

	Abbotsford Police Department Policy	
	Administration	Administration
	I.B.180	Accommodation

POLICY

GENERAL RESPONSIBILITIES

- (1) Accommodation is a shared responsibility that requires the participation of and cooperation and collaboration between, AbbyPD, the Employee and the union (if applicable). All parties are expected to participate reasonably in the search for appropriate accommodation.

EMPLOYER RESPONSIBILITIES

- (2) As an employer, AbbyPD has a responsibility to:
 - (a) provide an accommodation process;
 - (b) consider and assess all accommodation requests on an individual and case-by-case basis, and in a reasonably timely and responsive manner;
 - (c) provide reasonable accommodation to Employees whose participation in the workforce is impacted by an employment-related barrier connected to a Protected Ground under the *Code*, unless doing so would result in undue hardship;
 - (d) respect the privacy of the Employee(s) and all other individuals associated with the accommodation request and to maintain confidentiality of all information connected to the accommodation request; and
 - (e) share information with only those individuals as necessary in assisting with the request for accommodation, inclusive of assessment and implementation of requests for accommodation or to fulfill any legal or statutory obligation.
- (3) The duty to accommodate does not require AbbyPD to satisfy demands that are unreasonable, create tasks, duties or positions where none exists, displace another Employee, assign duties that are not of a tangible benefit to AbbyPD, or

place an Employee in a job for which they are not qualified, or that they cannot perform safely and productively.

- (4) Requests for accommodation will be denied by AbbyPD where:
 - (a) the request is not linked to a characteristic protected by the *Code*;
 - (b) there is insufficient evidence to support the request;
 - (c) the applicant has failed to cooperate in the accommodation process, or has refused a reasonable accommodation proposed by AbbyPD; or
 - (d) the requested accommodation would cause AbbyPD undue hardship.
- (5) Any technical aids, adaptive equipment, furniture or other property purchased for accommodation is the property of AbbyPD.
- (6) Accommodations will be based on individual circumstances, and may include but will not be limited to taking reasonable measures such as task adjustment, workstation modification, changes in hours or days of work, employment policy or practice modifications, the provision of technical aids, job transfer to a suitable job vacancy for which an employee is qualified, etc.
- (7) Medical accommodation will be considered where employment-related barriers are created by a physical or mental disability. An Employee who wishes to be considered for disability-related accommodation must provide AbbyPD with suitable medical information which establishes the existence of a disability and supports the requirement for accommodation. The medical information required by AbbyPD will depend on individual circumstances, but it must enable AbbyPD to determine the specific job accommodations that are medically required because of the Employee's disability.
- (8) Non-medical accommodation will be considered where employment-related barriers are created by other Protected Grounds (i.e., sex, race, colour, ancestry, Indigenous identity, place of origin, political belief, religion, marital status, family status, sexual orientation, gender identity or expression, age (defined as age 19 or older), or criminal conviction which is unrelated to the person's employment). An Employee who wishes to be considered for non-medical accommodation will be required to provide documentation and information to AbbyPD to support the need for the accommodation. The information required by AbbyPD will depend on the individual circumstances, but it must include detailed documentation and provide sufficient information for AbbyPD to support the need for accommodation.

- (9) AbbyPD 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 Employee or others;
 - (b) the financial cost of the accommodation;
 - (c) whether the proposed accommodation would result in lowering material performance standards, or in substantive job requirements not being met; 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.

EMPLOYEE RESPONSIBILITIES

- (10) Employees seeking accommodations have a responsibility to:
- (a) advise of their need for accommodation in a reasonably timely manner;
 - (b) provide the appropriate documentation and information to assist AbbyPD in establishing and implementing accommodation on an ongoing basis, as required, in a reasonably timely and responsive manner;
 - (c) meet any accommodation-related obligations set out in any applicable collective agreement; and
 - (d) participate in the accommodation process and work cooperatively with AbbyPD, with the goal of developing and implementing a reasonable accommodation.
- (11) Where consistent with any applicable collective agreement, current Employees may engage the applicable union at any point in the accommodation process, including initiating the request.
- (12) An Employee who requests accommodation must be able to perform the essential and bona fide occupational requirements of the job. If the accommodation involves a transfer to a different position, the Employee will be paid the wage rate for that position. Pay will be issued in alignment with the prescribed accommodation recommendations, including hours worked and collective agreements where they apply.

UNION RESPONSIBILITIES

- (13) The applicable union has a responsibility to:

- (a) help educate their members about matters relating to accommodations;
- (b) encourage their members to identify and communicate the need for an accommodation;
- (c) collaborate with all parties and participate reasonably in the accommodation process;
- (d) support their members in the accommodation process;
- (e) respect privacy and maintain confidentiality; and
- (f) meet any accommodation-related obligations set out in the applicable collective agreement.

COLLECTIVE AGREEMENT

- (14) Nothing in this Policy is intended to interfere with the collective agreements that are applicable to Employees. If there is any inconsistency between this Policy and any collective agreement provision, the collective agreement will prevail to the extent of the inconsistency.

PRIVACY

- (15) Medical reports and other accommodation information received by AbbyPD will be treated as private and confidential and will only be shared with those individuals as necessary in assisting with the request for accommodation.

Approved by the Police Board on February 19, 2025.