

## **ARTICLE 19 MEDICAL SEPARATION**

### **A. GENERAL CONDITIONS**

1. When the University determines that an employee is unable to satisfactorily perform essential assigned functions due to a disability and determines that no reasonable accommodation exists without causing undue hardship, the employee may be medically separated. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes, provided that the University has determined that no reasonable accommodation exists without causing undue hardship. Non-probationary career employees separated under this Article are eligible for special employment procedures.
2. The University shall pay the costs of any medical examinations requested by the University.
3. An employee shall not be separated under this Article while the employee is drawing accumulated sick leave or while the employee is receiving extended sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave or extended sick leave and if the employee is afforded all rights provided by the employee's retirement system.

### **B. NOTICE OF INTENT TO MEDICALLY SEPARATE**

1. Written notice of intent to medically separate shall be given to the employee either by delivery of the notice to the employee in person, or by other reliable method accompanied by Proof of Service. The notice shall:
  - a. Inform the employee of the action intended, the reason for the action and the effective date of the action; and
  - b. Inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee.
2. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. An effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of notice of intention to separate (pursuant to section B.1 above) or timely receipt of the employee's response, if any, whichever is later. The effective date of separation and the employee's rights to appeal shall be included in such letter.

## **C. REEMPLOYMENT**

1. For a period of one (1) year following the date of a medical separation, a former non-probationary career employee may be selected for a position without the requirement that the position be publicized. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced. In either situation, the former employee must first notify the appropriate University representative that they are interested in being considered for reemployment opportunities under this provision.
2. If a non-probationary career employee separated under this Article is re-employed within 180 calendar days, a break in service does not occur. If a non-probationary career employee is receiving disability payments from a retirement system to which the University contributes and is re-employed within three (3) years, a break in service does not occur.
3. If a non-probationary career employee who is on an approved leave of absence related to a medical condition has a specific return to work date which is within 180 calendar days of the beginning of the original leave of absence, such employee shall not be medically separated during the period between the beginning of the leave of absence and the initially established return to work date (a maximum of 180 calendar days). Medical documentation must be established by a health practitioner licensed in the state in which she/he practices.