

**MEMORANDUM OF AGREEMENT
ON
PAID LEAVE BANK**

Pursuant to the parties' negotiated Memorandum of Agreement to Address Financial Emergency 2022-2-23, paragraph #1. d., provides that the parties establish and negotiate over the terms of a Paid Leave Bank no later than November 30, 2022. Therefore, the parties agree to the following terms:

1. Effective July 1, 2023, each employee's Paid Leave Bank (PLB) shall be credited with paid leave as follows:

- a. Employees who were required to take 5 furlough days during Academic Year 22-23 will be credited with three (3) PLB days;
- b. Employees who were required to take 10 furlough days during Academic Year 22-23 will be credited with four (4) PLB days; and
- c. Employees who were required to take 12-15 furlough days during Academic Year 22-23 will be credited with five (5) PLB days;

2. For unit members who do not accrue paid vacation leave, the PLB shall be used in the same manner as paid sick leave credit. For unit members who accrue vacation leave credit, the PLB days shall be used in the same manner as vacation leave.


3. At the time an AFT unit member who retains PLB days retires, resigns, or is otherwise separated from the University, either voluntarily or involuntarily, any unused days in the employee's PLB will be paid upon such separation. Employees who die while in State service shall have the balance of their PLB paid to their estate.

4. PLB days shall only be credited for furlough days for which a unit member did not receive unemployment benefits. The member must present a notice of denial of unemployment benefits to Human Resources to be eligible for PLB days and have exhausted all rights of appeal. Members who fail to present the requisite proof of denial of unemployment and exhaustion of rights to appeal shall have any PLB days credited pursuant to this agreement de-accrued from their PLB bank.

4. The parties agree that this Memorandum of Agreement shall not constitute a precedent and shall not be cited in any other proceeding except to enforce the provisions herein.


5. This Memorandum of Agreement shall not serve to amend, modify or change the existing terms of the Collective Negotiated Agreement between the parties.

For the University:



Andrés Acebo
EVP and University Counsel
Date: 12/13/2022

For the Union:



Barbara Hildner, President Local 1839
Date: 12-14-22

Alicia Franqui
Alicia Franqui
AVP, Human Resources

William Calathes

William Calathes, Chief Negotiator
Date: 12-14-22

On behalf of the Council, AFT:

Debra L. Davis

Debra L. Davis, Sr. Staff Representative
Date: 12-14-22