

**ARTICLE 23
MEDICAL SEPARATION**

- A.**
1. When the University determines that an employee is unable to satisfactorily perform essential assigned functions due to a disability or other medical condition and determines that no reasonable accommodation exists without causing undue hardship, 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.
 2. If a non-probationary career employee who is on an approved leave of absence related to a medical condition has a specific return to work date which is within 180 calendar days of the beginning of the original leave of absence, such employee shall not be medically separated during the period between the beginning of the leave of absence and the initially established return to work date (a maximum of 180 calendar days).
- B.** Proof of the employee's disability is required and is subject to verification by the University. 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 including copies of the department head's statement, if any, and other pertinent material considered.
 2. Inform the employee of the right to respond and to whom to respond within fifteen (15) 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 fifteen (15) calendar days from the date of issuance of notice of intention to separate (pursuant to Section C. above) or timely receipt of the employee's response, if any, whichever is later. The effective date of separation and the employee's rights to appeal shall be included in such letter.
- E.** An employee shall not be separated pursuant to this Article while the employee is drawing accrued sick leave except in those instances where the employee has already exhausted his/her available leave under Cal. Labor Code Sec. 4806. In any event, such employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave.
- F.** 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 22 – Reasonable Accommodation.
- G.** If a non-probationary career employee separated under this Article is reemployed within 180 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 years, a break in service does not occur.