

ARTICLE 22
REASONABLE ACCOMMODATION

- A.** The University will provide reasonable accommodation to qualified employees with disabilities, subject to defenses available under applicable law, when such disabilities substantially interfere with the major life activity of working. 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.
- B.** After receipt of medical documentation from a qualified employee with a disability, the University will determine what assistance, if any, will be offered to the employee. If appropriate, this assistance shall include information about vocational rehabilitation services. Documentation provided by the employee shall be subject to confirmation by a University-appointed physician. The University shall pay the cost of a University-appointed physician.
- C.** A non-probationary career employee who becomes a qualified employee with a disability and who has received vocational rehabilitation services may be selected for a position without the requirement that the position be publicized when approved by the University.
- D.** When recommended by a vocational rehabilitation counselor and approved by the appropriate University official, a non-probationary career employee who becomes a qualified employee with a disability may be offered temporary trial employment to evaluate the employee's interests and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the counselor in consultation with the employing Department/Division Head. Positions used for trial employment shall be designated as casual.
- E. MODIFIED DUTY ASSIGNMENT**
1. On a campus-by-campus and case-by-case basis, subject to operational considerations and budgetary constraints, the University will endeavor to modify duty assignments consistent with documented medical restrictions for employees who have experienced work-related injuries. The University may, subject to those same considerations, make temporary modified duty assignments due to non-work-related injuries. The assignments, regardless of the injury, may be hourly/weekly/monthly in nature and are at the sole, non-grievable and non-arbitrable discretion of the University.
 2. Ordinarily, temporary modified duties assignments shall not be authorized for periods exceeding one month in duration. The Police Chief may grant an extension after consideration on a case-by-case basis.
 3. 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.
 4. At least thirty (30) calendar days prior to the implementation of new or changed temporary modified duty assignment programs, the Campus shall inform FUPOA.