

ARTICLE 32. MEDICAL SEPARATION

- A. When a non-probationary career employee is unable to perform essential assigned functions fully due to a medical condition, documented by the employee's physician and/or a University-appointed physician, he/she may be medically separated.
- B. A medical separation may also be based on the receipt of disability payments from a retirement system to which the University contributes.
- C. The University shall pay the reasonable costs of any medical examinations required by the University.
- D. An employee shall not be separated under this Article while he/she is drawing accrued sick leave. However, the employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave and if the employee is afforded all rights provided by the employee's retirement system.
- E. **Notice of Intent.** 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 placing the Notice in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the University in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a "Proof of Service" indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of the Notice of Intent. Concurrent with the Notice of Intent to the employee, a separate notice will be mailed to the Union.
 - 1. The Notice of Intent shall:
 - a. inform the employee of the action intended and the reason for the action;
 - b. inform the employee of the right to respond and to whom to respond in person or through an agent within ten (10) calendar days of the issuance of the notice either orally or in writing.
- F. **Notice of Separation.** After the employee's response or ten (10) calendar days from the date of issuance of notice of intent to medically separate, whichever is sooner, the employee shall be notified in writing of the decision. If it has been determined that separation is appropriate, the employee shall be given written notice of medical separation.
- G. **Special Reemployment Procedures.** 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 within the unit without the requirement that the position be publicized. However, if the employee 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.

H. **Service Upon Reemployment.** If a non-probationary career employee separated under this Article is reemployed within the unit within the period covered in the preceding paragraph, a break in service does not occur.