

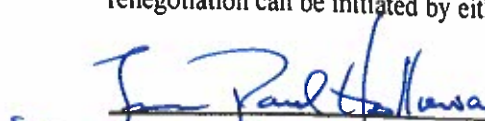
MEMORANDUM OF UNDERSTANDING


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. ~~UNM~~ 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.


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


Richelle Fiore, UA-UNM Date Aug. 18, 2020
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

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 Bargaining Unit 2, 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 members 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.
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.
9. 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.

10. It is the choice of a bargaining unit member to cover a course for a bargaining unit member absent due to COVID-19. In such cases, the bargaining unit member will be issued a pro-rated course agreement and information including the course name, meeting schedule, modality, and potential length.

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


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United Academics of the University of New Mexico

UNM
Voluntary Retirement Incentive Option – Faculty
(VRIO-F)

This Memorandum of Agreement has been entered into by United Academics of the University of New Mexico (UA-UNM) and the University of New Mexico to offer eligible faculty a one-time Voluntary Retirement Incentive Option (VRIO). The VRIO-F program will be available August 24, 2020 - October 30, 2020, and administered through the Office of Faculty Affairs and Services (OFAS) and Human Resources (HR).

Eligibility

1. Tenured faculty and lecturers of Bargaining Unit 1 who choose to participate (hereafter participant(s)), including those on approved leave without pay, who have been employed at the University of New Mexico's main and branch campuses for the five continuous years immediately prior to their retirement date are eligible to participate.
2. Participant must meet the New Mexico Educational Retirement Board (NMERB) or Alternative Retirement Plan (ARP) retirement eligibility criteria, as of 12/31/2020.
 - a. NMERB Pension participants should review the Retirement Eligibility section of the NMERB Member Handbook and pay close attention to any age-based reductions if applicable.
 - b. ARP participants should contact their Investment provider to discuss retirement options.
 - c. Eligibility requirements for UNM post-retirement benefits are separate from NMERB or ARP retirement eligibility criteria and are found in Section 3.6 of UAP 3600.
3. Participants have not signed retirement documents with UNM's Benefits Department, as of the date this program was announced.
 - a. Faculty may not rescind a previously submitted retirement application in order to meet VRIO-F eligibility.
4. Exclusions:
 - a. Tenured faculty and lecturers whose positions are externally funded or not funded directly by the University.

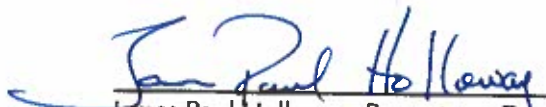
- b. Tenured faculty and lecturers who previously retired from the University and returned in 'working retiree status' are not eligible. Individuals may only retire once from the University.


Program Terms

1. Participants will be required to sign a voluntary separation agreement (VRIO-F Agreement).
 - a. The VRIO-F agreement will include legal and other requirements for UNM and the participant, including relinquishing tenured status, responsibility for taxes.
2. Participants must apply for VRIO-F during the application period: August 24, 2020 through October 30, 2020.
3. Each faculty member eligible to elect participation in VRIO-F will receive an email from the Office of Faculty Affairs and Services notifying them of them of the Option.
4. Approved participants must agree to retire effective December 31, 2020.
5. Participants will receive a one-time lump-sum payment equal to 25% of their 9-month base salary.
 - a. Base salary does not include temporary salary adjustments (e.g., Special Administrative Components, summer administrative compensation) or other supplements (e.g., summer research compensation, the plus component of a base plus salary structure).
6. Participants will receive a VRIO-F Agreement no later than November 6, 2020 (60-days prior to their expected retirement date) and must sign no later than November 30, 2020 (30-days prior to their retirement date).
 - a. Participants will have seven (7) calendar days after signing the VRIO-F Agreement to revoke the agreement.
7. VRIO-F is voluntary. Eligible faculty are encouraged to consider the Option and determine if it is the right opportunity for them. However, no one can persuade faculty or unduly influence faculty to apply or not apply for the VRIO-F.
8. Colleges/departments will be required to fund the incentive or work with the Provost for alternative funding options.

VRIO-F Application Process

1. The electronic application is available at www.ofas.unm.edu.
2. The application period begins August 24, 2020 and concludes October 30, 2020.
 - a. Late applications will not be considered.
 - b. Receipt of submitted electronic applications will be acknowledged.
3. Participants should consult with UNM Benefits, at hrbenefits@unm.edu, for information related to their eligibility for post-retirement health and other benefits.
4. Participants must submit a fully executed VRIO-F Agreement no later than 30 days prior to their retirement date.
5. Participants will receive a one-time, lump-sum payment equal to 25% of the faculty member's 9-month base salary.
 - a. The payment will be included in the participant's final paycheck (12/31/2020).
 - b. All legally required taxes and other withholdings will be deducted from payments made under the Option.


James Paul Holloway, Provost Date Aug 19, 2020
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