

ARTICLE 22

REASONABLE ACCOMMODATION

22.1 REASONABLE ACCOMMODATION

A. **Compliance:** The University, the Union, and employees will comply with relevant federal and state laws and regulations in providing reasonable accommodations to qualified individuals with disabilities.

B. **Disability Definition:** Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact.

A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. For purposes of this definition, "impairment" includes, but is not limited to: any physiological disorder, or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitor-urinary, hemic and lymphatic, skin, and endocrine; or any mental, developmental, traumatic, or psychological disorder, including but not limited to cognitive limitation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

Only for the purposes of qualifying for reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and: the impairment must have a substantially limiting effect upon the individual's ability to perform his/her job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.

- C. **Requests for Accommodation:** An employee who believes that he/she suffers a disability and requires a reasonable accommodation to perform the essential functions of his/her position may request such an accommodation from the University's Human Resource Services department. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting medical documentation with any request for accommodation if requested by the University. The University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential, in a file separate from the employee's personnel file, and disclosed only on a need-to-know basis.
- D. **Determinations Regarding Accommodations:** The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.
- E. **Disability Separation:** Prior to issuing a notice of disability separation, the University will review the essential functions of the position description to ensure accuracy. If the University determines that an employee is unable to perform the essential functions of the employee's position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination at least sixty (60) days prior to the proposed effective date of the separation, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.
- F. **Complaint/Grievance:** Nothing herein will interfere with an employee's right to file a grievance under Article 29, Grievance and Arbitration, or a complaint with the Washington State Human Rights Commission or the Equal Employment Opportunity Commission.
- G. **Return to Work**
1. If, within three (3) years of the disability separation, an individual submits a written notice from his/her medical practitioner that he/she is able to return

to work, the individual's name will be placed on the Layoff list for the classification from which the individual was separated. Nothing herein will preclude an individual who has been disability separated from applying for any University position for which he/she meets the minimum qualifications.

2. If an employee is rehired within two (2) years of a disability separation:
 - a. The employee's seniority, anniversary, and periodic increment date will be restored.
 - b. The employee will serve a six (6) month probationary period.
 - c. Upon successful completion of the probationary period, the time between separation and re-employment will be treated as leave without pay and will not be considered a break in service.
3. If an employee is rehired within three (3) years of a disability separation, any unused sick leave will be restored.