

TA  
For the University

For the Union

~~Madene Steel~~

~~B. L. K.~~

ARTICLE 20

9/21/15

9-21-15

**REHABILITATION REASONABLE ACCOMMODATION**

**A. GENERAL PROVISIONS**

- 1. It is the responsibility of the NSF to inform the University of the need for an accommodation, unless the disability or need for accommodation is known to the University.**
- 2. When appropriate In a manner that is consistent with applicable law, the University will provides reasonable accommodation special assistance to qualified NSFs who are disabled or become disabled and need assistance to perform the essential functions of their jobs when such disabilities substantially limit their work activities. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in accordance with the specific functional abilities of the employee in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, This assistance shall include information about vocational rehabilitation services and reasonable accommodation will be made.**
- 3. No provision of this Article is intended to waive any rights of the NSF under state and federal statutes. [Moved from D.]**

**B. MEDICAL DOCUMENTATION**

**When requested by the University, the employee is responsible for providing the University disability manager or other appropriate University representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. After receipt of medical documentation from the disabled NSF, the University will determine what assistance, if any, will be offered to the NSF. The University shall consult with the NSF and if so requested, her/his representative. Medical documentation provided by the NSF shall be subject to confirmation by The University may require that a University-appointed licensed medical practitioner healthcare provider examine the employee and/or confirm the documentation provided by the employee. When feasible, the University will present the NSF with a list of authorized medical practitioners from which the NSF may select one. In such a case, The University shall pay the costs of the services of a University-appointed medical practitioner healthcare provider.**

**C. THE INTERACTIVE PROCESS**

1. **When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating the employee's disability. Both the University and the employee are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable accommodation.**
2. **During the interactive process, the University considers information related to: the essential functions of the job, the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made. While the University will consider the employee's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.**
3. **If the University determines that the employee cannot be reasonably accommodated in his or her current position, reassignment to an available alternative position for which the NSF is qualified will be considered.**
4. **The University will not implement an accommodation that would present an undue hardship.**

~~C. NSFs who become disabled and who have received vocational rehabilitation services may be selected, if determined by the University to be qualified, for a University position without the requirement that the position be advertised/ searched as long as this selection does not conflict with any MOU or University policy in effect at the time. NSFs who are determined by the University to be not qualified for a vacant position will be provided with a statement outlining the qualifications the NSF lacks. This provision shall not extend beyond the ending date of an appointment.~~

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~~D. No provision of this Article is intended to waive any rights of the NSF under state and federal statutes.~~

**D. If the University determines that the NSF cannot be reasonably accommodated without undue hardship, the NSF may be separated in accordance with Article 16 – Medical Separation.**