

**Memorandum of Agreement Between the NMHU Staff Bargaining Units  
AND  
New Mexico Highlands University**

This Memorandum of Agreement (“Agreement”) is entered into this 14th day of August, 2020, by and between the two staff bargaining units of the New Mexico Highland University Faculty and Staff Association (“NMHUFASA”) and New Mexico Highlands University (“the University”) (collectively, “the Parties”) as follows:

**Recitals**

**WHEREAS**, the current COVID-19 pandemic has changed the way in which the University provides educational services to the public and the way in which staff represented by the Union provide that work; and

**WHEREAS**, the terms and conditions of employment affected by COVID-19 are mandatory subjects of bargaining under the Public Employee Bargaining Act (“PEBA”), NMSA 1978, 10-7E-1 through 26 (2003, as amended through 2020); and

**WHEREAS**, the CARES act provides partial funding for a range of specific uses, including but not limited to: purchasing educational technology, providing professional development, providing mental health services, purchase of sanitation supplies, providing resources for administrators to address university-specific needs, and other activities necessary to maintain the operation of and continuity of services and continuing to employ existing staff, including purchasing personal protective equipment for students, faculty, and staff, and

**WHEREAS**, the Parties have collectively bargained regarding the terms and conditions of work relating to this change and the steps necessary to safely continue that work and desire to memorialize that bargaining in the following MOA;

**WHEREAS**, as it relates exclusively to this MOA, all Management rights afforded by the Public Employee Bargaining Act (PEBA) shall be retained by Management, except as otherwise specifically agreed to in this MOA.

**WHEREAS**, it is the collective responsibility of the campus community and visitors to keep the campus safe during COVID 19, staff and administrators agree to social distance, wear face coverings as required, and regularly and frequently wash hands.

**Agreement**

**NOW, THEREFORE**, in reliance of the above recitals, which are incorporated by reference into this Agreement as though set forth therein, and in consideration of the mutual obligations set forth herein, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Personal Protective Equipment. The University shall provide each employee, with the following Personal Protective Equipment (“PPE”) at no cost to the employee:
  - a. Three (3) washable face coverings with carbon filter insert(s) for face covering, available by request. Face coverings shall be made of woven fibers with at least three layers cotton and contain a pocket for the carbon filter insert for staff who may need to access campus periodically during the fall 2020 semester. Staff are individually responsible for cleaning their mask each day. In the event that face coverings standards are updated or the availability is in question, the parties agree to return to negotiations on face coverings.
  - b. A reusable face shield upon request,
  - c. Bottled hand sanitizer upon request approved for use by the FDA. The University provides restrooms in every public building with adequate soap, water, paper towels, and lined trashcans. The University provides closets with soap, water, paper towels, and lined trashcans in Residence Halls. Employees shall use University provided cleaners and equipment.
  - d. Available disposable gloves, if requested. In the event that disposable gloves are not available, the parties agree that priority will be given to staff once available.
  - e. Goggles or safety glasses for eye protection, at the request of the employee. Staff shall wear face coverings in public, at meetings, and in any campus space aside from when alone in an individual office with the door closed. As per the public health order the mask requirement has an exception for eating and drinking. Employees who report to work without a face covering are prohibited from entering the campus and will be instructed to leave the campus to retrieve said face covering. Non-exempt employees may be required to use on their own annual leave or leave without pay time while retrieving the face covering. Mask retrieval shall not interfere with a professional staff’s responsibility to complete their duties. If it does, they may be required to take annual leave or leave without pay.
2. Personal Protective Equipment – Facilities and Residence Halls Staff: In addition to the PPE listed in #1 above, the University shall provide each facilities and residence hall bargaining unit employee in the bargaining unit the following personal protective equipment at no cost to the employee:
  - a. Disposable plastic aprons upon request.
3. Personal Protective Equipment –Bargaining Unit Employees’ Choice: Each bargaining unit employee is required to follow PPE guidelines set forth by the University in the COVID-19 Exposure Safety Plan and shall have the option to provide their own PPE if they wish.
4. The University will hire contractors to clean all isolation and quarantine areas. Contractors will follow safety guidelines in the COVID-19 Exposure Safety Plan. Additionally, the University, through the EOC, shall notify on an as needed or need to know basis the university community of the isolation and quarantine areas in order

to protect confidentiality of the individual. The hiring of contractors servicing the isolation and quarantine areas on the campus shall not lead to furloughs or reduction of force of bargaining unit members.

5. Social Distancing. The University shall maintain and publicize social distancing requirements for staff, faculty, students, and the public at all facilities where University staff may work.
6. Screening and Surveillance Protocols.
  - a. No bargaining unit employees shall enter campus buildings without first being screened for symptoms of COVID-19 infection. Self-screening will be available to all persons entering the campus. All persons will be required to be screened as per the procedure guidelines stated in the COVID-19 Exposure Safety Plan. The screening process shall have different levels of regular and stringent screenings, as required by the HED plan.
  - b. No bargaining unit employee will conduct on site, in-person entrance screening.
7. Site Sanitation.
  - a. The University shall follow all CDC and OSHA guidelines for disinfecting work sites.
  - b. No bargaining unit employee shall be assigned duties outside their normal job description due to COVID-related needs, unless the employee voluntarily agrees to do so. In addition, for bargaining unit members accepting additional duties, the scope of work shall be defined as approved by supervisor. No bargaining unit employee will be disciplined for failure to complete their normal duties because of the time requirements for the additional duties being assigned.
8. Leave.
  - a. The University shall meet the requirements of the Families First Coronavirus Relief Act (FFCRA) for any employee who meets the following criteria:
  - b. The University will follow the Department of Labor's guidance related to COVID-19 worker's compensation claim.
    - i. Is exhibiting some or all symptoms of COVID-19 infection,
    - ii. Is caring for a dependent, partner, or spouse who exhibits some or all symptoms of COVID-19 infection,
    - iii. Is subject to quarantine as a result of exposure to COVID-19,
    - iv. Has tested positive for COVID-19,
    - v. Is caring for a dependent, partner, or spouse who has tested positive for COVID-19,
  - c. The University may require staff to receive a COVID-19 test.

9. Training.

- a. Prior to the resumption of Face-to-face instruction, the University shall provide employees covered in the bargaining unit with appropriate training regarding the use and care of PPE, the use and storage of sanitation equipment, if applicable, screening protocols, safety procedures, and what to do if a person is exhibiting symptoms.
- b. Changes to terms and conditions of employment shall be bargained.
- c. University shall train bargaining unit employees, on any new University technology as it relates to training or professional development.

10. High Risk Groups. (Bargaining unit employees and bargaining unit employees living with high risk persons).

The University will provide bargaining unit employees with a telework/alternative work eligibility form. This form will be used to determine telework and/or flexible work alternatives for employees who are or live with high risk persons. The University shall search for alternative duties away from other persons if the high-risk employee cannot work from home.

- a. Bargaining unit employees' who are considered to be in a high-risk group as defined by CDC guidelines, and bargaining unit employees who live with high risk group persons) shall be allowed to work from home, provided the employee submits the appropriate documentation to the University and work is performed at a satisfactory level.
- b. The University shall prepare a form which identifies the CDC guidelines for purposes of eligibility to work from home. Bargaining unit employees who complete the form indicating their eligibility shall be allowed to work from home, provided the employee submits the appropriate documentation to the University and work is performed at a satisfactory level.
- c. The form shall be kept confidential by the University, as permissible by law.
- d. In the event the bargaining unit employee cannot work from home, the employee will work with Human Resources to search for various leave eligibilities.

11. Scheduling. During the course of the academic year 2020 - 2021, the parties expect that the work shift may vary, given the unpredictability of the public health emergency. In consideration of this, the parties agree:

- a. Any mid-year changes to the work shift shall first be bargained with the Faculty and Staff Association prior to implementation, to the extent possible, through the meet-and-confer bargaining process unless the employee volunteers to do so, without coercion.
- b. Any work shift changes which lengthen the amount of work time required of bargaining unit employees shall be paid at the appropriate hourly rate, to include time and one half for employees who exceed 40 hours in a workweek if eligible as per FLSA.

- c. No bargaining unit employee, who works fulltime and physically on campus shall be required to give up their right to a lunch period or breaks.
12. Discipline. The Parties agree that all disciplinary proceedings shall be virtual until December 31, 2020 or the public health order is lifted due to COVID, whichever is later.
13. Technology. Bargaining unit employees may provide their own technology or internet service. Current bargaining unit employees will not be required to provide their own technology or internet service as a condition of employment so long as they are permitted by the administration to work from home.
  - a. All bargaining unit employees teleworking shall be provided the option to have their work computers at their homes, only for university business, and all policy related to university property shall apply to the use, maintenance, and care of any equipment provided. Staff shall protect university equipment and shall protect data security on all devices they use for university work, as per existing policies. Staff will not be required to pay for technology that is lost or accidentally damaged.
  - b. The University shall provide mi-fi internet service, if reception is available, to bargaining unit employees who do not have internet, or plans sufficient to meet the needs of working at home. Soft phones can be loaded on university equipment at the users' request.
14. Assignments and Transfers. The University retains all rights to direct the work of employees, including assignments and transfers except as otherwise provided in this MOA. During the public health emergency, no high-risk bargaining unit employee shall be involuntarily transferred without agreement from the NMHUFASA that no other options are available.
15. Distance Education. Should public health orders and increases in Covid-19 cases require a return to a 100% distance model, the University shall take into consideration all impacts on its operations and attempt to avoid layoffs or engage in a reduction in force without other potential measures being implemented first. The parties agree to bargain in good faith alternative duties for bargaining unit employees whose assignments change due to the distance model, prior to implementing layoffs or reduction in force. The University shall follow the RIF process in the CBA for bargaining unit employees covered by said CBA and shall follow University policy and procedure for all other bargaining unit employees.
16. Child Care. For bargaining unit employees who have children at home participating in distance education, the University shall allow all bargaining unit staff employees the opportunity to apply for telework or an alternative work schedule. University employees are eligible to receive discounts at the Kiddie Kampus Korner day care, in the Las Vegas area.

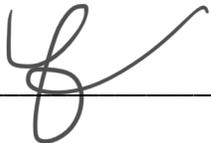
17. Any claimed violation of the MOA or dispute regarding its application will be handled in accordance with the grievance and arbitration provisions of the current Collective Bargaining Agreement. NMHU policies and procedures apply for all other staff employees not covered under a ratified CBA.

**IN WITNESS HEREOF**, the parties affix their signatures below:

By: Faron D. Valencia 

Its: \_\_\_\_\_

Dated: 08/14/2020

By:  \_\_\_\_\_

Its: \_\_\_\_\_

Dated: 8/18/20