

**STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD**

In re:

**MESA VISTA FEDERATION
OF TEACHERS/AFT,**

Complainant,

v.

PELRB 109-20

MESA VISTA SCHOOLS,

Respondent.

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board (“Board”) on appeal by the Complainant of the Hearing Officer’s Report and Recommended Decision (“Recommended Decision”) concluding that the Union failed to make a prima facie case of anti-union discrimination in violation of the Public Employee Bargaining Act (PEBA), NMSA 1978, §§ 10-7E-19. After hearing oral argument from Union’s counsel, Shane Youtz, and the School District’s counsel, Dina Holcomb, after reviewing the Recommended Decision and being otherwise sufficiently advised the Board voted 2-1, Chair Bowers dissenting, to adopt the Findings, Conclusions and rationale of the Recommended Decision as its own.

WHEREFORE, the Board adopts the Hearing Officer’s Report and Recommended Decision without modification and the complaint shall be closed.

PUBLIC EMPLOYEE LABOR RELATIONS BOARD

12/15/2020
DATE

Marianne Bowers
MARIANNE BOWERS, BOARD CHAIR

**STATE OF NEW MEXICO
PUBLIC EMPLOYEE LABOR RELATIONS BOARD**

In re:

**MESA VISTA FEDERATION
OF TEACHERS/AFT,**

Complainant,

v.

PELRB No. 109-20

**MESA VISTA CONSOLIDATED
SCHOOLS,**

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 a Prohibited Labor Practice charge alleging that Respondents transferred Teresa Sandoval, in violation of § 10-7E- 19(A), (B), (C), (D), (E) and (G) of the PEBA. The basis for the Complaint is that the Mesa Vista Consolidated Schools retaliated against Union President Teresa Sandoval after she sent an email to the Principal of the middle school/high school where she worked that was considered by the Principal to be disrespectful. The Principal proposed issuing a letter of reprimand against her for the alleged disrespect but the threatened discipline was retracted. Less than a week later Ms. Sandoval was transferred from the middle school/high school to elementary school. The Mesa Vista Federation of Teachers/AFT suggests that the timing of the transfer creates a presumption of its illegality, and the stated business reasons for the transfer are pretextual.

Respondent contends that it has retained the right to assign and transfer all employees within the District. Assigning Ms. Sandoval to duties at the elementary school was done in conformity with the involuntary transfer requirements of the parties' CBA based on the needs of the District, its financial constraints, and in the best interest of students. Respondent denies that the email exchange between

Ms. Sandoval and her Principal had any effect upon the previously made decision to transfer her from one teaching position to another, with no loss in salary.

Petitioner has the burden of making a prima facie case of retaliation resulting in an adverse employment action. If the Complainant succeeds in making its prima facie case the burden shifts to the Employer to prove that anti-union animus was not a factor in the employment action.

A hearing on the merits was held on two days beginning on September 30, 2020 and continuing on October 1, 2020. At the conclusion of the Union's case in chief the Respondent moved for a Directed Verdict, which Motion was granted and the Prohibited Practices Complaint dismissed for the reasons set forth herein.

FINDINGS OF FACT:

1. The Petitioner is the exclusive bargaining representative for the Teachers who are employed by Mesa Vista Consolidated Schools ("Employer" or "District"). The bargaining unit is recognized as Mesa Vista Federation of Teachers (MVFT), which is part of the American Federation of Teachers (AFT). (Stipulated in Pre-Hearing Order.)
2. The PELRB has jurisdiction over this matter. (Stipulated in Pre-Hearing Order.)
3. At the time of the actions, the parties were under a collective bargaining agreement ("CBA") that went into effect July 9, 2019 and was in effect through June 30, 2020. (Stipulated in Pre-Hearing Order.)
4. In early April, teachers engaged in discussions among a Professional Learning Community (PLC) regarding the progress of distance learning. (Stipulated in Pre-Hearing Order.)

5. On April 8, 2020, Ms. Sandoval sent an email to Mr. Apodaca (the middle school/high school principal) and others titled “Professional Disappointment”.
(Stipulated in Pre-Hearing Order.)
6. A short time later, Mr. Apodaca sent an email to Ms. Sandoval and others notifying Ms. Sandoval that he was requesting a meeting with her and that “this meeting will be disciplinary in nature.” He concluded: “I will expect a grievance as usual. Have good day.” (Stipulated in Pre-Hearing Order.)
7. On April 14, Mr. Apodaca stated by email: “I will not be moving forward with a letter of reprimand and will not require a meeting with you at this time.” (Stipulated in Pre-Hearing Order.)
8. On April 20, 2020, Superintendent Albert Martinez issued a letter to Ms. Sandoval informing her of a Notice of Transfer. (Stipulated in Pre-Hearing Order.)
9. Ms. Sandoval was moved from the Middle School/High School, where she had taught for 11 years, to the elementary school, El Rito, teaching third grade in Fall 2020. (Stipulated in Pre-Hearing Order.)
10. The parties’ CBA in effect at the time includes Article 15, governing Vacancies and Transfers. Article 15, subparagraphs 1 and 4, concerning Involuntary Transfers provide in pertinent part:

“...1.2 ‘Transfer’ shall mean a lateral move from (1) one worksite to another within the same job classification...

1.4 ‘Involuntary Transfer’ shall mean a transfer initiated by the District...

4.1 Any change in assignment shall be considered an involuntary transfer.

4.2 Prior to such change, an employee will be given the reasonable written notice of the change and the written reasons therefore. An employee may request a meeting with management and the Federation to discuss the change. The affected employee will be given the opportunity to voluntarily apply for other vacancies for which the employee is qualified.”

Exhibit J-1.

13. The April 20, 2020, Notice of Transfer letter from Superintendent Albert Martinez

provided the following pertinent information to Ms. Sandoval:

“... Specifically, your transfer/reassignment was determined to be in the best interest of the District’s instructional program. Your current PED licensure qualifies you for either vacant teaching positions, 2nd or 3rd grade, at El Rito Elementary School. These two teaching vacancies are the only positions that are currently open and for which you are licensed.

Several factors have guided the decision to eliminate all middle and high school in-class, teacher led instruction based Spanish courses and replace them with online based instruction. Along with this course of action, the district is proposing additional changes to the educational plan within the district to meet the financial and educational needs of our students and school district. The following reasons have led to this decision:

1. The Mesa Vista Consolidated School District has received a reduction in funds for the 2020-2021 school year.
2. The Mesa Vista Consolidated School District has currently applied for emergency funding from the state for the 2019-2020 school year placing the district in a financial emergency.
3. Decreased enrollment and participation in the four Spanish courses offered by Mesa Vista Middle and High School. The Spanish courses total enrollment is 66, Physical Education/Health 132, Agriculture 66.
4. Your class sizes are as follows: Spanish I - 18, Spanish II - 2, Spanish 7th - 24, Spanish 8th - 22, Dual Credit (2nd period) - 3, Dual Credit (5th period) - 1.
5. You have a total of 6 students in three class periods. In these three classes the teacher to student ratios are 3:1, 1:1, and 2:1.
6. The average Mesa Vista Middle and High School student to teacher ratio is 18:1, your student to teacher ratio is 11.5:1.
7. The Spanish program has the lowest number of courses offered by the Mesa Vista Middle and High School of any elective program. Spanish offers four courses, Physical Education/Health offers six courses and Agriculture offers 5 courses.
8. The four Spanish courses can be covered by the Edgenuity Online program. The school district currently has the capability to add the four courses to the current list of courses offered by the Edgenuity program at Mesa Vista Middle and High Schools.
9. In addition to the four Spanish courses the Edgenuity program can also offer Spanish III, French, and German courses. This will expand our elective options for our students in grades 9-12.

10. The Edgenuity program will be able to cover multiple courses in one period, with one instructor. The current Spanish program only allows for students enrolled in one course to be in the same class.

11. The Edgenuity program will allow the district to meet graduation and college requirements.

12. The district currently has two other teachers at the high school and middle school level that are TESOL¹ and Bilingual endorsed.

Please notify me within 5 working days of your preference for either the 2nd or 3rd grade teaching position so we can properly advertise for the remaining vacancy. If I do not hear from you within this period of time, I will assign you to the 3rd grade position and advertise for the 2nd grade position. Thank you for your service to District.”

(Exhibit J-2.)

14. Teresa Sandoval testified that she did not respond to the letter, Exhibit J-2, and was subsequently transferred to the 3rd grade position referred to therein according to the terms of the letter. (Audio record Day 1 at 3:28:10 – 3:28:18.)
15. All email communications reflected in Exhibits A-E occurred April 8-9, 2020 during the school day and in reference to the Mesa Vista Professional Learning Community regarding the progress of distance learning. (Exhibits A-E.)
16. Ms. Sandoval’s testimony that her email references to her “team” refer to her union negotiating team is not credible because the context of the emails expressly refer to the PLC team. (Audio record Day 1 at 2:00:00 – 2:00:08.)
17. At about the same time that Ms. Sandoval was given notice of her transfer, Mesa Vista Consolidated School District advertised an available position at her school for a teaching position requiring endorsements that she possesses in English, Honors English, Online Instructor and Testing Coordinator. She elected not to apply for that position. (Exhibits H-1 and H-2; Audio record Day 1 at 3:28:36 – 3:31:20.)

¹ TESOL is an acronym that stands for “Teaching English to Speakers of Other Languages”.

18. She also elected not to apply for a second advertised open position for a High School teacher shown on Exhibit H-3 and H-4. (Audio record Day 1 at 3:31:20 – 3:31:40.)
19. She further elected not to apply for a third advertised open position for an ELA/Math Teacher shown on Exhibit H-6 and H-7. (Audio record Day 1 at 3:31:40 – 3:32:02.)
20. Exhibit J is a Mesa Vista Middle/High School Class Schedule for the 2020-2021 school year (mislabeled as being for the 2019-2020 school year) and shows a reassignment of several teaching positions in addition to that held by Ms. Sandoval when compared with Exhibit 6, a corrected 2019-2020 school year class schedule. (Audio record Day 1 at 00:45:25 - 00:47:23; 02:37:22 – 02:38:27.)

REASONING AND CONCLUSIONS OF LAW:

At the close of the Complainant’s case the Employer moved for a “directed verdict”, essentially moving for dismissal on grounds that there was insufficient evidence to support an element of the alleged violations. Under New Mexico case law, a motion for directed verdict should not be granted unless it is clear that “the facts and inferences are so strongly and overwhelmingly in favor of the moving party that the judge believes that reasonable people could not arrive at a contrary result.” *Melnick v. State Farm Mut. Auto. Ins. Co.*, 1988-NMSC-012, ¶ 11, 106 N.M. 726, 749 P.2d 1105. “A directed verdict is appropriate only when there are no true issues of fact to be presented to a jury. The sufficiency of evidence presented to support a legal claim or defense is a question of law for the [district] court to decide.” *Sunwest Bank of Clovis, N.A. v. Garrett*, 1992-NMSC-002, ¶ 9, 113 N.M. 112, 823 P.2d 912 (citations omitted). That same standard has been historically followed by this Board when such a motion is made in a Prohibited Practices Hearing on the Merits.

In this case the Complainant has the burden of proving each element of its claims that transferred Teresa Sandoval, in violation of § 10-7E- 19(A), (B), (C), (D), (E) and (G) of the PEBA, and with regard to the claimed retaliation must prove a prima facie case before the burden would shift to the Employer to prove a legitimate non-retaliatory reason for the transfer. I address each claimed violation in turn.

§ 19(A) Claim. § 10-7E-19(A) prohibits discrimination on the basis of an employee's membership in a labor organization:

“A public employer or the public employer's representative shall not:

- A. discriminate against a public employee with regard to terms and conditions of employment because of the employee's membership in a labor organization...”

The kind of conduct recognized by this board as supporting a claim for retaliation includes conduct alleged here constituting discrimination in hiring, tenure or term and condition of employment, because of union involvement. Overt adverse action, such as discipline or discharge is absent from this case. Complainant asks us instead to consider less overt action such as assigning Ms. Sandoval more difficult work tasks; changing her schedule; changing her work assignments because she was engaged in union activity or other protected concerted activity. See, *AFSCME Council 18 v. NM Tax & Rev. Dep't.*, PELRB Case No. 104-12, 55-PELRB-2012. (Directed verdict granted when union did not meet its burden of proof with regard to alleged violation of §§ 19(A) and (B)). See also *New Mexico Corrections Department v. American Federation of State, County, and Municipal Employees, Council 18, AFL-CIO*, No. A-1-CA-34737 (J. Hanisee, September 5, 2017) (In re: PELRB 105-09; 11 PELRB 2009). In that case the New Mexico Court of Appeals affirmed and adopted this Board's order finding the Department to have violated § 19(A) of the Act and in so doing recognized that under Section 10-7E-19(A), union membership is an identifiable characteristic that may

not serve as the basis for treating an otherwise similarly situated public employee differently with respect to the terms and conditions of his or her employment.

“Here, the uncontroverted facts are that the Department treated state employees who were members of the union (Blair and Molina) differently than a state employee who was not (Cruz) by allowing the non-union employee to use a state vehicle to attend the same Department-called meeting for which the union employees’ request to use a state vehicle had been denied.”

Id. at ¶ 11.

Here, the Complainant offered no evidence of any Mesa Vista teachers treated differently than was Ms. Sandoval, much less that any difference was due to non-membership in the union. To the contrary, the preponderance of the evidence established that several Mesa Vista teachers were involuntarily transferred at the same time as was Ms. Sandoval (*Cf.* Exhibits J and 6) and no evidence was offered as to their union membership status. Without a comparator it is impossible to conclude that Ms. Sandoval who was an active union member and officer, was treated differently than a teacher who was not.

For that reason alone, it was appropriate to grant a directed verdict as to Complainant’s Section 19(A) claim. But beyond that, her transfer was in accord with Article 15 of the CBA, governing Vacancies and Transfers. The existence of Article 15 is evidence of the parties’ intent to reserve such transfers to management discretion. She was given reasonable written notice of the change transfer and the reasons therefore, which are quite compelling. She declined to exercise her contractual rights to meet with management and the Federation to discuss the transfer and declined to apply for other vacancies for which she was qualified and that would have left her in the high school from which she was being transferred had she been selected. Her belief that she would not have been selected for those jobs is not reasonable and does not excuse her not trying.

I recognize that a proper transfer may be used for an improper purpose and thereby support a claim for discrimination under Section 19(A). I am also aware that an improper purpose may be inferred from circumstantial evidence. Complainant relies on the following circumstantial evidence to prove improper purpose:

1. Theresa Sandoval was acting in a union capacity or on behalf of other employees when she used rude language and was threatened with disciplinary action for that.
2. A short time after threatened discipline was withdrawn, she was involuntarily transferred.
3. Gloria Lopez was asked by Principal Apodaca whether she was willing to move from elementary school teaching duties to teach Spanish at the middle school/high school from which Ms. Sandoval was being transferred.

The above “facts” are in whole or in part disputed by the Employer. The record is unclear whether Theresa Sandoval was acting in a union capacity in any of her correspondence prior to challenging her proposed discipline - she never mentioned her union office in any of that correspondence, did not sign the email in her union capacity and all email correspondence originated on her school email account, not a union or personal email. She acknowledged in her testimony that she simply assumed all parties knew she was acting in a union capacity - an assumption that I conclude was not reasonable. The evidence makes no connection, other than temporal proximity, between threatened and withdrawn discipline by her Principal, Mr. Apodaca, and a subsequent involuntary transfer by her Superintendent, Albert Martinez. Complainant’s counsel acknowledged that there was no evidence of a similarly treated or situated non-union employee to which any comparison could be made for proof of discrimination because of union membership.

Based on the foregoing I find insufficient evidence from which I might reasonably infer that the transfer was discrimination based on union membership, and so, the Complainant did not prove its prima facie case of discrimination under Section 19(A). Consequently, the burden of proof does not shift to the employer to prove a non-discriminatory reason, though such evidence exists at least in Exhibits J-2, J and 6.

Accordingly, the facts and inferences in this case are so strongly and overwhelmingly in favor of the District with regard to the Section 19(A) claim that reasonable people could not arrive at a result other than dismissal of that claim by granting the employer's motion for a directed verdict.

§ 19(B) Claim. Section 10-7E-19(B) of the PEBA makes it a prohibited labor practice to:

“interfere with, restrain or coerce a public employee in the exercise of a right guaranteed pursuant to the Public Employee Bargaining Act or use public funds to influence the decision of its employees or the employees of its subcontractors regarding whether to support or oppose a labor organization that represents or seeks to represent those employees, or whether to become a member of any labor organization; provided, however, that this subsection does not apply to activities performed or expenses incurred:

- (1) addressing a grievance or negotiating or administering a collective bargaining agreement;
- (2) allowing a labor organization or its representatives access to the public employer's facilities or properties;
- (3) performing an activity required by federal or state law or by a collective bargaining agreement;
- (4) negotiating, entering into or carrying out an agreement with a labor organization;
- (5) paying wages to a represented employee while the employee is performing duties if the payment is permitted under a collective bargaining agreement; or
- (6) representing the public employer in a proceeding before the board or a local board or in a judicial review of that proceeding.”

When asked for his best evidence of a Section B violation, Complainant's counsel pointed to the same threat of discipline for speaking out as outlined in the Section A analysis above.

Though not specified, presumably the PEBA right allegedly being interfered with was the right found in NMSA 1978 §10-7E-5(A) and (B) to “assist a labor organization for the purpose of collective bargaining... without interference, restraint or coercion and...to engage in other concerted activities for mutual aid or benefit...”.

Under the NLRA, an essentially identical provision is directed against a very narrow type and limited number of activities, such as establishment of a “company union”, infiltration of unions by lower-level supervisors; or failing to maintain neutrality between competing unions. See generally JOHN E. HIGGINS, *THE DEVELOPING LABOR LAW* (7th Ed.) Chapters 8.I; 8.VII; 12.III.C.2; 13.VIII.A and B.

As in the section 19(A) analysis above, *AFSCME Council 18 v. NM Tax & Rev. Dep’t.*, PELRB Case No. 104-12, 55-PELRB-2012 is instructive. In that case, a motion for directed verdict was granted where there was no evidence introduced by the Complainant to show that the restriction in that case interfered with union business so that PEBA § 19(B) would be implicated.

The evidence relied on by the complaint does not support a conclusion that the District committed any of the narrow range of offenses properly brought under this section.

Therefore, I conclude that reasonable minds cannot disagree that Complainant did not meet its burden of proof regarding alleged violation of § 19(B). While the Complainant has established that Ms. Sandoval was the union’s President and engaged in some protected concerted activities it has not established any connection between those activities, her status as the Union President and the decision to transfer her to the elementary school. Nor has it established that the transfer was an adverse employment action since there was no loss of pay or benefits and several of complainant’s witnesses testified that a broader range of experience at both the middle/high school level and the elementary level is a professional

benefit. Accordingly, I can find no evidence to support a claim that the District violated PEBA § 10-7E-19(B) and that claim should be dismissed.

§ 19(C) claim. PEBA § 10-7E-19(C) prohibits domination or interference in the formation, existence or administration of a labor organization. Counsel argues that § 19(C) was violated because Ms. Sandoval was the union President and the involuntary transfer impaired her ability to carry out the duties of that office. There is no evidence of any interference in administration of the union and no evidence that the transfer or withdrawn discipline impaired her ability to carry out the duties of her office in any way. She continued to serve, and was serving at the time of the hearing, as union President after the events at issue. Based on absence of any supporting evidence from which I might reasonably infer domination or interference in the formation, existence or administration of a labor of the union, the Complainant did not prove its prima facie case under Section 19(C) and dismissal of that claim was appropriate.

§ 19(D) claim. PEBA § 10-7E-19(D) prohibits discrimination with regard to terms and conditions of employment to discourage union membership. As explained in the analysis of the § 19(A) claim, without evidence of a comparator, complainant cannot establish a prima facie case because there would be no basis from which to infer first, that the alleged discrimination occurred, and second, that the alleged discrimination was for the purpose of discouraging union membership. Counsel argues that union membership is *necessarily* discouraged by punishing union president but without evidence that anybody dropped out of the union or failed to join out of fear because of what happened to Ms. Sandoval, that argument is mere speculation. An opposite argument may be made, that union membership is encouraged by the alleged reprisal because of a sense of protection in numbers. Without more, neither argument can be proved and in this case the absence of evidence works to the

detriment of Complainant's § 19(D) claim. Even if I accept the arguable premise that discrimination resulted, I can find no evidence to support a claim that the District discriminated *for the purpose of* discouraging union membership. According to Exhibit J-2 several bona fide factors guided the District's decision to eliminate all middle and high school in-class, teacher-led, instruction-based Spanish courses and replace them with online based instruction, including a financial emergency due to reduction in funds for the 2020-2021 school year, decreased enrollment and participation in the four Spanish courses offered by Mesa Vista Middle and High School. Therefore, there is no evidence to support Complainant's claim under § 10-7E-19(D) and that claim was properly dismissed.

§ 19(E) claim. PEBA § 10-7E-19(E) prohibits discharging or otherwise discriminating against a public employee "because the employee has signed or filed an affidavit, petition, grievance or complaint or given information or testimony pursuant to the provisions of the Public Employee Bargaining Act or because a public employee is forming, joining or choosing to be represented by a labor organization".

Complainant argues that the April 8 email from Sandoval to Apodaca constitutes a "complaint" as contemplated under Section 19(E). I am doubtful, given the formality of the surrounding context such as filing an "affidavit" or "Petition" or testifying in a proceeding. Accepting for the sake of argument that the email is a "complaint", for all of the reasons set forth in the preceding analyses, Complainant has not clearly established that Ms. Sandoval was representing her labor organization when she sent that email and the dispute precipitating it was clearly outside of union activities, being a PLC meeting. As outlined in the preceding analyses, while the Complainant has established that Ms. Sandoval was the union's President and engaged in in some protected concerted activities, it has not established any connection between those activities, her status as the Union President and

the decision to transfer her to the elementary school. Nor has it established that the transfer was an adverse employment action. Accordingly, I can find no evidence to support a claim that the District violated PEBA § 10-7E-19(E) and that claim should be dismissed.

§ 19(G) claim. The PEBA § 19(G) prohibits an employer's refusal or failure to comply with a provision of the Public Employee Bargaining Act or board rule. Counsel did not specify the Act or rule provisions violated or evidence relied upon to support this claim but presumably it is the same evidence and rights outlined in the foregoing claims under §§ 10-7E-19(A), (B), (C), (D) and (E). As there was insufficient evidence to make a prima facie case as to any of those underlying claims, so can there be no evidence to support a claim under § 19(G). Granting the Employer's Motion for a Directed Verdict was appropriate as to the § 19(G) claim.

DECISION: Complainant's primary evidentiary offering is that shortly after her Principal withdrew proposed discipline, Ms. Sandoval was involuntarily transferred. I do not draw an inference of antiunion animus from those two facts because there is insufficient causal connection between them. It is axiomatic that correlation is not causation. The discipline was proposed and withdrawn by one man, her principal, and the transfer by another, the Superintendent of schools. In turn, the decision to affect the transfer was due to a change of curriculum approved by yet a third actor, i.e. the school board. With each step of the process the causal connection becomes more and more remote. Complainant's secondary point is that Ms. Sandoval's position "generates income", so that it made no economic sense to eliminate hers while retaining other courses, such as agricultural courses. Complainant does not dispute that funds for the 2020-2021 school year were reduced, placing the district in a financial emergency. Enrollment was low in the four Spanish courses offered by Mesa Vista Middle and High Schools. Without evidence of either the amount of the "income" generated

by her position or the costs associated with maintaining the position it is impossible to infer antiunion discrimination. Also, the decision to maintain one class as live study in preference to another is due as much to whether it is conducive to online study made necessary because of the COVID 19 pandemic.

To accept Complainant's claims requires connecting three independent actors, the Principal, the Superintendent, and the School Board. In the absence of better evidence, it is too wide a gap to bridge to draw the inferences needed for Complainant to prevail on its claims under §§ 10-7E-19(A), (D) and (E). With regard to those claims that do not require an inference of discrimination, those under §§ 10-7E-19(B), (C) and (G) the evidence is insufficient to establish a prima facie case for the reasons set forth in the analyses above. For the reasons stated the Employer's Motion for a Directed Verdict is granted. The Complaint is **DISMISSED** in its entirety and the Complainants take nothing thereby.

Issued, Tuesday, October 13, 2020.



Thomas J. Griego
Hearing Officer
Public Employee Labor Relations Board
2929 Coors Blvd. N.W., Suite 303
Albuquerque, New Mexico 87120