

Letter of Understanding

Between

Carleton University (the “University”)

And

Carleton University Academic Staff Association (the “Association”)

Re Medical Accommodation Protocols

Whereas the Parties are desirous of a more expeditious process to resolve medical accommodation disputes, the Parties agree as follows:

1. In the event that the University is not satisfied with the medical documentation provided by an employee seeking accommodation, the University will ask the employee to have their treating physician complete an updated Medical Information and Functional Abilities Form (Attachment A). For the purposes of this LOU, a “treating physician” may include other medical professionals such as, but is not limited to, a nurse practitioner or physiotherapist.
2. In the event the University is not satisfied that there is an objective medical basis to support the requested accommodation after receipt of the updated Medical Information and Functional Abilities Form, it may request that the employee consent that their treating physician speak to a physician retained by the University for the limited purposes of the University attempting to satisfy itself that there is an objective medical basis for the accommodation requested. Employees shall have the right to decline consent. (Attachment B).
3. If an employee provides consent, the University’s physician may initiate contact with the treating physician. The University’s physician will only communicate to the University whether they agree with the treating physician, and/or the rationale for why they do not believe there is an objective medical basis to support the treating physician’s conclusions regarding the employee’s restrictions. The University physician will only communicate to the University the nature of the underlying condition and the medical restrictions of the employee. The University further agrees that its physician will restrict their questions and discussion to that which is only relevant for the workplace accommodation. Any costs associated with the telephone discussion agreed to in this item shall be at the University’s expense.
4. If after the two physicians have consulted, the University continues to not be satisfied that there is an objective medical basis for the accommodation requested, it shall provide a letter to the employee with a copy to the Association

indicating the rationale for why the University believes that there is not objective medical evidence supporting the requested medical accommodation.

5. If the Association disputes the University's conclusion, the matter may proceed directly to step 2 of the grievance procedure. Nothing in this agreement shall be construed as infringing on the Association's rights and privileges to fairly represent an employee during the course of an accommodation process. It is also understood that nothing in this Letter of Understanding precludes the University from updating or amending the forms (Attachment A) subject to the Association's right to grieve such changes pursuant to the collective agreement.
6. The parties acknowledge that there is mutual obligation to act promptly in raising information requests and in responding to such requests
7. Arbitrator Picher shall remain seized regarding any issue arising from this Memorandum of Agreement.

For Carleton University

For Carleton University Academic Staff Association

Amarie Dyke

Janet Klover

Deputy Provost

Martha Attridge Bufton

Oct 21/19
Date

Oct. 22, 2019
Date

[Signature]