

ARTICLE 24: TEMPORARY/LIMITED DUTY

The Employer recognizes that it has a legal obligation to provide injured and disabled employees with all rights to which they are entitled under state and federal law, including, but not limited to, the Worker's Compensation Act and the Americans with Disabilities Act. Notwithstanding such legal obligations, the Employer agrees to provide, solely at its discretion, temporary, limited, modified or light duty assignments, not otherwise required by law, to employees who are medically restricted from fully performing the essential assigned functions of their positions.

Temporary/limited duty assignments shall not normally exceed six (6) months.

During the first ninety-(90) working days of such assignment, the Employee shall be compensated at his/her regular rate of pay. Thereafter, the Employer, at its discretion may offer, and the Employee at his/her option may accept, one of the following:

A. Continue a limited, modified or light duty assignment compensated at the top step rate for the Security Officer classification if the employee is a Protective Service Officer and the lowest pay rate for the Security Officer classification if the employee is a Security Officer.

B. Accept disability benefits, including disability retirement, to which the Employee would otherwise be entitled.

Those employees who are offered but do not accept a limited, modified or light duty assignment pursuant to this Article, shall within 60 days of the last day worked on limited, modified or light duty, either locate other employment within the Laboratory or face medical separation.

Seniority and all other benefits shall continue to accrue for all employees who accept a limited, modified or light duty assignment at the rate indicated above.