

ARTICLE 16
MEDICAL SEPARATION

- A.** When NSF is unable to perform essential assigned functions satisfactorily because of any medical (including psychological) condition, that NSF may be medically separated pursuant to this Article. NSF who is medically separated is eligible for special reemployment procedures as set forth in Section G. Except by mutual consent an NSF shall not be separated under this Article while on any authorized leave. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS.
- B.** The University shall pay the reasonable costs of any medical and psychiatric examinations requested by the University. When feasible, the University will present the NSF with a list of authorized medical practitioners from which the NSF may select one.
- C.** A medical separation shall be based on:
1. a statement describing the essential functions the NSF is not performing satisfactorily;
 2. a statement comparing the essential functions the NSF is not performing satisfactorily to the benefits to the University created by the disability;
 3. a description of any reasonable accommodations considered and why these have not enabled the NSF to perform essential assigned functions satisfactorily; and,
 4. any medical, psychiatric or other pertinent information presented by the NSF, the NSF's medical examiner(s), or the University.
- D.** When the University intends to medically separate an NSF, the NSF shall be given written notice of the intent to separate for medical reasons. The notice shall:
1. be given to the NSF either by delivery of the notice to the NSF in person, or by mail with proof of service;
 2. state the reason for the medical separation;
 3. include copies of pertinent material considered, except that excluded by medical privilege or applicable statute;
 4. state that the NSF or representative has the right to respond, and to whom, within ten (10) calendar days from the date of issuance of such

notice of intent, either orally or in writing, regarding the medical separation; and,

5. state the proposed effective date of the action, which shall be no earlier than thirty (30) calendar days from the date of this notice.

E. Upon request, copies of medical records from a University appointed medical examiner will be forwarded to the physician of record or choice of the NSF.

F. If there is a disagreement as to the appropriateness of the medical separation, the NSF may request a meeting with a designated University official within fifteen (15) calendar days of the date of the notice. If the University determines that a medical separation is appropriate and that no reasonable accommodation can be made, the NSF will be given written notice of the medical separation. The notice shall:

1. specify the effective date of the medical separation;

2. state the reasons for the medical separation; and,

3. state the right of the NSF to grieve the action to the fullest extent provided by this MOU.

G. For a period of one year following the date of a medical separation, an NSF may be selected for a position within the unit without the requirement that the position be publicized. However, if the NSF 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. If an NSF separated under this Article is reemployed in the unit within the allowed period, a break in service shall not occur.