ARTICLE 29
MEDICAL SEPARATION

A. Employees who become unable to perform essential, assigned functions fully, due to disabilities or other medical conditions, may be separated. Employees separated under this Article who had attained regular status are eligible for special employment procedures.

B. Basis for Separation
1. A medical separation shall be based on:
   a. a statement by the Department Head describing the essential functions the employee is not performing; and
   b. a review by the appropriate University representative.
2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes. The University shall pay the reasonable costs of any medical examinations requested by the University.
3. A medical separation shall be effected by the Department Head after review and agreement by the appropriate HR officer.

C. Notices
1. An employee shall not be separated under this Article while the employee is drawing accrued 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.

2. Notice of Intent
   An employee shall be given advance written notice of the intention to separate the employee. The notice shall:
   a. state the reason for medical separation;
   b. include copies of the Department Head's statement and any other pertinent material considered; and
   c. state that the employee has the right to respond in person or through a representative of his/her choosing within ten (10) workdays, either orally or in writing, regarding the separation.

3. Notice of Separation
   After the employee's response or ten (10) workdays from the date of notice of intention to separate medically, whichever is sooner, the employee shall be notified in writing of the
decision. If it has been determined that separation is appropriate, the employee shall be given advance written notice of medical separation. The notice shall:

a. specify the effective date of separation; and

b. state the employee's right to appeal.

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 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. During such periods, an employee shall be given assistance in accordance with Article 31, Reasonable Accommodation/Rehabilitation.

E. Service upon Reemployment
If a regular status employee separated under this Article is reemployed within the bargaining unit within the allowed period, a break in service does not occur.