

ARTICLE 24 MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. A nurse in the bargaining unit who becomes unable to perform the essential assigned functions of her/his position due to any disability as defined by State and Federal law may be medically separated pursuant to this Article. Prior to medical separation, a determination must be made by the University that no reasonable accommodation exists without causing undue hardship. A nurse in the unit who is medically separated is eligible for special reemployment procedures as set forth in §E., below. Except by mutual consent, a nurse in the unit shall not be medically separated under this Article while on any authorized leave of absence.
2. Except as provided in §C., below, a medical separation shall be based on:
 - a. A University statement describing the essential functions the nurse in the unit is not performing satisfactorily; and
 - b. Any medical or other pertinent information provided by the nurse, the nurse's licensed health practitioner, or the University's physician or any other appropriate University officials.
 - c. 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 or PERS, provided that the University has determined that no reasonable accommodation exists without causing undue hardship.

B. PROOF OF DISABILITY

Proof of the nurse's disability is required and is subject to verification by the University. When the University requests a medical opinion as verification of disability, the University shall bear the costs of the medical examination(s) requested.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

A written notice of intent to medically separate shall be given to the nurse either by delivery of the notice to the nurse in person, or by placing the notice of intent in the U.S. mail, first class postage paid, or by any other reliable method in an envelope addressed to the nurse at the nurse's last known home address. Proof of service shall accompany the notice of intent. The notice shall:

1. inform the nurse of the action intended, the reason for the action and the effective date of the action; and
2. inform the nurse 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 the instructions given by the University in the written notice provided to the nurse. A nurse may request a reasonable amount

of additional time to respond to the notice of intent to medically separate. Such requests shall not be unreasonably denied.

D. UNIVERSITY RESPONSE

After review of the nurse's timely response, if any, the University shall notify the nurse of any action to be taken. An effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of notice of intention to separate (pursuant to §C., above) or timely receipt of the nurse's response, if any, whichever is later.

E. REEMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated nurse may be selected for a position within the unit without the requirement that the position be publicized. However, if the former nurse 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. In order to be eligible for rehire under this Article, the medically separated nurse must provide a medical certification describing the medically separated nurse's ability to return to work, with or without accommodation and must set forth any limitation the nurse may have.
2. If a non-probationary career nurse separated under this Article is reemployed within one (1) year, a break in service does not occur. If a non-probationary career nurse 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.

F. NOTICE TO THE ASSOCIATION

The University shall provide concurrent notice to the Association of notice of intent to medically separate a nurse.