

MEMORANDUM OF UNDERSTANDING
UNM Administration and UA-UNM
for Bargaining Unit 1
Spring 2021

The parties to this Memorandum of Understanding, the Administration of the University of New Mexico (hereinafter the “Administration”) and United Academics of the University of New Mexico (hereinafter “UA-UNM” or “Union”), agree to the following for Unit 1, subject to the State of New Mexico, the Centers for Disease Control and Prevention, and other regulatory entities’ orders and requirements:

1. The parties will continue to follow health protocols consistent with the State of New Mexico, the Centers for Disease Control and Prevention, and other regulatory entities’ orders and requirements for the containment and prevention of COVID-19. The Administration will continue to communicate in writing with the Union regarding adopted protocols and policies found within *Bringing Back the Pack* (<https://bringbackthepack.unm.edu>).
2. Any discontinuation of a COVID protocol or policy must be done so in writing to the Union with at least seven (7) calendar days’ notice as a result of a change to orders and/or requirements allowing Administration to ease up on protocols and policies.
3. All bargaining unit members are required to bring a mask when coming onto campus. All bargaining unit members are required to wear a mask in public/shared spaces on campus. Bargaining unit members may use a reusable cloth mask of at least two layers, a disposable surgical mask that has not been used before, a face shield in conjunction with a mask, or PPE as described by the CDC guidelines. The Administration will provide each bargaining unit member a reusable mask at no cost. Masks will be made available in the bargaining unit member’s Department/Program/Center/Institute Office. If a mask is forgotten, a disposable mask will be provided to the bargaining unit member at no cost. Bargaining unit members who are not properly wearing a mask, repeatedly fail to bring a mask, or refuse to wear a mask may be subject to disciplinary action and/or removal from campus.
4. Bargaining unit employees shall complete the Daily Symptoms Reporting requirement on all days prior to coming onto campus. Failure to do so may result in disciplinary action. Failure to complete the online form will constitute a record of acknowledgment by bargaining unit members that they will not be on campus that day.
5. Bargaining unit members who are experiencing symptoms or who have tested positive for COVID-19 will not come to campus and will immediately self-report

on the COVID-19 Self Reporting Portal (hr.unm.edu/self-report). The Administration may ask the bargaining unit member to take a COVID-19 test, to self-isolate, and to consult with a health care provider.

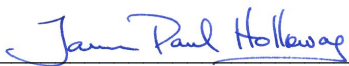
6. Bargaining unit members who test positive will notify their Chair/Director in addition to reporting on the Self Reporting Portal. The Chair/Director will follow the *Bringing Back the Pack* notification requirements for positive cases.
7. Reporting symptoms, needing to self-quarantine, or taking leave due to COVID illness will not negatively affect evaluations or reappointments for future semesters.
8. Bargaining unit members at higher risk of developing serious cases of COVID-19 may file with the Office of Equal Opportunity (<http://oeo.unm.edu>) should the bargaining unit member desire to request accommodation.
9. For Spring semester 2021, student evaluations will not be used as a required evaluative tool or a required component of dossiers for annual evaluation, mid-probation, tenure and promotion, or promotion.
10. Also, for the Spring 2021 semester, departments shall decide, consistently across faculty, whether to include peer teaching observations as part of annual reviews. Required peer evaluations included in dossiers for mid-probation, tenure and promotion, and promotion may come from courses taught prior to the disruptions caused by COVID-19.
11. Tenure clocks may be delayed one year for newly appointed tenure track faculty with a contract start date of August 10, 2020, at the discretion of the tenure track bargaining unit member. The automatic one-year extension to the probationary (“tenure clock”) and options provided on April 10, 2020, for all then-currently appointed UNM tenure-track faculty who were not under review for tenure and promotion, remains unchanged. For initial appointments commencing after Dec. 31, 2020, namely in spring 2021, the remainder of the academic or fiscal year will not be included in determining the length of the probationary period.
12. Spring 2021 faculty and department meetings will be held virtually. If a meeting must be held in person, bargaining unit members may, without penalty, opt not to attend by providing notice via email to the meeting organizer at the time of receipt of the notice of the meeting.
13. It is the choice of a bargaining unit member to cover a course for a bargaining unit member absent due to COVID-19. Payment for such work will be paid as a prorated course overload.
14. If a bargaining unit member shows symptoms of illness, tests positive for COVID, or a member of their immediate household shows symptoms of illness or tests positive for COVID, the bargaining unit member will cease working in any on-campus capacity and immediately begin self-quarantine. If teaching remotely, a faculty member should prioritize their own health and care of their immediate family members. If a bargaining unit member cannot teach their class, a substitute will be assigned to cover the bargaining unit member’s teaching.

15. Reporting of symptoms, needing to self-quarantine, or stopping work due to COVID illness will not negatively affect evaluations or reappointments for future semesters.
16. If a bargaining unit member falls ill and is unable to complete assigned courses for the semester, then evaluations, rehiring, etc. will be based on the previous semester worked.

This Memorandum of Understanding shall remain in effect until May 15, 2021. Extension or renegotiation can be initiated by either party in writing.

Sincerely,

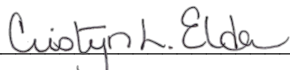
for the UA-UNM Bargaining Team




 James Paul Holloway, Provost and
 Executive Vice President
 of Academic Affairs
 University of New Mexico

Jan 11, 2021

Date



 Cristyn Elder, Associate
 Professor, English, ABQ



 Lee Montgomery, Associate
 Professor, Art, ABQ

01/11/2021

Date

01/11/2021

Date

Amy Brandzel, Associate Professor, American
 Studies & Women, Gender, and Sexuality
 Studies, ABQ
 Billy Brown, Part-Time Instructor, Mathematics &
 Statistics, ABQ
 Ernesto Longa, Professor of Law Librarianship, ABQ
 Hilary Lipka, Part-Time Instructor, Religious Studies,
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 Jon Wheeler, Assistant Professor, University
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