

MEMORANDUM OF AGREEMENT

02-14-2022

This Memorandum of Agreement between the University of New Mexico (UNM) Administration and United Academics of the University of New Mexico (UA-UNM) shall (1) temporarily amend-Article 9, Section C of the Unit 1 Collective Bargaining Agreement (CBA); and (2) adopt additional safety protocols.

Temporary Amendment to Article 9, Section C of the Unit 1 CBA

The health and well-being of our community remains our number one priority. To support the University of New Mexico's faculty, UNM is expanding the provisions of sick leave for eligible faculty. This additional COVID-19 leave provides up to three weeks (15 working days or 120 hours), pro-rated based on appointment percentage, impacted by COVID-19.

Guidelines for this paid leave are as follows:

1. Eligibility: Bargaining unit 1 members who are eligible for sick leave. Please refer to the applicable CBA Article: Article 9.C: Leaves of the collective bargaining agreement to determine eligibility for sick leave.
2. Leave Allowance: Bargaining Unit 1 members will be eligible to use up to three weeks (15 working days or 120 hours) of additional paid leave, independent of any previously taken COVID-related leave (e.g., FFRCA E-PSL or E-FML).
3. Criteria for use:
 - a. Required to self-isolate by UNM's protocols as published on Bringing Back the Pack or have been advised by to quarantine/isolate/test due to COVID-19.
 - b. Caring for a family member who has tested positive for COVID-19 or required to self-isolate by their health care provider.
 - c. Requires time away from work to comply with COVID mandates and safe practices for one's self or one's household.
 - d. Caring for a dependent whose school or place of care is temporarily closed due to COVID-19.
4. Department Timekeepers should use Earn Code 381 – Emergency Paid Sick Leave when entering bi-weekly time for non-exempt employees and for monthly leave reporting for exempt employees when utilizing this leave type.
5. To request paid leave, bargaining unit 1 members should consult with and obtain approval from their Department Chair/Director or faculty supervisor. Submit via Additional COVID Paid Leave Form (<https://app.smartsheet.com/b/form/5ff2c35f4a074a2baec75ddcc7159281>)
6. If bargaining unit 1 members require more than three weeks of leave, they are to obtain approval from their Department Chair/Director or faculty supervisor to use sick or accrued annual leave.

Flexibility In Teaching Modality for Unit 1 and Unit 2 Members

Consistent with the requirements detailed in the Bringing Back The Pack instructor guide, an instructor may shift a face-to-face class to use remote instructional tools (e.g., using Zoom, Canvas, email, etc.) for up to, but not more than, two weeks, notifying their department chair. Pandemic-related disruptions include the following:

- a. Required to self-isolate per UNM's protocols as published on Bringing Back the Pack or have been advised to quarantine/isolate/test due to COVID-19.
- b. Caring for a family member who has tested positive for COVID-19 or required to self-isolate by their health care provider.
- c. Requires time away from work to comply with COVID mandates and safe practices for one's self or one's household.
- d. Caring for a dependent whose school or place of care is temporarily closed due to COVID-19.


Additional Safety Protocols

Academic Affairs will:

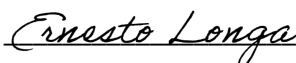
- a. monitor compliance with the COVID-19 boosters as required by the Administrative Mandate and support bargaining unit members in adhering to the booster requirement.

- b. provide bargaining unit members with KN95 masks as needed for bargaining unit members' use in their instructional role.

This Memorandum of Agreement (MOA) will be effective February 10, 2022 through May 14, 2022. This MOA supersedes the Memorandum of Agreement on Additional COVID Leave dated September 28, 2021. The Parties agree that nothing in this MOA creates any entitlement or expectation beyond those identified and agreed to herein, all of which expire upon expiration of this Agreement as recited in this paragraph.



James Paul Holloway
Provost/Executive Vice President
University of New Mexico
Date: 2/14/2022



Ernesto Longa
President
United Academics of the University of New Mexico
Date: 2/14/2022