

TA

For UC

~~UAW~~ *[Handwritten signature]*

5-29-19

ARTICLE       
REASONABLE ACCOMMODATION

**A. GENERAL CONDITIONS**

In a manner that is consistent with applicable law, the University shall provide reasonable accommodation to qualified Academic Researchers 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. The interactive process shall be used to determine what, if any, reasonable accommodation will be made and to monitor the continuing effectiveness of the accommodation.

**B. MEDICAL DOCUMENTATION**

When requested by the University, the Academic Researcher is responsible for providing the University with medical documentation identifying work restrictions and how such restrictions limit the Academic Researcher's ability to perform the essential functions of the job. The University may require that an Academic Researcher be examined by an appropriate University-appointed licensed health care provider. In such a case, the University shall pay the costs of the University-appointed health care provider.

**C. THE INTERACTIVE PROCESS**

1. When an Academic Researcher 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 Academic Researcher and appropriate University representatives (e.g., supervisor, departmental administrator, Principal Investigator, department or unit head, Disability Manager, or other appropriate University representative) about possible options for reasonably accommodating the Academic Researcher's disability. Options for reasonable accommodation may include, but are not limited to: assistive devices; modification of existing facilities; restructuring the job to eliminate non-essential job functions; and leaves of absence. Both the University and the Academic Researcher are expected to participate in the interactive process in good faith, which includes engaging in timely communications regarding possible reasonable

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accommodation. The Academic Researcher may elect to have the Union represent them in this process.

2. During the interactive process, the University considers information related to: the essential functions of the job, the Academic Researcher'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 Academic Researcher's suggestions regarding which accommodation(s) to implement, the University will determine which accommodation(s) will be implemented.
  - a. The University will consider reasonable accommodations that would enable the Academic Researcher to continue (or resume) performing the essential functions of their assigned position for the duration of the appointment, which may include a temporary alternate assignment.
  - b. If the Academic Researcher cannot be reasonably accommodated in accordance with 2.a. above, the Academic Researcher will be provided with a leave of absence as a reasonable accommodation as defined in paragraphs i, ii, and iii below.
    - i. In addition to any leave to which the Academic Researcher may be entitled as Family and Medical Leave (including, but not limited to, Pregnancy Disability Leave), the Academic Researcher will be provided with unpaid leave time of no more than ninety (90) days as a reasonable accommodation, unless otherwise required by law.
    - ii. The Academic Researcher may use any accrued sick days or accrued vacation to be compensated during this period of otherwise unpaid leave.
    - iii. In no circumstances shall leave be granted beyond the expiration of the Academic Researcher's current appointment.
3. The University is not obligated to implement an accommodation that would present an undue hardship.

UC/UAW RA Negotiations  
Reasonable Accommodation  
UC Proposal #1  
May 29, 2019  
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