

ARTICLE 30

REASONABLE ACCOMMODATION

A. General Provisions

1. The Union and the University agree that if any provision(s) of the California Fair Employment and Housing Act and/or the federal Americans with Disabilities Act afford any advantages or benefits to an employee that exceed the provisions of this Article, such provision(s) in the state and/or federal Acts shall control. The Union and the University further agree that inclusion of the Article in the Agreement shall not impose any limitation on an employee's right to seek legal redress in accord with the state and federal Acts cited above.
2. For purposes of this Article, "disability" is understood to include both physical and mental disabilities.
3. 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, as required by state law. The interactive process shall be used to determine what, if any, reasonable accommodation will be made.
4. Reasonable accommodations shall be provided in the following, non-exclusive scenarios:
 - a. When an employee with a disability needs an accommodation to enable him or her to perform the essential functions of the position.
 - b. When an employee with a disability needs an accommodation to enable him or her to gain access to his or her workstation; and
 - c. When an employee with a disability needs an accommodation to enjoy equal benefits and privileges of employment.

B. The Interactive Process

1. 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 may include, but are not limited to: transfer of non-essential job functions to another employee, altering when and how essential functions are performed (restructuring the job), ergonomic adjustments, time off for medical appointments, modification of work tools or equipment, modification of existing facilities, modified work schedule, leaves of absence, reassignment (placement in a vacant position), assistive devices, and assistive animals.

2. An employee may start the interactive process by asking for an accommodation. A request may be made orally or in writing by the employee, or by someone who the employee has authorized to act on his or her behalf. Once the University is informed or becomes aware of the need for an accommodation, the University will coordinate the interactive process.
3. Both the University and the employee will participate in the interactive process in good faith, which includes engaging in timely communications and a willingness to exchange essential information. The employee may have his or her representative participate in this dialogue to facilitate the process, provided that applicable local requirements are met.
4. During the interactive process the University considers information in its possession, including information provided by the employee and/or his/her health care provider, related to: the essential functions of the job; the employee's functional limitations; possible accommodations; the reasonableness of possible accommodations; and issues related to the implementation of a reasonable accommodation. This information will be used by the University to determine what, if any, reasonable accommodation will be made.
5. The University will not implement an accommodation that would present an undue hardship for the University.
6. The University will engage in the interactive process and implement accommodations where reasonable and appropriate and in as short a time frame as reasonably possible. The parties recognize, however, that the time necessary to implement a reasonable accommodation will depend on the nature of the accommodation identified and whether the employee has provided sufficient supporting information.
7. Should an employee wish to receive an update as to the status of his/her request, he/she may contact the assigned University representative. The University representative will respond to the employee's request for updated information within seven (7) calendar days, if practicable.
8. If a reasonable accommodation is implemented, the employee and supervisor (and co-workers, where appropriate) will use best efforts to become familiar with any changes in their roles and responsibilities, so that the accommodation plan may be fully realized.
9. The interactive process is an ongoing obligation. Any changes in circumstances, whether in the employee's condition or in workplace factors, may warrant a re-evaluation of the reasonable accommodation. If a provided accommodation is not effective or becomes ineffective, the employee will advise the appropriate UC representative. Then, the University and the employee will continue to engage in the interactive process to identify possible alternatives, or additional accommodations.

10. If the University determines that there is not a reasonable accommodation that would enable the employee to perform the essential functions of his/her job, the University shall ascertain the availability of an alternative vacant position for which the employee is qualified and for which the employee can perform the essential functions, with or without reasonable accommodation. The local Disability Manager, Vocational Rehabilitation Counselor, or another appropriate University representative, will assist the disabled employee with his/her alternate job search.

C. Medical Documentation

The employee is responsible for providing reasonable medical documentation from a qualified and licensed healthcare provider that confirms the existence of the disability and assists in assessing the extent of the employee's functional limitations in order to facilitate the interactive process. The University may provide a form for the qualified and licensed healthcare provider to complete. The documentation may be subject to confirmation by a University-appointed licensed healthcare provider. When necessary, the University may require that a University-appointed licensed healthcare provider examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the costs of the University-appointed healthcare provider.

D. Non-Retaliation

No employee will be retaliated against because of a previous or pending request for reasonable accommodation, whether or not the accommodation was or will be provided.

E. Special Selection For Other Positions

An employee who becomes disabled and who has participated in the interactive process in good faith may be selected for an alternative position without the requirement that the position be publicized.

F. Denial of Reasonable Accommodation

If the University determines that it cannot reasonably accommodate an employee, it shall give the reason(s) for its decisions in writing to the employee within five (5) calendar days of denying the request.