

2006 WL 988138
United States District Court,
S.D. New York.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, Plaintiff,

v.

TEAMSTERS LOCAL 804, Defendant.

No. 04 Civ. 2409(PAC). | April 12, 2006.

Opinion

MEMORANDUM ORDER

CROTTY, J.

*1 Defendant Teamsters Local 804 (“Local 804”) moves for summary judgment against the Equal Employment Opportunity Commission’s (“EEOC”) claim that Local 804 violated the Americans with Disability Act by disclosing the previously confidential information that Mr. Doe (an employee of UPS and a member of Local 804) had AIDS. While it pains me to do so, the Defendant’s motion for summary judgment is denied.

At all times since November 1990, Mr. Doe has been employed by UPS and represented for collective bargaining purposes by Local 804. In March 1994, Mr. Doe was diagnosed with HIV and lymphoma. Immediately after, Mr. Doe notified his supervisor and the Human Resources Department at UPS that he had been diagnosed with cancer and needed to take disability leave to undergo treatment. Mr. Doe did not tell anyone at that time that he was HIV positive or had AIDS.

When Mr. Doe returned to work in January 1995, he requested a transfer from his original position as a package driver to an inside position, to accommodate the needs of his disability. UPS asked Mr. Doe for verification of his disability, so Mr. Doe submitted a doctor’s note stating that he had AIDS and lymphoma.¹ While UPS granted the accommodation and gave Mr. Doe a position as a return clerk, it is undisputed that the transfer could not be finalized without Local 804’s concurrence because the return clerk position implicated seniority rights. It is also undisputed that Local 804 agreed to the transfer, as Mr. Doe commenced working as a return clerk in January 1995.

¹ Because the doctor’s note was submitted at UPS’s request, in order to procure a reasonable accommodation,

the information contained in the doctor’s note was protected from disclosure. See 42 U.S.C. 12112(D)(4)(A) and (B). Prior to submission of the doctor’s note, Mr. Doe never told or admitted to anyone that he had AIDS. He freely admitted that he had lymphoma and was undergoing chemotherapy.

It is less clear from the record what information UPS provided to Local 804 about Mr. Doe’s condition in order to effectuate the transfer. The EEOC contends that UPS told Local 804 that Mr. Doe had AIDS. Local 804 contends that UPS did not need to reveal the exact nature of Mr. Doe’s disability in order to obtain the transfer, and that UPS did not reveal to Local 804 at that (or any other) time that Mr. Doe suffered from AIDS. This is a genuine issue of material fact that must be resolved by a jury.

The EEOC then alleges that, in April 2001, more than six years after Mr. Doe’s doctor submitted Mr. Doe’s confidential medical information to UPS to obtain the transfer, a union official, in the course of a conversation with a disgruntled employee, stated—perhaps negligently, but certainly not intentionally or malevolently—that Mr. Doe had AIDS. Local 804 denies that this disclosure ever occurred. In the alternative, Local 804 maintains that any information that may have been disclosed in April 2001, if in fact it was disclosed, was gained through sources other than Mr. Doe’s January 1995 accommodation, and therefore the disclosure did not violate the ADA.

After substantial discovery, neither party has been able to establish whether Mr. Doe’s medical information was transmitted from UPS to Local 804, and, if so, under what circumstances. The parties hotly dispute who said what, to whom, and when, or what the exact path of transmission of the confidential information may have been. Much of the EEOC’s argument is based on a series of inferences and assumptions. Reading the record as a whole, the Court finds that the following factual questions exist, though some of them are highly attenuated and hang only by the slimmest thread:

*2 (i) Did UPS share Mr. Doe’s confidential medical information with Local 804 in January 1995 (or any time thereafter)?

(ii) If so, did Local 804 know at the time that UPS shared Mr. Doe’s medical information that the information was confidential (i.e., provided to UPS as part of a reasonable accommodation or other job-related inquiry that is protected from disclosure by § 12112(d) of the ADA)?

(iii) If so, did Mr. Doe violate this confidentiality requirement by disclosing to Mr. Doe’s coworkers that he had AIDS?

These are all disputed issues of material fact that the Court must send to a jury.

The legal import of the jury's factual findings turns on an interesting legal question of first impression: whether the ADA imposes an identical duty of confidentiality not only on the employer that originally requested the medical examination or inquiry from the employee, but also on all third-party entities with whom the employer shares the information? The EEOC argues that third-party covered entities bear the same confidentiality obligation as the inquiring employer, though it admits that no precedent exists to support this proposition. Local 804 argues, on the other hand, that the plain language of § 12112(d) makes clear that only the originally inquiring employer bears a duty of confidentiality as to the information provided; third-party covered entities who did not actually request the medical examination or inquiry are not under a similar obligation, even if they learn the medical information from the confidentiality-bound employer. The Court declines to rule on this question at this juncture. While there are good reasons for protecting an individual's confidential medical information from disclosure, regardless of whether the disclosure comes from the originally inquiring entity or a third-party that learned the information from the inquiring entity at a later date, there are good reasons for not reading the statute as expansively as the EEOC requests. It is better to wait until the parties develop a more detailed record at trial, rather than resolve this issue on the papers submitted, since it is still unclear whether Local 804 learned of Doe's medical condition from UPS in the first place. Nonetheless, given the state of the present record, the Court is doubtful whether the record will ever be adequate to resolve this difficult question.

Local 804 also moves to strike the EEOC's request for compensatory and punitive damages on the ground that it has fewer than fourteen employees. This position is only defensible if the Court finds, as Local 804 urges, that Local 804's seven elected officers are not employees. The Court refuses to adopt this limited interpretation of the term "employees" and denies Local 804's request. Accordingly, the Court finds that Local 804 had eighteen employees, which subjects Local 804 to a total potential compensatory and punitive damages liability of \$50,000. 42 U.S.C. § 1981(b)(3).

***3** In light of the limited monetary exposure and the complex questions that must be resolved on this imperfect record, the Court encourages the parties to engage in good faith negotiations to resolve their differences. The Court recognizes that the EEOC is a public agency, charged with discharging a statutory mandate, and therefore must disclose all settlements to the public. At the same time, Local 804's unintentional (or, at worst, negligent) disclosure of Doe's medical condition (if made) provides no basis whatsoever for any monitoring by the EEOC; nor does it provide the basis for punitive damages. Moreover, damages for lost wages appear to be very limited; and Mr. Doe continues to work. In light of these facts, the Court encourages the parties to negotiate a settlement that is mutually agreeable to both sides.
SO ORDERED

Parallel Citations

32 NDLR P 666