

SIDE LETTER OF AGREEMENT
Between
THE UNIVERSITY OF VERMONT
And
UNIVERSITY OF VERMONT STAFF UNITED

WHEREAS, UVM's interpretation of the Collective Bargaining Agreement between the parties has heretofore been that the complexity of the jobs performed by employees represented by UVMSU may not be considered in setting rates of pay within specific job classifications; AND

WHEREAS, UVMSU's interpretation of the Collective Bargaining Agreement between the parties has heretofore been that the complexity of the jobs performed by employees represented by UVMSU may be considered in setting rates of pay within specific job classifications; AND

WHEREAS, the parties agree that from the date of this Side Letter of Agreement going forward, the complexity of UVMSU-represented employees' jobs should be evaluated both at the time of hire into a UVMSU position and at the time that an existing UVMSU-represented employee's job becomes more complex; AND

WHEREAS, the parties agree that from the date of this Side Letter of Agreement going forward, more complex job duties may warrant a higher rate of pay both at the time of entry into a UVMSU-represented position and in response to a change in the job complexity of a current UVMSU-represented employee;

NOW THEREFORE the parties agree as follows:

1. The heading of Art. 23 will be amended to read, "Classification, Reclassification, and Equity Adjustments."
2. Art. 23.3 will be amended to read, "Human Resources (HR) shall review the proposal and request additional information or evidence if needed to make a determination, and shall communicate a final decision in writing to the head of the employee's college or division or designee. A denial shall include specific details. The head of college or division or designee shall provide this information to the employee and the Union. The University shall not unreasonably deny proposed job description changes, requests for off-cycle pay increases in response to increased job complexity within the employee's classification, or reclassifications that are submitted by the unit to HR."
3. Art. 23.6 shall be amended to read, "[P]roposals for reclassification or an off-cycle pay increase to reflect increased job complexity will be approved or denied as soon as possible, but no later than two months after they are submitted to Classification and Compensation by a college or business unit or designee. Reclassification and off-cycle increase proposals that are approved shall be effective retroactive to the date they were submitted by the department head or designee."

4. Art. 23.9.b will be amended to read, “[i]f a new hire is brought in at a higher rate of pay than one or more current employees in the same job standard and department to perform work at the same or lower level of complexity, and the new employee has the same or fewer years and level of experience, the existing employee(s) shall be placed at least the same rate as the new employee. The University and the Union shall review the salaries of existing employee(s) to ensure internal equity and mitigate compression that arises from the hire.”
5. Art. 23.9.c will be combined with the language from 23.10 and amended to read, “The Union may bring a pay equity issue affecting one or more employees to the attention of the University’s contract administrator. In such situations, the Union and the University may agree to a review and adjust the salaries of affected employees. If the parties cannot agree, then the University will continue to follow the provisions of this Agreement, and the inability of the parties to resolve the matter under this section 23.9.c will not be grievable.”
6. Article 23.10 will be deleted.

Chris Lehman

For the University

1/10/2024

Date

[Signature]

For UVM Staff United

1/11/2024

Date