

**University of Massachusetts Lowell
and
Massachusetts Society of Professors, MTA/NEA**

Memorandum of Understanding

This **Memorandum of Understanding** is entered into by and between the University of Massachusetts Lowell ("University"), and the Massachusetts Society of Professors ("Union"), collectively the ("Parties").

WHEREAS, the sick leave bank governed under Article XX, Sect. A(1)(e), which is attached to this agreement for reference, is alleged by the University to be in a deficit; and

WHEREAS, there are current members of the sick leave bank with pending requests to utilize the sick leave bank starting in the Fall Semester of 2022; and

WHEREAS, the Parties have been engaged in discussions over the status of the sick leave bank and the rectification of the deficient; and

WHEREAS, the Parties desire to promote harmonious labor relations and to address in an amicable manner any and all issues concerning the current status of the sick leave bank on mutually satisfactory terms;

THEREFORE, in consideration of mutual covenants and promises herein, the Parties agree to the following terms and conditions that will govern the administration of the sick leave bank for the fall 2022 academic semester:


1. Upon execution of this agreement, the University shall solicit one (1) sick leave day from all members of the Sick Leave Bank.
2. Sick leave days contributed in accordance with paragraph 1 above shall be applied to approved sick leave bank requests commencing with the Fall 2022 semester.
3. In accordance with Article XX, Sect. A(1)(e), if the accumulation of sick leave days in the Sick Leave Bank contributed pursuant to paragraph 1 above falls below fifty (50) days, the University shall notify members of the Sick Leave Bank that in order to continue to remain a member of the Sick Leave Bank they must contribute one (1) sick leave day to the Sick Leave Bank, and so on and so forth each time the accumulation of sick leave days in the Sick Leave Bank falls below fifty (50) days.
4. In compliance with Article XX, Sect. A(1)(e), eligible members of the Sick Leave Bank may draw upon the Sick Leave Bank five (5) days after the exhaustion of their accumulated paid leave and are entitled to accumulate personal sick leave in accordance with the provisions of the collective bargaining agreement except that the amount of such sick leave shall accrue in its full amount to the Sick Leave Bank, not to the bargaining unit member.

5. The current Sick Leave Bank deficit shall be set aside and remain unresolved while the Parties continue to engage over resolution of this matter.
6. In compliance with Article XX, Section A(1)(e), the University shall provide to the MSP President an annual report of the number of Sick Leave Bank days used by each member of the Sick Leave Bank during the previous year and the number of days remaining in the sick leave bank.
7. The Parties reserve any and all rights afforded under the collective bargaining agreement and state and federal law, including but not limited to, the Union's right to file a grievance alleging a violation of reporting obligations pursuant to paragraph 6 above.
8. The provisions of this agreement are non-precedent setting and shall not be used by any Party at any time for any purpose in any forum except to the extent necessary to enforce its terms.

Agreed this 25th day of May 2022.

DocuSigned by:
For the University:
William Storella
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William Storella

DocuSigned by:
For the MSP:

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Carol McDonough