



Employment Accommodation Guidelines for Employees with a Disability

CUPE 917 AND CUPE 951

Developed September 2001 • July 2014 and revised January 2017

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MEMO

Date: August 26, 2014

To: Members of the University Community

From: Jamie Cassels, President and Vice-Chancellor, University of Victoria
Doug Sprenger, President, CUPE 951
Byron Spiers, President, CUPE 917

Re: Revisions to Employment Accommodation Guideline for Employees with Disabilities in CUPE 917 and CUPE 951

The University of Victoria is committed to the principles of equity and human rights. This is a legal duty which arises from human rights legislation and is also a duty arising from our values and principles to ensure an inclusive and respectful workplace.

Guidelines to fairly and equitably address accommodation needs of CUPE 917 and 951 members have been revised. These guidelines clearly set out the roles and responsibilities that each party has in the process (employer, employee, manager, union, work-life consultant), which allow us to meet our legal responsibilities and accurately reflect the fact that we all have a responsibility in ensuring that appropriate accommodations are made.

This speaks to UVic's strategic plan, *A Vision for the Future—Building on Excellence*, with the goal to “recruit and retain a diverse group of exceptionally talented students, faculty and staff and to support them in ways that allow them to achieve their highest potential.”

One of the key strategies of being a diverse, welcoming learning community with a demonstrated commitment to equity and fairness is to “actively promote and communicate coordinated practices of inclusion, respect, wellness, accessibility, safety and accommodation as the foundations of a healthy university community.”

The Joint Committee on Return to Work and Accommodation—including representatives from CUPE 917, CUPE 951, Human Resources and managers, and facilitated by the Equity Diversity Advisor—reviewed and revised the guidelines from 2008 that were originally developed in 2001. This collaborative effort reflects the commitment the executives of the university, CUPE 917 and 951 have towards the values of human rights and dignity in the work place. All three executives support this initiative.

In closing, we thank the members of the Joint Committee for their commitment to the process and for their hard work.

Members of the Joint Committee on Return to Work and Accommodation:

For CUPE 917

David Mitchell, *CUPE 917*
Marina Baginski, *CUPE 917*
Rhonda Rose, *CUPE 917*

For CUPE 951

Arden Little, *CUPE 951*
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Rebecca Lumley, *Director Total Compensation & Recruitment, Human Resources*
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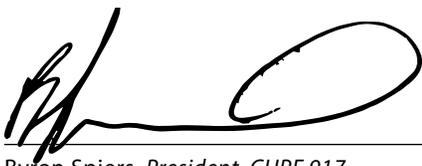
Ex-Officio Participants:

Kane Kilbey, *Human Resources*
Joel Bentley, *National CUPE Representative*
Byron Spiers, *CUPE 917*
Kara White, *CUPE 951*

SIGNATURES:



Jamie Cassels, *President and Vice-Chancellor, University of Victoria*



Byron Spiers, *President, CUPE 917*



Kara White, *President, CUPE 951*

OVERVIEW

Employment Accommodation Guidelines For Employees with a Disability

Article 33.04 of the CUPE 917 and CUPE 951 collective agreements with the University states:

“the parties agree to establish a joint labour/management committee to consult extensively and make recommendations to the University regarding the development and maintenance of a consistent process which enables employees with disabilities to maintain their employment at the University.”

The Joint Committee on Return to Work and Accommodation, consisting of representatives from CUPE 917, CUPE 951, Human Resources, managers and facilitated by the Equity and Diversity Advisor, has been actively working since January 2014 reviewing the guidelines that were originally developed in 2001 and revised in 2005, 2007, 2014 and 2017. These guidelines are to be followed when a CUPE 917 or CUPE 951 employee requires accommodation for a disability.

These guidelines are to be viewed as a working document and therefore open to revision as necessary. Both the University and the Unions are committed to the operation of the guidelines, but recognize that they are not a part of the collective agreements. Disagreements over the process or accommodation will be referred to and ultimately resolved through the collective agreement.

The Joint Committee continues to promote an Accommodation Group consisting of the Work-Life Consultant from Human Resources, the Return to Work and Accommodation Officer from the Union to work with the appropriate management personnel, the employee, plus affected co-workers and others as appropriate, to achieve a reasonable accommodation when a request is made.

This package, which has been reviewed and updated by the Joint Committee, includes the guiding policy and collective agreement citations, the roles and responsibilities of each party in the process, a step-by-step outline of the process to be followed, as well as forms to be used as appropriate.

Forms, as well as a copy of this guideline may also be found on the Return to Work/Stay at Work section of the Human Resources website (uvic.ca/hr/services/home/return-to-work/index.php).

For more information, please contact Human Resources or your Union representative.

UNIVERSITY POLICY HR6115 –

EMPLOYMENT ACCOMMODATION – *formerly Policy 1110*

University Policy No.: HR6115

Classification: Human Resources

Approving Authority: Board of Governors

Effective Date: June/04

Supersedes: November/00

Last Editorial Change: June 2004

Mandated Review:

1. PURPOSE

The University has a legal duty to provide accommodation for both employees and job applicants with regard to matters that are governed by the BC Human Rights Code, unless it would cause undue hardship for the University to do so.

2. POLICY STATEMENT

The University will work to achieve a workplace free of barriers by providing accommodation as needed, in a manner which ensures that everyone is dealt with fairly and equitably, and respects the needs of all parties.

3. IMPLEMENTATION

3.1. Implementation of this policy will be guided by the following principles:

3.3.1. The University is committed to the principles and spirit of employment equity and the provisions of the BC Human Rights Code.

3.3.2. The process for considering requests for accommodation will be in accordance with the provisions of any Collective Agreement or Framework Agreement that is applicable to the employee. For those employees not covered by a Collective Agreement or Framework Agreement, this policy will guide the process for considering such requests.

3.3.3. All parties work together to facilitate accommodation.

3.3.4. Information is shared on a need-to-know basis while ensuring that the privacy of individuals is protected.

3.3.5. The individual is included and involved in the discussion and process.

3.3.6. Decisions are based on present conditions.

3.3.7. Every case is dealt with fairly and equitably and on an individual basis.

3.2. In the context of this policy, accommodation, subject to the limitation of causing undue hardship to the University means a measure to assist an individual, who has demonstrated a need for such a measure, in performing or fulfilling the substantive duties of a job;

3.2.1. Accommodation is based on individual circumstances and can include, but is not limited to technical aids, job redesign, workplace modification, work scheduling, evaluation timelines, employment policy and practice modification.

- 3.3. In the context of this policy, undue hardship must be decided in the circumstances of each case, but the following should be considered:
 - 3.3.1. when there is a risk to the safety of others or a substantial risk of personal injury to the employee with a disability.
 - 3.3.2. when financial cost is such that a program or service would cease to exist due to the financial burden of the accommodation, or other circumstances where it would be unreasonable to expect the University to bear the costs of accommodation.
 - 3.3.3. when accommodation alternatives would result in lowering performance substantive job requirements being unmet.
 - 3.3.4. when the accommodation would be unduly disruptive to a collective agreement or cause substantial detrimental effect on other employees.
- 3.4. When an employee with a disability is unable to perform job duties because of a disability and requires accommodation, the University will make every reasonable effort to the point of undue hardship to accommodate that employee in his or her current job.
- 3.5. When an employee seeks accommodation for a religious observance for which a day of observance is not provided by statute, the University will make every reasonable effort to the point of undue hardship to accommodate that employee.
- 3.6. Where it is not possible to accommodate the employee in his or her current job every reasonable effort to the point of undue hardship will be made to place that employee in a suitable vacant position, for which the employee is qualified, within the department prior to filling the vacancy through the normal hiring process.
- 3.7. Only when it is not possible to accommodate the employee within his or her own department, will every reasonable effort be made to place the employee in a suitable vacant position, for which the employee is qualified, elsewhere in the University.
- 3.8. Procedural guidelines will be developed by the University in consultation with applicable employee representatives as appropriate for faculty and staff to outline the process of reaching accommodation with the participation of all relevant parties.

4. ACCOUNTABILITY

- 4.1. The University has the primary responsibility to provide reasonable accommodation subject to bona fide occupational requirements and to the point of undue hardship.
- 4.2. All individuals having the authority to make or influence employment decisions have the responsibility to consider accommodation options, as appropriate, based on bona fide occupational requirements and up to the point of undue hardship.
- 4.3. Unions and the Faculty Association have the responsibility to make every reasonable effort to the point of undue hardship.
- 4.4. The employee has a responsibility to communicate at the earliest possible opportunity and in sufficient detail his or her need for accommodation, to provide appropriate documentation as necessary, and to cooperate and participate in finding a solution and implementing accommodation.

5. REVIEW

Upon approval by the Board of Governors, this Policy will be reviewed on a regular basis as established by the University Secretary or when requested by the department of Human Resources or Office of Equity & Human Rights.

CUPE 917

Excerpt from Collective Agreement

ARTICLE 33 – EMPLOYEES WITH DISABILITIES

Section A – General

- 33.01 (a) Where a regular employee is unable to perform any or all the substantive duties and responsibilities of the employee's position due to disability, the University, in consultation with the Union, will make every reasonable accommodation up to the point of undue hardship to enable the employee to continue to perform the substantive duties and responsibilities of the employee's position. Prior to making a formal request for accommodation, the employee and manager may resolve the matter at the departmental level.
- (b) It is the responsibility of the employee to establish in writing the need for accommodation and document the functional impacts of the disability.
- (c) In order to accommodate the employee, the University will, within reason up to the point of undue hardship, make any necessary modifications to buildings, structures and/or equipment, purchase special equipment, alter job duties and procedures, and provide training and/or education to enable the employee with a disability to remain employed by the University.
- (d) The employee seeking the accommodation will make every reasonable effort to cooperate in facilitating the accommodation.
- (e) The Union will make every reasonable effort to accommodate up to the point of undue hardship.
- (f) For the Return to Work Program see Article 23.14. In the event an employee is totally disabled, see Article 23.15.

Section B – Process

- 33.02 Where the employee has established the need for accommodation and is fit to work:
- (a) The University in consultation with the Union and the employee will develop an accommodation plan.
- (b) Every reasonable effort up to the point of undue hardship will be made to accommodate employees in their existing positions. Where the University is unable to accommodate an employee in their original position the University will advise the Union of this fact in writing.
- (c) For regular employees: Only where it is not possible to accommodate an employee in their existing position will vacancies be considered, first within the unit or department and where that is not possible, other vacancies in the bargaining unit or other mutually agreeable alternatives.
- (d) For regular employees: The University will make every reasonable effort, up to the point of undue hardship, to place the employee in a suitable alternate position, with all the rights and benefits of the employee's previous position. However, where a position is found that is lower in salary ranking than the employee's current position, the rate of pay will be no less than ten percent (10%) below the rate of the position from which the employee is transferred (at the

time of transfer), and will be paid at that level until the rate for the new position equals or exceeds that rate. In no case will the combined salary rate in the new position and any Workers' Compensation Board benefit be greater than the rate of the current position.

- (e) The University will maintain wages, rights and benefits for regular employees until such time as the employee is placed in a position or put on the accommodation list.

Section C – Accommodation List

- 33.03 (a) Where a suitable vacancy cannot be found within sixty (60) days of the University advising the Union in writing that the employee cannot be accommodated in their original position, the employee will be placed on the accommodation list. The University may assign duties as appropriate given the nature of the disability and/or provide training during the sixty (60) day period.
- (b) An employee will be placed on the accommodation list until an accommodation is found or until such time as it has been determined whether the employee qualifies for disability benefits through the Canada Pension Plan. Employees on the accommodation list will continue to accrue seniority and be entitled to representation and grievance rights. An employee on the accommodation list will continue on all benefits provided the employee contributes the employee share of the premium costs.
- (c) An employee on the accommodation list may opt to terminate their employment with the University and receive severance pay as per Article 17.11.

Section D – Joint Committee

- 33.04 The parties agree to a joint labour/management committee to consult extensively and make recommendations to the University regarding the development and maintenance of a consistent process which enables employees with disabilities to maintain their employment at the University.

CUPE 951

Excerpt from Collective Agreement

ARTICLE 33 – EMPLOYEES WITH DISABILITIES

Section A – General

- 33.01 (a) Where an employee is unable to perform any or all the substantive duties and responsibilities of the position due to disability, the University, in consultation with the Union, will make every reasonable accommodation up to the point of undue hardship to enable the employee to continue to perform the substantive duties and responsibilities of the employee's position. Prior to making a formal request for accommodation, the employee and manager may resolve the matter at the departmental level.
- (b) It is the responsibility of the employee to establish in writing the need for accommodation and document the functional impacts of the disability.
- (c) In order to accommodate the employee, the University will, within reason up to the point of undue hardship, make any necessary modifications to buildings, structures and/or equipment, purchase special equipment, alter job duties and procedures, and provide training and/or education to enable the employee with a disability to remain employed by the University.
- (d) The employee seeking the accommodation will make every reasonable effort to cooperate in facilitating the accommodation.
- (e) The Union will make every reasonable effort to accommodate up to the point of undue hardship.
- (f) For information regarding the Return to Work Program and the Long Term Disability Plan see Article 23, Sections D and E.

Section B – Process

- 33.02 Where the employee has established the need for accommodation and is fit to work:
- (a) The University in consultation with the Union and the employee will develop an accommodation plan.
- (b) Every reasonable effort up to the point of undue hardship will be made to accommodate employees in their existing positions. Where the University is unable to accommodate an employee in their original position the University will advise the Union of this fact in writing.
- (c) Only where it is not possible to accommodate a regular employee in their existing position will vacancies be considered, pursuant to Article 16.02 (b), first within the unit or department and where that is not possible, other vacancies in the bargaining unit or other mutually agreeable alternatives.
- (d) The University will make every reasonable effort, up to the point of undue hardship, to place the regular employee in a suitable alternate position, with all the rights and benefits of the employee's previous position. However, where a position is found that is lower in salary ranking than the employee's current position, the rate of pay will be no less than 2 Pay Bands below the rate of the position from which the employee is transferred (at the time of transfer), and

will be paid at that level until the rate for the new position equals or exceeds that rate. In no case will the combined salary rate in the new position and any Workers' Compensation Board benefit be greater than the rate of the current position.

- (e) The University will maintain wages, rights and benefits for regular employees until such time as the employee is placed in a position or put on the accommodation list.

Section C – Accommodation List for Regular Employees

- 33.03 (a) Where a suitable vacancy cannot be found within 3 months of the University advising the Union in writing that the employee cannot be accommodated in their original position, the employee will be placed on the accommodation list. The University may assign duties as appropriate given the nature of the disability and/or provide training during the 3 month period.
- (b) An employee will be placed on the accommodation list until an accommodation is found or until such time as it has been determined whether the employee qualifies for disability benefits through the Canada Pension Plan. Employees on the accommodation list will continue to accrue seniority and be entitled to representation and grievance rights. An employee on the accommodation list will continue on all benefits provided the employee contributes the employee share of the premium costs.
- (c) Should an employee elect to terminate their employment with the University within twelve months of being placed on the accommodation list, the employee will be entitled to receive severance pay under Article 17.11. Should an employee elect to terminate their employment with the University at a later date, the employee will be entitled to receive severance pay as per Article 17.12.

Section D – Joint Committee

- 33.04 The parties agree to establish a joint labour/management committee to consult extensively and make recommendations to the University regarding the development and maintenance of a consistent process which enables employees with disabilities to maintain their employment at the University.

ROLES & RESPONSIBILITIES

– OF THE INDIVIDUAL

- To communicate at the earliest possible opportunity and in sufficient detail, through appropriate channels (see definition), their need for accommodation
- To cooperate and actively participate in finding a solution and in implementing accommodation
- To provide necessary documentation as required for the initial accommodation and to support their on-going need for accommodation, as required
- To identify and communicate, through the appropriate channels, problems with the accommodation
- To perform the substantive duties of the position within the context of the accommodation
- To cooperate with third party providers (e.g. WorkSafeBC, ICBC, LTD)

– OF THE SUPERVISOR

- To work with all other parties to find and implement appropriate accommodation.
- To identify the substantive duties of the position
- To identify the physical and mental requirements of all duties within their unit
- To communicate promptly with the employee about the need for accommodation
- To follow-up and deal promptly with the request for accommodation
- To involve appropriate parties as necessary
- To identify and communicate, through the appropriate channels, problems with the accommodation
- To be fair and equitable to the employee and co-workers
- To inform co-workers and other department members on a need-to-know basis with consult of the employee
- To identify performance problems early in order to separate performance from the need to accommodate
- To maintain the integrity of the principles and the process
- To document and report on the effectiveness of the accommodation to the assigned Work-Life Consultant

– OF HUMAN RESOURCES

- To provide consultation, guidance, training and coaching in the areas of return to work, stay at work and accommodation
- To develop and implement best practices consistent with University policy and procedures, collective agreements, human rights legislation and case law
- To facilitate, negotiate and implement a variety of return to work and/or medical accommodation plans for employees with disabilities, including potential alternative positions or options, on an ongoing basis
- To manage the University's medical accommodation fund
- To communicate and liaise with stakeholders, including employees, union representatives, leaders, OHSE, third party insurance carriers (e.g. LTD, WorkSafeBC and ICBC), rehabilitation providers, physicians, lawyers and other outside professionals that might be of assistance
- To advise the assigned Work-Life Consultant of workplace injuries that may result in significant time away from work
- To track, document and maintain relevant records
- To maintain the integrity of the principles and the process
- To maintain a University-wide perspective

– OF THE UNION

- To educate their members about accommodation
- To encourage members to identify and communicate through the appropriate channels their need for accommodation
- To work with all other parties to find and implement appropriate accommodation
- To make every reasonable effort to the point of undue hardship to agree to exceptions to the collective agreement to facilitate accommodation
- To support the accommodation on an on-going basis
- To ensure all members are treated fairly and equitably
- To weigh, on balance, the rights of all its members in achieving accommodation
- To ensure the process is applied consistently
- To maintain the integrity of the principles and the process

– OF CO-WORKERS

- To attend training and information sessions about the accommodation
- To cooperate and participate, as required, in the accommodation
- To contribute ideas and constructive feedback about the accommodation
- To identify and communicate promptly to the supervisor problems with the accommodation

– OF EQUITY AND HUMAN RIGHTS

- To maintain a University-wide perspective
- To ensure that employees are being treated equitably and fairly
- To maintain the integrity of the policy and process
- To be available for consultation by all parties regarding the equity and human rights perspective

– OF SENIOR MANAGEMENT

- To support the integrity of the principles and process
- To create a supportive culture that is committed to the principles and spirit of employment equity and recognizes the value and importance of accommodation
- To ensure the necessary structure and resources are in place to support the process
- To oversee the approval and endorsement of the guidelines and work of the Joint Committee on Return to Work and Accommodation

– OF THE JOINT COMMITTEE ON RETURN TO WORK & ACCOMMODATION

- To consult extensively and make recommendations to the University regarding the development and maintenance of a consistent Return to Work and Accommodation Process which enables employees with disabilities to maintain their employment at the University
- To review guidelines on a regular, mutually agreed and as needed basis
- To take recommended changes to policy and guidelines to the University Executive Council and CUPE Executive Boards for endorsement
- To implement endorsed changes
- To develop and recommend communication and education strategies
- To ensure compatibility of the process with any collective agreements

THE ACCOMMODATION PROCESS

PROCESS	DETAILS
<p>1. When an employee requires accommodation, the employee notifies the immediate supervisor and Union RTW & Accommodation Officer as soon as possible and establishes the need for accommodation. Prior to making a formal request for accommodation, the employee and manager/supervisor may resolve the matter at the departmental level.</p>	<ul style="list-style-type: none"> a. The primary responsibility for initiating a request for accommodation rests with the employee. b. The request can result from an illness or injury, from a WorkSafe BC claim, or an ICBC or LTD claim. c. In some cases, the request may be initiated by the supervisor, HR, OHSE, or the Union. d. A WorkSafe BC case, where there is a gradual return to work or a return to work with modifications, is an Accommodation case and will follow these Accommodation procedures. e. The employee will contact the union RTW & Accommodation Officer who may participate in each step of the process as appropriate.
<p>2. The supervisor responds immediately.</p>	<ul style="list-style-type: none"> a. It is important that accommodation be effected as soon as possible so that the employee does not lose time.
<p>3. The employee and supervisor discuss how the disability is keeping the employee from performing the duties of the job and what sort of accommodation will assist the employee in meeting job requirements.</p>	<ul style="list-style-type: none"> a. The discussion around disability focuses on the functional impact. b. The discussion around accommodation focuses on enabling the employee to meet job requirements.

For more information on the Claims Management Program, please see Appendices of this manual or contact WorkSafeConsultant@uvic.ca or 250-721-6379 or visit: uvic.ca/ohse/incident/worksafe/index.php

PART I –

ACCOMMODATION IN EMPLOYEE'S CURRENT POSITION

PROCESS	DETAILS
A. IMPLEMENTING SIMPLE ACCOMMODATION WITHIN THE WORK UNIT	
<p>A simple accommodation is an accommodation for which:</p> <ul style="list-style-type: none">a. the disability is obvious, andb. is agreed on between the supervisor and the employee (plus union RTW & Accommodation Officer if involved), andc. does not adversely affect other employees, students or undertaken within the work unit, andd. can be undertaken within the work unit, ande. with little cost, andf. does not alter the substantive duties of the job, andg. enables the job to get done, andh. does not change the expected standards of performance	
A1. The employee and supervisor agree that accommodation is required and what the accommodation will be.	
A2. Co-workers need to be included in the discussion if the accommodation affects them.	<ul style="list-style-type: none">a. The privacy of the employee should be protected but partial disclosure is encouraged to get buy-in.b. If co-workers are affected, the supervisor should discuss accommodation with them. Co-workers can provide suggestions and feedback regarding the accommodation. The discussion may include the employee as well as the supervisor if the employee is comfortable with that. The explanation of accommodation, however, should not be the responsibility of the employee. Assistance may be obtained from the assigned Work-Life Consultant and the Union.c. Co-workers may offer feedback on implementing accommodation.d. It is not expected that co-workers will be unreasonably adversely affected by an accommodation.

PROCESS	DETAILS
<p>A3. The supervisor documents the accommodation in a Simple Accommodation Plan. (See <i>Simple Accommodations</i>). This is a plan the supervisor and the employee agree upon and sign. This should be done within 3 days of agreement re: accommodation.</p>	<ul style="list-style-type: none"> a. The Simple Accommodation Plan should record the request, the functional impact, the accommodation, the responsibilities of all affected parties, timeline for either ending the accommodation or reviewing it. b. If co-workers have suggested alternative accommodations, these options should be listed in the plan as having been considered. c. A Simple Accommodation Plan should be developed for WorkSafe BC, ICBC or LTD cases where there is a gradual return to work or a return to work with modifications. d. The Simple Accommodation Plan is a communication tool to ensure that all parties understand expectations and that difficulties are promptly dealt with. e. The Simple Accommodation Plan should include review time. f. Any party can ask for a review of the accommodation if there are problems.
<p>A4. Accommodation is implemented as outlined in the Simple Accommodation Plan.</p>	
<p>A5. The supervisor copies the Manager and assigned Work-Life Consultant, who will forward a copy to the Union RTW & Accommodation Officer.</p>	
<p>A6. Accommodation is reviewed on a regular basis, by the supervisor, employee and assigned Work-Life Consultant. A review may include co-workers if appropriate.</p>	<ul style="list-style-type: none"> a. The timeline for review should be set in the Simple Accommodation Plan.

B. IMPLEMENTING COMPLICATED ACCOMMODATION WITHIN THE WORK UNIT

Accommodation becomes more complicated when:

- a. the functional impact of the disability is unclear, or
- b. additional documentation is required, or
- c. accommodation cannot be effected by the appropriate supervisor, or
- d. there is a disagreement as to the appropriate accommodation, or
- e. co-workers (or other University employees, students or University programs) may be unreasonably adversely affected, or
- f. there are high costs involved, or
- g. where expected standards of performance may be affected.

<p>B1. The employee makes a formal request for accommodation using the <i>Request for Accommodation</i> form, and submits the form to the supervisor. The supervisor copies the assigned Work-Life Consultant who will forward a copy to the Union RTW & Accommodation Officer (if not already involved).</p>	<ul style="list-style-type: none"> a. The employee may wish to contact HR, their Union RTW & Accommodation Officer or the supervisor for assistance in filling out the request form. b. A WorkSafe BC, ICBC or LTD case, where there is a gradual return to work or a return to work with modifications, is an accommodation case in terms of process and will follow these accommodation procedures.
<p>B2. To work through the accommodation process involving a formal request, the supervisor contacts the assigned Work-Life Consultant who advises the Union of the Request for Accommodation. At this point, an appropriate Accommodation Group may be set up.</p>	<ul style="list-style-type: none"> a. The onus is on the supervisor to initiate and coordinate the development of the accommodation plan. b. The employee may contact the Union or the assigned Work-Life Consultant for assistance.
<p>B3. After consultation with the assigned Work-Life Consultant, documentation will be requested to determine the functional impact of the disability.</p> <p>Documentation encompasses:</p> <ul style="list-style-type: none"> ▪ Confidential information ▪ Medical information/functional impact ▪ Stability of condition or expected duration ▪ Medical recommendations for coping strategies ▪ Job information ▪ Physical demands analysis ▪ Employee’s skills & abilities including education & experience ▪ Matching of employee’s functional abilities with job tasks ▪ Input from co-workers ▪ Other available jobs 	<ul style="list-style-type: none"> a. Documentation will be requested when: <ul style="list-style-type: none"> ▪ The functional impact is unclear, or ▪ The accommodation solution is unclear, or ▪ The accommodation will have a larger impact on the work unit, or ▪ There are persistent or frequent requests for accommodation, or ▪ There appears to be a pattern of abuse. b. Documentation should be provided as quickly as possible to facilitate the accommodation. c. A second opinion may be requested if there is insufficient or conflicting information to make a decision. d. The assigned Work-Life Consultant will accept medical information from a relevant professional who is licensed or approved to practice in Canada. The normal expectation is that this will be a physician or specialist.

PROCESS	DETAILS
<p>B4. Depending on the circumstances, the supervisor, with assistance of the Accommodation Group, may determine the substantive duties of the job that must be accommodated.</p> <p>Determining Substantive Duties:</p> <p>Considering the following questions may assist in defining the substantive functions:</p> <ul style="list-style-type: none"> ▪ Why does the job exist? What is its purpose? ▪ Would removing this function fundamentally change the job? ▪ Is this function marginal or incidental to the job purpose? ▪ Is the job specialized, so that the person in the job is hired for his/her expertise to accomplish this function? ▪ Is this function actually accomplished by all current incumbents? ▪ Was this function required of past incumbents? ▪ Does the incumbent spend a substantial amount of time working on this function? ▪ Would the consequences be serious if this function was not accomplished? ▪ Are there a limited number of employees available among whom the function can be distributed? 	<ul style="list-style-type: none"> a. To determine substantive duties, it is necessary to identify the work expected and functions required to produce that work. b. Flexibility in considering the way functions can be performed is necessary and may result in alternative methods of performing the work. c. Accommodation of non-substantive duties may be accomplished by using different methods for fulfilling these functions.
<p>B5. The assigned Work-Life Consultant requests medical information & provides relevant information on the functional impact of the disability to the supervisor. In addition, a Physical Demands Analysis (PDA) and/or Functional Capability Evaluation (FCE) may be obtained to assist in determining accommodation needs. The Accommodation Group will agree on a particular service provider, generally the family physician. Confidentiality is maintained; information is shared on a need to know basis.</p>	<ul style="list-style-type: none"> a. The supervisor will prepare job description information to accompany the medical form and forward it to the assigned Work-Life Consultant. b. The assigned Work-Life Consultant provides a medical form and job description to the employee to give to the relevant medical professional. c. Documentation (as per B2) on the physical demands of the job can be obtained through a PDA of job tasks. d. A FCE assesses what the person can do and can include psychological/cognitive capability assessment. e. The supervisor must receive clear & credible information about employee's fitness for work.

PROCESS	DETAILS
<p>B6. The Accommodation Group discussing the suitable accommodation includes the supervisor and employee and all relevant parties (including co-workers as appropriate).</p>	<ul style="list-style-type: none"> a. Discussions may include next level supervisors, managers, deans, etc. b. Co-workers can be included in the consultant process to help generate accommodation options. c. Co-workers have an obligation to cooperate in the successful implementation of accommodation. d. Although third party preference or inconvenience cannot prevent the accommodation, co-workers are not to experience a substantial detrimental effect in terms of job duties or pay because of the accommodation. e. The primary aim is to accommodate in the employee's own job. Transfer to another job is an option only as a last resort when all else fails.
<p>B7. Accommodation is documented in an <i>Accommodation Plan</i> (AP), outlining responsibilities of all parties. (See <i>Appendix – Sample Forms</i>). Where the parties are unsure a proposed accommodation will work, or there are still a number of steps to be taken prior to reaching an acceptable accommodation, an interim AP should record the various responsibilities and steps and establish a review date to check progress during this transition basis. In consultation with the assigned Work-Life Consultant, the supervisor is responsible for ensuring the AP is drawn up and distributed to and signed by the appropriate parties. The appropriate director or dean signs any <i>Accommodation Plan</i> that involves substantial cost or alteration to operations or the workplace.</p>	<ul style="list-style-type: none"> a. The AP should record the request, the functional impact, the accommodation, the expectations and responsibilities of all affected parties, timeline for either ending the accommodation or reviewing it. b. An <i>Accommodation Plan</i> should be developed to accompany WorkSafe BC, ICBC or LTD plans where there is a gradual return to work or a return to work with modifications. c. The AP is a communication tool to ensure that all parties understand expectations and that difficulties are promptly dealt with. d. The members of the Accommodation Group (and others as appropriate) sign the AP. e. The AP will be reviewed and modified as necessary throughout the interim accommodation period.
<p>B8. Accommodation is implemented.</p>	
<p>B9. It is the supervisor's responsibility to initiate a review of the <i>Accommodation Plan</i> by the review date, even if things appear to be working well. The accommodation is reviewed by the Accommodation Group. A review may include co-workers if affected.</p>	<ul style="list-style-type: none"> a. The AP should include a review date. b. Any member of the Accommodation Group (including affected co-workers, or director, dean or vice-president) can ask for a review of the accommodation if there are problems.

PART II –

WHEN ACCOMMODATION IN ANOTHER POSITION IS REQUIRED

PROCESS	DETAILS
C. ACCOMMODATION IN ANOTHER POSITION WITHIN THE DEPARTMENT	
<p>C1. When the supervisor, in consultation with the director or dean and the assigned Work-Life Consultant, determines that it is not possible to accommodate the employee in his or her own position, the supervisor documents undue hardship. The documentation becomes part of the accommodation record. The supervisor notifies the union, and looks for alternative positions or other work within the department.</p>	<ul style="list-style-type: none">a. Medical documentation confirms the need for accommodation.b. The determination should be made as quickly as possible, making every reasonable effort to accommodate.c. Co-workers should be included in the discussion to the extent their positions are involved.d. An accommodation is not possible only when it would cause undue hardship, as outlined in the Policy Statement on Employment Accommodation (Policy RH6115)
<p>C2. The supervisor determines whether there is an opportunity to re-organize duties within the unit or there are suitable positions available for the employee.</p>	<ul style="list-style-type: none">a. Accommodation within the original work unit will include efforts at modifying duties, cobbling or bundling duties from various positions, removing non-substantive duties, etc. to the point of undue hardship.b. The supervisor will look not only at regular position but casual opportunities as well.c. The supervisor identifies the substantive duties (See B4) required in the position, the essential qualifications and functional abilities necessary to perform these duties, and reviews the employee's job experience, skills and any limitations.d. A Physical Demands Analysis (PDA) or Functional Capability Evaluation (FCE) may assist in obtaining this information.e. Accommodation may be required for the employee to perform the duties of a new position.
<p>C3. A job shadow or job try may, in some cases, be useful to assess the suitability of the proposed accommodation, in terms of the matching the employee's disability or qualifications. The Accommodation Group will discuss the expectations of the job to be undertaken, whether at the job try or the placement stage. The employee should receive an orientation, coaching and feedback during the job trial. The employee keeps a <i>Job Shadow/Trial Log</i> during the Shadow or Job Trial. (See sample <i>Job Shadow/Trial Log</i>). In consultation with the assigned Work-Life Consultant, the supervisor will draw up an accommodation plan to record the expectations and responsibilities of all parties during the job shadow/trial. All participants sign the <i>Accommodation Plan (AP)</i>. The Accommodation Group assesses the success of the job shadow/trial and whether further accommodations are needed for the employee to be placed in the position.</p>	<ul style="list-style-type: none">a. The AP will record the request, the functional impact, the accommodation, the expectations and responsibilities of all affected parties, process for resolving difficulties, timeline for review.b. The AP is a communication tool to ensure that everyone involved understands expectations and that difficulties are dealt with promptly.c. The AP will be reviewed and adjusted as necessary throughout the accommodation period.

PROCESS	DETAILS
<p>C4. When the employee is placed in a position, the supervisor in consultation with the assigned Work-Life Consultant, draws up the <i>Accommodation Plan (AP)</i> which outlines the responsibilities of each party and a timeline for review (See sample <i>Accommodation Plan</i>).</p> <p>The core members of the Accommodation Group (and other as appropriate – this may include supervisor from the previous & new position) sign the AP. The appropriate director or dean signs any AP which involves substantial cost or alteration to operations or the workplace.</p>	<ul style="list-style-type: none"> a. The AP will record the request, the functional impact, the accommodation, the expectations and responsibilities of all affected parties, process for resolving difficulties, timeline for review. b. The AP is a communication tool to ensure that everyone involved understands expectations and that difficulties are dealt with promptly. c. The AP will be reviewed and adjusted as necessary throughout the accommodation period.
<p>C5. The supervisor provides appropriate orientation, training, coaching and regular feedback as they should for any employee in a new position.</p>	<ul style="list-style-type: none"> a. Relevant training should be provided (e.g. for a new computer program, etc.). b. If training costs are beyond what would normally be expected for a new employee, discussions can be held with the appropriate manager, chair, director and assigned Work-Life Consultant for funding beyond the department. (This can be written into the AP). c. All employees need regular feedback, however, it is essential in accommodation cases and should be done early and frequently. d. Reference can be made to the AP and adjustments made as appropriate to resolve problems. e. The employee has a responsibility to participate and cooperate in this process. f. Notes should be kept on feedback sessions. g. The assigned Work-Life Consultant and the union can assist in resolving problems.
<p>C6. The employee, supervisor or co-workers will raise any problems as soon as possible and will work to resolve them.</p>	<ul style="list-style-type: none"> a. Reference can be made to the <i>Accommodation Plan (AP)</i> and adjustments made as appropriate to resolve problems. b. Everyone affected (e.g. co-workers) should be involved in the discussion. c. The assigned Work-Life Consultant and the union can assist in resolving problems.
<p>C7. After a successful qualifying period, the employee is confirmed in the position.</p>	
<p>C8. The <i>Accommodation Plan (AP)</i> continues with periodic review.</p>	<ul style="list-style-type: none"> a. This remains an important “temperature check” vehicle.
<p>C9. In the event the employee cannot perform successfully in the job, there will be consultations with appropriate members of the Accommodation Group to determine suitable next steps.</p>	<ul style="list-style-type: none"> a. If there are issues outside of the accommodation, there will be consultations between HR and the union. b. Nothing in this process precludes employees from exercising their rights under the collective agreement.
<p>C10. In addition to the <i>Accommodation Plan (AP)</i>, in order to formalize and finalize an accommodation in a new position, a Letter of Agreement will be signed off between the union and the University.</p>	<ul style="list-style-type: none"> a. The assigned Work-Life Consultant will draft the Letter of Agreement and forward to the union for review as per procedure.

PROCESS

DETAILS

D. ACCOMMODATION IN A POSITION OUTSIDE THE DEPARTMENT, BUT WITHIN THE DIVISION/FACULTY IN THE SAME BARGAINING UNIT.

D1. When the supervisor, in consultation with the director or dean and the assigned Work-Life Consultant, determines that it is not possible to accommodate the employee in his or her own department, the supervisor documents undue hardship. This becomes part of the accommodation record. The supervisor notifies the union. The dean/department looks for alternate positions or other work within the division/faculty

- a. Medical documentation confirms the need for accommodation.
- b. The determination should be made as quickly as possible, making every reasonable effort to accommodate.
- c. Co-workers should be included in the discussion to the extent their jobs are involved.
- d. An accommodation is not possible only when it would cause undue hardship as outlined in the *Policy Statement on Employment Accommodation* (Policy HR 6115).

D2. The dean/department determines whether there is an opportunity to re-organize duties within the area or there are suitable positions available for the employee.

- a. Accommodation will include efforts at modifying duties, cobbling or bundling duties from various positions including casual positions removing non-substantive duties, etc. to the point of undue hardship.
- b. The dean/department will look not only at regular positions but casual opportunities as well.
- c. The dean/department identifies the substantive duties (see B4) required in the position, the essential qualifications and functional abilities necessary to perform these duties, and reviews the employee's job experience, skills, and any limitations.
- d. A Physical Demands Analysis (PDA) or Functional Capability Evaluation (FCE) may assist in obtaining this information.
- e. Accommodation may be required for the employee to perform the duties of a new position.

D3. A job shadow or a job try may, in some cases, be useful to assess the suitability of the proposed accommodation, in terms of the matching the employee's disability or qualifications. The Accommodation Group will discuss the expectations of the position to be undertaken, whether at the job try or the placement stage. The employee should receive an orientation, coaching and feedback during the job trial. The employee keeps a *Job Shadow/Trial Log* during the shadow or job trial. (See *Sample Job Shadow/Trial Log*).

- a. The employee must be able to perform the substantive duties (see B4) of the position.
- b. The employee has a responsibility to try or to accept a suitable position for which he/she is qualified.
- c. The *Job Shadow/Trial Log* is filled out by the employee and indicates the various tasks, the duration and comments pertaining to his/her ability to perform these tasks.

In consultation with the assigned Work-Life Consultant, the supervisor, where the employee is placed, will draw up an *Accommodation Plan (AP)* to record the expectations and responsibilities of all parties during the Job Shadow/Trial.

All participants sign the AP. The Accommodation Group assesses the success of the job shadow/trial and whether further accommodations are needed for the employee to be placed in the position.

PROCESS	DETAILS
<p>D4. When the employee is placed in a position, the director/ dean in consultation with the assigned Work-Life Consultant, draws up the <i>Accommodation Plan (AP)</i> which outlines the responsibilities of each party and a timeline for review. (See sample <i>Accommodation Plan</i>). The core members of the Accommodation Group (and others as appropriate – this may include supervisors from the previous & new position) sign the AP.</p>	<ul style="list-style-type: none"> a. The AP will record the request, the functional impact, the accommodation, the expectations and responsibilities of all affected parties, process for resolving difficulties, timeline for review. b. The AP is a communication tool to ensure that everyone involved understands expectations and that difficulties are dealt with promptly. c. The AP will be reviewed and adjusted as necessary throughout the accommodation period.
<p>D5. The supervisor provides appropriate orientation, training, coaching and regular feedback as they should for any employee in a new position.</p>	<ul style="list-style-type: none"> a. Relevant training should be provided (e.g. for a new computer program, etc.). b. If training costs are beyond what would normally be expected for a new employee, discussions can be held with the director/dean and assigned Work-Life Consultant for funding beyond the department. (This can be written into the <i>Accommodation Plan (AP)</i>.) c. All employees need regular feedback, however, it is essential in accommodation cases and should be done early and frequently. d. Reference can be made to the AP and adjustment made as appropriate to resolve problems. e. The employee has a responsibility to participate and cooperate in this process. f. Notes should be kept on feedback sessions. g. The assigned Work-Life Consultant and the Union
<p>D6. The employee, supervisor or co-workers will raise any problems as soon as possible and will work to resolve them.</p>	<ul style="list-style-type: none"> a. Reference can be made to the <i>Accommodation Plan (AP)</i> and adjustment made as appropriate to resolve problems. b. Everyone affected (e.g. co-workers) should be involved in the discussion. c. The assigned Work-Life Consultant and the Union can assist in resolving problems.
<p>D7. After a successful qualifying period, the employee is confirmed in the job.</p>	<ul style="list-style-type: none"> a. This is an opportunity for the department and the employee to assess the suitability of the job against the medical limitations.
<p>D8. The Accommodation Plan continues with periodic review.</p>	<ul style="list-style-type: none"> a. This remains an important “temperature check” vehicle.
<p>D9. In the event the employee cannot perform successfully in the job, there will be consultations with the Dean/Director and appropriate members of the Accommodation Group to determine suitable next steps.</p>	<ul style="list-style-type: none"> a. If there are issues outside of the accommodation, there will be consultations between HR and the Union. b. Nothing in this process precludes employees from exercising their rights under their collective agreement.
<p>D10. In addition to the Accommodation Plan, in order to formalize and finalize an accommodation in a new position, a Letter of Agreement will be signed off between the Union and the University.</p>	<ul style="list-style-type: none"> a. The assigned Work-Life Consultant will draft the Letter of Agreement and forward to the Union or review as per procedure.

PROCESS	DETAILS
E. ACCOMMODATION IN A POSITION OUTSIDE THE DIVISION/FACULTY, WITHIN THE SAME BARGAINING UNIT	
<p>E1. The dean/department and the assigned Work-Life Consultant, in consultation with the Accommodation Group, confirms the need to transfer the employee to another position outside the division/faculty to achieve a suitable accommodation. The dean/department documents undue hardship.</p>	<p>a. Follow steps in Section C.</p>
<p>E2. The assigned Work-Life Consultant will identify potential suitable vacant positions for which the employee has the qualifications and functional abilities in the same bargaining unit elsewhere in the University. Once suitable positions have been identified, the Accommodation Group will review and plan the accommodation.</p>	<p>a. The assigned Work-Life Consultant checks position openings before postings are done and checks with members of the Accommodation Group or others to identify possible regular, casual or other sets of job tasks for the accommodation.</p> <p>b. The attempt is to match the employee to a position most appropriate to his or her experience and abilities, in the least disruptive accommodation.</p>
<p>Follow steps in Section C</p>	

PROCESS	DETAILS
F. ACCOMMODATION IN ANOTHER BARGAINING UNIT OR EMPLOYEE GROUP	
<p>F1. When the Accommodation Group, determines that it is not possible to accommodate the employee in his or her own bargaining unit the assigned Work-Life Consultant meets with other Union reps to consider other possibilities for positions within the employee's own department/faculty. Only if it is not possible to accommodate the employee in another position in the bargaining unit will the parties look elsewhere in the University. The Accommodation Group identifies potential areas that might be suitable for the employee. The assigned Work-Life Consultant meets with Union representatives from other areas to consider options in other bargaining units or employee groups across the University.</p>	<p>a. The decision to consider jobs outside the bargaining unit should be done with all due haste, taking into consideration all feasible options within the bargaining unit, the needs of the employee, the effect on other employees, and the least disruptive accommodation.</p> <p>b. A decision not to place the employee in another bargaining unit must meet the test of undue hardship.</p>

PROCESS	DETAILS
<p>F1. When the Accommodation Group, determines that it is not possible to accommodate the employee in his or her own bargaining unit the assigned Work-Life Consultant meets with other Union reps to consider other possibilities for positions within the employee's own department/faculty. Only if it is not possible to accommodate the employee in another position in the bargaining unit will the parties look elsewhere in the University. The Accommodation Group identifies potential areas that might be suitable for the employee. The assigned Work-Life Consultant meets with Union representatives from other areas to consider options in other bargaining units or employee groups across the University.</p>	<ul style="list-style-type: none"> a. The decision to consider jobs outside the bargaining unit should be done with all due haste, taking into consideration all feasible options within the bargaining unit, the needs of the employee, the effect on other employees, and the least disruptive accommodation. b. A decision not to place the employee in another bargaining unit must meet the test of undue hardship.
<p>F2. The assigned Work-Life Consultant will identify potential suitable vacant positions for which the employee has the qualifications and functional abilities elsewhere in the University. Once suitable positions have been identified, the Accommodation Group will review and plan the accommodation.</p>	<ul style="list-style-type: none"> a. The assigned Work-Life Consultant checks position openings before vacancies are posted and checks with members of the Accommodation Group or others to identify possible regular, casual or other sets of job tasks for the accommodation. b. The attempt is to match the employee to a position most appropriate to his or her experience and abilities, in the least disruptive accommodation.

Follow steps in Section C

PROCESS	DETAILS
<p><i>G. WHEN ACCOMMODATION IN THE UNIVERSITY IS NOT POSSIBLE</i></p>	
<p>G1. In the event it is not possible to accommodate the employee in any position within the University, the employee's status will be determined in accordance with the applicable collective agreement. The assigned Work-Life Consultant will document undue hardship for the accommodation record.</p>	<ul style="list-style-type: none"> a. The assigned Work-Life Consultant will track employees awaiting accommodation and will assess position vacancies for their suitability. b. Employees awaiting accommodation may use sick leave, vacation, lay-off or leave of absence in accordance with the employee's collective agreement.

APPENDICES

FORMS

Request for Accommodation and Contact Information	2 pages
Accommodation Plan (template) and Simple Accommodations Worksheet.....	1 page
Documenting a Simple Return to Work	1 page
Job Shadow/Trial Log	1 page
WorkSafe Claims Management Program.....	1 page

GLOSSARY

Accommodation Terms and Resources	1 page
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REQUEST FOR ACCOMMODATION



NAME _____ DEPT _____

POSITION _____

If you would like assistance in filling out the rest of this form, please contact your Union Representative, Supervisor or your assigned Work-Life Consultant in Human Resources. See reverse for contact information.

I am requesting an accommodation in my job due to a disability.

What effect does the disability have on your ability to do your job? What duties are you unable to do?

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What kind of accommodation do you think will be helpful for you?

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Are there some duties (or different duties) you think you can do? Please list:

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.....

Is the disability due to a work-related illness/injury? Yes No

Or a motor vehicle accident? Yes No

SIGNATURE _____ DATE _____

Please give this form to your Supervisor who will send a copy to the assigned Work-Life Consultant, who will forward a copy to the Union RTW/Accommodation Officer.

Supervisor Copy sent to Work-Life Consultant

Work-Life Consultant Copy sent to Union Representative

REQUEST FOR ACCOMMODATION CONTACT INFORMATION



Human Resources

Work-Life Consultant

uvic.ca/hr/services/home/return-to-work/index.php

250-721-8085

CUPE 4163 – Component 2

Return to Work & Accommodation Officer cupe4163.ca/

250-472-4778 or 250-853-3863

CUPE 917

Return to Work & Accommodation Officer 917.cupe.ca/

250-472-4105

CUPE 951

Return to Work & Accommodation Officer 951.cupe.ca/

250-853-3658

cupe951@uvic.ca

Professional Employees Association

Staff Officer uvic.ca/uvicpea/

250-385-8791

Faculty Association

uvicfa.ca

250-721-7939

Occupational Health, Safety and Environment

ohs.uvic.ca/

250-721-8971

Equity and Human Rights

uvic.ca/eqhr/

250-721-8488

ACCOMMODATION PLAN



DEPT/WORK UNIT _____ DATE _____

EMPLOYEE _____ POSITION _____

SUPERVISOR _____

FUNCTIONAL IMPACT

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CURRENT SITUATION

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ACCOMMODATION MEASURES

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REVIEW DATE _____

- Any of the parties may request a meeting at any time to further discuss the Accommodation Plan.
- This agreement is made without prejudice to either party's interpretation of the Collective Agreement and will not form precedent in any other situation.

SIGNATURES:

Employee Name _____ Supervisor (name and department/work unit) _____

Human Resources Representative (name) _____ RTW & Accommodation Officer (name) _____

Copy of signed plan circulated to all parties on: _____

SIMPLE ACCOMMODATIONS



This resource has been provided to assist employees and their supervisors in developing, documenting and monitoring a simple accommodation.

An accommodation means a measure to assist an individual, who has demonstrated a need for such a measure, in performing or fulfilling the substantive duties of a job. Accommodation is based on individual circumstances and can include, but is not limited to technical aids, job redesign, workplace modification, work scheduling, evaluation timelines, employment policy and practice modification.

(University of Victoria, Policy HR6115, Employment Accommodation)

The **intent of a simple accommodation** is to either assist the employee to:

- stay at work, or
- return to work.

A **simple accommodation** is one for which all of the following are true:

- the disability is obvious, and
- the accommodation is agreed on between the supervisor and the employee (and if involved the assigned Work-Life Consultant from Human Resources and the union RTW/Accommodation Officer), and
- does not adversely affect other employees, students or University programs, and
- can be undertaken within the work unit, and
- with little cost, and
- does not alter the substantive duties of the job, and
- enables the job to get done, and
- does not change the expected standards of performance.

(Employment Accommodation Guidelines for Employees with a Disability in CUPE 917 and CUPE 951)

Key resources:

- Human Resources
 - Return to Work – Stay at Work (uvic.ca/hr/services/home/return-to-work/index.php)
 - Occupational Health, Safety and Environment (uvic.ca/hr/services/home/occ-health/index.php)
 - Compensation and Benefits (uvic.ca/hr/services/home/compensation/index.php)
- University of Victoria, Policy HR6115, Employment Accommodation (uvic.ca/universitysecretary/assets/docs/policies/HR6115_1110_.pdf)
- Equity and Human Rights (web.uvic.ca/eqhr/)
- OPTUM, Employee and Family Assistance Program (ca.ppcworldwide.com/)
- Employment Accommodation Guidelines for Employees with a Disability in CUPE 917 and CUPE 951 (uvic.ca/hr/assets/docs/rtw/CUPE951and917employaccomwblks.pdf)
- CUPE 917 Collective Agreement, Articles 18.10 and 33 (uvic.ca/hr/assets/docs/labourrelations/collectiveagreements/917CA.pdf)
- CUPE 951 Collective Agreement, Articles 18.10 and 33 (cupe951.ca/collective-agreement)

WORKSAFE CLAIMS MANAGEMENT PROGRAM

PROCESS	DETAILS
<p>1. When an occupational injury occurs the University is committed to the reintegration of employees, in a fair and consistent manner, as soon as is reasonably possible. To achieve this the Claims Management Program will work with the employee, their health care provider, their WorkSafeBC case manager and their department to create a planned approach to support the employee to Remain or Return to Work (RTW).</p>	<p>a. Upon receiving notification of your time-loss injury, your manager or department may provide you with one or more of the following forms to facilitate the Remain at Work or Return to Work planning:</p> <ul style="list-style-type: none"> ▪ Functional Capacity Form (FCF) ▪ Employee offer of appropriate modified or transitional duties ▪ A list of Preferred Network Providers (PNP) which you may attend to receive medical treatment and rehabilitation services. ▪ Job Demands Analysis (completed by department) ▪ Union representatives contact sheet
<p>2. The employee’s manager and the WorkSafe Consultant (WSC) will be in regular contact with the employee throughout their recovery and the Remain or Return to Work (RTW) process.</p>	<p>b. For more complex claims a customized RTW plan may be created to allow the employee to safely and sustainably return to their position. Their RTW plan and progress will be reviewed regularly by all parties; the employee, their union representatives, their department and the WSC, to ensure that their health is improving and the employee are able to perform their assigned duties.</p> <p>c. Throughout the employee’s RTW additional medical information may be needed to ensure the most up to date information on their abilities is identified and incorporated into the RTW plan.</p>

For more information on the Claims Management Program, please contact: WorkSafeConsultant@uvic.ca or 250-721-6379 or visit: uvic.ca/ohse/incident/worksafe/index.php

GLOSSARY

Accommodation Group:

Consists of core members: Work-Life Consultant, Return to Work and Accommodation Officer (Union), supervisor, employee; plus coworkers, Occupational Health, Safety and Environment, rehabilitation specialist or other as appropriate.

Equity and Human Rights (EQHR)

Equity and Human Rights office at the University of Victoria with a mandate to promote human rights, equity and fairness in both the work and study environments.

Functional Capacity Evaluation (FCE)

Assessment of what a person can do and can include psychological/mental capability assessment.

Job Shadow

An opportunity to observe the job tasks in order to assess the suitability of the proposed accommodation.

Job Trial/Try

An opportunity to engage in job tasks in order to assess the suitability of the proposed accommodation.

Long Term Disability (LTD)

An employee benefit that provides a monthly income for employees who become totally disabled due to accident or sickness and are unable to work.

Occupational Health, Safety and Environment (OHSE)

Office of Occupational Health, Safety and Environment at the University of Victoria with a mandate to provide information, training, interpretation of regulations, legislation and standards.

Occupational Therapist (OT)

A health professional concerned with promoting health and well-being through occupation. OTs may be involved in assessment, intervention and evaluation of the client related to occupational performance.

Physiotherapist (PT)

A health professional who provides assessment, treatment and education to treat problems with your muscles, bones and joints, circulatory, respiratory or nervous system.

Physical Demands Analysis (PDA)

Assessment of the physical requirements of the job tasks.

Return to Work and Accommodation Officer (RTWA Officer)

The Union representative who is responsible for Return to Work and Accommodation issues.

Substantive Duties

Noted in Policy HR 6115 – Employment Accommodation and determined in each case using the questions noted in Section B4.

Supervisor

The term supervisor is used generically to mean someone in a supervisory capacity. Depending on the circumstances, it may mean Supervisor, Manager, Director, Chair or other.

Undue Hardship

Noted in Policy HR6115 – Employment Accommodation and determined in each case.

Work-Life Consultant

The person in Human Resources who is responsible for assisting with Return to Work and Accommodation issues for a designated portfolio.

WorkSafe BC

Formerly the Workers' Compensation Board (WCB) providing return-to-work rehabilitation, compensation, health care benefits, injury prevention education, compliance monitoring and other services.

