

**ACCOMMODATION POLICY FOR EMPLOYEES**

<b>Policy Name:</b> Accommodation Policy for Employees	<b>Responsible Owner:</b> Associate Vice President, Human Resources	<b>Created:</b> 2018 Apr
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**A. PURPOSE**

Douglas College (the College) is committed to providing an equitable, accessible work environment that promotes fairness, inclusion and diversity and supports the workforce participation of Employees and prospective Employees facing employment-related barriers created by a characteristic protected under the *BC Human Rights Code*. This policy articulates the College’s commitment to accommodating Employees and prospective Employees who face such barriers and outlines key principles that guide accommodation-related decisions.

**B. SCOPE**

This policy applies to all Douglas College Employees and prospective Employees during an application and hiring process.

**C. DEFINITIONS**

**Applicant:** A College Employee or prospective Employee who applies for medical or non-medical accommodation.

**Disability:** An inability to participate fully and equally in society as a result of the interaction of an impairment and a barrier; impairments may be physical, sensory, mental, intellectual or cognitive, whether permanent, temporary or episodic.

**Employee:** A person employed by the College, including administrators, faculty and staff members, and students when employed by the College (e.g., as student assistants or peer tutors).

**Essential Job Functions:** The fundamental or substantive duties, tasks and/or responsibilities central to a particular job, the fulfilment of which is required for an Employee to perform the job successfully and effectively.

**Workplace Injury:** An injury, whether temporary or permanent, that an Employee sustains on the job while performing tasks related to their job or during work-related activities.

#### D. POLICY STATEMENTS

1. Except with a bona fide and reasonable justification, Douglas College will not deny accommodation to Employees or prospective Employees with Disabilities, as defined in the *Accessible BC Act*; to Employees who have sustained a Workplace Injury, as defined in the *Workers Compensation Act*; or to those whose participation in the workforce is otherwise affected by employment-related barriers created by a characteristic protected under the *BC Human Rights Code*.
2. The College acknowledges that Employees and prospective Employees are entitled to reasonable accommodation of their Disability or Workplace Injury and will accommodate such Employees and prospective Employees unless doing so would result in undue hardship.
3. Reasonable accommodations will be based on individual circumstances and may include but will not be limited to such measures as job redesign, workstation modification, changes in hours or days of work, employment policy or practice modifications, the provision of technical aids or job transfer to a suitable job vacancy for which an Employee is qualified.
4. Medical accommodations will be considered where employment-related barriers are created by a Disability or Workplace Injury. To be considered for medical accommodation, an Employee or a prospective Employee must provide the College with suitable medical information that establishes the existence of a Disability or Workplace Injury and supports the need for accommodation. The medical information required will depend on the individual circumstances and must enable the College to determine the specific job accommodations that are medically required because of the Applicant's Disability or Workplace Injury. The medical information may be subject to periodic review.
5. Non-medical accommodations will be considered where employment-related barriers are created by other characteristics protected by the *BC Human Rights Code* (i.e., Indigeneity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, sex, sexual orientation, gender identity or expression, age (defined as age 19 or older) or criminal conviction unrelated to the person's employment). To be considered for non-medical accommodation, an Employee or a prospective Employee must provide the College with documentation and information to support the need for accommodation. The information required by the College will depend on the individual circumstances and may be subject to periodic review.

6. An Applicant who requests accommodation must be able to perform the Essential Job Functions of their job.
7. Successful accommodation relies upon collaboration and co-operation among the Applicant, the applicable manager(s), the Employee's union (if applicable) and Human Resources. All parties are expected to participate in the search for a reasonable accommodation.
8. The College is not able to accommodate an Applicant if the accommodation would cause undue hardship. The existence of undue hardship will depend on the individual circumstances. Relevant factors may include but are not limited to the following:
  - a. Whether there is a risk to the safety of the Applicant or others;
  - b. The financial cost of the accommodation;
  - c. Whether the proposed accommodation would result in lowering material performance standards, or in Essential Job Functions not being fulfilled; or
  - d. Whether the accommodation would be unduly disruptive to the work environment or have a significant adverse impact on the rights or morale of other Employees.
9. For Workplace Injury accommodations, the College has the duty to co-operate with an injured Employee and WorkSafeBC in facilitating the Employee's early and safe return to work.
10. When an accommodation involves a transfer to a different (alternative) position, the Employee will be paid the wage rate for the alternative position.
11. The duty to accommodate does not require the College to satisfy demands that are unreasonable, create a job where none exists, displace another Employee, assign "make work" duties that are not of tangible benefit to the College, or place Applicants in jobs for which they are not qualified or in jobs that they cannot perform safely and productively.
12. Requests for accommodation will be denied by the College in the following circumstances:
  - a. The request is not linked to a Disability, a Workplace Injury or a characteristic protected by the *BC Human Rights Code*;
  - b. There is insufficient evidence to support the request;
  - c. The Applicant has failed to co-operate in the accommodation process, or has refused a reasonable accommodation proposed by the College; or
  - d. The requested accommodation would cause the College undue hardship.
13. Any technical aids, adaptive equipment, furniture or other property purchased for an accommodation is the property of the College.

## **E. PROCEDURES**

All documentation supporting a request for medical accommodation should be referred to the College's Disability Management team at [disabilitymanagement@douglascollege.ca](mailto:disabilitymanagement@douglascollege.ca)

Requests for non-medical accommodation should be referred to the Applicant's Human Resources Partner.

#### **F. SUPPORTING FORMS, DOCUMENTS, WEBSITES, RELATED POLICIES**

The following related document is available to College Employees through *DC Connect Self-Service*:

- *Medical Accommodation – A Guide for Employees*

#### **G. RELATED ACTS AND REGULATIONS**

The following related legislation is available on the Government of BC Laws website:

- *Accessible BC Act* [SBC 2021], c. 19
- *BC Human Rights Code* [RSBC 1996], c. 210
- *Workers Compensation Act* [RSBC 2019], c. 1

#### **H. RELATED COLLECTIVE AGREEMENTS**

Current Collective Agreements are publicly available on the website of the BC Post-Secondary Employers' Association (PSEA).

- *Collective Agreement between Douglas College and the BC General Employees' Union (BCGEU)*
- *Collective Agreement between Douglas College and Douglas College Faculty Association (DCFA)*