

ARTICLE 20 - MEDICAL SEPARATION

A. Employees who become unable to perform the essential, assigned functions fully, due to disability or medical conditions, may be separated.

1. Employees separated under this Article who had attained regular status are eligible for special reemployment procedures.
2. The University shall pay the costs of any medical examinations required by the University.

B. Basis for Separation

1. A medical separation shall be based at least on a UCLA statement describing the essential functions the employee is unable to perform satisfactorily; and
2. Any pertinent information, including medical information provided by the employee's or UCLA's health care practitioner.
3. A medical separation may also be based on the employee's receipt of disability payments from a retirement system to which the University contributes.
4. An employee shall not be separated under this Article while he/she has accrued sick leave or while the employee is on extended sick leave.

C. Notices

1. **Notice of Intent.** Advance written notice of the intention to medically separate the employee shall be given. The notice shall:
 - a. State the reason(s) for the medical separation;
 - b. Include a copy of any pertinent materials, including medical information provided by the employee's or the University's health care practitioner;
 - c. State the essential functions which the employee is unable to perform satisfactorily; and,
 - d. State that the employee has the right to respond in person or through a representative within fourteen (14) calendar days from the date of the notice. Such response may be oral or in writing.
2. **Notice of Separation.** After review of the employee's timely response, if any, the University shall notify the employee of its determination and the date of the separation. The notice of separation shall state the employee's right to appeal pursuant to the Grievance Procedure (Article 26) and the Arbitration Procedure (Article 27).

D. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former regular status employee may be selected for a position within the bargaining unit without the requirement that the position be posted. 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. During such periods an employee shall be given assistance in accordance with Article 21 - Reasonable Accommodation.

E. Service upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the allowed period, a break in service shall not be deemed to have occurred.