

## ARTICLE 22 ACCOMMODATIONS

### 22.1 REASONABLE ACCOMMODATION - DISABILITY

- A. **Compliance:** The University, the Union, and employees will comply with relevant federal and state (Americans with Disabilities Act, Washington Law Against Discrimination, Revised Code of Washington 49.60) laws and regulations in providing reasonable accommodations to qualified individuals with disabilities.
- B. **Disability Definition:** Presence of a sensory, mental, or physical impairment that: is medically cognizable or diagnosable; or exists as a record or history; or is perceived to exist whether or not it exists in fact. A disability exists whether it is temporary or permanent, common or uncommon, mitigated or unmitigated, or whether or not it limits the ability to work generally or work at a particular job or whether or not it limits any other activity within the scope of this chapter. Only for the purposes of qualifying for disability related reasonable accommodation in employment, an impairment must be known or shown through an interactive process to exist in fact and: the impairment must have a substantially limiting effect upon the individual's ability to perform their job, the individual's ability to apply or be considered for a job, or the individual's access to equal benefits, privileges, or terms or conditions of employment; or the employee must have put the employer on notice of the existence of an impairment, and medical documentation must establish a reasonable likelihood that engaging in job functions without an accommodation would aggravate the impairment to the extent that it would create a substantially limiting effect. A limitation is not substantial if it has only a trivial effect.

### 22.2 VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING SAFETY ACCOMMODATIONS

- A. An employee may request a reasonable safety accommodation if the employee is a victim of domestic violence, sexual assault or stalking (or perceived victim) as outlined in Article 21.
- B. An employee may be required to show verification of the need for Domestic Violence, Sexual Assault and Stalking Leave as outlined in Article 21 or a safety accommodation as outlined in Article 22. Verification includes: a police report or

a court order showing the employee is a victim or in need of protection, or documentation from an advocate for victims, an attorney, a member of the clergy or a health care provider. Documentation shall retain its confidential or privileged nature of communication pursuant to the extent provided by law. An employee may also provide a written statement that they or a family member are a victim and in need of the safety accommodation. Verification of the familial relationship to the victim can be in the form of a statement from the employee, a birth certificate, court document, or other similar documentation.

- C. A reasonable safety accommodation may include, but is not limited to: transfer, reassignment, modified schedule, changed work telephone number, changed work email address, changed workstation, installed lock, implemented safety procedure, or any other adjustment to a job structure, workplace facility, or work requirement in response to actual or threatened domestic violence, sexual assault, or stalking.

### **22.3 PREGNANCY ACCOMMODATIONS**

- A. A pregnant employee may request a reasonable accommodation, without the need to provide written certification from a health care provider for the following:
  - 1. Providing more frequent, longer, or flexible restroom breaks;
  - 2. Modifying a no food or drink policy;
  - 3. Providing seating or allowing the employee to sit more frequently if the Employee's job requires them to stand;
  - 4. Limiting lifting to 17 pounds or less.
- B. In addition, a pregnant employee may request other workplace accommodation(s), as long as there is no significant difficulty or expense to the University. The following accommodations may require the Employee provide written certification from a health care provider:
  - 1. Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's work station;
  - 2. Providing for a temporary transfer to a less strenuous or less hazardous position;
  - 3. Scheduling flexibility for prenatal visits;

4. Lifting less than 17 pounds; and
  5. Any further pregnancy accommodation an employee may need, and to which an Employer must give reasonable consideration in consultation with information provided on pregnancy accommodation by the department of labor and industries or the attending health care provider of the employee.
- C. An Employer does not have to create a position for an employee asking for a pregnancy accommodation or transfer a less senior employee, or promote the pregnant employee as part of a reasonable accommodation.

#### **22.4 REQUESTS FOR ACCOMMODATION**

An employee who believes they may need a reasonable accommodation to perform the essential functions of their position may request such an accommodation from the University's Human Resource Services department. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation. The employee must provide supporting documentation with any request for accommodation, if requested by the University. The University may require the employee to obtain a second medical opinion at University expense. Medical information disclosed to the University will be kept confidential, in a file separate from the employee's personnel file, and disclosed only on a need-to-know basis.

#### **22.5 DETERMINATIONS REGARDING ACCOMMODATIONS**

The University will determine whether an employee is eligible for a reasonable accommodation, and the accommodation, if any, to be provided.

#### **22.6 DISABILITY SEPARATION**

Prior to issuing a notice of disability separation, the University will review the essential functions of the position description to ensure accuracy. If the University determines that an employee is unable to perform the essential functions of the employee's position due to a disability that cannot be reasonably accommodated, the employee will be separated from service due to disability. Prior to any final decision regarding a disability separation, the University will notify the employee of its determination at least sixty (60) days prior to the proposed effective date of the separation, and provide the employee with an opportunity to discuss that determination. Disability separation is not a disciplinary action.

## **22.7 COMPLAINT/GRIEVANCE**

Nothing herein will interfere with an employee's right to file a grievance under Article 29, Grievance and Arbitration, or a complaint with the Washington State Human Rights Commission or the Equal Employment Opportunity Commission.

## **22.8 RETURN TO WORK**

A. If, within three (3) years of the disability separation, an individual submits a written notice from their medical practitioner that they are able to return to work, the individual's name will be placed on the Layoff list for the classification from which the individual was separated. Nothing herein will preclude an individual who has been disability separated from applying for any University position for which the Employee meets the minimum qualifications.

If an employee is rehired within two (2) years of a disability separation:

1. The employee's seniority, anniversary, and periodic increment date will be restored.
2. The employee will serve a six (6) month probationary period.
3. Upon successful completion of the probationary period, the time between separation and re-employment will be treated as Leave Without Pay and will not be considered a break in service.

B. If an employee is rehired within three (3) years of a disability separation, any unused Sick Leave will be restored.