



**2019-2022  
Full Contract Agreement**

*between*

**University of New Mexico Hospitals**

*and*

**District 1199 NM, National Union of Hospital and  
Health Care Employees, AFSMCE,  
Support Staff Unit**

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## **PREFACE**

University of New Mexico Hospitals (hereinafter the “Hospital”) and National Union of Hospital and Health Care Employees (NUHHCE), American Federation State County Municipal Employees (AFSCME), District 1199NM Support Staff (hereinafter the “Union”) recognize their respective responsibilities under federal, state and local laws relating to fair employment practices.

## **AGREEMENT**

This Agreement is made and entered into by and between the Hospital and the Union, acting herein on behalf of the Employees of the Hospital, as hereinafter defined, not employed and hereafter to be employed and collectively designated as the “Employees.”

## **PURPOSE**

The Hospital and the Union recognize that they are partners in developing, negotiating, and implementing bargaining unit employees’ wages, hours, and the working conditions necessary to provide quality care to those we serve. Accordingly, the purpose of this Agreement, entered into on the dates indicated in the Term of Agreement Article, is to:

1. Maintain harmony, cooperation and an understanding between the Hospital and employees of the terms and conditions of employment;
2. Provide orderly collective bargaining relationships between the Hospital and the Union;
3. Secure prompt and fair disposition of grievances;
4. Assure the efficient operation of the Hospital and uninterrupted service to its patients; and
5. Through a productive, constructive relationship between the Hospital and its employees, provide and improve quality patient care and enhance the professional standards of the employees.

**Article 1**  
**RECOGNITION**

A. General

The parties acknowledge the University of New Mexico Labor Management Resolution, approved by the Board of Regents on May 12, 2006, as the governing policy for the conduct of all relations between the Hospital and the Union.

B. Exclusive Recognition of the Union

1. Hospital recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment for those employees as identified in Appendix A, Seniority Groups. This shall exclude:

- a. All service, maintenance, clerical and technical employees permanently employed at the Children's Psychiatric Center (CPC), Carrie Tingley Hospital (CTH), UNM Psychiatric Center (UNMPC); ASAP Treatment Division (ASAP) and affiliated off-site clinics.
- b. All administrative and supervisory personnel.
- c. Professional employees.
- d. Registered or certified professional and semi-professional employees.
- e. Temporary employees.
- f. All employees averaging nineteen (19) hours or less per week during any calendar quarter.
- g. Security officers and guards.
- h. Employees engaged in personnel work.
- i. Confidential employees.

2. The exclusive recognition of the Union shall not preclude any employee, whether or not the employee is a member of the Union, from representing himself/herself in bringing grievances or matters of personal concern to the attention of appropriate Hospital officials for resolution consistent with the term of this Agreement.

C. An employee, pursuant to this Agreement, is defined as any regular staff employee that has acquired seniority pursuant to Article 11, Section B, Paragraphs 1 and 2. Probationary

employees may be represented with respect to grievances not related to the probationary nature of their employment and the termination of their employment.

**Article 2**  
**CHECK-OFF OF UNION DUES**

- A. No employee shall be required to join or maintain membership in the Union as a condition of employment.
- B. Dues Deductions
  - 1. Employees may elect to become a member of the Union and execute an Authorization for Check-Off of Dues form, which the employee has voluntarily agreed to and indicates so with signature, designating that a portion of his/her wages representing uniform bi-weekly dues be withheld and forwarded to the Union in accordance with the conditions specified on the dues authorization form.
  - 2. Upon receiving an Authorization for Check-Off of Dues form the Hospital shall deduct bi-weekly dues, as fixed by the Union, from the wages paid to the employee. Employees who wish to withdraw from the Union may do so as set forth in the dues authorization form.
- C. Termination of Union Dues
  - 1. The Hospital does not have the authority to stop Union dues deduction unless informed in writing by the appropriate Union official appointed by the Union. This shall apply to employees who sign dues check-off authorization commencing with the date of this agreement.
  - 2. The Hospital shall be relieved from making such “check-off” deduction upon (1) termination of employment (2) transfer out of the bargaining unit, or (3) layoff from work. Notwithstanding the foregoing, upon the return of an employee to work in the bargaining unit following a layoff, the Hospital will resume making said deductions if the employee returns within one year of layoff.
  - 3. An employee who makes a voluntary allotment for dues deduction may not cancel such allotment except as provided in the check-off authorization form unless the employee can demonstrate a hardship to the Union.
- D. Within ten (10) business days after each pay day, the Hospital shall remit to the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, all deductions for dues made from the wages of the employees for that pay period together with a list of all employees and their Employee ID numbers from whom dues have been deducted. The parties also agree to work together to explore implementation of the Hospital’s use of the NUHHCE Electronic Submission Form when remitting dues to the Union.
- E. The Hospital will correct any errors in payment to the Union or to an affected employee within thirty (30) days of notification by the Union or the affected employee, and certification by the Hospital that the Hospital has failed to deduct dues when authorized by

the employee or failed to cease deducting dues when the employee has withdrawn from the union membership and has withdrawn his or her authorization for deduction.

F. By the fifteenth (15th) day of each month, the Hospital shall furnish to the Union the names, addresses, work email address, Employee ID numbers, classifications, birth dates, department names, rates of pay, employee status, and dates of hire of employees in the bargaining unit; the names of employees who are terminated or have left the bargaining unit along with the reason for and the date of termination; the names, classifications, Employee ID numbers and seniority dates of employees placed on an authorized leave of absence of more than thirty (30) days during the preceding month.

G. Solicitation of Membership

Dues or other internal labor organization business shall be conducted only during the non-duty hours of employees concerned in areas other than employee workstations. Solicitation includes electioneering of any kind.

H. The Authorization of Check-Off of Dues form shall be in the form set out below.

### CHECK-OFF AUTHORIZATION

TO: \_\_\_\_\_ (The Employer)

DATE: \_\_\_\_\_

You are directed to deduct from any wages earned or to be earned by me as your employee, such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due to it as my membership dues and/or fees or assessments in said UNION, or such equivalent or related amounts as may be required to fulfill my contractual and lawful obligation. I authorize you to deduct such amount from one (1) or more of my paychecks each month as required and to remit the same to the Secretary-Treasurer of said UNION.

This assessment, authorization, and direction shall become effective upon delivery, subject to the check-off provisions of the current Agreement between the above-named Employer and the Union is voluntary and is not conditioned on my present or future membership in the Union.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year, or until the termination of such collective agreement between the EMPLOYER and the UNION, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive period of one (1) year each or for the period of each succeeding applicable collective agreement between the EMPLOYER and the UNION, which shall be shorter, unless written notice is given by me to the EMPLOYER and the National Union Finance Department at 1319 Locust Street, Philadelphia, PA 19107-5405 not more than fifteen (15) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the EMPLOYER and the UNION, whichever occurs sooner.

This authorization is made pursuant to the provisions of applicable law including Section 302 (c) of the Labor Management Relations Act of 1947.

Print Name\_\_\_\_\_ Employee ID #\_\_\_\_\_  
Dept.\_\_\_\_\_ Signature\_\_\_\_\_  
Home Address\_\_\_\_\_  
Email Address:\_\_\_\_\_

- I. The provisions of Article 2 of the Agreement shall supersede any conflicting or contrary provisions in the context of this Check-Off Authorization.
- J. The Union shall indemnify and hold harmless the Hospital from any liability arising out of or in connection with such assignment of wages for Union dues.



**Article 3**  
**NON-DISCRIMINATION**

- A. The Hospital or its representatives shall not interfere with, restrain, intimidate, coerce, discriminate against, or threaten employees in the exercise of their rights to join or refrain from joining a labor organization, or because of membership in the Union or activity on behalf of the Union. Nor shall the Hospital dominate or interfere with the formation or administration of the Union, or contribute financial or other support to it; encourage or discourage membership in the Union activity by discrimination in regard to hire or tenure of employment or any term or condition of employment.
- B. No member of the bargaining unit nor any representative of the Union shall restrain, intimidate, coerce or threaten employees in the exercise of their rights to join or to refrain from joining the Union. Neither will any member of the bargaining unit nor any representative of the Union cause or attempt to cause the Hospital to discriminate against an employee because of any form of Union activity.
- C. It is the policy of the Hospital and the Union that the provisions of this Agreement be applied to all employees without regard to race, color, religion, political belief, age, sex, sexual orientation, gender identity, creed, national origin or disability, with respect to tenure of employment or any term or condition of employment.
- D. Bullying can adversely affect the dignity, health, and productivity of all individuals in the workplace and, therefore, is not acceptable and will not be tolerated. Bullying is defined as: (1) repeated mistreatment of any individual(s); (2) by physical abuse, verbal abuse, cyber abuse, threats, intimidation, humiliation, misrepresentation, favoritism, and/or sabotage of job or personal well-being, whether publicly or in private; (3) that creates or promotes an adverse and counterproductive environment. Bullying is not about occasional differences of opinion, conflicts, and problems in workplace relationships as these may be part of working life. There will be no retaliation for addressing any concerns in the workplace in good faith.
- E. The parties will strive to resolve concerns under this Article informally at the lowest level prior to the filing of a grievance. Remedial action can include intervention, training, mediation, counseling services, and disciplinary action for any employees. Any grievance charging a violation of this Article will be processed in accordance with Article 7, Grievance Procedure, Step Three. A detailed statement setting forth all the facts in support of the allegation must be filed within three (3) workdays from the date the grievance is filed. A failure to submit such a statement will render the grievance null and void.

**Article 4**  
**MANAGEMENT RIGHTS**

- A. The Administration of all matters covered by this Agreement shall be governed by, and be subject to applicable constitutional provisions, federal and state laws and regulations, The Joint Commission (TJC) standards, and, to the extent not inconsistent with this contract, the policies adopted by the Board, the Regents and UNMH administration. In all matters covered by this Agreement, except as otherwise relinquished or modified by the terms of this Agreement, the Hospital retains the exclusive right to:
1. Determine the mission of UNMH;
  2. Set standards;
  3. Exercise control and discretion over UNMH organization and its operations;
  4. Direct employees of UNMH to hire, promote, transfer, assign, and retain employees in positions within UNMH, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
  5. Relieve employees from duties because of lack of work or for other legitimate reasons;
  6. Maintain the efficiency of the operations entrusted to the administration;
  7. Determine the methods, means, and personnel by which UNMH operations are to be conducted; and
  8. Take whatever actions may be necessary to carry out the functions and mission of UNMH and maintain uninterrupted service to its patients in situations of emergency.
- B. The Hospital recognizes the interest of employees in contributing to the mission of the Hospital in delivering quality patient care and encourages the constructive participation of employees in accomplishing this objective.

**Article 5**  
**UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS**

- A. No employee shall engage in any Union activity, including the distribution of literature, that interferes with the performance of work during work time or in work areas of the Hospital. Solicitation of memberships or dues, campaigning for internal Union office, or other internal Union business shall be conducted only during the non-duty hours of the employees concerned and in areas other than the employees' workstations.
- B. The District President of the Union or designee shall notify the Administrator for Human Resources or designee in writing of the Union representatives or designees authorized to visit the Hospital on behalf of the Union. When a representative is away from work for a week or longer, the Union may notify the Administrator of Human Resources or designee of a replacement.
- C. Representatives of the Union shall have reasonable access to the Hospital for the purpose of monitoring the administration of this Agreement and shall not interfere with patient care or Hospital operations. Visits shall be of reasonable duration and frequency. When warranted by special or unusual circumstances, arrangements may be made with the approval of the Administrator for Human Resources or designee for additional visits and/or time during the week. Union Representatives staff the table in the 2ACC elevator lobby Mondays and Thursday from 11:30 am – 1:00 pm. Other Union staff and/or officers may visit the Hospital on occasion when given prior approval by the Administrator for Human Resources or designee.
- D. Where a Union representative finds it necessary to enter a department or unit of the Hospital for purposes of monitoring this contract or redressing grievances, the representative during normal business hours (8am-5pm) shall first advise the Administrator for Human Resources or designee in advance. For any approved visit outside normal business hours, the representative shall follow the same procedure by reporting to the Hospital's RN On-Duty House Administrator and in his/her absence the Administrator on Call. The RN On-Duty House Administrator may be contacted through the Hospital operator (272-2111). Under no circumstance is the representative to enter any work area of the Hospital without reporting as provided herein and identifying self with 1199NM ID badge. When Union representatives visit off-site clinics, they will check in with the manager on duty at the clinic identifying self with 1199NM ID badge.
- E. Upon entering any work area of the Hospital, the representative shall first report to the supervisor on duty and inform the supervisor of the purpose of the visit. Any discussion with employees shall be conducted in a non-patient care area designated by the supervisor. Visits with employees shall be of limited duration and will not be permitted when employees are engaged in the delivery of patient care or during their work time (breaks and lunch hours excluded). Any problem in this regard shall be brought to the attention of the Administrator for Human Resources or designee for resolution. Any non-employee union representative activities in the Hospital shall be limited to those provided herein.

- F. Under no circumstances shall the representative enter nursing stations, medication rooms, patient rooms or wards, patient treatment areas or other areas where patient care is delivered. While in any work area, the representative's contacts shall be restricted to members of the bargaining unit except as may otherwise be provided.
- G. While in the Hospital, the representative shall abide by Hospital policies, rules and regulations which will be provided to the Union.
- H. Failure of the designated representative to abide by the provisions herein shall be reported to a Chapter President, Chapter Chief Delegate, and/or the District President for prompt resolution.
- I. The Hospital will provide forty-six (46) locked, enclosed bulletin boards, including twelve (12) in the BBRP, for use by District 1199NM in posting Union-related materials and notices for both bargaining units. The Human Resources Department shall retain duplicate keys. The location of these boards will be agreed on mutually between the Union and the Administrator for Human Resources and shall be in conspicuous places, readily accessible to employees in the course of their employment. When units with a bulletin board are transferred to a different facility, the Hospital shall notify the Union and the parties shall meet to decide upon the location for the transferred bulletin board. When a new clinic or facility is scheduled to open, the Hospital shall notify the Union and the parties shall meet to decide upon the location, number, and cost of new bulletin board(s), which shall be determined by the size of the clinic/facility and number of employees. (These new bulletin boards will be in addition to the already existing forty-six (46) locked, enclosed bulletin boards, including twelve (12) in the BBRP.)
- J. No material which is libelous, of a partisan political nature, or of a personally derogatory nature shall be posted by the Union or the Hospital. No material that is directed at organizing non-bargaining unit employees shall be posted on Union bulletin boards.
- K. Union Representatives and delegates shall be allowed access to appropriate materials in personnel files which directly relate to an alleged Contract violation, provided the employee's written consent is presented to the Human Resources Department. The Hospital shall not use any materials from an employee personnel file, for purpose of discipline or in the grievance procedure, which have been specifically denied the Union in a request for access.
- L. The work schedules of employees elected as Union delegates shall be adjusted to permit attendance at regular delegate assembly meetings, delegate training sessions and Union conventions, providing Hospital operations shall not be impaired. Delegates shall inform their supervisors of such events prior to the posting of the affected schedule as provided in Article 10, Sections F and G.
- M. During new employee orientation, a Union representative shall be allotted time in the schedule, excluding breaks or lunch periods, to make a presentation to those employees who choose to participate. The parties shall agree upon language used to introduce the

Union representative(s). The Union representative may offer employees a copy of the Agreement and a current list of Union Representatives/Delegates by area. The Hospital and the Union mutually agree to refrain from coercive or disparaging comments that interfere with employees' rights to join, or not join, the Union.

- N. This Agreement provides a procedure for orderly Union representation to employees who have reason to believe they have been aggrieved pursuant to the terms of this Agreement. It also contains an orderly procedure for the Union to grieve concerning interpretations of the provisions of this Agreement. Therefore, employees shall not engage in unruly demonstrations in the Hospital in support of an employee or union.
- O. For purposes of training new delegates, a delegate trainee may accompany a Union representative to investigatory and disciplinary meetings on the delegate trainee's non-work time provided the employee being investigated or disciplined raises no objection to the delegate trainee's presence at the meeting.
- P. The Union may submit proposed bargaining unit email communications to the Director of Employee and Labor Relations for consideration and, if the text of the communication is mutually agreed upon, dissemination by the Hospital within 24 business hours.

**Article 6**  
**REPRESENTATION**

- A. The Union shall be permitted one (1) delegate including officers for the equivalent of every twenty-five (25) full time employees or major fraction thereof. All employees across the bargaining unit who are .5 or above will be added together by the fractional position they hold to determine the number of full time equivalents for purposes of this provision.
- B. Delegates must be employees in the bargaining unit.
- C. Each delegate shall be assigned to represent employees working in a specific area and/or unit as may be designated by the Union. The areas of assignments shall be on a reasonable and logical basis.
- D. The names of delegates will be given, and updated as they change, in writing to the Administrator for Human Resources or designee.
- E. Each delegate shall be permitted to leave their departments during work hours without loss of pay for reasonable periods of time based upon the understanding that such time only be devoted to adjusting grievances and representing employees in accordance with the grievance procedure, updating Union bulletin boards, or other legitimate Union business. When a specific delegate needs more than one (1) hour within a week to participate in disciplinary procedures or for handling and processing grievances, he/she may draw upon the time allotted for other delegate positions to be used in a non-overtime capacity during the delegate's regular work hours. Only delegates who have been designated in writing by the Union as outlined in Section D above will be eligible for such consideration. Delegates who violate this provision may be subject to disciplinary action.
- F. The three (3) Union Chapter Presidents shall each be permitted four (4) hours paid time per week during regular work hours without loss of pay in a non-overtime capacity for the purpose of meeting with the delegates and/or management, posting bulletin boards and other legitimate activities.
- G. A delegate shall report to the delegate's supervisor at the start of the shift. Thereafter, the delegate may leave their job assignment as patient care and Hospital operations may permit for the purposes noted in Section E above. The Hospital will make reasonable efforts to facilitate delegates' requests to leave their job assignments for this purpose. The Union delegate when on union business, will report to their supervisor when they are leaving from or returning to their job.

For the purposes of administering this Article, upon entering any area whether on or off the delegate's shift, the delegate shall notify the supervisor of the purpose for being in the area. Any activity in this area shall be conducted in a manner that is consistent with patient care and efficient Hospital operations.

- H. When a grievance involves a delegate, another assigned delegate or Representative may represent the delegate.

**Article 7**  
**GRIEVANCE PROCEDURE**

A. Definition

A grievance shall be defined as a dispute or complaint arising between the Parties hereto concerning the proper application, the interpretation, or any alleged breach of this Agreement, which arise during the term of the Agreement. The intent of this Article is to achieve resolution of the grievance at the lowest possible level in the employee's chain of command.

B. Time Limits for Waiver of the Grievance Procedure

1. Any step or meeting in the grievance procedure may be waived, in writing, only by mutual agreement in the grievance procedure may be waived, in writing, only by mutual agreement of the parties. Request for a waiver must be received by the responding party prior to the expiration of the time limits of the Step or meeting to be waived.
2. Time limits may be extended in writing at any step by mutual agreement of the Union Representative and the grievance step's management designee.
3. Grievances not answered in accordance with the grievance procedure shall be deemed automatically appealed to the next step.
4. Time frames will commence from the date the response is received by certified mail, facsimile, email, in person or communicated by direct phone contact with the party responsible for issuing or accepting the response.
5. Any grievance not appealed from one step to the next in accordance with the time limits set forth in this Article shall be considered settled on the basis of Management's last answer and not subject to further appeal.

C. Step One: Immediate Supervisor (Department Manager or Supervisor)

1. Within fifteen (15) work days after an incident has occurred, any employee(s) having a grievance, or the Union Representative/delegate representing the employee, shall file the grievance with the supervisor or the manager who is alleged to have violated the agreement, except as may be permitted otherwise by Section F of this Article.
2. Issues regarding the interpretation of this Agreement shall be addressed directly with the Human Resources Administrator or designee at Step Three.
3. The written grievance shall state the section of the agreement violated explaining the grievance in detail including applicable dates and witnesses or documents and the remedy sought. A statement to the effect that the employee "be made whole"



is not an adequate statement of the remedy sought. The written grievance must be signed by the employee or, if represented, by the Union Representative/delegate.

4. The supervisor shall meet with the grievant(s) and Union representative within ten (10) work days of having received the written grievance. Human Resources personnel shall not attend the Step One grievance meeting unless authorized by the Union.
5. The supervisor shall submit a written answer to the grievance within ten (10) work days of the meeting (or receipt of grievance if meeting mutually waived), which shall provide the rationale for the decision.

D. Step Two: Administrator

1. If the grievance is not resolved at Step One, it may be appealed to the Grievant's Administrator or designee within ten (10) work days after it has been answered at Step One.
2. The appropriate Administrator shall meet with the employee and/or delegate or designated Union Representative within ten (10) work days of having received the grievance.
3. The grievance shall be heard by an Administrator or designee who has not attended any previous disciplinary or grievance meeting underlying the Step Two grievance, except as may be permitted otherwise by the Union.
4. Human Resources personnel shall not attend the Step Two grievance meeting unless authorized by the Union.
5. The Administrator or designee shall provide a written answer to the grievance within ten (10) work days of the date of the meeting (or receipt of grievance if meeting mutually waived), which shall provide the rationale for the decision.
6. Any grievance concerning suspension or loss of seniority may be initiated at Step Two.

E. Step Three: The Human Resources Administrator

1. If the grievance is not resolved at Step Two, it may be appealed to the Human Resources Administrator or designee within ten (10) work days after it has been answered at Step Two.
2. The Administrator for Human Resources or designee shall meet with the delegate/designated Union Representative and grievant within ten (10) work days of having received the grievance.

3. The grievance shall be heard by an Administrator or designee who has not attended any previous disciplinary or grievance meeting underlying the Step Three grievance, except as may be permitted otherwise by the Union.
4. The Human Resources Administrator or designee shall provide a written answer to the grievance within ten (10) work days from the date of the meeting (or receipt of grievance if meeting mutually waived), which shall provide the rationale for the decision.
5. Any grievance concerning dismissal may be initiated at Step Three.
6. Any grievance concerning back pay issues shall be initiated at Step Three and shall be filed within (thirty) 30 workdays after the Union becomes aware of the incident.

F. Class Action Grievances

Any grievance that affects a substantial number or specified class of employees (class action grievance) shall be filed within fifteen (15) work days after the Union learns of the alleged violation however not to exceed twelve (12) months after the incident occurred. A class action grievance that affects employees who work under a single Administrator shall be presented at Step Two. A class action grievance that affects employees who work under multiple Administrators shall be presented at Step Three.

G. Mediation

If the grievance is not resolved at Step Three, the parties may mutually agree in writing, within ten (10) work days of the grievant's receipt of the Step Three decision, to submit the grievance to mediation. The parties may request a mediator be assigned from the Federal Mediation and Conciliation Service, or the parties may mutually agree on another neutral third-party to serve as mediator. All mediated resolutions are subject to approval by the Hospitals CEO. If active mediation continues for ten (10) or more calendar days, either party may declare mediation unsuccessful and proceed to arbitration as provided in Section H of this Article.

H. Arbitration

If a grievance is not resolved at Step Three or in mediation, it may be appealed to arbitration. Notice of Appeal to Arbitration shall be made in writing, to the Director of Labor and Employee Relations for a grievance initiated by the Union or the President of District 1199 NM for a grievance initiated by Management, within fifteen (15) work days after receipt of the grievance response at Step Three or within fifteen (15) work days after the conclusion of unsuccessful mediation, whichever is later. The cost of obtaining the panel of arbitrators shall be shared between the parties.

I. If the Hospital should file a grievance against the Union, the Hospital shall present the

grievance, in writing, to the District President within fifteen (15) work days. The written grievance shall state the section of the Agreement violated explaining the grievance in detail including applicable dates and witnesses or documents and the remedy sought. A statement to the effect that the Hospital “be made whole” is not an adequate statement of the remedy sought. If the grievance is not resolved, the role and order of the procedure of the respective parties shall be reversed. Arbitration will be effected by the parties in accordance with the provisions of Article 8.

**Article 8**  
**ARBITRATION AND THE POWERS OF THE ARBITRATOR**

- A. The arbitrator shall serve on an ad hoc basis and shall have only the powers and functions set forth in this Agreement. During the term of this Agreement, arbitrators shall be selected by mutual agreement of the Parties or (by an alternate striking process) from a panel of arbitrators provided by the Federal Mediation and Conciliation Service. The moving party will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Once the panel has been received the parties shall strike names within ten workdays. The determination of who strikes first shall be determined by a coin toss.
- B. The fees and expenses of the arbitrator shall be shared equally by the Hospital and the Union. If a court reporter is requested by either party, the cost shall be shared equally when both parties order a copy of the transcript. If either party fails to pay for the court reporter's services, they will not be entitled to a copy of the transcript. All other expenses shall be borne by the Party incurring them. Only the Hospital's Administrator for Human Resources and the Union Representative as directed by the District 1199NM President will have the authority to request arbitration.
- C. A Grievance properly appealed to arbitration shall be scheduled for hearing before the arbitrator as soon as possible. The arbitrator shall hold a hearing open to the Parties and examine the witnesses of each Party. Each Party shall have the right to examine or cross-examine the witnesses, to offer exhibits and make a record of the proceedings.
- D. It shall be the function of the arbitrator to duly hear the case and to render a written decision within a reasonable period of time after the hearing has concluded. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any written supplementary agreements hereto, nor shall the arbitrator have any power to establish or change any wage; to rule on any issue or dispute arising under the Employee Retirement plan, Insurance Plans, Article 24 or UNM Labor Management Resolution. Any case appealed to the arbitrator for which the arbitrator has no power to rule shall be referred back to the Parties without decision.
- E. If an employee is disciplined as a result of conduct relating to a patient and the patient does not appear at the arbitration proceeding, the arbitrator shall not consider the failure of the patient to appear as prejudicial to either side and shall fairly consider all of the evidence available. "Patient" is defined as one seeking admission, care or treatment in clinics or emergency rooms as well as one who has already been admitted and the parents or guardian of a minor child or a duly designated guardian of an adult patient.
- F. The grievance and arbitration procedure contained herein shall be the sole and exclusive means of settling any dispute arising under this Agreement. The arbitrator has no power to render a decision and or award that may violate or be contrary to applicable federal or state laws and regulations, TJC standards or other accrediting organization's requirements, or the UNM Labor Management Resolution. The arbitrator's decision shall be final and binding on the Hospital, the Union and employees; except that either Party may appeal the

Arbitrator's decision to District Court as provided in the New Mexico Uniform Arbitration Act.

- G. A substantiated claim for back pay arising out of improperly denying an employee employment to which the employee was entitled lawfully shall not be valid prior to the date a grievance was filed in writing except for the fifteen (15) days' period set forth in this Agreement. Full settlement upon sufficient showing of the impropriety of the denial shall be limited to the amount the employee otherwise would have earned from employment with the Hospital during the period defined less the following:
1. Any Unemployment Compensation that the employee is not obligated to repay or which the employee is obligated to repay but has not repaid or authorized the Hospital to repay.
  2. Compensation for personal services other than the amount of compensation the employee was receiving from any other employment at the time the employee last worked for the Hospital and would have continued to receive had the employee been working at the Hospital during the period covered by the claim. An employee may be required to show proof of earnings for the period covered by the claim before any back pay is paid.

**Article 9**  
**EMPLOYEE DISCIPLINE**

- A. No employee shall be disciplined except for just cause. Discipline is defined as a written reprimand or suspension or dismissal. Discipline will be done in private.
- B. If a discussion with an employee's supervisor or management representative could reasonably result in a disciplinary action being initiated, the employee will have the right to Union representation and will not be dissuaded from requesting representation. No further discussion will take place until the Delegate or Union representative is provided the opportunity to be present. However, the unavailability of Union representation will not cause the interview to be delayed for more than 24 hours. Time limits may be extended if the Parties are in agreement.
  - 1. In the event of a reasonable suspicion drug/alcohol test, the employee will have the right to Union representation and will not be dissuaded from requesting representation; however, testing will not be unduly delayed while waiting for the Union representative. At least thirty (30) minutes will be afforded for the Union representative's arrival if representation is requested. The Union representative may accompany the employee to testing and remain present through the completion of testing.
- C. Investigatory meetings, disciplinary actions (proposals and final actions), and notification of such shall be done in private in a manner which affords the employee reasonable protection from embarrassment before other employees and the public. If a supervisor has the need to criticize an employee regarding the employee's conduct or work it will take place in private.
- D. Any employee who is disciplined by written reprimand, suspension, or is dismissed may request the representation of a Delegate or Union representative and will not be dissuaded from requesting representation. If a Delegate or Union representative is requested, there will be no further discussion with the employee until the Delegate or Union representative arrives. However, after twenty-four (24) hours have elapsed and either a Delegate or Union representative has not been found or has not arrived the manager/supervisor may continue with the disciplinary discussion. When scheduling disciplinary or investigatory meetings in advance, supervisors shall inform employees of the purpose of the meeting and when and where the meeting shall occur.
- E. An employee who is disciplined in any way shall receive a Notice of Contemplated Action prior to the action being taken. Except for gross misconduct, an employee shall receive a Notice of Contemplated Action within thirty (30) calendar days after the employee's line management learns of the misconduct however not to exceed twelve (12) months after the incident occurred. Time limits may be extended upon written request to and agreement by the Union, which will be freely approved if requested to prevent issuing a Notice during or immediately before a holiday or leave period.

1. The notice shall state the specific details of the allegations, identify witnesses, and provide the policy that has been breached and all documents the Hospital will use at any proceeding to support the disciplinary action.
  2. Employees are entitled to have present one (1) Delegate/Union Representative when responding to the allegations. An employee may be called to the Hospital for a Notice of Contemplated Action with pay at the appropriate rate of pay for all time spent in the meeting. Failure to report to such a meeting shall not result in further discipline.
  3. A copy of the disciplinary case file will be provided to the employee or to the designated Union Representative/Delegate. The employee or the designated Union Representative/Delegate will have five (5) business days (excluding weekends and holidays), after receipt of the Notice of Contemplated Action to respond orally and/or in writing to the proposed action.
  4. Notice of Final Action shall be tendered to the employee no later than thirty (30) calendar days after receipt of the employee's response to the Notice of Contemplated Action (or deadline for employee's response if none given) and will advise the employee of grievance rights per contract. Time limits may be extended upon written request and agreement by the Union, which will be freely approved if requested to prevent issuing a Notice during or immediately before a holiday or leave period.
  5. An employee who is disciplined will be tendered a copy of any written reprimand, notice of suspension, or dismissal at the time the action is taken, unless exceptional circumstances prohibit delivery of the notice at that time. In such case the employee shall receive or be mailed via Certified Mail a copy of the notice within two (2) business days (exclusive of weekends and holidays) of the action taken.
  6. The Hospital shall notify the Union of all disciplinary actions within two (2) business days of the Notice of Final Action (exclusive of weekends and holidays). Notification shall include the Notice of Contemplated Action letter (without attachments) with the Notice of Final Action. If the Hospital fails to notify the Union, the deadline to file a grievance regarding the disciplinary action shall not start running until the Hospital notifies the Union.
  7. Notices of Contemplated and Final Action will be translated into an employee's primary language upon the employee's request, and the employee's period to respond or grieve will begin upon receipt of the translated Notice.
- F. Disciplinary material placed in an Employee's personnel record shall be removed upon the employee's specific request twelve (12) months after the date that the discipline was imposed. A dated receipt shall be given to the employee. Discipline and journal entries that are over twelve (12) months old shall not be relied upon for the imposition of further discipline.

- G. Management will factor in an employee's shift length and number of days worked per week in assessing the appropriate length of disciplinary suspension.



**Article 10**  
**WORK HOURS, SCHEDULES, AND DIFFERENTIALS**

- A. The regular work period shall consist of not more than eighty (80) hours during each established biweekly pay period. Under no circumstances shall there be any pyramiding of overtime pursuant to any provision of this Article.
- B. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts, for the hours worked during the shift.
- C. At the discretion of the Hospital, employees may request to be scheduled for shifts up to forty (40) hours in a calendar week, Sunday through Saturday (i.e., placement on a 40-hour work week rather than an 8-and-80 work period under the Fair Labor Standards Act). Any time worked in excess of forty (40) hours in such week shall be paid at time and one-half (1 and 1/2) the employee's base hourly rate, less all time for which daily overtime/doubletime premium has been earned.
- D. When employees are scheduled to work more than four (4) straight hours, they will be given a paid fifteen (15) minute break period for each four (4) hours of scheduled work. Breaks shall be scheduled or taken in such a manner as not to interfere with Hospital operations. In addition, employees scheduled to work eight (8) hours or more shall receive an unpaid and uninterrupted meal period of at least thirty (30) minutes' duration. Every effort will be made to schedule the meal period at least halfway into the scheduled shift. Breaks shall not be combined with meal periods except in rare and unusual circumstances. Such combinations must have received the prior approval of the department director or designee. If a meal period cannot be taken or is interrupted by work, the employee must cancel the auto-deduct lunch break in the timekeeping system or submit an edit sheet and the employee will be paid at the applicable rate of pay.
- E. No employee may work more than sixteen (16) hours in any one (1)-work day (unpaid meal periods are excluded from the work day hours total), except for emergency situations, which may include legal, regulatory, or entity licensing/accrediting requirements.
- F. Straight Time
  - 1. For employees scheduled to work pursuant to Section A above, for the first eight (8) hours worked in any continuous twenty-four (24) hour period, beginning with the starting time of the employee's shift.
  - 2. For employees scheduled to work pursuant to Section C above, for the first forty (40) hours worked in a week.
  - 3. For the time worked during the regular hours of any shift, which starts on the day before and continues into a specified holiday.

G. Time and One-Half

1. For employees on an 8-and-80 hour schedule scheduled to work pursuant to Section A above, time worked in excess of eighty (80) hours in an established biweekly pay period or in excess of eight (8) hours (except as provided in Paragraph 2 below) in a twenty-four (24) hour cycle beginning with the starting time of an employee's shift for such day, less all time for which daily overtime/doubletime premium has been earned. This provision shall not be applicable to an employee making a shift change or a shift rotation where the interval between such rotations is at least one (1) week or to employees who regularly work flexible work hours.
2. For employees scheduled to work pursuant to Section C above, all time worked in excess of forty (40) hours in a week less all time for which daily overtime/doubletime has been earned.
3. For the first twelve (12) hours an employee is called in from home to work on a scheduled day off.
4. For time an employee is called in from home to work on a day after completing his regularly scheduled shift, less hours in excess of twelve (12) which will be paid in accordance with Section H below. An employee called in pursuant to this provision will be guaranteed a minimum of four (4) hours pay. However, an employee may request to leave after completing the work for which called in and be paid for time actually worked.
5. For all hours worked on a shift that starts on a specified holiday in accordance with Article 13, Section B, Paragraph 6.

H. Double Time

1. For time worked in excess of twelve (12) hours in a twenty-four (24) hour cycle, beginning with the starting time of an employee's shift. This provision shall not be applicable to employees making shift changes or shift rotations where the interval between such rotations is at least one (1) week.
2. For the first twelve (12) hours that an employee who is on-call duty is called in to work.

I. Compensatory Time

1. Overtime shall not accrue when associated with any voluntary exchange and adjustment of schedules. This shall apply to overtime of at least one hour worked and defined in Article 10, Section F.
2. Accrued compensatory time pursuant to this Article shall be at time and one-half (1½) of overtime hours worked in lieu of monetary payment for such hours. That

is, each hour of overtime shall be worth one and one-half (1½) hours of compensatory time. Each hour of double-time worked shall be worth two (2) hours of compensatory time.

3. Accrual of Compensatory Time

- a. Only overtime scheduled by the department manager or designated shift supervisor shall be accrued for compensatory time purposes.
- b. Accruals shall not exceed sixty (60) hours.

4. Use/Payment of Accrued Time

- a. At the end of the shift overtime is worked, an employee may request in writing that it be taken as compensatory time in lieu of payment for such overtime. The department manager reserves the right to approve all such overtime hours for payment or compensatory time.
- b. The department manager shall schedule compensatory time. Efforts will be made to consider an employee's desires for scheduling such time.
- c. Accrual of compensatory time is contingent upon an employee making written request and obtaining the approval of the department manager.
- d. If, due to unforeseen circumstances, compensatory time cannot be scheduled or is canceled, an employee shall be paid for the time at the appropriate rate.
- e. Under no circumstances will there be any type of exchange of compensatory time between employees.
- f. Compensatory time not utilized in the fiscal year shall be paid at the appropriate rate on the last supplemental paycheck of the fiscal year. In the event an employee terminates, or transfers to another unit/department, any accrued compensatory time shall be paid the employee at the appropriate rate.

5. Casual Overtime

In order to complete a transaction, an employee may be required to work up to three-tenths of an hour a day, with compensatory time off, when it is essential that a task started by the employee be completed. Such compensatory time not scheduled by the supervisor within the established biweekly pay period in which it is earned shall be paid at the appropriate rate.

J. Shift Differentials:

1. Shift differential shall not be paid for any hours worked between 0700 hours and 1930 hours Monday through Friday.
2. A weekday night shift differential of seventeen percent (17%) shall be paid for all hours worked between 1900 hours and 0730 hours Monday through Thursday, provided at least four (4) hours are worked in the differential window.
3. A weekend day shift differential of fifteen percent (15%) shall be paid for all hours worked between 0700 hours and 1930 hours on Saturday or Sunday, provided at least four (4) hours are worked in the differential window.
4. A weekend night shift differential of twenty-six percent (26%) shall be paid for all hours worked between 1900 hours and 0730 hours on Friday, Saturday or Sunday, provided at least four (4) hours are worked in the differential window.
5. Shift differential shall be considered as part of an employee's base hourly rate for the purpose of computing overtime pay.
6. With the exception of jury duty pay, employees shall receive the applicable shift differential for all paid hours provided they have been working that particular shift for at least six continuous months.
7. When an employee's shift does not fall totally within the 7:00 a.m. to 7:30 p.m. or 7:00 p.m. to 7:30 a.m. time period, the shift will be divided at 7:30 a.m. and 7:00 p.m. For example, an employee working 3:00 to 11:30 p.m. would be paid night shift differential from 7:00 p.m. to 11:30 p.m. since at least four (4) hours are worked in the differential window.

K. Shift Preference

1. For employees not assigned to rotating shifts, preference in shift assignments will be applied by classification within departments or units according to seniority. Once an employee has exercised a preference, seniority shall prevail when permanent openings occur or when a job is assigned to another shift.
2. Employees may mutually agree to temporarily exchange shift assignments with the written approval of the supervisor(s) of the employees.
3. An employee may be assigned to any shift for specialized training. Such assignment shall only be for the period of time necessary to complete the training.

L. Overtime Scheduling

1. Overtime hours will be equalized insofar as practicable, over a continuous period

among employees by department or unit, by shift and by job classification.

2. Time worked on holidays will not be considered as overtime hours for purposes of this Section.
  3. Management will not be obligated to follow employees in any manner beyond the confines of the Hospital to inform them of overtime opportunities.
  4. Except in emergency situations, probationary and part-time employees will not be offered overtime in a group until all permanent employees have been offered the opportunity to work.
  5. No employee will be required to take time off from his regular work schedule for the purpose of avoiding the payment of overtime.
  6. Voluntary scheduled overtime shall be offered to the employees in the order of department seniority, in descending order.
- M. Except in emergency situations beyond the control of the Hospital or at an employee's request, no employee will be scheduled to work more than seven (7) consecutive days.
- N. Unless hired specifically to work weekends or unless an employee volunteers to work weekends more frequently, an employee will not be scheduled to work more than two (2) consecutive weekends except in emergency situations beyond the control of the Hospital.
- O. Authorized paid leave shall be considered as time worked for the purpose of computing overtime pay with the exception of hours paid for sick leave, annual leave, bereavement leave and jury duty. An employee who is scheduled to work overtime and fails to work for any reason shall not be paid for such scheduled overtime.
- P. On-Call
1. Employees who are on-call shall be paid \$4.00 an hour for such duty.

Call Back Pay

- a. An employee who is "on-call" status and who is called back to work at the Hospital from outside will be compensated for a minimum of two (2) hours at double-time their regular rate.
- b. Employees who are scheduled "on-call" past their regular shift and who work past the end of their shift shall receive double-time for the time worked, but shall not be entitled to the minimum two (2) hours of double-time.
- c. Employees in "on-call" status who are not physically called back to work, but are asked to perform work via telephone/computer at locations other than UNM/UNMH properties/facilities, shall receive time and one-half for

the time worked, but shall not be entitled to the minimum two (2) hours of double-time.

2. Employees who are on call are required as a condition of employment to have a personal telephone number where the employee can be reached at all times. It shall be the responsibility of an employee who is on call to provide the supervisor with this information.
  3. Any employee residing within the city limits of Albuquerque who does not report for work within forty (40) minutes after being contacted shall not receive on-call pay (or within thirty (30) minutes after being contacted in those departments whose certifications require 30 minutes for acute patient care needs). If an employee cannot reasonably be contacted in a timely manner, the employee shall not receive on-call pay and may be subject to disciplinary action.
  4. On-call hours shall not be considered as time worked for the purpose of computing overtime.
  5. Any employee who is on-call on a holiday and is called in to work will receive the same number of hours of compensatory time up to a maximum of 8 hours, as the employee is required to work on the holiday.
- Q. In departments and units where it is applicable, schedules shall be posted for a four- (4) week period. Such postings must be made at least two workweeks prior to the start of the new scheduling period. However, it is recognized that schedule adjustments may be necessary. Supervisors shall discuss such changes with the employee prior to their initiation. Employees will normally be notified 48 hours in advance in writing when such adjustments are made. However, due to patient care needs and other exceptional circumstances that may arise, it is recognized that it may be necessary to adjust such schedules without 48 hours advance notice.
- R. Employees will be permitted to trade shifts or days off with the prior written approval of the department head provided that the operation of the Hospital shall not be hindered and in such a manner that no overtime premium pay obligation shall be incurred.
- S. No employee shall be scheduled to work three (3) different shifts in a two (2) week span except in emergency situations beyond the control of the Hospital.
- T. Employees assigned to temporary charge duty shall receive a differential of \$1.75 per hour. Charge differential shall be considered as part of an employee's base hourly rate for the purpose of computing overtime pay.
- U. Employees may be assigned to any shift for specialized training; however, such shift assignment shall only be for the period of time necessary to complete the training. The employee shall be paid her/his shift differential during the specialized training.

V. Flexible Schedules

It is recognized by the Parties and employees, that work schedules must be responsive to the mission of the organization, the needs of the patients and the needs of the public. The Hospitals may approve an employee's request for a flexible work schedule when such requests are consistent with the mission of the department, the needs of the patients and the public.

W. Bilingual Pay

1. Qualified Bilingual Employee Pay. Employees grandfathered under the Qualified Bilingual Employee designation shall be paid a differential of twenty-five dollars (\$25.00) per week if the following requirements are met:

- Take and pass the Medical Interpreter Training (MIT) program.
- Provide a language that is in demand at UNM Hospitals.
- Pass the Medical Terminology and Role and Ethics written assessments.

In order to retain their Qualified Bilingual Employee status and stipend, an employee must comply with the following post MIT requirements:

- Attend a minimum of one (1) workshop annually from the Interpreter & Language Services (ILS) Workshop Series posted in Learning Central.
- Complete an annual On-The-Job (OJT) Shadowing Session for skills validation.
- Provide medical interpretation and document all interpreted encounters with patients, or attendant caregivers of patients, in clinical settings in the patient's Electronic Health Record.

2. Qualified Dual Role Medical Interpreter Pay

Future Bilingual Employees will only be accepted for the stipend at the Qualified Dual Role Medical Interpreter Employee level and in the areas needed as necessary to carry out the functions and mission of UNM Hospitals.

The Qualified Dual Role Medical Interpreter Employee will be compensated thirty-five dollars (\$35.00) per week.

The stipend will be implemented the beginning of the pay period after the employee has completed all of the following:

- Passed probationary period.

- Take and pass the Medical Interpreter Training (MIT) program.
- Provide a language that is in demand at UNM Hospitals.
- Pass the oral language proficiency testing in their working languages at the appropriate level.

In order to retain their Qualified Dual Role Medical Interpreter Employee status and stipend, an employee must comply with the following post MIT requirements:

- Attend a minimum of one (1) workshop annually from the Interpreter & Language Services (ILS) Workshop Series posted in Learning Central.
- Complete an annual On-The-Job (OJT) Shadowing Session for skills validation.
- Provide medical interpretation and document all interpreted encounters with patients, or attendant caregivers of patients, in clinical settings in the patient's Electronic Health Record.

#### X. EKG Monitor Differential

1. \$0.50 per hour will be paid to employees in the Tech Nursing, Tech ER, Asst Clinical, Clerk Clinical Spec and Tech Patient Care positions when they are assigned EKG Monitoring Duty.
2. The selection of who will be trained for the EKG Monitoring Duty will be made by the Unit Director. The following criteria will be considered:  
     Work Record  
     Seniority  
 Disputes regarding selection for training will be resolved by the Area Executive Director.
3. The employee must complete the Basic Arrhythmia program including classroom component, validation of competency including written exam, and ongoing demonstration of competence each year within the specified timeframes.



**Article 11**  
**SENIORITY**

A. Definition

Hospital seniority, for purposes of this Article, shall refer to the length of time an employee has been continuously employed by the Hospital.

Department seniority, for purposes of this Article, shall refer to the length of time an employee has worked continuously in a specific department.

B. Accrual

1. An employee's seniority shall commence after the completion of a 150-day probationary period and shall be retroactive to the date of hire. The Hospital shall maintain the right to extend the probationary period of an employee whose probation is interrupted for any reason or for any other reason it deems necessary. When the Hospital finds this necessary, the supervisor shall meet with the employee and discuss the reasons for the extension. The remedial plan will be presented to the employee.
2. An employee who is on an approved leave of absence without pay shall accumulate Hospital and Department seniority as provided in Article 16, Leave of Absence.
3. Hospital and Department seniority shall accrue during a period of continuous layoff not to exceed the lesser of six (6) months or the length of the employee's continuous employment, if the employee is recalled into employment.
4. Seniority lists shall be provided to the Union upon request.
5. The Hospital agrees to provide requested lists of information on bargaining unit employees to the union if feasible and not in conflict with the law.
6. Employees transferring from a position in the bargaining unit to a per diem status shall not be eligible to withdraw any retirement contributions unless they resign or separate from employment with UNMH. The employee's annual and sick leave balances shall be frozen without further accruals and will also not be paid out until one (1) year from the date of transfer out of the bargaining unit.

If the employee fails to return to a bargaining unit position within one (1) year from the date of the transfer, the employee shall receive any leave accruals the employee is entitled to and, if entitled, access to retirement monies. Such transfers in and out of the bargaining unit will only be allowed one (1) time in any calendar year.

C. Loss of seniority shall occur for the following reasons:

1. The employee voluntarily quits or retires.
2. The employee is dismissed for just cause and is not reinstated through the grievance procedure.
3. An employee is absent for two (2) consecutive workdays without properly reporting the absence to Management (this is considered to be a voluntary quit), unless a satisfactory reason is given.
4. An employee fails to report for work following the expiration of an authorized leave of absence and does not have a satisfactory reason for failing to report for work. The employee will be regarded to have voluntarily quit.
5. The employee fails to return to work on recall from layoff within two (2) weeks after receipt of written notice (or attempt to deliver such notice). Such notice shall be sent via certified mail to the last address furnished by the employee to the Human Resources Department unless the employee has a satisfactory reason for failing to report for work. (However, in order for the Hospital to plan and schedule staffing requirements, an employee should make any intentions known immediately upon receipt of such recall notice.)
6. The employee is laid off for a period of one (1) year, or for a period exceeding the length of the employee's accumulated seniority, whichever is less.
7. The employee has been on a leave of absence for a continuous period equal to the seniority acquired at the time such leave of absence commenced, or for a period of twelve (12) months whichever occurs first.

D. Application of Seniority

1. In a reduction in force/layoff, recall from layoff, transfer between departments, and in the computation and determination of eligibility for benefits, where length of service is a factor, accumulated Hospital seniority shall prevail.
2. In other matters (i.e., shift preference, vacation preference, etc.) department seniority shall prevail.
3. In the event that more than one (1) employee has the same seniority date, preference shall be determined by lottery conducted by the employees and the department head.

E. Reduction in Force Layoff

For purposes of layoff and recall, seniority shall be by classification within the seniority group as defined in Appendix "A".

1. In the event of a reduction in force layoff, Management will notify the employees involved and the appropriate Union representatives of the effective date as soon as practicable but in no event less than sixty (60) calendar days prior to the effective date of the layoff. In the event less than sixty (60) calendar days notice is given, the affected seniority employees shall receive severance pay from the date of notice until sixty (60) calendar days post notice.
2. Temporary (excluding per diem) and probationary employees in the seniority group shall be laid off first without regard to their individual periods of employment. Next, employees who have not established seniority in the seniority group shall, seniority permitting, be returned to the seniority group where they hold seniority. Thereafter, employees shall be reduced on the basis of Hospital seniority.
3. Employees with sufficient seniority to be retained at work in a seniority group will be placed on jobs at the same or lower level within the department, provided they are qualified to perform the work. ("Qualified to perform" where used throughout this Agreement means more than capable of learning. It means qualified to perform in a proficient, skilled manner, with normal break-in and orientation, but without prolonged or detailed training, and without undue loss of efficiency or interruption of service.)
4. An employee who is laid off from a seniority group shall have the right to fill a vacancy or displace a probationary employee within the same classification in another seniority group provided the laid off employee is qualified to perform the job. In the event there are not vacant positions or probationary employees within the classification employed in other seniority group, then the laid off employee may displace the least senior employee within the same classification in another seniority group, provided the displaced employee has less than one (1) year of accumulated Hospital seniority and the laid off employee has successful, verifiable prior experience within the seniority group.

An employee assigned to another seniority group under this provision shall retain recall rights to the seniority group from which the employee was laid off for six (6) months. Thereafter, the employee's seniority shall be in the seniority group to which the employee is assigned retroactive to the date of assignment.

5. An employee reduced from a full-time job may, seniority permitting, displace the least senior employee in the seniority group on a part-time job. An employee electing this option must notify the department manager when notice of layoff is given.

6. An employee reassigned to another job in a reduction in force will be paid, in step, the rate of the classification and job to which he/she is assigned.
7. An employee who is laid off may elect to be assigned to per diem status provided the department manager is notified within one (1) week from the date notice of layoff was given. Such an employee shall retain and accumulate seniority for six (6) months. A per diem employee will not receive nor accrue any type of benefits.
8. In a continuing effort to foster and support improved communication and trust between the parties, it is agreed by the Hospital that it will explore and, if feasible, take alternative actions prior to the initiation of any reduction in force measures that impact the bargaining unit. It is additionally recognized that the Hospital will meet with the Union prior to the initiation of any reduction in force that impacts the bargaining unit to discuss the forthcoming actions.
9. An employee who is impacted by a reduction in force will not accrue annual and sick leave hours while on layoff. However, such employee who is re-employed into a benefits eligible position will accrue sick leave and annual leave at the same rate accrued at the time of the reduction in force, if the re-employment occurs within 180 calendar days of the date of the reduction in force. Unused major sick leave at the time of reduction in force will be reinstated for employees who are reemployed within 180 calendar days. Employees rehired after the expiration of 180 calendar days as specified above will be considered new hires for annual and sick leave purposes.

F. Recall from Layoff

1. Employees reduced from the Hospital workforce shall be recalled from layoff in line with their seniority to regular status jobs at the same or lower level they are qualified to perform in the seniority group from which they were laid off.
2. An employee shall retain the right to be recalled to the seniority group from which laid off from the Hospital workforce for a period equal to the employee's accumulated seniority or twelve (12) months whichever occurs first.
3. An employee on layoff from a seniority group shall be offered for a period equal to his accumulated seniority or twelve (12) months whichever occurs first, in line with his seniority, a job he is qualified to perform in another seniority group provided there is no employee on layoff from that seniority group entitled to recall.
4. Employees being recalled from layoff will be notified in the most convenient manner possible. Those who cannot be contacted in such a manner or who do not respond to such notification will be notified by certified mail to the address of record in their personnel file. A failure to accept an offered position will result in an employee's forfeiture of recall rights.

5. An employee who is impacted by a layoff will not accrue annual and sick leave hours while on layoff. However, such employee who is re-employed into a benefits eligible position will accrue sick leave and annual leave at the same rate accrued at the time of layoff, if the re-employment occurs within 180 calendar days of the date of the layoff. Unused major sick leave in the employees account at the time of layoff will be reinstated for employees who are re-employed within 180 calendar days. Employees rehired after the expiration of 180 calendar days as specified above will be considered new hires for annual and sick leave purposes.

G. Transfers and Promotions

1. When a regular/permanent position vacancy occurs in a department or unit, or a new position is created, such vacancy shall be posted electronically on the Hospital's website for a minimum of five (5) workdays, not to include weekends or holidays, before the vacancy can be filled, and the vacancy may be posted externally on the Hospital's internet website thereafter. Applications from eligible employees must be filed in a timely manner before the closing of the application period. In the event that there is more than one (1) qualified applicant for the vacancy, it shall first be filled from within the department in line with department seniority. In the event the vacancy cannot be filled from within the department and the applicants' qualifications and demonstrated abilities are relatively equal, Hospital seniority shall be considered.
2. An employee who successfully transfers or is promoted shall not be eligible for another such transfer for a period of one (1) year unless the gaining and losing supervisor and the Union authorize the transfer in writing to the Human Resources department.
3. Any other transfers will solely be the responsibility of Management.
4. Part-time jobs which may be posted will be identified as "part time" and may not be converted to full time within one year without being declared vacant and subject to the provisions of this Article.
5. An employee transferred pursuant to the terms of this Article to a position at an equal pay range will be paid the same wage the employee is currently earning.

If the employee transfers to a position which is at a lower pay range, his/her salary will be reduced to either the entry of the new salary range or by five percent (5%), whichever represents the smaller reduction in salary. If a five percent (5%) reduction would result in the employee's salary being above the maximum of the salary range, then the employee's salary shall be reduced to the maximum of the salary range.

If the employee transfers to a position which is at a higher pay range, the employee's rate of pay will be increased by at least five percent (5%) or to the entry

rate for the new position, whichever is greater. If a five percent (5%) increase would result in the employee's salary being above the maximum of the salary range, then the employee's salary shall be reduced to the maximum of the salary range.

6. An employee transferring from a department will retain seniority in the department from which transferred for a period of thirty (30) days. Thereafter, seniority will be accumulated in the department to which transferred.
  - a. If it is determined by the Employer that an employee who has transferred to a new department is not performing the new job satisfactorily, the employee may be returned to the former job and pay status within thirty (30) calendar days.
  - b. Should the former job no longer exist based on the employee's work performance or conduct, or if it has been filled by a regular status employee, the Employer will assist the employee in locating another job for which the employee is qualified. If no other vacancy for which the employee is qualified exists the employee shall be placed on layoff status with full layoff rights.
7. Employees will be notified in writing of the selection or non-selection for positions that they have applied for. If requested by the employee, the hiring manager shall disclose to the employee the rationale for non-selection, which shall be provided in writing if requested by the employee.
8. When a seniority employee on layoff has a recall or preferential employment right to a job opening in accordance with Section F above, the opening will not be considered as a vacancy pursuant to this Section.
9. For employees transferring from a position in the bargaining unit to a casual pool status, the employee's annual and sick leave balances shall be frozen without further accruals and will not be paid out unless the employee makes such an election at the time of transfer to a casual pool position.

If the employee fails to return to a bargaining unit position within one year from the date of the transfer, the employee shall receive any leave accruals the employee is entitled to and, if entitled, access to retirement monies. Such transfers in and out of the bargaining unit will be allowed only one time in any calendar year.

Employees returning from per diem status are precluded from transfer or promotional opportunities for thirty days after their return from per diem.

**Article 12**  
**WAGES**

- A. General Wage Increase. Effective the first full pay period following ratification:
1. The wage scales for all positions will be increased at minimum, midpoint, and maximum by 2%, rounding each calculation to two decimal places.
  2. The wage rates for employees will be increased by 2%, rounding each calculation to two decimal places.
  3. Employees over pay rate maximum for their position will receive any portion of the increase that exceeds the new pay rate maximum as a lump sum bonus reflecting a 12-month period. The bonus amount will be rounded to two decimal places.
- B. Market-Based Increase. Using the same implementation method described in Section A, an additional increase to wage scales and employee wage rates shall be implemented effective the third full pay period following ratification as follows:
- 3.0% additional wage increase – positions 16% or more below market
  - 2.5% additional wage increase – positions 11-15% below market
  - 2.0% additional wage increase – positions 6-10% below market
  - 1.5% additional wage increase – positions up to 5% below market
- Appendix D lists all positions and their respective wage increases, subject to the implementation method described in Section A.
- C. An updated pay scale for all positions in the bargaining unit will be attached as Appendix C.
- D. Employees will be paid biweekly on Friday. Payroll drafts will be available no later than 10:30 a.m. unless there is an unforeseeable incident beyond the control of the Hospital.
- E. UNM Hospitals' Director of Labor Relations and District 1199NM's Compensation Committee shall meet at least once monthly to: (1) review Mercer's reports, presentations, recommendations and conclusions involving bargaining unit compensation issues; and (2) negotiate any changes to pay scales, market adjustments, equity adjustments, or any other changes to bargaining unit compensation arising out of Mercer's work.
- F. By serving advanced written notice of its desire to do so, either party may request negotiations to commence by March 1st of 2020 and 2021 for the purpose of re-negotiating Article 12 Wages and each party may elect one additional Article of the party's choice. All other provisions in this Agreement shall remain in full force and effect.

**Article 13**  
**HOLIDAYS**

A. During the term of this Agreement, the following holidays will be observed:

1. New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve
2. If the University of New Mexico declares that an alternate day shall be observed on any of the holidays listed above, then such alternate day may be observed as the holiday for purposes of this Agreement for those employees who are not normally scheduled to work on holidays, the Hospital reserves the right to designate the compensatory days for these holidays.

B. Holiday Pay

1. Employees shall be paid, on a pro-rata basis, based on eight (8) hours as hereinafter provided, for the holidays set forth in Section A above:
  - a. The employee must be in an active pay status the entire pay period in which the holiday occurs.
  - b. The employee must have worked the last scheduled workday prior to and the next scheduled workday after such holiday. This shall apply except:
    - 1) In case of an illness or accident in accordance with Sick Leave Article 15 that prevents the employee from working as evidenced by written certification of a physician if requested by the Hospital, or
    - 2) In case of another absence authorized by the department head. Any such authorized absence must be secured in advance in writing.
2. When a full-time employee's scheduled day off falls on a holiday, the employee shall receive a scheduled compensatory day. An employee will receive straight time holiday pay with the appropriate shift differential for such day provided the requirements set forth in Section B above are met. In scheduling compensatory days, an employee's desires will be given consideration. Management and employee shall jointly schedule a holiday compensatory day 30 days before or after the holiday. Employee's compensatory day will include the appropriate shift



differential. In the event a holiday compensatory day cannot be taken, due to patient care requirements, within thirty (30) days before or after the holiday, the employee will receive holiday pay with the appropriate shift differential. The holidays' pay will be paid out each year on the second supplemental payday (week following the second pay day) in the months that follow:

Memorial Day and Independence Day in August

Labor Day in October

Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day in February.

3. Holiday pay shall be computed at the employee's straight time rate exclusive of shift differential. However, if an employee has worked night or weekend shifts, as defined in Article 10, Section I, for at least six (6) continuous months, or works a regular shift rotation schedule, the employee shall receive shift differential pay.
4. An employee who is scheduled to work on a holiday and is absent from scheduled work on such holiday will not receive holiday pay. However, an employee who is unable to work because of illness or injury may receive accrued sick leave pay at the straight time rate for the hours that would otherwise have worked. The employee will not receive a compensatory day off except:
  - a. In case of an illness or accident in accordance with Sick Leave Article 15 that prevents the employee from working as evidenced by written certification of a physician if requested by the Hospital, or
  - b. In case of another absence authorized by the department head. Any such authorized absence must be secured in advance in writing.
5. When a specified holiday falls within an eligible full-time employee's approved vacation period he will receive eight (8) straight time hours of holiday pay and will not have the holiday charged against his vacation time.
6. An employee who works on a specified holiday will be paid time and one-half at the straight time hourly rate including any applicable shift differential. The employee will be given an alternate day off and will be paid on a pro-rata basis up to eight hours. In the event an alternate day off cannot be scheduled in a period from the thirty days before or after the holiday, the employee will be paid for such day. If an employee terminates before the holiday and has been paid for the alternate day, any wages received for an alternate day will be deducted from the employee's earnings. If an employee terminates before receiving a compensatory day, the employee will be paid for such day.

- C. Necessary holiday work schedules will be distributed equitably among employees in those departments and units that are required to work such schedules.
- D. Any employee who is on-call on a holiday and is called in to work will receive the same number of hours of compensatory time up to a maximum of eight (8) hours as he/she is required to work on the holiday.

**Article 14  
VACATION**

- A. Vacation time shall be accrued, on a pro-rata basis, during any period in which an employee has earnings on the following basis as hereinafter provided.

<b>Length of Employment</b>	<b>Accrued Per Pay Period Worked</b>	<b>Approximate Days Per Year</b>
Start date--12 months	3.08 Hours	10 Days
13 months--24 months	3.39 Hours	11 Days
25 months--36 months	3.70 Hours	12 Days
37 months--48 months	4.00 Hours	13 Days
49 months--60 months	4.31 Hours	14 Days
61 months--72 months	4.62 Hours	15 Days
73 months--84 months	4.93 Hours	16 Days
85 months--96 months	5.24 Hours	17 Days
97 months--108 months	5.54 Hours	18 Days
109 months --120 months	5.85 Hours	19 Days
121 months and up	6.16 Hours	20 Days

Vacation time may be accrued to a maximum of 480 hours. However, employees with accrued vacation balances in excess of 240 hours may elect to receive payment in cash for up to eighty (80) hours of their accrued leave provided the remaining balance after disbursement remains equal to or greater than 240 hours. Employees may elect to exercise such an option in July of each fiscal year.

- B. Vacation can be taken any time after five (5) continuous months of employment; however, no employee will be required to take a vacation.
- C. An employee shall be paid any unused accrued vacation time when the employee terminates if employed for at least five (5) continuous months. An employee who is rehired or reinstated within one (1) year of the date of separation or layoff shall resume the rate of vacation accrual that was previously in effect at the time of separation or layoff.
- D. Vacation Scheduling
1. Employees in the same department or unit and job classification to the extent practicable, as determined by the department manager or designee, shall constitute a vacation-scheduling group.
  2. A vacation period is defined as not less than one (1) week or more than four (4) continuous weeks in one- (1) week increments.
  3. Request for vacation periods of at least one (1) week in duration for anytime during

the next calendar year shall be made in writing to the department head between October 1 and October 31. As work schedules may permit, the employee with the most seniority in a seniority group will be given first choice in scheduling a vacation request. The process of scheduling shall continue in seniority order for all requests received. However, vacation periods encompassing the Thanksgiving, Christmas and/or New Year holidays shall be rotated and granted on an equitable basis.

4. The department head will publish the vacation schedule no later than November 30.
  5. An employee who does not make written application for a vacation period as provided in D.3. above or wishes to change the original request after the application period closes, may request an available period that does not conflict with another employee's scheduled vacation period.
  6. Employees may request a continuous vacation period of up to four (4) weeks in a vacation year provided they have sufficient accrued vacation time. The Hospital shall make every effort to schedule employees for no less than a continuous vacation period of two (2) weeks during the calendar year, provided that the employee requests such vacation and has sufficient accrued vacation time. However, employees may not be scheduled for a vacation period(s) in excess of the time they are eligible to accrue during the year, pursuant to Section A above, except as work schedules may permit.
  7. If an employee wishes to apply for more than one (1) vacation period in a calendar year, a seniority preference will only be for one such period that must be designated on the written application. Other requested periods will be scheduled for periods that are available.
  8. Requests for scheduled vacations of less than one (1) week should be made in writing to the department manager at least two (2) weeks prior to the schedule being posted. Once scheduled, such vacation shall be changed only in emergency situations relating to patient care. Other vacation time off requested for less than one (1) week may be scheduled as Hospital operations may permit.
  9. Employees scheduled for at least one (1) week of vacation may request pay for the period in advance. Such request must be made in writing to the Human Resources Dept. at least two (2) weeks in advance of the scheduled vacation.
  10. Responsibility for authorization of time off for vacation shall rest with the department supervisor/department manager subject to staffing requirements and efficiency groups.
- E. Employees who become ill or disabled while on a scheduled vacation may request a conversion to sick leave for the period of such illness or disability or for the amount of accrued sick leave, whichever is less; provided:

1. They are hospitalized or
2. Submit other satisfactory medical proof of such illness or disability.

F. General

1. Accrued vacation time may be used for purposes other than vacation upon approval of an employee's supervisor. Unscheduled vacation leave may be used consistent with the attendance standards set forth in Article 15, Section F. With the approval of the department manager, annual leave may also be approved for an employee who must care for an immediate family member who is ill or injured. Proof of such illness or injury may be required.
2. Should an employee die, accrued vacation time, excluding shift differential, shall be paid to the employee's designee as specified on a form provided by the Hospital. If there is no designation the accruals will be paid to the employee's estate.
3. An employee who has been regularly scheduled to work night or weekend shifts, as defined in Article 10, for at least six (6) continuous months or works a regular shift rotation schedule shall receive the applicable shift differential for all paid vacation hours. Shift differential shall not be paid on accrued vacation hours when an employee terminates for any reason.

**Article 15**  
**SICK LEAVE**

The Hospitals and the Union recognize the effect good sick leave usage has on delivering quality patient care. The parties encourage employees to use sick leave appropriately for the purposes defined in this Article.

A. Sick leave may be used after the completion of ninety (90) days of an employee's probationary period for any of the following circumstances:

1. An employee's personal medical treatment, disability or illness. Medical and dental appointments should be made at least 24 hours in advance, and the employee may be requested to furnish proof of such appointment.
2. The medical treatment, disability or illness of his/her immediate family which necessitates the employee's presence.
3. Childbirth, adoption or foster care placement leave (See Article 16, Section F).

B. Definitions

1. "Child" shall be defined as the biological, adopted, or foster child, stepchild or legal ward, or individual for whom the employee has parental responsibility as defined in loco parentis.
2. "Parent" is defined as the biological or adoptive parent, legal guardian, or individual in loco parentis to employee.
3. "Spouse" is defined as the individual to whom the employee is legally married.
4. "Immediate family" shall be defined as the employee's parent, brother, sister, child, child's legal guardian, current spouse, current domestic partner, grandparent, grandchildren, current father-in-law, current mother-in-law, current brother-in-law, current sister-in-law, current son-in-law and current daughter-in-law.
5. "Serious Health Condition" is an illness, injury, impairment or physical or mental condition that involves:
  - a. Any period of incapacity in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;
  - b. Any period of incapacity requiring absence from work or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

- c. Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; or for prenatal care.

C. Sick Leave Banks

1. There shall be a Major Sick Leave Bank (MSLB) and a Minor Sick Leave Bank for employees to use.

- a. Employees shall accrue and accumulate leave on a pro-rata basis into the Major Sick Leave Bank at a rate of 1.85 hours per pay period. Sick leave hours in the Major Sick Leave Bank shall be used for:
  - sick leave of twenty-four (24) consecutive work hours or more, or exceeds three (3) consecutive work days, whichever is less; or
  - sick leave that qualifies as a “serious health condition” as defined herein and is approved under the Family Medical Leave Act and its regulations; or
  - for work-related illness or injury time of any duration documented by Occupational Health.

Employees may upon return to work be required to furnish a medical release from a physician or Occupational Health.

- 1) Maximum accrual into the Major Sick Leave Bank shall be set at 1,040 hours. All hours in excess of 1,040 hours shall be paid to the employee after June 30 of each year on a one-for-one basis. Such payment will occur as outlined for the Minor sick leave balances outlined below.
  - 2) Employees hired prior to January 1, 2013 who retire from the Hospital and qualify under Hospital policy shall be eligible for payment of all hours in the Major Sick Leave Bank. Employees hired on or after January 1, 2013 who retire from the Hospital and qualify under Hospital policy shall be eligible for payment of all hours up to 500 hours in the Major Sick Leave Bank and fifty percent (50%) of hours over 500.
  - 3) Employees who are laid off from the Hospital shall be eligible for payment of one-half (1/2) of the total hours in their Major Sick Leave Bank.
- b. Employees shall accrue and accumulate leave on a pro-rata basis into a Minor Sick Leave Bank at a rate of 2.15 hours per pay period. Sick leave hours within the Minor Sick Leave Bank shall be used for all sick leave which is less than twenty-four (24) consecutive work hours, or up to three (3) consecutive work days, whichever is less time.

- 1) After June 30 of each year, employees will be offered the opportunity to exchange or cash in all minor sick leave bank hours in excess of twenty-four (24) hours that they have not utilized.
- 2) Employees may choose to exchange on an hour for hour basis the minor sick leave balance into either cash, annual leave or into the Major Sick Leave Bank. Payment for such hours shall not occur any later than August 30 of each year.
- 3) If an employee fails to exercise an option within the allotted time frame, all hours in excess of 24 hours within the Minor Sick Leave Bank will be transferred to the Major Sick Leave Bank.
- 4) Employees who retire from the Hospital and qualify under Hospital policy shall be eligible for payment of all hours in the Minor Sick Leave Bank.
- 5) Employees who are laid off from the Hospital shall be eligible for payment of all hours in their Minor Sick Leave Bank.
- 6) Once an employee has exhausted all Minor Sick Leave, he/she may request either annual leave, compensatory time (if eligible), or LWOP.

D. Employee's Death While on Sick Leave

Should an employee die as the result of a compensable occupational illness or injury, or if an employee dies and was eligible for retirement under Hospital policy, the employee's accumulated sick leave within both the Major Sick and the Minor Sick Leave Banks, excluding shift differential shall be paid to the employee's estate/beneficiary.

E. Unless an employee is hospitalized, has an accidental emergency, or is otherwise incapable of providing notice in the timeframe required, sick leave for any absence claiming disability may not be used if the appropriate supervisor is notified:

1. Less than two (2) hours before the start of the employee's scheduled day shift, and
2. Three (3) hours before the start of the employee's scheduled evening or night shift.

A voicemail, email, and/or text message shall constitute sufficient notification in units that have approved the use of such notification. An employee shall not be required to call more than two (2) supervisors in order to report an absence.



## F. Attendance

1. To ensure quality service to the Hospital's patients and customers, employees must consistently report for work, start work on time, and complete work as scheduled. When absence/tardy occurrences become excessive, the corrective action outlined in this Section may be applied.
2. The following types of time off will not be considered absence or tardy occurrences subject to corrective action:
  - Scheduled annual leave
  - Scheduled holiday time
  - Scheduled compensatory time
  - Scheduled leave for medical appointments that are pre-approved in advance
  - Family and Medical Leave Act (FMLA) approved leave
  - Scheduled leaves of absence taken pursuant to Article 16 Leaves of Absence
  - Census management leave
  - Work-related illness or injury time of any duration documented by Occupational Health
  - Bereavement leave
  - Jury duty and court time
  - Military leave
  - Voting time
  - Domestic abuse leave as defined by, and taken in accordance with, the NM Promoting Financial Independence for Victims of Domestic Abuse Act.
3. Absence and tardy occurrences are counted as follows:
  - a. A whole (1.0) occurrence is counted for any one of the following:
    - Calling in absent for a scheduled shift of work. If calling in for more than one consecutive work day, without working a shift in between call-ins, the entire length of absence is counted as one whole occurrence.
    - Unless pre-approved in advance, leaving work early or arriving to work late and missing more than one-half of the work day.
  - b. A half (0.5) occurrence is counted for any one of the following:
    - Unless pre-approved in advance, arriving to work late after the start of the scheduled shift.
    - Unless pre-approved in advance, leaving work early and missing one-half or less of the work day.
4. Upon having a whole or half occurrence that results in a total of 8.0 (or greater) occurrences in the last 12-month rolling period, an employee may be subject to the corrective action steps outlined below. The next step of corrective action will be taken if the employee received a corrective action for occurrences in the last 12 months.

- Written counseling (to include update of employee's occurrence history and reminder of FMLA rights)
  - Written reprimand
  - One (1) day suspension
  - One (1) work week suspension
  - Termination
5. An employee may be required to produce proof of illness or disability before payment for sick leave may be approved in those cases where there has been a clear case of abuse, or where there has been a pattern that constitutes abuse and the supervisor has previously counseled the employee concerning their usage of sick leave.
6. If an employee fails to call-in for an absence or leaves work without authorization, the employee is AWOL and subject to immediate discipline for taking leave without authorization.

G. Integration of Sick Leave With Workers' Compensation

An employee who is physically unable to work because of a compensable injury or illness may use accumulated sick leave to supplement Worker's Compensation in accordance with the above guidelines for the Minor Sick Leave (Section C.1.b) and the Major Sick Leave Banks (Section C.1.a). This time shall not be used for disciplinary purposes.

H. Combination of Sick Leave

Sick leave may be used in conjunction with annual leave and LWOP for Childbirth, adoption and foster care as outlined within Article 16, Leaves of Absence.

I. Combination of FMLA with Sick Leave

Pursuant to the Family and Medical Leave Act of 1993 (FMLA) employees who need to take leave for their own "serious health condition" or that of a qualifying spouse, son, daughter or parent (under FMLA definitions) shall be eligible to utilize up to twelve (12) weeks per year (July-June). This leave may be taken as sick leave, annual leave or leave without pay if sick leave and annual leave has been exhausted. Subject to the approval by the Administrator of Human Resources, an employee may request to have their accrued leave balance prorated according to the duration of his or her absence. This shall be in accordance with Article 16, Leaves of Absence. The Hospital retains the right to approve requests for more than twelve (12) weeks based upon the operational needs of the Hospital. Employees may be required to provide adequate documentation to substantiate such requests. The employee shall be provided with benefit coverage as mandated under the FMLA while on such leave. This section shall also be applicable to domestic partners as defined by Hospital policy.

J. Sick Leave Compensation

Eligible employees shall be compensated for sick leave at their regular rate of pay for the hours they would have been scheduled to work. Such payment shall include applicable shift differentials provided that the employee has worked the shift for at least six (6) consecutive months or has been on a regular shift rotation basis.

K. If the Hospital has reason to believe that an employee may have been exposed to a contagious disease or a possible work related injury or illness, the employee may be required to submit to an examination by a physician or dentist of the Hospital's choice at the Hospital's expense. Any employee refusing to submit to such an examination shall be subject to disciplinary action.

L. Employees may seek assistance from the Hospitals' Employee Assistance Program or request a leave of absence to obtain treatment for drug or alcohol dependence. Employees may use annual leave or sick leave for such treatment. An employee will not be disciplined or terminated for self-disclosing a need for such treatment. The disciplinary safe harbor provided by this section does not extend to any impairment, dependence, or illegal drug use discovered other than by self-disclosure nor to any conduct, behavior, action, or omission that occurs while the employee is impaired by, dependent on, or using drugs or alcohol.

M. In response to emergency circumstances, a supervisor may deny an employee's call-in and the employee will be required to report for work as scheduled. Emergency circumstances include matters such as regional emergencies resulting in disaster staffing levels or widespread illness affecting a particular unit that cannot be adequately managed through overtime and assistance from per diem staff and Staffing Office resources. An employee who fails to report to work after receiving the call-in denial will be subject to discipline for being absent without leave (AWOL). An employee who notifies the supervisor they cannot honor the call-in denial because they are incapable of working due to their own medical condition or that of a minor son or daughter will not be subject to discipline for AWOL if the employee provides medical documentation establishing the illness of the minor son or daughter or that the employee was physically or mentally incapable of work.

**Article 16**  
**LEAVES OF ABSENCE**

A. Personal Leaves

1. Upon written application of the employee, a leave of absence may be granted for a period of time not to exceed thirty (30) calendar days by the department head. Such leaves of absence shall not be renewed and seniority shall continue to accumulate during the leave.
2. An employee requesting a leave of absence for more than thirty (30) days shall make written application to his/her department head on a form approved by the Hospital. Such requests may not be for a period of more than 90 calendar days. Such leave may be granted on the approval of the administrator. Seniority will continue to accrue during such leave. The appropriate administrator may upon the written request of the employee extend such leave. However, any leave granted pursuant to this section shall not exceed an employee's accumulated seniority or one (1) year.

Such leave shall not be granted for the purpose of working another job except with the specific written approval of the appropriate administrator and the Administrator of Human Resources. Working on another job without approval during such leave could, at the discretion of the Hospital, result in termination of an employee's seniority and employment.

3. Pursuant to the Family and Medical Leave Act of 1993 (FMLA) employees who need to take leave for their own "serious health condition" or that of a qualifying spouse, son, daughter or parent (under FMLA definitions) shall be eligible to utilize up to twelve (12) weeks per year (July-June). This leave may be taken as sick leave, annual leave or leave without pay if sick leave and annual leave has been exhausted, as outlined above and in accordance with Article 15, Sick Leave. Subject to the approval by the Administrator of Human Resources, an employee may request to have their accrued leave balance prorated according to the duration of his or her absence. All such requests shall be made in writing through the appropriate supervisory chain. The Hospital retains the right to approve employee requests for more than twelve (12) weeks based upon the operational needs of the Hospital.
4. Leaves of absence requested under this section shall be granted in an equitable and reasonable manner taking into account the operational needs of the Hospital and the nature of the leave requested.

B. Union Leave of Absence

An employee elected or appointed to a permanent office in, or as a Union representative to, any Union activity necessitating a leave of absence, may be granted such leave for a minimum of one (1) month and not to exceed one (1) year. Written request for such leaves,

giving the length of leave requested should be given to the Human Resources Department as far in advance as possible but in no event less than ten (10) working days before the leave is to become effective. The Administrator of Human Resources shall advise the Union of the approval or denial of the request within five (5) workdays of receipt of the request. The Administrator for Human Resources upon written application of the employee may renew such leaves. Seniority shall accumulate during such a leave. Upon return to work at the expiration of such leave, the employee will be placed on the same or comparable job, seniority permitting, provided he is qualified to do the work, at the then current rate of pay.

#### C. Military Service

1. An employee shall be granted a leave of absence and re-employment upon expiration of the leave for service in the Armed Forces of the United States in accordance with applicable State and Federal laws.
2. The term "Armed Forces of the United States" is defined as but not limited to the United States Army, National Guard, Air National Guard or any reserve component thereof.
3. Any employee who is called to and performs short-term active military duty, including annual active duty for training, will be paid his regular straight time hourly rate for a maximum of fifteen (15) days during a calendar year for such duty. (The employee shall be paid for the number of hours he/she would normally be scheduled to work during two (2) consecutive weeks.) However, he/she will not be paid for such days commonly known or referred to as "weekend active duty".

To receive pay during short-term active duty, for which the employee is eligible, he must present a copy of his orders to the immediate supervisor.

#### D. Educational Leave and Training

1. An employee who has been employed by the Hospital on a regular full-time basis for at least two (2) continuous years shall be eligible for release time from work without pay or a leave of absence in order to pursue an educational or training program as provided herein.
  - a. The training and/or educational courses must be related to the employee's job as determined by the department head or leading to a degree related to a job existing at the Hospital as determined by Human Resources.
  - b. Release time may be approved by the department head, giving full consideration to required work schedules and shall not exceed six (6) hours per week per semester. Release time should not be unreasonably withheld. An employee shall not receive premium pay to accommodate schedule adjustments made pursuant to these provisions. An employee whose

schedule is changed in order to accommodate another employee's utilization of educational leave may refuse such assignment if the change will result in his/her receiving a reduced shift differential premium. If no employee can be found to cover the requesting employee's schedule, then the request may be denied.

c. An unpaid leave of absence may be granted by following the procedure set forth in Section A above. Such leave shall not exceed one (1) school year and may be granted only with the understanding that the employee will be enrolled in an accredited educational institution on a full-time basis. Seniority will accumulate during such leave except that the leave cannot exceed the employee's accumulated seniority.

2. If a leave secured under this provision is used for any other reason, the employee may be terminated.

#### E. Disability Leave

1. An employee who is disabled will be granted a leave of absence for the period of proven disability as supported by satisfactory medical evidence. In the event of a medical dispute concerning disability, the employee shall submit to an examination by a physician or physicians of the Hospital's choice at no expense to the employee.

2. Seniority shall accumulate during such leave subject to the provisions of Article 11, Section C, Paragraph 7 beginning with the date the leave commenced.

#### F. Childbirth, Adoption, and Foster Care Placement

1. Provided that an employee provides at least thirty (30) days advance written notice, unless birth occurs before the 30th day, an employee will be granted up to twenty-four (24) work weeks of sick leave, annual leave, or leave without pay if sick leave and annual leave has been exhausted for the birth of the employee's son or daughter or for the adoption of a child or the placement of a foster-care child with the employee. This leave may be extended due to complications of pregnancy for up to one (1) year in accordance with Section E above.

2. If both parents are employed in any capacity by the hospital, the combined leave allowed between them under this section shall be twenty-four (24) workweeks. The Labor Management Committee will be used to explore leave accrual donation opportunities between parents who are both employed by the Hospital.

3. Seniority shall accumulate during such period and the employee retains their shift seniority during their absence.

G. Return from Leave of Absence

1. An employee returning from a leave of absence shall be placed on a job the employee is qualified to perform, in line with his seniority in the department and classification where the employee holds seniority. However, an employee who has restrictions or limitations as a result of a compensable injury/illness pursuant to the Worker's Compensation Act may be placed on a job without regard to the provisions of Article 11, Section G insofar as such placement is consistent with the efficiency of operations and does not cause undue hardship on other employees assigned to the unit. When such employee is restored to full duty, he may be returned to the unit he was assigned to before incurring the compensable injury/illness. If the job no longer exists, the employee shall be placed on a vacant comparable job in another department he is qualified to perform. Failing that, an employee shall be placed on another job he is qualified to perform in his department in line with his seniority.
2. There will be no obligation to return an employee to work prior to the expiration of a leave of absence. However, he may be returned to work if it is practicable and reasonable to do so.

**Article 17**  
**PAID LEAVE**

A. Jury Duty

1. When an employee is called for duty, the employee shall be paid up to eight (8) hour's pay at the straight time rate. If the time spent on jury duty is six (6) hours or more, the employee shall not be required to return to work; if it is less than six (6) hours, the Hospital may require the employee to return and work the balance of the shift.
2. Evening or night shift employees shall be excused from work and receive regular pay for a shift if they serve four (4) or more hours on duty during the calendar day on which their shift begins; if they serve less than four (4) hours on jury duty during that calendar day, then they shall on that calendar day be released from duty with regular pay for the corresponding number of hours and partial hours which they served.
3. Night shift employees (2300-0700 or 1900-0700 shifts) will not be scheduled to work the night before juror orientation day. 1900-0700 night shift employees at work who are required to report for jury duty the following day will be excused from work by 2300 that night and will received regular pay for that shift.
4. Night shift employees scheduled to report at 2300 who are required to report for jury duty the following day will be excused from work for that shift and will receive regular pay for that shift. Affected employees will notify their supervisor as soon as possible but no later than 1900.
5. Every effort shall be made to allow day shift employees who work 12 hour shifts, if they so desire, to make up the extra four (4) hours lost prior to the end of that pay period. If they desire not to then they make up that time by using annual leave, accrued holiday and/or compensatory time.
6. Employees who work a regular day shift where the beginning of the shift is prior to the start of jury duty shall be excused from reporting to work and shall report instead for jury duty at the hour scheduled by the court. The six (6) hours described in the first paragraph above shall begin with the hour on which the employee's shift normally begins.
7. Employees shall endorse over the check they receive from the court for jury duty to the Hospital Finance Dept. Employees shall notify their supervisor as soon as practical after they are summoned for jury duty so that replacement plans can be made. Notification shall be made by submitting a copy of the summons.
8. Overtime and shift differential will not be paid for jury duty hours. Time paid for jury duty will not be considered as hours worked for purposes of computing



overtime.

9. An employee may be required to provide documentation of having served on jury duty.

#### B. Bereavement Leave and Pay

1. When death occurs in an employee's immediate family, the employee may use up to the equivalent of three (3) shifts of paid bereavement leave following the date of death. Due to extenuating circumstances such as distance to be traveled, settling of the estate, etc., the employee, upon request, may be granted up to two (2) weeks of time off: three (3) shifts of paid bereavement leave and any combination of annual leave, compensatory time, holiday, or leave without pay. The term "immediate family" is defined by the definitions contained in Article 15, Section B.
2. An employee excused from work under this Section shall, after making written application, be paid up to a total of three (3) work shifts including applicable shift differential. This is contingent upon the employee having worked weekends and/or nights for six (6) continuous months or being on a regular shift rotation schedule. Time paid under this Section will not be counted as hours of work for purposes of computing overtime.
3. When death occurs in an employee's extended family – family that is not defined as "immediate family" in Section B.1 above – the employee may request annual leave or up to the equivalent of three (3) shifts of leave without pay following the date of death, and such requests shall not be unreasonably denied.

#### C. Voting Time

1. An employee who is eligible to vote will, upon request, be excused from work for two (2) hours at their straight time hourly rate for the purpose of voting providing that:
  - a. The employee's work begins two (2) hours or less after the opening of the polls, and
  - b. Ends three (3) hours or less before the closing of the polls
2. An employee who desires to be excused from work under this Section shall notify his supervisor at least twenty-four (24) hours in advance so the employee may be scheduled off without interfering with Hospital operations.

**Article 18**  
**TUITION REIMBURSEMENT**

A. Criteria

1. An employee who has been employed by the Hospitals for at least six (6) continuous months in a non-temporary position of .50 FTE or greater shall, upon advanced written approval, be eligible for a reimbursement of tuition paid for educational and/or training courses taken at the University of New Mexico, the Central New Mexico College (CNM) or another accredited educational institution.
2. Courses must be for credit and related to the employee's job or leading to another existing job as determined by the department head.
3. If the department head determines the course is not related to the job and the employee is denied approval for the course, the employee may appeal to the Executive Director. The Executive Director shall meet with the department head, employee and a Union representative if the employee so desires, to discuss the reimbursement issue. The Executive Director's decision on job-relatedness shall be final.

B. Reimbursement

1. To apply for Tuition Reimbursement and to obtain reimbursement, the employee must submit to Human Resources all necessary documentation as specified in UNMH Policy 370-Tuition Reimbursement. When applying, the employee should include "wait list" classes. The Human Resources Department shall process requests for reimbursement within ten (10) workdays of having received all necessary documents.
2. The total number of courses per fiscal year for which an employee is eligible to be reimbursed for is dependent upon the employee's FTE status as determined by Human Resources at the time the course is completed as shown below:

1.0 to .90 FTE Status	24 credit hours per fiscal year
.70 to .80 FTE Status	21 credit hours per fiscal year
.50 to .60 FTE Status	18 credit hours per fiscal year

3. Upon successfully completing a course with at least a grade of "C," or a "pass" in the event the course is only offered on a pass/fail basis, the employee will be reimbursed for the tuition and any associated laboratory fee for the course. However, reimbursement will not exceed the in-state resident tuition amount charged by the University of New Mexico for a comparable course. The employee will pay additional costs. "Tuition" reimbursed shall include 100% of the "tuition differential" charged by the University of New Mexico.

4. All provisions of the Tuition Reimbursement program as detailed in UNMH Policy 370-Tuition Reimbursement apply.

**Article 19**  
**BENEFITS**

A. Retirement

The Hospital provides employees with retirement benefits, which are described in Hospital Personnel Policy and the Hospital's Human Resources/Benefits website.

B. Insurance

1. The Hospital agrees to provide employees with Group Life, Accidental Death and Dismemberment, Long Term Disability, Medical and Dental Insurance programs. The Hospital will continue its supplemental Life Insurance Program as outlined in Hospital Personnel Policy.
2. The benefits provided in these programs are described in detail in the Master Contracts of the respective carriers including the health insurance Group Benefit plan summary. To be eligible for these programs, employees will be required to execute the enrollment forms.
3. In calendar year 2019, the Hospital will pay 100% of the premium for standard network health insurance for employees of a .75 FTE and above. The Hospital will pay at least 60% of the premium for employees .5 to .7 FTE. However, employees who elect to not participate in biometrics screening remain responsible for 10% of the premium, and employees who are tobacco users remain responsible for 15% of the premium. Employees who elect coverage for their dependents will pay 100% of the dependent coverage premium. Following ratification of this Agreement, negotiations will commence to negotiate the premium percentage contributions in this subsection for the period after calendar year 2019.
4. In calendar year 2019, the Hospital will pay 100% of the premium for dental insurance for employees of a .75 FTE and above. The Hospital will pay 60% of the premium for employees .5 to .7 FTE. Employees who elect coverage for their dependents will pay 100% of the dependent coverage premium. Following ratification of this Agreement, negotiations will commence to negotiate the premium percentage contributions in this subsection for the period after calendar year 2019.
5. The premiums and co-pays charged for individuals and dependent coverage for applicable insurance are subject to change annually as may be determined by the insurance carrier.

C. Part-time Employees

Part-time employees, of at least a 0.5 FTE, shall accrue vacation, sick leave and Hospital contributions to the Employee Retirement plan based on all hours paid during a biweekly

pay period, excluding on call, overtime, double time and holiday overtime hours. Accrual of holiday hours and employee contributions that apply towards health and dental insurance will be determined by that portion of the FTE that they hold as reflected in the personnel record.

D. Other Benefits

1. Any privileges, employee discounts, etc., extended to Hospital employees by the University of New Mexico will be extended to employees in the bargaining unit in the form offered by the University.
2. The Hospital will facilitate and cooperate in scheduling presentations by representatives of the employees' retirement plan administrator related to employee's dates of vesting in order to optimize the employees' knowledge of benefits and options available at such times.
3. Employees shall be given a thirty percent (30%) discount on food service purchases in the Hospital Cafeteria. To secure this discount, employees must display proper employee identification.

E. Health Care Committee

A special Health Care Committee shall review and make annual recommendations regarding employee wellness and the health insurance offered to employees at University Hospitals, including, but not limited to, changes to premiums for dependent and individual coverage, co-pays, co-insurance, deductibles, and any other out-of-pocket health plan expenses. District 1199NM may select a total of six (6) employee representatives (for both bargaining units) to serve on this committee comprised of twelve (12) participants. Participants serve on the committee for the calendar year, and may be reappointed without limitation. District 1199NM may have one (1) non-employee observer attend committee meetings in a non-participatory capacity. Annual recommendations will be made by a majority of the committee. If a majority of the committee cannot agree on recommendations, the Hospital will schedule a mediator from the Federal Mediation and Conciliation Service (FMCS) to facilitate up to two (2) meetings of the committee, and no employee health plan expenses will be increased prior to the conclusion of the meetings.

**Article 20**  
**MISCELLANEOUS PROVISIONS**

A. Uniforms, Identification Badges, Parking Tags, Clothing and Hospital Property

The current policy with respect to supplying up to five (5) uniforms per fiscal year, depending on the employee's work schedule, will be continued.

Employees who lose, damage, or fail to return uniforms upon separation of employment will be required to reimburse the Hospital.

Employees are responsible for the identification badges, parking tags, clothing and other Hospital property issued to them. If they are lost, mutilated, or destroyed, employees may be charged the cost of replacement.

B. Garnishment of Wages

The Hospital will notify employees whose earnings have been garnished. Upon request, the employee will be provided with a copy of the Writ and the computations used to determine the amount to be deducted from the earnings.

C. Personnel File

An employee may, during non-work time, inspect his/her personnel file in the Human Resources Dept. during normal business hours. If he/she desires a copy of any document in the file he/she is entitled to have they may be charged a fee consistent with Hospital policy, upon ordering the documents.

D. Personal Vehicle

Employees who are required to utilize their personal vehicle for employer business shall maintain appropriate insurance and shall be reimbursed for mileage in accordance with State regulations governing mileage and per diem.

E. Translator

Except in cases of a medical emergency and/or a disaster, no employee is required to serve as a translator. This does not apply to those situations when an individual is requested to provide simple instruction, information or direction to a patient/customer. It specifically applies to those situations when specific medical information is either being sought or given.

F. Supervisor's Employee Journal Entries

The Union recognizes the Hospitals' use of the Supervisor's Employee Journal as a means of documentation of constructive criticism and documenting positive reinforcement (such

as: I CARE awards, Employee of the Month awards, and other distinguished awards). A supervisor shall have a verbal discussion with the employee regarding a journal entry containing criticism or negative feedback before making the entry into the Supervisor's Employee Journal, which shall then be provided to the employee and proof of delivery kept, which may include the employee's signature. Employees may respond to journal entries in writing, and the response shall be included in the journal. Employees may request to review their Supervisor's Employee Journal entries. Supervisor's Employee Journal entries will be moved from the department file to the HR personnel file prior to an employee's inter-department transfer if requested by the employee.

G. DOT Medical Certifications

Employees subject to Department of Transportation (DOT) commercial driver's license (CDL) requirements must be medically certified through UNMH Occupational Health Services (OHS) or, upon specific election, UNM Employee Occupational Health Services (EOHS). To elect certification through EOHS, the employee shall request in writing exception from OHS's Unit Director, who shall approve exceptions and provide instructions on obtaining certification through EOHS.

H. Smoking

Smoking includes the use of any type of lighted cigar, cigarette, or pipe; the use of chewing tobacco; or the use of any type of activated electronic smoking device.

The Hospital will provide educational services to staff about the hazards of smoking and information and services on quitting smoking. The Hospital shall encourage support groups for smokers in the process of quitting smoking.

The Hospital shall maintain two (2) designated smoking areas at the Main Hospital. Each offsite location away from the Main Hospital will establish and/or maintain one (1) designated smoking area.

I. Employees will be required as a condition of employment to have on file with their department their telephone number where they can be contacted.

J. As a condition of continued employment, licensed personnel must furnish to the Hospital a current license or certification if requested by the Hospital.

K. A copy of all new and revised Hospital personnel policies pertaining to this bargaining unit will be provided to the Union when published.

L. Time spent at Hospital committees that the employee has been assigned by the Hospital to participate in shall be counted as time worked.

M. The Union agrees to participate on Hospital appointed committees which address preparation for The Joint Commission (TJC) survey and employee time spent in TJC

preparation shall be counted as time worked.

- N. It is the Hospital's intention not to replace permanent staff positions with casual or per diem staff.



**Article 21**  
**CENSUS MANAGEMENT**

A. In the event the manager/supervisor determines there is more staff scheduled to work than will be needed to meet patient care requirements, the following procedure shall be applicable:

1. If an employee is reassigned or floated to another unit, it will be to a unit to which the employee has been oriented. The employee may request additional orientation when the employee feels it is necessary to safely complete the patient care assignment. The units to which an employee may be oriented will be related to areas of expertise and experience. When an employee is assigned or volunteers to work outside of their assigned service area they will be paid the differential of two dollars and fifty cents (\$2.50) per hour. Service areas shall be defined as:

- a. All med/surg. units to include diagnostics, and ambulatory care;
- b. All pediatric to include diagnostics and ambulatory care;
- c. All women's services to include diagnostics and ambulatory care; and
- d. All other areas.

2. In the event the number of scheduled employees (not to include orientees) is greater than needed for a particular shift, employees will be considered for floating assignments. If no such assignments are deemed to be available or such assignment is not warranted, then the opportunity to leave work shall be distributed equally among those employees desiring to leave.

Employees may upon request be paid for such leave by utilizing accrued holiday or annual leave. No employee shall be required to take annual leave except as provided herein.

3. In the event that staffing cannot be adjusted to the appropriate level by application of the above, then an employee may be unscheduled to work for a maximum of two (2) days during the pay period. However, no employee shall be unscheduled pursuant to this provision and paragraph 2 above for more than 20 days between July 1 and June 30 unless the employee volunteers for additional days. In those instances where an employee volunteers for census management those times will not be credited towards the 20-day maximum.

An employee must be unscheduled for a minimum of four (4) hours in order for that absence to be counted towards the two- (2) day per pay period.

4. Consistent with efficient operations and potential requirements in a unit, the "census managed" employee will either be released from work for the entire shift

with no obligation to be available or will be in a census control on call status. Standard on-call and call back rates and rules apply in accordance with Article 10.

5. These unscheduled periods provided herein shall be distributed equitably among employees on comparable shifts in a manner consistent with the efficiency of Hospital operations and shall be rotated whenever practical.
6. Any employee removed from the schedule shall be notified at least ninety (90) minutes prior to the start of the scheduled shift, provided that he/she is accessible by telephone to receive notification. However, once an employee reports to work, the employee may be unscheduled (census managed) at any time during the shift. The employee shall be guaranteed a minimum of two (2) hours of work paid.
7. Records with respect to the administration of this article shall be maintained in each unit/department and shall be available for reasonable review by the Delegate for that area or Union Representative.

**Article 22**  
**STRIKES, STOPPAGES AND LOCKOUTS**

A. Scope

1. It is the intent of the Parties to this Agreement that the procedures herein shall serve as the exclusive means for settlement of all disputes that may arise between them.
2. The Union may be automatically decertified and any collective bargaining agreement immediately terminated if it or its members engage in any activities set forth in Section B below.
3. Any bargaining unit member who engages in any activity set forth in Section B below or any other concerted interruption of Hospital operations is subject to immediate termination without further recourse.

B. Strikes/Stoppages

1. No employee shall engage in any strike, sit-downs, sickouts, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital.
2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-in, slowdowns, sick out, cessation or stoppage or interruption of work, boycott. Or other interference with operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

C. Lockouts

During the term of this Agreement, the Hospital will not lock out any employees.

**Article 23**  
**PARTIAL INVALIDITY, SEPARABILITY, AND WAIVER**

A. Partial Invalidity and Separability

1. Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including Memoranda of Understanding, or letters supplemental, amendatory or related thereto, the parties shall negotiate replacement for the affected provisions. Such replacement provisions shall become effective immediately upon agreement, and shall remain in effect for the duration of the Agreement.
2. In the event that any of the provisions of this Agreement, including Memoranda of Understanding, or letters supplemental, amendatory or related thereto, shall become invalid or unenforceable, such invalidity or un-enforcement shall not affect the remaining provisions thereof.
3. This Agreement is the only Agreement between the Parties and supersedes any and all previous Agreements.

B. Waiver

The Parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining and the agreements arrived at by the parties after the exercise of that right and opportunity and are set forth in the Agreement. Therefore, the Hospital and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that they shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Article 24**  
**HOSPITAL SAFETY**

- A. The Union shall be entitled to designate one (1) employee representative from this bargaining unit to the Hospital's Situational Awareness For Everybody (SAFE) Committee. The representative shall be a fully participating member of the SAFE Committee.
- B. The Hospital and Union will establish a Labor Management Security Committee comprised of four (4) representatives appointed by the Hospital and four (4) representatives appointed by District 1199. The Committee will review and develop action plans on matters involving employee safety, which may include, but not be limited to: a protocol for publication on steps to be taken when patients/visitors engage in violence against employees; additional methods for securing the physical structures through metal detectors, security/police presence, canines, etc.; and increased use of MOAB training for staff.
- C. Health and Safety
1. It is the responsibility of the Hospital to provide employees with a safe, clean and healthy work environment in a manner consistent with Hospital operations.
  2. For employees who are required to wear safety shoes while working, the Hospital will pay one-half (½) the cost of such shoes, approved by the department head, up to a maximum of \$105.00 in a twelve- (12) month period.
  3. The Hospital will furnish and maintain any specialized safety equipment and clothing employees may be required to use in the performance of their job.
  4. The Hospital will provide an Occupational Health Service.
  5. Employees are encouraged to report Health and Safety concerns to their supervisor and shall not be subject to any discipline or retaliation for such actions. Employees will not be disciplined for using justifiable levels and methods of self-defense against physical attacks.
  6. Any employee having a concern with the level of staffing or with their patient assignment may notify the supervisor on duty and shall not be subject to discipline or retaliation for raising such concerns.
- D. Workplace Violence
1. Signs at the Hospital's public entrances will include warnings that violence against health care workers is unlawful and subject to prosecution.
  2. Any act or threat of violence by any employee against any other employee, patient,

visitor or any other person on Hospital premises is prohibited and subject to disciplinary action.

**Article 25**  
**LABOR MANAGEMENT COMMITTEE**

- A. There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the Hospital and the Union. The Union may appoint up to ten (10) committee members representative of the bargaining unit.
- B. Responsibility for chairing the meeting shall alternate each meeting between the Union and management.
- C. The committee shall be made up of ten (10) members from management and ten (10) members from the Union. Time spent at the meetings shall be counted as time worked.
- D. Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the appropriate department. One (1) designated member from each party will refine drafts of the minutes.
- E. Meetings will be held as needed but no less than every other month at a mutually agreed upon time. The meetings shall be scheduled for ninety (90) minutes. The committee shall exchange agenda items at least seven (7) days in advance of the meeting. The agenda shall include a brief description of each item to be discussed. Discussion of agenda items will be alternated. If neither party proposes any agenda items, the meeting will be canceled.
- F. Each topic will be discussed fully and action reached before proceeding to another topic. Topics requiring further study may be tabled and will be placed on the following month's agenda for action.
- G. The Labor Management Committee shall not have the power to alter or amend the provisions of this agreement.
- H. Staffing levels and related subjects will be considered in the Labor Management Staffing Committee. The parties further agree that members of the Labor Management Staffing Committee will undergo training offered through the Federal Mediation and Conciliation Service to assist them in improving communication and in utilizing the committee process more effectively in order to improve the operation of the hospital.

**Article 26**  
**ORIENTATION AND CONTINUING EDUCATION**

- A. Employees who are assigned to a department and those employees being cross-trained shall be assigned to work with a designated, experienced staff member (trainer) in order to receive proper training and orientation. The length of such training shall depend upon the nature of the unit and the performance of the individual employee as determined by the employee, the trainer and the department manager or designated representative. The employee may request additional training or orientation to safely complete the assignment.
- B. In order to facilitate employees attending pertinent job-related conferences, seminars and training courses or to obtain CEUs and training courses available both within or outside the Hospital, employees may be permitted up to forty (40) hours of paid leave during a fiscal year for this purpose, which will be prorated as follows: .5FTE may be eligible for up to 20 hours, .6FTE may be eligible for up to 24 hours, .7FTE may be eligible for up to 28 hours, and .75 FTE and above may be eligible for up to 40 hours. The appropriate Administrator or designee must approve any leaves pursuant to this provision prior to the leave being taken. Management approval shall not be unreasonably withheld. Copies of all request forms will be returned to the employee indicating the action.

To obtain payment for such leave, the employee must show satisfactory proof of having attended and completed the conference, workshop, etc., and make any report required by the appropriate Administrator or designee.

- C. Where special training and/or certification/re-certification is required as a condition of continued employment (i.e., BLS or other requirements) the Hospital will pay any required fee and will not charge against the hours provided in this Article for such training that is usually conducted during work hours.
1. The employee may request, or the Hospital provide, additional training or orientation to safely complete the assignment.
- D. Employees shall be compensated at the appropriate rate of pay for time spent in meetings, conferences, training sessions, and competencies which are required by the Hospital. When an employee voluntarily attends meetings, etc., which are not required by the Hospital, the Hospital shall not be responsible for any compensation.

It is the employee's responsibility to maintain appropriate credentials such as licensure, certification or registration in order to meet the minimum qualifications for their job.

- E. The Hospital may, on terms subject to its discretion, extend financial scholarships to employees who enroll in and complete selected academic degree programs.



**Article 27**  
**SUCCESSORSHIP**

If the Hospital in its entirety or any portion is sold, leased, or contracted out to either private or public entity the Hospital shall notify the Union in writing ninety (90) days in advance. The Hospital shall inform the Union of the name and address of the purchaser, lessee, or transferee, and the effective date of sale, lease, or transfer.

**Article 28**  
**JOB DESCRIPTION AND RECLASSIFICATION**

A. New Job Classifications

Management's right to establish new job classifications and to alter job duties is recognized. In the event the Hospital, in its discretion, creates a new job classification which the employer believes may be in the bargaining unit, the Hospital will establish the rate of pay for such position and shall give the union notice and an opportunity to request bargaining. If the union does not request bargaining within fourteen (14) calendar days of notice the hospital shall presume that the union does not wish to bargain. If management significantly alters an existing job classification within the bargaining unit, the Union and employee(s) in that classification will be notified of all changes, and implementation shall be effective 48 hours following notice (exclusive of weekends and holidays), and the employee(s) in that classification may petition the Administrator for Human Resources for reclassification in accordance with Section C Below.

B. Job Description

1. Job descriptions will reflect the duties that employees are typically performing or are expected to perform within the normal work cycle. A job description will be provided to each employee upon date of hire to a position, and when changes occur in the position that requires a new job description.
2. When the term "other related duties as assigned" is used in job description, the term is understood to mean duties related to employee's recurring duties.

C. Reclassification

Any employee who believes that their position is improperly classified will first discuss it with their immediate supervisor or manager to obtain information and guidance as to the basis for the classification. This discussion may include a Human Resource Compensation Specialist. If the supervisor or manager believes that the employee is performing duties outside of his or her classification to a degree that it justifies a reclassification of that employee's position, the supervisor or manager will petition the Executive Director.

**Article 29**  
**TEMPORARY ASSIGNMENT**

The Employer shall have the right to temporarily assign an employee to perform duties above or below his or her job classification. When it is known in advance that an employee is to be temporarily assigned to a job at a higher grade for a period of more than 120 consecutive calendar days, the action will be processed as an interim promotion if the employee is qualified and meets all legal and regulatory requirements for the temporary promotion. An employee so assigned shall receive his regular rate of pay for any such temporary assignment below his grade or classification.

**Article 30**  
**SENIOR TRANSCRIPTIONISTS**

- A. The language below replaces all previous agreements and memoranda of understanding between the parties related to Senior Transcriptionists. It is agreed that the following terms apply only to Senior Transcriptionists and that any conflicting provisions of the Collective Bargaining Agreement (CBA) regarding the following terms are specifically waived. Any provision of the CBA not expressly modified by this Article shall stay in effect as expressed in the CBA.
- B. Any change in technology that could result in a job description change and/or terms and conditions of employment shall be subject to mandatory bargaining.
- C. The normal workweek is Monday through Sunday, 7:00 AM to 7:00 PM. Office hours while working from home are 7:00 AM to 7:00 PM, and when working in office are 8:00 AM to 5:00 PM. Senior Transcriptionists may be permitted to perform some or all of their work from home. Senior Transcriptionists working from home will inform management via email or phone of unscheduled system downtime at the time it occurs. During these unscheduled downtimes, the employee will work in-house at a computer equipped to allow completion of job responsibilities.
- D. The Hospital agrees to install and maintain all equipment it deems necessary for Senior Transcriptionists to perform work from home, and agrees to pay the installation and monthly fees for internet service. Employees shall safeguard all equipment in accordance with Hospital policies and shall return all equipment in good working condition upon termination of employment. Employees are subject to Hospital policies governing confidentiality and security. Under no circumstance shall an employee print any Protected Health Information (PHI).

**Article 31**  
**SUBCONTRACTING OF WORK**

- A. The Hospital will notify the Union in writing at least 60 calendar days prior to the subcontracting of work that is normally performed by the bargaining unit which would result in the implementation of a reduction in force. (The Union and the Hospital shall meet to discuss the issue at least one day prior to notification to the employees.) Upon notification, appropriate posted vacancies shall be held for those employees affected by the reduction in force for placement offers in accordance with Article 11, Section E.
  
- B. The Hospital will notify the Union in writing at least 30 calendar days prior to subcontracting with a third-party vendor that takes work away from bargaining unit employees who are currently performing the work, unless due to emergency circumstances such advance notice is not possible, in which case notice will be provided as soon as practicable.
  
- C. Upon providing 30 or 60 day notice, whichever is applicable, the parties shall meet to bargain the impact of the subcontracting if requested by the Union. The Hospital will respond in accordance with the law to Union information requests regarding the subcontracting.

**Article 32**  
**PERFORMANCE EVALUATIONS**

- A. Supervisors shall discuss the performance criteria and goals to be established for an employee's job at the beginning of the evaluation period. Individually attainable goals will be determined with employee input in a manner that is consistent with their classification and job duties.
- B. Upon request, employees shall be shown documentation, if any, used to determine the final score on their evaluations.
- C. A Performance Improvement Plan (PIP) is a remediation tool to help an employee improve performance and meet departmental standards. Essential job functions identified on a PIP shall be based on more than a single incident of poor performance. If an employee is placed on a PIP, they shall be provided non-patient documentation used to support the initiation of the PIP and used to assess performance in the PIP feedback sessions. Patient documentation shall be reviewed with the employee and copies will be provided upon request with patient identifying information redacted.
- D. An employee who does not pass the PIP may be subject to discipline up to and including demotion or termination.
- E. An employee who passes a PIP must maintain satisfactory performance for the one-year period following the initiation of the PIP. If the performance addressed in the PIP again becomes unsatisfactory during the following one-year period, termination of employment may be proposed. Such unsatisfactory performance shall be based on more than a single incident of poor performance.
- F. For an employee who passes a PIP and maintains satisfactory performance for the one-year period following the initiation of a PIP, the PIP material in the employee's personnel record shall be removed upon the employee's specific request.

**Article 33**  
**TERM OF AGREEMENT**

This Agreement shall continue in full force and effect for three (3) years from the effective date (until June 30, 2022). This Agreement becomes effective on approval by the CEO of UNM Hospitals or by another duly authorized official and ratification by the Union or when so ordered by an arbitrator in interest arbitration under the University of New Mexico Labor Management Resolution. This Agreement will automatically be renewed for one (1) additional year, unless either Party requests re-negotiations by December 1, 2021, in which case negotiations for a successor Agreement shall begin in December 2021. During the renegotiations of this Agreement the terms of this Agreement shall remain in full force.

The Parties agree that this Agreement constitutes the complete and sole Agreement of the Parties. The parties may, by mutual agreement, amend this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their authorized representatives.

UNIVERSITY OF NEW MEXICO HOSPITALS

_____	9/27/2019
Kathleen R. Becker, MPH, JD, FACHE	Date
CEO, UNM Hospitals	

NUHHCE DISTRICT 1199NM SUPPORT STAFF

_____	9/07/2019
Lillie Sandoval	Date
District 1199NM Treasurer	

_____	9/07/2019
Yolanda Ulmer	Date
District 1199NM Staff Representative	

_____	9/07/2019
Martha Vargas	Date
Support Staff Chapter President	

## Appendix A SENIORITY GROUPS

The seniority groups referenced in this Agreement are as follows:

1209 Clinic	Asst Medical
1209 Clinic	Asst Medical I
1209 Clinic	Asst Medical Certified
1209 Clinic	Clerk Outpt
1209 Clinic	Coord PCMH
1209 Clinic	Spec Master Scheduler
1213 Univ.-Environmental Srves	Housekeeper
1213 Univ.-Facilities Maint.	Maint Spec I
1213 Univ.-Facilities Maint.	Maint Spec II
1213 Univ.-Facilities Maint.	Maint Spec III
Admitting	Asst Case Management
Admitting	Spec Registration & Eligibility
Adult Oncology Med/Surg	Tech Patient Care
Advanced Access	Coord Patient Care
Ambulatory Pre-Processing Ctr	Spec Registration & Eligibility
Anesthesia	Tech Anesthesia
Anesthesia	Tech Anesthesia Certified
Anesthesia	Tech Anesthesia Trainee
Anesthesia	Tech Medical Equipment I
Anesthesia - BBRP	Tech Anesthesia
Anesthesia - BBRP	Tech Anesthesia Certified
Anesthesia - BBRP	Tech Anesthesia Trainee
Anticoagulation Services	Asst Medical
Anticoagulation Services	Asst Medical I
Anticoagulation Services	Asst Medical Certified
Anticoagulation Services	Clerk Outpt
Anticoagulation Services	Coord Patient Care
Atrisco Heritage Clinic	Asst Medical
Atrisco Heritage Clinic	Asst Medical I
Atrisco Heritage Clinic	Asst Medical Certified
Atrisco Heritage Clinic	Coord PCMH
Audiology	Coord Patient Care
Burn & Wound Services	Tech Patient Care
Cardiac Cath Lab	Coord Patient Care
Cardiology Clinic	Asst Medical
Cardiology Clinic	Asst Medical I
Cardiology Clinic	Asst Medical Certified
Cardiology Clinic	Clerk Outpt



Cardiology Clinic	Tech Cardiac Device
Care Management Services	Asst Case Management
Care Management Services	Asst Medical
Care Management Services	Asst Medical I
Care Management Services	Asst Medical Certified
Care One	Clerk Outpt
Central Supply	Clerk Inventory
Centralized Scheduling	Clerk Outpt
Centralized Scheduling	Coord Patient Care
Charge Entry	Clerk DC & Charge Entry
Childrens Hosp Heart Cntr	Clerk Outpt
Childrens Hosp Heart Cntr	Coord Patient Care
Children's Svcs Admin	Coord Patient Care
CHILE-Lower Extremity Healing	Asst Medical Certified
CHILE-Lower Extremity Healing	Tech Ortho I
Clinical Engineering	Tech Medical Equip Bed Repair
Clinical Engineering	Tech Medical Equipment I
Clinical Engineering	Tech Medical Equipment II
Clinical Neuroscience Center	Asst Medical
Clinical Neuroscience Center	Asst Medical I
Clinical Neuroscience Center	Asst Medical Certified
Clinical Neuroscience Center	Clerk Outpt
Clinical Neuroscience Center	Spec Master Scheduler
Communications	Operator PBX
Coronary Care Subacute	Tech Nursing
Coronary Care Subacute	Tech Patient Care
CRC/CTC (5-E)	Tech Nursing
CRC/CTC (5-E)	Tech Patient Care
CTH Information Technology	Tech Pc Support
Dermatology Clinic 1021 Med	Asst Medical
Dermatology Clinic 1021 Med	Asst Medical I
Dermatology Clinic 1021 Med	Asst Medical Certified
Dermatology Clinic 1021 Med	Tech OR Certified
Diabetes Comprehensv Care Ctr	Asst Medical
Diabetes Comprehensv Care Ctr	Asst Medical I
Diabetes Comprehensv Care Ctr	Asst Medical Certified
Digest Disease Health Center	Asst Medical
Digest Disease Health Center	Asst Medical I
Digest Disease Health Center	Asst Medical Certified
Digest Disease Health Center	Clerk Outpt
Digestive Disease Center	Asst Medical
Digestive Disease Center	Asst Medical I
Digestive Disease Center	Asst Medical Certified

Digestive Disease Center	Clerk Outpt
Digestive Disease Procedures	Asst Medical
Digestive Disease Procedures	Asst Medical I
Digestive Disease Procedures	Asst Medical Certified
Digestive Disease Procedures	Tech Endoscopy
Digestive Disease Procedures	Tech Endoscopy Certified
DOIM-Non Proc. Sub-Specialties	Asst Medical
DOIM-Non Proc. Sub-Specialties	Asst Medical I
DOIM-Non Proc. Sub-Specialties	Asst Medical Certified
DOIM-Non Proc. Sub-Specialties	Clerk Outpt
DOIM-Outpatient Treatment Ctr	Asst Medical
DOIM-Outpatient Treatment Ctr	Asst Medical I
DOIM-Outpatient Treatment Ctr	Asst Medical Certified
ED North	Aide Nurse
ED North	Tech ER I
ED North	Tech ER II
ED North	Tech Nursing
ED North	Tech Patient Care
Emergency Department	Aide Nurse
Emergency Department	Aide Nurse Certified
Emergency Department	Tech ER I
Emergency Department	Tech ER II
Emergency Department	Tech Nursing
Emergency Dept - Admin	Clerk DC & Charge Entry
Emergency Dept - Admin	Clerk Outpt
Emergency Dept - Admin	Coder I
Emergency Dept - Admin	Coder II
Emergency Dept - Admin	Coder III
Emergency Dept - Admin	Rep Patient Services
Emergency Dept - Admin	Tech Patient Svcs
Emergency Dept - Admin	Tech Pharmacy I
Emergency Dept - Admin	Tech Pharmacy II
Endoscopy Center	Asst Medical
Endoscopy Center	Asst Medical I
Endoscopy Center	Asst Medical Certified
Endoscopy Center	Coord Patient Care
Endoscopy Center	Tech Endoscopy
Endoscopy Center	Tech Endoscopy Certified
Endoscopy Center	Tech OR
Endoscopy/GI - Pediatric	Tech Endoscopy
ENT Clinic	Asst Medical
ENT Clinic	Asst Medical I
ENT Clinic	Asst Medical Certified

ENT Surgical Specialty Clinic	Asst Medical
ENT Surgical Specialty Clinic	Asst Medical I
ENT Surgical Specialty Clinic	Asst Medical Certified
ENT Surgical Specialty Clinic	Clerk Outpt
ENT Surgical Specialty Clinic	Rep Ambulatory Surgical Svcs
Environmental Services	Housekeeper
ER Observation	Tech Patient Care
Facilities Maintenance	Coord Facilities
Facilities Maintenance	Gardener
Facilities Maintenance	Maint Spec I
Facilities Maintenance	Maint Spec II
Facilities Maintenance	Maint Spec III
Facilities Maintenance	Maint Spec Jour Carpenter V
Facilities Maintenance	Maint Spec Painter
Facilities Maintenance	Tech Low Voltage Systems
Family Practice (3-N)	Tech Patient Care
Family Practice Clinic	Asst Medical
Family Practice Clinic	Asst Medical I
Family Practice Clinic	Asst Medical Certified
Family Practice Clinic	Clerk Outpt
Family Practice Clinic	Coord PCMH
Financial Assistance	Clerk Outpt
Financial Assistance	Rep Patient Services
Flu Clinic	Spec Medical Records
Food and Nutrition	Aide Food Svc
Food and Nutrition	Cashier
Food and Nutrition	Clerk Receiving
Food and Nutrition	Cook I
Food and Nutrition	Cook II
Food and Nutrition - BBRP	Aide Food Svc
Food and Nutrition - BBRP	Aide Nutrition Care
Food and Nutrition - BBRP	Clerk Receiving
Food and Nutrition - BBRP	Cook I
Food and Nutrition - BBRP	Cook II
Food and Nutrition - BBRP	Spec Catering
Food and Nutrition - BBRP	Tech Dietetic
Gen Med/SAC (4-W)	Tech Nursing
Gen Med/SAC (4-W)	Tech Patient Care
General Medicine	Tech Patient Care
General Pediatrics Unit	Tech Patient Care
General Stores	Clerk Mail
General Stores	Clerk Receiving
General Stores	Clerk Shipping & Receiving

General Stores	Clerk Shipping & Receiving Sr
General Stores	Courier
General Surgery (6-S)	Tech Nursing
General Surgery (6-S)	Tech Patient Care
General Surgery Clinic	Asst Medical
General Surgery Clinic	Asst Medical I
General Surgery Clinic	Asst Medical Certified
General Surgery Clinic	Clerk Outpt
Heart Station	Clerk Outpt
Heart Station	Coord Patient Care
Heart Station	Tech Cardiovascular I
Heart Station	Tech Cardiovascular II
HIM Clinical Documentation	Coder I
HIM Clinical Documentation	Coder II
HIM Clinical Documentation	Coder III
HIM Coding	Coder I
HIM Coding	Coder II
HIM Coding	Coder III
Home Health Care	Aide Home Health Care
Home Health Care	Coord Patient Care
I/P Hemodialysis	Tech Hemodialysis
I/P Hemodialysis	Tech Hemodialysis Trainee
I/P Hemodialysis	Tech Medical Equipment I
Intermediate Care Nursery	Tech Patient Care
IT - Customer Service	Tech IT Hardware
IT - Customer Service	Tech Pc Support
IT - Network & Infrastructure	Tech Network
IT - Sys/Devpmt & Admin App	Operator Computer
Kidney Transplant Svcs	Asst Medical
Kidney Transplant Svcs	Asst Medical I
Kidney Transplant Svcs	Asst Medical Certified
Kidney Transplant Svcs	Coord Patient Care
Labor and Delivery	Clerk Outpt
Labor and Delivery	Tech OB
Labor and Delivery	Tech OB Lead
Labor and Delivery	Tech OB Patient Care
Labor and Delivery	Tech Patient Care
Laundry and Linen	Linen Attendant
Life Safety Systems	Tech Life Safety
Med/Surg Subacute (4-E)	Tech Nursing
Med/Surg Subacute (4-E)	Tech Patient Care
Medical Records/Support Svcs	Clerk Medical Records Sr
Medical Records/Support Svcs	Coord Medical Records Research

Medical Records/Support Svcs	Spec Medical Records
Medical Records/Support Svcs	Tech Health Info Mgmt
Medical Records/Support Svcs	Tech Health Info Mgmt II
Medical Records-Transcription	Transcriptionist Sr
Medical/Cardiac ICU	Tech Patient Care
Medicine Clinic	Asst Medical
Medicine Clinic	Asst Medical I
Medicine Clinic	Asst Medical Certified
Medicine Clinic	Clerk Outpt
Medicine Clinic	Spec Master Scheduler
Milagro OP OB Clinic	Asst Medical
Milagro OP OB Clinic	Asst Medical I
Milagro OP OB Clinic	Asst Medical Certified
Mother & Baby Unit (3-E) BBRP	Tech Patient Care
Native American Health Svcs	Coord Patient Care
Native American Health Svcs	Rep Patient Services
NE Heights Clinic	Asst Medical
NE Heights Clinic	Asst Medical I
NE Heights Clinic	Asst Medical Certified
NE Heights Clinic	Clerk Outpt
NE Heights Clinic	Coord PCMH
NE Heights Clinic	Spec Master Scheduler
Nephrology Clinic	Asst Medical
Nephrology Clinic	Asst Medical I
Nephrology Clinic	Asst Medical Certified
Neurodiagnostics Lab	Coord Patient Care
Neuropsychology	Clerk Outpt
Neuropsychology	Coord Patient Care
Neuroscience	Tech Nursing
Neuroscience	Tech Patient Care
Neuroscience ICU	Asst Clinical
Neuroscience ICU	Tech Patient Care
Neurosurgery Clinic	Asst Medical
Neurosurgery Clinic	Asst Medical I
Neurosurgery Clinic	Asst Medical Certified
Neurosurgery Clinic	Clerk Outpt
Newborn Clinic	Tech Patient Care
Newborn ICU	Tech Patient Care
Newborn Nursery/Level 1	Clerk Clinical Spec
Newborn Nursery/Level 1	Tech Patient Care
North Valley Clinic	Asst Medical
North Valley Clinic	Asst Medical I
North Valley Clinic	Asst Medical Certified

North Valley Clinic	Clerk Outpt
North Valley Clinic	Coord PCMH
Nursing OP Float Pool	Asst Medical
Nursing OP Float Pool	Asst Medical I
Nursing OP Float Pool	Asst Medical Certified
Nursing OP Float Pool	Clerk Outpt
Occupational Health Svcs	Asst Medical
Occupational Health Svcs	Asst Medical I
Occupational Health Svcs	Asst Medical Certified
Occupational Health Svcs	Spec Medical Records
Operating Room	Clerk Clinical Spec
Operating Room	Clerk Outpt
Operating Room	Coord Patient Care
Operating Room	Or Orderly
Operating Room	Spec Master Scheduler
Operating Room	Tech Medical Equipment I
Operating Room	Tech OR
Operating Room	Tech OR Certified
Operating Room	Tech OR Service Coord
Operating Room	Tech OR Supply Liaison
Operating Room	Tech OR Svc Coord Certified
Operating Room	Tech Patient Care
Operating Room - BBRP	Coord Patient Care
Operating Room - BBRP	Or Orderly
Operating Room - BBRP	Tech OR
Operating Room - BBRP	Tech OR Certified
Operating Room - BBRP	Tech OR Service Coord
Operating Room - BBRP	Tech OR Svc Coord Certified
Ophthalmology Off Site Clinic	Clerk Outpt
Ophthalmology Off Site Clinic	Rep Ambulatory Surgical Svcs
Ophthalmology On Site Clinic	Clerk Outpt
Ophthalmology On Site Clinic	Rep Ambulatory Surgical Svcs
Orthopaedics Clinic	Asst Medical
Orthopaedics Clinic	Asst Medical I
Orthopaedics Clinic	Asst Medical Certified
Orthopaedics Clinic	Rep Ambulatory Surgical Svcs
Orthopaedics Clinic	Tech Ortho I
Orthopaedics Clinic	Tech Ortho II
Orthopaedics Clinic	Tech Ortho III
Orthopaedics Faculty Clinic	Asst Medical
Orthopaedics Faculty Clinic	Asst Medical I
Orthopaedics Faculty Clinic	Asst Medical Certified
Orthopaedics Faculty Clinic	Clerk Outpt

Orthopaedics Faculty Clinic	Rep Ambulatory Surgical Svcs
Orthopaedics Faculty Clinic	Tech Ortho I
Orthopaedics Faculty Clinic	Tech Ortho II
Orthopaedics Faculty Clinic	Tech Ortho III
Orthopedics (3-S)	Tech Ortho I
Orthopedics (3-S)	Tech Ortho II
Orthopedics (3-S)	Tech Ortho III
Orthopedics (3-S)	Tech Patient Care
OSIS Administration	Coord Patient Care
OSIS Operating Room	Or Orderly
OSIS Operating Room	Spec Master Scheduler
OSIS Operating Room	Tech OR
OSIS Operating Room	Tech OR Certified
OSIS Operating Room	Tech OR Certified
OSIS Operating Room	Tech OR Service Coord
OSIS Operating Room	Tech OR Svc Coord Certified
OSIS PACU	Tech Patient Care
OSIS Sports Medicine	Asst Medical
OSIS Sports Medicine	Asst Medical I
OSIS Sports Medicine	Asst Medical Certified
OSIS Sports Medicine	Clerk Outpt
OSIS Sports Medicine	Tech Ortho I
OSIS Sports Medicine	Tech Ortho II
OSIS Sports Medicine	Tech Ortho III
OSIS Sterile Processing	Tech Sterile Certified
OSIS Sterile Processing	Tech Sterile Processing
PACU	Aide Nurse
PACU	Aide Nurse Asst
PACU	Clerk Clinical Spec
PACU	Or Orderly
PACU	Tech Nursing
PACU	Tech Patient Care
PACU - BBRP	Clerk Clinical Spec
PACU - BBRP	Tech Patient Care
Pain Clinic	Asst Medical
Pain Clinic	Asst Medical I
Pain Clinic	Asst Medical Certified
Pain Clinic	Clerk Outpt
Parking and Transport	Clerk III
Parking and Transport	Driver
Patient Access	Coord Patient Care
Patient Financial Services	Clerk Spec I
Patient Financial Services	Clerk Spec II

Patient Financial Services	Clerk Spec III
Patient Financial Services	Coord Patient Care
Patient Financial Services	Rep Patient Services
Patient Services Float Pool	Aide Nurse
Patient Services Float Pool	Aide Nurse Certified
Patient Services Float Pool	Tech Nursing
Patient Services Float Pool	Tech Patient Care
Patient Transport	Transporter Patient
Pediatric Cardiology	Asst Medical
Pediatric Cardiology	Asst Medical I
Pediatric Cardiology	Asst Medical Certified
Pediatric Cardiology	Tech Cardiac Device
Pediatric Emergency Department	Tech ER I
Pediatric Emergency Department	Tech ER II
Pediatric Emergency Department	Tech Patient Svcs
Pediatric ICU	Tech Nursing
Pediatric ICU	Tech Patient Care
Pediatric Infusion Unit PIU	Asst Medical
Pediatric Infusion Unit PIU	Asst Medical I
Pediatric Infusion Unit PIU	Asst Medical Certified
Pediatric Infusion Unit PIU	Coord Patient Care
Pediatric Specialty Care	Tech Patient Care
Pediatrics Clinic	Asst Medical
Pediatrics Clinic	Asst Medical I
Pediatrics Clinic	Asst Medical Certified
Pediatrics Clinic	Clerk Outpt
Pediatrics Clinic	Coord PCMH
Pharmacy - 1201 CdS OP	Tech Pharmacy I
Pharmacy - 1201 CdS OP	Tech Pharmacy II
Pharmacy - Admin	Tech Pharmacy I
Pharmacy - Admin	Tech Pharmacy II
Pharmacy - AIC CdS	Tech Pharmacy I
Pharmacy - AIC CdS	Tech Pharmacy II
Pharmacy - Ambulatory O/P	Tech Pharmacy I
Pharmacy - Ambulatory O/P	Tech Pharmacy II
Pharmacy - Cancer Center	Tech Pharmacy I
Pharmacy - Cancer Center	Tech Pharmacy II
Pharmacy - Informatics	Tech Pharmacy I
Pharmacy - Informatics	Tech Pharmacy II
Pharmacy - Inpatient	Clerk Clinical Spec
Pharmacy - Inpatient	Tech Pharmacy I
Pharmacy - Inpatient	Tech Pharmacy II
Pharmacy - North Valley	Tech Pharmacy I



Pharmacy - North Valley	Tech Pharmacy II
Pharmacy - OSIS	Tech Pharmacy I
Pharmacy - OSIS	Tech Pharmacy II
Pharmacy - Outpatient	Tech Pharmacy I
Pharmacy - Outpatient	Tech Pharmacy II
Pharmacy - SE Heights	Tech Pharmacy I
Pharmacy - SE Heights	Tech Pharmacy II
Pharmacy - SW Mesa	Tech Pharmacy I
Pharmacy - SW Mesa	Tech Pharmacy II
Plant Operations & Maintenance	Maint Spec A/C Refrig VI
Plant Operations & Maintenance	Maint Spec Cpo VI
Plant Operations & Maintenance	Maint Spec Cpo VII
Plant Operations & Maintenance	Maint Spec Electrician VI
Plant Operations & Maintenance	Maint Spec Hvac Controls
Plant Operations & Maintenance	Maint Spec Plumber
Plant Operations & Maintenance	Maint Spec Utilities
Plant Operations & Maintenance	Tech Pneumatic Tube Systems
Post Transplant Clinic	Asst Medical
Post Transplant Clinic	Asst Medical I
Post Transplant Clinic	Asst Medical Certified
Post Transplant Clinic	Coord Patient Care
Pre-Anesthesia Clinic	Clerk Clinical Spec
Prescription Refill Line	Tech Pharmacy I
Prescription Refill Line	Tech Pharmacy II
Print Shop	Operator Print Shop
Psychiatry Faculty Clinic	Coord Patient Care
Pulmonary Diagnostics	Clerk Outpt
Pulmonary Diagnostics	Coord Patient Care
Quality Outcomes	Tech Quality
Radiology - CT Scan	Tech Patient Svcs
Radiology - Film Library	Coord Medical Records Research
Radiology - General	Tech Patient Svcs
Radiology - MRI	Tech Patient Svcs
Radiology - Nuclear Med	Coord Patient Care
Radiology - Registration	Clerk Outpt
Radiology - Scheduling	Clerk Outpt
Radiology - Scheduling	Coord Patient Care
Referral Authorization Mgmt	Coord Patient Care
Rehabilitation Outpatient 1025	Clerk Outpt
Rehabilitation Outpatient 1025	Coord Patient Care
Rehabilitation Outpatient 1025	Tech Rehab Svcs
Rehabilitation Services	Clerk Outpt
Rehabilitation Services	Coord Patient Care

Rehabilitation Services	Tech Rehab Svcs
Rehabilitation-Wound Care	Tech Rehab Svcs
SE Heights Clinic-Texas	Asst Medical
SE Heights Clinic-Texas	Asst Medical I
SE Heights Clinic-Texas	Asst Medical Certified
SE Heights Clinic-Texas	Clerk Outpt
SE Heights Clinic-Texas	Coord PCMH
SE Heights Clinic-Texas	Driver
Sleep Disorders Center-1101-2	Asst Medical
Sleep Disorders Center-1101-2	Asst Medical I
Sleep Disorders Center-1101-2	Asst Medical Certified
Sleep Disorders Center-1101-2	Clerk Outpt
Sleep Disorders Center-1101-2	Coord Patient Care
Southwest Mesa Clinic	Asst Medical
Southwest Mesa Clinic	Asst Medical I
Southwest Mesa Clinic	Asst Medical Certified
Southwest Mesa Clinic	Clerk Outpt
Southwest Mesa Clinic	Coord PCMH
Southwest Mesa Clinic	Spec Master Scheduler
Speech/Language Pathology	Coord Patient Care
Sterile Processing	Tech Sterile Certified
Sterile Processing	Tech Sterile Processing
Sterile Processing - BBRP	Tech Sterile Certified
Sterile Processing - BBRP	Tech Sterile Processing
Surgical Specialties	Asst Medical
Surgical Specialties	Asst Medical I
Surgical Specialties	Asst Medical Certified
Surgical Specialties	Clerk Outpt
Surgical Specialty Unit	Tech Nursing
Surgical Specialty Unit	Tech Patient Care
Trauma Support	Clerk III
Trauma/Surgical ICU	Tech Patient Care
UNM LoboCare Clinic	Asst Medical
UNM LoboCare Clinic	Asst Medical I
UNM LoboCare Clinic	Asst Medical Certified
UNM LoboCare Clinic	Clerk Outpt
UNM LoboCare Clinic	Coord PCMH
UNMHS Appointment Center	Clerk Outpt
UNMHS Appointment Center	Coord Patient Care
Urgent Care Center	Asst Medical
Urgent Care Center	Asst Medical I
Urgent Care Center	Asst Medical Certified
Urgent Care Center	Clerk Outpt

Urology	Asst Medical
Urology	Asst Medical I
Urology	Asst Medical Certified
Urology	Rep Ambulatory Surgical Svcs
Vascular Lab	Coord Patient Care
Vascular Surgery Clinic	Asst Medical
Vascular Surgery Clinic	Asst Medical I
Vascular Surgery Clinic	Asst Medical Certified
Westside Allergy Clinic	Asst Medical
Westside Allergy Clinic	Asst Medical I
Westside Allergy Clinic	Asst Medical Certified
Westside Family & Senior Hlth	Asst Medical
Westside Family & Senior Hlth	Asst Medical I
Westside Family & Senior Hlth	Asst Medical Certified
Westside Family & Senior Hlth	Clerk Outpt
Westside Family & Senior Hlth	Coord PCMH
Women's Care	Asst Medical
Women's Care	Asst Medical I
Women's Care	Asst Medical Certified
Women's Care	Clerk Outpt
Women's Care	Spec Master Scheduler
Women's Health Center	Asst Medical
Women's Health Center	Asst Medical I
Women's Health Center	Asst Medical Certified
Women's Health Center	Clerk Outpt
Women's Health Center	Rep Ambulatory Surgical Svcs
Women's Health Center	Spec Master Scheduler
Women's Health Center	Tech Nursing
Women's Special Care	Tech Patient Care
Women's Svcs Admin	Spec Master Scheduler
Women's Ultrasound Clinic	Asst Medical
Women's Ultrasound Clinic	Asst Medical I
Women's Ultrasound Clinic	Asst Medical Certified
Women's Ultrasound Clinic	Clerk Outpt
Women's Ultrasound Clinic	Coord Patient Care

## **Appendix B DEPARTMENTS**

The term “department” throughout this Agreement references an employee’s cost center. The current list of departments containing bargaining unit employees is as follows:

1209 Clinic  
1213 Univ.-Environmental Srves  
1213 Univ.-Facilities Maint.  
Admitting  
Adult Oncology Med/Surg  
Advanced Access  
Ambulatory Pre-Processing Ctr  
Anesthesia  
Anesthesia - BBRP  
Anticoagulation Services  
Atrisco Heritage Clinic  
Audiology  
Burn & Wound Services  
Cardiac Cath Lab  
Cardiology Clinic  
Care Management Services  
Care One  
Central Supply  
Centralized Scheduling  
Charge Entry  
Childrens Hosp Heart Cntr  
Children's Svcs Admin  
CHILE-Lower Extremity Healing  
Clinical Engineering  
Clinical Neuroscience Center  
Communications  
Coronary Care Subacute  
CRC/CTC (5-E)  
CTH Information Technology  
Dermatology Clinic 1021 Med  
Diabetes Comprehensv Care Ctr  
Digest Disease Health Center  
Digestive Disease Center  
Digestive Disease Procedures  
DOIM-Non Proc. Sub-Specialties  
DOIM-Outpatient Treatment Ctr  
ED North

Emergency Department  
Emergency Dept - Admin  
Endoscopy Center  
Endoscopy/GI - Pediatric  
ENT Clinic  
ENT Surgical Specialty Clinic  
Environmental Services  
ER Observation  
Facilities Maintenance  
Family Practice (3-N)  
Family Practice Clinic  
Financial Assistance  
Flu Clinic  
Food and Nutrition  
Food and Nutrition - BBRP  
Gen Med/SAC (4-W)  
General Medicine  
General Pediatrics Unit  
General Stores  
General Surgery (6-S)  
General Surgery Clinic  
Heart Station  
HIM Clinical Documentation  
HIM Coding  
Home Health Care  
I/P Hemodialysis  
Intermediate Care Nursery  
IT - Customer Service  
IT - Network & Infrastructure  
IT - Sys/Devpmt & Admin App  
Kidney Transplant Svcs  
Labor and Delivery  
Laundry and Linen  
Life Safety Systems  
Med/Surg Subacute (4-E)  
Medical Records/Support Svcs  
Medical Records-Transcription  
Medical/Cardiac ICU  
Medicine Clinic  
Milagro OP OB Clinic  
Mother & Baby Unit (3-E) BBRP  
Native American Health Svcs  
NE Heights Clinic

Nephrology Clinic  
Neurodiagnostics Lab  
Neuropsychology  
Neuroscience  
Neuroscience ICU  
Neurosurgery Clinic  
Newborn Clinic  
Newborn ICU  
Newborn Nursery/Level 1  
North Valley Clinic  
Nursing OP Float Pool  
Occupational Health Svcs  
Operating Room  
Operating Room - BBRP  
Ophthalmology Off Site Clinic  
Orthopaedics Clinic  
Orthopaedics Faculty Clinic  
Orthopedics (3-S)  
OSIS Administration  
OSIS Operating Room  
OSIS PACU  
OSIS Sports Medicine  
OSIS Sterile Processing  
PACU  
PACU - BBRP  
Pain Clinic  
Parking and Transport  
Patient Access  
Patient Financial Services  
Patient Services Float Pool  
Patient Transport  
Pediatric Cardiology  
Pediatric Emergency Department  
Pediatric ICU  
Pediatric Infusion Unit PIU  
Pediatric Specialty Care  
Pediatrics Clinic  
Pharmacy - 1201 CdS OP  
Pharmacy - Admin  
Pharmacy - AIC CdS  
Pharmacy - Ambulatory O/P  
Pharmacy - Cancer Center  
Pharmacy - Informatics

Pharmacy - Inpatient  
Pharmacy - North Valley  
Pharmacy - OSIS  
Pharmacy - Outpatient  
Pharmacy - SE Heights  
Pharmacy - SW Mesa  
Plant Operations & Maintenance  
Post Transplant Clinic  
Pre-Anesthesia Clinic  
Prescription Refill Line  
Print Shop  
Psychiatry Faculty Clinic  
Pulmonary Diagnostics  
Quality Outcomes  
Radiology - CT Scan  
Radiology - Film Library  
Radiology - General  
Radiology - MRI  
Radiology - Nuclear Med  
Radiology - Registration  
Radiology - Scheduling  
Referral Authorization Mgmt  
Rehabilitation Outpatient 1025  
Rehabilitation Services  
Rehabilitation-Wound Care  
SE Heights Clinic-Texas  
Sleep Disorders Center-1101-2  
Southwest Mesa Clinic  
Speech/Language Pathology  
Sterile Processing  
Sterile Processing - BBRP  
Surgical Specialties  
Surgical Specialty Unit  
Trauma Support  
Trauma/Surgical ICU  
UNM LoboCare Clinic  
UNMHS Appointment Center  
Urgent Care Center  
Urology  
Vascular Lab  
Vascular Surgery Clinic  
Westside Allergy Clinic  
Westside Family & Senior Hlth

Women's Care  
Women's Health Center  
Women's Special Care  
Women's Svcs Admin  
Women's Ultrasound Clinic



**Appendix C  
PAY SCALE**

<b>Lawson</b>	<b>Pay Grade</b>	<b>Entry</b>	<b>Midpoint</b>	<b>Maximum</b>
2	BA	\$10.56	\$12.94	\$15.32
81	A5	\$10.61	\$13.01	\$15.39
82	A6	\$10.66	\$13.07	\$15.47
83	A7	\$10.71	\$13.13	\$15.54
13	G	\$10.75	\$13.15	\$15.57
7	D2	\$10.56	\$13.21	\$15.84
20	I	\$10.83	\$13.26	\$15.70
3	I2	\$10.88	\$13.33	\$15.77
21	J	\$10.95	\$13.42	\$15.87
17	H3	\$10.98	\$13.44	\$15.91
23	JK	\$10.99	\$13.45	\$15.93
22	JA	\$11.01	\$13.49	\$16.29
1	A1	\$11.12	\$13.62	\$16.12
4	J2	\$11.11	\$13.62	\$16.11
6	JB	\$11.17	\$13.69	\$16.52
75	J1	\$11.21	\$13.73	\$16.25
78	A2	\$11.23	\$13.75	\$16.27
18	HA	\$11.41	\$13.97	\$16.52
5	CA	\$11.40	\$13.98	\$16.56
89	A13	\$11.46	\$14.05	\$16.64
80	A4	\$11.52	\$14.10	\$16.69
90	A14	\$11.52	\$14.12	\$16.72
28	N	\$11.73	\$14.37	\$17.02
34	P	\$11.99	\$14.69	\$17.36
16	H2	\$12.04	\$14.75	\$18.14
9	E2	\$12.09	\$14.83	\$17.55
94	A18	\$12.21	\$14.98	\$17.72
12	F2	\$12.34	\$15.11	\$17.91
38	Q	\$12.42	\$15.21	\$18.00
11	F1	\$12.55	\$15.35	\$18.18
25	M	\$12.54	\$15.38	\$18.19
79	A3	\$12.61	\$15.43	\$18.27
33	O	\$12.69	\$15.53	\$18.39
67	X1	\$12.83	\$15.57	\$19.40
40	QP	\$12.73	\$15.58	\$18.46
19	HB	\$12.78	\$15.67	\$18.54
32	NB	\$13.02	\$15.95	\$18.88
46	RR	\$13.32	\$16.31	\$19.32
71	X2	\$13.48	\$16.34	\$20.37
87	A11	\$13.38	\$16.39	\$19.41
47	RS	\$13.70	\$16.80	\$19.88

<b>Lawson</b>	<b>Pay Grade</b>	<b>Entry</b>	<b>Midpoint</b>	<b>Maximum</b>
39	Q1	\$13.73	\$16.81	\$20.30
88	A12	\$13.84	\$16.96	\$20.08
27	M2	\$14.11	\$17.29	\$20.45
36	M3	\$14.17	\$17.38	\$20.55
58	TS	\$14.22	\$17.43	\$20.65
92	A16	\$14.29	\$17.51	\$20.75
29	N1	\$14.38	\$17.61	\$20.85
41	QR	\$14.42	\$17.67	\$21.52
86	A10	\$14.49	\$17.76	\$21.62
51	SS	\$14.58	\$17.84	\$21.12
30	N2	\$14.27	\$17.85	\$21.43
37	PR	\$14.77	\$18.11	\$21.44
54	T	\$14.90	\$18.24	\$21.58
48	RT	\$14.99	\$18.36	\$22.86
43	R2	\$15.00	\$18.37	\$21.75
24	K	\$14.79	\$18.48	\$22.18
84	A8	\$14.86	\$18.57	\$22.29
66	W	\$15.62	\$19.13	\$22.65
45	RB	\$15.72	\$19.24	\$22.77
26	M1	\$15.73	\$19.27	\$22.81
70	E1	\$15.53	\$19.41	\$23.28
68	Y	\$16.00	\$19.59	\$23.20
31	NA	\$16.19	\$19.85	\$23.46
60	TU	\$16.62	\$20.33	\$24.06
93	A17	\$16.70	\$20.42	\$24.17
61	U	\$16.95	\$20.78	\$24.59
35	PB	\$17.01	\$20.84	\$24.64
85	A9	\$17.18	\$21.04	\$24.89
63	U3	\$17.43	\$21.35	\$25.26
69	Y1	\$17.69	\$21.68	\$25.65
10	E3	\$17.80	\$21.79	\$25.82
44	RA	\$18.32	\$22.45	\$26.57
59	TT	\$18.35	\$22.50	\$26.62
65	V1	\$18.46	\$22.62	\$26.75
72	Y2	\$18.67	\$22.87	\$27.08
77	TV	\$18.78	\$23.01	\$27.23
74	V2	\$18.82	\$23.53	\$28.24
62	U1	\$19.25	\$23.57	\$29.28
55	T1	\$19.73	\$24.16	\$30.03
57	TA	\$20.16	\$24.70	\$29.26
56	T2	\$20.71	\$25.35	\$30.02
52	ST	\$20.73	\$25.38	\$30.05
50	S2	\$20.47	\$25.60	\$30.72
53	SU	\$21.69	\$26.56	\$31.44

<b>Lawson</b>	<b>Pay Grade</b>	<b>Entry</b>	<b>Midpoint</b>	<b>Maximum</b>
91	A15	\$21.80	\$26.69	\$31.59
42	R1	\$21.87	\$26.80	\$32.35
76	SV	\$22.52	\$27.57	\$32.64
49	S1	\$22.97	\$28.15	\$33.96
73	S3	\$24.12	\$29.56	\$35.66
64	US	\$25.81	\$31.62	\$37.43

**Appendix D**  
**GW & MBI INCREASES 2019**

<b>Job Title</b>	<b>GW</b>	<b>MBI</b>	<b>Total</b>
Aide Food Service	2.0%	1.5%	3.5%
Aide Home Health Care	2.0%	2.5%	4.5%
Aide Nurse	2.0%	2.0%	4.0%
Aide Nurse Asst	2.0%	2.5%	4.5%
Aide Nutrition Care	2.0%	2.5%	4.5%
Asst Case Management	2.0%	2.5%	4.5%
Asst Clinical	2.0%	2.0%	4.0%
Asst Medical	2.0%	1.5%	3.5%
Asst Medical Certified	2.0%	1.5%	3.5%
Asst Medical I	2.0%	1.5%	3.5%
Cashier	2.0%	1.5%	3.5%
Clerk Clinical Spec	2.0%	2.0%	4.0%
Clerk DC & Charge Entry	2.0%	3.0%	5.0%
Clerk III	2.0%	2.0%	4.0%
Clerk Inventory	2.0%	2.5%	4.5%
Clerk Mail	2.0%	3.0%	5.0%
Clerk Medical Records Sr	2.0%	3.0%	5.0%
Clerk Outpt	2.0%	1.5%	3.5%
Clerk Receiving	2.0%	2.0%	4.0%
Clerk Shipping &Receiving SR	2.0%	2.0%	4.0%
Clerk Shipping and Receiving	2.0%	2.0%	4.0%
Clerk Spec II	2.0%	2.5%	4.5%
Clerk Spec III	2.0%	2.5%	4.5%
Coder I	2.0%	1.5%	3.5%
Coder II	2.0%	1.5%	3.5%
Coder III	2.0%	1.5%	3.5%
Cook I	2.0%	2.5%	4.5%
Cook II	2.0%	2.5%	4.5%
Coord Facilities	2.0%	2.0%	4.0%
Coord Medical Records Research	2.0%	2.5%	4.5%
Coord Patient Care	2.0%	2.0%	4.0%
Coord PCMH	2.0%	1.5%	3.5%
Courier	2.0%	2.5%	4.5%
Driver	2.0%	2.5%	4.5%
Gardener	2.0%	3.0%	5.0%
Housekeeper	2.0%	1.5%	3.5%
Linen Attendant	2.0%	1.5%	3.5%
Maint Spec A/C REFRIG VI	2.0%	2.0%	4.0%
Maint Spec CPO VI	2.0%	1.5%	3.5%
Maint Spec CPO VII	2.0%	1.5%	3.5%
Maint Spec Electrician VI	2.0%	3.0%	5.0%
Maint Spec HVAC CONTROLS	2.0%	1.5%	3.5%
Maint Spec I	2.0%	3.0%	5.0%

<b>Job Title</b>	<b>GW</b>	<b>MB</b>	<b>Total</b>
Maint Spec II	2.0%	2.0%	4.0%
Maint Spec III	2.0%	2.0%	4.0%
Maint Spec Jour Carpenter V	2.0%	2.5%	4.5%
Maint Spec Millright	2.0%	1.5%	3.5%
Maint Spec Painter	2.0%	2.5%	4.5%
Maint Spec Plumber	2.0%	3.0%	5.0%
Maint Spec Utilities	2.0%	2.0%	4.0%
Operator Computer	2.0%	3.0%	5.0%
Operator PBX	2.0%	2.0%	4.0%
Operator Print Shop	2.0%	1.5%	3.5%
OR Orderly	2.0%	2.5%	4.5%
Rep Ambulatory Surgical Svcs	2.0%	2.5%	4.5%
Rep Patient Services	2.0%	3.0%	5.0%
Spec Catering	2.0%	1.5%	3.5%
Spec Master Scheduler	2.0%	3.0%	5.0%
Spec Medical Records	2.0%	3.0%	5.0%
SPEC MOTOR POOL	2.0%	2.5%	4.5%
Spec Registration & Eligibility	2.0%	2.0%	4.0%
Sterile Processing Liaison	2.0%	3.0%	5.0%
Tech Anesthesia	2.0%	1.5%	3.5%
Tech Anesthesia Certified	2.0%	1.5%	3.5%
Tech Anesthesia Trainee	2.0%	1.5%	3.5%
Tech Cardiac Device	2.0%	2.0%	4.0%
Tech Cardiovascular II	2.0%	1.5%	3.5%
Tech Cardiovascular I	2.0%	1.5%	3.5%
Tech Dietetic	2.0%	1.5%	3.5%
Tech EMU Monitor	2.0%	1.5%	3.5%
Tech Endoscopy	2.0%	2.0%	4.0%
Tech Endoscopy Certified	2.0%	2.0%	4.0%
Tech ER	2.0%	1.5%	3.5%
Tech ER I	2.0%	1.5%	3.5%
Tech ER II	2.0%	1.5%	3.5%
Tech Health Info Mgmt	2.0%	1.5%	3.5%
Tech Health Info Mgmt II	2.0%	1.5%	3.5%
Tech Hemodialysis	2.0%	1.5%	3.5%
Tech Hemodialysis Trainee	2.0%	1.5%	3.5%
Tech IT Hardware	2.0%	3.0%	5.0%
Tech Life Safety	2.0%	3.0%	5.0%
Tech Low Voltage Systems	2.0%	3.0%	5.0%
Tech Med Equipment I	2.0%	1.5%	3.5%
Tech Med Equipment II	2.0%	1.5%	3.5%
Tech Medical Equip Bed Repair	2.0%	2.0%	4.0%
Tech Monitor EKG	2.0%	1.5%	3.5%



<b>Job Title</b>	<b>GW</b>	<b>MB</b>	<b>Total</b>
Tech Network	2.0%	3.0%	5.0%
Tech Nursing	2.0%	1.5%	3.5%
Tech OB	2.0%	1.5%	3.5%
Tech OB Patient Care	2.0%	1.5%	3.5%
Tech OR	2.0%	2.5%	4.5%
Tech OR Certified	2.0%	2.5%	4.5%
Tech OR Equip & Instruments	2.0%	2.0%	4.0%
Tech OR Service Coord	2.0%	2.5%	4.5%
Tech OR Supply Liaison	2.0%	2.0%	4.0%
Tech OR Surgical Specialty	2.0%	2.5%	4.5%
Tech OR SVC Coord Certified	2.0%	2.5%	4.5%
Tech Ortho I	2.0%	1.5%	3.5%
Tech Ortho II	2.0%	1.5%	3.5%
Tech Ortho III	2.0%	1.5%	3.5%
Tech Patient Care	2.0%	1.5%	3.5%
Tech Patient Svcs	2.0%	1.5%	3.5%
Tech PC Support	2.0%	1.5%	3.5%
Tech Pharmacy I	2.0%	2.0%	4.0%
Tech Pharmacy II	2.0%	2.0%	4.0%
Tech Plastics Spec	2.0%	1.5%	3.5%
Tech Pneumatic Tube Systems	2.0%	1.5%	3.5%
Tech Quality	2.0%	2.0%	4.0%
Tech Rehab Services	2.0%	1.5%	3.5%
Tech Sterile Certified	2.0%	1.5%	3.5%
Tech Sterile Processing	2.0%	3.0%	5.0%
Transcriptionist SR	2.0%	3.0%	5.0%
Transporter Patient	2.0%	1.5%	3.5%