normal duties?
- Are [the complainant]’s restrictions such that any form of accommodation to return [them] to the workplace in some capacity is not possible at this time?
- If the answer to either of the above is “yes”, then what specific restrictions is [the complainant] experiencing that would prevent [them] from performing any of [their] duties or make any kind of accommodation not possible at this time?

[58] On June 25, 2024, the complainant’s physician responded to the City by answering “yes” to the first two questions above. With respect to the third question, the complainant’s physician responded:

[The complainant]...may RTW in a different department. [They] cannot return to work in the same department. ... The present plan is to RTW in August in different department if possible.

[59] On July 17, 2024, the Director of Human Resource Services for the City emailed the complainant asking for clarification as to the root cause of the restriction against working in a specific department/branch (i.e. the nature of the job duties, working conditions, specific individuals). This clarification was required to plan appropriate accommodation.

[60] On July 17, 2024, the complainant’s physician scratched out the word “department” in the response from June 25, 2024. The physician handwrote “BRANCH”. The physician initialed and dated the amendments as July 17, 2024.

[61] On July 19, 2024, the complainant responded to the City:

Attached is an updated note with the clarification for “branch” vs “department”. I will have my doctor complete the restriction forms at my next follow up appointment. Is there anything else you require?

[62] The Director of Human Resource Services replied to the complainant on the same day:

It clarifies department vs. branch. As previously stated though, we will need to understand what the root cause of the restriction against working in a specific department/branch is (i.e. the nature of the job duties, working conditions, specific individuals, etc...) in order to plan an appropriate accommodation. I expect this information will be provided as part of the restrictions form you said you would be submitting.

- [63] On July 31, 2024, the complainant emailed the Director of Human Resource Services an image of a form titled *City of Moose Jaw Workplace Accommodation Restrictions Form – Behavioural Limitations*. The complainant’s physician had completed the form indicating that that the complainant “Cannot work in SEWER & WATER BRANCH”. The physician signed and dated the form July 31, 2024.

- [64] On July 31, 2024, the Director of Human Resource Services responded to the complainant:

Previous emails specifically stated the following: “we will need to understand the root cause of the restrictions against working in a specific department/branch is (i.e. the nature of the job duties, working conditions, specific individuals, etc...) In order to plan an appropriate accommodation. I expect this information will be provided as part of the restrictions form you said you would be submitting”.

This is not included in the doctor’s note.

We will still proceed with the meeting and can discuss this point but it will not be possible to determine an appropriate accommodation until we have clarity on the requested information.

[Italics in original]

- [65] The complainant responded to the Director of Human Resource Services on the same day:

I am not understanding what is missing. The form asks for behavioural reasons which my doctor has indicated which is the root cause for the accommodation. We can further discuss tomorrow.

- [66] The City sent a further letter to the complainant’s physician on January 22, 2025. This letter referenced a sick note the physician had dated August 21, 2024. This note indicated the complainant had been prescribed medication and “may get rare panic attacks still and then would need to leave work”. The City indicated that the complainant was currently

experiencing panic attacks (“averaging about one per week”). The City was requested “updated medical information regarding [the complainant’s] restrictions.” The City said:

Our attempts to accommodate [the complainant] seem to be exacerbating things rather than improving them. A better understanding of [the complainant’s] current restrictions would help us search for a suitable accommodation.

[67] The complainant’s physician completed, signed and dated a *Medical Assessment Form* on January 30, 2025.

[68] The complainant described the privacy concern to OIPC:

Between March 2024 and January 2025, the City repeatedly requested personal medical information far exceeding what is permitted under its own Medical Privacy Policy, including requests for “root cause” of illness, information about “underlying factors,” and broad commentary about my “medical needs.” These requests were made using unofficial forms lacking City letterhead or standard disclaimers about voluntary consent.

[69] The complainant asserted that the City’s “repeated requests for personal and confidential medical information” is “beyond lawful scope.”

Analysis

a. Is personal information involved in Event 4?

[70] At issue is the information collected in the sick notes and letters provided by the complainant’s physician at the direction of the complainant. Such information qualifies as “personal information” as defined by section 23(1)(c) of *LA FOIP*.

b. Was there a collection, use, or disclosure of personal information?

[71] The complainant directed the physician to send personal information to the City. This information included including information about the nature of the complainant’s illness, abilities, restrictions, prognosis and accommodations that are required for a safe return to the workplace. There was a collection of the complainant’s personal information.

c. Was there authority for pursuant to section 24 of LA FOIP for the collection of personal information?

[72] Local authorities must only collect personal information pursuant to the strict provisions of section 24 of *LA FOIP*:

Purpose of information

24 No local authority shall collect personal information unless the information is collected for a purpose that relates to an existing or proposed program or activity of the local authority.

[73] Information from an employee's health care provider that is collected with respect to any objective restrictions regarding workplace accommodations falls under the human resources activity of a local authority and is collected legitimately pursuant to section 24 of *LA FOIP*.⁹

[74] An individual has a duty to cooperate in the employment accommodation process, including ensuring the provision of reasonable medical information to the employer.¹⁰

[75] In this case, the City sought further information and clarification regarding restrictions as advised by the complainant's physician to accommodate the employee. Section 24 of *LA FOIP* authorizes the City to collect such information because this information relates to the human resources activities of the local authority.

[76] Our review of the correspondence between the City and the complainant's physician reveals that the City collected personal information about the complainant according to the data minimization rule. The City did not over-collect the complainant's personal information. For example, it never asked the physician for the complainant's diagnosis. The City collected personal information for an appropriate purpose and it has done so according to the data minimization principle.

⁹ OIPC [Investigation Report 115-2013](#) at paragraphs [36] to [42].

¹⁰ [D.G. v Holy Spirit Catholic School Division](#), 2022 AHRC 97 at paragraphs [26] to [28].

[77] A privacy breach did not occur in Event 4.

Event 5

Event Details

[78] The details of the factual background for the privacy breach complaint in Event 5 can only be described by the complainant:

I attended a meeting with CUPE Representative, Human Resources Consultant, and Manager, where I was again presented with a non-standard medical assessment form and release of information document. These forms lacked City letterhead, disclaimers, and were inconsistent with those outlined in the City's Workplace Accommodation Program Policy and Medical Privacy Policy.

During the meeting, [Human Resources Consultant] made disparaging remarks about my physician, stating that past documentation had not been "enough" /and encouraging more detail, which indirectly pressured me to breach my own privacy boundaries. Ms. [Human Resources Consultant] also inaccurately claimed that panic attacks were now occurring weekly, despite only three isolated events since my return to work - each occurring in the [name of branch] and each triggered by workplace harassment, not job duties. I had no panic attacks during a prior accommodation in [Name of Department] from August to October 2024.

Despite clear and consistent medical restrictions, [Human Resources Consultant] claimed the accommodations were exacerbating my condition and that more details were needed - again shifting blame onto my condition rather than acknowledging the role of an unsafe work environment. Notably, [Director of Human Resource Services] made a similar claim in [their] letter dated April 17, 2025.

At the same meeting, I was threatened with layoff if I refused to accept one of two options (Sanitation Truck Driver or on-call cleaner), despite being a permanent employee on a temporary accommodation. [Human Resources Consultant] claimed there was a lack of work and layoff was imminent. [The Manager] agreed that eight weeks' notice would be required, but I was never formally advised that layoffs were later canceled. Meanwhile, temporary employees were recalled, yet I remained in limbo.

On February 14, 2025 [Director of Human Resource Services] spontaneously raised concerns about the recently offered sanitation position as an accommodation (despite my prior assignment to that role in November 2024) which subsequently led to a written agreement of accommodation on February 26, 2025.

[79] The complainant alleged that their privacy was breached for the following reasons:

- Use of unauthorized and unofficial forms to solicit medical information.
- Repeated and unjustified demands for detailed private medical data already provided.
- Mischaracterization of medical condition and restrictions to shift responsibility for workplace harm.
- Threat of improper layoff while under accommodation, despite permanent employment status.
- Failure to notify of layoff status changes.

[80] The privacy concerns in Event 4 and Event 5 appear to overlap. In both sets of allegations the complainant alleges that the City over-collected their personal information. In Event 4, OIPC found that section 24 of *LA FOIP* authorizes the City to collect information from an employee's physician regarding work-place restrictions to accommodate the employee. At all times the City collected personal information while recognizing the data minimization principle.

[81] A privacy breach did not occur in Event 5.

Event 6

Event Details

[82] The details of the factual background for the privacy breach complaint in Event 6 can only be described by the complainant:

I was summoned to a meeting with [Supervisor], who refused my repeated requests for union representation, asserting the meeting was non-disciplinary. Despite my visible distress, [Supervisor] proceeded to read aloud an Attendance Support Program¹¹ letter in the middle of [their] office, within earshot of multiple administrative staff. [They] did so in a loud and indiscreet manner, stating my doctor's notes were irrelevant to the absences.

¹¹ City of Moose Jaw's Operational Guideline titled *Attendance Support* sets out the responsibilities of employees and the employer to ensure employees' regular attendance at work.

[83] The Attendance Support Program letter contains information regarding the complainant's use of sick leave and attendance at work. The complainant alleged that the City committed an "unauthorized public disclosure of personal and medical-related attendance information".

[84] After an investigation into the facts of Event 6, the City has correctly conceded a privacy breach.

Analysis

a. Is personal information involved in Event 6?

[85] The information in the Attendance Support Program letter contained information about the complainant's attendance at work. Section 23(1)(b) of *LA FOIP* provides:

Interpretation

23(1) Subject to subsections (1.1) and (2), "**personal information**" means personal information about an identifiable individual that is recorded in any form, and includes:

...

(b) information that relates to the education or the criminal or employment history of the individual or information relating to financial transactions in which the individual has been involved;

[86] An employee's leave from office duties qualifies as "employment history" pursuant to section 24(1)(b) of *The Freedom of Information and Privacy Act (FOIP)*¹², which is the equivalent of section 23(1)(b) of *LA FOIP*.¹³ Similarly, information about attendance at work qualifies as "employment history" pursuant to section 23(1)(b) of *LA FOIP*.

b. Was there a collection, use, or disclosure of personal information in Event 2?

¹² [*The Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c. F-22.01, as amended.

¹³ OIPC [Review Report 286-2023](#) at paragraph [147].

- [87] The hiring manager's reading out loud the complainant's personal information within earshot of other City employees constitutes a "use" of the personal information.

c. Was there authority pursuant to section 27 of LA FOIP for the City to have used the personal information in Event 2?

- [88] Section 27 of *LA FOIP* does not allow a local authority to use the personal information under its control without the consent of the individual to whom the information pertains, or for one of the enumerated purposes in section 28(2) of *LA FOIP*.

- [89] The City has conceded that this usage was contrary to section 27 of *LA FOIP*. This concession is a fair one.

- [90] A privacy breach occurred in Event 6.

Event 7

Event Details

- [91] The details of the factual background for the privacy breach complaint in Event 7 can only be described by the complainant:

Following a formal February 26, 2025 written agreement between CUPE and the City of Moose Jaw outlining the terms of my ongoing temporary accommodation, the City abruptly violated this agreement on April 14, 2025 without any change in medical restrictions. This action occurred just five days after I submitted a formal harassment complaint against my supervisor.

I was removed from my agreed-upon [Branch] assignment and reassigned to [another City] office for non-substantive document scanning duties. This reassignment significantly affected my mental health, wage entitlements (including loss of truck driver rate and overtime), and access to earned EDOs. During this unscheduled meeting, I was blindsided without regular union representative and was directed to undergo a third-party psychological assessment through EFAP - despite no medical change or justification. This was later walked back, and I was allowed to choose my own doctor, though the City refused to pay me for time to attend the mandated assessment.

Although the City maintained this reassignment was for accommodation reasons, [Name of Director of Human Resource Services] contradicted [themselves] by initially implying the change was related to the harassment investigation. This sequence of actions shows a clear pattern of reprisal, coercion, and procedural unfairness, particularly given that the reassignment involved less meaningful work, loss of wages, and added psychological stress in violation of medical direction to avoid stress.

Subsequent to this reassignment and third-party medical assessment, CUPE advised that the City would not accept the third-party assessment stating that if a more specific note was not provided, I would be moved to a cleaner position. In response, I obtained a clarification note from my treating physician. Despite the effort to comply, CUPE then informed me that the City was reversing its position-they would now accept the third party note while rejecting the new physician's clarification. This contradictory and inconsistent decision-making forced me into repeated and unnecessary medical visits and clearly illustrates bad faith and disregard for proper medical privacy protocols.

In addition to breaking the accommodation agreement, the City:

- Disclosed medical restrictions and harassment complaint in front of individuals without consent;
- Repeatedly rejected medical documentation, claiming it was insufficient, despite already receiving approximately 17 separate documents (including assessments and restriction forms);
- Delegitimized reported panic attacks.

[92] The complainant alleged breaches of their privacy for the following reasons:

- 1) Breach of written accommodation agreement with no justification or medical basis.
- 2) Coerced participation in third-party psychological assessment outside normal policy and without consent to terms.
- 3) Unauthorized disclosure of medical and harassment information to individuals not entitled to receive it.
- 4) Retaliatory reassignment and work demotion, with tangible financial and psychological impacts.
- 5) Rejection of valid medical documents without criteria, forcing repeated physician visits and administrative burdens.

[93] The only legitimate privacy concern listed above is the concern in item number 3. The issue of unauthorized disclosure of medical personal information has been sufficiently addressed in the analysis of Event 1. The remaining concerns that the complainant had regarding Event 7 are not privacy concerns and constitute issues well outside the jurisdiction of OIPC.

[94] A privacy breach did not occur in Event 7.

3. Did the City respond to the privacy breaches in Event 6 appropriately?

[95] Several considerations are required to determine whether a local authority's response to a privacy breach is appropriate. Those considerations include:

- a. Was the breach contained?
- b. Were the affected individuals notified;
- c. Was the breach investigated; and
- d. Were appropriate steps taken to prevent future breaches.

Containment of the Breach

[96] Local authorities should take immediate steps to contain a breach immediately upon learning of the breach. The steps adopted will depending entirely upon the breach but may include:¹⁴

- Stopping the unauthorized practice.
- Recovering the records.
- Shutting down the system that was breached.
- Revoking access to personal information.
- Correcting weaknesses in physical security.

[97] The City submitted that it was a departure from practice when the supervisor read the complainant's personal information out loud in the presence of others. The City indicated this issue was addressed with the supervisor, and the City has reinforced expectations regarding confidentiality and the handling of personal information going forward.

¹⁴ *Supra*, footnote 4 at paragraph [22].

[98] The City has taken appropriate steps to contain this privacy breach.

Notification of Affected Individuals

[99] It is best practice for local authorities to inform affected individuals as soon as possible after the discovery of a privacy breach. Affected individuals need to take any remedial steps deemed necessary for self-protection.¹⁵

[100] This consideration is not relevant in this case since the complainant discovered the breach.

Investigation of the Breach

[101] Once the local authority has contained the privacy breach and sent appropriate notification to the affected individuals, an investigation should be conducted. The investigation must address the incident on a systemic basis and include a root cause analysis and conclusion. The local authority must consider the duty to protect personal information as set out at section 23.1 of *LA FOIP*. Local authorities are required to establish policies and procedures to maintain administrative, technical and physical safeguards.¹⁶

Duty of local authority to protect

23.1 Subject to the regulations, a local authority shall establish policies and procedures to maintain administrative, technical and physical safeguards that:

- (a) protect the integrity, accuracy and confidentiality of the personal information in its possession or under its control;
 - (b) protect against any reasonably anticipated:
 - (i) threat or hazard to the security or integrity of the personal information in its possession or under its control;
 - (ii) loss of the personal information in its possession or under its control;
- or

¹⁵ *Ibid*, at paragraph [27].

¹⁶ *Ibid*, at paragraph [32].

(iii) unauthorized access to or use, disclosure or modification of the personal information in its possession or under its control; and

(c) otherwise ensure compliance with this Act by its employees

[102] The City conceded this privacy breach and noted that the breach was a clear departure from practice. To support this submission the City identified the following relevant policy and operational guideline:

Employee Code of Conduct (Policy No.: HR-002-220 POY)

Section 6 of this policy provides as follows:

(6) Disclosure of Confidential Information

No employee shall, without proper authorization, disclose confidential information concerning the property, government or affairs of the City; nor shall they use such information to advance the financial or other private interest of themselves or others.

Employees are obligated to ensure that personal information to which they have access to remains confidential and is only used for the purposes for which it was collected.

Employees must comply with internal protocols that guide the collection, storage, use, transmission and disclosure of information.

Attendance Support Operational Guideline (HR-002-2023 OG)

Section 2 of this operational guideline provides:

2. Privacy

The privacy of employees will be respected. The personal health information collected for the administration of this policy will only be used or by disclosed to individuals who need the information to perform the duties of their position. The amount of information shall be limited to that which is reasonably required to achieve the purpose. Individuals who have been given access to the information are responsible to:

- Treat the information as confidential and shall not further disclose the information to any other party;
- Where practicable, de-identify personal health information;
- Use the information only for purposes of providing a service or making a decision;

- Safeguard the information from further access (whether intentional or unintentional).

[Emphasis added]

[103] The *Employee Code of Conduct* policy and the *Attendance Support Operational Guideline* corroborate the City's contention that the root cause of this privacy breach was an employee who deviated from the policy and the operational guidelines. OIPC agrees.

Prevention of Future Breaches

[104] After the investigation of a privacy breach and a consideration of the root cause, local authorities should implement measures to prevent similar privacy breaches in the future. Possible prevention measures include adding/enhancing safeguards already in place, and the provision of additional training.¹⁷

[105] The City submitted that it actively delivers training to supervisory personnel, which would include "equipping its leadership with the knowledge and tools necessary to uphold privacy standards and foster a culture of accountability by all employees of the City". The City provided OIPC with a copy of an email dated September 7, 2021 with the subject line "Training Workshops" to supervisory staff. The email detailed a workshop that delivered training regarding, among other things, privacy legislation.

[106] The City also provided other emails that illustrated supervisory staff has been given supplementary privacy training on October 2, 2017 as well as October 8, 2024.

[107] OIPC recommends that organizations require their employees and contractors to undertake annual privacy training.¹⁸ The City is no exception. OIPC recommends that the City continue to require that all its employees undertake mandatory annual privacy training.

¹⁷ OIPC [Investigation Report 303-2025](#) at paragraph [71].

¹⁸ OIPC [Investigation Report 082-2025](#) at paragraph [65]; OIPC [Investigation Report 045-2023](#) at paragraph [42]; OIPC [Investigation Report 081-2022](#) at paragraph [44].

III FINDINGS

[108] OIPC has jurisdiction to conduct this investigation pursuant to section 32 of *LA FOIP*.

[109] No privacy breaches occurred in Events 1, 2, 3, 4, 5 and 7.

[110] A privacy breach occurred in Event 6 when the complainant's supervisor deviated from the relevant City policy and operational guidelines and audibly announced the complainant's personal information at a workplace venue where other employees could overhear without the "need-to-know".

IV RECOMMENDATION

[111] I recommend that the City continue to require that all its employees undertake mandatory annual privacy training.

Dated at Regina, in the Province of Saskatchewan, this 7th day of October, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner