

2024 Full Contract Agreement

between

University of New Mexico Hospital

and

District 1199 NM, National Union of Hospital and Health Care Employees, AFSCME, Licensed & Technical Unit

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Preface

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

Agreement

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

Purpose

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

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

Article 1. Recognition

- A. The parties acknowledge the New Mexico Public Employee Bargaining Act as the governing authority for the conduct of all labor relations between the Hospital and the Union.
- B. The Hospital recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purposes of collective bargaining with respect to rates of pay, hours of work, and other terms and conditions of employment for those employees as identified in Appendix A, Seniority Groups. This shall exclude:
 - 1. Temporary employees;
 - 2. Certified registered nurse anesthetists;
 - 3. Confidential employees;
 - 4. Administrative staff RNs;
 - 5. Per diem employees;
 - 6. Security officers and guards;
 - 7. Employees engaged in personnel work, and
 - 8. All supervisors as the term is defined in the New Mexico Public Employee Bargaining Act.
- C. An employee, pursuant to this Agreement, is defined as any regular staff employee that has acquired seniority pursuant to Article 11, Section B, Paragraphs 1 and 2. Probationary employees may be represented with respect to grievances not related to the probationary nature of their employment and the termination of their employment.
- D. 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.

Article 2. Check-off of Union Dues

A. No employee shall be required to join or maintain membership in the Union as a condition of employment.

B. Dues Deductions

- 1. Employees may elect to become a member of the Union and execute an Authorization for Check-Off of Dues form, which the employee has voluntarily agreed to and indicates so with signature, designating that a portion of his/her wages representing uniform bi-weekly dues be withheld and forwarded to the Union in accordance with the conditions specified on the dues authorization form.
- 2. Upon receiving an Authorization for Check-Off of Dues form the Hospital shall deduct bi-weekly dues, as fixed by the Union, from the wages paid to the employee. Employees who wish to withdraw from the Union may do so as set forth in the dues authorization form.

C. Termination of Union Dues

- 1. The Hospital does not have the authority to stop Union dues deduction unless informed in writing by the appropriate Union official appointed by the Union. This shall apply to employees who sign dues check-off authorization commencing with the date of this agreement.
- 2. The Hospital shall be relieved from making such "check-off" deduction upon (1) termination of employment (2) transfer out of the bargaining unit, or (3) layoff from work. Notwithstanding the foregoing, upon the return of an employee to work in the bargaining unit following a layoff, the Hospital will resume making said deductions if the employee returns within one year of layoff.
- 3. An employee who makes a voluntary allotment for dues deduction may not cancel such allotment except as provided in the check-off authorization form unless the employee can demonstrate a hardship to the Union.
- D. Within ten (10) business days after each pay day, the Hospital shall remit to the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO, all deductions for dues made from the wages of the employees for that pay period together with a list of all employees and their Employee ID numbers from whom dues have been deducted. The parties also agree to work together to explore implementation of the Hospital's use of the NUHHCE Electronic Submission Form when remitting dues to the Union.
- E. The Hospital will correct any errors in payment to the Union or to an affected employee within thirty (30) days of notification by the Union or the affected employee, and certification by the Hospital that the Hospital has failed to deduct dues when authorized

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

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

G. Solicitation of Membership

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

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

To Employer: The hospital is directed to deduct from wages earned by me such amount as may be established by the National Union of Hospital and Health Care Employees, AFSCME, AFL-CIO and become due as my membership dues and/or fees or assessments in the Union, I hereby authorize the hospital to deduct such amount from one or more of my paychecks each month as required and to remit the same to the Secretary Treasurer of said Union. The authorization of dues is effective upon receipt of this union card, subject to the provisions of the union contract.

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

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

I. The provisions of Article 2 of the Agreement shall supersede any conflicting or contrary provisions in the context of this Check-Off Authorization.

J.	The Union shall indemnify and hold harmless the Hospital from any liability arising out of or in connection with such assignment of wages for Union dues.						

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Article 3. Non-Discrimination

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

Article 4. Management Rights

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

Article 5. Union Activity and Visitation and Bulletin Boards

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

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

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

Article 6. Representation

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

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

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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. Human Resources

personnel shall not attend the Step One grievance meeting unless authorized by the Union.

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.

D. Step Two: Chief

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

E. Step Three: The 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.
- 7. Issues regarding the interpretation of this Agreement shall be addressed directly with the Director of Labor Relations at Step Three.

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 Chief shall be presented at Step Two. A class action grievance that affects employees who work under multiple Chiefs 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 District 1199 NM for a grievance initiated by Management, within fifteen (15) work days after receipt of the grievance response at Step Three or within fifteen (15) work days after the conclusion of unsuccessful mediation, whichever is later. The cost of obtaining the panel of arbitrators shall be shared between the parties.

I. If the Hospital should file a grievance against the Union, the Hospital shall present the grievance, in writing, to the District President within fifteen (15) work days. The written grievance shall state the section of the Agreement violated explaining the grievance in detail including applicable dates and witnesses or documents and the remedy sought. A

statement to the effect that the Hospital "be made whole" is not an adequate statement of the remedy sought. If the grievance is not resolved, the role and order of the procedure of the respective parties shall be reversed. Arbitration will be effected by the parties in accordance with the provisions of Article 8.

Article 8. Arbitration and 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 Director of Labor Relations and the Union Representative as directed by the Union President will have the authority to request arbitration.
- C. A grievance properly appealed to arbitration shall be scheduled for hearing before the arbitrator as soon as possible. The arbitrator shall hold a hearing open to the parties and examine the witnesses of each party. Each party shall have the right to examine or cross-examine the witnesses, to offer exhibits and make a record of the proceedings.
- D. It shall be the function of the arbitrator to duly hear the case and to render a written decision within a reasonable period of time after the hearing has concluded. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any written supplementary agreements hereto, nor shall the arbitrator have any power to 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 the 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 the 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 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 shall be limited to the amount the employee otherwise would have earned from employment with the Hospital during the period defined less the following:
 - 1. Any Unemployment Compensation that the employee is not obligated to repay or which the employee is obligated to repay but has not repaid or authorized the Hospital to repay.
 - 2. Compensation for personal services other than the amount of compensation the employee was receiving from any other employment at the time the employee last worked for the Hospital and would have continued to receive had the employee been working at the Hospital during the period covered by the claim. An employee may be required to show proof of earnings for the period covered by the claim before any back pay is paid.

Article 9. Employee Discipline

- A. No employee shall be disciplined except for just cause. Discipline is defined as a written reprimand, 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 thirty (30) calendar days after the employee's line management learns of the misconduct, however not to exceed twelve (12) months after the incident occurred. Time limits may be extended upon written request to and agreement by the Union, which will be freely approved if requested to prevent issuing a Notice during or immediately before a holiday or leave period.

- 1. The notice shall state the specific details of the allegations, identify witnesses, and provide the policy that has been breached and all documents the Hospital will use at any proceeding to support the disciplinary action.
- 2. Employees are entitled to have present one (1) 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 five (5) business days (excluding weekends and holidays), after receipt of the Notice of Contemplated Action to respond orally and/or in writing to the proposed action.
- 4. Notice of Final Action shall be 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.

Article 10. Work Hours, Schedules, and Differentials

- A. The regular work period shall consist of not more than eighty (80) hours during each established biweekly pay period. Under no circumstances shall there be any pyramiding of overtime pursuant to any provision of this Article.
- B. Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts, for the hours worked during the shift.
- C. 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 to not interfere with patient care. 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. 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.
- D. Employees called to work at other than during their normal hours, and not contiguous to their regularly scheduled shift, shall be guaranteed a minimum of four (4) hours pay. However, an employee may elect to leave after completing the work for which called in and be paid for time actually worked.
- E. The Hospital shall strive to schedule employees every other weekend off, but in no case shall an employee receive less then every third (3rd) weekend off unless they were hired specifically for a weekend schedule or unless an employee volunteers to work weekends more frequently. "Weekend off" means having no shift that qualifies for weekend shift differential.
- F. Schedules shall be made for a four- (4) week period of time and shall be posted at least two (2) weeks in advance of the effective date of the schedule. However, due to exceptional circumstances that may arise, it is recognized that it may be necessary to adjust such schedules. Supervisors shall discuss such changes with the employee prior to their initiation. Employees will be notified in advance when such adjustments are made.
- G. The Hospital shall schedule employees in such a manner as to consider special requests of employees and allow them to trade days off with written approval of the Department Manager 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.
- H. 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.

- I. 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 six (6) consecutive days.
- J. 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.

K. Overtime and Double Time

- 1. Employees on an eight- (8) hour schedule shall be paid one and one-half (1½) times their regular base hourly rate for time worked in excess of eighty (80) hours in an established biweekly pay period, and in excess of eight (8) hours (except as provided in Paragraph 4 below) in a twenty-four (24) hour cycle (midnight to midnight) less all time for which daily overtime premium has been earned.
- 2. At the discretion of the Hospital, employees may be scheduled for a shift greater than eight (8) hours up to forty (40) hours in a calendar week, Sunday through Saturday. Any time worked in excess of forty (40) hours in such week shall be paid at one and one-half (1½) times the employee's base hourly rate, less all time for which daily overtime premium pay has been earned. Employees shall be paid time and one-half (1½) for hours in excess of the scheduled shift for up to twelve (12) hours except has outlined below in Paragraph 4. This is unless a prior arrangement has been made between the employee and supervisor to flex the hours worked up to forty (40) hours.
- 3. All employees shall be paid one and one-half (1½) times their base hourly rate for hours worked in excess of eight (8) when such time exceeds the employees' regularly scheduled shift or for hours worked when called in to work after completing their regularly scheduled shift for the day. Employees who work for more than twelve (12) hours in a day shall be compensated in accordance with Paragraph 4 below. Supervisory approval of overtime shall not be withheld unless the overtime was made necessary by the employee's neglect of customary duties.
- 4. Employees shall be paid two (2) times their base hourly rate for time worked in excess of twelve (12) consecutive hours. With the exception of such consecutive time as previously outlined all remaining hours worked in excess of twelve (12) hours in a twenty-four (24) hour cycle beginning with the original starting time of an employee's shift shall be paid at double time. This provision shall not be applicable to employees making shift changes or shift rotations.
- 5. Voluntary scheduled overtime shall be offered to the employees in the order of department seniority, in descending order.

- 6. Authorized paid leave shall be considered as time worked for the purpose of computing overtime with the exception of hours paid for sick leave, annual leave, bereavement leave and jury duty.
- 7. No employee will be required to take time off from their regular work schedule for the purpose of avoiding the payment of overtime.

L. Compensatory Time

- 1. Employees may accrue and utilize compensatory time in lieu of pay for certain overtime hours worked. Requests to utilize such time shall not be repeatedly denied by the supervisor in a pattern that constitutes unavailability of compensatory time as an option to the employee.
- 2. Compensatory time shall apply to overtime of at least one (1) hour worked as defined in Article 10, Section K. Overtime shall not accrue when associated with any voluntary exchange and adjustment of schedules.
- 3. Each hour of overtime worked 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.

4. Accrual of Compensatory Time

- a. Compensatory time shall only be accrued when patient care or mandatory meetings/conferences are responsible for the overtime.
- b. Only overtime scheduled by the department manager or designated supervisor shall be accrued for compensatory time purposes.
- c. Accruals shall not exceed sixty (60) hours.

5. Use/Payment of Accrued Time

- a. At the end of the shift overtime is worked, an employee may request in writing on a form provided by the Hospital 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. Compensatory time shall be scheduled by the department manager. Efforts will be made to consider an employee's desires for scheduling such time.
- 6. If, due to unforeseen circumstances, compensatory time cannot be scheduled or is cancelled, an employee shall be paid for the time at the appropriate rate.

- 7. Under no circumstances will there be any type of exchange of compensatory time between employees.
- 8. 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, employee transfers to casual pool or to another unit/department, any accrued compensatory time shall be paid to the employee at the appropriate rate.

M. 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 (6) 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. shift, 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.
- N. Charge Duty Differential. Employees assigned to and/or performing temporary charge duty, which are additional duties normally performed by a manager or supervisor, shall receive a differential of one dollar and seventy-five cents (\$1.75) per hour while assigned and/or performing such duty. Charge differential shall be considered as part of an employee's base hourly rate for the purpose of computing overtime pay.

O. Clinical Advancement Program (CAP) Differential. Employees participating in CAP and assigned to a CAP-eligible position shall receive a separate add-on differential of two dollars (\$2.00) for CAP Level I; four dollars (\$4.00) for CAP Level II; six dollars (\$6.00) for CAP Level III; seven dollars (\$7.00) for CAP Level IV; and eight dollars (\$8.00) for CAP Level V. The CAP differential shall be considered as part of an employee's hourly rate for the purpose of computing overtime pay.

P. On-Call Pay and Call Back Pay.

- 1. Employees who are on-call shall receive four dollars (\$4.00) for each hour of such duty and as a condition of employment must have a personal telephone number.
- 2. It shall be the responsibility of an employee who is on-call, to include census management on-call, to keep their supervisor informed of where they can be reached by telephone. Employees must report to work within forty (40) minutes after being contacted (or within thirty (30) minutes after being contacted in those departments whose certifications require 30 minutes for acute patient care needs). Those not reporting within the required period shall not receive on-call pay.

3. 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 on "on-call" status who are not physically called back to work, but are asked to perform work via telephone/computer at locations other than UNMH properties, shall receive time and one-half for the time worked, but shall not be entitled to the minimum two (2) hours of double-time.
- 4. On-call duty 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 eight (8) hours, as the employee who is required to work on the holiday.

Q. Qualified Dual Role Medical Interpreter Pay

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

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

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

- Passed probationary period.
- Take and pass the Qualified Dual Role Medical Interpreter program.
- Provide a language that is in demand at UNM Hospitals.
- 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 11. Seniority

A. Definition

- 1. Hospital seniority is defined as the length of time an employee has been continuously employed in any capacity by the Hospital.
- 2. Department seniority shall be defined as the length of time an employee has worked continuously in any capacity in a specific department.

B. Accrual

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

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

C. Loss of Seniority Shall Occur for the Following Reasons:

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

D. Application of Seniority

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

E. Reduction in Force Layoff

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

- 1. In the event of a reduction in force/layoff, Management will notify the employees involved and the Union 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. The Hospital shall notify the Union and discuss the reason(s) necessitating a reduction in force. A reduction in force layoff will in no case be used as a form of discipline. In the event less than sixty (60) calendar days notice is given, the laid off employees shall receive severance pay from the date of notice until sixty (60) calendar days post notice in lieu of such notice.
- 2. Temporary (excluding per diem) and probationary employees 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 Hospital seniority.
- 3. Employees with sufficient seniority to be retained at work in a seniority group will be placed on jobs at the same or lower level within the department, provided they are qualified to perform the work and not prevented by licensure or certification.
- 4. An employee who is laid off from a seniority group shall have the right to fill a vacancy or displace a probationary employee within the same classification in another seniority group provided the laid off employee is qualified to perform the job. In the event there are not vacant positions or probationary employees within the classification employed in other seniority group, then the laid off employee may displace the least senior employee within the same classification in another seniority group, provided the displaced employee has less than one (1) year of accumulated Hospital seniority and the laid off employee has successful, verifiable prior experience within the seniority group.

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

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

- 6. An employee reassigned to another job in a reduction in force will be paid, in step, the rate of the classification and job to which he/she is assigned.
- 7. An employee who is laid off may elect to be assigned to per diem status provided the department manager is notified within one (1) week from the date notice of layoff was given. Such an employee shall retain and accumulate seniority for twelve (12) months. A per diem employee will not receive nor accrue any type of benefits.
- 8. In a continuing effort to foster and support improved communication and trust between the parties, it is agreed by the Hospital that it will explore and, if feasible, take alternative actions prior to the initiation of any reduction in force measures that impact the bargaining unit. It is additionally recognized that the Hospital will meet with the Union prior to the initiation of any reduction in force that impacts the bargaining unit to discuss the forthcoming actions.
- 9. An employee who is impacted by a reduction in force will not accrue annual and sick leave hours while on layoff. However, such employee who is re-employed into a benefits eligible position will accrue sick leave and annual leave at the same rate accrued at the time of the reduction in force, if the re-employment occurs within 180 calendar days of the date of the reduction in force. Unused major sick leave at the time of reduction in force will be reinstated for employees who are reemployed within 180 calendar days. Employees rehired after the expiration of 180 calendar days as specified above will be considered new hires for annual and sick leave purposes.

F. Recall from Layoff

- 1. Employees reduced from the Hospital workforce shall be recalled from layoff in line with their seniority to regular status jobs at the same or lower level they are qualified to perform in the seniority group from which they were laid off.
- 2. An employee shall retain the right to be recalled to the seniority group from which laid off from the Hospital workforce for a period equal to the employee's accumulated seniority or twelve (12) months whichever occurs first.
- 3. An employee on layoff from one (1) seniority group shall be offered employment in line with seniority in another department in the same classification unless a new employee has substantially greater qualifications for the job. And, provided there is not an employee on layoff from that department and classification entitled to re-call. If an employee is employed pursuant to this provision, recall rights shall be retained in the department and classification from which the employee was initially laid off for a period of ninety (90) days and will have no seniority rights in the new department. However, after ninety (90) days the employee will establish seniority in the department in which he/she is employed retroactive to date of recall. Thereafter, the employee will have no further recall or seniority

rights in the department from which he/she was laid off. An employee who is employed pursuant to this provision will be paid, in step, the rate of the classification in which employed.

- 4. To protect seniority recall rights it is the employee's responsibility to keep the Human Resources Department informed of a current address. Any change of address will be made on forms provided by the Human Resources Department. Any change of address made by mail should be by Certified Mail.
- 5. Employees being recalled from layoff will be notified by phone and in writing. 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. When a vacancy occurs in a bargaining unit job, or a new position is created, the Hospital shall post a notice of such vacancy electronically on the Hospital's website as soon as practicable. The vacancy shall be posted internally on the Hospital's intranet website for a period of not less than three (3) work days, 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 filled in a timely manner before the closing of the application period. In the event that there is more than one (1) qualified applicant for the vacancy, it shall first be filled from within the department in line with department seniority. In the event the vacancy cannot be filled from within the department and the applicants' qualifications and demonstrated abilities are relatively equal, Hospital seniority shall prevail.
- 2. An employee transferring from a department will retain seniority in the department from which transferred for a period of thirty (30) days. Thereafter, seniority will be accumulated in the department to which transferred.
 - a. If it is determined by the Employer that an employee who has transferred to a new department is not performing the new job satisfactorily, the employee may be returned to the former job and pay status within thirty (30) calendar days.
 - b. Should the former job no longer exist based on the employee's work performance or conduct, or if it has been filled by a regular status employee, the Employer will assist the employee in locating another job for which the employee is qualified. If no other vacancy for which the employee is qualified exists the employee shall be placed on layoff status with full layoff rights.

- 3. An employee transferring or being promoted to another department, for layoff purposes only, shall retain seniority in the department and classification from which they were transferred for a period of ninety (90) days.
- 4. Any employee who successfully transfers or is promoted shall not be eligible for another 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.
- 5. A transferred employee shall be paid, in step, the rate of the classification to which the employee is transferred. A promoted employee shall be promoted in step up to Step 6. With the approval of the appropriate Chief the employee may be moved to a higher step. In no case shall a promoted employee receive a salary increase of less than one (1) step.
- 6. Employees will be notified in writing of the selection or non-selection for positions that they have applied for. If requested by the employee, the hiring manager shall disclose to the employee the rationale for non-selection, which shall be provided in writing if requested by the employee.
- 7. When a seniority employee on layoff has a recall of 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 G.

H. Miscellaneous Seniority Provisions

- 1. Employees who upgrade qualifications (i.e., attain new certification, licensure, and/or degree) shall have preference over new hires for openings in their respective department. Such an employee shall be credited with their entire continuous hospital service for purpose of seniority. Employees changing their job classification while remaining in the same department shall not lose department seniority.
- 2. In order to be eligible for a classification change, the employee must be qualified to meet the Hospital's standards and job description in accordance with the rules promulgated or that may be promulgated by a licensing agency, if applicable.

Article 12. Wages

A. Wages.

- 1. Effective the first full pay period following ratification of the Agreement, raise Step 8 of all pay grades by 1% and adjust the remaining steps up and down to maintain the existing interval between steps, rounding each step amount to two decimal places.
 - a. Employees will receive a pay increase to the new step rate maintaining the same step number assignment.
 - b. Employees over the pay rate maximum for their position will receive any portion of the increase that exceeds the new pay rate maximum as a lump sum bonus reflecting a 12-month period (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
 - c. 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. Subject to subsection (a) below, each employee's current base rate of pay will then be increased by one (1) pay step on the salary structure effective the first full pay period following ratification of the Agreement.
 - a. Employees at the pay rate maximum for their position will receive the value of a one-step increase 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. Pay Grade Review. A process is established for the review of a pay grade assigned to a job classification on the salary structure as follows:
 - 1. An employee who believes his or her pay grade is not assigned to the grade that best aligns with other job classifications and best represents the duties, experience, licensure, certifications, education, and other job requirements assigned by the Employer and performed by the employee, may initiate through the Union a review of their pay grade assignment and request a change in grade assignment. The Employer will not be obligated to conduct more than one review of a given job classification but may elect to do so.
 - 2. Within ten (10) business days of the Union requesting review of the pay grade assignment, the Employer will provide the information upon which it relied to make its grade determination. A request of change in grade assignment shall include any relevant information, including comparable salary information/surveys and any additional information and/or documentation relevant to the employee's current job tasks and/or assignments that the employee performs. The parties shall meet within

ten (10) business days of a request to allow the employee and the employee's Union representative to present the case for a change in grade assignment. The Employer shall provide its written decision within fifteen (15) business days of the meeting. The parties agree that any classification not resolved through this process shall be subject to bargaining in the subsequent wage negotiations.

- C. When other employees travel with the Technol Ultrasound Traveler and Driver Shuttle staff to work at maternal/fetal imaging outreach clinics outside of the Albuquerque metropolitan area, those other employees (e.g., Sonographer, RN, etc.) will be paid a differential of ten percent (10%) for all time traveling to and from and working at such clinics.
- D. Employees will be paid biweekly on Friday. Payroll drafts will be available no later than 10:30 a.m. unless there is an unforeseeable incident beyond the control of the Hospital.
- E. All new employees hired into the RN Inpatient, RN Psych Inpatient, Graduate Nurse Inpatient, UNM Academic RN Resident, Pharmacist Staff I, Pharmacist Staff II and Pharmacist Staff III positions will be started at a minimum of Step 6.
- F. An employee who has worked in the Hospital as a LPN and is subsequently employed as a GN shall receive a step number and pay rate assignment at the appropriate RN rate or LPN rate, whichever is higher. After being licensed, such employee shall be given credit for LPN experience on a year-for-year basis at a rate equal to fifty percent (50%) of that of an RN and shall be paid the incremental step nearest the adjusted time.
- G. Employees assigned to Lifeguard operations shall be paid a fifty percent (50%) premium of their base hourly rate as defined in Article 10 for actual transport time for helicopter, fixed wing, and ground transportation.
- H. Counselor Social Worker Clinicians, Educators Special Teaching, Neuropsychologists, and Neuropsychology Post Doctoral Fellows are salaried employees and are exempt from overtime provisions of the Fair Labor Standards Act and the following provisions of the contract:

Article 10 A, B, D, E, K, L, M and P.

Employees in the positions listed above shall not be eligible for overtime, double time or shift differential. The Hospitals will not change their current rules and/or practices regarding work hours for employees in these positions without a bona fide business reason.

I. RN's who enroll in the OR Training Program will be paid a \$2,000.00 Special Training Incentive less applicable taxes. \$1,000.00 will be paid when the employee transfers to the OR and begins training and \$1,000.00 will be paid when management determines the OR training is complete. OR training will be a minimum of six (6) months to one (1) year. Employees must sign an agreement to reimburse UNMH the Special Training

Incentive if they leave the OR position less than two years from the date of training completion. There will be no floating outside of the OSIS, BBRP and Main OR. UNMH reserves the right to terminate at any time the Special Training Incentive for new enrollees into the OR Training Program.

J. By serving advanced written notice of its desire to do so, either party may request negotiations to commence by March 31, 2024 for the purpose of re-negotiating Article 12 Wages and each party may elect two additional Articles of the party's choice. All other provisions in this Agreement shall remain in full force and effect.

Article 13. Holidays

- A. During the term of this Agreement, the following holidays will be observed:
 - 1. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day 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 Sick Leave Article 15 that prevents the employee from working as evidenced by written certification of a physician if requested by the Hospital, or
 - 2) In case of bereavement leave in accordance with Bereavement Leave Article 17, or
 - 3) 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 Sick Leave Article 15 that prevents the employee from working as evidenced by written certification of a physician if requested by the Hospital, or
 - b. In case of another absence authorized by the department head. Any such authorized absence must be secured in advance in writing.
- 5. When a specified holiday falls within an eligible 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 $(1\frac{1}{2})$ times the number of holiday compensatory hours for use to schedule alternative days off or, if unused, for payout as provided in Section B.

C. Necessary holiday work schedules will be distributed equitably among employees in those departments and units that are required to work such schedules.

Article 14. Vacations

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 15, Section F. With the approval of the department manager, annual leave may also be approved for an employee who must care for an immediate family member who is ill or injured. Proof of such illness or injury may be required.
- 2. Should an employee die, accrued vacation time, excluding shift differential, shall be paid to the employee's designee as specified on a form provided by the Hospital. If there is no designation the accruals will be paid to the employee's estate.
- 3. An employee who has been regularly scheduled to work night or weekend shifts, as defined in Article 10, for at least six (6) continuous months or works 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.

Article 15. Sick Leave

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

- A. Sick leave may be used after 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 16 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 MLSB 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 of less than fifteen (15) minutes for shuttle bus riders on days the Hospital announces a delay in shuttle bus service or on days the employee notifies their supervisor of a delay in shuttle bus service and, if the supervisor elects to do so, the supervisor confirms the delay with the Hospital.
 - 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. 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.
- 6. 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.
- 7. 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 16 Leaves of Absence.
- I. Combination of FMLA with Sick Leave –
 Pursuant to the Family and Medical Leave Act of 1993 (FMLA) employees who need to take leave for their own "serious health condition" or that of a qualifying spouse, son,

daughter or parent (under FMLA definitions) shall be eligible to utilize up to twelve (12) weeks per year (July 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 16– Leaves of Absence. The Hospital retains the right to approve requests for more than twelve (12) weeks based upon the operational needs of the Hospital. Employees may be required to provide adequate documentation to substantiate 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.

Article 16. Leaves of Absence

A. Personal Leaves

1. Upon written application of the employee, a leave of absence may be granted for a period of time not to exceed thirty (30) calendar days, by the department manager. Such leaves of absence shall not be renewed and seniority shall continue to accumulate during the leave.

An employee requesting a leave of absence for more than thirty (30) days shall make written application to the department manager on a form approved by the Hospital. Such leave may be granted on the approval of the chief. Seniority will continue to accrue during such leave. The appropriate chief, upon the written request of the employee, may 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 chief 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.

- 2. 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, parent or domestic partner (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 if sick leave and annual leave has been exhausted, as outlined above and in accordance with Article 15 Sick Leave. Subject to the approval by the 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 for a leave of absence under the Family and Medical Leave Act 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.
- 3. 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 Leaves

1. An employee that is elected or appointed to a Union position necessitating a leave of absence shall be granted such leave for a minimum of not less than one (1) month and not more than a maximum of one (1) year. The Union shall not

request an unreasonable number of leaves at any one time. Written request for such leave, giving the length of leave requested, must be given to the Chief Human Resources Officer no less than two (2) weeks prior to the schedule being posted during which the leave becomes effective. The Chief Human Resources Officer shall advise the Union of the approval or denial of the request within five (5) workdays of receipt of the request.

2. Seniority shall accumulate during such a leave. Upon return to work at the expiration of such leave, the employee will be placed in the same department on a comparable job, seniority permitting, provided the employee is able to do the work.

C. Military Service

- 1. Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Upon submission of satisfactory proof of pending induction or enlistment for active service, the employee may arrange for a leave to begin up to thirty (30) days prior to the induction or enlistment date. The leave shall not exceed the term of the initial enlistment except when additional service is involuntary. Seniority will accumulate during the period of leave.
- 2. Upon returning to work from such leave, the employee will be placed in the same department on a comparable job, seniority permitting, at the then current rate of pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so. In which event the employee will be offered employment in line with seniority as may be available and is able to perform, provided that the following requirements are met:
 - a. Has not been dishonorably discharged.
 - b. Is physically able to do the work.
 - c. Reports to work within sixty (60) days of the date of discharge or ninety (90) days after any period of hospitalization continuing after discharge.
- 3. The term "Armed Forces of the United States" is defined as limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.
- 4. Any employee who is called to and performs short-term active duty, including annual active duty for training, will be paid the 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 which would normally be scheduled for work during two (2) consecutive weeks.) However, the employee 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, a copy of the applicable orders must be presented to the Human Resources Department.

D. Educational Leave and Development

- 1. An employee who has been employed by the Hospital on a regular basis for at least two (2) continuous years shall be eligible for release time from work without pay or a leave of absence in order to pursue an educational or training program as provided herein. If an employee is permitted to work compensatory time to make up release time, there shall be no premium pay for such time worked.
 - 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 must be approved by the department manager giving full consideration to required work schedules and shall not exceed six (6) hours per week per semester. Such release time will be equitably distributed with seniority determining the initial order of rotation. Release time should not be unreasonably withheld.
 - c. An unpaid leave of absence may be granted by following the procedure set forth in Section A, Paragraph 1 of this Article. 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. Use of the leave of absence provisions of this Section for any reasons other than educational as provided herein could result in termination of the employee's seniority as a voluntary quit.

E. Disability Leave

- 1. An employee who is disabled will be granted a leave of absence for the period of disability when supported by satisfactory medical evidence or until the leave exceeds the employee's accumulated seniority at the time the leave began or one (1) year, whichever is less. In the event of a medical dispute, 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 will accumulate during such leave. However, seniority shall be terminated if the leave exceeds the employee's accumulated seniority at the time the leave began or one (1) year, whichever is less.

F. Childbirth, Adoption and Foster Care Placement Leave

- 1. Provided that an employee provides at least thirty (30) days advance written notice, unless birth occurs before the 30th day, an employee will be granted up to twenty-four (24) work weeks of sick leave, annual leave or leave without pay if sick leave and annual leave has been exhausted for the birth of the employee's son or daughter or for the adoption of a child or the placement of a foster-care child with the employee. This leave may be extended due to complications of pregnancy for up to one (1) year in accordance with Section E above.
- 2. The Labor Management Committee will be used to explore leave accrual donation opportunities between parents who are both employed by the Hospital.
- 3. Seniority shall accumulate during such period and the employee retains their shift seniority during their absence.

G. Return from Leave of Absence

- 1. An employee returning from a leave of absence shall be placed on a job the employee is qualified to perform, in line with the employee's seniority in the department and classification where the employee holds seniority. However, an employee who has restrictions or limitations as a result of a compensable injury/illness pursuant to the Worker's Compensation Act may be placed on a job without regard to the Transfers and Promotions provisions of Article 11 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, the employee may be returned to the unit the employee 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 the employee is qualified to perform. Failing that, an employee shall be placed on another job the employee is qualified to perform in the employee's department in line with the employee's seniority.
- 2. There will be no obligation to return an employee to work prior to the expiration of a leave of absence. However, the employee may be returned to work if it is practicable and reasonable to do so.

Article 17. Paid Leave

A. Jury Duty

1. When an employee is called for 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.

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.

Night shift employees (2300-0700 or 1900-0700 shifts) will not be scheduled to work the night before jury 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.

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.

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.

- 2. 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.
- 3. 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.

- 4. 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.
- 5. An employee may be required to provide documentation of having served on jury duty.

B. Bereavement Leave and Pay

- 1. When death occurs in an employee's immediate family, the employee may use up to the equivalent of 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, holiday, or leave without pay. The term "immediate family" is defined by the definitions contained in Article 15, Section B.
- 2. An employee excused from work under this Section shall, after making written application, be paid up to a total of 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.

C. Voting Time

- 1. An employee who is eligible to vote will, upon request, be excused from work on election day for two (2) hours at the straight time hourly rate for the purpose of voting.
- 2. This shall apply only to those employees whose work begins two (2) hours or less after the opening of the polls and ends three (3) hours or less before the closing of the polls.

2.	An employee desiring 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 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. 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.
- 6. The Hospital will maintain domestic partner benefits eligibility at the level set forth in UNMH Policy HR 135 Domestic Partners effective date 3/19/2022.

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

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

Article 20. Miscellaneous Provisions

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

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

B. Garnishment of Wages

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

C. Personnel File

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

D. Personal Vehicle

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

E. Interpreter

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

F. Supervisor's Employee Journal Entries

The Union recognizes the Hospitals' use of the Supervisor's Employee Journal as a means of documentation of constructive criticism and documenting positive reinforcement (such as: I CARE awards, Employee of the Month awards, and other distinguished awards).

A supervisor shall have a verbal discussion with the employee regarding a journal entry containing criticism or negative feedback before making the entry into the Supervisor's Employee Journal, which shall then be provided to the employee and proof of delivery kept, which may include the employee's signature. Supervisors will provide the

documentation used to support the journal entry upon request, except supervisors may use their discretion to withhold documentation that identifies other individuals in order to protect their privacy, provided that, if any documents are withheld, the journal entry cannot be used for disciplinary purposes or employee evaluations. Employees may respond to journal entries in writing, and the response shall be included in the journal. Journal entries that do not conform to these requirements will not be used for disciplinary purposes.

Employees may request to review their Supervisor's Employee Journal entries. Supervisor's Employee Journal entries will be moved from the department file to the HR personnel file prior to an employee's inter-department transfer if requested by the employee.

G. DOT Medical Certifications

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

H. Smoking

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

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

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

- I. Employees will be required as a condition of employment to have on file with their department their telephone number where they can be contacted.
- J. As a condition of continued employment, licensed personnel must furnish to the Hospital a current license or certification if requested by the Hospital.
- K. A copy of all new and revised Hospital personnel policies pertaining to this bargaining unit will be provided to the Union when published.
- L. Time spent at Hospital committees that the employee has been assigned by the Hospital to participate in shall be counted as time worked.

- M. The Union agrees to participate on Hospital appointed committees which address preparation for The Joint Commission (TJC) survey and employee time spent in TJC preparation shall be counted as time worked.
- N. It is the Hospital's intention not to replace permanent staff positions with casual or per diem staff.

Article 21. Census Management

- A. In the event the Department Manager/Supervisor reassigns or floats an employee to another unit, the following procedure shall be applicable:
 - 1. If an employee is reassigned or floated to another unit, it will be to a unit to which the employee has been oriented and the employee has the skills to provide safe patient care. Orientation to the unit will be provided by an experienced staff member and will include a resource document. The employee may request additional orientation when the employee feels it is necessary to safely complete the patient care assignment. The units to which an employee may be oriented will be related to areas of expertise and experience. When an employee is assigned or volunteers to work outside of their assigned service area, they will be paid the differential of two dollars and fifty cents (\$2.50) per hour.
 - a. There are fourteen (14) service areas grouped by patient type. A service area may be comprised of multiple units:
 - 1. Adult ICUs: MICU, TSICU, NSICU
 - 2. Adult Progressive Care: 7-South, 6-South, 4-East, 5-East/3-East, 5-South, 4-West, 3-South, 5-West, 4-South, 3-North, Adult Inpt Admission Unit
 - 3. Pediatrics: PICU, Peds Special Care, GPU, CTH Rehab-Ortho Inpatient Unit
 - 4. Women's: MBU, OB Triage, Women's Special Care, NBN, L&D
 - 5. Neonatal: NBICU, ICN
 - 6. Adult Behavioral Health
 - 7. Children's Behavioral Health
 - 8. Surgical Services: OR, Pre-anesthesia Clinic, Pre-op Holding, PACU, PACU Boarder Unit, BBRP OR and PACU, OSIS
 - 9. All Ambulatory Care Clinics
 - 10. Digestive Disease Center areas (clinic, diagnostic and procedure)
 - 11. All Emergency Services and Urgent Care
 - 12. Pharmacy Inpatient Central
 - 13. Pharmacy Outpatient
 - 14. All Other Areas
 - 2. In the event the number of scheduled employees (not to include orientees) is greater than needed for a particular shift, employees will be considered for work within the unit on competencies or other initiatives or for floating assignments. If no such assignments are deemed to be available or such assignment is not warranted, then the opportunity to leave work shall be distributed equally among those employees desiring to leave.

Employees may, upon request, be paid for such leave by utilizing accrued holiday or 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 fifteen (15) 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 in accordance with Article 10.
- 5. These unscheduled periods provided herein shall be distributed equitably among employees on comparable shifts in a manner consistent with 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. Employees who are floated from staff to relief charge and are asked to report earlier than their usual shift will not be subject to tardy half-occurrences if less than twenty-four (24) hours advance notice is given.
- 8. Records with respect to the administration of this article shall be maintained in each unit/department and shall be made available to the Delegate for that area or the Union Representative upon request.
- 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:
 - 1. 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.
 - 2. 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.
 - 3. 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.
- 4. 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 22. Strikes, Stoppages and Lockouts

- A. It is the intent of the parties to this Agreement that the procedures herein shall serve as the exclusive means for settlement of all disputes that may arise between them.
- B. During the term of this Agreement, the Hospital will not lock out any employees.
- C. No employee shall engage in any strike, sit-down, sit-in, slow-down, sick-out, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital.
- D. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-in, slow-down, sick-out, cessation or stoppage or interruption of work, boycott or other interference with operations of the Hospital or ratify, condone or lend support to any such conduct or action.
- E. The Union may be automatically decertified and any collective bargaining agreement immediately terminated if it or its members engage in any strike, sit-in, sick-out or other disruptive concerted action against the Hospital.
- F. Any bargaining unit member who engages in a strike, slow-down, sit-in or any other concerted interruption of Hospital operations is subject to immediate termination without further recourse.

Article 23. Partial Invalidity, Separability, Waiver and Ratification

- A. Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including memoranda of understanding, or letters supplemental, amendatory or related thereto, the parties may agree upon a replacement for the affected provision. Such replacement provisions shall become effective immediately upon agreement, and shall remain in effect for the duration of the Agreement.
- B. In the event that any of the provisions of this 'Agreement', including memoranda of understanding, or letters supplemental, amendatory or related thereto, shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.
- C. The parties acknowledge that during the negotiations which resulted in the 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 this Agreement. Therefore, the Hospital and Union, for the life of this Agreement, each voluntarily and without qualification 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, or with respect to any subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 24. Hospital Safety

- A. The Union shall be entitled to designate one (1) employee representative from this bargaining unit to the Hospital's Situational Awareness For Everybody (SAFE) Committee. The representative shall be a fully participating member of the SAFE Committee.
- B. The Hospital and Union will establish a Labor Management Security Committee comprised of four (4) representatives appointed by the Hospital and four (4) representatives appointed by District 1199. The Committee will review and develop action plans on matters involving employee safety, which may include, but not be limited to: a protocol for publication on steps to be taken when patients/visitors engage in violence against employees; additional methods for securing the physical structures through metal detectors, security/police presence, canines, etc.; and increased use of MOAB training for staff.

C. Health and Safety

- 1. It is the responsibility of the Hospital to provide employees with a safe, clean and healthy work environment in a manner consistent with Hospital operations.
- 2. For employees who are required to wear safety shoes while working, the Hospital will pay one-half (½) the cost of such shoes, approved by the department head, up to a maximum of \$150 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.
- 8. When a patient on the unit dies, the staff caring for that patient will have opportunity to take a break and, after the break, complete that patient's documentation before continuing with the care of other patients.

D. Workplace Violence

- 1. Signs at the Hospital's public entrances will include warnings that violence against health care workers is unlawful and subject to prosecution.
- 2. Any act or threat of violence by any employee against any other employee, patient, visitor or any other person on Hospital premises is prohibited and subject to disciplinary action.
- 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 25. Labor Management Committee

- A. There is established a Labor Management Committee (LMC) for the purpose of fostering improved communication between the Hospital and the Union. The Union may appoint up to ten (10) committee members representative of the bargaining unit.
- B. Responsibility for chairing the meeting shall alternate each meeting between the Union and management.
- C. The committee shall be made up of ten (10) members from management and ten (10) members from the Union. Time spent at the meetings shall be counted as time worked.
- D. Topics will be recorded as they are discussed. Any procedures or recommendations developing from these meetings will be communicated to the appropriate department.
- 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 26. Orientation and Continuing Education

- A. Employees who are assigned to a department and those employees being cross-trained shall be assigned to work with a designated, experienced staff member (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 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.
 - 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.
 - 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.
- F. The Hospital may, on terms subject to its discretion, extend financial scholarships to employees who enroll in and complete selected academic degree programs.

Article 27. Successorship

If the Hospital in its entirety or any portion, is sold, leased or contracted out to either a 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 the sale, lease or transfer.

Article 28. Subcontracting of Work

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

Article 29. 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 or transfer to another department.
- 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 oneyear 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 30. Term of Agreement

This Agreement shall continue in full force and effect from the effective date until June 30, 2025. 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 renegotiations by December 31, 2024, in which case negotiations for a successor Agreement shall begin in January 2025. 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 their names to be subscribed by their duly authorized officers and representatives on the dates noted below.

Kathleen R. Becker, MPH, JD, FACHE CEO, UNM Hospitals NUHHCE DISTRICT 1199NM LICENSED & TECHNICAL Eleanor Chavez, Executive Director Date 2/22/2024 Maria Burke, Staff Representative Date 2/22/2024 Vicente Jaramillo, Chief Delegate Date 2/22/2024

UNIVERSITY OF NEW MEXICO HOSPITALS

Stephanie Leyva, Delegate

Date

APPENDIX A Seniority Groups

"Seniority Groups," as specifically referenced in Article 1 and Article 11 of the Agreement, are as follows:

1209 Clinic Community Support Worker

1209 Clinic LPN I 1209 Clinic LPN II 1209 Clinic RN

ABQ ACT Team-Current Yr Community Support Worker

ABQ ACT Team-Current Yr Counselor Masters

ABQ ACT Team-Current Yr Counselor Social Wkr Clin

ABQ ACT Team-Current Yr

ABQ ACT Team-Current Yr

ABQ ACT Team-Current Yr

ABQ ACT Team-Current Yr

RN

Admitting ASAP

LPN II

Admitting ASAP

LPN II

Admitting ASAP

RN

Admitting UH Case Manager RN

Adult IP Admission Unit

Adult IP Admission Unit

LPN II

Adult IP Admission Unit

RN

Adult Oncology Med/Surg

LPN II

Adult Oncology Med/Surg

LPN II

Adult Oncology Med/Surg

RN

Advanced Clinical Care Paramedic **Anticoagulation Services** Pharmacist Anticoagulation Services LPN I LPN II **Anticoagulation Services Anticoagulation Services** RN LPN I **ASAP Admitting** LPN II **ASAP Admitting** RN **ASAP Admitting**

ASAP O/P - Counseling Svcs Case Manager RN

ASAP O/P - Counseling Svcs Community Support Worker

ASAP O/P - Counseling Svcs Counselor Social Wkr

ASAP O/P - Counseling Svcs Counselor Social Wkr Clin ASAP Teen Addiction/Recovery Community Support Worker

ASAP Teen Addiction/Recovery RN
ASAP-Primary Care Clinic LPN I

ASAP-Primary Care Clinic LPN II **ASAP-Primary Care Clinic** RN Atrisco Heritage Clinic LPN I Atrisco Heritage Clinic LPN II Atrisco Heritage Clinic RN Behavioral Svcs at MATS Center LPN I Behavioral Svcs at MATS Center LPN II Behavioral Svcs at MATS Center RN

BHO - UR Case Manager RN

BHO - UR Coord Utilization Review

LPN I Burn & Wound Services Burn & Wound Services LPN II Burn & Wound Services RN Burn Unit LPN I Burn Unit LPN II Burn Unit RN Cardiac Cath Lab LPN I Cardiac Cath Lab LPN II Cardiac Cath Lab RN Cardiac Cath Lab RN Spec

Cardiac Cath Lab Technol Rad Interventional

Cardiac Cath Lab Therapist Reg Resp

Cardiac Cath Lab Therapist Reg Resp Spec

Cardiac Rehab

Cardiac Rehab

Cardiac Rehab

Cardiac Rehab

RN

Cardiology Clinic

Cardiology Clinic

Cardiology Clinic

Cardiology Clinic

RN

Care Link BH Home - CPC
Case Manager Social Work
Care Link BH Home - CPC
Care Link BH Home - UPC
Case Manager Social Work
Care Link BH Home - UPC
Community Support Worker
Community Support Worker

Care Management Services Case Manager RN

Care Management Services Case Manager Social Work

Care Management Services Case Manager Social Work Clin Mentor

Care Management Services
Care Management Services
Case Management UPC
Case Management UPC
Case Worker Masters
Social Work Navigator
Community Support Worker

Children's Svcs Admin LPN I Children's Svcs Admin LPN II Children's Svcs Admin RN
Children's Svcs Admin RN Spec

City of Alb – Early Intervention Case Manager Social Work
City of Alb – Early Intervention Community Support Worker
City of Alb – Early Intervention Counselor Social Wkr Clin

Clinical Neuroscience Center LPN I
Clinical Neuroscience Center LPN II
Clinical Neuroscience Center RN

Clinical Social Work CPC Case Manager RN

Clinical Social Work CPC
Clinical Social Work CPC
Clinical Social Work CPC
Clinical Social Work CPC
Counselor Social Wkr Clin
Clinical Social Work CPC
Therapist Recreation Certified

Clinical Social Work UPC Case Manager RN

Clinical Social Work UPC
Clinical Social Work UPC
Clinical Social Work UPC
Clinical Social Work UPC
Counselor Social Wkr Clin

Clinical-Mind Imaging Center LPN I
Clinical-Mind Imaging Center LPN II
Clinical-Mind Imaging Center RN

Communication Connections ICM Community Support Worker

COPE Clinic LPN I
COPE Clinic LPN II
COPE Clinic RN
Coronary Care Subacute LPN I
Coronary Care Subacute LPN II
Coronary Care Subacute RN

CPC Acute Services

Counselor Social Wkr
CPC Acute Services

Counselor Social Wkr Clin

CPC Acute Services LPN I
CPC Acute Services LPN II
CPC Acute Services RN

CPC Cimarron Clinic Case Manager RN

CPC Community Family Team

CPC Community Family Team

Community Support Worker

CPC Community Family Team

Counselor Social Wkr Clin

CPC Psychiatric Emergency Services Case Manager RN

CPC Psychiatric Emergency Services

CPC Psychiatric Emergency Services

Coord Utilization Review

CPC Psychiatric Emergency Services

CPC Psychiatric Emergency Services

CPC Psychiatric Emergency Services

CPC Psychiatric Emergency Services

Counselor Social Wkr Clin

CPC Programs for Children Community Support Worker CPC Programs for Children Counselor Social Wkr CPC Programs for Children Counselor Social Wkr Clin **CPC Services Access** Counselor Social Wkr **CPC Services Access** Counselor Social Wkr Clin CPC Transition Age Clinic Case Manager Social Work **CPC Transition Age Clinic** Counselor Social Wkr **CPC** Transition Age Clinic Counselor Social Wkr Clin

CPC Utilization Management Case Manager RN

CPC Wraparound Clinic Community Support Worker

CRC/CTC LPN I
CRC/CTC LPN II
CRC/CTC RN

CTH Food and Nutrition Clin Dietician

CTH Food and Nutrition

Clin Dietician Specialist

CTH Outpatient Clinic

Case Manager Social Work

CTH Outpatient Clinic

Community Support Worker

CTH Outpatient Clinic LPN I
CTH Outpatient Clinic LPN II
CTH Outpatient Clinic RN

CTH Pharmacy Inpatient Pharmacist

CTH Radiology-Bone Density Technol Rad General CTH Radiology-General Technol Rad General

CTH Radiology-Ultrasound Sonographer

CTH Rehab-Ortho Unit LPN I
CTH Rehab-Ortho Unit LPN II
CTH Rehab-Ortho Unit RN

CYFD-Home Visitation Community Support Worker

Dermatology Clinic 1021 Med LPN I Dermatology Clinic 1021 Med LPN II Dermatology Clinic 1021 Med RN Diabetes Comprehensy Care Ctr LPN I Diabetes Comprehensy Care Ctr LPN II Diabetes Comprehensy Care Ctr RNDialysis Home CCPD LPN I Dialysis Home CCPD LPN II Dialysis Home CCPD RN Digest Disease Health Center LPN I LPN II Digest Disease Health Center Digest Disease Health Center RN

Digest Disease Health Center RN Coord Transplant

Digestive Disease Center LPN I
Digestive Disease Center LPN II
Digestive Disease Center RN

Digestive Disease Center RN Spec
Digestive Disease Procedures LPN I
Digestive Disease Procedures LPN II
Digestive Disease Procedures RN

DOH Breast & Cerv-Current Yr

Case Manager Social Work

DOH Breast & Cerv-Current Yr

Case Manager Social Work Clin Mentor

DOIM-Non Proc. Sub-Specialties LPN I DOIM-Non Proc. Sub-Specialties LPN II DOIM-Non Proc. Sub-Specialties RN DOIM-Outpatient Treatment Ctr LPN I DOIM-Outpatient Treatment Ctr LPN II DOIM-Outpatient Treatment Ctr RN ED Fast Track LPN I ED Fast Track LPN II ED Fast Track RN

ED-North Paramedic ER

ED-North LPN I
ED-North LPN II
ED-North RN

Emergency Department Paramedic ER

Emergency Department LPN I
Emergency Department RN
Emergency Services - Admin LPN II
Emergency Services - Admin LPN II
Emergency Services - Admin RN

Emergency Management Paramedic **Endoscopy Center** LPN I **Endoscopy Center** LPN II **Endoscopy Center** RN LPN I **ENT Clinic ENT Clinic** LPN II **ENT Clinic** LPN Spec **ENT Clinic** RN ENT Clinic RN Spec **ENT Surgical Specialty Clinic** LPN I

ENT Surgical Specialty Clinic

ENT Surgical Specialty Clinic

LPN II

LPN Spec

ENT Surgical Specialty Clinic RN
ENT Surgical Specialty Clinic RN Spec
ER Observation LPN I
ER Observation LPN II
ER Observation RN

ER Transport Paramedic
Facilities Safety Spec Safety
Family Medicine Inpt (3-N) LPN I
Family Medicine Inpt (3-N) LPN II
Family Medicine Inpt (3-N) RN

Family Practice Clinic Community Support Worker

Family Practice Clinic LPN I
Family Practice Clinic LPN II
Family Practice Clinic RN

Food and Nutrition Clin Dietician

Food and Nutrition Clin Dietician Specialist

Food and Nutrition - BBRP Clin Dietician

Food and Nutrition - BBRP Clin Dietician Specialist

Gallup Multidisciplinary Clin LPN I
Gallup Multidisciplinary Clin LPN II
Gallup Multidisciplinary Clin RN

Gallup Multidisciplinary Clin Technol Ultrasound Traveler

Gen Med/SAC (4-W) LPN I Gen Med/SAC (4-W) LPN II Gen Med/SAC (4-W) RN General Medicine (5-W) LPN I General Medicine (5-W) LPN II General Medicine (5-W) RN General Pediatrics Unit LPN I General Pediatrics Unit LPN II General Pediatrics Unit RN General Surgery (6-S) LPN I General Surgery (6-S) LPN II General Surgery (6-S) RNGeneral Surgery Clinic LPN I General Surgery Clinic LPN II General Surgery Clinic RN

General Surgery Clinic

General Surgery Clinic

Heart Failure Clinic

Heart Failure Clinic

LPN II

Heart Failure Clinic

RN

Heart Station LPN I
Heart Station LPN II
Heart Station RN

Home Health Care Case Manager Social Work

Home Health Care RN Home Health

Hospice Care-Pediatric Case Manager Social Work

Hospice Care-Pediatric RN Home Health

I/P Hemodialysis LPN I I/P Hemodialysis LPN II I/P Hemodialysis RN I/P Hemodialysis RN Spec Inpatient Float Pool LPN I Inpatient Float Pool LPN II Inpatient Float Pool RN Intermediate Care Nursery LPN I Intermediate Care Nursery LPN II Intermediate Care Nursery RN

Interpreter Language ServicesInterp & Translator ArabicInterpreter Language ServicesInterp & Translator NavajoInterpreter Language ServicesInterp & Translator SpanishInterpreter Language ServicesInterp & Translator Vietnamese

Interpreter Language Services Interpreter Certified ASL

Kidney Transplant Svcs RN

Kidney Transplant Svcs RN Coord Transplant

Labor and Delivery LPN I
Labor and Delivery LPN II
Labor and Delivery RN

Lactation Education Sycs RN Lactation Spec

Lifeguard Dispatch Dispatcher
Lifeguard Rotor, Truck, Plane (RTP) Paramedic

Lifeguard RTP RN

Lifeguard RTP Therapist Reg Resp Spec

M & FP-NW Valley LPN I M & FP-NW Valley LPN II M & FP-NW Valley RN M & FP-West Mesa LPN I M & FP-West Mesa LPN II M & FP-West Mesa RN Maternal Fetal Medicine LPN I Maternal Fetal Medicine LPN II Maternal Fetal Medicine RN

Med/Surg Subacute (4-E) LPN I Med/Surg Subacute (4-E) LPN II Med/Surg Subacute (4-E) RN Medical Faculty Clinic C LPN I Medical Faculty Clinic C LPN II Medical Faculty Clinic C RN Medical/Cardiac ICU LPN I Medical/Cardiac ICU LPN II Medical/Cardiac ICU RN Medicine Clinic LPN I Medicine Clinic LPN II Medicine Clinic RN

Metropolitan Detention CenterCommunity Support WorkerMetropolitan Detention CenterCounselor Social WkrMetropolitan Detention CenterCounselor Social Wkr Clin

Metropolitan Detention CenterLPN IMetropolitan Detention CenterLPN IIMetropolitan Detention CenterParamedic

Metropolitan Detention Center RN

Metropolitan Detention Center Pharmacist

Milagro OP OB Clinic Community Support Worker

Milagro OP OB Clinic LPN I
Milagro OP OB Clinic LPN II
Milagro OP OB Clinic RN

Milagro OP Psych Clinic Counselor Social Wkr Clin

Mother & Baby Unit (3-E) BBRP LPN I

Mother & Baby Unit (3-E) BBRP LPN II

Mother & Baby Unit (3-E) BBRP RN

Movement Disorder Clinic LPN I

Movement Disorder Clinic LPN II

Movement Disorder Clinic RN

Multi Systemic Therapy Counselor Social Wkr Multi Systemic Therapy Counselor Social Wkr Clin NE Heights Clinic Community Support Worker

NE Heights Clinic LPN I

NE Heights Clinic RN

NE Heights Clinic RN

NEH - ENT Allergy Clinic LPN II

NEH - ENT Allergy Clinic LPN II

NEH - ENT Allergy Clinic RN

Nephrology Clinic LPN I

Nephrology Clinic LPN II Nephrology Clinic RN

Neurodiagnostics Lab
Neurodiagnostics Lab
Tech EEG
Neurodiagnostics Lab
Tech EEG I
Neurodiagnostics Lab
Tech EEG II
Neurodiagnostics Lab
Tech EEG III
Neuropsychology
Neuropsychologist

Neuropsychology Post Doctoral Fellow

Neuroscience LPN I Neuroscience LPN II Neuroscience RN Neuroscience ICU LPN I Neuroscience ICU LPN II Neuroscience ICU RN Neurosurgery Clinic LPN I Neurosurgery Clinic LPN II Neurosurgery Clinic RN Neurosurgery Clinic RN Spec Newborn Clinic LPN I Newborn Clinic LPN II Newborn Clinic RN

Newborn ICU RN
Newborn ICU RN Spec
Newborn Nursery/Level 1 LPN I
Newborn Nursery/Level 1 LPN II
Newborn Nursery/Level 1 RN
Newborn Nursery/Level 1 RN Spec

Newborn ICU

Newborn ICU

North Valley Clinic Community Support Worker

North Valley Clinic LPN I North Valley Clinic LPN II North Valley Clinic RN **Nursing Clinical Informatics** LPN I **Nursing Clinical Informatics** LPN II **Nursing Clinical Informatics** RN O/P Hemo Maint Dialysis LPN I O/P Hemo Maint Dialysis LPN II O/P Hemo Maint Dialysis RN Occupational Health Svcs LPN I

LPN I

LPN II

Occupational Health Svcs LPN II
Occupational Health Svcs RN

OCO Jail Diversion Services Community Support Worker

OP Care Management Svcs Case Manager RN

OP Care Management Svcs Case Manager Social Work

OP Care Management Svcs Case Manager Social Work Clin Mentor

OP Care Management Svcs Case Worker Masters

OPAT Clinic LPN I
OPAT Clinic LPN II
OPAT Clinic RN

OPD Psych Providers Counselor Social Wkr Clin

Operating Room LPN I Operating Room LPN II Operating Room RN Operating Room - BBRP LPN I Operating Room - BBRP LPN II Operating Room - BBRP RN Ophthalmology On Site Clinic LPN I Ophthalmology On Site Clinic LPN II Ophthalmology On Site Clinic RN Orthopaedics Clinic LPN I Orthopaedics Clinic LPN II Orthopaedics Clinic RN

Orthopaedics Clinic RN Coord Orthopedic Care

Orthopaedics Faculty Clinic LPN I
Orthopaedics Faculty Clinic LPN II
Orthopaedics Faculty Clinic RN

Orthopaedics Faculty Clinic RN Coord Orthopedic Care

Orthopedics (3-S)

Orthopedics (3-S)

Orthopedics (3-S)

RN

OSIS CT Scan Technol Rad Ct
OSIS General Technol Rad General
OSIS Mammography Technol Mammography
OSIS MRI Technol Rad MRI

OSIS Operating Room LPN I
OSIS Operating Room LPN II
OSIS Operating Room RN
OSIS PACU LPN I
OSIS PACU LPN II
OSIS PACU RN

OSIS Sports Medicine LPN I
OSIS Sports Medicine LPN II
OSIS Sports Medicine RN

OSIS Sports Medicine RN Coord Orthopedic Care

OSIS Ultrasound Sonographer

LPN I Outpatient Float Pool LPN II Outpatient Float Pool Outpatient Float Pool RN LPN I PACU - BBRP PACU - BBRP LPN II PACU - BBRP RN PACU (Recovery Room 1) LPN I PACU (Recovery Room 1) LPN II PACU (Recovery Room 1) RN Pain Clinic LPN I Pain Clinic LPN II Pain Clinic RN

Pain Clinic RN Spec
Palliative Care Clinic LPN I
Palliative Care Clinic LPN II
Palliative Care Clinic RN

Patient Education - CPC Educator Special Teaching L&T

Patient Education - Diabetes Clin Dietitian

Patient Education - Diabetes LPN I
Patient Education - Diabetes LPN II
Patient Education - Diabetes RN
Patient Education - Diabetes RN Spec
Patient Education - Wellness Clin Dietitian

Pediatric Cardiology

Pediatric Cardiology

LPN II

Pediatric Cardiology

RN

Pediatric Cardiology

RN Spec

Pediatric Emergency Department

Paramedic ER

LPN I Pediatric Emergency Department Pediatric Emergency Department LPN II Pediatric Emergency Department RN Pediatric Emergency Department RN Spec Pediatric ICU LPN I LPN II Pediatric ICU Pediatric ICU RN Pediatric Infusion Unit PIU LPN I

Pediatric Infusion Unit PIU LPN II Pediatric Infusion Unit PIU RN Pediatric Sedation Clinic LPN I Pediatric Sedation Clinic LPN II Pediatric Sedation Clinic RN LPN I Pediatric Specialty Care LPN II Pediatric Specialty Care Pediatric Specialty Care RN **Pediatrics Clinic** LPN I **Pediatrics Clinic** LPN II **Pediatrics Clinic** RN

Pharmacy - 1201 Cds OP Pharmacist Pharmacy - Admin Pharmacist Pharmacy - AIC 715 MLK Pharmacist Pharmacy - AIC CdS Pharmacist Pharmacy - Ambulatory Pharmacist Pharmacy - Informatics Pharmacist Pharmacy - Inpatient Pharmacist Pharmacy - North Valley Pharmacist Pharmacy - OSIS Pharmacist Pharmacist Pharmacy - Outpatient Pharmacist Pharmacy - SE Heights Pharmacy - Specialty Service Pharmacist Pharmacy - SW Mesa Pharmacist PICC/Conscious Sedation LPN I PICC/Conscious Sedation LPN II PICC/Conscious Sedation RN Post Acute Discharge Clinic LPN I Post Acute Discharge Clinic LPN II

Post Transplant Clinic RN Coord Transplant

Pre-Anesthesia Clinic LPN I
Pre-Anesthesia Clinic LPN II
Pre-Anesthesia Clinic RN

Post Acute Discharge Clinic

Prescription Refill Line Pharmacist

Pre-Transplant Clinic RN Coord Transplant
Psychiatry Counselor Social Wkr Clin

Psychiatry Faculty Clinic LPN I
Psychiatry Faculty Clinic LPN II
Psychiatry Faculty Clinic RN

Pulmonary Diagnostics Therapist Reg Resp

RN

Pulmonary Diagnostics Therapist Reg Resp Spec

Pulmonary Hypertension Clinic LPN I
Pulmonary Hypertension Clinic LPN II
Pulmonary Hypertension Clinic RN

Pulmonary Services Tech Resp Therapy Certified

Pulmonary Services
Radiology - 1209 University
Technol Rad General
Radiology - Bone Densitometry
Technol Rad General
Radiology - CT Scan
Technol Rad Ct
Radiology - Family Practice
Technol Rad General
Radiology - General
Technol Rad General
Technol Rad General
Radiology - General
Technol Rad Fluoroscopy

Radiology - Interventional Rad LPN I
Radiology - Interventional Rad LPN II
Radiology - Interventional Rad RN

Radiology - Interventional Rad Technol Rad Interventional

Radiology - IR Neuro LPN I
Radiology - IR Neuro LPN II
Radiology - IR Neuro RN

Radiology - MRI Technol Rad MRI
Radiology - North Valley Technol Rad General

Radiology - Nuclear Med Technol Nuclear Med Certified

Radiology - Ortho Clinic Technol Rad General

Radiology - OSIS PET CT Technol Nuclear Med Certified

Radiology - SE Heights Technol Rad General
Radiology - Senior Health Technol Rad General
Radiology - SW Mesa Technol Rad General

Radiology - Ultrasound Sonographer Rapid Response Team Paramedic

Rehabilitation Services Asst Cert Occupational Therapy Inpatient

Rehabilitation Services

Asst Physical Therapist Inpatient
Rehabilitation Services

Therapist Occupational Inpatient
Rehabilitation Services

Therapist Physical Inpatient

Rheumatology LPN I
Rheumatology LPN II
Rheumatology RN
RN Residency Program RN

SE Heights Clinic-Texas Community Support Worker

SE Heights Clinic-Texas LPN I
SE Heights Clinic-Texas LPN II
SE Heights Clinic-Texas RN

SE Heights Clinic-Texas RN Spec

Senior Health Center Community Support Worker

Senior Health Center LPN I
Senior Health Center LPN II
Senior Health Center RN

Sleep Disorders Center-1101-2 Therapist Reg Resp

Southwest Mesa Clinic Community Support Worker

Southwest Mesa Clinic LPN I Southwest Mesa Clinic LPN II Southwest Mesa Clinic RN LPN I Sports Medicine Sports Medicine LPN II Sports Medicine RN Staffing Office LPN I Staffing Office LPN II **Staffing Office** RN **Surgical Specialties** LPN I **Surgical Specialties** LPN II **Surgical Specialties** RN

Surgical Specialties RN Surgical Specialties

Surgical Specialty Unit (4-S) LPN I Surgical Specialty Unit (4-S) LPN II Surgical Specialty Unit (4-S) RN Surgical Svcs Peri-Op Program LPN I Surgical Svcs Peri-Op Program LPN II Surgical Svcs Peri-Op Program RN Therapeutic Apheresis LPN I Therapeutic Apheresis LPN II Therapeutic Apheresis RN Therapeutic Apheresis RN Spec

Therapeutic Apheresis RN Spe
Transfer Center RN
Trauma/Surgical ICU LPN I
Trauma/Surgical ICU LPN II
Trauma/Surgical ICU RN

UNM Care I Utilization Mgt

Case Manager RN

UNM Care I Utilization Mgt Coord Utilization Review

UNM LoboCare Clinic LPN I
UNM LoboCare Clinic LPN II
UNM LoboCare Clinic RN
UPC Continuing Care Clinic LPN I
UPC Continuing Care Clinic LPN II

UPC Continuing Care Clinic RN
UPC General Specialty Clinics LPN I
UPC General Specialty Clinics LPN II
UPC General Specialty Clinics RN

UPC ICOPE Clinic-Primary Care Community Support Worker

UPC ICOPE Clinic-Primary Care
UPC ICOPE Clinic-Primary Care
UPC ICOPE Clinic-Primary Care
RN

UPC Inpatient Adult Services Community Support Worker
UPC Inpatient Adult Services Counselor Social Wrk

UPC Inpatient Adult Services LPN I
UPC Inpatient Adult Services LPN II
UPC Inpatient Adult Services RN

UPC Inpatient/Geriatrics Community Support Worker

UPC Inpatient/Geriatrics LPN I
UPC Inpatient/Geriatrics LPN II
UPC Inpatient/Geriatrics RN

UPC MDC Discharge Planning Community Support Worker

UPC Psychiatric Emergency Services LPN I
UPC Psychiatric Emergency Services LPN II
UPC Psychiatric Emergency Services RN

UPC Psychotherapy Clinic Community Support Worker
UPC Psychotherapy Clinic Counselor Social Wkr
UPC Psychotherapy Clinic Counselor Social Wkr Clin
UPC Urgent Care Clinic Community Support Worker

UPC Urgent Care Clinic LPN I **UPC** Urgent Care Clinic LPN II **UPC** Urgent Care Clinic RN **Urgent Care Center** LPN I Urgent Care Center LPN II **Urgent Care Center** RN Urology LPN I LPN IJ Urology Urology RN Urology RN Spec

Utilization Management Case Manager RN Vascular Lab Sonographer

Vascular Lab Technol Vascular Certified

Vascular Surgery Clinic LPN I
Vascular Surgery Clinic LPN II
Vascular Surgery Clinic RN

Vascular Surgery Clinic

Westside Allergy Clinic

Westside Allergy Clinic

LPN II

Westside Allergy Clinic

RN

Westside Family & Senior Hlth

Westside Family & Senior Hlth

LPN II

Westside Family & Senior Hlth

RN

Women's Care Counselor Social Wkr Clin

Women's Care

Women's Care

LPN II

Women's Care

RN

Women's Health Center

Women's Health Center

LPN II

Women's Health Center

RN

Women's Health Center RN Lactation Spec

Women's Health Center RN Spec
Women's Imaging Eubank Sonographer

Women's Imaging Outreach Technol Ultrasound Traveler

Women's Special Care

Women's Special Care

LPN II

Women's Special Care

RN

Women's Special Care

RN Spec

Women's Ultrasound Clinic

Sonographer

Women's Ultrasound Clinic Technol Ultrasound Traveler YCHC Domestic Violence Case Manager Social Work YCHC Domestic Violence Community Support Worker YCHC Domestic Violence Counselor Social Wkr Clin YCHC Gang Prevent-Current Yr Case Manager Social Work YCHC Gang Prevent-Current Yr Community Support Worker YCHC Gang Prevent-Current Yr Counselor Social Wkr Clin YCHC General Case Manager Social Work YCHC General Community Support Worker

YCHC General LPN I
YCHC General LPN II
YCHC General RN

YCHC Home Visitation Case Manager Social Work
YCHC Home Visitation Community Support Worker
YCHC Home Visitation Counselor Social Wkr Clin

APPENDIX B

Departments

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

1209 Clinic

ABQ ACT Team-Current Yr

Admitting ASAP

Admitting UH

Adult IP Admission Unit

Adult Oncology Med/Surg

Advanced Clinical Care

Anticoagulation Services

ASAP Admitting

ASAP O/P - Counseling Svcs

ASAP Teen Addiction/Recovery

ASAP-Primary Care Clinic

Atrisco Heritage Clinic

Behavioral Svcs at MATS Center

BHO - UR

Burn & Wound Services

Burn Unit

Cardiac Cath Lab

Cardiac Rehab

Cardiology Clinic

Care Link BH Home - CPC

Care Link BH Home - UPC

Care Management Services

Case Management UPC

Children's Svcs Admin

City of Alb – Early Intervention

Clinical Neuroscience Center

Clinical Social Work CPC

Clinical Social Work UPC

Clinical-Mind Imaging Center

Communication Connections ICM

COPE Clinic

Coronary Care Subacute

CPC Acute Services

CPC Cimarron Clinic

CPC Community Family Team

CPC Programs for Children

CPC Psychiatric Emergency Services

CPC Services Access

CPC Transition Age Clinic

CPC Utilization Management

CPC Wraparound Clinic

CRC/CTC

CTH Food and Nutrition

CTH Outpatient Clinic

CTH Pharmacy Inpatient

CTH Radiology-Bone Density

CTH Radiology-General

CTH Radiology-Ultrasound

CTH Rehab-Ortho Unit

CYFD-Home Visitation

Dermatology Clinic 1021 Med

Diabetes Comprehensy Care Ctr

Dialysis Home CCPD

Digest Disease Health Center

Digestive Disease Center

Digestive Disease Procedures

DOH Breast & Cerv-Current Yr

DOIM-Non Proc. Sub-Specialties

DOIM-Outpatient Treatment Ctr

ED Fast Track

ED-North

Emergency Department

Emergency Services - Admin

Emergency Management

Endoscopy Center

ENT Clinic

ENT Surgical Specialty Clinic

ER Observation

ER Transport

Facilities Safety

Family Medicine Inpt (3-N)

Family Practice Clinic

Food and Nutrition

Food and Nutrition - BBRP

Gallup Multidisciplinary Clin

Gen Med/SAC (4-W)

General Medicine (5-W)

General Pediatrics Unit

General Surgery (6-S)

General Surgery Clinic

Heart Failure Clinic

Heart Station

Home Health Care

Hospice Care-Pediatric

I/P Hemodialysis

Inpatient Float Pool

Intermediate Care Nursery

Interpreter Language Services

Kidney Transplant Svcs

Labor and Delivery

Lactation Education Svcs

Lifeguard Dispatch

Lifeguard RTP

M & FP-NW Valley

M & FP-West Mesa

Maternal Fetal Medicine

Med/Surg Subacute (4-E)

Medical Faculty Clinic C

Medical/Cardiac ICU

Medicine Clinic

Metropolitan Detention Center

Milagro OP OB Clinic

Milagro OP Psych Clinic

Mother & Baby Unit (3-E) BBRP

Movement Disorder Clinic

Multi Systemic Therapy

NE Heights Clinic

NEH - ENT Allergy Clinic

Nephrology Clinic

Neurodiagnostics Lab

Neuropsychology

Neuroscience

Neuroscience ICU

Neurosurgery Clinic

Newborn Clinic

Newborn ICU

Newborn Nursery/Level 1

North Valley Clinic

Nursing Clinical Informatics

O/P Hemo Maint Dialysis

Occupational Health Svcs

OCO Jail Diversion Services

OP Care Management Svcs

OPAT Clinic

OPD Psych Providers

Operating Room

Operating Room - BBRP

Ophthalmology On Site Clinic

Orthopaedics Clinic

Orthopaedics Faculty Clinic

Orthopedics (3-S)

OSIS CT Scan

OSIS General

OSIS Mammography

OSIS MRI

OSIS Operating Room

OSIS PACU

OSIS Sports Medicine

OSIS Ultrasound

Outpatient Float Pool

PACU - BBRP

PACU (Recovery Room 1)

Pain Clinic

Palliative Care Clinic

Patient Education - CPC

Patient Education - Diabetes

Patient Education - Wellness

Pediatric Cardiology

Pediatric Emergency Department

Pediatric ICU

Pediatric Infusion Unit PIU

Pediatric Sedation Clinic

Pediatric Specialty Care

Pediatrics Clinic

Perfusionists

Pharmacy - 1201 Cds OP

Pharmacy - Admin

Pharmacy - AIC 715 MLK

Pharmacy - AIC CdS

Pharmacy - Ambulatory

Pharmacy - Informatics

Pharmacy - Inpatient

Pharmacy - North Valley

Pharmacy - OSIS

Pharmacy - Outpatient

Pharmacy - SE Heights

Pharmacy - Specialty Service

Pharmacy - SW Mesa

PICC/Conscious Sedation

Post Acute Discharge Clinic

Post Transplant Clinic

Pre-Anesthesia Clinic

Prescription Refill Line

Pre-Transplant Clinic

Psychiatry

Psychiatry Faculty Clinic

Pulmonary Diagnostics

Pulmonary Hypertension Clinic

Pulmonary Services

Radiology - 1209 University

Radiology - Bone Densitometry

Radiology - CT Scan

Radiology - Family Practice

Radiology - General

Radiology - Interventional Rad

Radiology - IR Neuro

Radiology - MRI

Radiology - North Valley

Radiology - Nuclear Med

Radiology - Ortho Clinic

Radiology - OSIS PET CT

Radiology - SE Heights

Radiology - Senior Health

Radiology - SW Mesa

Radiology - Ultrasound

Rapid Response Team

Rehabilitation Services

Rheumatology

RN Residency Program

SE Heights Clinic-Texas

Senior Health Center

Sleep Disorders Center-1101-2

Southwest Mesa Clinic

Sports Medicine

Staffing Office

Surgical Specialties

Surgical Specialty Unit (4-S)

Surgical Svcs Peri-Op Program

Therapeutic Apheresis

Transfer Center

Trauma/Surgical ICU

UNM Care I Utilization Mgt

UNM LoboCare Clinic

UPC Continuing Care Clinic

UPC General Specialty Clinics

UPC ICOPE Clinic-Primary Care

UPC Inpatient Adult Services

UPC Inpatient/Geriatrics

UPC MDC Discharge Planning

UPC Psychiatric Emergency Services

UPC Psychotherapy Clinic

UPC Urgent Care Clinic

Urgent Care Center

Urology

Utilization Management

Vascular Lab

Vascular Surgery Clinic

Westside Allergy Clinic

Westside Family & Senior Hlth

Women's Care

Women's Health Center

Women's Imaging Eubank

Women's Imaging Outreach

Women's Special Care

Women's Ultrasound Clinic

YCHC Domestic Violence

YCHC Gang Prevent-Current Yr

YCHC General

YCHC Home Visitation