

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNITED HEALTH PROFESSIONALS
OF NEW MEXICO, AFT, AFL-CIO

AND

UNIVERSITY OF NEW MEXICO HOSPITALS
SANDOVAL REGIONAL MEDICAL CENTER CAMPUS

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PREFACE

University of New Mexico Hospitals (hereinafter the "Hospital", "UNMH") and United Health Professionals of New Mexico, AFT/AFL-CIO (hereinafter the "Union", "UHPNM") 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 University of New Mexico Hospitals (hereinafter, "Employer" or "Hospital") and United Health Professionals of New Mexico, AFT/AFL-CIO (hereinafter, the "Union"), acting herein on behalf of the Employees of the Employer, as hereinafter defined, not employed and hereafter to be employed and collectively designated as the "Employees."

ARTICLE 1. RECOGNITION

A. General

The parties acknowledge the New Mexico Public Employee Labor Relations Board as the governing authority for the conduct of all relations between the Hospital and the Union.

B. Exclusive Recognition of the Union

1. The Hospital recognizes the Union as the sole and exclusive bargaining agent for purposes of collective bargaining to establish rates of pay, hours of work, and other terms and conditions of employment for the following UNMH Sandoval Regional Medical Center regular full-time and regular part-time employees:

Case Managers, Clinic Techs, CT Techs, Dietitians, EEG Techs, Emergency Medical Techs, Interventional Radiology Techs, Licensed Clinical Social Workers, Medical Assistants, Mammography Techs, MRI Techs, Nuclear Medical Techs, Occupational Therapists, Paramedics, Patient Care Techs, Pharmacists, PSG Techs, Physical Therapists, Physical Therapy Assistants, Radiological Techs, Registered Nurses, Rehabilitation Techs, Respiratory Therapists, Respiratory Therapy Assistants, Sleep Lab Techs, Social Workers, Special Procedures Techs, Unit Based Educators, Urology Techs, Ortho/Casting Techs, Anesthesia Techs, Cardiology Techs, Speech Language Pathologists, Sterile Processing Techs, Surgical Techs, Techs, Ultrasound Techs, X-Ray Techs, including House Supervisors, Charge Nurses, Lead positions employed in any of the above positions.

2. This Agreement shall not include the following employees in the bargaining unit: supervisors, managers, confidential employees, administrative and supervisory personnel, temporary employees, and employees engaged in personnel work.
3. 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 terms of this Agreement.

C. 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 AND MAINTENANCE OF UNION DUES AND COPE

- 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 and COPE, 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 and COPE 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 United Health Professionals of New Mexico, 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.
- 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 of 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 Check-off Dues Form shall be the form in Appendix A of this agreement.

I. The provisions of this Article 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 Step Three of this Agreement's Article 7, Grievance Procedure.

ARTICLE 4. UNION RIGHTS

- 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.
- B. The President of the Union or designee shall notify the Director of Employee Relations 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 Director of Employee Relations or designee of a replacement.
- C. Representatives of the Union shall have reasonable access to the Hospital in public areas for the purpose of monitoring the administration of this Agreement and shall not interfere with patient care or Hospital operations. Representatives shall notify the Director of Employee Relations upon arrival.
- D. Representatives of the Union shall have reasonable access to the Employer's break rooms as follows:
 - 1. the right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations
 - 2. the right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.
 - 3. the right to use the Employer's facilities or property for the purposes of conducting meetings with the represented employees in the bargaining unit.
 - 4. The Union or designee shall notify the Chief Human Resources Officer or designee in writing of the Union representatives authorized to visit the Hospital on behalf of the Union. The Union may notify the Director of Employee Relations or designee if there is a replacement.
 - 5. Representatives of the Union shall have access to the Hospital in public areas for the purpose of monitoring the administration of this Agreement and shall not interfere with patient care or Hospital operations.
 - 6. In the event the union determines it is necessary to walk through nursing stations, patient treatment areas or other areas where patient care is delivered in order to enter and visit breakrooms, the union will contact the Director of Employee Labor Relations or designee to coordinate the date and time of such visit. The Union will provide twenty-four (24) hours' notice of the day of the visit (and the approximate times of such visit, if possible) and will provide the names of the representative who will be visiting and the breakrooms

to be visited. The union representative will be escorted to and from the break rooms by a designee for up to two (2) months after this Agreement takes effect, after which time Union representatives shall have access to break rooms without an escort. The parties agree to meet during the (2) month period to discuss the transition. Under no circumstances shall the union representative access patient rooms. Union representatives agree not to enter patient care areas in the event there is a security- or safety-related emergency or police matter in patient care areas that interfere with passage to the break room. If there is an alternative route to the break room during a security- or safety-related emergency or police matter, the union representative is entitled to use another access point.

7. As professionals the union representatives will take no actions which interfere with patient care or Hospital operations within the Hospital.
- E. The Hospital will provide one (1) bulletin board in each break room in departments staffed by bargaining unit members for use by the Union in posting Union-related materials and notices. The location of these boards will be agreed on mutually between the Union and the Hospital 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). 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 bulletin boards.
 - F. Union Representatives and stewards 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.
 - G. The work schedules of employees elected as Union stewards shall be adjusted to permit attendance at regular steward assembly meetings, steward training sessions and Union conventions, providing Hospital operations shall not be impaired. Stewards shall inform their supervisors of such events prior to the posting of the affected schedule.
 - H. 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. Hospital employee in violation of this provision of the agreement shall be subject to disciplinary action. In the event a union employee is in violation of this provision of the agreement the union employee may be subject to penalties under the SRMC Campus visitor policy.

- I. For purposes of training new stewards, a steward trainee may accompany a Union representative to investigatory and disciplinary meetings on the steward trainee's non-work time provided the employee being investigated or disciplined raises no objection to the steward trainee's presence at the meeting.
- J. During new employee orientation, a Union representative shall be entitled to no less than thirty (30) minutes, without the presence of management, in the schedule, excluding breaks or lunch periods, to make a presentation to those employees who choose to participate. The union representative will be introduced by the SRMC representative conducting orientation. New hires will clearly be informed in the presence of the union representative that attendance at the presentation is strictly voluntary. At the presentation, the Union representative may offer employees a copy of the Agreement and a current list of Union Representatives/Stewards 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.

ARTICLE 5. 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 Regents of the University of New Mexico. 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 the Hospital;
 2. Set standards;
 3. Exercise control and discretion over Hospital organization and its operations;
 4. Direct employees of the Hospital to hire, promote, transfer, assign, and retain employees in positions within the Hospital, and to suspend, demote, discharge, or take other disciplinary action against employees for just cause;
 5. Release the 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 Hospital operations are to be conducted; and
 8. Take whatever actions may be necessary to carry out the functions and mission of the Hospital 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 6. REPRESENTATION

- A. The Union shall be permitted one (1) steward 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. Stewards must be employees in the bargaining unit.
- C. Each steward 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 stewards will be given, and updated as they change, in writing to the Director of Employee Relations or designee.
- E. Each steward 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 steward needs more than two (2) hours within a week to participate in disciplinary procedures or for handling and processing grievances, he/she may draw upon the time allotted for other steward positions to be used in a non-overtime capacity during the steward's regular work hours. Only stewards who have been designated in writing by the Union as outlined in Section D above will be eligible for such consideration. Stewards who violate this provision may be subject to disciplinary action.
- F. Up to three (3) Union-designated representatives employed by the Hospital shall each be permitted two (2) 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 stewards and/or management, posting bulletin boards and other legitimate activities.
- G. A steward shall report to the steward's supervisor at the start of the shift. Thereafter, the steward 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 stewards' requests to leave their job assignments for this purpose. The Union steward when on union business, will report to their supervisor when they are leaving from or returning to their job. Due to staffing or other operational needs, management reserves the right to refuse the request. Requests will not be unreasonably denied.

For the purposes of administering this Article, upon entering any area whether on or off the steward's shift, the steward 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 steward, another assigned steward or Representative may represent the steward.

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 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. 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.
3. The supervisor shall meet with the grievant(s) and Union representative within ten (10) work days of having received the written grievance.
4. 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. Management directly involved in the grievance decision shall be named in the response.

5. Issues regarding the interpretation of this Agreement shall be addressed directly with the Director of Labor Relations or designee at Step Three.

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 or designee 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. 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.
5. Any grievance concerning suspension or loss of seniority may be initiated at Step Two.

E. Step Three: The Director of Labor Relations

1. If the grievance is not resolved at Step Two, it may be appealed to the Director of Labor Relations within ten (10) work days after it has been answered at Step Two.
2. The Director of Labor Relations 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 Director of Labor Relations 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. 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 Relations for a grievance initiated by the Union or the President of UHPNM 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 UHPNM 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 affected by the parties in accordance with the provisions of Article 8

ARTICLE 8. 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 Chief Human Resources Officer and the Local or National Union Representative 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 rule on any issue or dispute arising under the Employee Retirement plan or Insurance Plans. 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, regulations and The Joint Commission standards or New Mexico Public Employee Bargaining Act. 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. DISCIPLINE AND DISCHARGE

- A. No employee shall be disciplined except for just cause. Discipline is defined as a written reprimand, 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 a Union representative and will not be dissuaded from requesting representation. No further discussion will take place until the Union Delegate is provided the opportunity to be present. However, the unavailability of a Union Delegate will not cause the interview to be delayed for more than twenty-four (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 disciplinary 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 twenty (20) calendar days after the employee's line management learns of the misconduct but not to exceed six (6) 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) Union 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 and to the designated Union Representative/Delegate if requested. The employee or designated

Union Representative/Delegate will have four (4) 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 issued 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 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.
 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 confirming email shall be sent 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.
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) Steward/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/Steward. The employee or the designated Union Representative/Steward will have four (4) 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.
- H. 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.

ARTICLE 10. 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 and 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, providing they meet all of the following eligibility rules unless otherwise provided herein. If an employee is not scheduled off eight (8) hours for each holiday that occurs in a pay period, holiday hours will accrue according to the employee's status for use at a later date. Employees in a .9 FTE status who work all twelve- (12) hour shifts will accrue eight (8) hours of holiday pay.
 - a. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
 - b. The employee must have worked the last scheduled workday prior to and the next scheduled work day after such holiday. This shall apply except:
 - 1) In case of an illness or accident in accordance with Article 25, Sick Leave and Attendance 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 an employee's scheduled day off falls on a holiday, a compensatory day off will be scheduled. Management and employee shall jointly schedule a holiday compensation day thirty (30) days before or thirty (30) days after the Holiday. Employee's holiday compensation 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. In the event that the employee refuses to take the holiday compensatory day within thirty (30) days before or after the holiday, the shift differential will not be paid. 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. The holiday pay out shall be computed at the employee's straight time rate exclusive of shift differential in accordance with B(2).
 4. An employee who is scheduled to work on a holiday and is absent because of illness or disability shall not receive premium holiday pay, but may receive accrued sick leave pay for hours that otherwise were scheduled to be worked. The employee will not receive a compensatory day off except:
 - a. In case of an illness or accident in accordance with Article 25, Sick Leave and Attendance 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 employee's approved vacation period, the employee will receive eight (8) straight time hours for holiday pay and will not have the day charged against vacation time. However, an employee may elect to receive eight (8) straight time hours of pay for such holiday provided the department head is notified in writing at least two (2) weeks in advance.
 6. An employee whose shift starts on the day of a designated holiday shall be paid time and one-half (1½) the straight time hourly rate, including any applicable shift differential, for all hours worked on that shift.
 7. 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 she/he is required to work on the holiday.
 8. FLSA-Exempt Employees. The provisions of this Section B are applicable to FLSA-exempt employees except to the extent: (a) shift differential does not apply; (b) employees shall only receive straight time pay for work on a designated holiday; and (c) for work on a designated holiday, employees shall accrue one and one-half (1½) times the number of holiday compensatory hours for use to schedule alternative days off or, if unused, for payout as provided in Section B.
- B. Necessary holiday work schedules will be distributed equitably among employees in those departments and units that are required to work such schedules.

ARTICLE 11. 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 Chief Human Resources Officer. 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 25, Sick Leave and Attendance. Subject to the approval by the Chief Human Resources Officer, 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 up to a period of one (1) year. Written notification 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. 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 or she 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, Marines, Air Force, Navy, Coast Guard, Space Force, 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 one (1) continuous year 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 Seniority 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 twelve (12) 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. Up to twelve (12) additional work weeks of leave will be granted upon request from the employee and with the approval of department leadership and Human resources. The hospital may utilize other Full-Time, Part-time, PRN or contract labor to meet patient care needs while the employee is on leave caring for their child. This leave may be extended due to complications of pregnancy for up to one (1) year in accordance with Section E above.
2. 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 in a job without regard to the provisions of Article 12, 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 or she may be returned to work if it is practicable and reasonable to do so.

PAID LEAVE

H. Jury Duty Paid Leave

1. When an employee is called for jury duty, the employee shall be paid up to eight (8) hours 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 to 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 jury duty during the calendar day on which the 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 receive 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 will be made to allow day shift employees who work twelve- (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 may 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 Department. 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.

I. Bereavement Leave and Pay Paid Leave

1. When death occurs in an employee's immediate family, the employee may use up to the equivalent of one (1) regular week of 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: one (1) regular week of shifts of paid bereavement leave and any combination of annual leave, compensatory time, or leave without pay. The term "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.
2. An employee excused from work under this Section shall, after making written application, be paid up to a total of the equivalent of one (1) regular week of shifts. Applicable shift differential, providing the employee has worked weekends and/or nights for six (6) continuous months or is

on a regular shift rotation schedule, shall be paid. 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 one (1) regular week of shifts of leave without pay following the date of death, and such requests shall not be unreasonably denied.

4. If an employee regularly works more shifts in one week of the payroll period than in the other, then the benefit in this Section B is set by the week with the greater number of shifts (e.g., employee who regularly works four days one week and three days the following week is entitled to four days of bereavement leave). In no instance shall an employee be entitled to more than five days of bereavement leave.

J. Voting Time Paid Leave

1. An employee who is eligible to vote will, upon request, be excused from work for two (2) hours at the straight time hourly rate for the purpose of voting providing that:
 - a. The employer'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 the employee's supervisor at least twenty-four (24) hours in advance so the employee may be scheduled off without interfering with Hospital operations.

ARTICLE 12. SENIORITY, REDUCTION IN FORCE, AND TRANSFERS

A. Seniority 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. Seniority 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 under a leave of absence provision.
3. Hospital and Department seniority shall accrue during a period of continuous layoff not to exceed the lesser of one (1) year 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. 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.

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 and emailed to the employees personal email address 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 or if the above do not distinguish them, seniority shall be determined by alphabetical order.

E. Reduction in Force Layoff

For purposes of layoff and recall, seniority shall be based on department seniority.

1. In the event of a reduction in force layoff, Management will notify the employees involved and the appropriate Local or International 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. Contracted and probationary employees in the department shall be laid off first without regard to their individual periods of employment. Next, employees who have not established seniority in the department shall, seniority permitting, be returned to the department where they hold seniority. Thereafter, employees shall be reduced on the basis of department seniority.
3. Employees with sufficient seniority to be retained at work in the department 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 department shall have the right to fill a vacancy or displace a contracted or probationary employee within the same classification in another department 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 department, then the laid off employee may displace the least senior employee within the same classification in another department, 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 department.

An employee assigned to another department under this provision shall retain recall rights to the department from which the employee was laid off for one (1) year. Thereafter, the employee's seniority shall be in the department 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 department 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. 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 and negotiate with the Union prior to the initiation of any reduction in force that impacts the bargaining unit to discuss the forthcoming actions.
8. An employee who is impacted by a reduction in force will not accrue annual and sick leave 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 department from which they were laid off.
2. An employee shall retain the right to be recalled to the department 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 department shall be offered for a period equal to his/her accumulated seniority or twelve (12) months whichever occurs first, in line with his/her seniority, a job he/she is qualified to perform in another department provided there is no employee on layoff from that department 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.

G. Transfers and Promotions

1. SRMC bargaining unit employees shall be given first consideration to fill vacancies and for promotions. 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.
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 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 clinically (separate from behavior) 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.
6. Employees will be notified in writing of the selection or non-selection for positions that

they have applied for.

7. 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.
8. Transfers and promotions – for employees transferring from a position in the bargaining unit to a casual pool status, the employee's annual and sick leave 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
9. 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.

ARTICLE 13. HEALTH AND SAFETY

- A. The Hospital and Union agree to meet at least quarterly to discuss concerns and recommendations regarding employee health and safety, safe patient handling, and workplace violence prevention. In the event either party identifies an immediate employee health and/or safety concern that needs to be addressed, the parties will meet as soon as practicable of such notification.

B. 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. Employees who are required to wear safety shoes while working, shall be provided \$260.00 dollars 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 for work-related illness, exposures, accidents, and injuries, including injuries received as a result of workplace violence. Employees will report work-related illness/injury/exposure to their supervisor, who will ensure the employee completes, and has time to complete, an incident report form and appropriate medical assessment before their shift is completed. Supervisors who become aware of an employee experiencing a work-related illness/injury/exposure will ensure the employee completes, and has time to complete, an incident report form and appropriate medical assessment before their shift is completed.
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.
7. Nurses may invoke protections afforded by the Safe Harbor for Nurses Act, New Mexico Senate Bill 82 (2019), which protects nurses from adverse action by the Hospital when the nurse, in good faith, questions the safety or reasonableness of an assignment or order from a licensed healthcare provider. Nurses who invoke Safe Harbor in good faith are protected from discipline, retaliation, suspension, termination, and reporting to the Board of Nursing.

C. Workplace Violence

1. Signs at the Hospital's public entrances will include warnings that violence against health care workers is unlawful, will not be tolerated, 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

unless it is in self-defense.

3. An employee who is a victim of workplace violence will have opportunity to complete a Security report, without discouragement from management, and receive counseling support.

ARTICLE 14. 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 five (5) 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 five (5) members from management and five (5) 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.
- E. Meetings shall be held on the fourth (4th) Monday of each 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 will meet once a month as part of the Labor Management Staffing Committee to consider and implement staffing levels and related subjects for each department with include, at a minimum, minimum staffing levels and accountability measures. The Labor Management Staffing Committee will maintain its own ground rules.

ARTICLE 15. ORIENTATION AND CONTINUING EDUCATION

- A. The Hospital agrees to provide an orientation period for new hires and employees transferring or floating to a new department.

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/preceptor) 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/preceptor and the department manager or designated representative. The employee may request additional training or orientation to safely complete the assignment.

- B. The Hospital will provide licensed, certified and registered personnel the opportunity to obtain at least fifteen (15) required continuing education units (CEUs) a year.

- C. 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 Chief 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 Chief or designee.

- D. Where special training and/or certification/re-certification is required as a condition of continued employment (i.e., ACLS, PALS, CPR, etc.) 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. The hospital shall pay all travel costs, hotel costs, mileage and per-diem.

1. The employee may request, or the Hospital provide, additional training or orientation to safely complete the assignment.

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

ARTICLE 16. UNIFORMS

- A. Uniforms will be provided to UHPNM represented employees as provided below. Uniforms will be provided at the time of hire and annually thereafter. A uniform consists of one pair of pants and one top.
- B. Uniforms will be provided at the expense of the employer. The number of uniforms provided to employees shall be as follows:
 - 1. Full Time and Part Time employees will be given two (2) uniforms.
 - 2. Employees may have the option to choose one (1) uniform and one (1) jacket.

ARTICLE 17. STRIKES, STOPPAGES, and LOCKOUTS

- A. A public employee or labor organization shall not engage in a strike. A labor organization shall not cause, instigate, encourage or support a public employee strike. A strike means a public employee's refusal, in concerted action with other public employees, to report for duty or the willful absence in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment. Public employees have the right to engage in other concerted activities for mutual aid or benefit. This right shall not be construed as modifying the prohibition on strikes set forth in Section 10-7E-21 NMSA 1978.
- B. A public employer shall not cause, instigate or engage in a public employee lockout. A lockout means an act by a public employer to prevent its employees from going to work for the purpose of resisting the demands of the employees' exclusive representative or for the purpose of gaining a concession from the exclusive representative;
- C. A public employer may apply to the district court for injunctive relief to end a strike, and an exclusive representative of public employees affected by a lockout may apply to the district court for injunctive relief to end a lockout.
- D. The board or local board, upon a clear and convincing showing of proof at a hearing that a labor organization directly caused or instigated a public employee strike, may impose appropriate penalties on that labor organization, up to and including decertification of the labor organization with respect to any of its bargaining units which struck as a result of such causation or instigation.

ARTICLE 18. TUITION REIMBURSEMENT

- A. An employee who has been employed by the Hospital for at least six (6) continuous months in a non-temporary position of .50 FTE or greater shall, upon advance 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 Community College (CNM) or another accredited educational institution.
1. Courses must be for credit and related to the employee's job or leading to another existing job as determined by the department head. 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 issue. The Executive Director's decision on job-relatedness shall be final.
 2. The total number of courses per fiscal year for which an employee is eligible to be reimbursed 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 any additional costs. "Tuition" reimbursed shall include 100% of the "tuition differential" charged by the University of New Mexico.
- B. 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.
- C. All provisions of the Tuition Reimbursement program as detailed in UNMH Policy 370- Tuition Reimbursement apply

ARTICLE 19. CONTRACTING OUT

- 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 the Seniority Article of this Agreement.
- 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 subcontracting if requested by the Union. The Hospital will respond in accordance with the law to Union information requests regarding the subcontracting.

ARTICLE 20. SAVINGS CLAUSE AND WAIVER

- A. If any provision of this agreement is found to be illegal or unenforceable by a government agency or court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect. In such cases, and when necessary, the parties will meet promptly and attempt to negotiate a substitute to the invalidated provision.
- B. 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 unqualified 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.
- C. This agreement is the only agreement between the parties and supersedes any and all previous agreements.

ARTICLE 21. 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 22. 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/double time 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. Employees will not suffer discipline or reductions in evaluation scores if meal periods cannot be taken or are interrupted by work.
- 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/double time 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/double time 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 the Holiday Article of this Agreement.

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.
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 to 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 SRMC 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 Rio Rancho 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. Qualified Dual Role Medical Interpreter Pay

Bilingual Employees may be Qualified Dual Role Medical Interpreter Employee as necessary to carry out the functions and mission of UNM SRMC.

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 Qualified Dual Role Medical Interpreter program.
- Provide a language that is in demand at UNM SRMC.
- Demonstrate fluency in both of their working languages at the appropriate level.

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

- Attend a minimum of one (1) workshop annually from the Interpreter & Language Services (ILS) Workshop Series posted in Learning Central.
- Complete and pass an annual interpreter skills evaluation.
- 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.

ARTICLE 23. WAGES

A. Wages. Effective the first full pay period following ratification of the Agreement.

1. Subject to the subsection (a) below, increase each employee's current base rate of pay by 3% (rounded to two decimal places), or up to the new minimum of the pay rate for their position if greater.
 - a. Employees at or over the new pay rate maximum for their position will receive the value of any portion of the increase that exceeds the pay rate maximum as a lump sum bonus reflecting a 12-month period (rounded to two decimal places). Payment will be made on the first supplemental pay date after the first full pay period following ratification of the Agreement.
 - b. Increases for CAP positions are made to the base rate without the CAP premiums. The CAP premiums are added to the new base rate.
2. Effective on the same date as the effective date for wage increases, the pay grade assignment shall be raised by one (1) pay grade level for the following positions, and employees in said positions shall be raised by one (1) pay grade level maintaining their same placement within the pay grade:

Asst Medical Certified
Tech Patient Care I
Tech Patient Care II
Tech Patient Care III
Tech Patient Care IV
Tech Pharmacy I
Tech Pharmacy II

B. Employees will be paid biweekly on Friday.

C. Educator Clinical Specialists, ENT RN Coordinators, RN Bariatric Program Coordinators and RN Total Joint Coordinators are salaried employees and are exempt from overtime provisions of the Fair Labor Standards Act and the following provisions of the contract:

Article 22, Work Hours, Schedules, and Differentials A, B, F, G, H, I, J, L, and P.

ARTICLE 24. VACATION

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

Length of Employment	Accrued/Pay Period Worked	Approximate Days/Year
Date of hire through 12 months	3.08 Hours	10 Days
13 months through 24 months	3.39 Hours	11 Days
25 months through 36 months	3.70 Hours	12 Days
37 months through 48 months	4.00 Hours	13 Days
49 months through 60 months	4.31 Hours	14 Days
61 months through 72 months	4.62 Hours	15 Days
73 months through 84 months	4.93 Hours	16 Days
85 months through 96 months	5.24 Hours	17 Days
97 months through 108 months	5.54 Hours	18 Days
109 months through 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. Requests for vacation periods of at least one (1) week in duration for any time 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 of all requests received. However, vacation periods encompassing Thanksgiving, Christmas and/or New Year holidays shall be rotated and granted on an equitable basis.

4. The department manager 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 shall apply for only one such period, which must be designated on the employee's 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 Department 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 they:

1. 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 25. 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 22, for at least six (6) continuous months or works on 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.

G. Change in status to PRN

1. Employees who change their status from an FTE position to a PRN position and have been in an FTE position for at least five (5) months, shall have the option to (1) be paid all vacation leave for which they are eligible or (2) elect to freeze accruals, vacation and sick leave are frozen until the employee returns to regular status (0.5 FTE or above) or one (1) year from the effective date of the FTE status change, whichever occurs first. If the employee does not return to regular status (0.5 FTE or above) position within one (1) year, vacation accruals will be automatically paid out and any sick leave balances will be forfeited.

ARTICLE 25. SICK LEAVE AND ATTENDANCE

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 completion of ninety (90) days of continuous employment for the following reasons:

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 the employee's immediate family which necessitates the employee's presence, including meetings at the employee's child's school or place of care related to the child's health or disability.
3. Childbirth, adoption or foster care placement leaves (see Article 11 – Leaves of Absence).

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 and great-grandparent, grandchildren and great-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. Immediate family also includes other relatives (aunt, uncle, nephew, niece, etc.) who are living in the employee's household, and proof of household residency may be required.
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. There shall be a Major Sick Leave Bank (MSLB) and a Minor Sick Leave Bank for employees to use.

1. Employees shall accrue and accumulate leave on a pro-rated basis into the MSLB at a rate of 1.85 hours per pay period. Sick leave hours in the MSLB may only 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
 - work-related illness or injury time of any duration documented by Occupational Health.

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

- a. Maximum accrual into the MSLB shall be set at 1,040 hours. All hours in excess of one thousand forty (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.
 - b. 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 MSLB. 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 MSLB and fifty percent (50%) of hours over 500.
 - c. 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.
2. Employees shall accrue and accumulate leave on a pro-rated 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 may be used for all sick leave requests which are less than twenty-four (24) consecutive work hours, or up to three (3) consecutive work days, whichever is less time.
 - a. 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.
 - b. 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.
 - c. If an employee fails to exercise an option within the allotted time frame, all hours in excess of twenty-four (24) within the Minor Sick Leave Bank will be transferred to the Major Sick Leave Bank.
 - d. 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.
 - e. Employees who are laid off from the Hospital shall be eligible for payment of all hours in their Minor Sick Leave Bank.

- f. Once an employee has exhausted all Minor Sick Leave either annual leave, compensatory time (if eligible) or leave without pay (LWOP) may be requested.
- D. **Employee's Death While on Sick Leave –**
Should an employee die as a 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. The Hospital will maintain properly operating time clocks. When absence/tardy occurrences become excessive, the corrective action outlined in this Section may be applied. Changes negotiated in this Section apply prospectively from the effective date of this Agreement.
 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.
 - Employee being restricted from work (quarantined) by Occupational Health Services.
 - Employee being sent home by management due to illness.
 - Tardies caused by confirmed time clock malfunction.

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 and ADA rights)
 - Written reprimand
 - One (1) day suspension
 - One (1) work week suspension
 - Termination
5. Except for employees who are at eight (8) occurrences or above, at the effective date of this agreement, all accumulated occurrences will be reset to zero (0). The 12-month rolling period will commence from the effective date of this Agreement.
6. Rendering aid or assistance, or otherwise engaging in productive work, prior to clocking in or after clocking out is compensable work time for which an edit to the timeclock punch is needed to correct the time to capture the performance of such work.
7. 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.
8. 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 and the Major Sick Leave Banks. 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 11 – 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 through June). This leave may be taken as sick leave, annual leave or leave without pay leave if sick leave and annual leave has been exhausted. Subject to the approval by the Chief Human Resources Officer, 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 the provisions as outlined above and in accordance with Article 11– 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 requests made pursuant to the FMLA. The employee shall be provided with benefit coverage, if eligible, or covered as mandated under the FMLA or for the duration of the period that a paycheck is received while on such leave, whichever is longer. This leave will be available 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 payments shall include applicable shift differentials provided that the employee has worked the shift for at least six (6) continuous 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 may be subject to disciplinary action.
- L. 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 may 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 child will not be subject to discipline for AWOL if the employee provides medical documentation establishing the illness of the minor child or that the employee was physically or mentally incapable of work.
- M. **Mental Health Crisis and Addiction**
 - 1. For purposes of this section, “mental health crisis” means when someone’s mental health condition prevents them from working or indicates they might harm themselves or others.
 - 2. When an employee is experiencing a mental health crisis, the employee may seek assistance through their supervisor for immediate support, including use of their available paid time off to seek emergency mental health services (phone, virtual, or in person) as may be needed. If requested by the employee, the Hospital shall provide assistance to the employee in navigating the various avenues of help available.

3. When an employee asks for help for a mental health crisis, management shall respond to keep the employee and environment safe, while maintaining as much confidentiality as practicable.
 4. The Hospital and Occupational Health representatives shall not require an employee to sign an unrestricted release of information in order to be eligible for return to work, but only a release of information establishing that the employee is able to safely return to work.
 5. 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.
- N. Disciplinary actions shall not operate to waive an employees' ability to receive contractual wage increases, differentials, CAP eligibility, moving between part-time, full-time, and PRN, or eligibility for overtime shifts.

ARTICLE 26. BENEFITS

A. Employee 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, Vision, 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. 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.
4. 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.
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. Employees shall be given a thirty percent (30%) discount on food service purchases in the Hospital Cafeteria. To secure this discount, employees must display the proper employee identification.

E. Health Care Committee

The Union shall select one (1) employee representative to serve on the existing UNM Hospital Health Care Committee with District 1199 and LIUNA, which shall review and make annual recommendations regarding employee wellness and the health insurance offered to employees at the Hospital.

ARTICLE 27. CENSUS MANAGEMENT

A. In the event the Department Manager/Supervisor determines there is more staff scheduled to work than will be needed to meet patient care standards, the following procedure shall be applicable:

1. If an employee is floated to another unit, it will be to a unit to which the employee has been oriented and the employee has the skills to provide safe patient care. The units to which an employee may be floated will be related to areas of expertise and experience. The employee may request additional orientation when the employee feels it is necessary to safely complete the patient assignment. 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

a. There are Five (5) service areas grouped by patient type. A service area may be comprised of multiple units:

1. ICU, 4th Floor, 5th Floor, 1 South, and ED.
2. OR, Pre-Op, PACU, IR, GI
3. All Ambulatory Clinics
4. Rehabilitation (Inpatient and Outpatient)
5. Pharmacy

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. In the interest of patient care, staff will float, cross train, or perform other duties as assigned. Exceptions may be made at the discretion of manager, director, or house supervisor for the overall need of the departments to ensure there appropriately trained staff to care for patients. If no such assignments are deemed to be available or such assignment is not warranted, then the employees will be census managed in the following order: Contract Labor Overtime, Overtime, PRN, Full Time/Part-Time. Volunteers will be elicited from full-time and part-time staff after contract labor overtime, overtime and PRN are census managed.

Employees may, upon request, be paid for such leave by utilizing accrued holiday or vacation time. No employee shall be required to utilize accrued 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 twenty (20) days between July 1 and June 30 unless the employee volunteers for additional days.

An employee who is assigned shifts twelve (12) hours or longer must be unscheduled for a minimum of two (2) hours in order for that absence to be counted towards the two- (2) day per pay period.

An employee who is assigned shifts less than twelve (12) hours must be unscheduled for a minimum of one (1) hour 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 (Article 22: Schedules and Differentials).
 5. These unscheduled periods provided herein shall be distributed equitably among employees on comparable shifts in a manner consistent with efficiency of hospital operations.
 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 the employee 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. An employee unscheduled as outlined above will be guaranteed at least two (2) hours at the appropriate rate of pay. Hours actually worked will include all differentials.
 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 Union Representative for that area.
- B. In the event of a public health emergency that triggers a crisis staffing situation, the parties recognize creative solutions to patient care challenges may be required that take into account the following considerations:
1. The parties share a mutual interest in maintaining appropriate staffing to meet patient care needs, worker safety, professional standards, and to recruit and retain excellent workers.
 2. The Hospital may need to establish overflow or specialty departments to treat specific diseases or conditions.
 3. Working with highly infectious or novel diseases may constitute medical risk to employees and/or their families.
 - a. Employee preferences on assignment, re-assignment, accommodation, and/or leave will be handled in accordance with the following:
 - i. Employees who are immunocompromised, are pregnant/lactating, or otherwise have medical concerns about their work assignments may provide medical documentation from their treating provider to Occupational Health Services for assessment of potential work restrictions, which will be handled in accordance with the Hospital's transitional duty and/or reasonable accommodation policies. Management will adhere to work restrictions at all times. Employees will not be subject to adverse action for raising such concerns.
 - ii. The Hospital will provide all employees with Personal Protective Equipment (hereinafter “PPE”) that complies

with requirements mandated by the Centers for Disease Control, NM Department of Health, NM Occupational Safety and Health Administration, and NM Governor's Public Health Orders (hereinafter "CDC/DOH/OSHA/PHO"). The Hospital may also provide employees with additional PPE that exceeds such requirements. The Hospital will provide employees with appropriate training, in the language of their choice, on the use of PPE. Employees will use PPE as instructed. The Hospital's PPE will be readily accessible.

- iii. The Hospital will promote social distancing requirements mandated by CDC/DOH/OSHA/PHO. To this end, alternate work hours and/or work-from-home arrangements may be approved when feasible and consistent with business demands. Barrier shields may be installed where feasible and consistent with business demands. Ambulatory care areas may be expanded to evening or weekend hours, assigning shifts by department seniority and paying applicable shift differential. The Hospital's cleaning supplies will be readily accessible.

- b. No employee will be disciplined or treated with incivility for raising such preferences.

- i. Licensed, certified, and registered professionals often work in specialized practice and floating to a different practice may implicate personal, moral, ethical, and professional stressors and liabilities. Professional standards and competency vary over time and vary based upon area of specialty and frequency of performing a task. Adequate orientation, training, competency assessment, and resource personnel for questions and assistance are needed that take into account the scope and type of assignment(s), the employee's familiarity with the location, and the length of time since the employee performed the same or comparable work.

ARTICLE 28. 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 29. 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 terms and conditions of the new classification. 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 CHRO for reclassification in accordance with Section C Below. No existing job classification within the bargaining unit will be altered in such a fashion that would exclude the job classification from the unit.

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 Resources Representative. 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 30. MISCELLANEOUS PROVISIONS

A. 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.

B. 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.

C. 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.

D. Interpreter

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.

E. 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.

F. DOT Medical Certifications

Employees subject to Department of Transportation (DOT) commercial driver's license (CDL) requirements must be medically certified through SRMC 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.

G. Smoking and Use of Tobacco Prohibited

Smoking and the use of any tobacco product is not allowed in SRMC buildings or on campus (includes vaping).

- H. Employees will be required as a condition of employment to have on file with their department their telephone number where they can be contacted.
- I. As a condition of continued employment, licensed personnel must furnish to the Hospital a current license or certification if requested by the Hospital.
- J. A copy of all new and revised Hospital personnel policies pertaining to this bargaining unit will be provided to the Union when published.
- K. Time spent at Hospital committees that the employee has been assigned by the Hospital to participate in shall be counted as time worked.
- L. 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.
- M. It is the Hospital's intention not to replace permanent staff positions with casual or per diem staff or contract labor

ARTICLE 31. TERM OF AGREEMENT

This Agreement shall continue in full force and effect from the effective date until June 30, 2026. And by serving advance written notice in the month of January of each year, the parties may request a limited reopener on Wages and each party may elect two additional bargaining topics of the party's choice. The limited re-opener shall begin by January 15 of each year. All other provisions in this agreement shall remain in full force and effect during the limited re-opener. This Agreement becomes effective on approval of 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 New Mexico Public Employee Bargaining Act. This Agreement will automatically be renewed for one (1) additional year, unless either Party requests re-negotiations by January 1 of each year, in which case negotiations for a successor Agreement shall begin in January 15 of each year. 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.

Stephanie Ly Date _____

UNM Hospital

Adrienne M. Enghouse Date _____

Kathleen Becker, CEO Date _____

June Gallegos Date _____

Samantha Hines Date _____

Meisha Hunt Date _____

Gilbert Martinez Date _____

Regina McGinnis Date _____

Gigi Regusis Date _____

Lex Roos Date _____

Gino Satriana Date _____

APPENDIX A
DUES CHECK-OFF FORM

JOIN TODAY
MEMBERSHIP FORM



Full Name _____

Address _____

City _____ State : _____ Zip Code : _____

Home Phone Number _____

Home email _____

Work Location _____

Department _____

Job Title _____

DOB _____ Last four of SSN _____

How would you prefer to be contacted?

☐ Text ☐ Phone Call ☐ Email

I am willing to (check all that apply)

- | | | |
|--|--|---|
| ☐ Talk with my colleagues. | ☐ Help with communications (social media, etc.) | ☐ Attend a meeting. |
| ☐ Share my story on social media. | ☐ Help reach out to the community. | ☐ Attend a rally or actions. |
| | | ☐ Be point person for my department. |

MEMBERSHIP STATEMENT AND AUTHORIZATION FOR MEMBERSHIP DUES WITHHOLDING

I hereby apply for membership in the Union and agree to abide by its Constitution and Bylaws. I hereby declare my desire and do authorize the American Federation of Teachers (AFT) and United Health Professionals of New Mexico, (UHPNM) to act as my exclusive representative in collective bargaining over wages, hours, and other terms and conditions of employment with my Employer. I hereby authorize payroll deduction from my salary for the payment of dues as set by the local union. This authorization remains in effect until I provide written notice to the Union during the annual 10-day revocation period. This 10-day revocation period is effective each year during the 10 days prior to the anniversary of employment with this employer. I understand that my dues will include the many services and benefits of local, state and national AFT bodies. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.

Signature _____ Date,/...../.....