ARTICLE 30
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 examination requested by the University.

B. Basis for Separation

1. A non-probationary career employee is unable to perform essential assigned functions due to a medical condition documented by the employee’s physician and/or University appointed physician, that employee may be medically separated.

2. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.

3. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employees may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights by the employee’s retirement system.

C. Notice of Intent

Advance written notice of the intention to medically separate shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the notice in an envelope addressed to the employee at the employee’s last known home address. The notice shall be placed in the United States mail or sent by courier service. The Union will be notified concurrently of the intended action. It shall be the responsibility of the employee to update the University of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a “Proof of Service” indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the “date of issuance” of the Notice of Intent.

1. State the reason for intended action;

2. State that the employee has the right to respond in person or through a representative within ten (10) work days of the date of issuance of the notice either orally or in writing.

3. Include in the notice a copy of any pertinent materials, including medical information provided by the employee’s or the University’s health care practitioner.

D. Notice of Separation

After the employee’s response or ten (10) work days from the date of issuance of notice of intent to medically separate, 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 written notice of medical separation. The notice of separation
shall state the employee’s right to appeal pursuant to the Grievance Procedure in Article 23 and the Arbitration Procedure in Article 24.

E. 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 unit without the requirement that the position be posted. However, if the 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.

F. Service Upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the unit within the period covered in the preceding paragraph, a break in service does not occur.