

3-PELRB-2026

STATE OF NEW MEXICO PUBLIC EMPLOYEE LABOR RELATIONS BOARD

In re:

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

Complainant,

v.

PELRB No. 128-24

**REGENTS OF THE UNIVERSITY
OF NEW MEXICO for its public operations
known as THE UNIVERSITY OF
NEW MEXICO HOSPITAL, specifically including
SANDOVAL REGIONAL MEDICAL CENTER,**

Respondent.

ORDER

THIS MATTER comes before the Public Employee Labor Relations Board at its regularly scheduled meeting on February 17, 2026, for *pro forma* adoption of the Hearing Officer's Report and Recommended Decision issued in this case pursuant to NMAC 11.21.3.19(D). The Hearing Officer issued her report on January 8, 2026, and no request for Board review was filed by either party. Accordingly, the Board adopts the Hearing Officer's Recommended Decision and the decision is binding on the parties but does not constitute binding precedent.

DocuSigned by:

Nan Nash

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Date: 2/19/2026

Nan Nash, Board Chair

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HEARING EXAMINER'S REPORT AND RECOMMENDED DECISION

PROCEDURAL HISTORY

This matter comes before the undersigned Hearing Examiner pursuant to a Prohibited Practice Complaint (PPC) filed by the United Health Professionals of New Mexico, AFT, AFL-CIO (Union or Complainant) against the University of New Mexico Hospital, Sandoval Regional Medical Center (the Hospital, SRMC or Respondent) on September 23, 2024, and amended on October 1, 2024.

The Union alleges the Hospital violated Sections 5(A)¹ and 19(B)² of the PEBA by acts or omissions occurring in and between August and September 2024, during the Union's organizing campaign and contract negotiations, which the Union alleges amounted to support of a decertification campaign against the Union, and interference with the rights and/or disparate treatment of pro-Union bargaining team members and/or supporters.

¹ *Id.*, Section 5(A) (giving public employees the right to "form, join or assist a labor organization for the purpose of collective bargaining through representatives chosen by public employees without interference, restraint or coercion").

² *Id.*, Section 19(B) (making it a prohibited practice for a public employer to "interfere with, restrain or coerce a public employee in the exercise of a right guaranteed pursuant to the Public Employee Bargaining Act or use public funds to influence the decision of its employees or the employees of its subcontractors regarding whether to support or oppose a labor organization that represents or seeks to represent those employees, or whether to become a member of any labor organization").

The University filed its Answer to the Amended PPC on October 22, 2024, generally denying the allegations and asserting common affirmative defenses and, on the same day, a Status and Scheduling Conference was held, and a Mertis Scheduling Notice issued. Thereafter, the scheduling order was amended on November 20, 2024. Pursuant to the amended scheduling order as amended, the merits hearing was set for January 29, 2025, before which the Hospital filed a Motion to Dismiss on November 22, 2024, which was fully briefed by the Parties and denied by then-Director Thomas Griego by letter decision dated December 4, 2024. Thereafter, pursuant to scheduling order, the Parties exchanged witness and exhibit lists and exhibits on January 10, 2025, and submitted a Stipulated Pre-Hearing Order on January 17, 2025.

The hearings on the merits were thereafter noticed for and/or conducted on January 29, February 19,³ and November 6,⁴ 2025. The pause in hearing settings was related to a several-month-long stay, during the pendency of the appeal(s) of the PELRB's certification of the bargaining unit without PRN nurses. The hearings were notable for the fact that several witnesses listed by both Parties failed or refused to appear to provide testimony on January 29, 2025 pursuant to PELRB subpoenas, or thereafter. After the merits hearing resumed and closed on November 6, 2025, the Parties timely submitted their written post-hearing briefs on December 10, 2025.

This Report is timely issued upon an extension of time under PELRB Rules. *See* NMAC 1.21.1.31. The undersigned Hearing Examiner bases the following findings, analysis, conclusions, and recommended disposition upon the entire record of relevant and reliable evidence, including observation of the witnesses and their demeanor on the witness stand, and post-hearing briefs and legal citations therein, even if not specifically referenced herein.

Based upon the preponderance of the record, the undersigned finds and concludes that the Hospital was not shown by a preponderance of the evidence to have violated either Section 5(A)

³ Noticed by a Merits Scheduling Notice dated 2/7/25. However, the hearing did not proceed because three (3) subpoenaed Witnesses – who were all requested by both Parties – failed to appear: Duana Webster, Lisa Gonzales, and Allison Borowiak (a.k.a. Allison Montanez). Thereafter, the matter was stayed for further hearing until November, while the Parties decided how to handle the unavailability of witnesses; and also sought mediation through the Federal Mediation and Conciliation Services (FMCS), at about the same time that agency was rendered temporarily defunct by federal Executive Order dated 3/14/15. (That EO has since been permanently enjoined. *See State of Rhode Island, et al v. Donald J. Trump*, Case 1:25-cv-00128-JJM-LDA (USDC RI, Permanent Injunction dated 11/21/24.)

⁴ Noticed by a Merits Scheduling Notice dated 7/16/25.

or Section 19(B) of PEBA. According, the undersigned recommends that the PPC be DISMISSED.

APPEARANCES AND RECORD

For the Union

Grace Rhodehouse Barberena, Esq.	Youtz & Valdez, PC
Shane Youtz, Esq.	Youtz & Valdez, PC
William “Gino” Satriana	AFT Organizer and Witness (by Zoom)
Grace Gutierrez	SRMC Medical Assistant and Witness
Samantha Hines	ER Nurse, formerly with SRMC, and Witness
Adrienne Enghouse	RN, Formerly with SRMC, AFT Organizer, and Witness

For the Hospital:

Kevin Gick, Esq.	UNM Office of University Counsel
Wilson Wilson	SRMC Employee Relations Director and Witness
Katrina MacDonnell	SRMC Director of Rehabilitation Services and Witness

In addition to the sworn testimony of the foregoing six (6) witnesses, the Parties jointly submitted six (6) exhibits⁵; the Union submitted ten exhibits, three of which were stipulated to and two of which were received over objection⁶; and the Hospital submitted one exhibit without objection.⁷

FINDINGS OF FACT

The following facts are found by a preponderance of the evidence:⁸

1. The United Health Professionals of New Mexico, AFT, AFL-CIO is a “labor organization” as that term is defined in Section 4(K) of PEBA (NMSA 1978, § 10-7E-4(K) (2020)).

⁵ Jt. Ex. 1, UNMH IT Security – Acceptable Use Policy; Jt. Ex. 2, UNMH IT Email Policy; Jt. Ex. 3, Email from G. Satriano to W. Wilson regarding Union discussions during work hours, dated 10/16-17/2024; Jt. Ex. 4, September 27, 2024 Petition for Decertification; Jt. Ex. 5, letter from PELRB dated 10/3/24 dismissing Petition for Decertification without prejudice for inadequate service and a prior Hearing Examiner Order tolling the decertification window until February 2025, after bargaining; and Jt. Ex. 6, 45-PELRB-2024, Board affirmance of dismissal, dated 11/19/24.

⁶ Un. Ex. A, Photos of decertification flyers; Un. Ex. B, G. Gutierrez statement of 9/19/24 observations; Un. Ex. C, Press release flyers dated 2/2/24 – 9/17/24; Un. Ex. D, Bargaining updates issued by email by UHPNM; Un. Ex. E, flyers and ads issued by UHPNM; Un. Ex. F, Screenshots of Tiger Texts expressing sentiments regarding the Union; Un. Ex. G/Jt. Ex. 1; Un. Ex. H/Jt. Ex. 2; Un. Ex. I/Jt. Ex. 3; and Un. Ex. J, Screenshots of Tiger Text (some duplication to Un. Ex. F).

⁷ Email from K. MacDonnell to multiple recipient staff, dated 8/12/24, concerning a 3% raise that would be denied to Union members because the Union did not engage in negotiations about the raise.

⁸ See Relevant Legal Standards, *infra*.

2. The Hospital, UNMH-SRMC is a “public employer” as that term is defined in Section 4(R) of PEBA (NMSA 1978, § 10-7E-4(R) (2020)).
3. The PELRB has subject matter jurisdiction over this dispute, and personal jurisdiction over the Parties. (Stipulated Pre-Hearing Order; *see also* Letter Decision denying Motion to Dismiss for lack of jurisdiction and failure to state a claim, dated 12/4/24.)
4. The Union has been certified by the PELRB as the exclusive bargaining representative of a bargaining unit of public employees of Respondent UNMH-SRMC, under PELRB Case No. 304-22. It was initially certified on February 15, 2023 with PRN or “as needed nurses” in 8-PELRB-23, which was reversed and remanded in D-202-CV-2023-02118 (J. Lopez, 8/14/23). It was then certified again on remand on November 20, 2023 with PRN or “as needed nurses” in 59-PELRB-23, which was also reversed. *See* D-202-CV-203-09660 (J. Franchini, 11/4/24). Then, after the filing of the instant PPC and without further appeal, the Union was certified again without PRNs on January 17, 2025. *See* 1-PELRB-25, dated 1/17/25 (adopting the Hearing Examiner’s certification dated 11/19/24 and concluding that the unit certified without PRNs, consistent with the Order of D-202-CV-203-09660 (J. Nancy Franchini, 11/4/24), was appropriate).
5. The Parties also entered into a collective bargaining agreement, effective January 2025. (Oral Stipulation, 1/28/25.)
6. The certification campaign between the Parties was a long and difficult one, as reflected in PELRB complaints and petitions filed between these two Parties, of which the undersigned takes administrative notice.⁹ It is evident from the witnesses’ demeanors and oral testimony that the long and bruising organizing campaign has deeply affected the participants and colored their recollections and perceptions to some extent. (*See, e.g.*, Enghouse and Hines testimony (emotional).)
7. After the November 2023 certification, the Union started its political campaign regarding contract negotiations in or about February 2024. That was when contract negotiations

⁹ *See* PELRB 306-21, the Union’s first Petition for Representation; the PELRB’s 2024 Annual Report at 21, notes 33-34, listing the ten (10) PPCs filed in 2023 and the eight (8) PPCs filed in 2024 between the Parties (located at [2024-annual-report-with-cover.pdf](#)); and the other two (2) PPCs filed in 2025, PELRB Case Nos. 117-25, 119-25.

officially opened, with meeting dates on February 1 and 2, 2024.¹⁰ At the time, the Union only had access to workers in the cafeteria. In May and June, 2024 there were no meetings, and the Director of Employment and Labor Relations (Wilson Wilson¹¹) says the Hospital was reaching out during this time to see if the Union would “come back to the table.” In or about June 2024, the Union intensified its social media campaign, and it began its print campaign in or about August 2024. These campaigns were critical of the Respondent and its treatment of employees and patient healing conditions, and the Union witnesses believe the Hospital’s actions during the August and September 2024 period were motivated by and in direct response to the Union’s social media and print campaigns. However, the Hospital’s Employee Relations Director, Wilson Wilson, denies knowledge or awareness of the campaign(s). (Un. Exs. B, C, E; Satriana, Hines, Enghouse, and Wilson testim.)

8. During this time period, relations were tense between Hospital employees who desired to be represented by UHPNM and those who did not. As detailed more below, there were several confrontations, incidents, and/or issues arising during the 2024 organizing drive, including a Petition to Decertify UHPNM, which was denied as premature; and advocacy for the decertification petition during duty time, and through the Hospital’s internal Staff messaging system, Tiger Texts. (Un. Ex. A, Photos of decertification flyers; Un. Ex. B, Witness statement of 9/19/24 incident; Un. Exs. F and J, Screenshots of Tiger Texts reflecting anti-union sentiment from bargaining unit members; Case No. 321-24 (Decert. Pet. Denied 10/3/24, decision *aff’d* in 45-PELRB-2024.)
9. In April of 2023, AFT Organizer and SRMC RN Adrienne Enghouse¹² was terminated as an RN from SRMC. This unnerved bargaining team members because she was the Lead Union contact and negotiator. (Hines testim.) However, Ms. Enghouse continued to organize bargaining unit members at the Hospital as an AFT Organizer until about May of

¹⁰ The Union sought to begin contract negotiations in the Fall of 2023, but the Hospital at first declined to engage in bargaining, waiting to see if the Board would certify the unit and Union without PRNs, given the first District Court ruling. (Enghouse testim.; *see also* Finding 4, *supra*.)

¹¹ Mr. Wilson had been with UNMH since August 2015, and left it for SRMC in December of 2022, before the merger/acquisition. (He also previously worked as a Staff Representative for the Albuquerque AFT, years prior.)

¹² Ms. Enghouse has spent the past 17 years as a Nurse and Union member, 4.5 to 5 years of which she spent as an AFT Organizer, working with Mr. Satriana. (Enghouse testim.)

2023, when she was banned from the SRMC facilities, action that was ultimately sustained by the PELRB. (Enghouse testim.; PELRB Case No. 121-23, Hearing Examiner Report (7/18/24), *aff'd* 37-PELRB-24 (9/10/24).)¹³

10. At some point in or about this period¹⁴, Organizer William “Gino” Satriana¹⁵ was communicating with bargaining unit employees and taking their questions in the cafeteria when he was approached by bargaining unit member RN Allison Borowiak (a.k.a. Allison Montanez) and another person, who “hammered” him and demanded their Union cards back. In response, Mr. Satriana took their names to refer them to the person who could assist them. (Satriana testim.) There is no evidence suggesting that these employees’ actions/sentiments were coerced or influenced by management.
11. Four out of eight of the Union’s announced bargaining team work in the Emergency Department (“ED”) or at the “Center of Excellence” (COE), which houses multiple outpatient rehabilitation clinics. The Union and their Witnesses point to statements and/or actions by management in those two departments that it alleges show anti-Union animus.
12. The ED is headed by Director Adam, Crosby – he and the Assistant Director, Angelina or Angela Nuanes, were credibly described by Witnesses as having and expressing anti-Union animus. Also, during this general time frame, multiple bargaining team members or Union supporters who worked in COE and the ED are alleged by themselves and/or the Union Organizers (Enghouse and Satriana) to have faced disparate treatment and/or retaliatory discipline, counseling, or threats thereof. These employees are Samantha Hines and Jennifer Heckwine in the ED, and Regina McGinnis in COE, two of whom testified in this case. All filed one or more PPCs challenging management’s actions towards them and

¹³ As found by the Hearing Examiner in Case 121-23, “[t]he reason given by Management’s witnesses for barring Adrienne Enghouse from the UNM Sandoval Regional Medical Center was her past ‘unlawful incursions into its secured patient care areas – which access she gained through coercive means’ and her ‘unauthorized disclosure of confidential patient health information in violation of the Health Insurance Portability and Accountability Act of 1996 (‘HIPAA’).” *Id.* at ¶11. Additionally, Ms. Enghouse was previously found (as part of judicial TRO proceedings” brought against her by then-SRMC President Silva-Steele) to have engaged in willful criminal trespass of Ms. Silva-Steele’s residence and intentional harassment of her, in an attempt to intimidate Ms. Silva-Steele. *Id.* at ¶ 12.

¹⁴ Ms. Enghouse, who was no longer on-site at the time, testified this incident occurred in the summer of 2024; Mr. Satriana could only say that it occurred between February 2024 and the summer 2024.

¹⁵ Mr. Satriana is an AFT Organizer and an employee of the Rio Rancho public schools.

those PPCs were either dismissed or withdrawn. Those cases are discussed in more detail below. (PPC; Un. Witnesses, generally; PELRB files.)

13. The Center of Excellence or COE is headed or supervised by Director of Rehabilitation Services Katrina MacDonnell. On August 12, 2024, following the Union's social media and print campaigns in May and June, Ms. MacDonnell emailed a group of approximately 16 COE employees under her direction. There, she stated that UNM SRMC would not be providing employees in the Union's bargaining unit a 3% raise because of the prior PPC the Union filed against it when UNM SRMC unilaterally provided a raise without bargaining. Ms. MacDonnell also provided the recipients the contact information of the PELRB in response to alleged requests "to get AFT out as union representation". Ms. MacDonnell testified credibly that she had simply copied and pasted information previously provided by Jancie Silva-Steele, then-President of SRMC, because three or four bargaining unit employees had asked Ms. MacDonnell about their raises. Additionally, Ms. MacDonnell's description of the email (and the Staff huddle referencing the same subject) as Union-neutral is unrebutted. Ms. MacDonnell also credibly denies being aware of the Union's social media campaign or flyers. (Hosp. Ex. 1, 8/12/24 email; and MacDonnell testim.)
14. Sometime in September 2024, the Parties returned to the bargaining table. The Hospital was the one primarily trying to entice the Union back to the table, but not with the enticement the Union wanted. Hospital efforts included reaching out to their legal counsel (Mr. Youtz), who did not respond. (Wilson testim.) This is notable for occurring during the same period of time in which the Union and its representatives (including Counsel) were issuing a lot of internal and external PR releases about the Union's bargaining efforts, and management "refusing to meet with" the Union. (Un. Exs. C and D.) However, the Hospital's return to the table was predicated on the exclusion of PRN nurses, an issue that was on remand from appeal. *See, e.g., United Health Professionals of New Mexico, AFT, AFL-CIO v. University of New Mexico Sandoval Regional Medical Center*, D-202-CV-2023-02118 (J. Lopez, 8/14/23) (reversing 26-PELRB-2022, 8-PELRB-2023 and 9-PELRB-2023, and remanding to explain inclusion of PRNs).
15. Also in September 2024, Mr. Satriana and other Union representatives discovered flyers in the ED break room urging employees to decertify the Union. (Un. Ex. A.) The Union and

its representatives complain that their own pro-Union flyers were pulled down, although they do not know by whom. (Satriana and Hines testim.) They believe the anti-Union flyers were posted, and/or pro-Union flyers were removed, by or with the encouragement of members of management (presumably Adam Crosby). However, there was no credible or reliable evidence offered in support of that claim, just speculation. No one observed the flyers being hung or removed. Mr. Satriana claimed that he “knew for a fact” that Duana Webster, hung the anti-Union or decertification flyers because she had the same flyer on her own locker; but she is not a member of management. Additionally, he based his knowledge on the hearsay assertion that “two other individuals” observed her hang them and relayed the information to him; and he later referred to “whoever they were” that pulled the flyers down. (Satriana and Wilson testim.; Un. Ex. A, flyers.)

16. Also in September 2024, “Edwina” or Duana Webster told the security guard “I want him [Satriana] out of here” and the guards escorted Mr. Satriana out of the cafeteria. This was done in violation of ground rules already entered into between the Hospital and the Union, in which the Hospital permitted organizers to speak to potential bargaining unit members in the cafeteria. (Satriana testim.) However, Webster was not a member of management and there is also no evidence that “Edwina” was a member of management.
17. As to ground rules, the Union organizers viewed them and their development process as a source of unnecessary delay or obstruction. For instance, it had taken up to two months to negotiate procedures for Union representatives to communicate with employees, get an escort, etc., and it was not a seamless process once the ground rules were implemented. For example, access to the breakroom was delayed until ordered by the PELRB in Case 121-23. (*Id.*, Hearing Examiner Report dated 6/24/24.)¹⁶; and there was another time when Mr. Satriana had a 10-minute delay in getting an escort to the Fourth and Fifth Floors or ICU, to hang up pro-Union flyers. (Satriana testim.) The need for and presence of an escort also had a chilling effect on organizing. (Hines and Enghouse testim.)
18. On or about September 17, 2024, the Union sponsored a public forum. The flyer for that forum was critical of the Hospital, noting: “UNM SRMC’s ER wait times are nearly twice the national average, with 6 percent of patients leaving without seeing a doctor, and only

¹⁶ Mr Satriana testified it was delayed until sometime between August and October, which appears to conflict with the record and therefore be another indicia of his overall poor recall as a witness.

40 percent of the hospital's patients receive the appropriate care for sepsis, a life-threatening infection.” (Un. Ex. C, Union News Release at 9/17/24.)

19. Days after that, an ED Nurse who was actively involved in promoting and lobbying for the Union (Samantha Hines¹⁷) was counseled and allegedly threatened with a three-day suspension for receiving a “Blue Cite” from the Pharmacist, related to the tracking of medicine. She believes that co-workers who were not pro-Union had made similar errors without similar consequences; and that the threat against her was in response to her being involved in the forum. It was also suspicious to her that her supervisors threatened her with discipline but then said they were not going to impose it because her “attitude was so good lately.” (Hines testim.; PELRB Case 125-24.)
20. As found above, other SRMC employees supportive of the Union have also allegedly faced or suffered discriminatory discipline or treatment during the organizing process, and some or many of the allegations touched upon herein have also been the subject of individual PPCs. (Satriana testim.) Many of the PPCs between the Parties have gone against the Union or have been voluntarily withdrawn, including cases the Union Witnesses rely on to support their averments in the instant matter, concerning disparate or retaliatory . Related PPCs include the following: Case 111-23, regarding Ms. McGinnis and denying the PPC challenging her discipline (*aff'd* in 37-PELRB-24, /10/24); Case 121-23, regarding Ms. Enghouse, determining that it was not a violation of PEBA to ban Ms. Enghouse from the facilities, although it was a violation to restrict other Union organizers to the cafeteria; Case 117-23, regarding allegations of bad faith bargaining/unilateral change of work terms and conditions, “dismissed as being without merit”; Cases 125-24 regarding Ms. Hines, previously set for hearing in March 2025 and later voluntarily withdrawn and dismissed; and Cases 127-24 and 130-24, regarding Ms. Heckwine, both also voluntarily withdrawn and dismissed.
21. On or about September 19, 2024, RN Allison Borowiak and CPT Lisa Gonzales from the Fourth Floor interrupted patient care during clinical operations on Second Floor

¹⁷ RN Hines has worked at Pres Rust since October 2024; before that she worked for the Respondent for three and a half years. The Hospital suggested on cross-examination that she was terminated but she maintained that she resigned. The discipline challenged in Case No. 125-24, which was settled and/or withdrawn, involved allegations of HIPAA violation on Ms. Hines' part. (Hines testim.)

Surgical/Pre-Anesthesia Clinic, in order to advocate for decertification or “firing” UHPNM as their Union, and “going with 1199”, another area nurses’ union. This area is a very busy, open area, and it services a number of nearby clinics, such as Bariatric and General Surgery. The two Fourth Floor nurses were there for about 30 minutes talking to various staff, including “Victor, Helena, Shannon and Megan”, who appeared to be listening to and distracted by the anti-Union speech. At some point, this was observable for at least three to four minutes by the Executive Director of the Ambulatory Clinic, Jennifer Torbaghan, who came into the area briefly and was only four or five feet away from a Second Floor employee (Ms. Gutierrez¹⁸), who did observe and was upset by the incident. (Gutierrez testim.; *see also* Un. Ex. B, Gutierrez Statement dated 9/26/24.)

22. Ms. Gutierrez was so incensed by the inappropriateness that she submitted a complaint by email to her direct supervisor (Courtney Escalera) and to Ms. Torbaghan, despite some fear or concern of facing some kind of retribution, omitting reference to Ms. Torbaghan’s presence. (Un. Ex. B.) Ms. Gutierrez’ supervisor apologized to her profusely and said she would speak to management, and Ms. Torbaghan also said she would send the complaint to management. (Gutierrez testim.) Although Ms. Gutierrez was never interviewed about the matter (*id.*), Director Wilson testified that both Ms. Borowiak and Ms. Gonzales received non- or pre-disciplinary oral counseling from their supervisor, Liz Stauss. (Mr. Wilson testified that he learned of this incident from Ms. Torbaghan, who “talked to him about it” and “said she observed something but did not know what” it was at the time.) (Wilson testim.)

23. On September 25, 2024, Allison Borowiak filed the Decertification Petition. The decertification campaign was, not surprisingly, contentious. Pro-Union witnesses described it as involving “misinformation”, and they say it created “division”, and “drove a wedge between staff members”, although it would ultimately be dismissed on October 3, 2024. (Satriana and Hines testim.; *see also* Case 321-24, Petition and Dismissal; Un. Ex. A, Decertification Flyer, and Un. Ex. F, Tiger Texts.)¹⁹

¹⁸ Ms. Gonzales is a five-year employee Medical Assistant in Surgery Services/Pre-Anesthesia.

¹⁹ The one observable piece of misinformation noted by the undersigned was that the decertification flyer referenced the National Labor Relations Board (NLRB), rather than the New Mexico PELRB. It appears to accurately describe the certification and contract bars, and other rights however.

24. Management, as represented by Employment Relations Director Wilson (a member of the Hospital’s executive leadership), was aware of the Decertification Petition because “people talk”. However, Mr. Wilson denies management involvement in the Decertification Petition. He credibly maintains that the Hospital attempted to take a hands-off and even-handed approach in a “tricky” situation with a lot of “hot” feelings among bargaining unit employees for and against the Union, but that it has been difficult to manage disruptive Union-talk, whether pro- or con-. From the timeline and testimony, it appears that management initially sought to allow non-disruptive speech equally, but that became more difficult as the situation became more tense and acrimonious among the bargaining unit employees. At some point, Mr. Wilson instructed managers and supervisors that employees should be told to “get back to work” in either case, whether pro- or anti-Union; and that Union-related discussions cannot be held at the nurses’ stations or during work hours. Union Counsel Shane Youtz, Esq., however, complained to Mr. Wilson when the employees were not allowed to talk about the Union while on duty at all. Mr. Youtz opined to Mr. Wilson words to the effect that “if you can talk about the weekend football game at work, you can also talk about the Union at work.” In response, the Hospital essentially returned to the policy of even-handed non-interference, so long as the Union-related statements did not interfere with patient care. For example, employees were able to speak freely about the Union in positive, negative or neutral terms Tiger Texts, which is used widely and throughout the day by bargaining unit employees.²⁰ Additionally, Ms. Borowiak was counseled for promoting her Decertification Petition in September 2024 during work hours. (Wilson testim.; *see also* Un. Exs. F and J, Tiger Texts, and Satriana and Hines testim.)

25. On October 10, 2024, the Decertification Petition was dismissed by the hearing examiner, and the Board affirmed that dismissal on November 19, 2024. (Jt. Ex. 5, Letter Decision in PELRB No. 321-24, dated 10/3/24, dismissing Petition for Decertification without prejudice for inadequate service and a prior Hearing Examiner Order tolling the

²⁰ Some Tiger Text participants expressed that it was inappropriate to use for Union-related talk, saying it is expected to be used only for work or patient-care related communications. Nonetheless, users frequently stray from patient care and work-related topics; Witnesses do not believe it is used by management; no members of management or supervision are listed in Un. Exs. F or J complaining about the Union; and no one has been disciplined for their Union-related Tiger Texts, whether pro- or con-.

decertification window until February 2025, after bargaining; and Jt. Ex. 6, 45-PELRB-2024, Board affirmance of dismissal, dated 11/19/24.)

26. By October 11 or 12, 2024, the Union members ratified the CBA (Satriana testim), although finalization would take several more months, when it was fully executed on January 2, 2025. (Union Stipulation.) Mr. Satriana testified that although relations were “awful” right before contract ratification, they are “better now.” (Gutierrez testim.)
27. On October 16, 2024, Mr. Satriana and Mr. Wilson, observed RN Borowiak the Fourth Floor²¹ at the Fifth Floor nurses’ station, talking negatively about the Union and explaining to co-workers how to “get out of the Union”. Satriana asked Wilson “if that was okay”, and Wilson responded that it was because they are all bargaining unit members and bargaining unit members can answer questions of other bargaining unit members. (Satriana and Wilson testim.; Un. Ex. I, Email from Satriana to Wilson about the incident, dated 10/16/25)²²
28. Ms. Hines concedes she was initially allowed to speak positively about the Union, and she believes it is her “right as a Union member” to do so. However, her co-workers such as “Duana [Webster], Haggie, and Roger” became alienated as the organizing campaign related to bargaining progressed. Moreover, even co-workers in different bargaining units became alienated, such as the security guards. One anti-Union-minded co-worker, Duana Webster, told her “I love you but I hate your f*cking Union”, which hurt Ms. Hines’ feelings because she knew the good work the Union was doing, and initially Duana Webster and others seemed interested in the Union and more Union-friendly. Nonetheless, Ms. Hines emphasized that management’s attitude toward the Union and its sympathizers became more negative as the Parties approached bargaining. She believes management did not think the Union would succeed in certification, and was also surprised by their success in obtaining bargaining concessions in the summer of 20024. She also places the change of attitude as occurring after the merger and/or acquisition between SRMC and

²¹ Floors on which unknown staff work are identifiable by the color of that staff’s scrubs or uniform. (Gutierrez testim.)

²² Mr. Satriano testified that this occurred in September but his email evidences otherwise. (Un. Ex. I, dated 10/16/24 and referencing “an incident that occurred today”.) Mr. Wilson did not have specific recall of the incident although he recalled that Mr. Satriana was upset, and Mr. Satriana’s recollection is credible to him since he has heard and repeated those words before, as found herein.

UNMH, effective January 2024, when there was a change in ED management from “Drew” to “Adam [Crosby] and Angela [Nuanes]”. As noted, however, she withdrew her own PPC concerning alleged threats or interference/disparate treatment. (Hines testim.; and PELRB Case No. 125-24.)

29. Like Ms. Hines, Ms. Enghouse emphasized the early promise, excitement, and attraction of the Union. She notes that all the SRMC employees went through COVID together, which was tragic for healthcare workers, and she and other nurses at SRMC saw UHPNM as a way to improve worker rights, patient care, staffing, safety, etc. At the beginning, the Union had a high rate of card signatures, but it was a very long campaign, litigated and dramatic; and “the number of PPCs was tiring”. In her opinion, the “process and management wore people down”. She testified to “bad feelings” among management and co-workers, and she associates the escalation of management’s bad feelings with the 2023 Board Certification and commencement of negotiation preparations. She points specifically to “lots of misinformation” being put out at that time by Angelina Nuanes and Adam Crosby (members of management in the ED) and Duana Webster (a bargaining unit employee), such as that Ms. Enghouse was “crazy and lying”. She, as well as Ms. Hines and Mr. Satriana, highlights Adam Crosby for having allegedly issued four or five disciplinary actions or threats against Union supporters, or having “scolded them”, for “petty” mistakes or non-disruptive Union talk when others were allowed to engage anti-Union statements, and Organizer Gino Satriana echoes that vague testimony, but there was no other proof of discriminatory discipline or counseling since all the PPCs have been dismissed or withdrawn. Ms. Enghouse also emphasized that management representatives denied her access to workers until Mr. Wilson would be available to escort her and/or required her to have a Security guard follow her, which was embarrassing and chilling. Also demoralizing and discouraging was the Decertification Petition. The result was that many folks who signed Union cards four years ago were now mad at the Union and Ms. Enghouse, based on the negative speech from “Duana [Webster], Management or Angelina [Nuanes].” (Enghouse testim.; *see also* Hines and Satriana testim.) (As noted previously, Ms. Webster was not a member of management and neither Ms. Nuanes nor Mr. Crosby were called to testify.)

RELEVANT LEGAL STANDARDS

The burden is on the Complainant to establish by a preponderance of the evidence that the County's acts or omissions violated the cited sections of PEBA. *See* NMAC 11.21.1.22(B) (that “[i]n a prohibited practices proceeding, the complaining party has the burden of proof and the burden of going forward with the evidence”); *Foster v. Bd. of Dentistry*, 1986-NMSC-009 at ¶10 (that the standard of proof applied in administrative proceedings is a preponderance of the evidence). “To prove by the greater weight of the evidence means to establish that something is more likely true than not true [or] what is sought to be proved is more probably true than not true”. *See AFSCME Local 2499 v. Bernalillo County*, PELRB No. 106-25, Hearing Officer's Report and Recommended Decision dated 9/22/25), citing *Campbell v. Campbell*, 1957-NMSC-001 at ¶24 (that preponderance of the evidence simply means the greater weight of the evidence) and NMRA 13-304 (uniform jury instruction).

In this case, the Union must prove by a preponderance of reliable evidence that the Hospital violated Section 5(A) of the Act (interference with a public employee's “right to form, join or assist a labor organization for the purpose of collective bargaining through representatives chosen by the public employees without interference, restraint or coercion”) and/or Section 19(B) (to “interfere with, restrain or coerce a public employee in the exercise of a right guaranteed pursuant to the...[PEBA]...”) ²³

PARTIES ARGUMENTS AND POSITIONS

The Union

The Union argues that the PPC was brought to address the Hospital's “ongoing anti-union animus” as evidenced by the posting of anti-Union flyers to in support of a decertification petition. (Un. Brief at 1.)

In its view and the view of its witnesses, pro-Union bargaining unit members were disciplined, corrected and/or threatened for non-disruptive pro-Union speech, while anti-Union

²³ This subsection also prohibits “use of public funds to influence the decision of its employees...regarding whether to support or oppose a labor organization that represents or seeks to represent those employees, or whether to become a member of any labor organization”, but the Union's Post Hearing Brief does not make any argument or point to any evidence in that regard, so any such claim is hereby deemed waived if intended.

bargaining unit members and some members of management or supervision were allowed to make or tolerated anti-Union speech, including that for decertification of the UHCPNM. The Union argues that it is the Hospital's "turning a blind eye...to the anti-union animus that is obvious disparate treatment and interference with the administration of the Union, which violates PEBA." (*Id.* at 3.) It adds that "[t]he Hospital has clearly targeted the Union by restricting access and disciplining pro-union employees and has allowed the anti-union animus among employees to go unchecked." Moreover, the Union asserts, witness testimony established that this conduct or inaction by the Hospital negatively impacted "the moral and function of the Union", in violation of PEBA.

The Union complains that "[n]o discipline was issued to the employees who orchestrated the decertification campaign" and that "the Hospital allowed a small group of employees to run a decertification campaign without interference; whereas many of the pro-union employees have had numerous coaching, disciplines ad threats of discipline – often for the same or similar behavior that the employees who were organizing the decertification petition campaign engaged in. (*Id.* at 5.) It adds that "management was either involved in the decertification petition, or at least very clearly allowed these employees to disrupt patient care during work hours – something the Union was unequivocally not allowed to do", and that this amounted to "disparate treatment between pro- and anti-union employees." (*Id.*)

The remainder of the Union's Post Hearing Brief reiterate these basic themes of the toleration of anti-union animus and disparate treatment of pro-union activity or speech. It argues that

[a] key factor in this matter that supports the Hospitals anti-union animus is the fact that each of the Union's witnesses described retaliation, fear of retaliation, disparate treatment of pro-union employees, and outright interference with the Union's administration of its duties to its members.

(*Id.*) It points to "the barriers to access" imposed on Union organizers, and the September 19, 2024 incident observed by Ms. Gutierrez. (*Id.* at 6), It argues that "[p]ossibly the most noteworthy factor" of this incident "is the fact that management was in part present during this worktime disruption and chose to overlook the events unfolding." (*Id.* at 7.) The Union also points to Mr. Wilson's rather blasé response to the October 16, 2024 incident observed by him and Mr. Satriana which the latter found shocking and confusing but Mr. Wilson barely registered or remembered. It argues this incident was especially important because "according to Mr. Wilson's testimony,

Ms. Borowiak had allegedly already been spoken to by management about discussing union business during working hours”, as a result of the similar September incident. (*Id.* at 8.)

The Union argues that “[i]n contrast to this favorable treatment of employees who were engaged in anti-union animus, pro-union employees are treated much less favorably by management.” For instance, Ms. Hines “understands the reason for her employment separation with UNM SRM was due to retaliation targeting and harassment for being a union member.” (*Id.*)

“Lastly”, the Union emphasizes that each of its witnesses testified to a negative impact as a result of the disparate treatment of pro-Union employees. It asserts that this divided and poisoned the organizing efforts, although the Union itself and its supporters never interfered with work operations like RN Borowiak and CPT Gonzales did. (*Id.* at 9.) The Union concludes that

[t]his obvious disparate treatment by the Hospital with respect to pro- and anti-union employees is unquestionably a violation of PEBA and has had a clear impact on the Union’s ability to adequately represent its members as well as impacting members’ relationship with the Union.

(*Id.* at 10.)²⁴

The Hospital

The Hospital begins by framing “[t]he question presented at the hearing” as “whether Respondents violated Sections 5(A) and 19(B) of the... [PEBA] in relation to an effort led by bargaining unit employees to decertify the Union as the exclusive bargaining representative....” (Hosp. Brief at 2.)

It argues, first, that the Union failed to present any evidence that the Respondent engaged in any act in violation of either section 5(A) or 19(B) of the Act at all, much less in relation to” the decertification efforts. Instead, it argues, “all the evidence admitted...regarding decertification effort shows that the bargaining unit members acted without any aid, assistance, or the knowledge of management in...” (*Id.* at 2-3, 7-8.) It argues that the Union also presented no evidence that the Hospital “permitted” or allowed Ms. Borowiak to interrupt patient care, assuming she did so;

²⁴ The Union did not reassert, in its Post Hearing Brief, its suggestion at trial that Ms. MacDonnell’s August 12, 2024 email’s timing also offered circumstantial evidence of anti-union animus on the part of actual members of management. Had they done so, the undersigned would have discounted Ms. MacDonnell’s email and its circumstances as largely innocuous, for the reasons given in the Hospital’s Post hearing Brief, even if members of the Emergency Dept. that were in the Union may have found it unnerving due to the timing. *Id.* at 4-7.

or that management was involved in the pro- or anti-Union Tiger Texts. Management took steps to correct the patient interruption by counseling Ms. Borowiak and Ms. Gonzales, and no member of management was on the Tiger Text thread put into the record. (*Id.* at 9, 11, 18.) “At most, Complainant solicited testimony that Respondent did not take more serious disciplinary action against Ms. Borowiak, Ms. Webster, and Ms. Gonzales for engaging in their decertification.” (*Id.* at 9, 15.)

Second, the Hospital argues that

Complainant wholly fails to meet its burden of proof under Section 5(A) and 19(B) of the Act because it wholly fails to present any evidence that Respondents took any action whatsoever that could be construed as interfering with or restraining any individual public employee’s rights under the Act or engaging in coercion.

(*Id.* at 3.)

It cites *UHPNM v UNM*, 37-PELRB-2024, Case No. 121-23, for its holding that Sections 5(A) and 19(B) guarantee only rights of public employees, “not rights of labor organizations.” (*Id.* at 14.) Here, however, the Hospital argues, the evidence shows “that Respondent did not interfere with employees engaging in discussions in support of or against the Union” or otherwise restrain or coerce any individual public employee in their exercise of PEBA rights. (*Id.* at 3-4, 7.) In fact, the Union even fails to introduce any evidence that any pro-Union bargaining unit employee was in fact disciplined.

Mr. Satriana denied at one point that Ms. Heckwine was disciplined, Ms. Hines denied that she was disciplined, and both of these employees’ separate PPCs were withdrawn without an evidentiary resolution. Additionally, Ms. McGinnis’ discipline was upheld by the PELRB in Case No. 111-23. (*Id.* at 11-12, 17-18.) The Hospital reiterates that “[a]t most, Complainant points to Respondent’s non-action with regard to bargaining unit members’ decertification efforts...” (*Id.* at 15-16.) However, the Hospital argues, taking action against the decertification effort “likely would also have” violated the PEBA because, “[t]o be clear, bargaining unit members are guaranteed the right to engage in decertification efforts under PEBA, NMSA 1978, § 10-7E-16(A).” (*Id.* at 16.)

Third and lastly, the Hospital argues that “at the time the Complaint was filed, Complainant was not in fact certified as the exclusive representative of a bargaining unit that could therefore be subject to a decertification effort”, and that “any certifications existing prior to January 2025 were nullified by the District Court and PELRB action.” (*Id.* at 3.) From this, the Hospital argues that

“[a]ccordingly, because Complainant was not certified as the exclusive representative until January 2025, the Board lacks jurisdiction over the Complainant, which was filed prior to January 2025 and not amended after the Complainant was in fact certified.” (*Id.* at 3-4; *see also Id.* at 19-25.)

ANALYSIS AND CONCLUSIONS

As a threshold matter, the undersigned addresses jurisdiction and the Hospital’s arguments that the PPC must be dismissed as a matter of law. (Hosp. Brief at 3-4, 15, 19-24.)

The undersigned notes first that the Hospital stipulated to jurisdiction in its Stipulated Pre-Hearing Order. *See* Stipulated Pre-Hearing Order. Additionally, the undersigned rejects the Hospital’s jurisdictional arguments, based upon the law of the case. *See* Letter Decision dated 12/4/24 (denying Motion to Dismiss for lack of jurisdiction; incorporated and adopted herein by reference).

Lastly, the undersigned specifically finds and concludes that the rights asserted by the Union in this case are the rights of pro-Union bargaining unit employees to engage in pro-Union speech without greater restriction than that imposed on anti-Union speech; and that such conduct is covered by Sections 5(A) and 19(B) irrespective of whether the labor organization the employees at issue seek certification or have already obtained certification of their desired labor organization as exclusive representation. *See* Section 5(A) (interfering with a public employee’s “right to form, join or assist a labor organization for the purpose of collective bargaining through representatives chosen by the public employees without interference, restraint or coercion”); and Section 19(B) (to “interfere with, restrain or coerce a public employee in the exercise of a right guaranteed pursuant to the...[PEBA]...”).

Nowhere does the language of either of these provisions suggest that their guarantee of rights to assist a Union of their choosing only applies after certification of that chosen representative. Although the definition of “collective bargaining” is limited to “the act of negotiating between a public employer and an exclusive representative” (Sec. 4(F)), that does not mean that the right to “assist a labor organization for the purpose of collective bargaining through representatives chosen by the public employees” does not attach until after the representative has been chosen and certified. Such an interpretation would be absurd and contrary to the express purposes of the PEBA, “to guarantee public employees the right to organize...” in the first place. *See* Sec. 10-7E-

2; see also *Chavez v. Bridgestone Americas Tire Operations, LLC*, 2022-NMSC-006, ¶ 40, 503 P.3d 332 (that “[w]e will ‘take care to avoid adoption of a construction that would render [a] statute’s application absurd or unreasonable or lead to injustice or contradiction’”) (quoted authority omitted) (alteration in original). Because the claims at issue do not depend on the assertion of Union rights as the Hospital suggests, that argument is rejected.

Turning to the merit, the undersigned begins by observing that the record is notable in multiple respects, most of which seriously impair the persuasiveness of the Union’s case, as the Party bearing the burden of proof.

First, Witnesses on both sides suffered in some way. For instance, Mr. Wilson was credible as to things within his personal knowledge, but notable for relying on hearsay testimony as to the actions of lower-level members of management or supervision. In contrast, the Union witnesses relied less on hearsay than Mr. Wilson, but they tended to testify more vaguely as to timelines and the roles or identities of people taking challenged action. The Union witnesses also tended to impute negative motives on speculative bases. The undersigned also takes notice that Ms. Enghouse in particular has been shown in this and other matters before this hearing examiner and the PELRB generally, to speak overbroadly and overconfidently in her version of the facts, and to be proven unreliable in the process.

Second, the Union’s presentment is the weakest of the two by far, because of its non-specific and conclusory nature. For instance, as the Hospital points out, the Union wholly fails to offer any objective or first-person evidence even that discipline or coaching occurred, much less that it was done for retaliatory or discriminatory motives or interfered with individual public employees’ rights. The Union cannot rely on the existence of PPCs previously filed and dismissed or withdrawn to establish the elements of this case.

Third, the Union’s argument – perhaps due to the weakness of the actual evidence – seems to begin from the patently false presumptions that having anti-union animus is prohibited, and that a public employer is required to interfere with anti-union bargaining unit members’ expression of opinion or support of a decertification petition.

Notably, there is no evidence that the Hospital was involved in any way in the decertification. Equally notable is that the Union’s disparate treatment claim is not supported by even a *prima facie* case. The genuine and strongly held opinions and beliefs of Mr. Satriana, Ms. Enghouse, Ms. Hines and Ms. Gutierrez are not enough to establish that disparate treatment in fact

occurred; or that the Hospital was involved in or particularly aware of much of the events at issue here.

Additionally, the weight of the evidence is that although the Hospital would have preferred that none of the employees speak about the Union or its organizing or negotiating campaigns at all while on duty, it also attempted to correct both sides when alerted to an issue, while also abiding by Mr. Youtz insistence that employees had to be allowed to express opinions about the Union if they were also allowed to talk about “football” or other subjects. While the Hospital’s and Mr. Wilson’s responses were not always perfect or swift, the weight of the evidence is that Hospital management, overall, did the best it could.

At the same time, the Union presents no real evidence, beyond hearsay and speculation, and some occasional temporal relativity, that disparate treatment in fact occurred, much less that it violated Sections 5(A) or 19(B) under the facts and circumstances. Instead, the Union’s case hinges upon an inference that, because some members of management had anti-Union animus – which was heartily shared by many bargaining unit members – and because many PPCs were filed, then ergo the Hospital must have supported or encouraged the decertification campaign and/or treated bargaining team members and/or pro-Union employees differently from anti-Union employees or employees seeking the Union’s decertification.

The problem with this argument is that anti-union animus itself is not prohibited, and there is no proof in the record of a nexus between any anti-Union animus shown and the Hospital’s actions that are challenged in the instant PPC.

The primary relevance of animus is just to make a prima facie showing, which shifts the burden to rebut that prima facie case, in “dual motive” cases under *Wright Line*. See *CWA v. Dept. of Health*, PELRB Case No. 108-08, Hearing Examiner’s Report (July 15, 2008) (adopting and applying *Wright Line*); *Wright Line*, 251 NLRB 1083, 1089 (1980) (establishing a two-part burden shifting test, in which the prima facie case involves showing, among other things, anti-union animus); and *Carpenters Health & Welfare Fund*, 327 NLRB 262, 265 (1998) (that the relevance of animus under *Wright Line* is to show a nexus or connection between the action complained of and the allegedly impermissible considerations); and *Tschiggfrie Properties, Ltd. and Teamsters Local 120-IBT*, 368 NLRB No. 120 (2019) (clarifying that there must be some evidence demonstrating that anti-union animus was a motivating factor in the adverse action at issue before the burden shifts). At all times, however, the ultimate burden of proof remains on the Complainant.

See CWA v. Dept. of Health, PELRB Case No. 108-08, Hearing Examiner's Report (July 15, 2008). Here, the Union has failed to meet that burden.

RECOMMENDED DECISION

Based upon the foregoing findings, legal standards, analysis and conclusions, the Hearing Examiner recommends that the PPC be DISMISSED.

This is a final disposition, and an aggrieved Party may obtain Board Review of this Recommendation pursuant to NMAC 11.21.3.19.

ISSUED this 8th day of January, 2026



Pilar Vaile
Executive Director and Hearing Examiner