

ARTICLE 20 – MEDICAL SEPARATION

- A. When the University determines that an employee is unable to satisfactorily perform essential assigned functions due to a handicap or other medical condition, that 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. Non-probationary career employees separated under this Article are eligible for special employment procedures.
- B. The University shall pay the reasonable costs of any medical examinations requested by the University.
- C. 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 proof of service. The notice shall:
 - 1. inform the employee of the action intended, the reason for the action and the effective date of the action; and
 - 2. 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.
- D. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. The effective date of separation shall be at least ten (10) calendar days from the date of issuance of notice of intention to separate, whichever is later.
- E. For a period of one 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 years from the date benefits commenced. During such periods an employee shall be given assistance in accordance with Article 31 – Reasonable Accommodation.
- F. If a non-probationary career employee separated under this Article is reemployed within ninety (90) 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 reemployed within three (3) years, a break in service does not occur.