

ARTICLE 23 REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Student Employees who are disabled or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

B. MEDICAL DOCUMENTATION

When requested by the University, the Academic Student Employee is responsible for providing the University with medical documentation identifying functional limitations and how such limitations affect the Academic Student Employee's ability to perform the essential functions of the job. The University may require that an Academic Student Employee be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

C. THE INTERACTIVE PROCESS

1. When an Academic Student 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 Academic Student Employee and appropriate University representatives (e.g., supervisor, departmental administrator, department or unit head, and/or disability management representative) about possible options for reasonably accommodating the Academic Student Employee's disability. This process shall occur as soon as practicable. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Student 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 Academic Student 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. If able to, the University will present multiple options for the ASE to

consider, however the University will determine which accommodation(s) will be implemented.

- a. The University will consider reasonable accommodations that would enable the Academic Student Employee to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate position.
- b. ASE's may bring a support person to the interactive process meeting which could include a union representative.
- c. The University is not obligated to implement an accommodation that would present an undue hardship.

D. Joint Labor Management Committee

1. The parties agree to meet on a periodic basis to discuss issues arising from this article using the process specified in Article 16 – Labor Management Meetings.
2. Either party may request a meeting and such a meeting may be held at either a local campus level, or at a system-wide or semi-system-wide level.
3. ASEs serving on the Committee shall be provided release time for attending the meeting, if necessary.
4. The parties may invite subject matter experts to attend the meeting, provided there is advanced notice.