

SIDE LETTER OF AGREEMENT
BETWEEN THE UNIVERSITY OF VERMONT
AND
THE UNIVERSITY OF VERMONT STAFF UNITED

The University and the Union enter into the following side letter to the Collective Bargaining Agreement between UVM and UVM Staff United dated May 20, 2022 to June 20, 2024, regarding light duty assignments for UVM Staff United unit members.

WHEREAS, the Collective Bargaining Agreement between UVM and UVM Staff United does not contain a provision for Light Duty Agreements; and

WHEREAS, allowing light duty assignments is to the mutual benefit of UVM and UVM Staff United:

NOW THEREFORE, UVM Staff United and the University hereby agree that:

1. The University may, at the request of the employee or supervisor, in its discretion and taking into account the employee's medical prognosis, budgetary consideration, operational needs of the department, and the employee's length of service at the University, establish a temporary modified work program for individual employees out on a Workers' Compensation or non-work-related medical leave designed to provide a temporary work assignment where employees are unable to perform their normal work. The University shall exercise its discretion under this MOA in a reasonable manner. The University will provide notice to the union when it enters into a light duty agreement with one of its members.
2. With appropriate medical documentation, regarding the need to work in a limited capacity, an employee may be approved light duty assignment for a period of up to five (5) months in a rolling twelve-month period beginning when the light duty assignment is first made. Light duty assignments may be continued for a greater amount of time with appropriate medical documentation and subsequent approval by the employee's supervisor and/or department. In making its decision, the University recognizes its obligation to provide individualized consideration to any individual affected, and will take into account the employee's continuing medical prognosis, budgetary considerations, the operational needs of the department, and the employee's length of service at the University. If after taking into account the considerations just recited, the University decides it can no longer continue the light duty assignment, the University shall give 30 days' written notice to the employee and the Union of the University's intention to end the light duty assignment. The Union shall have the right to meet and confer with the University and to propose alternatives to ending the light duty assignment. Such proposals shall be considered in good faith by the University.
3. While working under temporary or modified conditions (light duty) employees will accrue all employee benefits to which they would be entitled in their regular position.
4. If an employee on a Workers' Compensation injury or illness fails to accept a modified work assignment which has been deemed acceptable in light of the employee's

restrictions by a treating physician, that employee may compromise continuance of Workers' Compensation payments.

This side letter shall remain in effect through June 30, 2024.

The Parties' signatures below signify that the terms of this agreement are acceptable.



For the University

8/28/23
Date



For UVM Staff United

8/25/2023
Date