ARTICLE 20
REASONABLE ACCOMMODATION

A. GENERAL PROVISIONS

1. It is the responsibility of the Unit 18 faculty member to inform the University of the need for an accommodation, unless the disability or need for accommodation is known to the University. ***In accordance with Article 4–Prohibitions on Workplace Discrimination, the Unit 18 Faculty member shall not be retaliated against for informing the University of their need for an accommodation. This prohibition against retaliation includes reductions in class assignments or time, unless they result from the interactive process, outlined in section C below.***

2. The request for accommodation may be made formally or informally, orally or in writing or made by someone on behalf of the Unit 18 faculty member. The request may be made to the Unit 18 faculty member's department chair, department chair's (or equivalent) designee, or the campus disability management office (or equivalent).

3. In a manner that is consistent with applicable law, the University provides reasonable accommodation to qualified Unit 18 faculty who are disabled or become disabled and need assistance to perform the essential functions of their jobs. 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 accordance with the specific functional abilities of the employee 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.

4. Universal access, legally required infrastructure, and proper maintenance of facilities is not an accommodation, but a requirement. Each instructional facility on every campus shall comply with access and accessibility laws and codes at all times, including with retrofitting and maintenance.

5. Requests for accommodations and schedule adjustments in order to seek medical care shall not be denied.

6. By the end of this current contract, The UC will install and maintain the following in every instructional building: working elevators, fully accessible entrance doors, accessible doors for least three classrooms, and at least one fully accessible restroom. A side letter

will spell out timelines for compliance.

7. ~~4.~~ No provision of this Article is intended to waive any rights of the Unit 18 faculty member under state and federal statutes.

B. MEDICAL DOCUMENTATION

When requested by the University, the employee is responsible for providing the University disability manager or other appropriate University representative with medical documentation regarding the employee's disability and how it limits the employee's ability to perform the essential functions of the job. ***The employee shall not be required to disclose a diagnosis at any time.*** The University may require that a University-appointed licensed healthcare provider ***not employed by the University*** examine the employee and/or confirm the documentation provided by the employee. In such a case, the University shall pay the cost of the University-appointed healthcare provider.

C. THE INTERACTIVE PROCESS

1. When an employee requests reasonable accommodation for a disability or the University has reason to believe that a reasonable accommodation is needed, the parties will engage in the interactive process, which is an ongoing dialogue between the employee and appropriate University representatives about possible options for reasonably accommodating the employee's disability. Both the University and the employee are expected to participate in the interactive process in good faith, ***including during informal discussions at the level of the department, program, or unit,*** which includes engaging in timely communications regarding possible reasonable accommodation.

2. During the interactive process, the University considers information related to: the essential functions of the job, the **Unit 18 faculty member'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. While the University will consider the **Unit 18 faculty member's** suggestions and preferences regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.

3. Upon receipt of information about the need for accommodation, the department chair or department chair's (or equivalent) designee may consult with the campus Disability Management office (or equivalent) to

determine if the Unit 18 faculty member is an otherwise qualified individual with a disability, and if so, to obtain assistance in reviewing essential job functions and the possible need for reasonable accommodation.

4. If the implementation of a particular reasonable accommodation will result in a change to the Unit 18 faculty member's role and/or responsibilities, the University shall inform the Unit 18 faculty member of those changes in writing. ***However, no change to the Unit 18 faculty member's appointment shall be made absent agreed-upon particular accommodations.***

5. If any change in circumstances warrants re-evaluation of the accommodation(s) in place, the University and the Unit 18 faculty member will resume the interactive process.

6. If the University determines that the employee cannot be reasonably accommodated in his or her current position, reassignment to an available alternative position for which the Unit 18 faculty member is qualified will be considered.

7. The University will not implement an accommodation that would present an undue hardship.

D. ***MEDICAL SEPARATION***

If the University determines that the Unit 18 faculty member cannot be reasonably accommodated ***or reassigned*** without undue hardship, ***the University must provide its reasoning in writing to the Unit 18 faculty member within five business days of concluding the interactive process. In this case,*** the Unit 18 faculty member may be separated in accordance with Article 16 – Medical Separation.

E. GRIEVABILITY AND ARBITRABILITY

1. This article is subject to the full grievance and arbitration provisions of this Agreement.

2. Filing a grievance under this article shall under no circumstances preclude a Unit 18 faculty member or the Union from filing a complaint with the Office for Civil Rights and/or the California Civil Rights Department.