

ARTICLE 31
REHABILITATION/REASONABLE ACCOMMODATION

- A.** When appropriate, the University will provide special assistance to employees covered by this Agreement who become disabled when such disabilities substantially limit their work activities. This assistance shall include attempts to achieve reasonable accommodation, and for non-probationary career employees, special selection procedures upon request. All employees shall be provided information about rehabilitation services.
- B.** After receipt of medical documentation from the employee, the University will determine what assistance, if any, will be offered to the employee. Such documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- C.** A non-probationary career employee who becomes disabled and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized when approved by the University.

D. REASONABLE ACCOMMODATION

- 1. The University shall analyze the position held at the onset of an employee's illness or injury, if such a position is still available. Such analysis shall identify the essential functions of the position and conditions of the work environment to aid in determining if reasonable accommodations can be made to the employee's disability. If necessary, a similar accommodation analysis shall be conducted of other open unit positions for which the employee may apply and is otherwise qualified.
- 2. The employee is responsible for providing medical documentation to assist in understanding the nature of any required accommodation to a disability. Such documentation shall relate specifically to the job analysis information provided by the University and shall, at the University's option, be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- 3. **Interactive Process**
 - a. Upon receipt of an employee's request for an accommodation, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process, so as to ensure timely, good faith communications and a reasonable accommodation, if any, for the employee with a disability. The employee may have his or her representative participate in this dialogue.
 - b. During the interactive process the University considers information related

to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

- c. The University will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to process a request will depend on the nature of the accommodation requested and whether it is necessary to obtain supporting information. Should an employee wish to receive an update as to the status of his/her request, he/she may contact the assigned University representative. The University representative will respond to the employee's request for updated information in a timely manner.

E. TRIAL EMPLOYMENT

When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.