

## MEMORANDUM OF UNDERSTANDING


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." 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.
2. 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.
3. 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.
4. 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. The Administration may ask the bargaining unit member to take a COVID-19 test, to self-isolate, and consult with a health care provider.
5. 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.
6. Reporting symptoms, needing to self-quarantine, or taking leave due to COVID illness will not negatively affect evaluations or reappointments for future semesters.
7. Bargaining unit members at higher risk of developing serious cases of COVID-19 may file with the Office of Equal Opportunity (oeo.unm.edu) should the bargaining unit member desire to request accommodation.
8. For Fall semester 2020, student evaluations will not be used as an evaluative tool or a required component of dossier for annual evaluation, mid-probationary, tenure and

promotion, or promotion milestone reviews.

9. 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.
10. Faculty and department meetings will provide the option of attending virtually, if possible. If meetings can only occur in person, bargaining unit members may, without penalty, opt not to attend by providing notice by email to the meeting organizer, at the time of receipt of the notice of the meeting.
11. 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 pro-rated course overload.

This Memorandum of Understanding shall remain in effect until November 20, 2020. Extension or renegotiation can be initiated by either party in writing.

 Aug 19, 2020  
James Paul Holloway, Provost Date  
University of New Mexico

 Aug 18, 2020  
Richelle Fiore, UA-UNM Date

Billy Brown, Part-Time Instructor, Math, ABQ  
Cristyn Elder, Associate Professor, English, ABQ  
Ernesto Longa, Professor of Law Librarianship, ABQ  
John Zimmerman, Professor, Fine Arts, Gallup  
Lee Montgomery, Associate Professor, Art, ABQ  
Lucio Lanucara, Adjunct Faculty, Political Science and Management, ABQ  
Manel Martinez-Ramon, Professor, Electrical and Computer Engineering, ABQ  
Matias Fontenla, Professor, Economics, ABQ  
Satya Witt, Lecturer, Biology, ABQ  
Michael L. Trujillo, Associate Professor of American Studies and Chicana/o Studies, ABQ  
United Academics of the University of New Mexico