

ARTICLE 30 REASONABLE ACCOMMODATION

A. GENERAL

In a manner that is consistent with applicable law, the University provides reasonable accommodation to otherwise qualified employees who are disabled or become disabled and need assistance to perform the essential functions of their positions. This section shall not be construed as a guarantee of a specific form of accommodation, nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be determined in coordination with the requirements of the employee's job. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effect of any accommodations.

It is the responsibility of the employee to inform the University of the need for an accommodation, unless the need for accommodation is known to the disability management office or equivalent.

B. THE INTERACTIVE PROCESS

The interactive process is an ongoing dialogue between the employee and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options for reasonable accommodations may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job to eliminate non-essential job functions. Both the University and the employee are expected to participate in the interactive process in good faith.

During the interactive process the University considers information related to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.

If the University determines that the employee cannot be reasonably accommodated in the employee's current position, reassignment to an available alternative position for which the employee is qualified will be considered.

The University will not implement an accommodation that would present an undue hardship, as that phrase is defined, applied, and interpreted under applicable law. If, through the interactive process, the employee cannot be reasonably accommodated without undue hardship, the University may pursue separation in accordance with Article 31 – Medical Separation.

C. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations and the limits on the employee's ability to perform the essential functions of the job. When necessary, the University may require that the employee be examined by a University-appointed licensed healthcare provider. In such a case, the University shall pay the costs of any medical examinations requested or required by the University.