12-PELRB-2018

STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:

AFSCME, COUNCIL 18

Petitioner,

v.

PELRB CASE NO. 123-17

NEW MEXICO HUMAN SERVICES DEPARTMENT,

Respondent.

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board by Petitioner's Motion appealing Director Griego's decision. After hearing oral argument from both parties and reviewing the hearing officer's report and pleadings, the Board being sufficiently advised finds by a vote of 3-0 the following:

A. The Hearing Officer's Recommended Decision is supported by the facts of the case.

THEREFORE THE BOARD affirms Director Griego's decision and adopts his Findings of Fact and Conclusions of Law as its own without modification.

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

10-11-18
DATE

DUFF WESTBROOK, BOARD CHAIR

STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:

AFSCME, COUNCIL 18,
Complainant

v. **PELRB No. 123-17**

NEW MEXICO HUMAN SERVICES DEPARTMENT,
Respondent

HEARING OFFICER'S REPORT AND RECOMMENDED DECISION

STATEMENT OF THE CASE: This matter comes before Thomas J. Griego, designated as the Hearing Officer in this case, on the merits of Complainants Prohibited Practices Complaint alleging violation of the Public Employees Bargaining Act (the "PEBA") by unilaterally implementing a performance quota for Family Assistance Analysts ("FAA") who work for the Income Support Division ("ISD") of the New Mexico Human Services Department ("HSD"). The Union has the burden of proof with regard to whether by implementing a performance quota in the Fall of 2017 the HSD violated: 1) § 19(F) of the PEBA (refuse to bargain collectively in good faith with the exclusive representative); 2) § 19(G) (refuse or fail to comply with a provision of the Public Employee Bargaining Act or board rule), and/or, 3) § 19(H) (refuse or fail to comply with a collective bargaining agreement).

Respondent contends that productivity standards for FAAs have been in place for many years prior to implementing the 2017 standard. However, in 2016, HSD began refining and formalizing the standards. After a Special Master in a separate case in which ISD was involved recommended that ISD implement formal productivity standards throughout the State, ISD collected and reviewed productivity data from each of ISD's field offices for a year and in October 2017 implemented a standard of an average of 12 weighted tasks per day for the FAA I and FAA II positions with more

than seven months experience; fewer average tasks on a graduated scale for those with less experience as they learned their jobs.

HSD contends that prior to the 12 tasks per day productivity standard at issue, FAAs were informally expected to complete fifteen tasks per day on the average, and were required to meet productivity percentages and error rates in order to be compliant with federal regulations.

As an affirmative defense, HSD bears the burden of proof with regard to whether the productivity quota is not subject to bargaining based on Articles 15 and 18 of the CBA as well as the question whether ISD acted within its scope of authority under the CBA.

A hearing on the merits was held on three separate days – April 10, 2018 and continuing on June 13 and 14, 2018. At the conclusion of the Union's case-in-chief, the Employer moved for a directed verdict based on this Board's Order in the case of *AFSCME v. State of New Mexico*, PELRB 143-07 in which the question of the union's waiver of the right to bargain employee evaluations pursuant to a management rights clause was addressed. I denied the directed verdict motion, distinguishing PELRB 143-07 on the ground that the instant case involves broader issues of effects bargaining, not a change to the evaluation itself. Thereafter the Employer presented its witnesses and exhibits to support its defenses.

All parties hereto were afforded a full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence, and to argue motion and evidentiary objections orally. Closing briefs in lieu of oral argument were submitted simultaneously on July 27, 2018. Both briefs were duly considered. On the entire record in this case and from my observation of the witnesses and their demeanor on the witness stand and upon substantive, reliable evidence considered along with the consistency and inherent probability of testimony, I make the following findings:

FINDINGS OF FACT:

The following facts have been stipulated and are not in dispute:

1. Complainant is a "labor organization" as that term is defined in Section 4(L) of PEBA (NMSA 1978, § 10-7E-4(L) (2003)).

2. Complainant is the exclusive bargaining representative for bargaining unit employees in the Department of Human ("HSD") for the State of New Mexico.

3. Respondent is a "public employer" as that term is defined in Section 4(S) of PEBA.

4. Complainant and Respondent have entered into a Collective Bargaining Agreement (CBA) that went into effect on December 23, 2009 and which currently remains in effect under the "Evergreen Clause" of the Public Employees Bargaining Act ("PEBA"). See NMSA 1978, § 10-7E-18(D) ("In the event that an impasse continues after the expiration of a contract, the existing contract will continue in full force and effect until it is replaced by a subsequent written agreement.").

5. The State of New Mexico is the signatory to the CBA and Respondent is a political subdivision of the State of New Mexico.

6. The CBA provides in part:

> a. "Performance criteria shall be specific, attainable, relevant, measurable, objective and consistent with an employee's job duties, responsibilities and relate to his/her job description. Measurement criteria shall be job and outcome related. The criteria shall be provided to an employee in writing at the beginning of the rating period and changed during the period only after review with the employee." Article 15, Section 2.
>
> b. "Except to the extent specifically modified or limited by this Agreement or by applicable statutory or regulatory provisions, the sole and exclusive rights of management shall include the following:
> 1. Direct the work of, hire, promote, assign, evaluate, transfer, demote, suspend, dismiss, or otherwise discipline employees…
> 6. Make technological or service improvements and change production methods…
> 9. Determine methods, means, and personnel by which the Employer's operations are to be conducted.

10. Provide reasonable rules and regulations governing the conduct of employees." Art. 18, § 1.

In addition I make the following findings:

7. HSD employs Family Assistant Analysts (FAAs and FAA IIs, hereinafter referred to collectively as "FAAs") and those positions are within the bargaining unit represented by the Complainant. (CBA Appendix B, p. 180).

8. The FAAs work in the HSD's Income Support Division ("ISD") providing case management in compliance with federal and state regulations, performance measures and mandated timelines. More specifically, FAAs determine client eligibility for multiple state and federal public assistance programs for low income and disabled individuals such as the Supplemental Nutrition Assistance Program ("SNAP", sometimes referred to as food stamps) and Medicaid. (Joint Exhibit 4; Testimony of Shanita Harrison).

9. FAAs are required by state and federal regulations to provide the above-described services in a timely manner. (*Id.*)

10. The Respondent uses a computer application, the Automated System Program and Eligibility Network, or "ASPEN", to help FAAs determine legibility of applications, track eligibility and to issue benefits for the various programs over which they have responsibility. (Testimony of Shanita Harrison).

11. Every FAA receives two weeks of classroom training on ASPEN and the requirements of the programs upon hire followed by on the job training, management assistance and periodic refresher training. (*Id.*; Testimony of Kimberley Wafer).

12. On June 2, 2017, Dustin Acklin, Employee Relations Manager for HSD, sent an email to Joel Villarreal, AFSCME Council 18 Staff Representative, requesting to

"sit down and discuss" ISD Performance expectations. (Testimony of Joel Villarael; Joint. Exhibits 2 and 3; Union Exhibits C and D.)

8. On or about June 5, 2017, Mr. Villarreal spoke with Mr. Acklin, and Mr. Villarreal informed Mr. Acklin of his position that HSD must bargain over the productivity expectations. (Testimony of Joel Villarael; Joint Exhibits 2 and 3; Union Exhibits C and D.)

9. On June 20, 2017, Mr. Acklin notified Mr. Villarreal and AFSCME Council 18 Vice President Kenneth Long via email in part that the department wanted to discuss "ISD's plan for implementing productivity expectations for employees" and stated: "As I previously discussed with both of you, the Department is not bargaining these expectations with the union but we do want to give you opportunity to have input on this matter." (Joint Exhibit 2.)

10. On June 23, 2017, Mr. Villarreal requested to bargain the productivity expectations in his response to Mr. Acklin via email. (Joint Exhibit 2.)

11. On July 14, 2017, Mr. Acklin denied the request citing among other provisions, Article 15 and the fact that the Child Support Enforcement Division had goals that were in employee evaluations and which were increased in 2012. (Testimony of Joel Villarael).

12. HSD was under pressure to alter its policies and procedures because of an ongoing federal lawsuit, in the context of which, a special master's report detailed multiple problems with the ASPEN and with HSD's management. (Exhibits Q at 10 and 28.)

13. In 2017, Shanita Harrison, HSD's Deputy Director, Field Operations, ISD, analyzed productivity measures by reviewing statistics in ASPEN using the Business

Intelligence Tool function ("BI Tool") and then assigning a statistician to design and run reports showing, over the course of approximately a year, on average how many discreet tasks within categories were being done per day by each individual, by each region, and by experience level. (Testimony of Shanita Harrison; Employer Exhibit 7).

14. The statistician's reports revealed that on average, employees were doing 15.1 tasks per day when the weights were applied. (Testimony of Shanita Harrison).

15. The statistician's reports were verified to make sure they were accurate. (Testimony of Shanita Harrison).

16. Following verification of the statistician's reports, in the Fall of 2017 the employer changed evaluation standards for FAAs. (Employer Exhibits 1 through 4).

17. HSD consulted with the County Directors and other managers over FAAs regarding the statistician's reports and how to change the evaluation form. (Testimony of Shanita Harrison).

18. Prior to the 2017 change, HSD evaluated employee productivity subjectively, so that the requirement for FAA "productivity", defined in the evaluations as "the degree to which one produces volume work, meets deadlines and agreed-upon commitments, and organizes and balances assignment to achieve desired results" was based solely on the subjective opinion of each individual evaluator with no consistency across evaluators required. (Employer Exhibits 20-27; Testimony of Dustin Acklin.)

19. Management witnesses testified that prior to quantifying the weighted daily tasks in 2017, supervisors evaluating FAAs had informal expectations of the number

of tasks to be performed daily and for many, if not all, that informal expectation was 15 tasks per day. (Testimony of Shanita Harrison; Testimony of Kimberley Wafer).

16. I take administrative notice of the State Personnel Board regulations governing employee discipline, NMAC 1.7.11.10 (B) requiring just cause for discipline and which states in part that "Just cause includes, but is not limited to: inefficiency; incompetency; misconduct; negligence; insubordination; performance which continues to be unsatisfactory after the employee has been given a reasonable opportunity to correct it…"

17. FAA evaluations prior to the 2017 change note that if an employee receives a "Does Not Achieve Performance Standards" rating, then a Performance Development Plan is required and an employee who thereafter does not fix performance issues can be disciplined for "inefficiency" or for "performance which continues to be unsatisfactory after the employee has been given a reasonable opportunity to correct it" per NMAC 1.7.11.10. (Employer Exhibits 20-27.)

18. The new evaluation standard quantified a quota system categorized by task in ASPEN whereby FAAs and FAA IIs were required to complete a certain number of tasks under four weighted categories[1] after other duties and absences are taken into account, with the result that all FAAs and FAA IIs after seven months of experience were required to complete 12 weighted tasks per day. (Addendum to Employee Evaluation, Exhibits 5 and F, Employer Exhibits1 and 2).

[1] The categories and quotas are: Application Registration and Intake, which is reviewing an application and starting the process by data entry into ASPEN, (12 tasks per day); Recertification where the FAA looks at whether an individual is still eligible for the benefits received, (17 tasks); Processing, where an FAA receives verification of eligibility and finalizes file entries, (29 tasks); and Customer Service, such as answering client questions via telephone or in person (25 tasks).

19. The objective productivity standard instituted for FAAs in 2017 are not unique in HSD; for several years Child Support Legal Assistants Is and IIs employed in HSD's Support Enforcement Division (also within the same bargaining unit per CBA Appendix B, p. 180) have been evaluated by specific productivity expectations similar to those at issue here. (Testimony of Dustin Acklin; Employer Exhibits 29, 30, 32-37).

REASONING AND CONCLUSIONS OF LAW:

A. THE UNION DID NOT MEET ITS BURDEN OF PROOF TO ESTABLISH THAT HSD VIOLATED THE PUBLIC EMPLOYEE BARGAINING ACT, SECTION 19(F).

The Union argues that HSD failed to negotiate in good faith to impasse over the implementation of its 2017 quota system, thereby *per se* violating the Public Employee Bargaining Act, Section 19(F). I disagree. In so doing, I take no issue with the Union's argument that the 2017 change in performance measures set requirements for FAAs that were a change in terms and conditions of employment subject to bargaining (albeit, arguably *de minimus*). Nor do I take issue with the assertion that evaluation tools are mandatory subjects of bargaining and that substantive changes to an evaluation system can be a change in terms and conditions of employment triggering the requirement to bargain, in fact, under NLRB precedent any *unilateral* change covering a mandatory subject of bargaining would be unlawful regardless of the nature of the change or the particular term or condition affected. See *Daily News of Los Angeles*, 315 N.L.R.B. 1236, 1237-38, 1994 WL 731261 (1994). Though I conclude differently that did the NLRB in *Daily News of Los Angeles* I begin my analysis as the NLRB did in that case - with the character of the program at issue. Here, I find that HSD had a long established practice of evaluating the merit of each employee based upon standard performance evaluations and that a significant part of those evaluations

included grading the employee's productivity. To set objective criteria for grading productivity was compelled by good management principles, well-advised after a Special Master's report in pending federal litigation recommended such a change and *required* by the CBA's Article 15(2) as outlined below. It is apparent that the parties bargained for management's right to determine appropriate evaluation criteria as long as such criteria are "specific, attainable, relevant, measurable, objective and consistent with an employee's job duties" and "...applied fairly, objectively and equitably" (CBA Article 15(2)). That fact is inconsistent with the notion that HSD unilaterally changed a mandatory subject of collective bargaining when it instituted productivity "quotas". To the contrary, HSD met its bargaining obligation over evaluation criteria when the State entered into the CBA Joint Exhibit 1. This case is distinguishable from *AFSCME, Council 18 v. N.M. Dep't of Workforce Solutions*, PELRB 102-17 in which I decided that the Employer committed a PPC by unilaterally increasing production quotas. In that case, the increased quotas and impact on employees working conditions was a clear increase in a long established expectation. Here, the evidence is insufficient to establish that there is any increase in the expectation at all and to the extent employees are experiencing difficulty in meeting the standard it may be attributable to external factors such as glitches in the ASPEN system. Accordingly, the preponderance of the evidence demonstrates that HSD did not refuse to bargain collectively in good faith with the exclusive representative with respect to the 2017 "quotas".

B. THE UNION DID NOT MEET ITS BURDEN OF PROOF TO ESTABLISH THAT HSD VIOLATED THE PUBLIC EMPLOYEE BARGAINING ACT, SECTION 19(H).

AFSCME makes a general claim that HSD committed a prohibited practice under Section 19 (H) by violating the parties' CBA. There are several contract provisions put at issue either by the PPC itself or by the Pre-Hearing Order. The Union's primary argument is that HSD has

not honored Article 18 Section 2 of the CBA requiring that even when the Employer is properly exercising a reserved management right, it still must bargain in good faith if its contemplated changes to existing terms or conditions of employment fall within Article 18, paragraphs 9 (location and operation of its organization), 10 (rules and regulations governing the conduct of employees) or 11 (standards related to employees' safety).

As stated above, Article 15, Section 2 of the CBA, provides that HSD may establish performance criteria as long as it is "specific, attainable and measurable." It also states that performance criteria "shall be applied fairly" and that "The Employer shall take into account when evaluating an employee's performance, matters outside an employee's controls, such as equipment and resource problems and lack of training.' Art. 15, § 2(B).

With regard to the Union's Article 18 Section 2 claim, while it may reasonably be argued that quantifying performance measures constitutes the kind of change to existing terms or conditions of employment contemplated thereunder, the preponderance of the evidence in this case does not persuade me that the HSD affected changes to existing terms or conditions of employment in any material way. The evidence establishes that FAAs have always been held to productivity standards of one kind or another and have always been subject to discipline for failing to satisfy those standards. Several FAA performance evaluations are admitted into evidence, some dating as far back as 2009. (Exhibits 18, 20, 21, 22, 23, 24, 25, 26 and 27). In each of these forms there is a productivity section, defined on the evaluation form as "the degree to which one produces volume work, meets deadlines and agreed-upon commitments, and organizes and balances assignment to achieve desired results." That there were always specific productivity expectations or goals associated with those expectations in place prior to the "quotas" in question here, can be seen in the various evaluations related to productivity. For example, in Exhibit 20 at page 3 we read that in 2014

That an employee was told that "every application" needs to be "registered on the same day." In her Fiscal Year 2015 evaluation, there is a list of job assignments, which includes "Contribute to the work of the agency by meeting monthly performance goals and production goals including those both quantitatively and qualitatively." (*Id.* at 1 of 8.) In 2011, under the productivity section, her evaluation states that she is meeting the "minimum expectations." (*Id.* at p. 1.) Her 2012 evaluation, reads that her "monthly average fluctuates" and some months she meets "minimum expectations" but needs to "strive to meet the monthly expectations." Finally, in her Fiscal Year 2017 evaluation, one assignment was "processing 15-25 cases a day" and she was rated "Achieves Performance" for productivity because she averaged 96 calls a day. (*Id.* at 1 of 6). Similarly, in Exhibit 21 we read that an employee in her 2010 evaluation has become more productive and is helping her unit meet the "goals" related to interviews. (Exhibit 21, 2010 evaluation at p.1). In Exhibit 23 at page 4 we see an employee evaluated in 2016 on the basis of meeting State goals for payment accuracy and "team goals for daily task completion." At page 4 of his 2017 evaluation, he was given an "Achieves Performance" based on completing an average of 18 tasks daily. A 2014 evaluation of another employee noted that the employee achieved daily production goals. (Exhibit 25 at page 3). In her 2016 evaluation, for Productivity, she was given a "Does Not Achieve" based in part on failing to meet the "2-10 day queue" report standard. For the final evaluation period, she was given an "Achieves Performance" rating for productivity based on completing 75 tasks weekly and 15 daily. A 2013 evaluation admitted as Exhibit 26 was based on the number of re-certifications and interviews the employee performed. That same employee was evaluated in 2015 on her averaging "between 12-16 cases a day" and in 2016 she was rated as having "Achieves Performance" in the Productivity section based on averaging 93 completed tasks weekly and 23 tasks daily. In her 2017 evaluation, with respect

to productivity, she received a achieves performance standards based on completing 1,753 tasks, which was an average of 88 tasks weekly and 18 daily. There are further examples in evidence but these will suffice for purposes of this recommended decision.

From the evaluation forms in evidence and the testimony of Shanita Harrison and Dustin Acklin an employee has always been at risk of discipline if he or she did not meet productivity expectations. Accordingly, the preponderance of the evidence does not support a conclusion that HSD breached Article 15, § 2(B) or Article 18 Section 2 of the CBA.

Both parties here are constrained by the CBA's requirement that evaluation criteria must be "*specific*, attainable, relevant, *measurable*, *objective* and consistent with an employee's job duties[.] CBA, Article 15(2), (Joint Exhibit 1 at 37) (emphasis added). Beyond that, management is constrained by the CBA, Article 15(2)(B) to ensure that evaluation criteria are "...applied fairly, *objectively* and *equitably*." *(Id.)* (emphasis added). HSD is *not* similarly constrained in setting the standard by which the required objectivity and specificity to which both parties have agreed to be bound, are to be achieved. Under the Management Rights Clause (Article 18), of the parties' CBA, the HSD has reserved the right to:

> "1. *direct the work of*, hire, promote, assign, *evaluate*, transfer, demote, suspend, dismiss, or otherwise discipline employees...
> 6. make technological or service improvements and *change production methods*; and...
> 8. *determine methods, means,* and personnel by which the Employer's operations are to be conducted."

(See CBA, Joint Exhibit 1). Each of these rights has been bargained by the Union and as the bargained-for "sole and exclusive rights of management," can be exercised without further bargaining. These reserved management rights find a corollary in the PEBA itself. NMSA 1978, Section 10-7E-6, Rights of public employers, provides in pertinent part that "[u]nless limited by the provisions of a collective bargaining agreement or by other statutory provision," the employer may "direct the work of" its employees and "retain all rights not

specifically limited by a collective bargaining agreement or by the Public Employee Bargaining Act." The Employer's actions in this case are not limited by the parties CBA or the PEBA but are in furtherance of them. The creation of production "quotas" in this case is consistent with HSD's contractual obligation to set evaluation criteria that are "specific, attainable, relevant, measurable, objective and consistent with an employee's job duties[.] (CBA, Art 15(2), Joint Exhibit 1 at p. 37.

In *AFSCME, Council 18 v. State of New Mexico*, 1-PELRB-2013 the PELRB held that imposing furloughs without bargaining was an exercise of reserved management rights under an article of the parties' CBA reserving to management the right to relieve an employee from duties because of lack of work or other legitimate reason, or under sections reserving to management the right to determine the size and composition of the work force, or to determine methods, means, and personnel by which the employer's operations are to be conducted. Therefore, the State was not obligated to bargain further over the furloughs. See *CWA v. PED*, PELRB Case No 131-11 (October 12, 2012). A similar result should obtain here because the State fulfilled its bargaining obligation by entering into the existing contract. Because I conclude that the Employer has met its bargaining obligation, this case may be distinguished from *County of Los Alamos v. Martinez*, 2011-NMCA-027, 1119, 150 N.M. 326, 258 P.3d 1118. There is no undue deference to the parties' management-rights clause here because, unlike the paramedic incentive pay at issue in the *County of Los Alamos* case, the mandatory subject of bargaining at issue *has* been bargained and is covered in the CBA. Therefore, there has been no unilateral change. It is the policy of this Board that a PPC over unilateral changes should be reserved for situations where the contract does not speak to those issues and there was no bargaining or where a clear term of the contract was modified in violation of the duty to bargain in good faith. None of those conditions exist here.

Furthermore, HSD complied with that CBA's terms when it left behind subjective productivity measures, implementing instead the measurable and objective criteria called for in the CBA's Article 15(2).

The Union's representative, Joel Villarael, testified that there are several problems with implementing the production "quotas" at issue that the union argues constitute a breach of the contractual obligation to ensure evaluation criteria are "…applied fairly, objectively and equitably." For example, he testified that no credit is given for Fair Hearings "no shows" and that there are various inefficiencies attributed to software failures in ASPEN. Several witnesses testified about "work-arounds" necessary to get ASPEN to perform as needed. There is no issue now before me as to whether any such problems constitute a breach of the contract's requirement that evaluation criteria are "…applied fairly, objectively and equitably" because there is no allegation that anyone has been disciplined or denied a benefit because of the unfair or inequitable application of the 2017 performance measures. It is important to remember that pursuant to Article 15, § 2(B) "The Employer shall take into account when evaluating an employee's performance, matters outside an employee's controls, such as equipment and resource problems and lack of training.'

It remains to be seen whether in a proper case, perhaps in a grievance arbitration proceeding, whether the Employer has not properly taken into account the kind of extenuating circumstances Mr. Villarael testified about or whether the quotas are unreasonably high. The fact that the Union may have identified issues with the performance criteria that would call for consideration of the "fair application" clause of Article 15, § 2(B) is not evidence that HSD breached the "objective standards" clause of the same Article.

Based on the foregoing analysis, the preponderance of the evidence supports HSD's affirmative defense that the productivity quota is not subject to bargaining based on Articles

15 and 18 of the CBA as well as the question whether ISD acted within its scope of authority under the CBA.

C. THE UNION DID NOT MEET ITS BURDEN OF PROOF TO ESTABLISH THAT HSD VIOLATED THE PUBLIC EMPLOYEE BARGAINING ACT, SECTION 19(G).

For the reasons stated above the preponderance of the evidence does not substantiate the Union's claim that HSD violated Section 19(G) of the PEBA by refusing or failing to comply with a provision of the Public Employee Bargaining Act or board rule.

DECISION: The Complainant has not met its burden of proof with regard to its claims that the New Mexico Human Services Department committed Prohibited Labor Practices pursuant to § 19(F) of the PEBA (refuse to bargain collectively in good faith with the exclusive representative); § 19(G) (refuse or fail to comply with a provision of the Public Employee Bargaining Act or board rule), and/or § 19(H) (refuse or fail to comply with a collective bargaining agreement) by implementing productivity measures in the Fall of 2017. Conversely, the preponderance of the evidence supports HSD's affirmative defense that the productivity quota is not subject to bargaining based on Articles 15 and 18 of the CBA as well as the question whether ISD acted within its scope of authority under the CBA. Therefore, this Prohibited Practices Complaint should be **DISMISSED** and the Complainant should take nothing thereby.

Issued, Wednesday, August 01, 2018.

Thomas J. Griego
Hearing Officer
Public Employee Labor Relations Board
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Albuquerque, New Mexico 87120