MEMORANDUM OF AGREEMENT

By executing this Memorandum of Agreement ("MOA"), the parties hereto, the United Academics of the University of New Mexico (Unit 2) (hereinafter referred to as "UA-UNM" or "the Union") and the Regents of the University of New Mexico ("UNM" or the "University"), collectively referred to as the "Parties," hereby agree to modify **Article 7: Compensation** of the Unit 2 Collective Bargaining Agreement ("CBA") currently in effect as follows:

1. The Parties, having bargained in good faith over the terms and conditions of employment as stated in **Article 7: Compensation** of the CBA, hereby agree that effective the first full pay period following July 1, 2025, bargaining unit employees will receive the greater of a <u>five percent (5.0%)</u> increase to their pay rate or minimum, as more fully reflected in the attached **Article 7: Compensation** proposal. See attached proposal. The compensation increase reflected in the attached Article 7 is inclusive of the five percent increase to pay rate and an additional week of pay as referenced in Paragraph 3 below.

2. The attached proposal concerning **Article 7: Compensation** was proposed to the Union as the University's last, best, and final offer.

3. The Parties agree that the standard term for Adjuncts and Term Teachers for Spring, Summer, and Fall contracts will be from the Monday of the week before the beginning of the semester through the last day of the semester as defined by the University Registrar. The minimum pay rates published on the Office for Academic Personnel's website will reflect the five percent (5%) increase as referenced above in Paragraph 1 and the additional week of pay.

4. The Union knowingly and voluntarily agrees to the University's implementation of a salary increase for FY 2026 for Unit 2 bargaining unit members as referenced above in Paragraphs 1 and 3 and as more fully reflected in the attached proposal, and further agrees to accept the University's attached proposal and enter into a Tentative Agreement on the attached proposal for incorporation into the final contract for ratification upon conclusion of full-contract negotiations that the parties entered into in December 2024.

5. By entering into a Tentative Agreement to the University's last, best, and final offer regarding Article 7 attached herewith, both parties agree that all obligations they have to negotiate this Article as part of the full-contract negotiations that they have been engaged in since December 2024 will be met, and that both parties mutually waive any right they may have to further negotiate Article 7 through the life of the contract with the exception of annual wage reopener negotiations as provided more fully in the CBA.

6. The Parties acknowledge and agree that, should the parties to the CBA not reach agreement on a final contract, their agreement to this MOA and Tentative

Agreement to Article 7 of the Unit 2 contract constitutes a complete waiver of their right to reopen, renegotiate, or present a different proposal regarding Article 7 at any point during the life of the contract with the exception of annual wage reopener negotiations as provided in the CBA. This waiver includes but is not limited to any subsequent or different proposals to be included in any contract packages presented during impasse arbitration or subsequent litigation. It is the intent of the parties, by agreeing to this MOA and entering into a Tentative Agreement on Article 7, to fully and finally conclude negotiations regarding Article 7 of the Unit 2 CBA during the full contract negotiations that the parties began in December 2024.

UNITED ACADEMICS OF THE UNIVERSITY OF NEW MEXICO

REGENTS OF THE UNIVERSITY OF NEW MEXICO

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Ernesto Longa President, UA-UNM

Date: July 8, 2025

Balat Autor

Interim Provost

Date: July 8, 2025

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